



BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. Those who attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). No one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those attending the meeting in person may be screened before being allowed to enter by having their temperature taken and by being asked a series of questions focusing on possible exposure to COVID-19. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

**Regular City Council Meeting
Bentonville Community Center
BCC Community Rooms**

**Tuesday, September 8, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on September 8, 2020:**

https://us02web.zoom.us/webinar/register/WN_FmBbrcHIQM-DQciZhRogew

**Public Comments on Tonight’s Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight’s Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: August 25, 2020**

AGENDA

1. Informational Presentation of the NWARPC 10-year Transit Development plan (Connect NWA). The Consultants, Alliance Transportation Group, will present by zoom. (Pages 5-6)

2. Planning:

- 2a. **Ordinance accepting a lot split of Lot 45 of Dickson Addition, S&J HSH Property, LLC, 704 W Central Avenue, R-1, Single Family Residential.** (Pages 10-12)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 9 that will create Lot 45 (+/- 0.24 acres) of Dickson Addition. The plat dedicates a 15-foot utility easement along West Central Avenue. Per the current Master Street Plan requirements, additional right-of-way is being dedicated along West Central Avenue and NW 2nd Street.

- 2b. **Ordinance accepting a property line adjustment of Lot 20 of Lincoln and Rice Addition, George & Elizabeth Johnson, 704 NE 2nd Street, R-1, Single Family Residential.**

(Pages 13-15)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of part of Lots 3 and 5 and all of Lot 4, Block 2 that will create new Lot 20 (+/- 0.29 acres) of Lincoln and Rice Addition. The plat dedicates a 15-foot utility easement along the entire frontage along NE 2nd Street. Right-of-way is adequate along NE 2nd Street.

- 2c. **Ordinance changing real estate from R-1, Single Family Residential to R-3, Medium Density Residential, Thomas & Judith Terrell, NW 15th Street & Bella Vista Road.**

(Pages 16-19)

The Planning Commission voted 7-0, recommending approval.

The Land Use and Strategic Growth chapter of the Bentonville Community Plan depicts this property within the Infill Priority Area. The Plan states that urban infill opportunity sites can be used to accommodate Bentonville's projected growth over the next 20 years.

The definition of the R-3 zoning district, the site's adjacency to a Collector roadway, and the previous vote in favor of a Mixed Use land use all support the request for a rezoning to R-3, Medium-Density Residential. As noted within the Community Plan, urban infill opportunity sites are critical to supporting Bentonville's future population and employment growth. Staff recommends approval of the rezoning request.

- 2d. **Ordinance changing real estate from A-1, Agricultural to R-1, Single Family Residential, Kimberly Alexander, 2002 Timber Trail.**

(Pages 20-24)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Open Space due to the challenging terrain associated with the parcel. The applicant has an existing single family home on the adjacent parcel which is shown as Low Density Residential on the Future Land Use Plan and desires to make this property compatible with the existing use.

While the applicant's rezoning request to R-1, Single-Family Residential does not necessarily fit with the Open Space land use category, the surrounding context of the area may lend support to the rezoning request. A large lot single-family subdivision, as described within this application is right in line with the existing use of the property and other land uses in the vicinity. Staff recommends approval of the rezoning request.

- 2e. **Ordinance changing real estate from A-1, Agricultural to R-O, Residential Office, Eric Casey, 1117 SE 33rd Street.**

(Pages 25-31)

The Planning Commission voted 7-0, recommending approval.

The Bentonville Community Plan identifies this area as Priority Area 2, Infill. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the character of surrounding areas.

The Future Land Use map identifies this area as High-Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary significantly in terms of density depending on the scale but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This request is consistent with the Future Land Use map, the Bentonville Community Plan, and past action taken by the Planning Commission. The staff has reviewed this application and recommends approval.

3. Recognition by City Council of Robert and Jeanie Monroe who reside at 600 Baylor Street. The property's landscaping was nominated by a Bentonville resident and is the September Residential Landscaping of the Month award winner.

(Pages 32-34)

- 4a. Ordinance creating a new position in the City of Bentonville of "Applications Administrator" (Grade 33), and adding this position to the City of Bentonville 2020 Pay Plan. This position will be funded through 2023 from reallocation of current software project funds. See attached job description and memo for more detailed information.

(Pages 35-40)

- 4b. Budget adjustment from Capital Computer Software (101010-47510) to Full Time Salaries/Wages (101010-41010) to fund the new Applications Administrator position for 3 years. See attached memo for more detailed information. **(Pages 41-42)**
5. Resolution declaring a surplus request for (14) Glock .40 caliber handguns. These firearms have been in service for 10 years. New Generation 5 models with night sights can be sourced from Galls, LLC of Springdale (a federally licensed firearms dealer) for approximately \$409 each. Upon surplus, these (14) weapons can be traded in for an approximate \$225 credit each. This trade in and new replacement program will equip our officers with newer and more reliable handguns at a minimal expense and is a responsible disposition of retired weapons. The surplused firearms and serial numbers include: (1) Glock 22 .40 cal, PHX 703 (2) Glock 22 .40 cal, PHX 704, (3) Glock 22 .40 cal, PHX 705, (4) Glock 22 .40 cal, PHX 708, (5) Glock 22 .40 cal, PHX 709, (6) Glock 22 .40 PHX 720, (7) Glock 22.40 cal, PHX 721, (8) Glock 22 .40 cal, PHX 722, (9) Glock 22 .40 cal, PHX 723, (10) Glock 23. 40 cal, EPR886/G39100, (11) Glock 27 .40 cal, FCV932, (12) Glock 22 .40 cal, FHD847, (13) Glock 22 .40 cal, FHD942, (14) Glock 27 .40 cal, HHL652. See attached proposal. **(Pages 43-46)**
6. Budget Adjustment (A) for the purpose of a utilizing a radio system consultant. Through the City's standard procurement procedures, a request for Qualifications (RFQ) was issued in August 2019 for a Communications Consultant for a Public Safety Radio System (RFQ-19-45). Seven firms submitted Statements of Qualifications, which were scored in accordance with state law criteria for professional services due to the engineering component related to radio systems and interviews were conducted with the top three highest rated firms. Based on the qualifications demonstrated in their Statement of Qualifications and during the interview process, the Selection Committee chose to enter into contract negotiations with Tusa Consulting Services II, LLC. Tusa Consulting has a presented a two phase process to assist the City of Bentonville in purchasing a new emergency services and city wide radio system. The first phase is a needs assessment that includes survey and inspection of current radio systems. Phase II would cover RFP development and procurement, RFP draft/final submittal, and contract negotiation assistance for the winning radio company manufacture. The total price includes three additional options to assist with subscriber device RFP submittal if needed to complete the project. Resolution (B) authorizing the Mayor and Clerk to enter into an agreement with Tusa Consulting Services II, LLC. See attached proposal and contract. **(Pages 47-76)**
7. A resolution setting a public hearing for September 22, 2020 for a public access easement vacation requested at 1714 SW 2nd Street (VAC20-0022). **(Pages 77-79)**
- 8a. Resolution for City Council approval to enter into a contract with MSR Design in an amount not to exceed \$79,400.00 for professional services to conduct a Needs Assessment for Bentonville Public Library. Additional professional services will be outsourced with other vendors with a cost up to \$33,500.00 for a total project cost of \$112,900.00. **(Pages 80-100)**
- 8b. Budget Adjustment for City Council approval to accept a grant in the amount of \$112,900.00 from the Walton Family Foundation to fund a Needs Assessment for the Bentonville Public Library. **(Pages 101-108)**



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Informational presentation of the NWARPC 10-year Transit Development plan (Connect NWA). The Consultants, Alliance Transportation Group, will present by zoom.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
No funding required, just going to present information collected from the study.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: Monday, August 31, 2020

Re: Transit – NWARPC 10-year Transit Development Plan – Connect NWA

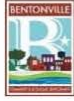
NWARPC would like to have the Consultant, Alliance Transportation Group, present the results/recommendations of the 10-year Transit Development Plan, also known as Connect NWA. The consultants have requested to present virtually and should take approximately 20 minutes depending on questions.

Connect NWA will be rolled into the 2045 Metropolitan Transportation Plan the will be adopted in early 2021 by the NWARPC. Draft copies of the presentation and the full study can be found on the NWARPC website at the following link:

[Connect NWA Presentation and Executive Summary](#)

https://www.nwarpc.org/wp-content/uploads/2020/08/20200817_Connect-NWA-TDP_DRAFT.pdf

Thank you and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.



City Council Agenda Items
For City Council Meeting of September 8, 2020
From the September 1, 2020 Planning Commission Meeting

- a. Ordinance accepting a lot split of Lot 45 of Dickson Addition, S&J HSH Property, LLC, 704 W Central Avenue, R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 9 that will create Lot 45 (+/- 0.24 acres) of Dickson Addition. The plat dedicates a 15-foot utility easement along West Central Avenue. Per the current Master Street Plan requirements, additional right-of-way is being dedicated along West Central Avenue and NW 2nd Street.

- b. Ordinance accepting a property line adjustment of Lot 20 of Lincoln and Rice Addition, George & Elizabeth Johnson, 704 NE 2nd Street, R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of part of Lots 3 and 5 and all of Lot 4, Block 2 that will create new Lot 20 (+/- 0.29 acres) of Lincoln and Rice Addition. The plat dedicates a 15-foot utility easement along the entire frontage along NE 2nd Street. Right-of-way is adequate along NE 2nd Street.

- c. Ordinance changing real estate from R-1, Single Family Residential to R-3, Medium Density Residential, Thomas & Judith Terrell, NW 15th Street & Bella Vista Road.**

The Planning Commission voted 7-0, recommending approval.

The Land Use and Strategic Growth chapter of the Bentonville Community Plan depicts this property within the Infill Priority Area. The Plan states that urban infill opportunity sites can be used to accommodate Bentonville's projected growth over the next 20 years.

The definition of the R-3 zoning district, the site's adjacency to a Collector roadway, and the previous vote in favor of a Mixed Use land use all support the request for a rezoning to R-3, Medium-Density Residential. As noted within the Community Plan, urban infill opportunity sites are critical to supporting Bentonville's future population and employment growth. Staff recommends approval of the rezoning request.

- d. Ordinance changing real estate from A-1, Agricultural to R-1, Single Family Residential, Kimberly Alexander, 2002 Timber Trail.**

The Planning Commission voted 7-0, recommending approval.

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Future Land Use Plan and desires to make this property compatible with the existing use.

While the applicant's rezoning request to R-1, Single-Family Residential does not necessarily fit with the Open Space land use category, the surrounding context of the area may lend support to the rezoning request. A large lot single-family subdivision, as described within this application is right in line with the existing use of the property and other land uses in the vicinity. Staff recommends approval of the rezoning request.

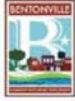
e. Ordinance changing real estate from A-1, Agricultural to R-O, Residential Office, Eric Casey, 1117 SE 33rd Street.

The Planning Commission voted 7-0, recommending approval.

The Bentonville Community Plan identifies this area as Priority Area 2, Infill. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the character of surrounding areas.

The Future Land Use map identifies this area as High-Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary significantly in terms of density depending on the scale but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This request is consistent with the Future Land Use map, the Bentonville Community Plan, and past action taken by the Planning Commission. The staff has reviewed this application and recommends approval.



Consent Agenda Items

For Planning Commission meeting of September 1, 2020

Reviewer: Tyler Overstreet, AICP, Senior Planner

- ❖ At the Technical Review meeting held on August 25, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lot 45 of Dickson Addition, 704 W Central Avenue, R-1, Single-Family Residential, LS19-0038

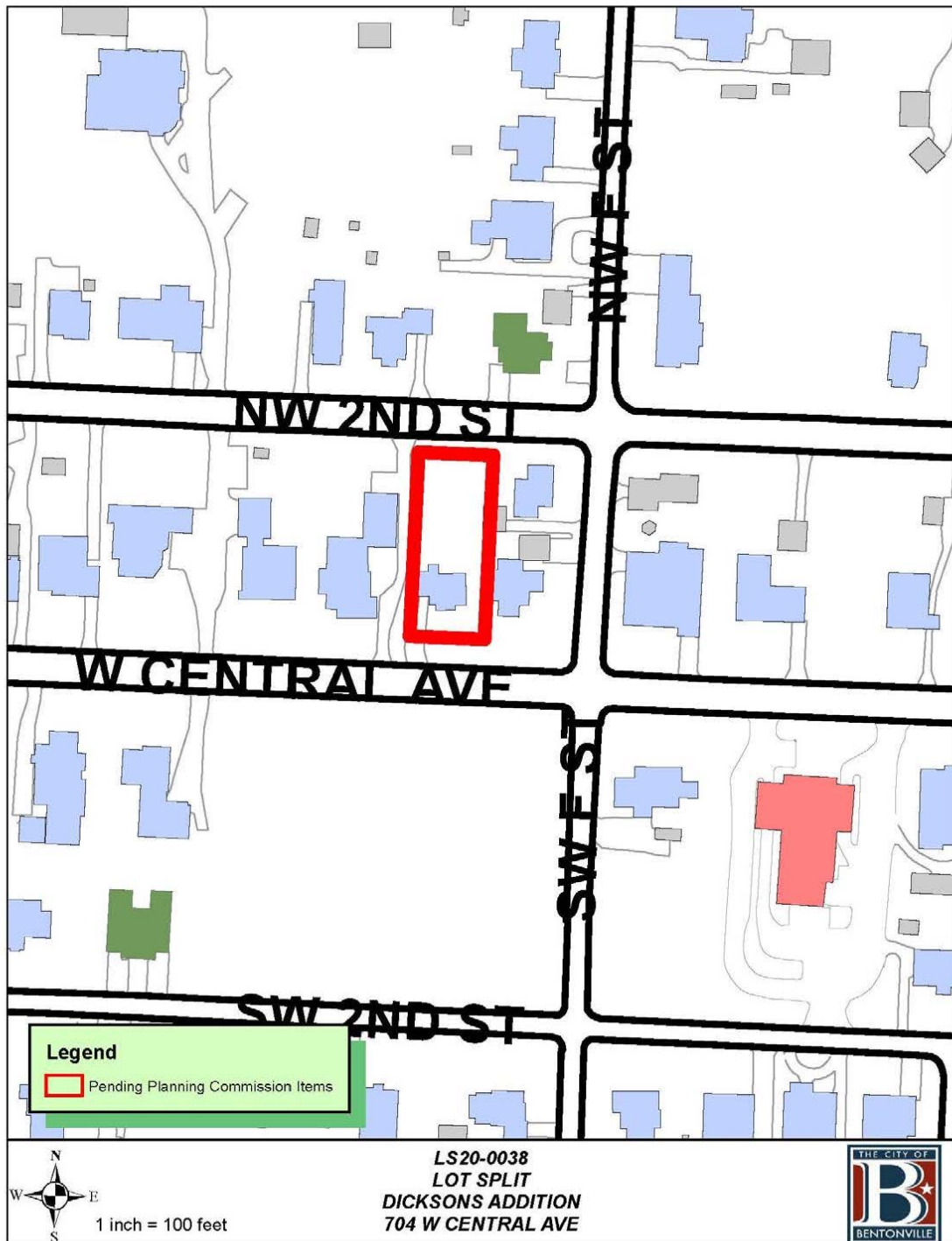
A lot split of Lot 9 that will create Lot 45 (+/- 0.24 acres) of Dickson Addition. The plat dedicates a 15-foot utility easement along West Central Avenue. Per the current Master Street Plan requirements, additional right-of-way is being dedicated along West Central Avenue and NW 2nd Street.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Property Line Adjustment: Lot 20 of Lincoln and Rice Addition, 704 NE 2nd, R-1, Single Family Residential, PLA20-0044

A property line adjustment of part of Lots 3 and 5 and all of Lot 4, Block 2 that will create new Lot 20 (+/- 0.29 acres) of Lincoln and Rice Addition. The plat dedicates a 15-foot utility easement along the entire frontage along NE 2nd Street. Right-of-way is adequate along NE 2nd Street.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08I1vK8>)



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 45 OF DICKSON
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0038).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville
Municipal Code, the lot split of Lot 45 of Dickson Addition, Benton County, Arkansas, was submitted to
the Bentonville Planning Commission on September 1, 2020; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated,
and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City
Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion
that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF
BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lot 45 of Dickson Addition to the City of Bentonville, Arkansas,
should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence
the acceptance of said lot split by certifying said acceptance on the approved lot split.

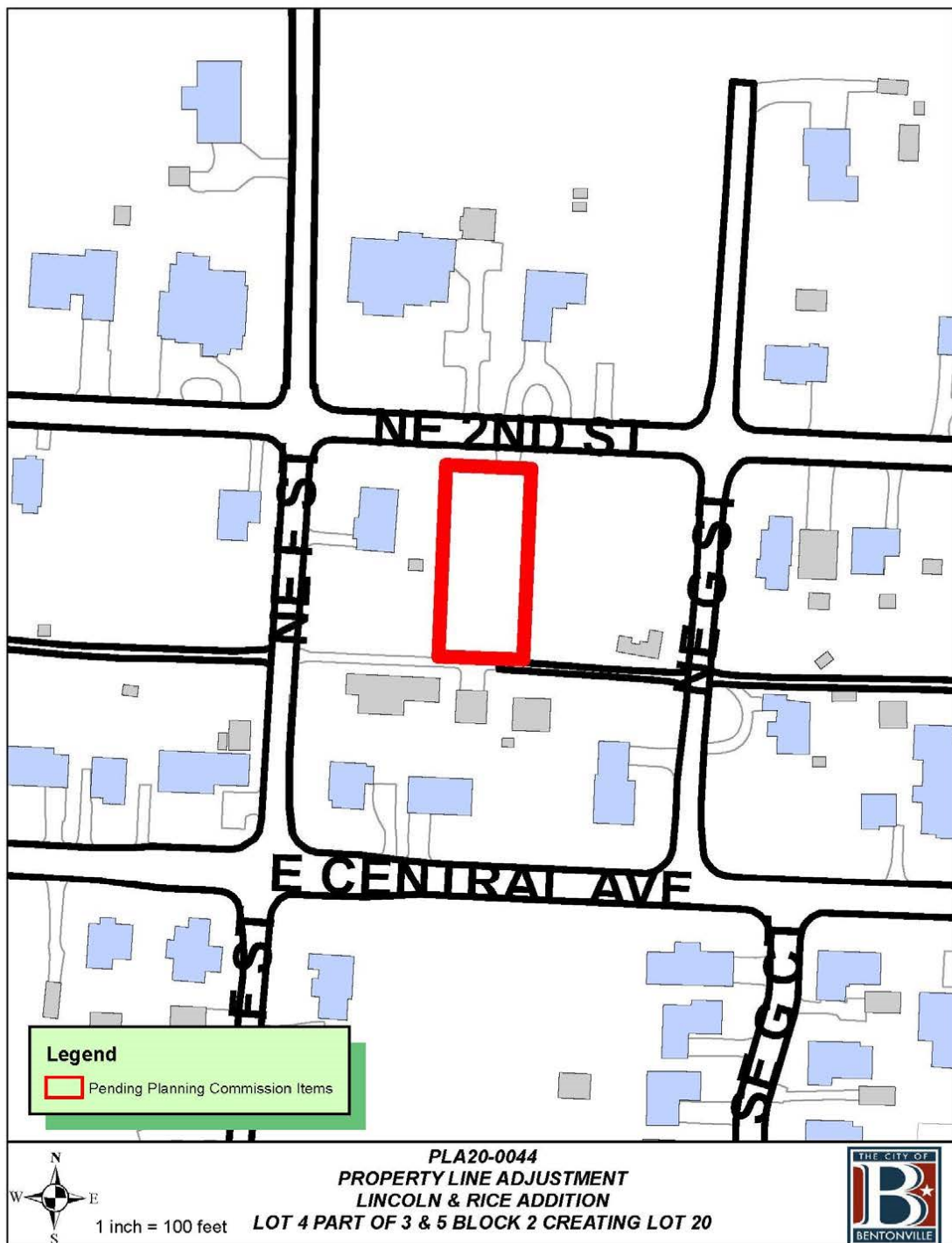
PASSED AND APPROVED this _____ day of _____, 2020.

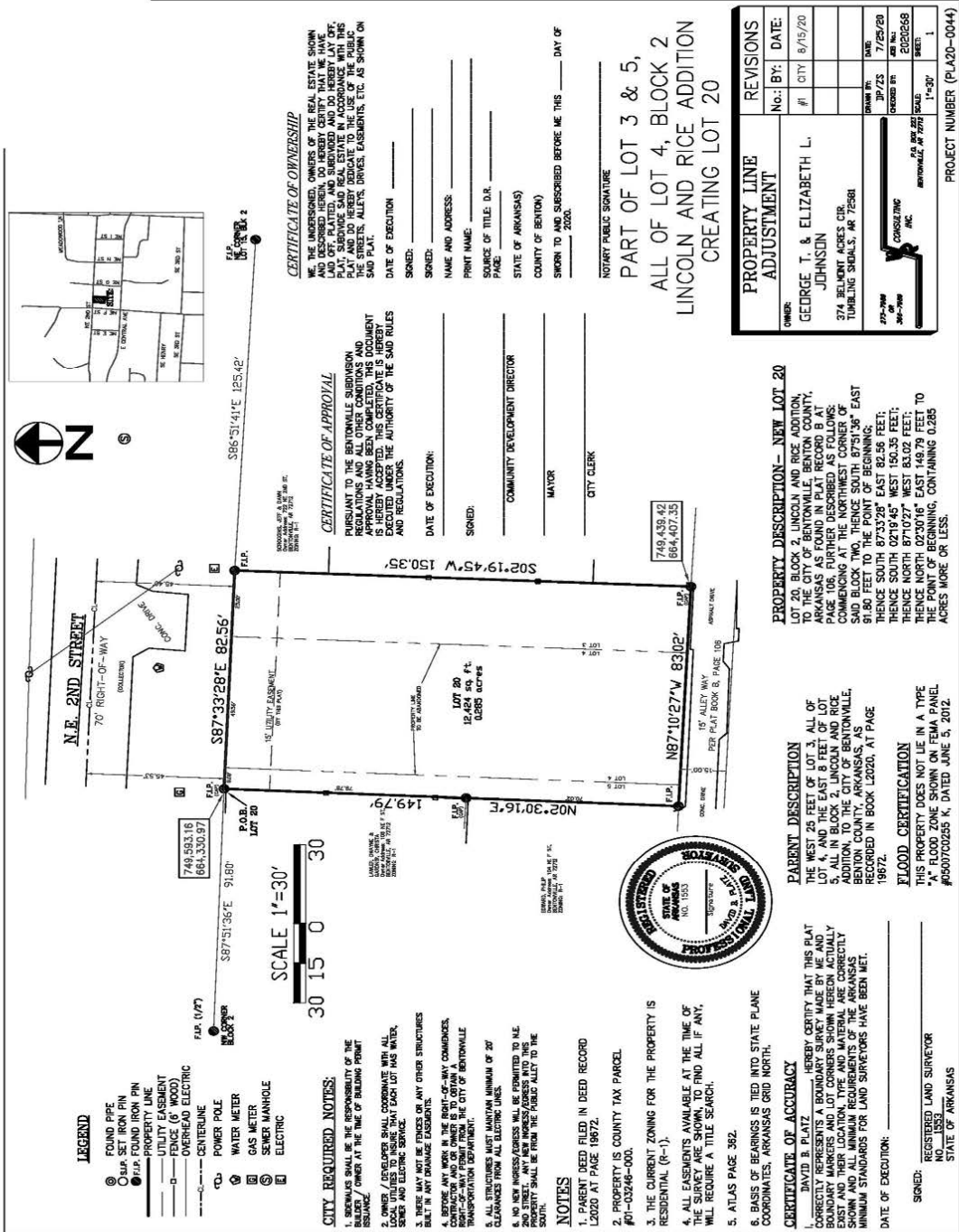
APPROVED:

Stephanie Orman, Mayor

ATTEST:

City Clerk





CITY REQUIRED NOTES:

- 1. SURVEYOR SHALL BE THE RESPONSIBILITY OF THE SURVEYOR / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
- 2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT AND WATER, SEWER AND ELECTRIC SERVICE.
- 3. THERE MAY NOT BE FRICES OR ANY OTHER STRUCTURES PLACED ON THE LOT.
- 4. BEFORE ANY WORK IS THE RESULT OF ANY CONSTRUCTION, CONTRACTOR AND OR OWNER IS TO OBTAIN A BUILDING PERMIT FROM THE CITY OF BENTONVILLE.
- 5. ALL UTILITIES MUST MAINTAIN A MINIMUM OF 20' CLEARANCE FROM ALL ELECTRIC LINES.
- 6. NO NEW ACCESS ROADS WILL BE PERMITTED TO ALE 2ND STREET. ANY NEW ACCESS ROADS INTO THIS SURVEY SHALL BE FROM THE PUBLIC ALLEY TO THE SOUTH.

NOTES

- 1. PARENT DEED FILED IN DEED RECORD L2020 AT PAGE 19972.
- 2. PROPERTY IS COUNTY TAX PARCEL #01-03246-000.
- 3. THE CURRENT ZONING FOR THE PROPERTY IS RESIDENTIAL (R-1).
- 4. ALL EASEMENTS AVAILABLE AT THE TIME OF THE SURVEY ARE SHOWN, TO FIND ALL IF ANY, WILL REQUIRE A TITLE SEARCH.
- 5. ATLAS PAGE 382.
- 6. BASIS OF BEARINGS IS TIED INTO STATE PLANE COORDINATES, ARKANSAS GRID NORTH.

CERTIFICATE OF ACCURACY

DAVID B. PLATT, SURVEYOR, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY OF THE LOT SHOWN HEREON. THE BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS SURVEYING STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR
NO. 1853
STATE OF ARKANSAS

PARENT DESCRIPTION

THE WEST 25 FEET OF LOT 3, ALL OF LOT 4, AND THE EAST 8 FEET OF LOT 5, AS SHOWN IN PLAT RECORD B PAGE 106, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK TWO, THENCE SOUTH 87°51'36" EAST 91.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°33'28" EAST 82.56 FEET; THENCE SOUTH 02°19'45" WEST 150.35 FEET; THENCE NORTH 02°10'16" EAST 149.79 FEET TO THE POINT OF BEGINNING, CONTAINING 0.285 ACRES MORE OR LESS.

FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN A TYPE "A" FLOOD ZONE SHOWN ON FEMA PANEL #0500700255 K, DATED JUNE 5, 2012.

PROPERTY DESCRIPTION - NEW LOT 20

LOT 20, BLOCK 2, LINCOLN AND RICE ADDITION, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD B PAGE 106, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK TWO, THENCE SOUTH 87°51'36" EAST 91.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°33'28" EAST 82.56 FEET; THENCE SOUTH 02°19'45" WEST 150.35 FEET; THENCE NORTH 02°10'16" EAST 149.79 FEET TO THE POINT OF BEGINNING, CONTAINING 0.285 ACRES MORE OR LESS.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION ACT, THE CITY OF BENTONVILLE HAS REVIEWED AND APPROVED THIS PLAT. THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____

COMMUNITY DEVELOPMENT DIRECTOR

MAYOR

CITY CLERK

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE A RIGHT OF PRIVATE AND EXCLUSIVE POSSESSION AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE: _____

STATE OF ARKANSAS

COUNTY OF BENTON

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 2020.

NOTARY PUBLIC SIGNATURE _____

PART OF LOT 3 & 5,
ALL OF LOT 4, BLOCK 2
LINCOLN AND RICE ADDITION
CREATING LOT 20

PROPERTY LINE ADJUSTMENT		REVISIONS	
OWNER: GEORGE T. & ELIZABETH L. JOHNSON 374 BELMONT ACRES CIR. TUMBLING SHOALS, AR 72568	DRAWN BY: JDP-JDP JDP-JDP JDP-JDP	DATE: 7/25/20 2020	BY: JDP JDP JDP

PROJECT NUMBER (PLA20-0044)

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 20
OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA20-0044).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 20 of Lincoln and Rice Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 1, 2020; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the property line adjustment of Lot 20 of Lincoln and Rice Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Terrell

NW 15th Street and Bella Vista Road

PC Date: 9/1/2020

Reviewer: Tyler Overstreet, Senior Planner,
AICP

Project Number	RZ20-0029
Applicant / Current Owner	Thomas and Judith Terrell PO Box 390 Bentonville, AR 72712
Site Area	+/- 2.00 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	Single-Family Residential and Commercial

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located southwest of the intersection of NW 15th Street and Bella Vista Road. The property is currently zoned R-1, Single-Family Residential. The applicant applied for a General Plan Amendment to Mixed Use for this property in February of 2019. Upon further investigation, the legal description was incorrect on the ordinance that was adopted by City Council. As such, the current Future Land Use Classifications on this property are Low-Density Residential and Commercial. We can assume from the actions taken on the previous General Plan Amendment, though, that the intent of Planning Commission and City Council was a Mixed Use Land Use.

Relationship to the General Plan

The Land Use and Strategic Growth chapter of the Bentonville Community Plan depicts this property within the Infill Priority Area. The Plan states that urban infill opportunity sites can be used to accommodate Bentonville's projected growth over the next 20 years.

Public Comment

Staff has received general inquiries about the proposed rezoning but no formal public comment.

Analysis

According to the applicant's narrative, the intent of the rezoning request is to build affordable, medium-density single-family units on the property. They also reference the importance of enhancing the North Walton corridor in line with the North Walton Enhancement Plan.

In addition, it is important to note that single-family development would not be permitted direct access onto Bella Vista Road, which is a Collector per the Master Street Plan.

Conclusion

The definition for the R-3, Medium-Density Residential, zoning district specifically references its potential use as a buffer between incompatible zoning districts, such as between commercial and residential zoned properties. In this case, the R-3 zoning district could serve as a buffer between the Walmart Neighborhood Market to the west and residential development to the east.

The definition of the R-3 zoning district, the site's adjacency to a Collector roadway, and the previous vote in favor of a Mixed Use land use all support the request for a rezoning to R-3, Medium-Density Residential. As noted within the Community Plan, urban infill opportunity sites are critical to supporting Bentonville's future population and employment growth. Staff recommends approval of the rezoning request.

Bella Vista Road Narrative

Current Zoning Designation: R1- Single Family Residential

Proposed Zoning Designation: R3- Medium Density Residential

Explanation: Newell Development proposes to rezone the properties located at 701 NW 15th Street (Parcel # 01-01523-003), 1413 Bella Vista Road (Parcel # 01-01521-000), Bella Vista Road (Parcel # 01-01518-001) and 1409 Bella Vista Road (Parcel # 01-01518-000) from R1 to R3, in order to develop a real estate project in compliance with R3 development standards. The current owner is Thomas and Judith Terrell (Mailing Address: PO Box 390, Bentonville AR 72712) who endeavors to sell the property to Randall Hinton Development LLC. Newell Development will be the property developer.

Reason to Rezone: The rezone would allow for Randall Hinton Development LLC. to build affordable medium density single-family units in the enhancement plan area.

Statement of how the property will relate to surrounding properties: The development proposed for the property will fit in form and scale with design standards outlined in the N. Walton Enhancement and Future Land Use Plan.

Use: This residential development will complement and contribute to the N. Walton Enhancement Plan.

Traffic: The additional units should not impact current traffic patterns and could potentially encourage more pedestrian activity.

Signage: None proposed.

Appearance: Modern design standards will be used to update enhance the appearance of the N. Walton corridor.

Water/ Sewer/ Electric: On-Site

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0029).

WHEREAS, Thomas and Judith Terrell duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5D BLOCK 1 BRAITHWAITE PARK ADDITION CITY OF BENTONVILLE, BENTON COUNTY AS SHOWN ON PLAT RECORD 7 PAGE 4 AND RECORDED AT THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS AND LOT 13 BLOCK 1 BRAITHWAITE PARK ADDITION CITY OF BENTONVILLE, BENTON COUNTY AS SHOWN ON PLAT RECORD 2014 PAGE 579 THROUGH 580 AND RECORDED AT THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS AND LOT 14 BLOCK 1 BRAITHWAITE PARK ADDITION CITY OF BENTONVILLE, BENTON COUNTY AS SHOWN ON PLAT RECORD 2014 PAGE 579 THROUGH 580 AND RECORDED AT THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS AND LOT 4A BLOCK 1 BRAITHWAITE PARK ADDITION CITY OF BENTONVILLE, BENTON COUNTY AS SHOWN ON PLAT RECORD 13 PAGE 58 AND RECORDED AT THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to R-3, Medium Density Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

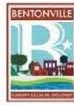
APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Alexander

2002 Timber Trail

PC Date: 9/1/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0035
Applicant / Current Owner	Kimberly K. Alexander 2002 Timber Trail Bentonville, AR 72712
Site Area	+/- 2.04 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Open Space

<https://arcgis/08HvK8>

Location Map



Property Description

This property is located at 2002 Timber Trail. It is currently zoned A-1, Agricultural. Adjacent zoning districts are R-1, Single Family Residential to the north, south and east and PRD (Red Barn Development) to the south.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Open Space due to the challenging terrain associated with the parcel. The applicant has an existing single family home on the adjacent parcel which is shown as Low Density Residential on the Future Land Use Plan and desires to make this property compatible with the existing use.

Public Comment

Staff HAS received public comment regarding this request.

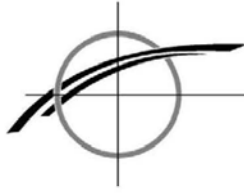
Analysis

According to the applicant's narrative, the intent of the rezoning request is to allow the existing home to conform to setbacks as it currently does not in the A-1 zoning district which requires 30 feet from all property lines. If the rezoning request to R-1, Single Family Residential is approved, a property line adjustment will be submitted to the Planning Department that would allow the owner to arrange the property lines in a manner that will make the existing home conform to the required setbacks of the R-1 district.

Conclusion

While the applicant's rezoning request to R-1, Single-Family Residential does not necessarily fit with the Open Space land use category, the surrounding context of the area may lend support to the rezoning request. A large lot single-family subdivision, as described within this application is right in line with the existing use of the property and other land uses in the vicinity.

Staff recommends approval of the rezoning request.



SWOPE ENGINEERING

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712
479-877-7388

July 23rd, 2020

Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

Re: 2002 Timber Trail rezone to R-1

Dear Jon,

Please accept this narrative letter for the referenced request. The house at this address is built across an existing parcel line. The owner would like to properly position the property line to fit the house within normal building setbacks. The property line was also determined in a way that would allow a future public road to extend into this site.

The future road is part of a future plan to subdivide the remaining acreage behind this house. Once this house gets its lot line legally situated, further plans are in store for dividing the remaining land into lots with a public road ending in a cul-de-sac.

Thank you for your consideration of this request.

Sincerely,



Phil Swope, PE
Project Engineer

NOTICE OF INTENT TO REZONE

Arnold Luttrell

has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

A-1, Agricultural

to

R-1, Single-family Residential

The legal description of the property is as follows:

A PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 20 NORTH OF RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A FOUND IRON PIN FOR THE SW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 19, THENCE ALONG THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 north 00°00'34" EAST A DISTANCE OF 275.61 FEET TO A FOUND IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE NORTH 00°00'34" EAST A DISTANCE OF 224.39 FEET TO A FOUND IRON PIN;

The common description of the property is: 2002 Timber Trail

Proposed land use: single family residential

The public hearing will be held September 1st, 2020 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or and deliver it to the City of Bentonville Planning Department, 305 S.W. A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

Rebyn - 479 903 3500
Arnold does not own said property. The guardian is Rebyn Nelson, you must contact her

Signature and Physical Address

Bentonville, AR 72712

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-1, SINGLE FAMILY RESIDENTIAL (PROJECT NUMBER: RZ20-0035).

WHEREAS, Kimberly Alexander duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 20 NORTH OF RANGE 30 WEST , BENTON COUNTY , ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A FOUND IRON PIN FOR THE SW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 19, THENCE ALONG THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 north 00°00'34" EAST A DISTANCE OF 275.61 FEET TO A FOUND IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE NORTH 00°00'34" EAST A DISTANCE OF 224.39 FEET TO A FOUND IRON PIN THENCE LEAVING SAID WEST LINE SOUTH 64°28'52" EAST A DISTANCE OF 364.07 FEET TO A FOUND IRON PIN, THENCE SOUTH 31°20'35" EAST A DISTANCE OF 79.84 FEET TO A SET ION PIN; THENCE NORTH 89°54'00" WEST A DISTANCE OF 370.12 FEET TO THE TRUE POINT OF BEGINNING ; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-1, Single Family Residential.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-1, Single Family Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

City Clerk

REZONING STAFF REPORT



Casey

1117 SE 33rd Street

PC Date: 9/1/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0036
Applicant / Current Owner	Eric Casey
Site Area	.12 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-O, Residential Office
Future Land Use Map Designation	High Density Residential (HDR)

<https://arcg.is/08HivK8>

Location Map



Property Description

1117 SE 33rd Street is the site of a residential structure and a detached garage. The property is zoned A-1, Agricultural with surrounding zonings of R-O, Residential Office to the east, C-2, General Commercial to the west and north, and A-1, Agricultural to the south. The property is located on the corner of SE K Street and SE 33rd Street, both listed as Local streets.

Relationship to the Bentonville Community Plan

The Bentonville Community Plan identifies this area as Priority Area 2, Infill. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the character of surrounding areas.

The Future Land Use map identifies this area as High-Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary significantly in terms of density depending on the scale but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

Before the elimination of densities within the zoning code, R-O, Residential Office allowed for densities of 9-12 units per acre.

Public Comment

The city has received public comment on this request.

Analysis

The zoning request for R-O, Residential Office, is consistent with the Future Land Use map, as High-Density Residential and specifically within the definition as resident-oriented commercial uses. The adjacent property 1203 SE 33rd Street was zoned R-O, Residential Office on December 3, 2019. Planning Commission must consider the allowed uses in the R-O, Residential Office district, and its potential impacts on the surrounding properties. The current property usage is a locksmith shop that is consistent with uses identified in the R-O, Residential Office district under personal services. The actual size of the property being rezoned will be the limiting factor in any future development.

Conclusion

This request is consistent with the Future Land Use map, the Bentonville Community Plan, and past action taken by the Planning Commission. The staff has reviewed this application and recommends approval.

The property at 1117 SE 33rd St is applying to be rezoned.

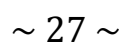
The business, Casey Lock and Key, has been on this property since 2005. We are asking to rezone only the part that the property is on per the enclosed survey. We are asking to rezone this property as Personal Services, Conditional Use, Residential Office Zoning.

This business, Casey Lock and Key, operates M-F from 9-5. No new construction is under consideration. Only the existing structures will be used for this business. Existing structure is a shop. There is already in existence a pavement for parking.

There will be no need for any different outdoor lighting changes.

There is a variable client usage. Generally, 2-3 per hour. There is also a daily UPS and/or Fed EX delivery truck route.

There will be 1 full-time employee that will run that shop. In total, there are 4 full time employees. Three employees will be in vans in the NWAR area.





7/27/2020

IMG-1480.JPEG



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-O, RESIDENTIAL OFFICE (PROJECT NUMBER: RZ20-0036).

WHEREAS, Eric Casey duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-O, Residential Office to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF THE EAST HALF (E1/2) OF PLOT A, BLOCK 4 OF TWIN CITY HEIGHTS, 2ND REVISION, AS SHOWN ON PLAT BOOK 30, PAGE 88; THENCE N86°17'30"W 126.39 FEET; THENCE N00°33'14"E 41.86 FEET; THENCE S86°58'10"E 127.95 FEET; THENCE S02°42'15"W 43.32 FEET TO THE POINT OF BEGINNING, CONTAINING 5,412.75 SQUARE FEET OR 0.12 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-O, Residential Office.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-O, Residential Office to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Comprehensive Planning
Submitted by	Danielle Semsrott, AICP
Phone	(479) 271-6827

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Recognition by City Council of Robert and Jeanie Monroe who reside at 600 Baylor Street. The property's landscaping was nominated by a Bentonville resident and is the September Residential Landscaping of the Month award winner.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
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PLEASE RECYCLE



MEMO

Date: September 8, 2020
To: Bentonville City Council
From: Danielle Semsrott, AICP, Senior Planner
RE: Residential Landscaping of the Month Award

Dear Bentonville City Council,

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on five categories: consistent maintenance, tasteful and creative landscaping, lawn accents, good use of seasonal color, and overall appearance.

The winners for the month of September in the residential category are Robert and Jeanie Monroe, who reside at 606 Baylor Street. The property was nominated by a Bentonville resident.

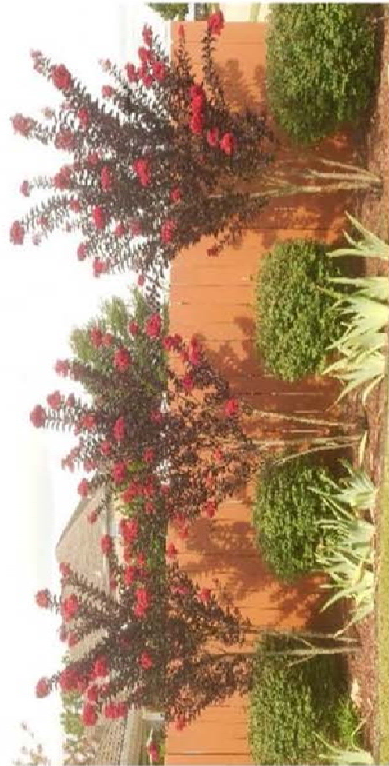
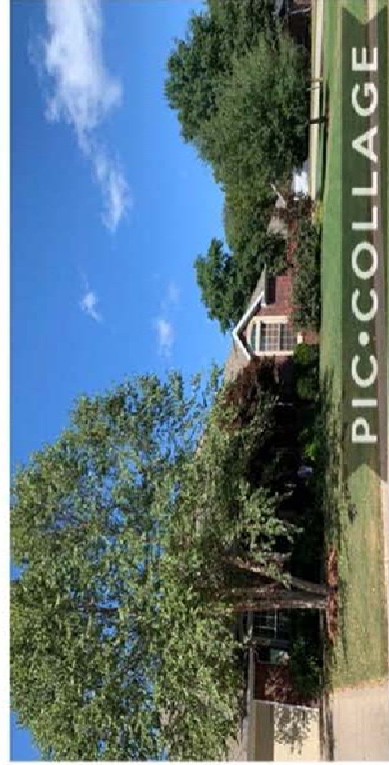
The Monroe's have called College Place home since retiring from the Chicago area. However, the move was planned much earlier, drawn by climate, scenery, art, the people, and charm of the City. They are delighted to have left decades of Chicago winters behind. Membership at the Chicago Botanical Gardens instilled a love of gardens that they now seek to develop at their home. From container and vegetable gardens to perennial and annual gardens, their landscape suggests serenity and a beauty of diverse plantings, with an emphasis on all things that provide colorful blooms. They cherish the long growing season. They see their efforts as an invitation to stay outdoors and to share their passion with College Place.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.

Respectfully,



Danielle Semsrott, AICP
Senior Planner





Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Information Technology / Administration
Submitted by	Jonathan Rogers
Phone	(479) 271-5911

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Ordinance creating a new position in the City of Bentonville of "Applications Administrator" (Grade 33), and adding this position to the City of Bentonville 2020 Pay Plan. This position will be funded through 2023 from reallocation of current software project funds. See attached job description and memo for more detailed information.					

Estimated Cost	up to \$200,000 over a 3.5 year period
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i> The position will be funded through 2023 using contingency funds budgeted within the Tyler/Munis Project. See attached memo for more detailed information.	



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PLEASE RECYCLE





Memo

To: City Council, Mayor Stephanie Orman
CC: Jake Harper, Ed Wheeler
From: Jonathan Rogers
RE: New IT Position – Applications Administrator
Date: July 30, 2020

Earlier this year I began discussing with the Mayor my pending retirement at the end of February 2021 after almost 25 years. With the City being in the middle of a major software project and with technology becoming central to all City operations I am recommending that the City create a new Applications Administrator position, and add it to the 2020 pay plan as salaried grade 33 to help this change in the City and ensure the multi-year software implementation is successful.

For the last 3 years I have been filling this role in addition my duties as IT Manager and over the course of this time we have identified that the duties and responsibilities have grown into a full time position. This position will perform duties to support the procurement, maintenance, and development of the City's business applications, Enterprise Resource Planning (ERP) systems, Product Lifecycle Management (PLM), to include installations, configuring, monitoring, troubleshooting, and establishing best practices for keeping applications running smoothly. This position will also frequently act as "Project Manager", or "Team Lead" to coordinate the activities of software related projects. Initially the position will be focused on the Tyler/Munis project implementation.

I have been working with the Mayor, Jake and Ed to provide a plan for a smooth transition for my departure. I also want to make sure we have enough time for training and mentoring to provide continuity in the software project and application administration.

Originally in the software budget we had projected that there might be staffing cost that would need to be funded to help ensure the project was successful. I propose reallocating project contingency budget to fund this position for the next 3 years to help this project and other software projects that are coming up be successful. The project is 50% complete and so far we have not had to use any contingency funds.

We anticipate this position and the transition of my position to cost approximately \$200,000 in salary and benefits over the next 3 years. After 3 years this amount would need to be funded through regular City resources.

Job Title: Applications Administrator
Department: Information Technology
Reports To: Information Technology Director
FLSA Status: Exempt
Safety Status: None
Pay Status: Salaried
Prepared By: Human Resources
Prepared Date: 22 July, 2020
Approved By: Human Resources
Approved Date: 08/24/2020

SUMMARY Performs duties to support the procurement, maintenance, and development of the City's business applications, Enterprise Resource Planning (ERP) systems, Product Lifecycle Management (PLM), to include installations, configuring, monitoring, troubleshooting, and establishing best practices for keeping applications running smoothly. Will frequently act as "Project Manager", or "Team Lead" to coordinate the activities of software related projects.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Reporting relationships, work assignments, and work schedules may be subject to change in order to meet City needs or operational requirements. Attendance at work and the ability to get along with the public, supervisors, and co-workers are essential elements of this position. Other duties may be assigned

Manage the administration and setup of the City's software applications, including critical platforms like Munis, New World, and others.

Sets up administrator and service accounts

Database administration including data security, and user authentication

Maintains system documentation

Interacts with users and evaluates vendor products

Provides advice and training to end-users

Maintains current knowledge of relevant technologies as assigned

Troubleshoot, and resolve and reported problems

Provide application performance tuning

Monitor, update, and maintain existing legacy environment software systems interfaces to ensure that the interfaces exchange data properly and to support the current legacy environment

Work closely with application development teams and vendors to tune and troubleshoot applications

Plan and coordinate testing changes, upgrades, and new services, ensuring systems will operate correctly in current and future environments

Leads and participates in efforts to develop and implement processes for application and system monitoring

Leads and participates in efforts to implement application updates to include upgrades, patches, and new releases

Develop work plans and track/report status of assigned projects/tasks

Liaise with vendor support on escalated issues

Responsible for problem management activities such as issue resolution and root cause analysis

Perform daily monitoring and maintenance activities

Manage system downtime or issues with software vendors; communicate occurrences and resolution timelines to end users

Oversee disaster recovery planning including testing with the core and other system vendors

Assist in the day-to-day operations of the Information Technology Department

SUPERVISORY RESPONSIBILITIES None

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE Bachelor's degree (B. A.) from four-year college or university and two (2) years related experience and/or training; or equivalent combination of education and experience. MUST have firewall and network security Training. IBM AS400, Tyler Munis ERP, and New World Public Safety experience is highly desired.

LANGUAGE SKILLS Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write

reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

- Valid driver's license

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee frequently is required to stand and walk. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts and risk of electrical shock. The noise level in the work environment is usually quiet.

ORDINANCE NO. _____

**AN ORDINANCE CREATING A POSITION IN THE PAY
PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the position of “Applications Administrator”, grade 33, should be and
the same is hereby added to the City of Bentonville Pay Plan.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Information Technology / Administration
Submitted by	Jonathan Rogers
Phone	(479) 271-5911

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Budget adjustment from Capital Computer Software (101010-47510) to Full Time Salaries/Wages (101010-41010) to fund the new Applications Administrator position for 3 years. See attached memo for more detailed information.					

Estimated Cost	\$200,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
The position will be funded for 3 years using contingency funds budgeted within the Tyler/Munis Project.	



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PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	9/8/2020
Department	Information Technology / Administration
Submitted by	Jonathan Rogers
Phone	(479) 271-5911

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To establish a new Applications Administrator position within the Information Technology Department. The position will be funded for 3 years using contingency funds budgeted within the Tyler/Munis Project. See attached memo for more detailed information.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010	47510	Computer Software - Capital		\$ (200,000.00)
101010	41077	Salaries/Wages - Manual Budget		\$ 140,000.00
101010	41577.00	Benefits - Manual Budget		\$ 60,000.00
Totals			\$ -	\$ -
Net Impact on Fund Balance			\$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
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 PLEASE RECYCLE





Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Police Department
Submitted by	Jon Simpson
Phone	479-271-3173

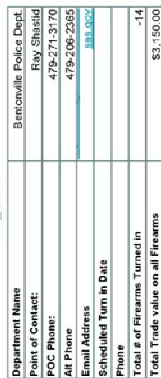
Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution declaring a surplus request for (14) Glock .40 caliber handguns. These firearms have been in service for 10 years. New Generation 5 models with night sights can be sourced from Galls, LLC of Springdale (a federally licensed firearms dealer) for approximately \$409 each. Upon surplus, these (14) weapons can be traded in for an approximate \$225 credit each. This trade in and new replacement program will equip our officers with newer and more reliable handguns at a minimal expense and is a responsible disposition of retired weapons. The surplused firearms and serial numbers include: (1) Glock 22 .40 cal, PHX 703 (2) Glock 22 .40 cal, PHX 704, (3) Glock 22 .40 cal, PHX 705, (4) Glock 22 .40 cal, PHX 708, (5) Glock 22 .40 cal, PHX 709, (6) Glock 22 .40 PHX 720, (7) Glock 22.40 cal, PHX 721, (8) Glock 22 .40 cal, PHX 722, (9) Glock 22 .40 cal, PHX 723, (10) Glock 23 .40 cal, EPR886/G39100, (11) Glock 27 .40 cal, FCV932, (12) Glock 22 .40 cal, FHD847, (13) Glock 22 .40 cal, FHD942, (14) Glock 27 .40 cal, HHL652. See attached proposal.					

Estimated Cost	\$3,119.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
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Please provide an electronic version of this inventory list along with a paper copy accompanying the traded firearms.

[illegible]

Quotation

GALLS, LLC

Company Address

1048 S. 48TH ST. SUITE C SPRINGDALE, AR 72762
Phone: 479-756-8182 Fax: 756-1225

Date 8/31/2020
Quotation # 16448834
Customer ID 1002350901

Quotation For

BENTONVILLE POLICE DEPT
908 SE 14TH ST
BENTONVILLE, AR 72712
(479) 271-3179

Quotation valid until: 10/22/2020
Prepared by: SGDSN

Comments or Special Instructions

None

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
STEPHANIE				NET30

Quantity	Description	Unit Price	Taxable?	Amount
14	GN020A G17 GEN 5 GNS	\$ 409.00	Yes	\$ 5,726.00
(14)	G22/23/27 TRADE	\$ 225.00	No	\$ (3,150.00)

If you have any questions concerning this quotation, please contact:
STEPHANIE NICCUM niccum-stephanie@galls.com

Thank you for your business!

Subtotal	\$ 5,726.00
Tax Rate	9.50%
Sales Tax	\$ 543.97
Trade	\$ (3,150.00)
TOTAL	\$ 3,119.97

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE POLICE
DEPARTMENT AS SURPLUS PROPERTY.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Police Department
Submitted by	Jon Simpson
Phone	(479) 271-3173

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below): Budget Adjustment (A) for the purpose of a utilizing a radio system consultant. Through the City's standard procurement procedures, a request for Qualifications (RFQ) was issued in August 2019 for a Communications Consultant for a Public Safety Radio System (RFQ-19-45). Seven firms submitted Statements of Qualifications, which were scored in accordance with state law criteria for professional services due to the engineering component related to radio systems and interviews were conducted with the top three highest rated firms. Based on the qualifications demonstrated in their Statement of Qualifications and during the interview process, the Selection Committee chose to enter into contract negotiations with Tusa Consulting Services II, LLC. Tusa Consulting has a presented a two phase process to assist the City of Bentonville in purchasing a new emergency services and city wide radio system. The first phase is a needs assessment that includes survey and inspection of current radio systems. Phase II would cover RFP development and procurement, RFP draft/final submittal, and contract negotiation assistance for the winning radio company manufacture. The total price includes three additional options to assist with subscriber device RFP submittal if needed to complete the project. Resolution (B) authorizing the Mayor and Clerk to enter into an agreement with Tusa Consulting Services II, LLC. See attached proposal and contract.					
Estimated Cost \$111,412.00					
Is this Item Budgeted? ☐ Yes ☒ No					
If no, please explain how item will be funded (briefly explain in space below): A budget adjustment will be required.					



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PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	9/8/2020
Department	Police Department
Submitted by	Jon Simpson
Phone	(479) 271-3173

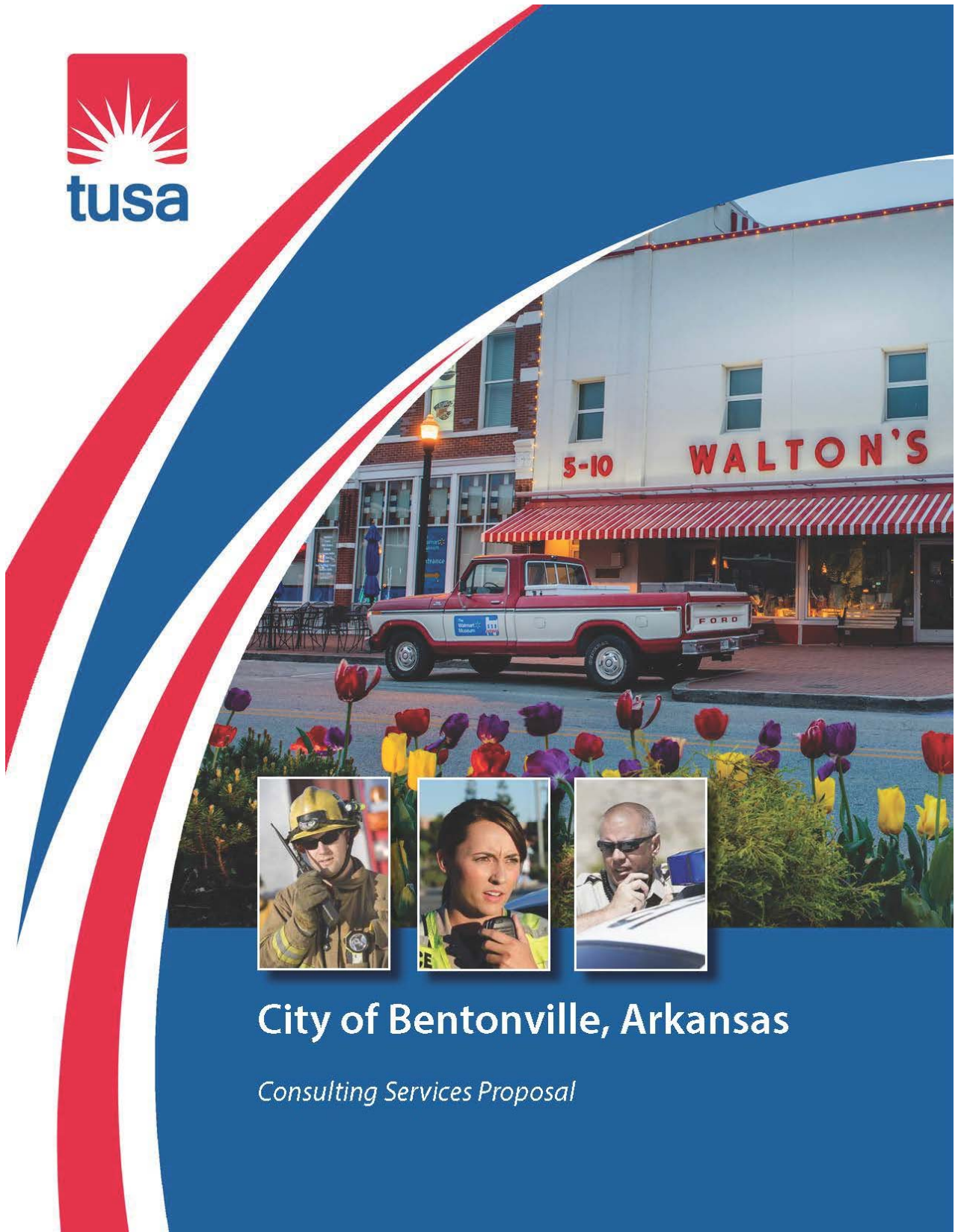
Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Utilize a Communications Consultant for a Public Safety Radio System for Emergency Services and city-wide use as we work toward the upcoming area wide communications standard (P25/AWINS platform) to ensure the best performance and value.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010.00	43410.00	Professional Services		\$ 111,412.00
Totals			\$ -	\$ 111,412.00
Net Impact on Fund Balance			\$	(111,412.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
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 PLEASE RECYCLE





City of Bentonville, Arkansas

Consulting Services Proposal

About Tusa

In 1978, a good friend of mine was working for a petrochemical service company in the Gulf of Mexico. Well a fire broke out on his rig and he was severely burned. The owner spent over an hour trying to radio for assistance, but the radio system was so poorly designed he couldn't get a hold of anyone. The rig's owner eventually loaded my friend onto a workboat, and ferried him to another platform to radio for help.



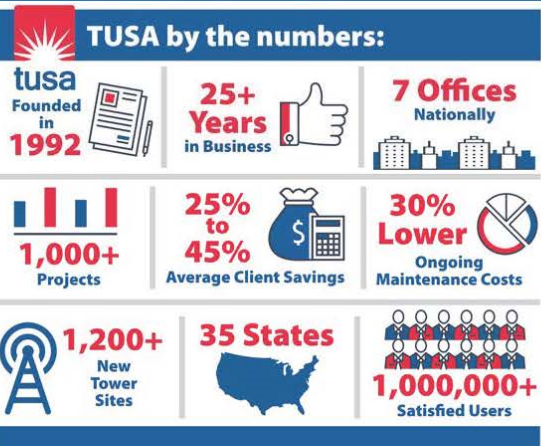
The rescue action took many hours, and for a person who was burned over 70% of his body, the agony was beyond description. My friend later succumbed to his injuries, but that one incident made a lasting impression on me: NEVER design or field an unreliable radio communications system with inadequate coverage.

- Nick Tusa



TUSA Consulting Services was formed in 1992. The company began implementing microwave shots for offshore oil rigs in the Gulf of Mexico, where some of the most stringent conditions exist. Shortly afterwards, the company started designing public safety systems. In July 2005, the company was reformed into Tusa Consulting Services II, LLC (TCS-II) to expand the business toward a national scale with the introduction of partner-owners. In July 2015, the last remaining partner's business interest was bought and once again, the firm is owned by its original founder.

While our business continues its principal focus on Land Mobile Radio/Microwave, in 2014 TUSA expanded into the design and development of NG9-1-1 communication centers and related CAD/RMS technology. Soon, the radio industry will see a gradual acceleration into shared narrowband/broadband solutions as LTE voice standards are developed and refined. TUSA started planning and preparing for this integration of technologies months before the release of the US House Bill 2482



in July 2011, which subsequently led to the creation of FirstNet and a nationwide initiative to construct a public safety broadband facility serving urban and rural communication needs.

Our Commitment to Cost, Coverage, and Reliability

As you review our proposal, you will notice these three words popping up over and over again – **Cost, Coverage, and Reliability**. These three words are the most important aspects in designing a new radio system, and it is something we take very seriously. *You might say they are the bedrock of our work, and the themes of this proposal.*

On Coverage

Coverage is the most important consideration when designing a new system. Just like our founder experienced on that oil rig platform, if a radio doesn't have coverage, then it prevents a first responder from completing his mission critical job. TUSA will take the time to educate you on your different coverage options. We'll also work with you to identify critical infrastructure that must be covered. You have our commitment to design a system that maximizes coverage while protecting your pocket book.



On Cost

Deploying a new radio system can be a very expensive challenge. TUSA recognizes that you don't have unlimited funds, which is why we will go out of our way to show you alternative solutions and strategies to reduce costs. We will also show you alternative ways to purchase a system, including lease options that won't affect your bond rating. You have our commitment to help you find ways to stretch your limited funds, while not sacrificing coverage and reliability.



On Reliability

You need a reliable radio system that is designed to withstand the harshest of elements. TUSA designed systems have withstood ice storms, tornados, hurricanes, and earthquakes. In fact, when Hurricane Katrina struck New Orleans, the eye of the storm made a direct hit on Gulfport, Mississippi, Gulfport's radio system was the only thing still working thanks to the stringent specifications created by TUSA. You have our commitment to deliver a reliable radio system.



SECTION **A** *Scope of Work*



PHASE 1 - NEEDS ASSESSMENT

The City of Bentonville has described task items that are to be undertaken and completed by the Consultant as part of its user needs assessment/survey scope of work. TUSA has been conducting public safety radio assessment and conceptual solution developments for over 27 years, and we have developed a field-proven evaluation approach we call the three I's: Investigate, Interview, and Inspect.

Using this structured approach, TUSA's consultants gain accurate information needed to understand all aspects of how the current system functions - what is doing well, and what areas need improvement. And, of critical importance to the development of sound downstream conceptual improvement solutions, we learn from agency management, actual users and radio dispatchers their specific needs and expectations for the next-generation standards-based radio configuration. This point is key to the success of the radio project as the information gained during this Phase is the bedrock foundation from which the City can secure a communications platform that remains adaptable to support new and emerging technologies.



Investigation Stage

TUSA will schedule a project kickoff meeting with the City's project team. This meeting would be used to frame project reporting processes, interview/information research schedules and other aspects critical for the timely completion of the Phase 1 work.

TUSA will seek general information relative to neighboring radio systems to determine what types of systems/technologies are currently in operation, or are being planned, as well as what interoperability systems are currently in place. It is important to understand current and desired mutual aid/backup relationships between surrounding agencies and neighboring jurisdictions since these may require formalized or expanded Memorandums of Understanding. In addition, it is important to understand where talkgroup or channel patching may be necessary, as well as what outside frequency bands and radio

platforms are involved. Our investigative approach focuses not only on interoperability, but also operability and how internal and external departments and agencies can best communicate – simply and effectively.

During the investigation stage, TUSA would create coverage maps of the current system based on information contained in the FCC's Universal Licensing System. This allows us to predict how the current system should be performing, where coverage shortfalls are predicted, and if reported performance tracks the measured/predicted results. This coverage modelling results plays a powerful role in determining where and how coverage improvements could be structured and attained within downstream conceptual enhanced radio solutions.

Scope of Work (continued)



INTERVIEW STAGE

The City has already compiled significant information internally relative to its agency radio needs and coverage/capacity expectations for a new communications platform. While TUSA will not fully replicate those efforts, it is important for our personnel to understand those outcome objects as well. Subsequently, TUSA will meet with a subset of City staff members, stakeholders, and appropriate agency and department representatives to conduct high-level agency interviews.

Different agencies and departments often have different perceptions of how a radio system performs. For example, sheriff and police radio users might have the best “big picture” view because these users are often more aware of wide-area coverage and capacity (queuing) challenges. By contrast, a municipal fire department might suffer from inadequate portable radio building coverage or communications challenges when responding to mutual aid calls. Dispatch center operations might be hampered by inefficient/obsolete equipment, cumbersome call-patching processes, or ergonomic issues.

To make the best use of everyone’s time, TUSA recommends conducting this abbreviated user interview process armed with initial information. TUSA has developed an online, cloud-hosted “Radio System Questionnaire” that would be made assessable prior to scheduling our on-site interview work. The online questionnaire is geared to solicit basic departmental information such as: primary responsibilities, operational areas, types of equipment used, system performance challenges, interoperability objectives, maintenance/reliability concerns, future needs (voice and data), etc.

The questionnaire is also used to solicit detailed user equipment inventory information (i.e., how many portables and mobiles in use, make and model, capability for upgrade, serviceable condition, etc.). In addition, the City would be tasked with developing a critical building list whereby reliable interior portable radio operations is a mandatory requirement. More importantly this task helps to prepare those invited for actual on-site interview sessions, so that we make the best use of available time and the information gained is both accurate and highly detailed.

After questionnaires are collected within an agreed-upon response period, TUSA would meet City agency representative over a two-day on-site workshop TUSA to confirm the information gleaned and, where needed, expand on the information provided.

All of our Radio System Questionnaires can be completed online, making it easier for the user community.

Methodology (continued)



INSPECTION STAGE

TUSA will inspect the City's current radio system's fixed infrastructure locations. We will take specific note of available space for new- system equipment and antennas. This inspection stage will involve TUSA personnel as we evaluate current tower/radio site infrastructure for potential reuse opportunities in the new conceptual radio solutions. It is during this period of infrastructure inspections where TUSA can optionally (additional service) conduct signal level measurements throughout the City, using TIA/TSB-88 compliant Berkley-Varitronics test instrumentation. Using these captured signal results, TUSA can then adapt environmental loss factors used in its coverage prediction tools to fully emulate actual local conditions within the City.



PHASE 1 DELIVERABLE

This Phase 1 Needs Assessment Report deliverable will also involve the completion and delivery of two 700/800MHz P25 conceptual solution, radio engineering details, and operational considerations for a citywide radio communications system

The Phase 1 Conceptual Solutions submittal will consider support of a fully new standalone P25 configuration as well as integration with the Arkansas Wireless Information Network (AWIN) to fully leverage that remaining operational value in the legacy radio configuration. In these conceptual solutions infrastructure assets including site equipment, facilities upfit, radio repeaters, microwave radio, towers, antennas, dispatch equipment, mobile and portable radio equipment, together with peripheral and ancillary equipment needed to build, install, operate and maintain a viable citywide (or regionwide if part of AWIN) communication system will be considered.

Each conceptual solution will include interoperability gateways that would be used to link outside radio system on an ad-hoc basis. These linkages can be via dispatcher control or can be user selected via mobile/portable radios as easily as selecting talkgroups. In addition, we will consider the integration of broadband gateway technology whereby smartphone devices can be equipped with a secure, AES-encrypted application for communications with radios within the City radio network. This newest level of gateway technology provides for interoperability with your host P25 radio system from anywhere having access to cellular radio infrastructure. Taken a step further, this broadband gateway technology allows a seamless integration of P25 LMR with AT&T FirstNet.

Methodology (continued)



TUSA will also develop a budgetary cost analysis for each option that depicts the City's projected total cost of ownership over a 15-year period. This includes hardware, software, infrastructure refreshment, subscriber maintenance, HVAC, generators, and microwave. Should fire alerting or other user-requested subsystems be recommended to function in association with the new radio system, suitable solutions will be identified along with associated costs for that portion of the project.

The Phase 1 Report will include:

TUSA will deliver a needs assessment report to the City that captures the following general items :

- Identifies each agency's individual radio communications needs;
- Number of radio users in each agency;
- General overview of current communications infrastructure;
- Summary of subscriber radios needed for an upgraded P25 system;
- Infrastructure survey/inspection findings;
- Predictive benchmark of current system coverage;
- Identify coverage gaps, including in-building deficiencies;
- Development of critical building list;
- Analysis of user needs/expectations as per questionnaire/interview sessions;
- Analysis of radio paging and fire alerting subsystems;
- Specific interoperability needs;

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Methodology (continued)



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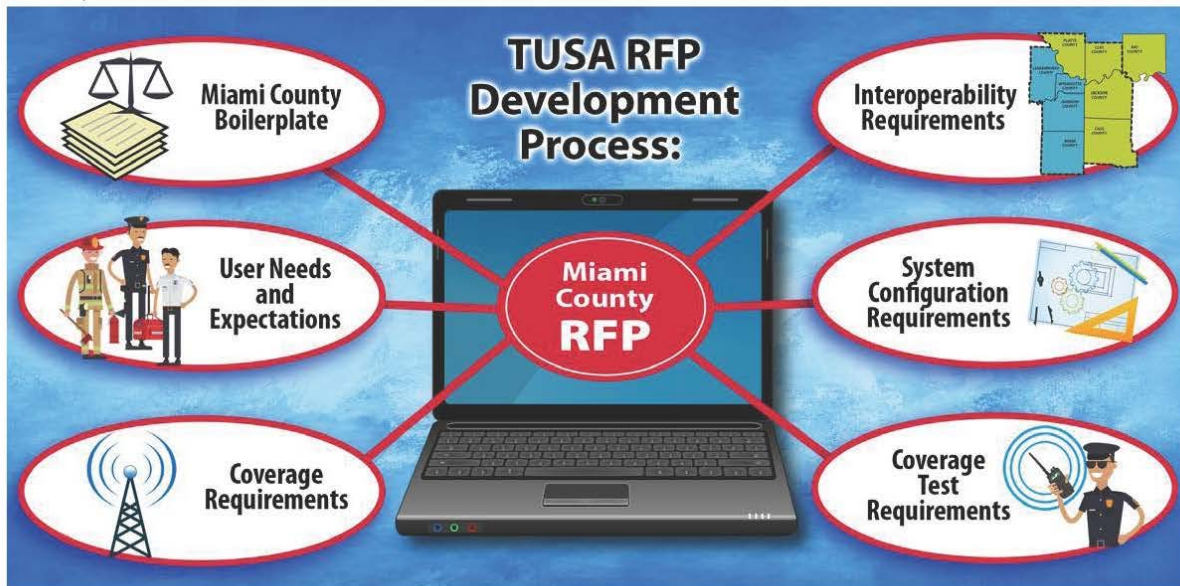
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SCOPE OF WORK (Con't)



Phase II - Procurement

TUSA will develop all the relevant content necessary to define the solicitation scope of work and provide it to the City Purchasing Department for incorporation into a Request for Proposal. TUSA will also support the RFP process, including attending the pre-proposal conference, performing vendor site walks, answering technical questions, and attending the oral presentations. During this process, we will become a shield that protects the City from unwanted vendor interference.



The structure of the RFP specifications document would minimally encompass:

- City procurement safeguards and requirements in concert with City Purchasing and Legal review;
- Defined equipment performance, workmanship and technical parameters;
- Specific coverage and audio quality requirements within a defined service area boundary, with key “must-cover” building locations identified;
- Coverage and functional test requirements;
- Capacity/future growth requirements;
- Technical and performance details for tower, generators, equipment shelters, backup power systems and security fencing;
- Training requirements for administrators, radio users, dispatchers and maintenance personnel;
- User migration/cutover requirements;
- Talkgroup planning and implementation requirements;
- Coverage and Functional Acceptance Test Plan requirements;
- Factory-witnessed Equipment Staging;
- Documentation submittal processes;
- Quality assurance/project stewardship;
- Cyber and physical security;

SCOPE OF WORK (Con't)



- Radio console/control station configuration details;
- Maintenance and spare parts support;
- Software services and hardware refreshment; and
- Cost protection safeguards – initial pricing, added equipment pricing and maintenance services.



TUSA-developed procurement specifications are geared to open and fair competition. The Industry's leading vendors know and respect our specifications and the TUSA-crafted proposal evaluation methodology. It is a procurement method that has been published by both APCO and Mission Critical-Radio Resource Magazine. And, as a direct result of work in protecting client interests, TUSA has been twice ranked as a Top Consultant in the Industry. Vendors know their submittals will be treated by TUSA with care and given full, unbiased consideration. This always results in aggressive vendor competition, a greater depth of proposed services and lower costs to you.

TUSA would provide technical support during the proposal cycle by conducting a Pre-Proposal Conference for prospective vendors and the develop of addenda responses to appropriately submitted questions by vendors.

Phase III - Vendor Selection/Project Management

TUSA would also provide technical support to City team in its evaluation of responses to the RFP solicitation. This support includes developing of proposal evaluation workbooks for all respondent responses to facilitate the ability of each City evaluation team member to independently evaluate all responses. At the request of the evaluation team, TUSA can provide technical interpretations and clarifications and educate the group on technical and related project implementation matters so the City can understand the intricacies, advantages and disadvantages of each technical proposal submittal. This extra step insures the individual members of the group are equipped to arrive at their own conclusions and can make informed objective decisions.

Once this initial City evaluation is completed, TUSA would review the results and independently advise where the received proposals rank against the RFP's specific requirements for: coverage, audio quality, workmanship; capacity; interoperability; site suitability; documentation production; training; and adherence to Industry-recognized technical and performance standards. We will also conduct a life-cycle cost analysis of each received proposal to where the City has a clear understanding of each proposed solution's total cost of ownership, inclusive of software/hardware refreshment, tower rental costs and third-party maintenance that may fall outside of a vendor's proposed solution cost.

SCOPE OF WORK (Con't)



Phase III - Implementation (Continued)

Once the best and most advantageous proposal solution has been determined, TUSA would next assist the City during contract negotiations and award, to ensure the final contract reflects the commitments made by the selected respondent (and those in subsequent negotiations) for all required equipment, services and implementation deliverables. Further, we will negotiate on the City's behalf a final set of acceptance testing criteria (i.e., coverage, functionality, operability, reliability, and workmanship) that will become part of the vendor's Contract for Services.

TUSA is knowledgeable of accepted procurement processes, as we have successfully assisted numerous cities and counties with complex P25 radio system implementations. Yet, TUSA is not a law firm and must rely on the City's legal authority to develop a vendor contract that is legally binding in the State of Arkansas and retains appropriate performance safeguards that are essential for projects of this scope and complexity.

Once the Vendor's contract has been formally executed and a Notice to Proceed has been issued by the City, TUSA's role would then become one of project management assistance. TUSA will provide industry best-in-class project management to support implementation management, inspection, acceptance testing, and cutover assistance as required for the project. TUSA places a strong emphasis on project management. All of our project managers have their PMP certification, and all adhere to the Project Management Institutes (PMI) best practices for project management as defined in the Project Management Body of Knowledge (PMBOK). This is important because it allows us to ensure that your project comes in on time and on budget.

TUSA will assist with the implementation planning, final system design, project management and installation support, document and manage the project scope as necessary. TUSA will develop a detailed project plan with key milestones and timelines describing the work to be accomplished in accordance with vendor input and contracted schedule. The project plan will have resource assignments, dependencies, actual costs compared to budgets and all other related activities.

TUSA Project Management Processes:



SCOPE OF WORK (Con't)



During our implementation support, TUSA will not only provide monthly project process reports and review meetings, but also weekly status updates via electronic submittals. TUSA personnel would verify the performance of P25 and microwave radio equipment during factory staging. Approval to release equipment to be shipped to City facilities would be withheld until all equipment complies with the pre-approved factory acceptance test plan methodology and the RFP's specifications for performance and workmanship.

TUSA would conduct spot inspections of all worksites to monitor vendor progress in accordance with the radio vendor's project time line and will conduct detailed field work inspections in-step with the vendor's actual implementation progress. The results of these inspections will be individually documented and submitted to the City for review and approval.

PHASE IV: Final Acceptance

Prior to agency/user migration, the radio vendor must complete a detailed body of tests termed the Functional and Coverage Acceptance Test. The functional test is one where the vendor is required to complete site-by-site and comprehensive end-to-end testing of the installed infrastructure. These tests typically involve the measurement and adjustment of transmitter and receiver parameters such as antenna transmission line sweeps, power output, modulation fidelity, frequency stability, receiver sensitivity, detected bit-error rates and other such parameters that assure the equipment's readiness to engage the formal testing process.

After these tests are successfully completed, the radio system will be evaluated for coverage performance, as per the established test plan. TUSA will field necessary personnel in vendor-provided test vehicles and at the City's radio dispatch facility to confirm that the required coverage reliability and audio quality has been attained. TUSA will review and recommend for approval formal test results that it has verified are in full compliance with the Contract. Failure to achieve a successful coverage result will essentially halt further work by the vendor other than that associated with correcting the coverage shortfall and re-testing the failed area/region.

Once the coverage test has been successfully concluded, the new radio system will undergo a 30-day burn-in test to confirm no latent defects exist within the equipment. During this period, no adjustments are to be made to the radio system except those needed to restore equipment functionality. If a major failure is sustained (i.e., one that disables 50% of the system's channel capacity, 25% of dispatch center capacity or loss of an entire site), the test will be suspended, necessary repairs will be made, and the 30-day period will be re-run. TUSA will monitor the 30-day run period and will review any failures observed and the corrective action taken by the vendor. If multiple burn-in test failures are observed, a renewed system audit will be initiated and monitored by TUSA personnel.

In addition, TUSA will develop a punch list of observed installation omission and workmanship issues within the fielded radio system (inclusive of a sampling of user equipment installations). These findings will be submitted to the City for review and comment prior to release to the vendor for corrective action. A follow-up inspection will be conducted by TUSA to confirm that all punch list items have been resolved.

SCOPE OF WORK (Con't)



During the burn-in period, the vendor will have completed programming and training of user personnel, in readiness for the formal cross-system user migration process. TUSA will monitor radio user and dispatcher training to the extent desired by the City. We would ensure that the training processes and materials developed and conducted by the radio vendor are City-specific and are not of a general (and consequently non-useful) format.

The Vendor will have developed and submitted a formal cut-over/migration plan for review and approval by the City. TUSA will review these vendor plan submittals and make recommendations as needed to the City. If desired, TUSA would supply on-site personnel to monitor the full cutover process to augment the City's technical team members.

From the above, numerous test processes are required to successfully implement today's public safety radio systems. TUSA is prepared to craft a comprehensive set of test verification services that fully mirrors the City's specific requirements. At the successful conclusion of all scheduled tests, delivery of all required as-built document submittals the resolution of all outstanding punch list items by the Vendor, TUSA would submit a Certificate of Project Completion for City consideration. TUSA encourages its clients to withhold the Vendor's final retainage payment until this final milestone has been fully achieved.



TAB **B** Company and Personnel Information

Tusa Consulting Services has assembled the right team for the City of Bentonville. Each of these members brings with them a unique skill set and depth of experience in the field of land mobile radio. What's more, the entire team is available to start supporting your project today, and will be available throughout the project's completion. All of our consultants have sufficient hours available to support this project in addition to their other projects.

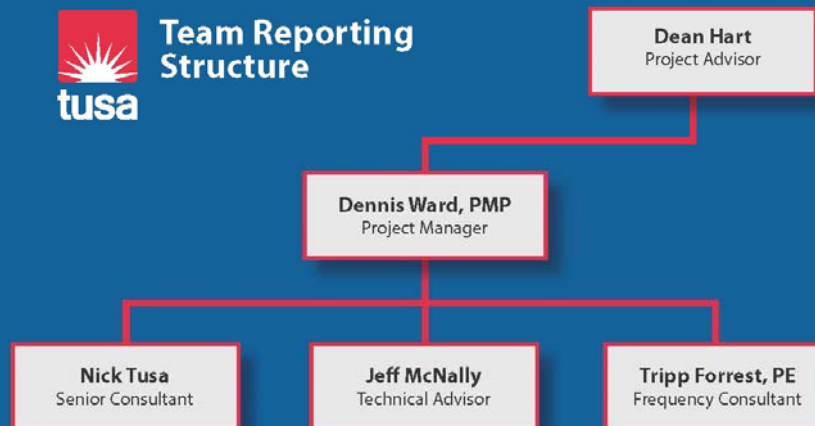
All projects are overseen by the the Chief Operating Officer, Dean Hart. Dean serves as a project advisor, and helps to mitigate risks and ensure quality results in all company deliverables. Dean is available at any time, not only to the Bentonville project team, but to the City directly should they have any concerns.

The TUSA/Bentonville Team

Available Today	✓
Project 25 Experience	✓
Grounding Certification	✓
PMP Certification	✓
Professional Engineer (PE)	✓



Team Reporting Structure



Dean Hart



Profession

Senior Consultant for Tusa Consulting Services. Drawing from a professional career span of over 29 years of management and technical leadership provided to state, county, and local government clients in developing system's needs assessments, design, acquisition, contract negotiations, and implementation management of Public Safety Mobile Radio (LMR) systems. Core competencies include program management, contract negotiations, systems implementation and maintenance management.

Experience

2005 - 2011 and 2014 - Present: Tusa Consulting Services

Senior Consultant

- Senior Consultant responsible for the technical oversight of the State of Florida's Sustainability Study and Business Case.
- Senior Consultant for the MARC network in Kansas City. Oversaw the implementations of this five county system that covers two states.

January 2012 - May 2014: Motorola Solutions Inc.

Project Director, State of Missouri, Missouri Statewide Interoperable Network

- Project Director responsible for direct management of overall project, implementing a P25 VHF system with AT&T MPLS connectivity for all state public safety agencies.
- Direct day-to-day responsibility included design and construction of 73 communication sites and 13 dispatch center renovation under budget and on a critical short time schedule.

November 2004 - May 2006: Motorola Inc.

Program Manager, Commonwealth of Virginia, Statewide Agency Radio System

- Lead project manager responsible for direct management of five project managers, implementing a P25 VHF system with microwave and fiber ring connectivity for all state law enforcement agencies.
- Direct day-to-day responsibility included design and construction of 20 communication sites and one dispatch center renovation under budget and on a critical short time schedule.

December 2000 - November 2004: M/A-COM, Inc.

Field Service Manager, State of Florida, Statewide Law Enforcement Radio System

- Technical, contractual and operational manager of over 200 sites and 8 dispatch centers.
- Network telecom with Alcatel microwave connectivity in support of fully digital encrypted EDACS provoice communications system for all state law enforcement agencies. Established and oversaw Network Operations Center (NOC), monitoring system 24/7/365 in support of public safety agencies.



Key Clients

- State of Florida (SLERS)
- State of Wisconsin
- City of Miami, Florida
- West Palm Beach, Florida
- McPherson, Kansas
- Miami Beach, Florida
- Mid America Regional Radio (MARRS)
- Kansas City, MO
- Overland Park, KS
- Johnson County, KS
- Clay County, MO
- Lancaster County, PA
- Norman, Oklahoma
- Oklahoma City, Oklahoma
- Scott County, Kentucky
- Saline County, Kansas

Key Qualifications

- Statewide Radio Networks
- Project Management
- Tower Site Acquisition
- Maintenance Planning
- Radio Shop Supervision

Education

- U.S. Army Fort Gordon, Georgia
- Electronics Institute Honor Graduate

Articles Authored

- Installation Checklist (Mission Critical Magazine, June 2009)
- An Ounce of Prevention (Mission Critical Magazine, April 2007)
- Warranty Maintenance (Mission Critical Magazine, March 2016)

Dennis Ward, PMP



Profession

Seasoned Project Manager for Tusa Consulting Services, specializing in the oversight of complex Needs Assessments, system design, and implementation of public safety communication systems. Drawing upon the experience gained from M/A-COM (now Harris), and as a principle consultant for MWF Enterprises, Inc., Mr. Ward has worked as a project manager for public safety for over 20 years, overseeing the implementation of complex, hardened radio networks. He brings with him a wealth of knowledge infused with public safety experience that relies heavily on the Project Management Institute's best practices, ensuring overall project success!

Experience

2012 - Present: Tusa Consulting Services – Paola, Kansas

Project Manager

- Project Manager for Lancaster County, PA – Recently completed a \$26-million-dollar deployment of a 25 site, UHF T-Band P25 radio network that brought over 80 Fire Departments, 35 Police Departments, and 20 EMS Companies onto a common radio platform.
- Project Manager for the State of Wisconsin – Recently completed a sustainability study that investigates the staffing, technology, and financial business models of the Wisconsin Interoperable System for Communications (WISCOM). Currently helping them with their P-25 procurement.
- Project Manager for Harris County, Georgia – Currently overseeing the deployment of a NextGen 9-1-1 system and CAD system upgrade.

2005 - 2012: MWF Enterprises, Inc. – Lancaster, Pennsylvania

Principle Consultant

- Project Manager for numerous public safety projects, including work with the Commonwealth of Pennsylvania.
- Performed narrowbanding work for numerous MWF clients, including a project for the South Central Task Force that required coordinating with 16 counties, 4 task forces, and 2 states.
- Performed rebanding work for several MWF clients, including Lancaster County, Pennsylvania.
- Oversaw the development of over a hundred training videos for numerous clients, including Hartford, CT and Waterbury, CT.

1999 - 2005: M/A-Com & Com-net Ericsson – Harrisburg, Pennsylvania

Site Manager

- Managed the deployment of 80 control stations in every 9-1-1 facility across 67 counties for the Pennsylvania Emergency Management Agency.
- Managed the statewide deployment of 5,000+ radios with a value of approximately \$12M over two years.



Key Clients

- State of Wisconsin
- State of Minnesota
- State of Louisiana
- Saline County, Kansas
- Miami County, Kansas
- Norman, Oklahoma
- Lancaster County, Pennsylvania
- Page County, Iowa
- Harris County, Georgia
- Georgetown, Kentucky
- Hernando County, Florida
- Auburn, Maine
- Newton County, Georgia
- Lewiston, Maine
- Emergency Health Services Federation, PA

Key Qualifications

- Project Management
- Needs Assessment
- Risk Management
- Quality Management
- Specification Development and Scoring
- Implementation Oversight
- Acceptance Testing
- Coverage Testing
- P-25/EDACS/ASTRO

National Speaker

- 2015 APCO International
- 2016 IWCE

Published Author

- 2017 APCO's PSC Magazine

Dominic (Nick) Tusa



Profession

Principal for Tusa Consulting Services, specializing in the design and implementation of public safety communication systems. Drawing from a professional career span of 35 years involving virtually every aspect of public and private radio communications (HF-SSB, analog and digital voice FM radio systems, private microwave, multiplex and telephone signaling systems), Tusa has a documented record of successful, high performance radio solutions. This expertise was put to the ultimate test when three radio networks designed by Tusa were subjected to the force and destructive power of Hurricane Katrina. Katrina proved to be one of the worst natural disasters to impact the United States, and all three TUSA designed radio networks operated during and after the storm's passage.

Experience

1992 - Present: Tusa Consulting Services – Covington, Louisiana

Principal Consultant

- Provided private microwave design services to Exxon Company, USA
- Completed 25 public safety radio systems valued at over \$310M
- 800MHz rebanding support to 44 TUSA clients
- Development of TUSA process standards
- Provide radio consultant services to private and municipal agencies
- Trial expert—ComNet (CNE) v. Tyco. Provided key technical services and trial testimony instrumental in \$126MM judgment award to ComNet
- Expert in design and implementation of VHF, UHF, 700/800 MHz P25 simulcast solutions

1985 - 1992: Crescent Radio Electronics, Inc. - Metairie, Louisiana

Co-Owner

- Start-up radio service and product development firm
- Provided contract radio engineering services for Exxon Company, USA
- Designed and implemented voice radio systems for Chevron
- Developed digital modulators for private carrier for Chevron
- Developed base/repeater station controllers for oil industry use

1980 - 1985: CSM/EB Communications, Inc. - Lafayette, Louisiana

Contract Radio Engineer

- Designed/implemented HF-SSB Shore Station
- Developed signaling system for Gulf Oil M/W Network
- Implemented M/W modernization project for Gulf Oil
- Developed UHF point-to-point radio telephone systems
- Designed/implemented helicopter flight-following radio systems

Articles Authored

- Options for Funding Your Radio Network – Digital Radio in the Americas” (Mission Critical Magazine Educational Series, December 2014)



Key Clients

- State of Florida
- State of Wisconsin
- State of Louisiana
- Kansas City, Missouri
- West Palm Beach, FL
- New Orleans, LA
- Mobile County, AL
- Jackson, MS
- Hillsborough County, FL
- Floyd County, GA
- New Bern, NC
- Franklin, NC
- Harrison County, MS
- St. Tammany Parish, LA
- ComNet Communications

Key Qualifications

- Simulcast Network Design
- P-25/EDACS/ASTRO
- VHF/UHF Conventional
- Project Management, RF
- Coverage Designer
- Antenna System Specialization
- Network Evaluation Studies
- Trial Expert – RF Comm/Propagation

Education

- BSEE Tulane University

Interests

- Amateur radio operator and experimenter (KSEF)
- Fabrication of HF no-tune amplifiers using proprietary power coupling devices
- Restoration and collecting of antique radio devices

Jeff McNally



Profession

Senior Consultant for Tusa Consulting Services. With over 30 years of years of engineering, project management, and technical expertise, Mr. McNally has been providing technical leadership to state, county, local governments and international clients. Working primarily in system design, management and implementation of Public Safety Mobile Radio systems, Mr. McNally has the essential competencies that include program management, system implementation, and maintenance management.

Experience

2018-Present: Tusa Consulting Services - Covington, Louisiana

Senior Consultant

- Senior Consultant for the City of Georgetown/Scott County, Kentucky. Responsible for overseeing the design and implementation of this Harris system.
- Senior Consultant for Page County, Iowa. Responsible for overseeing the design and implementation of this Motorola system, which is part of the ISICS network.

2015-2018: Ka-Comm, Inc. - Olathe, Kansas

Systems Project Manager/Engineer

- Managed the installation and implementation of multiple teams for P25 Trunked, DMR and conventional radio communication systems. Recent projects included Oklahoma City and Norman, Oklahoma.
- Responsible technical aspects of projects including backbone equipment configuration, implementation, scope of work, and engineering resolutions.
- Created test procedures, scope of work, and technical documentation to insure accurate work processes.

2006 - 2015: Communications Associates, Inc. - Lenexa, Kansas

Lead Systems Engineer/Project Manager

- Managed radio and data system projects, teams, and schedules.
- Provided engineering specifications for radio transmitter towers and equipment buildings for Responsible for all technical aspects of communications projects including backbone equipment design and implementation, scope of work, and technical resolutions.

1993 - 2006: M/A-Com, Inc. - Lenexa, Kansas

Technical Engineer

- Provide technical guidance and expertise to service staff.
- Responsible for employee relations and grievance resolution of technical issues.



Key Clients

- Oklahoma City, OK
- Ector County, TX
- McPherson County, KS
- Franklin County, NC
- Miami County, KS
- Douglas County, GA
- KU Med Hospital Authority, KS
- Page County, IA
- Scott County, KY

Key Qualifications

- Managing LMR Radio Networks
- Engineering Support
- Project Management
- System Testing
- Acceptance Testing
- Propagation Analysis
- P25/DMR/LMR

Education

- ITT - Communications Engineering
- United States Airforce - Technical Trainer Cryptographic Systems
- DeVry University - Bachelor's Degree in Business Project Management

Jack "Tripp" Forrest, P.E.



Profession

Tripp is the inhouse frequency expert for Tusa Consulting Services. Tripp served as a lead in-house engineer on the State of Florida's Statewide Law Enforcement Radio System (SLERS) from 2007 through 2011. This system encompasses 211 radio towers and 22,000 users operable on the statewide system. Since 2011, Tripp has served as a Tusa project engineer on numerous radio communications projects and he is a registered professional electrical engineer licensed to practice in numerous states. Tripp has created a proprietary software tool that can be used to "find" licensable radio channels from within the FCC's extensive licensing database. EZ-Spectrum™ analyzes frequencies to determine if they have any potential for interference to, or from, neighboring FCC-licensed systems and can determine the suitability of channel sets for simulcast designs, combiner schemes, etc.

Experience

2011 - Present: Tusa Consulting Services

Frequency Specialist

- Subject matter expert for Thorp Reed and Armstrong
- Radio system design and simulcast system optimization
- System implementation overview and Supervision
- Custom software development
- Assistance with interference resolution
- Subject matter expert for 700/800 MHz frequency coordination
- Awarded Professional Engineer (P.E.) designation, 2011
- Created Google Earth based frequency planning software tools
- Created Google Earth based site acquisition software tools
- FCC licensing for experimental technologies
- Spectrum planning and FCC licensing expertise

2007 - 2011: State of Florida – 800MHz Frequency Coordinator

Software Tool Designer for 800MHz Communications

- Spectrum Manager – Statewide Law Enforcement Radio System (SLERS)
- Co-Author and Manager of the Florida Region-9 Interference Program (FRIP)

2006 - 2007: Hines Hartman

- Commercial power and lighting system design
- AutoCAD drafting



Key Clients

- State of Florida
- State of Pennsylvania
- Sumter County, FL
- City of Kansas City, MO
- City of New Bern, NC
- Harrison County, MS
- Hancock County, MS
- Wagoner County, OK
- City of Broken Arrow, OK
- City of New Orleans, LA
- St. Tammany Parish, LA
- Lee County, GA
- Gordon County, GA
- Floyd County, GA
- Mobile County, AL
- West Palm Beach, FL
- Washington County, WI
- Hot Springs, AR
- EF Johnson
- Janus Spectrum

Education

- BSEE – Florida State University
- Specialization in RF
- Specialization in Digital Communications
- National Merit Scholar, 2001

Licensed Professional

Engineer: AL, CA, CO, FL, GA, KS, LA, MS, MO, NY, NC, SC, TN, TX

SECTION Fee Proposal

The following fee proposal is based off an hourly rate of \$165 an hour. The prices listed are a not to exceed price. If TUSA misjudged the amount of time to perform the tasks in this scope of work, TUSA will perform the additional work at no additional cost to the City of Bentonville. In addition, TUSA will only invoice for actual work performed. Finally, TUSA estimates the hours per task and reserves the right to move hours from one task to another if needed, however, the grand total number of hours will not be exceeded.

PHASE 1 BUDGET

City of Bentonville Phase I - Needs Assessment	Consultant	Hourly	
Description	Hours	Rate	Cost
Task 1 - Project Kickoff Meeting (Travel Exp - 2 Resources)	28	\$165.00	\$4,620.00
Task 2 - Interview Stage and Online Survey (Travel Exp - 1 Resource)	38	\$165.00	\$6,270.00
Task 3 - Radio Infrastructure Inspection (Travel Exp - 1 Resource)	16	\$165.00	\$2,640.00
Task 4 - Develop Project Concepts (Includes Existing System and Conceptual Coverage Studies)	40	\$165.00	\$6,600.00
Task 5 - Prepare/Submit Findings/Budget/Needs Assessment Report	40	\$165.00	\$6,600.00
Task 6 - Report On-Site Presentation (Travel Exp - 1 Resource)	12	\$165.00	\$1,980.00
		Travel Allowance	\$4,450.00
			\$33,160.00

PHASE 2 BUDGET

City of Bentonville Phase II - RFP Development and Procurement	Consultant	Hourly	
Description	Hours	Rate	Cost
Task 1 - Refine County's Selected Configuration Concept	16	\$165.00	\$2,640.00
Task 3 - Develop Initial Radio System RFP Draft/Final Submittal	120	\$165.00	\$19,800.00
Task 4 - Conduct Pre-Proposal Conference/Site Visits (Travel Exp - 2 Resources)	24	\$165.00	\$3,960.00
Task 5 - RFP Addenda Development Services	16	\$165.00	\$2,640.00
Task 6 - RFP Evaluation Support (Travel Exp - 2 Resources)	140	\$165.00	\$23,100.00
Task 7 - Contract Negotiation Assistance (Travel Exp - 1 Resource)	24	\$165.00	\$3,960.00
		Travel Allowance	\$4,250.00
			\$60,350.00

Note: The budget above includes both the infrastructure and subscriber radio being combined into a single RFP. If the City of Bentonville would like to break this out into two separate RFPs, please see the optional Subscriber RFP on the next page.

SECTION Fee Proposal

SEPERATE SUBSCRIBER RFP BUDGET (OPTIONAL)

Separate Subscriber Radio RFP (OPTIONAL) Description	Consultant Hours	Hourly Rate	Cost
Task 1 - Develop Subscriber Device RFP Submittal	60	\$165.00	\$9,900.00
Task 2 - RFP Addenda Development Services	8	\$165.00	\$1,320.00
Task 3 - RFP Evaluation Support	32	\$165.00	\$5,280.00
Option Cost:			\$16,500.00

This optional budget would be in addition to the proposed Phase 2 budget if Bentonville elected to have a separate RFP for subscriber devices.

SECTION *Fee Proposal*

TOTAL BUDGET

Description	Total
City of Bentonville Phase I - Needs Assessment	\$33,160.00
City of Bentonville Phase II - RFP Development and Procurement	\$60,350.00
Administration (1.5%)	\$1,402.65
TOTAL Phases I and II	\$94,912.65

AGREEMENT BETWEEN THE CITY OF BENTONVILLE, ARKANSAS
and
TUSA CONSULTING SERVICES II, LLC
for
RFQ # 19-45: ANALYSIS OF EMERGENCY RADIO COMMUNICATIONS

This Agreement is entered into September XX, 2020 by and between the City of Bentonville, Arkansas (the “City”) and TUSA Consulting Services II, LLC (the “Contractor”).

Recitals

A. The City of Bentonville desires a contract for professional services from the Contractor to conduct an analysis of its public safety radio communications system, capabilities and new-system requirements as described by the City-issued RFQ #19-45 Radio Communications Consultant and further described by the Contractor in its subsequently-provided services proposal as contained herein.

B. The Contractor has the requisite qualifications and experience to perform the services needed by the City and desires to perform those services pursuant to the terms of this Agreement.

The parties, in consideration of the mutual promises set forth in this Agreement, agree and covenant:

1. Definitions. Capitalized words used in this Agreement shall have the following meanings:

“**Agreement**” means this Agreement for the analysis of the City of Bentonville’s emergency radio communications systems and capabilities, as amended, and supplemented from time to time.

“**City**” means the City of Bentonville, Arkansas

“**Contractor**” means TUSA Consulting Services II, LLC; 75757 Highway 1082; Covington, LA 70435, and its successors.

2. Exhibits. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A: RFQ #19-45 Specifications

Exhibit B: TUSA Proposal, negotiated
and Submitted on January 8th, 2020

Exhibit C: TUSA Insurance Certificate

3. Responsibilities of the Parties. The parties agree to perform the responsibilities outlined in the attached and incorporated by Exhibits A and B. In addition, TUSA will review and comment on the City’s unsolicited radio system proposal provide by Motorola Solutions, Inc.

4. Term; Schedule. The Contractor agrees to perform its responsibilities during the term and according to the timeframe and schedule described in Exhibit B, subject to the potential for prior termination pursuant to the terms of this Agreement. The term and delineation of services encompassed by this Agreement can be modified or extended by mutual agreement between the City and Contractor. Note: any amendment to the term requires approval by the Bentonville City Council.

5. **Payment.** The City shall pay the Contractor for the performance of its responsibilities pursuant to this Agreement as set forth in Exhibit A. The Contractor shall issue invoices to the City monthly for those services performed in the course of its work, as defined by Exhibit A or other services as authorized by the City.

6. **Insurance Requirements.**

6.1. **Types and Amount of Coverage.** The Contractor agrees to obtain insurance coverage as specified in Exhibit C, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Contractor subcontracts any of its obligations under this Agreement, the Contractor shall require each such subcontractor to obtain insurance coverage as specified in Exhibit C. Failure of the Contractor or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Contractor of liability.

6.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent "Bests" insurance guide and admitted in the State of Arkansas. Except as otherwise specified in Exhibit A, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

6.3. **Certificate of Insurance.** The parties acknowledge that the Contractor has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The City reserves the right to require complete certified copies of all insurance policies procured by the Contractor pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

7. **Injury to Persons or Damage to Property.** The Contractor acknowledges responsibility for any injury to person(s) or damage to property caused by its employees or agents in the performance of its duties under this Agreement and shall immediately notify the City in the event of such injury to person(s) or damage to property.

8. **Indemnification.** To the fullest extent permitted by law and within the limits of its professional liability insurance coverage, the Contractor shall defend, indemnify and hold harmless the City against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the wrongful acts, negligent acts, errors, omissions, or defective work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement.

9. **Voluntary Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the other party. In the event of such termination, the Contractor shall be compensated for such services as have been satisfactorily performed through the date of termination, but no compensation shall be earned after the effective date of the termination. Within five (5) days of any such termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Contractor pursuant to this Agreement shall be delivered to the City. Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor may be determined.

10. **Default.** If either party fails to comply with any term of this Agreement within ten (10) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement ("Event of Default").

11. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

11.1 **Termination.** The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party's rights under this Agreement.

11.2 **Other Remedies.** The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting party resulting from such Event of Default.

12. **Non-Assignable.** Due to the unique qualifications and capabilities of the Contractor, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

13. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: (Add appropriate notification address here)

CONTRACTOR: TUSA Consulting Services II, LLC
Attn: Dominic F. Tusa, Founder/CEO
75757 Highway 1082
Covington, LA 70435

14. **Retention and Inspection of Records.** The Contractor shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. The records shall be maintained during the term of this Agreement, and for a period of two (2) years from the date of final payment under this Agreement (the "Retention Period"); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Agreement. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Agreement. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the State of Arkansas' open records act or other applicable law.

15. **Non-appropriation.** The City is subject to state budget and cash basis laws and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Agreement, the City shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

16. **Relationship.** It is expressly understood that Contractor in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Contractor performs its responsibilities as outlined in Exhibit B. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. Contractor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

17. **Subcontracting.** Contractor shall not subcontract any work or services under this Agreement without the City's prior written consent.

18. Compliance with Applicable Law.

Contractor shall comply with all applicable federal, state, and local law in the performance of this Agreement.

19. Equal Opportunity.

(a) The Contractor and its subcontractors, if any, agree that:

- (1) The Contractor shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability;
- (2) The Contractor shall include in all solicitations, or advertisements for employees, the phrase "equal opportunity employer," or a similar phrase to be approved by the City's human relations director;
- (3) The Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability;
- (4) The Contractor shall include similar provisions in any subcontract under this Agreement.

20. Administration of Agreement. All references in this Agreement requiring the City's participation or approval shall mean the participation or approval of the Mayor or her designee, unless otherwise provided herein.

21. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

22. Right to Independent Legal Advice. The Contractor understands and acknowledges the right to have this Agreement reviewed by legal counsel of the Contractor's choice.

23. Applicable Law; Venue. This Agreement and its validity, construction and performance shall be governed by the laws of Arkansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in Benton County, Arkansas.

24. Interpretation. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

25. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

26. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

27. Authority and Consent to Transaction. Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

28. Persons Bound. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

30. **Amendments.** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought. Note: any amendment to the term requires approval by the Bentonville City Council.

31. **Waiver.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

32. **Conflict Resolution.** No interpretation of this Agreement shall be allowed to find the City has agreed to binding arbitration.

33. **No Third Party Beneficiaries.** Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

34. **Typewritten or Handwritten Provisions.** Typewritten or handwritten provisions inserted or attached, and initialed by all parties, shall supersede all conflicting printed provisions.

35. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

36. **Headings.** The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

37. **Merger Clause.** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF BENTONVILLE, ARKANSAS

By: _____

Attest: _____

Date: _____

TUSA Consulting Services II, LLC

By: _____ Dominic F. Tusa

Attest: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH TUSA
CONSULTING SERVICES II, LLC, FOR PROFESSIONAL
SERVICES.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Tusa Consulting Services II, LLC for services related to the study and purchase of a new emergency services and city wide radio system, as set forth in the agreement hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	479-696-0229

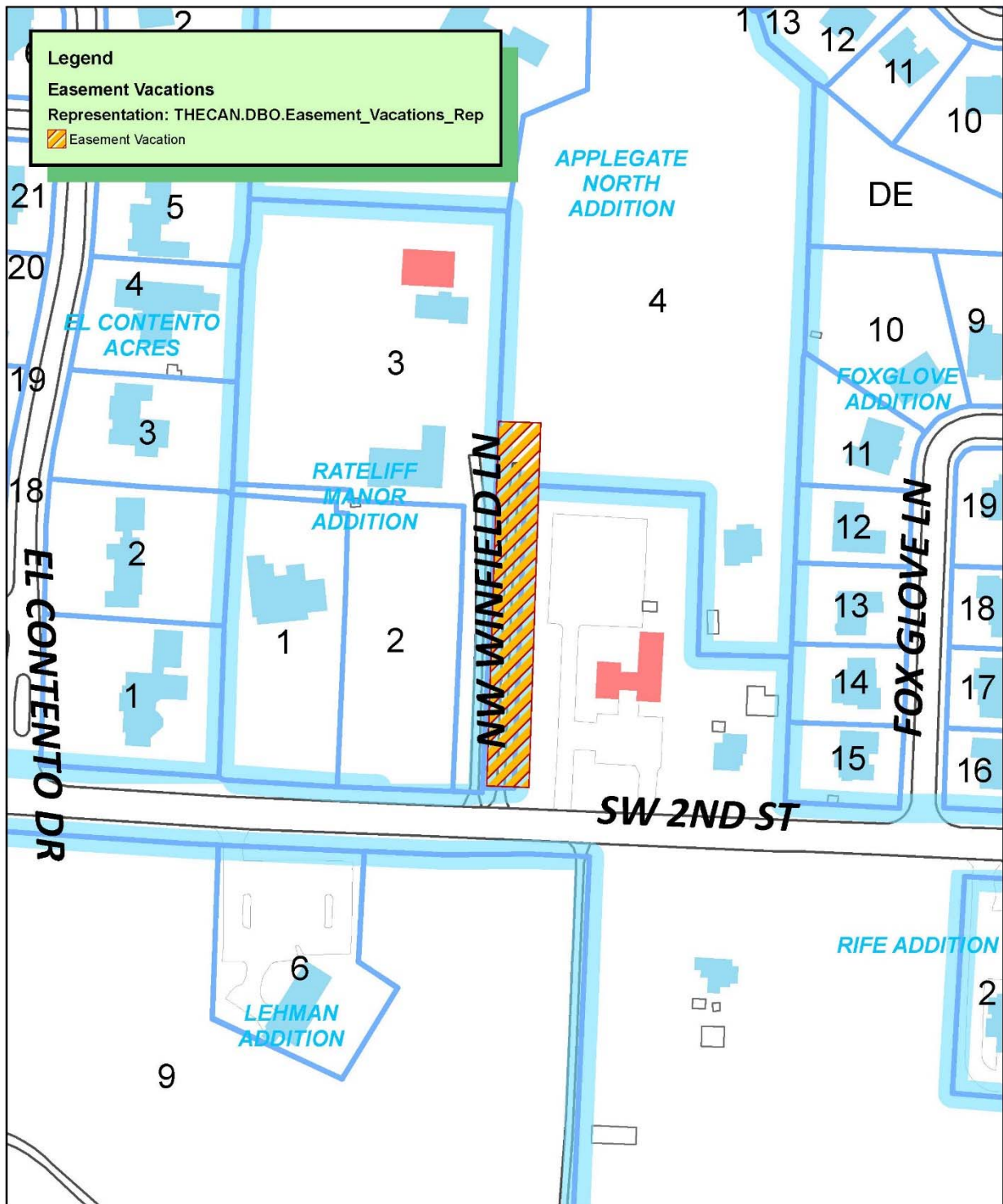
Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A RESOLUTION SETTING A PUBLIC HEARING FOR SEPTEMBER 22, 2020 FOR A PUBLIC ACCESS EASEMENT VACATION REQUESTED AT 1714 SW 2ND STREET (VAC20-0022).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





1 inch = 144 feet

VAC20-0022
Proposed Access Easement Vacation



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Shawnda Schnurbusch requesting public access easement vacation (VAC20-0022) within the City of Bentonville, Arkansas be vacated, which said public access easement is described as follows:

All of the twenty-five foot (25') Access Easement for Tract 1 and all of the twenty-five foot (25') Access Easement for Tract 2, dedicated by plat of Tract Split Howards Addition, as filed for record at Plat Book 18, page 17, March 15, 1993, said twenty-five foot (25') Access Easements being part of the West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4) of Section 25, Township 20 North, Range 31 West, Benton County, Arkansas, the aggregate perimeter of said twenty-five foot (25') Access Easements being more particularly described as follows:

COMMENCING at the Southwest corner of said West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4); thence South 89°10'09" East along the south line of said West-half of the Southeast Quarter of the Southwest Quarter (W/2 SE1/4 SW1/4) a distance of 313.85 feet to the Southwest corner of said twenty-five foot (25') Access Easement for Tract 2 and the POINT OF BEGINNING; thence leaving said south line, North 00°39'01" East a distance of 432.67 feet to the Northwest corner of said twenty-five foot (25') Access Easement for Tract 2; thence South 89°39'32" East a distance of 50.00 feet to the Northeast corner of said twenty-five foot (25') Access Easement for Tract 1; thence South 00°39'01" West a distance of 433.10 feet to the Southeast corner of said twenty-five foot (25') Access Easement for Tract 1; thence North 89°10'09" West a distance of 50.00 feet to the Point of Beginning.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on September 22, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
City of Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for City Council approval to enter into a contract with MSR Design in an amount not to exceed \$79,400.00 for professional services to conduct a Needs Assessment for Bentonville Public Library. Additional professional services will be outsourced with other vendors with a cost up to \$33,500.00 for a total project cost of \$112,900.00.					

Estimated Cost	\$79,400
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
This project is fully funded by a grant from the Walton Family Foundation.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Gladys Shoemake, Purchasing Manager; Camille Thompson, Staff Attorney; Jake Harper,
Finance Director
SUBJECT: A Resolution to Enter into a Contract with MSR Design
DATE: August 27, 2020

Bentonville Public Library (BPL) seeks City Council approval to execute an agreement for professional services for the Library's Needs Assessment with MSR Design for \$79,400. This project is fully funded by a grant from the Walton Family Foundation.

The 2018 Bentonville Community Plan suggests an assessment of the need to expand Bentonville Public Library. An expansion should align with population growth, school enrollment and city development. To fully understand how BPL should continue to serve patrons and improve offerings for our rapidly growing community, a formal Needs Assessment study is necessary. The study will be library mission-focused and community-driven.

Through the City of Bentonville's standard procurement procedures, a Request for Qualifications (RFQ) was issued in June for BPL's Needs Assessment project. Eight qualified firms responded with proposals that were graded by RFQ committee members. The committee ranked MSR Design the highest.

The contract with MSR Design includes a fixed fee, subcontractor costs and reimbursable expenses. The attached exhibit includes the service agreement, MSR Design's proposal and the RFQ solicitation packet.

The anticipated timeline for beginning the Needs Assessment is September with a four to six month duration for the study to be completed. In addition to standard assessment techniques, public input is vitally important to this project. MSR Design will gather, organize and summarize public opinions from a wide cross-section of the community. This will be accomplished through surveys, public workshops, meetings with library support groups and key person interviews of community leaders.

Meetings and communication will be held as COVID-19 Pandemic protocols allow, with virtual participation options. The Needs Assessment will conclude with a public presentation to City Council and a final report offering options and recommendations for BPL's future expansion.

Up to \$33,500 is also provided in the grant to support an optional participatory art project with a local NWA artist, as well as professional services related to design, marketing, printing, language translations and other programmatic expenses for a total project cost of \$112,900.

If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillelibrary.com.

Hadi S. Dudley, Library Director
Bentonville Public Library



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SERVICE CONTRACT: RFQ-20-07-Library Needs Assessment

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and MSR Design, hereinafter "Contractor" (collectively, the "Parties"),
Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Statement of Qualifications and Proposal for Preparation of a Needs Assessment for Expansion of the Bentonville Public Library, attached hereto as **Exhibit A**, submitted to the City's Requested for Qualifications RFQ-20-07, attached hereto as **Exhibit B**. The services shall consist of providing architectural services for the Library Needs Assessment, as described herein and as are industry standard when performing the same or similar types of professional services.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Jack Poling, Principal in Charge. The primary contact for the City shall be Hadi Dudley, Bentonville Public Library Director.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on **September (month) ____ (day), 2020**, and ending on **September (month) ____ (day), 2021**. Any changes to the Term of this Contract shall be executed as an Amendment and signed by the Parties, and shall be in accordance with all applicable procurement laws and City purchasing guidelines.

4. PROCEDURES. The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

a. General. The Contractor shall conduct its operations in a manner consistent with industry standards and best practices in providing professional architectural services for a Library Needs Assessment.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the fees outlined in **Exhibit A**. There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as a Change Order and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

City of Bentonville, Arkansas Services Contract-2020



CITY OF BENTONVILLE, ARKANSAS
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6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws prior to any additional work proceeding.

7. INVOICING. Contractor shall submit invoices to the City's contact at the end of each month, for actual work performed and/or reimbursables incurred. Invoices shall be paid within 45 days from City's receipt of invoice.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

City of Bentonville, Arkansas Services Contract-2020



CITY OF BENTONVILLE, ARKANSAS
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117 W. CENTRAL AVE.
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11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, except for those subcontractors identified in **Exhibit A**, without first obtaining the written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in Section 12, herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 and provide the City with certification thereof. Failure to obtain the City's written approval to subcontract any portion of this Contract shall be grounds for immediate termination of the Contract.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth below, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

a. Minimum Insurance Requirements.

- I. Workers' Compensation: Statutory Limits
- II. Comprehensive General Liability (Broad Form): \$1,000,000.00

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

City of Bentonville, Arkansas Services Contract-2020



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14. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure and maintain all permits and licenses necessary for the execution of the services described herein.

15. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

16. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

17. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

18. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

19. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

20. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

21. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to Exhibit A.

[This space has been intentionally left blank]

[Signature Page Follows]

City of Bentonville, Arkansas Services Contract-2020



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
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SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this _____ (day) of _____ (month), 2020.

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
Name(printed): _____
Title: _____
MSR Design
Address: _____

City of Bentonville, Arkansas Services Contract-2020



CITY OF BENTONVILLE, ARKANSAS
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EXHIBIT A

MSR DESIGN PROPOSAL

RFQ-20-07

8/3/2020

Hadi Dudley, Library Director
Bentonville Public Library 405 S. Main Street
Bentonville, AR 72712



Re: Proposal for preparation of a Needs Assessment for expansion of the Bentonville Public Library

Hadi,

MSR Design is pleased to present this proposal for professional services for preparation of a Library Needs Assessment and Report as outlined in your Request for Qualifications dated June 9, 2020. The services are as outlined in your RFQ, and include:

- Creation of a comprehensive Needs Assessment of Bentonville Public Library that is mission-focused and community-driven.

- Collect, analyze and report site-specific benchmarking of regional and national data and trends.

- Solicit and use this information as well as community input and feedback to determine BPL's capital growth and development options, justify the need for expansion, and other opportunities.

- Prepare a final written and graphic report recommending viable solutions for BPL's growth and expansion. The report will include conceptual imagery and illustrations along with an overall project projected budget and operational expense estimates. It will provide a solid foundation for the Library to solicit qualifications for design and construction phases of the expansion. It will also provide the Library Foundation a basis for a feasibility study for private fund development and the City's consideration of operational costs. The report will also take into account the likelihood of phased realization of the expansion plan and report accordingly.

Milestones and formal meetings (held in Bentonville) for our proposed scope of the work are as follows. Preparatory work will be completed for each of the milestones listed below and both formal and impromptu virtual meetings will be held regularly in the interim periods to ensure constant progress with the work.

1. PROJECT KICK OFF

WEEK 1

Initial virtual meeting to discuss schedule, scope, agreement, deliverables. Review and discuss prior work. MSR will provide a list of desired documents and information for the Library to provide in preparation of beginning work. Discuss expectations, responsible individuals and desired outcomes. Establish specific foundational goals as well as information to be collected for the design team.

2. PUBLIC ENGAGEMENT SURVEY

WEEK 4 - 6

MSR Design will develop questions for an online and mailed public engagement survey. The survey will include questions regarding desired library offerings, demographic information, and possibly the willingness to contribute to a capital campaign. At the close of the survey MSR will compile the data for review by the library and stakeholders. Survey data will inform future engagement activities.

3. STAKEHOLDER & INDIVIDUAL MEETINGS

WEEK 5 – 10

The design team will meet with library stakeholder groups, individuals, and library staff to form a basis for moving forward that is rooted in input from the staff and community leaders. Individual meetings will include five to eight stakeholders, five to eight key individuals, and library staff. If the meetings take place in-person they will be scheduled for a 2-day trip to Bentonville; any meetings not held during that trip will take place online. MSR Design will work with the Library and the City to organize the most appropriate and safe meeting formats for each of the meetings, considering the current COVID conditions in the Bentonville community, guidance of local and state authorities, and taking into account the travel required to get to Bentonville. This will be true of all the meetings to be held locally in Bentonville.

4. PUBLIC INPUT WORKSHOPS

WEEK 11

BENTONVILLE. 1 full work day.

MSR Design will facilitate two public workshops to garner feedback regarding future library opportunities, the workshop focus will be developed after the initial engagement survey to incorporate any themes that emerged from the survey findings. The public workshop meetings will be held on the same day with one being during the day and the other in the evening to enable the community's ability to attend.

5. PARTICIPATORY ART PROJECT (OPTIONAL)

WEEK 15

BENTONVILLE. 1 full work day.

MSR Design will coordinate with Ziba Rajabi to develop a participatory art project that would provide the public with an opportunity to creatively share input in the planning process. The project will take place outdoors and consider appropriate social-distancing measures. Participation will be encouraged for all, and by self-guided so as not to require library staff's time or assistance. The resulting artwork will be displayed temporarily, with the potential to be kept for longer at the library or elsewhere if desired. Creative services and materials associated with the participatory art project would be provided by the selected artist; associated fees would be paid directly to the artist.

6. DRAFT REPORT

WEEK 15

Design team will present a first draft of the Assessment to appropriate Library and City staff and other key individuals and stakeholders. Review and comment will form the basis for completing a final draft of the report, to be reviewed and commented on prior to the third site visit and the presentations at that visit to the City Council and key individuals.

7. FINAL PRESENTATION

WEEK 22

BENTONVILLE. 1-2 work days.

Design team will present a final draft of the Assessment to appropriate Library and City staff and other key individuals and stakeholders. Review and comment will inform completion of the Assessment and preparation of the final report. The final draft will be a substantially completed document. The third site visit and meetings will include a presentation to the City Council, appropriate Library staff, and to key individuals and stakeholders. The presentation will be a final presentation suitable for presentation to the various groups. The final draft of the Assessment will be a near completed document with only very minor edits and revisions anticipated.

5. FINAL REPORT

WEEK 22

MSR will prepare and distribute the final presentation. The final presentation will be both narrative and graphically rich, and tightly focused on the specific conditions and needs of the Bentonville community. It will include a conceptual site plan, floor plan(s), and two rendered images sufficient to clearly convey the

initial concepts for renovation and expansion and to form a basis for establishing an overall project budget and operational expenses. It will be useable for the Library to solicit proposals from design teams for the design of the expansion and for the Library Foundation to establish realistic private funding goals. And it will include considerations for future growth and the likely need to phase work during the expansion.

This scope of work will be completed on a mutually agreed schedule and will be completed in four to six months. We are available to start work on this on your schedule in mid-September.

MSR Design will include the following sub-consultants in our work. Fees for these consultants are included in the lump sum fee proposed below.

Hight Jackson Architects will execute incidental local work primarily related to assessment of existing conditions.

HP Engineering will conduct analyses of existing mechanical and electrical conditions and provide narrative direction for renovation and expansion.

Crossland Construction will assist with construction estimating for the project budget.

For the efforts described above, MSR Design proposes a fixed fee of \$71,900.

Reimbursable expenses are in addition to the fixed professional services fee and will include primarily the cost of travel to meetings. Expenses related to MSR Design personnel traveling to Bentonville will include coach class airfare, hotel, meals, rental car, and Minneapolis airport parking. Other expenses related to printing and other incidental costs will be minimal. Consultant expenses may include mileage to and from Bentonville, printing and other incidental costs. Reimbursable expenses will be invoiced at cost and will not exceed a total of \$7,500.00. Estimated total for three trips MSR Design staff to Bentonville is \$5000 plus \$2500 maximum for other incidental expenses.

Terms are as follows:

All invoices will be issued monthly and are due 45 days from the date of invoice. We anticipate the monthly effort to be fairly consistent month to month so would expect the four to six invoices we issue to be roughly equivalent.

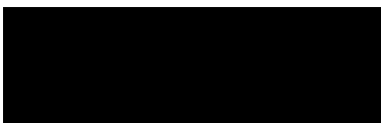
Interest of 5% will accrue on balances past due.

Either party may terminate this agreement at any time for convenience. In the event the agreement is terminated by the City, MSR Design will be due fees and expenses completed up to the date of termination.

We propose using an AIA form of agreement, AIA B105, Standard Short Form Agreement Between Owner and Architect. I will forward you a template copy of that document under separate cover for your review.

Our team is looking forward to continuing our work on assisting the library move forward and we appreciate your continued trust in MSR Design. Please let me know if you have any questions related to this proposal. We would be happy to discuss further.

Sincerely,



Jack Poling, FAIA
Principal



CITY OF BENTONVILLE, ARKANSAS
CITY HALL
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EXHIBIT B

CITY OF BENTONVILLE REQUEST FOR QUALIFICATIONS-20-07 LIBRARY NEEDS ASSESSMENT

City of Bentonville, Arkansas Services Contract-2020



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: June 9, 2020

REQUEST FOR QUALIFICATIONS **LIBRARY NEEDS ASSESMENT** RFQ-20-07

The City of Bentonville, Arkansas is accepting Statements of Qualifications from qualified, experienced and properly licensed architectural firms to provide professional services to prepare a Library Needs Assessment that is mission-focused and community-driven that recommends viable solutions for Bentonville Public Library's expansion.

Information pertaining to this Request for Qualifications, and the required Response Packet can be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located on the second floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. The Submission deadline is 2:00 P.M., June 26, 2020. Late Submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	RFQ-20-07	Date of Issuance:	June 9, 2020
Brief Description:	Request For Qualifications from architectural firms interested in providing professional services to prepare a Library Needs Assessment that is mission-focused and community-driven that recommends viable solutions for Bentonville Public Library's expansion		
Agency:	The City of Bentonville, Arkansas: Library Department The City of Bentonville, Arkansas: Accounting Department		
For Questions:	Gladys Shoemake, City of Bentonville Purchasing Manager purchasing@bentonvillear.com (479) 271-3115		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	2:00 P.M. Friday, June 26, 2020
Responses must be received by the Purchasing Office prior to 2:00 P.M. June 26, 2020. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the deadline date and time. Responses received after the designated submission deadline date and time will be considered late and will be rejected.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	City Hall Attn: Purchasing Office 117 West Central Avenue, Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be properly marked with the following information: • Proposal Number: RFQ-20-07 • Vendor's name and return address
Number of Copies for Submission:	(1) One signed original and (1) digital copy (Email, Flash Drive, or CD) of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Name of Firm or Individual: _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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Scope

The City of Bentonville, Arkansas is seeking Statements of Qualifications from qualified and experienced architectural firms to prepare a Library Needs Assessment report and presentation using site-specific data, regional and national trends, plus local community engagement to recommend and offer conceptual plans for the expansion of the Bentonville Public Library (BPL).

Qualifications are being requested from firms with extensive experience in planning, design and construction of public libraries, as well as leading public meetings and presenting findings to administrative bodies.

Selection

The City will evaluate all submissions and select the top three qualified firms from the responses to this RFQ. These firms may be invited to interview with a selection committee and submit a formal proposal for the project.

Project Background

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2010 Census reported a city population of 35,301. The City estimates the current population at 47,645, almost a 35% growth in eight years, with a more diverse and younger demographic shift. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners. Attractions such as Crystal Bridges of American Art, which has welcomed more than 4.2 million visitors since opening in fall 2011, brings culture, tourism and national recognition to the community.

The epicenter of the community is the Downtown Bentonville Square. Home of Sam Walton's original 5 & 10 Store, the Downtown Square hosts dozens of events, provides a unique retail and restaurant experience, and welcomes tourists from around the world.

In 2006, BPL opened a new 38,000 square foot library at 405 South Main Street, just three blocks from the Downtown Square. A public/private partnership, \$7,000,000 was raised by the Bentonville Library Foundation from individuals, corporations and foundations, joining the City of Bentonville's \$2,000,000 contribution for the \$9,000,000 project. The Library building and property are owned by the Bentonville Library Foundation; facility and property are leased, maintained and staffed by the City of Bentonville for the purposes of a public library.

In the last thirteen years, BPL has experienced strong circulation, growing program attendance and realized community expectations for family friendly and youth-focused services. The 2018 Bentonville Community Plan suggests an assessment of the need to expand Bentonville Public Library. An expansion should align with population growth, school enrollment and city development.



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In addition to the Downtown location, the library's mini-branch, BPL at the Community Center, provides services beyond Downtown. The expansion of the Main Street location should be assessed, as well as library service opportunities in areas of infill or edge growth.

Through assessment of internal and external influences and public dialog, this project essentially launches BPL's expansion project. In actuality, the Library's Needs Assessment is really about assessing the community's needs for its Library.

Project Goals

- Creation of a comprehensive Needs Assessment of Bentonville Public Library that is mission-focused and community-driven.
- Proposed Assessment methodology is collecting, analyzing and reporting of site-specific data, benchmarking of regional and national library trends, plus a strong focus on public engagement.
- The Assessment will use information and community feedback collected to determine BPL's capital growth and development options, and justifying the need for an expansion of its current facility and/or other opportunities for library services in the City.
- The timeframe for conducting and completing the Assessment will be four to six months.
- The final product will consist of a written report that recommends viable solutions for BPL's growth and expansion.
 - The report must be creative and innovative, clear and concise, focused on visual graphics, and address issues that are unique to Bentonville.
 - The Needs Assessment shall include general conceptual imagery, illustrations and enough detail to estimate design and construction costs and operational expenses.
 - The report must be useable for the Library to proceed with RFQs for future architectural services to provide an in-depth building program plan to inform design and construction phases of an expansion project.
 - The Needs Assessment must be useable for the Bentonville Library Foundation to proceed with a feasibility study for private fund development and for the City to consider ongoing operational costs.
 - Short-term and long-range plans should be identified and may be presented as "phased" priorities to address immediate and future library needs in a rapidly growing city. The plan should consider growth options now, and look ahead 10-15 years. This timeframe aligns with city planning goals and should consider population projections.
 - A presentation of the Library's Needs Assessment to library stakeholder groups and the Bentonville City Council is required.

Project Description

- At the forefront of the assessment will be the mission of Bentonville Public Library to engage our community, encourage discovery and promote literacy by offering lifelong learning opportunities.



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BENTONVILLE, ARKANSAS 72712

- A Steering Committee formed by Bentonville Public Library will be comprised of professionals in the library, government, planning and fund development fields. This core group is tasked with oversight of the Library Needs Assessment to ensure that the overall process and final plan is mission-focused and citizen-driven. Outward communication and the final report must be approved by city/library staff.
- Proposed Assessment Methodology:
 - Gathering and analyzing site-specific data and information as it relates to BPL's usage, facilities/space, operations and the community it serves.
 - BPL data includes, but is not limited to: statistics, outputs, and services typically tracked by libraries. Reports, photographs and other information can be provided.
 - A public/private partnership between the City of Bentonville and the Bentonville Library Foundation will again be employed for the Library to reach its fullest potential for our community.
 - Existing and potential resources from the City and Bentonville Library Foundation (i.e. funding and properties) should be addressed.
 - Community information includes, but is not limited to: City population projections, school enrollment, local projects in the pipeline and future city growth plans that may impact library expansion.
 - Benchmarking with Northwest Arkansas peer libraries and assessment of national trends in rapidly growing areas should be considered, as appropriate for the Bentonville community.
 - Benchmarking includes, but is not limited to: comparisons with regional library peers and comparable cities with landmark libraries and/or award-winning designs. National trends meeting current industry standards or cited by the American Library Association, Pew Research Center and/or other professional resources should support recommendations.
 - Most importantly, the "Community Engagement" piece of the Library's Needs Assessment will collect, organize and summarize public opinions from a wide cross-section of the community, including a broad age-range, varied socio-economic factors, diverse cultures and ethnicities, plus many community partners that are served by the Library. Reaching patrons and non-library users is important to best understand our community's expectations for public library services.
 - Surveys: In-library, online and other survey tools. Mailings to reach non-users that will provide statistically valid results is encouraged.
 - Public Workshops: Two visioning sessions or workshops with patrons and community members.
 - Stakeholder Meetings: Guided conversations with library-affiliate groups – Library and City staff, Library Advisory Board, Teen Advisory Board, Bentonville



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Library Foundation, Friends of the Bentonville Library, Northwest Genealogical Society and library volunteers. Five to eight meetings.

- Key Person Interviews: Facilitated discussions with individuals and small groups with relationships to the library – City officials and community leaders, schools (public, private and homeschool), collaborating partners (i.e. The Scott Family Amazeum, Crystal Bridges Museum of American Art, Trike Theatre, Museum of Native American History, and the Peel Compton Foundation), service organizations, businesses and/or a cross section of library user groups. Five to eight meetings.
- Other public engagement tools or techniques successfully employed by the proposing firm may be considered.
 - A participatory art project may be considered providing the public an opportunity to creatively share input in the planning process. Installed at the library, it would be a visible representation of community participation. This could be accomplished by working with local a community-based organization.
- City plans, library information, annual reports or other documents useful in preparing the Library Needs Assessment will be provided to the awarded firm upon request.

Required Meetings

The awarded firm shall attend, at a minimum, the following meetings:

- An initial meeting will be held with Library/City staff to outline the approach and process that will be used to complete the Assessment.
- Several meetings within the “Community Engagement” piece of the project, including but not limited to: two public workshops, five to eight stakeholder meetings, five to eight key person interviews (individual and small group interviews).
 - Public meetings will be strategically scheduled to allow for multiple meetings in one or two day sessions, combining small groups whenever feasible.
- Meet with Library/City staff, as necessary, during the development of the project. These periodic meetings may be conducted via online or conference call, if needed and according to what is in the City’s best interest.
- The firm will present a first draft of the Assessment to Library/City staff and other stakeholders for review and comment.
- The firm will present the Library Needs Assessment recommendations at a Bentonville City Council Meeting.
- Other meetings, either in person or virtually, as needed to ensure a comprehensive Library Needs Assessment.



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Required Responses:

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding firm or individual is requested to include the following information in their preferred format:

1. A description of the firm's experience in providing the same or similar services as outlined in this RFQ.
2. A brief summary of the firm's ability to achieve the City's project goals.
3. The following information for the firm:
 - Name
 - Headquarter address
 - Phone number
 - Email
 - Website address
 - Indicate whether the firm is a partnership, corporation, or sole proprietorship.
 - Where the company is organized
 - Names of principals, officers, and directors of the firm.
4. The following information for key personnel:
 - Name(s)
 - Respective titles
 - Experience
 - Periods of service with the firm
 - Information on past work experience providing the same or similar services as outlined in this RFQ.
5. The information for the primary contact person, including:
 - Name
 - Address
 - Phone number
 - Email
6. Statement of Qualifications: A narrative or other statement by the firm of its qualifications for the proposed project outlined in this RFQ.
7. A brief summary of the capacity and availability of the firm, and the key personnel to undertake the project.
8. A brief narrative discussing the firm's, and the key personnel's aptitude for conducting public meetings, and performing presentations at City Council meetings.
9. If the firm intends to hire additional firms as subcontractors to assist with the project goals outlined in this RFQ, identify those groups and give a brief summary of their experience and availability to undertake the project.
10. Provide the description of service and contact names with telephone numbers of at least five (5) clients for whom the firm has completed the same or similar projects for.



ADDENDUM TO SOLICITATION
SOLICITATION NUMBER: RFQ-20-07

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: JUNE 24, 2020

RE: LIBRARY NEEDS ASSESMENT

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Prospective Submitters

This addendum modifies the submission requirements stated in the original Response Document(s) dated June 9, 2020. Submitters are required to acknowledge receipt of this Addendum by including it in their submission or acknowledging via email to purchasing@bentonvillear.com. Failure to acknowledge this Addendum may result in rejection of the submission.

This Addendum Number 1 consists of 1 page (1).

Submission Requirements:

- 1.0** The original Response Packet required the submission of one (1) signed original and (1) digital copy (Email, Flash Drive, or CD) of a Letter of Interest and Statement of Qualifications (SOQ).
 - 1.1** The City received a request to waive the requirement for the one original Letter of Interest and SOQ, and accept a digital copies only, in consideration of the remote working environments due to the COVID-19 Pandemic.
 - 1.2** This Amendment waives the requirement for the one original Letter of Interest and SOQ. Submitting firms may submit a digital copy via email, flash drive, or CD.
 - 1.2.1** *For Firms that may have already mailed in a hard copy submission, the City will accept the submission (if it is delivered prior to the deadline) and will keep the hard copy on file.*
 - 1.3** Any submission in response to RFQ-20-07, whether hard copy or digital, must be received by the Purchasing Office prior to the deadline stated in the Advertisement and Response Documents.
 - 1.4** As stated in the Response Documents, any submission to RFQ-20-07 must contain a signed Letter of Interest and SOQ.

[End of Addendum Number 1]

City of Bentonville, Arkansas
Purchasing Office
RFQ-20-07 – Addendum Number 1

Page 1 of 1

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY
CLERK TO CONTRACT WITH MSR DESIGN FOR A NEEDS
ASSESSMENT FOR BENTONVILLE PUBLIC LIBRARY**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY
OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a contract for Bentonville Public Library with MSR Design in an amount not to exceed \$79,400 as set forth in the attached Exhibit A.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	9/8/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Budget Adjustment for City Council approval to accept a grant in the amount of \$112,900.00 from the Walton Family Foundation to fund a Needs Assessment for the Bentonville Public Library.					

Estimated Cost	\$112,900
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i> This project is fully funded by a grant from the Walton Family Foundation.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	9/8/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> A Budget Adjustment for City Council approval to accept a grant in the amount of \$112,900.00 from the Walton Family Foundation to fund a Needs Assessment for the Bentonville Public Library.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105050	33810	Other Revenues - Local Grant	\$ 112,900.00	
105050	43710	Prof Services - Contracts		\$ 79,400.00
105050	43510	Promotional Activities	\$ -	\$ 8,500.00
105050	43510	Promotional Activities	\$ -	\$ 25,000.00
			Totals	\$ 112,900.00
			Net Impact on Fund Balance	\$ -
*Final Account Number will be determined by Accounting Department after approval and purchase				



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www.bentonvillear.com
 PLEASE RECYCLE





Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Camille Thompson, Staff Attorney; Jake Harper, Finance Director
SUBJECT: A Budget Adjustment to Accept a Grant from the Walton Family Foundation
DATE: August 27, 2020

Bentonville Public Library (BPL) seeks City Council approval to accept a grant from the Walton Family Foundation in the amount of \$112,900 to fund a Needs Assessment study. This requires a budget adjustment for professional services.

In collaboration with the Bentonville Library Foundation, BPL applied for and received a grant award to address how our community's library could, and should, grow in the future. In addition to standard assessment techniques, the Needs Assessment project will solicit public input through several community engagement methods.

BPL is extremely grateful to the Walton Family Foundation for financially supporting our Needs Assessment and staff look forward to sharing more details about the project in the near future.

If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Hadi S. Dudley, Library Director
Bentonville Public Library

WALTON FAMILY
FOUNDATION



August 28, 2020

Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00103490

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$112,900.00 to support a formal needs assessment and community engagement process focusing on a possible future expansion of the Bentonville Public Library. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00103490.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006



Grant Agreement

August 28, 2020

Grant 00103490

The Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$112,900.00 to City of Bentonville ("Grantee"). The project term will be August 31, 2020 to January 31, 2021. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support a formal needs assessment and community engagement process focusing on a possible future expansion of the Bentonville Public Library. This grant is more fully described in Grantee's proposal dated August 07, 2020. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: \$112,900.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$112,900.00	Upon completion of signed grant agreement	September 10, 2020

3. **Payable:** This grant payment of \$112,900.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

	Type	Scheduled Date
1	Financial Report	February 21, 2021
2	Final Report	February 21, 2021

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant 00103490 on all reports submitted.

Grant payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
 - (a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation"

described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

- (b) In no event will Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - (c) Grantee will comply with all applicable laws and regulations.
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:
- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - (b) Grantee fails to comply with the terms of this agreement; or
 - (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.
8. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.
- The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.
9. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00103490 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by September 11, 2020 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor of Bentonville

Appendix A: City of Bentonville

Performance Measures

Goal: Bentonville Public Library's Needs Assessment			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City will enter into a contract with a qualified design firm.	09/30/2020	By Program records, including copy of executed Contract/Meeting Minutes
Output	The selected firm and the City will conduct a survey and host a minimum of 2 public meetings and at least 10 stakeholder meetings to gather public input. The survey will be produced in at least two languages other than English.	11/30/2020	By Program records, including list of published meetings and copy of survey.
Output	Selected design firm will coordinate at least one participatory art component as part of the community engagement plan.	12/31/2020	By Program records, including event announcement and attendance records
Output	The selected firm will complete a written and graphic report recommending viable solutions for BPL's capital growth and development.	12/31/2020	By Program records, including copy of needs assessment
Outcome	Bentonville Public Library's Needs Assessment Report will be presented and approved by the Library Advisory Board and the Bentonville City Council.	01/31/2021	By Program records, including copy of Meeting Minutes.
Outcome	The City and selected firm will collect at least 300 survey respondents and meetings will attract at least 150 participants. At least 50 of the survey responses will be non-English surveys.	11/30/2020	By Program records, including meeting attendance sign-in sheets and online survey counts.
Outcome	The participatory art component will engage at least 75 participants.	11/30/2020	By Program records, including attendance records.