



Bella Vista City Council Regular Meeting Agenda

Date/Time: October 28, 2024
6:00 PM

Location: Bella Vista District Court
2483 Forest Hills Blvd.

City Council and Planning Commission regular meetings are live streamed and archived for your convenience. View the meeting at its scheduled time or after at <https://bit.ly/bvmeetingslive>.

Mayor:

John D. Flynn

City Clerk:

Wanda Lepillez Krug

Staff Attorney:

Jason Kelley

Council Members:

Ward 1, Position 1 - Jerry Snow

Ward 1, Position 2 - Wendy Hughes

Ward 2, Position 1 - Jim Wozniak

Ward 2, Position 2 - Larry Wilms

Ward 3, Position 1 - Doug Fowler

Ward 3, Position 2 - Craig Honchell

I. Call to Order

This meeting has been given public notice in accordance with Section 25-19-106 of the Arkansas Freedom of Information Act in such form that will apprise the public and news media of subject matter presented for consideration and action.

II. Pledge of Allegiance

III. Roll Call

IV. Citizen Input

Per the rules, there is a 3 minute per person time limit to address the Council on any topic of that person's choosing. The total time allotted for citizen input is 30 minutes. Any time extension beyond the 30-minute total will be at the discretion of the City Council.

V. Council Member Reply

Any Council Members' reply to comments made during Citizen Input Session is

limited to comments only and will not be a discussion period.

VI. Action on the Minutes

- A. Approval of September 23, 2024, Regular Meeting Minutes
- B. Approval of October 1, 2024, Special Meeting Minutes

VII. Reports

- C. 2024 Extra Mile Day Proclamation - Mayor John Flynn
- D. Monthly Financial Report ending August 31, 2024
- E. Bella Vista Public Library Report - Library Director Suzanne Adams
- F. Code Enforcement Report - Police Chief James Graves

(The Chair will entertain a motion to suspend the rules of order and procedure to allow all ordinances on the agenda to be read by title only.)

VIII. Unfinished Business

IX. New Business

See meeting packet for complete ordinances and resolutions.

- G. **ORDINANCE:** AMENDING THE 2024 CITY BUDGET TO APPROPRIATE AN ADDITIONAL \$132,849.76 TO THE INFORMATION TECHNOLOGY BUDGET TO ACCOMMODATE UNFORSEEN EXPENSES RELATED TO A CYBERSECURITY INCIDENT, CORRECTIVE ACTIONS AND IMPROVEMENTS
- H. **ORDINANCE:** AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55647 (COUNTY PARCEL NO. 16-70260-003) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT ***Staff requests third and final reading***
- I. **ORDINANCE:** AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55729 (COUNTY PARCEL NO. 16-03465-000) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT ***Staff requests third and final reading***
- J. **ORDINANCE:** AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55458 (A PORTION OF COUNTY PARCEL NO. 16-18693-000) FROM R-1,

RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD
COMMERCIAL DISTRICT

- K. **ORDINANCE:** AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR RENAMING OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES TO THE DEPARTMENT OF PLANNING AND DEVELOPMENT, PROVIDING FOR REORGANIZATION, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES. *Staff requests third and final reading*
- L. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE NATIONAL AUTO FLEET GROUP PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) 2024 FORD SUPER DUTY F-350 4WD TRUCK IN AN AMOUNT NOT TO EXCEED \$65,000.00 FOR USE BY THE POLICE DEPARTMENT
- M. **RESOLUTION:** APPROVING A HEALTH INSURANCE AND BENEFIT PLAN FOR CITY EMPLOYEES TO BEGIN JANUARY 1, 2025
- N. **RESOLUTION:** APPROVING THE BASE YEAR MILLAGE ROLLBACK COMPUTATION AND CERTIFICATION FORM PURSUANT TO ARKANSAS CONSTITUTION AMENDMENT 59 AND ARKANSAS CODE ANNOTATED § 26-26-404 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID FORM

X. Announcements

- Next City Council Work Session: 5:30 pm Monday, November 18, 2024, at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Monday, November 25, 2024, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, October 31, 2024, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Tuesday, November 12, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, November 12, 2024, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

XI. Adjournment

SPECIAL NOTICES TO THE PUBLIC: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request this service, contact City Clerk prior to each meeting at

479-876-1255.

BELLA VISTA CITY COUNCIL REGULAR MEETING

September 23, 2024 6:00 PM

Bella Vista District Court
2483 Forest Hills Blvd.

MINUTES

Call to Order by Mayor John Flynn at 6:00 pm.

Pledge of Allegiance recited.

Roll Call of Council called by Clerk Krug. Council Members Snow, Hughes, Wozniak, Wilms, Fowler, Honchell present. Council Member Wozniak absent. Mayor Flynn present.

Citizen Input

Three citizens signed up to speak. Mayor Flynn explained the 3-minute rule and called the person on the list.

Ellen Creakbaum, 50 Churchill Dr. She came for an update on the STR Ordinance passed in July 2023 and would like answers to the following questions: 1. How are permits being tracked? Are city employees looking for unpermitted STR businesses? 2. What is in place to be sure a Mason Lane situation does not happen in other neighborhoods? 3. The ordinance includes a three-strike rule: *How are the three strikes being documented and tracked? *Have any permits been revoked? *Are the STRs with complaints being patrolled? 4. Do the ordinance enforcers have the guidelines they need to be able to enforce? Are these guidelines clear? 5. The state legislature meets in January and there will be legislation put forward again, like SB197. Are the cities and towns ready? Will they stand together this time? The bill is being written now. Have you been asked for input?

Rhonda Dietz, 3 Robin Ln. She came to report on the STR situation in her neighborhood. She would like to see a limit placed on the number of Airbnbs in a neighborhood and/or on a street. Her neighborhood of 8 homes includes 2 Airbnbs, and she believes that is plenty. She wonders how closely the compliance officers of the City work with the Lake Rangers. She cited incidents of code violations on Loch Lomond, where she lives. She thinks the Lake Rangers could help, by checking to see if the kayaks and boats are permitted. She

would like to know what the process is when a compliance officer is notified, and whether there have been permits revoked due to lack of compliance.

Billy Beverage, 37 Cargill Dr. He came to speak on behalf of neighbors who could not be present, on the non-compliance of the STR Ordinance. They report that negativity and lack of ownership and investments from some renters breeds an uncaring, carefree, and often disrespectful attitude toward the lake and residents. These neighbors fled California to avoid neighborhoods like these. Mr. Beverage cited large, wild parties, drinking, foul language, and trespassing by using next-door resident docks. Compliance officers have been called out, but there is no evidence of consequences for code violations. He urges the Council to take ownership of the STR ordinance, and to advise residents on how it will be enforced.

Council Member Reply

Council Member Fowler: He briefly summarized the background on the STR situation, stating that now phone calls are starting to pile up again. He thanked Mr. Beverage for mentioning there are responsible STR owners, because he knows many of them and they supported the STR Ordinance. He cited a responsible STR owner who had renters who over-used the septic system by exceeding the rental agreement for (6) persons to (9) persons, and it overflowed. At this time, he does not know the solution to all these rising problems, but believes the City must do something. He wishes the STR community would take ownership in their own regard, and form their own STR Committee to provide guidelines and seek solutions. Although conversations with those who handle compliance have taken place, he thinks demonstrated code compliance should be the result. He also reported that Granicus, in the past, listed 549 short-term rental properties advertised in Bella Vista. The current number is 497. The City has issued 428 permits, which is the highest number registered to date. 380 permits issued go toward the 600 unit cap, because some are owner-occupied. 281 units are on septic systems, and 106 units list more bedrooms than the septic permit allows. He urged residents to report STRs that do not have permits, because that should be easy to rectify.

Council Member Wilms: He urged residents who observe STR violations in their neighborhoods to call the Police Department and register the complaint and concern. If it doesn't become a recorded complaint, when Council members check with Police Records they are told the resident didn't call. On the other hand, lake residents often receive more family and friends during the day than their septic allows. That can also be the case for Airbnb renters, who have friends nearby they invite for the day. He pointed out that if excess guests don't sleep overnight, the code violation is not violated.

Mayor Flynn: He reported that at the end of June, the City had 100% compliance with STR permits for a day, and then it dropped again. He thinks some increased enforcement, with one or two people going to court, would go a long way toward STR owners signing up more quickly.

Council Member Snow: He notes these continual STR complaints are always an enforcement issue. He thinks it is up to the Mayor to see that the STR Ordinance is enforced, since the Code officers report to him.

Action on the Minutes

Approval of August 26, 2024 Regular Meeting Minutes

Council Member Fowler made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 5/Nays: 0) Passed 5-0.**

Reports

Monthly Financial Report for July 31, 2024

Mayor Flynn summarized the July Financial Report through July 31, 2024. City Operating Revenue was up 2.8%, City Sales Tax was up 6.6%, and County Sales Tax was up 0.2%. He mentioned that state statistics show City Sales Tax and County Sales Tax averages are down by several percentage points. Our City Operating Expenses are almost \$1 million below budget, and we are keeping control of our expenditures. Nonetheless, there is clearly a change in trends, especially at the county level.

Childhood Cancer Awareness Proclamation

Mayor Flynn called forward Dory Maddox, and daughter MacKenzie, who represent the Childhood Cancer Prevention group in Bella Vista. He mentioned several other families from the group that met earlier for a photo op with him, before the meeting. He read the Proclamation and presented it to them. Dory thanked the Mayor and Council on behalf of her family and others local families affected by childhood cancer. She is grateful that her daughter is now cancer free, but explained that it came at a cost.

MacKenzie recently had heart failure, has been on an associated device for her heart, and had a heart transplant back in June. MacKenzie is a Bentonville High School student and studying at home remotely, but she represents only one of many who are fighting in multiple ways. That is why they appreciate the awareness and more funds for research. She brought gold ribbons for people to wear in honor of Childhood Cancer Awareness Month.

(The Chair will entertain a motion to suspend the rules of order and procedure to allow all ordinances on the agenda to be read by title

only.) Council Member Snow made a motion to approve, seconded by Council Member Fowler. **Roll Call Vote: (Ayes: 5/Nays: 0) Passed 5-0.**

Unfinished Business

New Business

ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$143,000.00 FOR THE PURCHASE OF TWO (2) 2024 CHEVROLET TAHOE FULLY EQUIPPED POLICE VEHICLES FOR USE BY THE POLICE DEPARTMENT Mayor Flynn read the ordinance for the first time. Council Member Fowler asked Chief Graves if the purchase of Tahoes is more expensive than other vehicles. Chief Graves said they are more expensive than the Dodge Durango, but they were budgeted last year for this year before they had an evaluation from the Streets Department on the longevity of these vehicles. Next year's fleet will be all Durangos, and that will save money. He thinks 6 Durangos could be purchased for the price of 5 Tahoes. These particular Tahoes are fully equipped, and therefore cost more than some in the past. Council Member Fowler made a motion to suspend the rules and move to third and final, seconded by Council Member Honchell. **Roll Call Vote: (Ayes: 5/Nays: 0) Passed 5-0.** Mayor Flynn read the ordinance for the third and final time. Council Member Wilms made a motion to approve, seconded by Council Member Fowler. **Roll Call Vote: (Yays: 5/Nays: 0) Passed 5-0.** Mayor Flynn read the ordinance for the third time. Motion to approve made by Council Member Wilms and seconded by Council Member Fowler. Roll Call Vote unanimous to approve: **(Yays: 5/Nays: 0)**

ORDINANCE: APPROVING AN APPLICATION FOR A PRIVATE CLUB ALCOHOL PERMIT SUBMITTED BY BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. Mayor Flynn read the ordinance for the first time. He explained this is for the Tanyard Creek facility at the driving range. Staff Attorney Kelley said this is a step in the process to receive approval for the Alcohol Permit, in response to Council Member Snow's question regarding the POA contacting the neighborhood. Council Member Fowler made a motion to suspend the rules and move to the third and final reading, seconded by Council Member Wilms. **Roll Call Vote: (Yays: 4/Nays: 1 Snow) Passed 4-1.** Council Member Fowler made a motion to approve, seconded by Council Member Honchell. **Roll Call Vote: (Yays: 4/Nays: 1 Snow) Passed: 4-1.** Mayor Flynn read the ordinance for the third time and final time. Council Member Fowler made a motion to approve, seconded by Council Member Honchell. **Roll Call Vote: (Yays: 4/Nays: 1 Snow) Passed: 4-1.**

RESOLUTION: AMENDING THE 2024 BUDGET TO APPROPRIATE \$10,000.00 TO THE STREET DEPARTMENT FOR PURPOSES OF PAYING CLEAN-UP RELATED EXPENSES DUE TO AUGUST STORM EVENTS Mayor Flynn read the resolution,

and explained this is part of last month's request for up to \$150,000 debris clean-up, but it is a separate lease. Council Member Fowler made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Yays: 5/Nays: 0) Passed: 5-0.**

RESOLUTION: AUTHORIZING AND LEVYING THE MILLAGE RATE OF AD VALOREM REAL AND PERSONAL PROPERTY TAX FOR THE CITY OF BELLA VISTA, ARKANSAS FOR THE YEAR 2024 TO BE COLLECTED IN 2025 Mayor Flynn read the resolution. He explained the total millage is 6 mills: 4 mills in the General Fund, 1 mill in the Fire Pension, and now 1 mill in the Police Pension, up from 1/2 mill because the citizens voted for it in March. Council Member Fowler made a motion to approve, seconded by Council Member Honchell. **Roll Call Vote: (Yays: 5/Nays: 0) Passed: 5-0.**

RESOLUTION: APPROVING ART LEASES TO COMMENCE IN 2025 Mayor Flynn read the resolution. He explained the three art leases will be placed on Blue Bird Trail, and will be leased for \$1,800 each. These will actually start in June 2025 and be paid for in June 2025. Council Member Fowler brought up the important role art plays in a municipality, and gave credit to the Bella Vista Arts Council, entirely made up of volunteers, for their active involvement in our city. Motion to approve made by Council Member Fowler, seconded by Council Member Wilms. **Roll Call Vote: (Yays: 5/Nays: 0) Passed: 5-0.**

Announcements

- Next City Council Work Session: 5:30 pm Monday, October 21, 2024, at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Monday, October 28, 2024, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, October 3, 2024, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, October 14, 2024, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, October 8, 2024, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

Mayor Flynn announced an exceptional City Council Special Meeting: 6:00 pm Tuesday, October 1, 2024, at Bella Vista District Court, which includes a Public Hearing for the proposed \$5.4 million bond issue.

Council Member Fowler thanked MacKenzie Dory for her presence on behalf of the Child Cancer Awareness group, saying her courage and endurance stands as an inspiration to many others who are affected by cancer. Mayor Flynn wants all the children in Bella Vista affected by cancer to know that Bella Vista residents are behind them in their fight, even people that don't know them.

Council Member Wilms announced the Senior Expo at St. Bernard's Church, to be held on Thursday, October 3 from 9 am - 12:30 pm.

Mayor Flynn announced the funeral of Bella Vista's first mayor, Frank Anderson, to be held on Saturday, September 28 at 11 am at the United Lutheran Church on the corner of Cooper and Forest Hills.

Adjournment

Mayor Flynn adjourned the meeting at 6:44 pm.

City Clerk Wanda Lepillez Krug

Mayor John D. Flynn

BELLA VISTA CITY COUNCIL SPECIAL MEETING

October 1, 2024 6:00 PM

Bella Vista District Court
2483 Forest Hills Blvd.

MINUTES

Call to Order Mayor Flynn called the meeting to order at 6:00 pm.

Roll Call called by Clerk Lepillez Krug.

Present: Council Members Honchell, Fowler, Hughes, Wilms, and Snow. Absent: Council Member Wozniak.

New Business

Public Hearing

The Mayor announced that this was the date and time established for a public hearing on the proposed issuance of capital improvement revenue bonds. The meeting was then opened for a hearing of all persons desiring to present comments, suggestions or objections to the proposed bonds. No one came forward to speak, and the Mayor declared the public hearing closed.

The Mayor then announced that consideration should be given to an ordinance authorizing the issuance of a capital improvement revenue bond. This was a matter with which the Council was familiar, and after a discussion, Council Member Fowler, seconded by Council Member Honchell, moved that the rule requiring the reading of an ordinance in full on three different days be suspended and that the ordinance be read by title only. The Mayor put the question on the adoption of the motion and the roll being called, the following voted **Aye: Council Members Honchell, Snow, Hughes, Wilms, and Fowler. Nay: 0.**

Thereupon, the Mayor declared that at least two-thirds of all members of the Council voted in favor of the motion to suspend the rule. The motion was carried and the rule suspended.

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A CAPITAL IMPROVEMENT REVENUE BOND; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY. Staff requests move to 3rd and

final reading. Mayor Flynn read the Ordinance by title only. He called forward Cheryl Schluterman, representative of RAYMOND JAMES, Bella Vista's financial advisor, to describe the bond issuance to the Council. She summarized the process which began in April 2024, to work with Bella Vista in considering various financing options and set up terms to follow. They helped analyze the three bids received on September 19, and chose the 4.13% bidder, Regions Equipment Finance Corporation. The historical franchise fees of Bella Vista over the past 5 years are a little over \$1.9 million and in 2023 they were \$2 million. Within the structure of the 10-year bond we have debt service coverage of more than 3 times our annual debt service. The bonds could be called on Dec. 1, 2026, if rates go down and the city wishes to refinance. Closing will be on November 12, 2024, and payments begin in 2025. The signed Ordinance 2024-19 will be published on October 9 in the Weekly Vista, and posted in 5 places within the City for 30 days (Oct. 3 - Nov. 4): City Hall, the BV Library, Fire Stations #2 and #3, and the Public Safety Building. Mayor Flynn then introduced Ryan Bowman, the attorney and author of Ordinance 2024-19, stating he drove from Little Rock to be present for the Council Special Meeting.

Council Member Fowler made a motion to move to the 3rd and final reading, seconded by Council Member Honchell. **Roll Call Vote unanimous to approve: Aye: Council Members Honchell, Snow, Hughes, Wilms, and Fowler. Nay: 0)**

Mayor Flynn read the Ordinance for the third and final time. Council Member Fowler, seconded by Council Member Wilms, moved that the Ordinance be adopted. The question was put by the Mayor on the adoption of the motion and the roll being called, the following voted **Aye: Council Members Honchell, Snow, Hughes, Wilms, and Fowler. Nay: 0.**

Council Member Wilms, seconded by Council Member Fowler, moved that Section 23, the emergency clause, be adopted and on roll call, the following voted **Aye: Council Members Honchell, Snow, Hughes, Wilms, and Fowler. Nay: 0.**

The Mayor thereupon declared the Ordinance and the emergency clause adopted, and signed the Ordinance, which was attested by the City Clerk and sealed with the seal of the City. The Ordinance was given No. 2024-19.

Adjournment Mayor Flynn adjourned the meeting at 6:13 pm.



BELLA VISTA
A place to call home

Financial Reports for the eight - month
period ending August 30, 2024

	General Fund		Street Fund	
	As of August 2024	As of August 2023	As of August 2024	As of August 2023
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 8,210,996	\$ 9,405,139	\$ 1,232,654.04	\$ 284,225
Accounts Receivable	1,589,848	1,476,709	507	-
Other Assets	4,132,984	6,819,547	-	-
Interfund Receivables	481,817	915,693	-	-
TOTAL ASSETS	\$ 14,415,645	\$ 18,617,088	\$ 1,233,161	\$ 284,225
<u>LIABILITIES AND FUND BALANCES</u>				
<u>Liabilities</u>				
Accounts Payable	\$ 732,364	\$ 402,480	\$ 5,643	\$ 21,673
Interfund Payables	(53,797)	381,023	777,905	73,036
TOTAL LIABILITIES	\$ 678,567	\$ 783,503	\$ 783,547	\$ 94,708
<u>Fund Balances</u>				
Restricted	\$ 726,996	\$ 125,569	\$ 449,613	\$ 189,516
Assigned	\$ 161,394	\$ 170,656		
Unassigned	\$ 12,848,688	\$ 17,537,362	\$ -	\$ -
TOTAL FUND BALANCES	\$ 13,737,078	\$ 17,833,586	\$ 449,613	\$ 189,516
TOTAL LIABILITIES AND FUND	\$ 14,415,645	\$ 18,617,089	\$ 1,233,161	\$ 284,225

	GENERAL FUND				STREET FUND			
	Year-To-Date Actual Jan 2024- August 2024	Prior Year-To-Date Actual Jan 2023- August 2023	Year-To-Date Adopted Budget Jan 2024-August 2024	Budget Surplus (Deficit)	Year-To-Date Actual Jan 2024- August 2024	Prior Year-To-Date Actual Jan 2023- August 2023	Year-To-Date Adopted Budget Jan 2024-August 2024	Budget Surplus (Deficit)
REVENUES - Unrestricted/Unassigned								
State Aid	324,307	334,302	300,664	23,643	-	-	-	-
Property Tax Revenue	2,213,541	2,180,547	1,968,000	245,541	-	-	-	-
Franchise Fees	1,374,670	1,397,340	1,419,328	(44,658)	-	-	-	-
City Sales Tax	2,744,211	2,580,307	2,580,000	164,211	-	-	-	-
County Sales Tax - General	6,298,586	6,227,527	6,228,000	70,586	-	-	-	-
Total Sales Tax Revenue	9,042,797	8,807,834	8,808,000	234,797	-	-	-	-
Fines, forfeitures, and costs	129,760	91,345	90,000	39,760	-	-	-	-
Interest Income	327,054	235,338	130,000	197,054	-	-	-	-
Local permits and fees	625,820	597,806	413,320	212,500	-	-	-	-
Solid Waste Pick Up Fees	197,966	189,517	190,664	7,302	-	-	-	-
Ambulance Fees	823,930	740,152	766,664	57,266	-	-	-	-
Other Income	29,770	71,985	13,200	16,570	-	-	-	-
TOTAL REVENUES - OPERATING	15,089,617	14,646,167	14,099,840	989,777	-	-	-	-
REVENUES - Restricted/Assigned								
County Turnback Revenues - Street					382,080	379,010	386,667	(4,586)
State Aid	78,485	579,379	-	78,485	1,687,652	1,691,673	1,666,667	20,985
Federal Aid (Grants, etc.)	-	25,144	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Fines, forfeitures, and costs	14,550	8,665	-	14,550	-	-	-	-
Interest Income - Street Fund					7,121	3,292	-	7,121
Other Income	24,280	19,001	-	24,280	-	-	-	-
TOTAL REVENUES - RESTRICTED/ASSIGNED	117,314	632,189	-	117,314	2,076,853	2,073,976	2,053,333	23,520
TOTAL REVENUES	15,206,932	15,278,355	14,099,840	1,107,092	2,076,853	2,073,976	2,053,333	23,520

	GENERAL FUND				STREET FUND			
	Year-To-Date Actual Jan 2024- August 2024	Prior Year-To-Date Actual Jan 2023- August 2023	Year-To-Date Adopted Budget Jan 2024-August 2024	Budget Surplus (Deficit)	Year-To-Date Actual Jan 2024- August 2024	Prior Year-To-Date Actual Jan 2023- August 2023	Year-To-Date Adopted Budget Jan 2024-August 2024	Budget Surplus (Deficit)
EXPENDITURES								
OPERATING AND CAPITAL								
General Government:								
Admin (Admin, HR, and IT)	\$ 1,430,790	\$ 1,425,133	\$ 1,603,749	\$ 172,959				
Legal (Legal and Court)	\$ 297,073	\$ 274,586	\$ 324,168	\$ 27,095				
Community Development	\$ 774,735	\$ 1,049,109	\$ 969,187	\$ 194,451				
Total General Government	\$ 2,502,599	\$ 2,748,828	\$ 2,897,104	\$ 394,505				
Law Enforcement (Police)	4,308,898	3,900,806	4,890,616	581,717				
Streets	-	(19)	-	-	\$ 1,825,914	\$ 1,949,571	\$ 2,805,736	\$ 979,822
Public Safety (Fire and Ambulance)	5,367,865	4,555,063	5,577,881	210,016				
Recreation and Culture (Library)	490,335	438,197	629,255	138,919				
Total Other Government	\$ 10,167,099	\$ 8,894,048	\$ 11,097,751	\$ 930,652	\$ 1,825,914	\$ 1,949,571	\$ 2,805,736	\$ 979,822
TOTAL OPERATING Expenditures	\$ 12,669,698	\$ 11,642,875	\$ 13,994,854	\$ 1,325,158	\$ 1,825,914	\$ 1,949,571	\$ 2,805,736	\$ 979,822
REVENUES OVER/ (UNDER) OPERATING EXPENDITURES	\$ 2,537,234	\$ 3,635,480	\$ 104,986	\$ 2,432,249	\$ 250,939	\$ 124,404	\$ (752,403)	\$ 1,003,342
Capital Projects								
Impact Fees	226,963	-	\$ 305,599	78,636				
Capital Projects	5,131,347	4,797,493	11,288,199	6,156,852				
Total Capital Projects	\$ 5,358,311	\$ 4,797,493	\$ 11,593,798	\$ 6,235,487				
DEBT SERVICE:								
TOTAL DEBT SERVICE	\$ 280,326	\$ 140,163	\$ 282,000	\$ 1,674				
TOTAL OPERATING, CAPITAL IMPROVEMENT, AND DEBT SERVICE EXPENDITURES	\$ 18,308,335	\$ 16,580,531	\$ 25,870,652	\$ 7,562,317	\$ 1,825,914	\$ 1,949,571	\$ 2,805,736	\$ 979,822
REVENUES OVER/ (UNDER) EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)	\$ (3,101,403)	\$ (1,302,176)	\$ (11,770,812)	\$ 8,669,409	\$ 250,939	\$ 124,404	\$ (752,403)	\$ 1,003,342
OTHER FINANCING SOURCES (USES)								
Transfers In (Out)	\$ -	\$ -	\$ (1,130,000)	\$ 1,130,000	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER FINANCING SOURCES (USES)	\$ -	\$ -	\$ (1,130,000)	\$ 1,130,000	\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)	\$ (3,101,403)	\$ (1,302,176)	\$ (12,900,812)	\$ 9,799,409	\$ 250,939	\$ 124,404	\$ (752,403)	\$ 1,003,342

Sales Tax Detail August 2024

City Sales Tax

FS Month	CY Actual	PY Actual	Increase (Decrease) from Prior Yr	Increase (Decrease) as % from prior yr	2023 Budget	Budget Surplus (Deficit)
Jan	\$ 351,952	\$ 296,741	\$ 55,211	19%	322,500	\$ 29,452
Feb	297,433	319,283	\$ (21,850)	-7%	322,500	\$ (25,067)
March	314,857	297,901	\$ 16,957	6%	322,500	\$ (7,643)
Apr	373,691	340,689	\$ 33,002	10%	322,500	\$ 51,191
May	342,843	319,041	\$ 23,802	7%	322,500	\$ 20,343
June	350,480	329,508	\$ 20,972	6%	322,500	\$ 27,980
July	358,045	337,374	\$ 20,671	6%	322,500	\$ 35,545
Aug	354,910	339,769	\$ 15,140	4%	322,500	\$ 32,410
YTD	\$ 2,744,211	\$ 2,580,307	\$ 163,905	6%	\$ 2,580,000	\$ 164,211

County Sales Tax

	CY Actual	PY Actual	Increase (Decrease) from Prior Yr	Increase (Decrease) as % from prior yr	2023 Budget	Budget Surplus (Deficit)
Jan	\$ 863,615	\$ 791,915	\$ 71,701	8%	\$ 778,500	\$ 85,115
Feb	747,469	707,562	\$ 39,908	5%	\$ 778,500	\$ (31,031)
March	699,579	670,133	\$ 29,446	4%	\$ 778,500	\$ (78,921)
Apr	799,846	799,962	\$ (115)	0%	\$ 778,500	\$ 21,346
May	727,271	769,715	\$ (42,444)	-6%	\$ 778,500	\$ (51,229)
June	780,356	884,112	\$ (103,756)	-13%	\$ 778,500	\$ 1,856
July	832,025	816,529	\$ 15,495	2%	\$ 778,500	\$ 53,525
Aug	848,425	787,600	\$ 60,825	7%	\$ 779	\$ 847,647
YTD	\$ 6,298,586	\$ 6,227,527	\$ 71,059	1%	\$ 5,450,279	\$ 848,308

Total	\$ 9,042,797	\$ 8,807,834	\$ 234,964	3%	\$ 8,030,279	\$ 1,012,519
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Note:

For the October Financials Statement, the October Sales Tax relates to August sales.

Note: Per review of the Sales Tax numbers posted by ARML, Sales tax is down for Cities and Counties over last year

City -1.20% June

County -1.93% June

Misc Additional Information August 2024

2024 Non-budgeted Requests

Estimated Unassigned Funds Available after Capital Requests	1,059,678
---	-----------

Date Appr	Dept	Description	Type	Inflows	Expenses	Resolution
5.2024	PD	New Officer Auto	Operating		65,000	R2024-39
5.2024	PD	2 New Officers	Operating		76,000	R2024-38
5.2024	LG	STR Settlement	Operating		11,000	R2024-43
6.2024	CD	Planning & Engineer	Operating		95,000	R2024-44
Total Non-Budgeted				-	247,000	
Net Non-Budgeted Requests					<u>\$ (247,000)</u>	
Adjusted Estimated Unassigned Funds Available after Capital Requests					<u>812,678.00</u>	

Impact Fee Revenue

Impact Fees	Current Year 44610 - SF Res	Prior Year 44610 - SF Res	Change	Other Impact Fees
PY Years		740,674		
1-Jan	66,294	42,291	24,003	
2-Feb	46,863	48,625	(1,762)	
3-Mar	54,530	41,148	13,382	11,838
4-Apr	49,149	44,577	4,572	
5-May	27,432	50,292	(22,860)	
6-Jun	44,577	52,578	(8,001)	
7-Jul	50,292	67,437	(17,145)	
8-Aug	58,293	49,149	9,144	
Total YTD	<u>397,430</u>	<u>396,097</u>	<u>1,333</u>	<u>11,838</u>
2023 Total Revenue		<u>582,406</u>		
Total Impact fees		<u><u>1,720,510</u></u>		<u><u>11,838</u></u>

Impact Fee Use

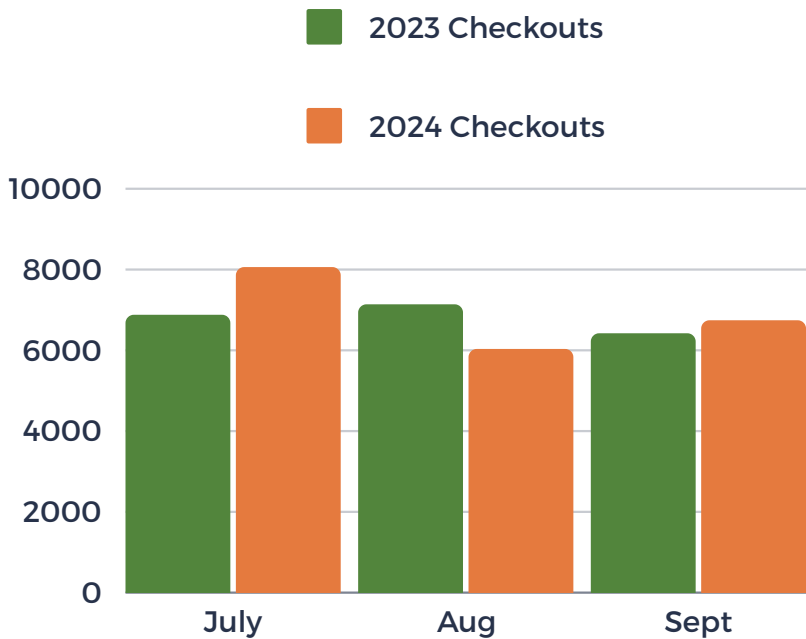
	Source	Police	Fire	Library	Total	Resolution #
	SFR	454,215	1,185,431	80,864	1,720,510	
	Other	8,170	3,131	536	11,838	
Prior Year Expenditures		(53,578)	(905,689)	-	(959,267)	
Current Year Expenditures			(3,123)		(3,123)	R2023-59
		(289,000)		(16,599)	(305,599)	R2024-33
Funds Available		<u>119,807</u>	<u>279,750</u>	<u>64,801</u>	<u>464,358</u>	

Quarterly Report July - September 2024



Bella Vista
PUBLIC LIBRARY

Circulation Stats July - Sept 2024



922.25

Volunteer Hours

950

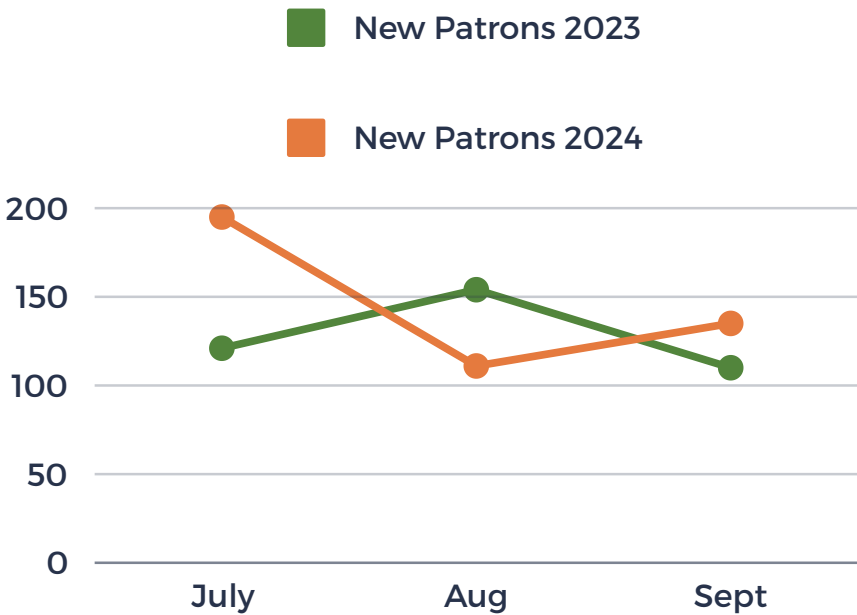
Items Added

53

Interlibrary Loans
Borrowed

23

Interlibrary Loans
Loaned
(Through Arkansas'
Mockingbird program)



*BVPL closed for 6 business days in August due to City network outage

17,349

Patron Visits

694

Public computer uses

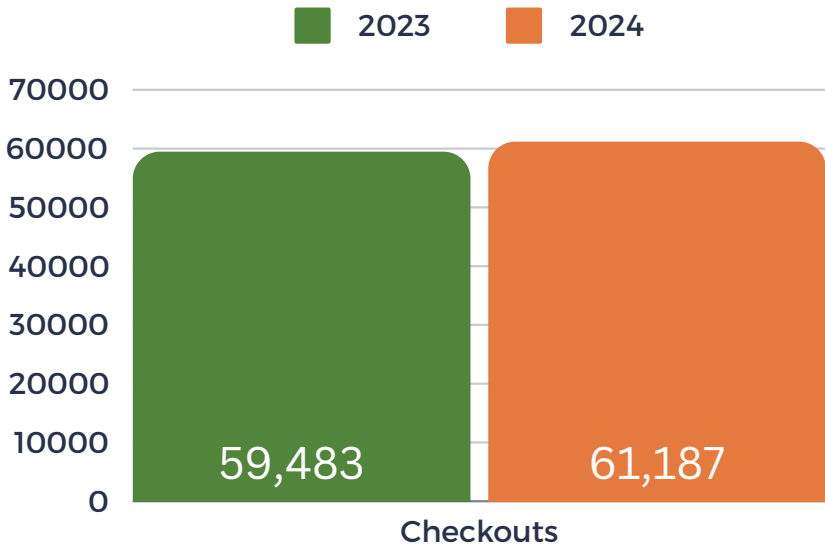
61

Total library programs

1,545

Total library program
attendance

Circulation Comparisons Jan - Sept 2023 v 2024



2023 average: 6,609 checkouts per month
2024 average: 6,799 checkouts per month

Items Added

2023: 2,503

2024: 2,973

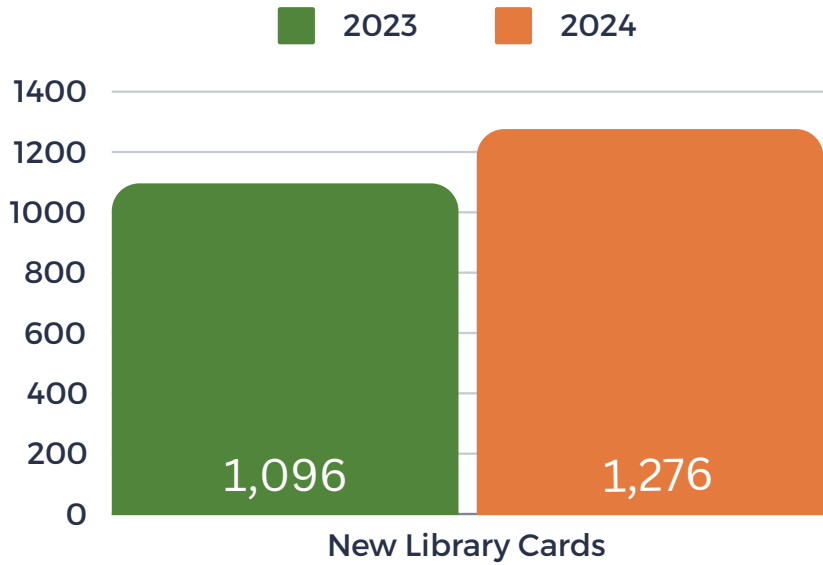
18.77% increase!

Library Visits

2023: 45,291

2024: 49,767

9.88 % increase!



2023 average: 122 cards per month
2024 average: 142 cards per month

Program Attendance

2023: 4,528

2024: 5,243

Adult Programming July - Sept 2024



ADULT SPEAKER SERIES

July Topic: Fishing

Guest Speaker: John Urquhart, BV POA

Attendance: 8

August

No event

September Topic: Fall Pruning

Guest Speaker: Kathy Jeffrey

Attendance: 6

NOT YOUR MAMA'S ROMANCE BOOK CLUB

July - *Fourth Wing* by Rebecca Yarros

Attendance: 6

August - *Falling Inn Love* by Erin

Branscom

Special Guest: Erin Branscom, Author

Attendance: 8

September - *Out on a Limb* by Hannah

Bonam-Young

Attendance: 7

WE'RE HOOKED CRAFTING CLUB

We average about 20 attendees for each meeting. We now meet EVERY Thursday!

THE BOOK WAS BETTER BOOK CLUB

July: No meeting

August: *Hidden Figures* by Margaret Lee Shetterly and movie by the same name (rescheduled from July), in addition to *Out of Sight* by Elmore Leonard and movie by the same name
Attendance: 8

September: *Brooklyn* by Colm Toibin and movie by the same name
Attendance: 6

TRUE CRIME CLUB

True Crime Club is not a book club! We get together each month and talk about crime.

July: Gabby Petito

Attendance: 30

August: No meeting

September: Texarkana Moonlight Murders
Attendance: 23

36,312

Items in adult collections
checked out so far this
year

18

Adult programs

191

Adult program
attendees Page 22 of 149

Youth Services Programs July- Sept 2024



PROGRAMMING BREAKS

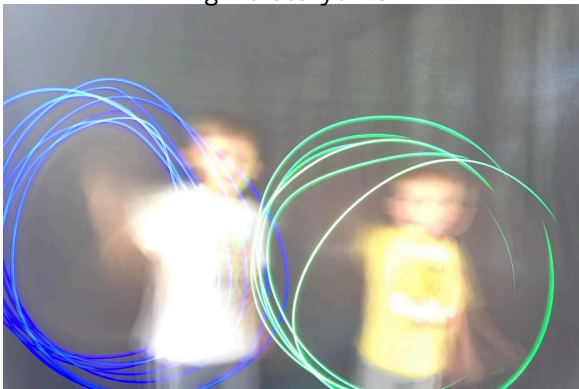
Every summer, the Youth Services team takes a month long break to recover from Summer Reading. This year, it was 07/29- 08/23. Additionally, during the last week of August we cancelled a few programs due to the City-wide closure from the cyber security threat. Below is the attendance breakdown of each month:

	JULY	AUG	SEPT
Total program attendance:	922	88	344
Total number of programs:	19	2	16

Note the attendance in July - this was the final month of Summer Reading. In comparison to July 2023, we had 386 more patrons participate in programs. That's 30% growth since last year!



Welcome, Emily Dean, our newest addition to the Youth Services team! Here she is pictured during Big Kid Storytime.



STEAM in September was centered around electricity! Here, children used long exposure photography to "paint" with light.

4,613

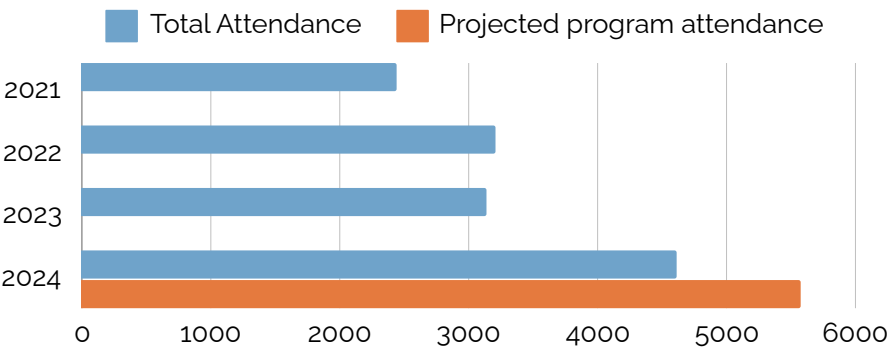
children attended a program at BVPL between January and September.

24,786

items in youth collections have checked out between January and September.

NO WATER NEEDED:

We just keep growing! In the first 9 months of 2024, attendance for Children's Programs has surpassed all of 2023 combined.



Participants in September 6th's Fishing themed Preschool Storytime show off their fishing vests.



A packed house awaits Mr. Jeff

Youth Services Programming

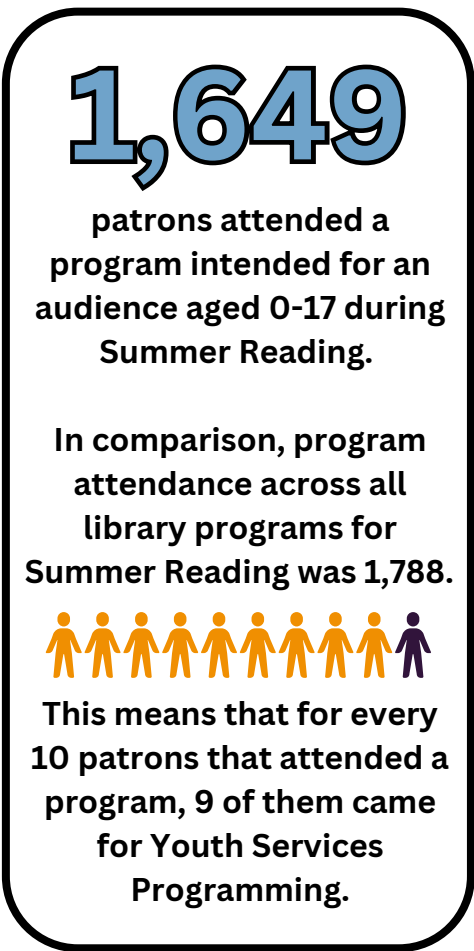
SUMMER READING OVERVIEW

SRP GAINS 2024:

This year, we changed the way we offer Summer Reading in order to be more inclusive of ability level across all ages. Instead of offering reading challenges by age range, we created two different reading challenges: 10 hours and 25 hours. Additionally we added the Booking It Around Bella Vista Adventure Challenge to all ages. Completion of any of the three challenges was rewarded with a custom medal!

Below is a breakdown of SRP:

- Adults - 63
- Toddler/PreK - 50
- 1st - 6th - 67
- 7th - 12th - 19



Bailey the Horned Owl is always a hit during the Wonders of Wildlife program each summer. We saw record attendance again this year, and will have to offer the program at least 3 times in 2025 to safely accommodate crowd size.



The Library Lego Brick Building Challenge is on the first Monday each month. Our final SRP challenge was X-treme Sports, just in time for the Olympics.



This year we changed how we did prizes for the SRP challenges. This was due to the overwhelming nature of connecting each winner with their prize, and staff time. In 2024, we offered medals for each participant that reached their reading or activity goal. Our End of SRP Celebration was on 07/26, which was the opening day for the Summer Olympic Games. Children made laurel leaf crowns and got their own medals, just like an Olympian.

Top Ranking Posts



‘I am an artist’



1.2K Facebook views: Sept. 10

Other top posts:

***Reel Treat (Children) - 1.1K views: Sept. 6**

***STEAM - (Children) - 1.1K views: Sept. 29**

**When we post photos of people and children, we find our Facebook and Instagram statistics improve. More people view our posts because the photos capture people's attention as they are scrolling through Facebook. We are growing our statistics by featuring more photos of people.*

We are busy with Room Reservations!

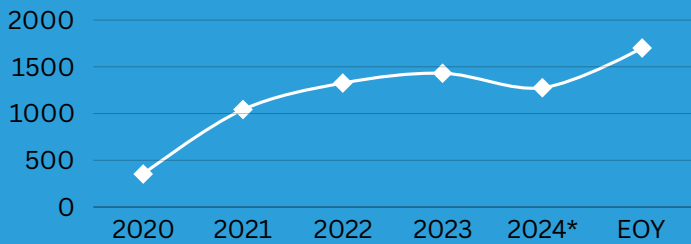
21

**Our Conference and Community Rooms were utilized 21 times during September (this does not include any library programming.)
Fall reservations are on the uptick!**

5 YEAR STATISTICAL SNAPSHOT

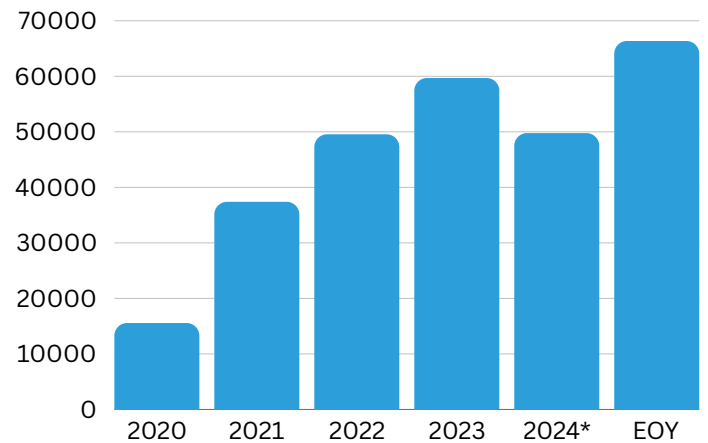
***All numbers for 2024 are reported as of September 30th, 2024. All EOY estimates are based on the average of monthly statistics of January - September of 2024.**

NEW LIBRARY CARDS ISSUED



This number is based on the number of patrons who are new to our patron database.

PATRON VISITS BY YEAR



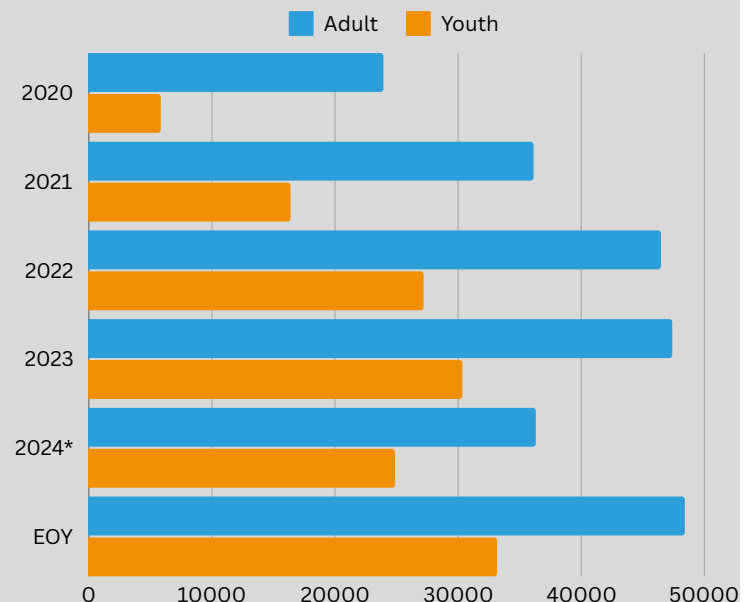
Patron visits are calculated at the door, and are defined by any person visiting the library.

LIBRARY PROGRAMS

Year	Programs Offered	Attendance
2020	54	2,221
2021	96	3,937
2022	170	5,619
2023	231	6,356
2024*	205*	5,243*
EOY	278	7,004

Library programs are defined as any program hosted at the library by a library staff member. These programs are created and funded within the City of Bella Vista budget.

CIRCULATION STATISTICS



Circulation statistics are split into two categories - Adult and Youth. Adult collections are intended for anyone over 18, whereas Youth collections are for anyone under 18. Both have seen significant growth over the last five years.



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	John Moeckel, IT Director	ORDINANCE: AMENDING THE 2024 CITY BUDGET TO APPROPRIATE AN ADDITIONAL \$132,849.76 TO THE INFORMATION TECHNOLOGY BUDGET TO ACCOMMODATE UNFORSEEN EXPENSES RELATED TO A CYBERSECURITY INCIDENT, CORRECTIVE ACTIONS AND IMPROVEMENTS

AGENDA ITEM # IX.G

ORDINANCE: AMENDING THE 2024 CITY BUDGET TO APPROPRIATE AN ADDITIONAL \$132,849.76 TO THE INFORMATION TECHNOLOGY BUDGET TO ACCOMMODATE UNFORSEEN EXPENSES RELATED TO A CYBERSECURITY INCIDENT, CORRECTIVE ACTIONS AND IMPROVEMENTS

BACKGROUND

In response to an August 2024 cybersecurity incident.

RECOMMENDATION

Amending the 2024 Budget to accommodate unforeseen expenses relating to a cybersecurity incident, corrective actions and improvements.

FISCAL IMPACT

Requesting \$132,849.76 in total amendments. The IT Department expects \$65,820.21 of this amount to be reimbursed via cyber-insurance.

ATTACHMENTS

1. Resolution Budget Adjust IT cyberincident
2. Budget Adj F2024.10.15
3. Budget AmendmentSummary
4. 729086-H
5. 729110-H
6. District Court of Benton Co Invoice MSI008805 (002)
7. 729112-H
8. 729087-H
9. 729126-H

City of Bella Vista, Arkansas
City Hall

www.bellavistaar.gov W Town Center P.O.Box Bella Vista, AR 72714

Please Recycle!

10. HBS Quote 353004v1
11. Stronghold Quote 009367
12. City of Bella Vista APC Services 2024 T202402-32989 (002)
13. BulldogSecurity 1177
14. Stronghold Quote 009369
15. Scope of Work2024BGIT
16. Bella Vista Employee Overtime

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE 2024 CITY BUDGET TO APPROPRIATE AN
ADDITIONAL \$132,849.76 TO THE INFORMATION TECHNOLOGY
BUDGET TO ACCOMMODATE UNFORSEEN EXPENSES RELATED TO
A CYBERSECURITY INCIDENT, CORRECTIVE ACTIONS AND
IMPROVEMENTS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: The City Council of the City of Bella Vista hereby amends the 2024 City Budget to appropriate \$132,849.76 to the Information Technology budget, in accordance with the attached exhibit, which is incorporated into this Resolution as if set out word for word herein.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

City of Bella Vista
Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date	10/21/24	
Department	13-IT	▼

Budget Impact Information

Agenda / Expense Description

Budget Amendment 2024 IT Department

Amount

\$ 132,849.76

Fund

General	▼
---------	--------------

Source

General Fund Reserves	▼
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Expense Dept

Operations - 13-IT	▼
--------------------	--------------

Account Name or Number

57400

Executive Summary of IT Budget Amendment

October 2024

Item Description	Category	Amount
729110-H HBS	Insurance Claim	\$28,737.50
729086-H HBS	Insurance Claim	\$34,892.71
MSI008805	Virtual Justice – Tech Support	\$2,190.00
729112-H HBS	Overtime Not Covered	\$4,178.12
729087-H HBS	Overtime Not Covered	\$5,608.46
Bella Vista Employee OT	Overtime Not Covered	\$1,726.67
729126-H	Security Improvement – MS Intune	\$5,000.00
353004 – HBS	Security Improvements – Duo	\$5,116.30
009367 - Stronghold	Sonicwall Network Projects	\$10,500.00
2402-32989 - TSC	Data Center Service Plan	\$18,175.00
1177 – Bulldog	Physical Security	\$9,725.00
009369 – Stronghold	Threat Hunting	\$3,150.00
Blue Guy IT	Microsoft 365 and VPN	\$3,850.00
Subtotal		\$132,849.76
Reimbursement	Items 1-3	\$65,820.21
Net Expenses		\$67,029.55

Heartland Business Systems, LLC
PO Box 856846
Minneapolis, MN 55485-6846
(920) 788-7720



Date	Invoice
09/17/2024	729086-H
Account Number	
8761255	

Bill To:
Bella Vista, City of Attn: Accounts Payable PO Box Bell Vista, AR 72714 United States

Ship To
Bella Vista, City of 101 Town Center Bella Vista, AR 72714 United States

Terms	Due Date	PO Number	Reference
Net 30 days	10/17/2024		Incident Response Remediation - September 2024

Services	Work Type	Staff	Hours	Rate	Amount
Agreement Billable Time: T&M Labor - Incident Response Remediation - September 2024					
Enterprise Principal Engineer V	Onsite	Travis Mickelberry	19.50	275.00	5,362.50
Enterprise Technical Engineer IV	Onsite - After Hours	Jace Miller	23.00	275.00	6,325.00
Enterprise Engineer II	Remote	Riley Mueller	37.25	275.00	10,243.75
Enterprise Principal Engineer V	Remote	Travis Mickelberry	0.50	275.00	137.50
Enterprise Principal Engineer VI	Remote	Patrick Loucks	22.25	275.00	6,118.75
Enterprise Technical Engineer IV	Remote	Jace Miller	4.00	275.00	1,100.00
SMB Engineer II	Remote	Noah Huotari	1.00	275.00	275.00
Enterprise Engineer II	Remote - After Hours	Riley Mueller	8.75	275.00	2,406.25
Enterprise Technical Engineer IV	Remote - After Hours	Jace Miller	5.50	275.00	1,512.50
Enterprise Principal Engineer V	Travel-Standard	Travis Mickelberry	0.50	275.00	137.50
Enterprise Technical Engineer IV	Travel-Standard	Jace Miller	0.50	275.00	137.50
Total Services:					33,756.25

Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846 ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master	Invoice Subtotal:	33,756.25
	Sales Tax:	1,136.46
	Invoice Total:	34,892.71

services agreement, the signed agreement shall control over the version on the website.	
--	--

Thank you for your business!

Invoice Time Detail

Invoice Number: 729086-H
Company: Bella Vista, City of

Member: Huotari, Noah Date: 8/22/2024

Date	Staff	Notes	Bill	Hours
08/22/2024	Huotari, Noah	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: Yes/No - (Time Required) Date/Time - Confirmed with Customer? Yes/No Accomplished: Looked into Veeam issues with the IR team trying to do a bare metal restore Advised them to just rebuild the Hyper-V host or contact Veeam support for better assistance with recovery Up Next: N/A Notes/Risks/Issues - SN00001	Y	1.00

Member: Loucks, Patrick Date: 8/20/2024

Date	Staff	Notes	Bill	Hours
08/20/2024	Loucks, Patrick	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Restoring DC backup Up Next: Notes/Risks/Issues - SN00001	Y	5.75

Member: Loucks, Patrick Date: 8/26/2024

Date	Staff	Notes	Bill	Hours
08/26/2024	Loucks, Patrick	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No	Y	1.00

		Accomplished: Met with team to discuss plan Worked with Jace and Riley to get connected Up Next: Notes/Risks/Issues - SN00001		
08/26/2024	Loucks, Patrick	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Internal Status touchpoint Up Next: Notes/Risks/Issues - SN00001	Y	0.25
08/26/2024	Loucks, Patrick	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Meeting to update current status Plan next steps with Datto restores Up Next: Notes/Risks/Issues - SN00001	Y	0.50

Member: Loucks, Patrick Date: 8/27/2024

Date	Staff	Notes	Bill	Hours
08/27/2024	Loucks, Patrick	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Installed sonicwall netextender client Met with team about current status of restores Connected to Veeam Began investigation of restoring snapshot vhd Up Next: Restore BVPD-SV002 to latest possible available SQL data Notes/Risks/Issues	Y	1.50

-				
SN00001				
08/27/2024	Loucks, Patrick	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Restored most recent file backup of RPS.MDF and RPS.LDF, data was not recent. SQL Application backup data from 8/18 at 5:37PM restored and mounted. Up Next: Notes/Risks/Issues -	Y	6.75
SN00001				

Member: Loucks, Patrick Date: 8/28/2024				
Date	Staff	Notes	Bill	Hours
08/28/2024	Loucks, Patrick	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Restored BVCT-SV002 Audited Veeam backups for changed domain admin credentials Began creating local machine admin accounts for Veeam Up Next: Adjust backups to use new credentials instead of domain admin where possible Notes/Risks/Issues -	Y	6.00
SN00001				

Member: Loucks, Patrick Date: 8/30/2024				
Date	Staff	Notes	Bill	Hours
08/30/2024	Loucks, Patrick	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Touchpoint meeting Up Next: Notes/Risks/Issues	Y	0.50

-

SN00001

Member: Mickelberry, Travis Date: 8/21/2024

Date	Staff	Notes	Bill	Hours
08/21/2024	Mickelberry, Travis	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: Yes/No - Already scheduled. Date/Time - already scheduled for tomorrow and Friday of this week. Accomplished: Worked with Thomas @ HBS and Sydney and John @ COBV today on IR issues, exports, Storage Array issues and Veeam issues. Worked with Dell Support due to the Dell Storage Array hosting the Hyper-V VMs being unresponsive due to a memory leak. A reboot of the both Array Controllers resolved the issue. Dell support and I performed further health checks before Dell Support gave a clean bill of health. Hyper-V Host008 will not load its Operating System. We will be rebuilding Hyper-V on this server once the new overnighted Disk Drives arrive via being shipped overnight from Dell. Spent a small amount of time troubleshooting as to why Veeam was not able to restore. No luck. We made a decision as a group that the best path forward would be to rebuild Hyper-V Host010 vs. opening a support ticket with Veeam. I will be rebuilding Hyper-V Host010 while I am onsite tomorrow. Hyper-V Host 008 maybe need to be rebuilt as well, however, we will make that determination tomorrow after Host009 and Host010 are rebuilt and hosting the Hyper-V Clustered Objects. Up Next: Rebuild Hyper-V Hosts in a Clean State and then power on VMs. Notes/Risks/Issues - SN00001	Y	0.50

Member: Mickelberry, Travis Date: 8/22/2024

Date	Staff	Notes	Bill	Hours
08/22/2024	Mickelberry, Travis	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: Yes/No - Already Scheduled Date/Time - n/a Confirmed with Customer? Yes Accomplished: Worked with Thomas, Mike and Jace @ HBS and Sydney and John @ COBV today on site. Wiped Hyper-V Host 10 local Drives by deleting the RAID Array from the BIOS. Rebuilt the RAID-1 Array on Hyper-V Host 10.	Y	10.00

Installed/Configured Windows Server 2022 Data Center Edition on the newly wiped Hyper-V Host 10.
 Spent time troubleshooting networking issues for TCP-IP as well as iSCSI connectivity issues. Issues resolved after some time. The other vendor that installed the new Dell Servers and Dell Array for COBV did not have the direct attached storage configured for maximum resiliency. Jace Miller @ HBS was able to help me and John @ COBV cable the stack correctly. All testing passed post change.
 Successfully Installed/Configured the Hyper-V Role on Host 10.
 Successfully Configured/Tested iSCSI Connectivity between the newer Dell Servers and newer Shared Storage Array.
 Successfully connected the newly rebuilt Hyper-V Host 10 to the Veeam Servers' Inventory.
 Kicked off the restore of the top priority PD Case Server.
 Restore is 16 percent complete as of 8:33pm this evening. Will continue to monitor.

Up Next:

Started and monitor restoration of additional VMs to the newly rebuilt Hyper-V Host 10.
 Swap out internal m.2 SSD drives on Hyper-V Host 9 before rebuilding.
 Rebuild Hyper-V Host 8 and Host 9 tomorrow and perform validation testing.

Notes/Risks/Issues

-

SN00001

08/22/2024	Mickelberry, Travis	Service Ticket: 2484106	Y	0.50
Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Travel time TO the customer site - billable.				

Member: Mickelberry, Travis Date: 8/23/2024

Date	Staff	Notes	Bill	Hours
08/23/2024	Mickelberry, Travis	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: Yes/No - NO Date/Time - N/A Confirmed with Customer? N/A Accomplished: Worked with Thomas @ HBS and Sydney and John @ COBV today on IR issues, server restores (8) and forensics exports of hypervisors. Up Next: Nothing for me scheduled. Others are taking shifts on the effort. Notes/Risks/Issues - SN00001	Y	9.50

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Member: Miller, Jace Date: 8/23/2024

Date	Staff	Notes	Bill	Hours
08/23/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer travel from Des Moines office to Arkansas	Y	0.50
08/23/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Helped get iSCSI connectivity to bvhhv-sv010 Worked with Travis on starting restore of bvhpv-sv002 RPS server SN00001	Y	3.00
08/23/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Rebuilt bvhhv-sv009 Rebuilt bvhhv-sv008 Kept processing restores onto bvhhv-sv010 Up Next: Cluster bvcluster003 hosts bvhhv-sv008-bvhhv-sv010 SN00001	Y	4.00

Member: Miller, Jace Date: 8/24/2024

Date	Staff	Notes	Bill	Hours
08/24/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Migrated VMs from bvhhv-sv010 to bvcluster003 Reconfigured bvhhv-sv010 to be part of bvcluster003 Distributed restored VMs across cluster Worked with Sidney to restore a more updated version of RPS database on bvdpd-sv002 Pulled forensic data from CityHall HV servers Checked physical server 192.168.4.11 for IoC Got Russ offline access to 192.168.4.11 DC for his review via screenshare/KVM 2x status meetings for prioritizing tasks Up Next: bvhhvcluster002 needs rebuilt global domain needs to reestablish M365 sync SN00001	Y	13.50

Member: Miller, Jace Date: 8/25/2024

Date	Staff	Notes	Bill	Hours
08/25/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Reestablished AAD sync from Global DC Helped Sidney, John, and Eric get their M365 credentials working again Brief training on how to help end-users to prepare for Monday Created bootable USB drives with Windows Server 2022 UEFI image on them Retrieved forensic HDDs from CityHall and plugged in bootable USB drives Final touchpoint with customer before leaving SN00001	Y	5.50
08/25/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Rebuilt bvhhv-sv005 Rebuilt bvhhv-sv006 Rebuilt bvhhv-sv007 Created bvcluster002 cluster with bvhhv-sv005-7 in it Storage showing as RAW Up Next: Get Clustered Shared Volumes reconnected and usable Get DATTO restores going back to bvcluster002 SN00001	Y	3.50

Member: Miller, Jace Date: 8/26/2024

Date	Staff	Notes	Bill	Hours
08/26/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Rebuilt bvhhv-sv005 Rebuilt bvhhv-sv006 Rebuilt bvhhv-sv007 Created bvcluster002 cluster with bvhhv-sv005-7 in it Storage showing as RAW Up Next: Get Clustered Shared Volumes reconnected and usable	Y	2.00

Get DATTO restores going back to bvcluster002 SN00001				
08/26/2024	Miller, Jace	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Status meeting with customer Knowledge transfer time SN00001	Y	1.00

Member: Mueller, Riley Date: 8/26/2024

Date	Staff	Notes	Bill	Hours
08/26/2024	Mueller, Riley	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Reviewing Current State with Jace and Patrick Getting into Environment Reviewing Current Environment State Investigating Storage State Testing Disconnections and Reboots of Controllers Force Disconnecting Connections via CMD Line Readding Hosts to DataStore Mappings Readding Cluster Shared Volumes to Cluster Update Meeting with HBS and Bella Vista Team Adding SV005/006/007 to Datto for Restore Points Starting OS and VM Restore of SV002 Attending Afternoon Update Call Scanning SV002 after Restore for Health Running AD Health Script on SV002 Up Next: Continue with Restore Efforts Notes/Risks/Issues - SN00001	Y	8.25

Member: Mueller, Riley Date: 8/27/2024

Date	Staff	Notes	Bill	Hours
08/27/2024	Mueller, Riley	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Reviewing Current Status with Thomas Attending Morning Update Call with HBS/BV Teams Starting and Monitoring Data Restore of BVCH-SV002 for E Drive	Y	6.25

		Starting, Monitoring, and Completing Data Restore of BVCH-SV002 for C Drive Reviewing Steps for Bringing Servers Online After Restores Completing with Thomas Attending Afternoon Update Call with HBS/BV Teams Up Next: Continue with Restores and Copies		
		SN00001		
08/27/2024	Mueller, Riley	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Monitoring and Completing Data Restore of BVCH-SV002 for E Drive Starting, Monitoring, and Completing Data Restore of BVCH-SV004 for C Drive Starting, Monitoring, and Completing Data Restore of BVCH-SV004 for E Drive Starting, Monitoring, and Completing Data Restore of BVFD-SV001 for C Drive Starting, and Monitoring Data Restore of BVFD-SV001 for E Drive Doing Post Restore Cleanup and Verification on BVCH-SV002 Up Next: Monitor and Continue Copies and Restores Notes/Risks/Issues -	Y	3.00
		SN00001		

Member: Mueller, Riley Date: 8/28/2024				
Date	Staff	Notes	Bill	Hours
08/28/2024	Mueller, Riley	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Completing Data Restore of BVFD-SV001 for E Drive Starting, Monitoring, and Completing Data Restore of BVFD-SV004 for C Drive Starting, Monitoring, and Completing Data Restore of BVFD-SV004 for E Drive Starting and Monitoring Data Restore of BVCH-SV001 for C Drive Restored BVCH-SV004 Up Next: Continue Copying and Restoring Notes/Risks/Issues -	Y	1.75
		SN00001		
08/28/2024	Mueller, Riley		Y	7.75

Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Monitoring and Completing Data Restore of BVCH-SV001 for C Drive Reviewing BVCH-SV002 with Thomas, Installing TODYL and Brining Online Attending Morning Update Call with HBS/BV Teams Starting, Monitoring, and Completing Data Restore of BVCH-SV001 for E Drive Restarting, Monitoring, and Completing Data Restore of BVCH-SV004 for C Drive Reviewing BVCH-SV004 with Thomas, Installing EPS and TODYL, and Brining Online Restarting, Monitoring, and Completing Data Restore of BVFD-SV001 for C Drive Restarting, Monitoring, and Completing Data Restore of BVFD-SV001 for E Drive Attending Afternoon Update Call Preforming Domain Controller Cleanup on BVFD-SV001 and Installing EPS for Review with Thomas Tomorrow Checking, Downloading, and Starting Install of Windows Updates on BVFD-SV001 Up Next: Performing Final Review of BVFD-SV001 Review Other Servers that Need to Be Copied Restore BVCH-SV001 Restore BVCH-SV004 Notes/Risks/Issues - SN00001				
08/28/2024	Mueller, Riley	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Installation and Monitoring of Windows Updates on BVFD-SV001 Up Next: Performing Final Review of BVFD-SV001 Review Other Servers that Need to Be Copied Restore BVCH-SV001 Restore BVCH-SV004 Troubleshoot and Assist as Needed Notes/Risks/Issues - SN00001	Y	1.25
Member: Mueller, Riley Date: 8/29/2024				
Date	Staff	Notes	Bill	Hours
08/29/2024	Mueller, Riley	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows	Y	1.00

		Server Engineer Additional Scheduling Needed?: No Accomplished: Restored BVCH-SV001, Installed EPS and TODYL Up Next: Continue with Restore Efforts Notes/Risks/Issues - SN00001		
08/29/2024	Mueller, Riley	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Rejoining BVCH-SV001 to Domain and Brining Online Checking, Downloading, and Installing Windows Updates on BVCH-SV001 Reviewing BVFD-SV001 with Thomas, Installing TODYL, Bringing Online, and Giving Green Light to BV Team Attending Morning Update Call with HBS/BV Teams Giving BV Team Green Light on BVCH-SV001 Restarting, Monitoring, and Completing Data Restore of BVFD-SV004 for C Drive Restoring BVFD-SV004, Installing TODYL, and Bringing Online Checking, Downloading, and Installing of Windows Updates on BVFD-SV004 Giving BV Time Green Light on BVFD-SV004 Checking and Updating Password and Account Lockout Policies on BVC1 Domain Checking and Updating Password and Account Lockout Policies on BVFIRE Domain Checking and Updating Password and Account Lockout Policies on GLOBAL Domain Troubleshooting and Fixing BVCOPS GPO and NETLOGON Issues Attending Afternoon Update Call Checking and Updating Password and Account Lockout Policies on BVCOPS Domain Kicking Off Backup Restore for E Drive of BVPD-SV006 Up Next: Monitor Restore of E Drive for BVCOPS-SV006 Notes/Risks/Issues - SN00001	Y	6.50
08/29/2024	Mueller, Riley	Service Ticket:2484106 Summary:Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Reviewing Restore of BVCH-SV004 Reviewing Compromise Status of BVCH-SV004 Up Next: Continue with Restore and Support Notes/Risks/Issues -	Y	0.75

SN00001

Member: Mueller, Riley Date: 8/30/2024

Date	Staff	Notes	Bill	Hours
08/30/2024	Mueller, Riley	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Verification of Current Status Bringing BVCH-SV004 Back Online Reviewing Domain Controller Versions and Functional Level for BVCOPS, BVC1, BVFIRE, and GLOBAL Domains Running Cluster Validation on BVCLUSTER02 Up Next: Continue with Support and Cleanup Notes/Risks/Issues -	Y	1.00
08/30/2024	Mueller, Riley	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Investigating AADC on BVST-SV002 Exporting AADC Config from BVST-SV002 Uninstalling AADC on BVST-SV002 Configuring Cloud Only Break Glass Account Attempting to Reinstall and Reconfigure AADC on BVST-SV002 Opening Microsoft Ticket for AADC Issues Final Reinstall and Reconfiguration of AADC on BVST-SV002 Review of AADC Status Troubleshooting AADC Password Issues Updating AADC Sync Rules Monitoring Login Logs After Changes Updating Functional Level to 2016 for GLOBAL Domain and Forest Verification of DFSR State on GLOBAL Domain Verification of Functional Level for BVC1 Domain Updating Functional Level for BVC1 Forest Verification of DFSR State on BVC1 Domain Updating Functional Level to 2016 for BVFIRE Domain and Forest Verification of DFSR State on BVFIRE Domain Updating Functional Level to 2016 for BVCOPS Domain and Forest Migration of NTFS Replication to DFSR on BVCOPS Domain Up Next: Support as Needed Notes/Risks/Issues -	Y	7.50

Member: Mueller, Riley Date: 9/5/2024

Date	Staff	Notes	Bill	Hours
09/05/2024	Mueller, Riley	Service Ticket: 2484106 Summary: Incident Response Case/City of Bella Vista- Windows Server Engineer Additional Scheduling Needed?: No Accomplished: Re-enabling of SSPR Attending Update Call Estimating Hours for Server Rebuilds Up Next: Support as Needed SN00001	Y	1.00

Invoice Time Total:

Billable Hours:

122.75

Heartland Business Systems, LLC
 PO Box 856846
 Minneapolis, MN 55485-6846
 (920) 788-7720



Date	Invoice
09/17/2024	729110-H
Account Number	
8761255	

Bill To:
Bella Vista, City of Attn: Accounts Payable PO Box Bell Vista, AR 72714 United States

Ship To
Bella Vista, City of 101 Town Center Bella Vista, AR 72714 United States

Terms	Due Date	PO Number	Reference
Net 30 days	10/17/2024		Incident Response August 2024

Services	Work Type	Staff	Hours	Rate	Amount
Agreement Billable Time: T&M Labor - Incident Response August 2024					
Infosec Consultant IV	Remote	Sam Sixta	1.00	275.00	275.00
Infosec Consultant VII	Remote	Russ Ciezki	3.25	275.00	893.75
Infosec Consultant VII	Remote	Thomas Kleespie	72.50	275.00	19,937.50
Infosec Consultant VII	Remote - After Hours	Russ Ciezki	5.75	275.00	1,581.25
Infosec Consultant VII	Remote - After Hours	Thomas Kleespie	22.00	275.00	6,050.00
Total Services:					28,737.50

Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846 ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.	Invoice Subtotal:	28,737.50
	Sales Tax:	0.00
	Invoice Total:	28,737.50

Thank you for your business!

Invoice Time Detail

Invoice Number: 729110-H
Company: Bella Vista, City of

Member: Ciezki, Russ Date: 8/21/2024

Date	Staff	Notes	Bill	Hours
08/21/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Joined the status update meeting Discussed roles and next steps	Y	0.75
08/21/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Jumped on tech call Discussed Hyper-V clusters and DCs recovery Provided assistance with technical questions/issues Worked with team to discuss additional recovery options	Y	1.50

Member: Ciezki, Russ Date: 8/23/2024

Date	Staff	Notes	Bill	Hours
08/23/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Status update meeting Discussed evening and weekend work	Y	0.50
08/23/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Met with Insurance (Beazley), AML, and Mullen lawyers Discussed the incident details known so far Discussed Mullen's role and purpose Needed John M. but he was not available Planned to have another call Saturday when John M is available	Y	0.50

Member: Ciezki, Russ Date: 8/24/2024

Date	Staff	Notes	Bill	Hours
08/24/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Worked with Jace on priority list and access to systems - Reviewed physical Global domain controller for IoCs Cleaned up Global Domain / Domain Controllers - Disabled / Reset passwords - Verified Domain health - Brought DC on Net as a functioning DC for the Global Domain	Y	4.00
08/24/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Met with Insurance, City of Bella Vista, AML, and Mullen Coughlin Law Firm to discuss breach coach services	Y	0.50
08/24/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Status update meeting with BV and HBS teams	Y	0.25

Member: Ciezki, Russ Date: 8/25/2024

Date	Staff	Notes	Bill	Hours
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08/25/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Status update and reviewed priorities with HBS/BV Team	Y	0.50
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Member: Ciezki, Russ Date: 8/26/2024

Date	Staff	Notes	Bill	Hours
08/26/2024	Ciezki, Russ	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor) Met with HBS and BV Teams Discussed current status of recovery Discussed work efforts Worked with Thomas to sync up recovery and forensic efforts	Y	0.50

Member: Kleespie, Thomas Date: 8/19/2024

Date	Staff	Notes	Bill	Hours
08/19/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	7.50
08/19/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	4.00

Member: Kleespie, Thomas Date: 8/20/2024

Date	Staff	Notes	Bill	Hours
08/20/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	3.50
08/20/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	9.00
08/20/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	3.00

Member: Kleespie, Thomas Date: 8/21/2024

Date	Staff	Notes	Bill	Hours
08/21/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	2.00
08/21/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	2.00
08/21/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	1.00
08/21/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	4.00

Member: Kleespie, Thomas Date: 8/22/2024

Date	Staff	Notes	Bill	Hours
08/22/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	3.50
08/22/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	9.00
08/22/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	2.00

Member: Kleespie, Thomas Date: 8/23/2024

Date	Staff	Notes	Bill	Hours
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08/23/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	2.00
08/23/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	9.00

Member: Kleespie, Thomas Date: 8/26/2024

Date	Staff	Notes	Bill	Hours
08/26/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	6.00

Member: Kleespie, Thomas Date: 8/27/2024

Date	Staff	Notes	Bill	Hours
08/27/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	4.00
08/27/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	5.50

Member: Kleespie, Thomas Date: 8/28/2024

Date	Staff	Notes	Bill	Hours
08/28/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	5.00

Member: Kleespie, Thomas Date: 8/29/2024

Date	Staff	Notes	Bill	Hours
08/29/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	3.00

Member: Kleespie, Thomas Date: 8/30/2024

Date	Staff	Notes	Bill	Hours
08/30/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	3.00

Member: Kleespie, Thomas Date: 9/3/2024

Date	Staff	Notes	Bill	Hours
09/03/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	2.50

Member: Kleespie, Thomas Date: 9/5/2024

Date	Staff	Notes	Bill	Hours
09/05/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	2.00

Member: Kleespie, Thomas Date: 9/12/2024

Date	Staff	Notes	Bill	Hours
09/12/2024	Kleespie, Thomas	Service Ticket: 2483787 Summary: Incident Response Case / City of Bella Vista (TM Labor)	Y	2.00

Member: Sixta, Sam Date: 9/3/2024

Date	Staff	Notes	Bill	Hours
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09/03/2024	Sixta, Sam	Service Ticket: 2483787	Y	1.00
Summary: Incident Response Case / City of Bella Vista (TM Labor) Bella vista chain of custody and labeling				

Invoice Time Total:	Billable Hours:	104.50
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INVOICE

BILL TO:

District Court Of Benton Co - Bella Vista Div
2483 Forest Hills Blvd
Bella Vista, AR 72715

Make Checks Payable to MSI

Remit to:

MSI
333 Industrial Park Road
Piney Flats, TN 37686

Direct Invoice Inquiries to:

mbaron@i3verticals.com

INVOICE #: MSI008805

CUSTOMER PO	WORK ORDER #	INVOICE DATE	DUE DATE
	Initial Fees	09/06/2024	10/06/2024

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
MSI-0013	Initial Fee- Virtual Justice Case Management - configuration & Data Migration to New Server	Each	1	\$2,000.00	\$2,000.00
				SUBTOTAL	\$2,000.00
				SALES TAX	\$190.00
				TOTAL	\$2,190.00

Heartland Business Systems, LLC
 PO Box 856846
 Minneapolis, MN 55485-6846
 (920) 788-7720



Date	Invoice
09/17/2024	729112-H
Account Number	
8761255	

Bill To:
Bella Vista, City of Attn: Accounts Payable PO Box Bell Vista, AR 72714 United States

Ship To
Bella Vista, City of 101 Town Center Bella Vista, AR 72714 United States

Terms	Due Date	PO Number	Reference
Net 30 days	10/17/2024		Incident Response August 2024

Other Charges	Quantity	Price	Amount
Billable Other Charges			
CUSTOM-RR-ESRM CYBERSECURITY: Thomas Kleespie - 8/27/2024 - 4.00 Hours	27.75	137.50	3,815.63
Thomas Kleespie - 8/23/2024 - 2.00 Hours			
Thomas Kleespie - 8/22/2024 - 3.50 Hours			
Thomas Kleespie - 8/22/2024 - 2.00 Hours			
Thomas Kleespie - 8/20/2024 - 3.50 Hours			
Thomas Kleespie - 8/20/2024 - 3.00 Hours			
Thomas Kleespie - 8/19/2024 - 4.00 Hours			
Russ Ciezki - 8/25/2024 - .50 Hours			
Russ Ciezki - 8/24/2024 - 4.00 Hours			
Russ Ciezki - 8/24/2024 - .50 Hours			
Russ Ciezki - 8/24/2024 - .25 Hours			
Russ Ciezki - 8/23/2024 - .50 Hours			
Miscellaneous Invoice			
Total Other Charges:			3,815.63

Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846 ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions , which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.	Invoice Subtotal:	3,815.63
	Sales Tax:	362.49
	Invoice Total:	4,178.12

Thank you for your business!

Heartland Business Systems, LLC
 PO Box 856846
 Minneapolis, MN 55485-6846
 (920) 788-7720



Date	Invoice
09/17/2024	729087-H
Account Number	
8761255	

Bill To:
Bella Vista, City of Attn: Accounts Payable PO Box Bell Vista, AR 72714 United States

Ship To
Bella Vista, City of 101 Town Center Bella Vista, AR 72714 United States

Terms	Due Date	PO Number	Reference
Net 30 days	10/17/2024		Incident Response Remediation - September 2024

Other Charges	Quantity	Price	Amount
Billable Other Charges			
CUSTOM-RR-ENT ENG-IA DESMOINES: Jace Miller - 8/26/2024 - 2.00 Hours	28.50	137.50	3,918.75
Jace Miller - 8/25/2024 - 5.50 Hours			
Jace Miller - 8/25/2024 - 3.50 Hours			
Jace Miller - 8/24/2024 - 13.50 Hours			
Jace Miller - 8/23/2024 - 4.00 Hours			
CUSTOM-RR-ENT ENG-WI LC: Riley Mueller - 8/30/2024 - 1.00 Hours	8.75	137.50	1,203.13
Riley Mueller - 8/29/2024 - 1.00 Hours			
Riley Mueller - 8/29/2024 - .75 Hours			
Riley Mueller - 8/28/2024 - 1.75 Hours			
Riley Mueller - 8/28/2024 - 1.25 Hours			
Riley Mueller - 8/27/2024 - 3.00 Hours			
Miscellaneous Invoice			
Total Other Charges:			5,121.88

Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846 ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions , which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.	Invoice Subtotal:	5,121.88
	Sales Tax:	486.58
	Invoice Total:	5,608.46

Thank you for your business!

Heartland Business Systems, LLC
 PO Box 856846
 Minneapolis, MN 55485-6846
 (920) 788-7720



Date	Invoice
09/17/2024	729126-H
Account Number	
8761255	

Bill To:
Bella Vista, City of Attn: Accounts Payable PO Box Bell Vista, AR 72714 United States

Ship To
Bella Vista, City of Attn: John Moeckel 101 Town Center Bella Vista, AR 72714 United States

Terms	Due Date	PO Number	Reference
Net 30 days	10/17/2024	20240911IT	150987

Other Charges	Quantity	Price	Amount
Agreement 0924ORD150987 - HBS Flex Block - PO #20240911IT			
HBS-FLEX-SERVICES: HBSFLEX Services	1.00	5,000.00	5,000.00
Total Other Charges:			5,000.00

Prepaid Services Agreement

Make checks payable to: Heartland Business Systems, LLC. PO Box 856846 Minneapolis, MN 55485-6846 ACH Instructions: Account Title: Heartland Business Systems, LLC Bank: Wells Fargo Bank, N.A. 1900 South Webster Ave, Green Bay, WI 54301 Account #: 4128255502 Bank Routing/ABA #: 121000248 Remittance Email: Remiteft@hbs.net This purchase is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website.	Invoice Subtotal:	5,000.00
	Sales Tax:	0.00
	Invoice Total:	5,000.00

Cisco DUO

Quote #353004 v1


Prepared For:
Bella Vista, City of

 John Moeckel
 101 Town Center
 Bella Vista, AR 72714

P: (479) 855-8225

E: jmoeckel@bellavistaar.gov

Prepared By:
Fayetteville, AR Office

 Sam Karnatz
 3775 N Mall Ave Suite 4
 Fayetteville, AR 72703

P: 4793326952

E: skarnatz@hbs.net

Date Issued:
10.04.2024
Expires:
10.17.2024

	Price	Qty	Ext. Price
36 Month Prepaid Term			
Auto Renewal On			

DUO Federal Access (3 Year Term)	Price	Qty	Ext. Price
Cisco Duo Security Access - License - 1 License - Federal \$56.85 Per User Per Year	\$170.57	10	\$1,705.70
Subtotal			\$1,705.70

DUO Premier (3 Year Term)	Price	Qty	Ext. Price
CISCO DUO PREMIER EDITION (FORMERLY BEYOND) \$85.27 Per User Per Year	\$255.82	10	\$2,558.20
Subtotal			\$2,558.20

DUO MFA-Federal (3 Year Term)	Price	Qty	Ext. Price
CISCO DUO MFA EDITION FOR FEDERAL CUSTOM \$28.41 Per User Per Year	\$85.24	10	\$852.40
Subtotal			\$852.40

Non-Returnable/Non-Refundable Language

Cisco/Meraki Note:

All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

Quote Summary	Amount
DUO Federal Access (3 Year Term)	\$1,705.70
DUO Premier (3 Year Term)	\$2,558.20
DUO MFA-Federal (3 Year Term)	\$852.40
Total:	\$5,116.30

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are

subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v1.0

Acceptance	
Fayetteville, AR Office	Bella Vista, City of
Sam Karnatz Signature / Name	Signature / Name
10/04/2024 Date	Initials
	Date



SonicWall Network Projects

Quote # 009367 | Version 1

Prepared for:

City of Bella Vista

Thursday, September 19, 2024

City of Bella Vista
John Moeckel
101 Town Center
PO Box 5655
Bella Vista, AR 72714
jmoeckel@bellavistaar.gov

Dear John,

Thank you for considering Stronghold Data as your strategic partner in digital transformation. Since 1990, we have been providing best-in-class IT solutions to organizations of all types and sizes across the four-state region.

We understand that technology supports your business objectives. We offer dedicated IT support and consulting services to help you reach your goals. Our comprehensive line of services includes Business Continuity Solutions, Information Security, Managed IT Services, and Cloud Services.

Our expertise in the field of IT services has been recognized by our clients and industry experts alike. We have been awarded for our solution-based innovation, and complex technical problem solving. We are confident that our strategic partnership will help you achieve your business goals.

Please review the attached proposal and feel free to contact us with any questions you may have.



Jason Rincker
Sales Director
Stronghold Data LLC



Services

Description	Price	Qty	Ext. Price
Zero Trust / Least Privilege - Network Project Block of time - estimated 40 hours for SonicWall Site-to-Site VPN and Network Rules review and modification between all City networks Will bill actual time & materials. Additional time will be billed at an hourly rate of \$210.00/hour	\$8,400.00	1	\$8,400.00
MFA and VPN - Network Project Block of time - estimated 10 hours for SonicWall Multi-Factor Authentication Admin and Setup for VPN users Will bill actual time. Additional time will be billed at an hourly rate of \$210.00/hour	\$2,100.00	1	\$2,100.00
Subtotal:			\$10,500.00

SonicWall Network Projects

Prepared for:

City of Bella Vista

101 Town Center
PO Box 5655
Bella Vista, AR 72714
John Moeckel
(479) 855-8225
jmoeckel@bellavistaar.gov



Prepared by:

Stronghold Data LLC

Jason Rincker
(417) 627-9878
Fax (417) 623-7606
jason.rincker@strongholddata.com

Quote Information:

Quote #: 009367

Version: 1
Delivery Date: 09/19/2024
Expiration Date: 10/18/2024

Quote Summary

Description	Amount
Services	\$10,500.00
Total:	\$10,500.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. By accepting and signing this proposal to purchase products and services from Stronghold Data you are also accepting the contract terms to our Master Services Agreement included with the official quote. This official quote can be downloaded by clicking the icon under the "Download the PDF" section on the Order Web Page. Once you accept this proposal by signing the order you will receive an email with the completed quote including contract agreement terms and your signature of acceptance.



STRONGHOLD DATA, LLC
MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is between Stronghold Data, LLC a Missouri limited liability company with its primary offices located in Joplin, Missouri (“Stronghold Data”) and the Customer as defined in the attached quote (“Client”) and is effective on the date of the first agreement invoice.

1. **PROVISION OF SERVICES.** Stronghold Data shall provide product(s) and services(s) to Client in accordance with the details listed in the attached quote that is part of this Master Service Agreement.
2. **SERVICE PERIOD.** The agreement shall begin on the date of the first agreement invoice. Stronghold Data shall provide service(s) as described, for a three (3) year term unless otherwise notated in the applicable quote. On expiration of the initial term or a renewal term, the service schedule shall automatically renew for a period of 1 year unless either party gives written notice of termination to the other sixty (60) days before the expiration of the initial term or any renewal term.
3. **CLIENT RESPONSIBILITIES.** Client will provide access to the site, bandwidth, and necessary utilities as needed by Stronghold Data to perform this Agreement. Clients will designate a contact person with authority to direct Stronghold Data.
4. **PAYMENTS AND ADJUSTMENTS.** Payment for all charges shall be due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days of the invoice shall bear interest at the rate of 2% per month or the highest rate allowed by law, whichever is less.

Stronghold Data consistently invests in our clients by providing new and better tools to deliver superior services. In order to deliver the highest level of support with these advanced tools we have a 4% fee increase each year to cover our increased costs for items such as software tools, staff salary increases, etc. Also, there may be rate increases throughout the year passed along to you, the client, from vendors such as Microsoft for products included with your service that may be periodically increased or decreased as the vendor changes their rates (i.e. Microsoft Office 365, etc.)

5. **DEFAULT.** If Client fails to make any payment when due or materially breaches any provision of the Agreement, then Stronghold Data may give notice to Client of its default. If Client fails to cure such default within fifteen (15) days on the notice, then Stronghold Data may do any or all of the following:
 - (a) Terminate this Agreement by giving notice to Client;
 - (b) Accelerate all remaining payments hereunder by giving notice to Client;
 - (c) Pursue any other remedy at law or in equity.
6. **CONFIDENTIALITY.** Client and Stronghold Data, for each party and for each party's owners, agents, employees, attorneys, accountants, consultants, and contractors promise covenant and agree, except as required by law, that either party will keep absolutely confidential and shall not disclose or disseminate in any way to third parties the other party's information and intellectual property, belonging to or originating from the other party, including but not limited to, documents, components, parts, information, drawings, data, scripts, sketches, plans, programs, specifications, techniques, processes, software, inventions, supply sources, customer lists, pricing and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, business forecasts, invention, research, design or development of system information and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by a patent application



prepared or filed by or on behalf of the other party. Any disclosure by either party of information or materials included herein to the party's employees, agents, attorneys, accountants, consultants, and contractors who have a need to know such information and materials is permitted, provided that each person(s) agree to the complete and absolute confidentiality as described in this Agreement.

7. **OWNERSHIP OF MATERIALS.** Client and Stronghold Data hereby agree that any systems, subsystems, work product, other products, components, parts, information, drawings, data, scripts, sketches, plans, programs, specifications, techniques, processes, software, inventions, and other materials developed and/or created by Stronghold Data for Client's sole proprietary use shall be property belonging to Client. Upon termination of this agreement, Stronghold Data will transfer and deliver to Client any and all such property belonging to Client that is controlled and/or operated by Stronghold Data.

8. **INDEMNIFICATION.**

A. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other party, its officers, directors, board members, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each party shall bear its share of the loss.

B. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts, or other employee benefit acts.

9. **LIMITATIONS OF LIABILITY; NO WARRANTIES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST BUSINESS, REVENUE OR PROFITS (OTHER THAN FEES AND CHARGES PAYABLE FOR PRODUCT OR SERVICES), OR FOR DAMAGES FOR LOST OR ERRONEOUS DATA, OR BUSINESS INTERRUPTION, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF CHARACTERIZATION, EVEN IF SUCH LOSS AND/OR DAMAGES WERE FORESEEABLE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. STRONGHOLD DATA LIABILITY FOR CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT ARISE IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MONTHLY RECURRING CHARGES FOR ONE MONTH, REGARDLESS OF WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

10. **PRODUCT RETURNS**

Stronghold Data adheres to the manufacturer/distributor return policies and timelines for all products. We reserve the right to make exceptions based on the client, product, and circumstance.

11. **NON-SOLICITATION**

Client acknowledges that Stronghold Data (SD) makes considerable investment in training and developing its employees, consultants and independent contractors, and that these relationships constitute valuable assets of SD. Accordingly, Client agrees that during the term of this Agreement and for a period of two (2) years thereafter, Client will not directly or indirectly recruit, engage or employ any person who has performed Services for Client under this Agreement. If at any time during the term of this Agreement, or for a period of two (2) years after its termination or expiration, Client directly or indirectly recruits or employs (as an employee, contractor, consultant, or otherwise) any person who has performed Services for Client under this Agreement, Client will pay to SD as liquidated damages an amount equal to twelve (12) months compensation for that person, calculated based on that person's most recent or last salary level plus benefits. This payment shall be due by Client to SD within thirty (30) days of the date upon which SD

makes demand therefore, which demand shall be in writing. Client agrees that the actual damages caused to SD from such an action would be difficult to calculate, and that this amount represents a reasonable approximation of those damages and not a penalty.

12. **GENERAL PROVISIONS.**

A. The failure of either party to insist or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or right on any future occasion.

B. Stronghold Data shall perform this Agreement as an independent contractor and neither party shall be the agent, partner, or joint venturer of the other.

C. Client shall not assign this Agreement without the prior written consent of Stronghold Data, which will not be reasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

D. This Agreement shall be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Jasper County, Missouri. Both parties waive jury trial. Stronghold shall be entitled to recover its costs and attorney fees.

E. If any provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby.

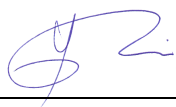
F. Provision contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement shall so survive the completion of performance and termination of this Agreement including the completion of performance and termination of this Agreement including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

G. Stronghold Data and Client agree to conduct transactions by electronic means including, without limitation, facsimile transmission and email, and that signatures shall be binding on the parties.

H. If performance of this Agreement by either party or any obligation hereunder (other than payment of money) is prevented, restricted, or interfered with by cause beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The party claiming force majeure shall notify the other party and shall use reasonable efforts under the circumstances to avoid or remove such force majeure. If the force majeure last for more than thirty (30) days, either party may terminate this Agreement on written notice.

I. The Agreement can only be modified in writing signed by the parties. In the event any provision of this Agreement conflicts with any applicable law, regulation, or order of any regulatory body with jurisdiction, then such law, regulation, or order shall prevail. In the event of any conflict or inconsistency between this Agreement and the associated quote, the terms of the quote shall prevail.

Stronghold Data LLC

Signature: 
Name: Jason Rincker
Title: Sales Director
Date: 09/19/2024

City of Bella Vista

Signature: _____
Name: John Moeckel
Date: _____



TUBBESING

IMPROVING CRITICAL FACILITIES

Tubbesing Solutions LLC
2020 Diplomat Dr. Ste 100
Dallas, TX 75234

Tel: 918-633-8813

Quote

Project Number	T202402-32989
Quote Number	00041406
Project Name	City of Bella Vista APC Services 2024
Date	Sunday, February 25, 2024, 9:00 PM
Prepared By	Ed Sittler

Quote To:

City of Bella Vista
101 Town Center
Bella Vista, AR 72714

Ship To:

,

UPS Services Agreement

Qty	Part Number	Description	Unit Price	Ext Price
1	UPS Services Agreement	(1) Year Advantage Ultra Service Plan Advantage Ultra Service Plan for APC UPS equipment. Inclusive of the following entitlements. *Annual PM Service- ups/power systems. *Firmware updates ensuring that the equipment is current and operating as efficiently as possible. *Complete Pats & Labor repairs- Backed by Schneider Electric, parts that must be replaced during a normal break fix repairs along with labor will not be invoiced if a product is covered under a Advantage Ultra contract. (Excludes batteries & capacitors on some models.) (if asset is a legacy unit battery maintenance and or capacitor maintenance is provided as a separate line item) *Service hours for the base level plan are M-F/8-5 next business day, upgraded response times are available. * Priority Service and parts availability.	\$5,531.25	\$5,531.25

		*Priority over the phone technical support. Plan includes annual PM service M-F 8-5. Complete parts and labor repairs for the contract period. (base level plan includes next business day M-F/8-5 service response) Priority service scheduling and phone support. Coverage offering is for asset: QD2206240104 Proposed coverage period (On calendar year from successful Precontract audit) Excludes batteries.		
1	Pre-Contract Audit	Pre-Contract Audit UPS Systems Asset: QD2206240104	\$1,070.00	\$1,070.00
1	8 hour 7x24 response	1 Year 8HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for UPS Systems Includes weekends and Holidays includes emergency call outs. Asset:QD2206240104	\$626.25	\$626.25
			UPS Services Agreement Subtotal	\$7,227.50

Cooler Service Agreement

Qty	Part Number	Description	Unit Price	Ext Price
2	Services Agreement	(1) Year Advantage Ultra Service Plan 300MM Coolers Advantage Ultra Service from Schneider Electric ensures optimum performance of the cooling product installed while maintaining a flat line cost for repairs and services. This is an annual services contract that is calendar date driven from the date of startup. If the unit is currently out of warranty or not currently covered by an agreement a per contract audit may be required to pre asses the health of the unit and suggest remedial repairs prior to the start of the contract date, Advantage Ultra includes the following: Includes (2) Semiannual on-site PM Services Inclusive of parts and labor for remedial repairs either discovered during pm services or normal operational alarms.	\$3,881.25	\$7,762.50

		All work for this service is M-F, 8-5 normal business hours, upgraded responses are available and will be proposed separately. Asset Covered:JK2232004282 & JK2232004258 Proposed coverage period (On calendar year from successful Precontract audit)		
2	Pre contract Audit	Pre-Contract Audit is a requirement for any Schneider field assets that are not currently covered under a support contract or have an expired contract that is greater than 30 days lapsed. A PCA is required to determine the status of the equipment prior to executing a comprehensive parts & labor service agreement with Schneider Electric. If deficiencies are identified remedial repairs will be required on a Time & Material Basis to bring the equipment back up to standards prior to the start date of the service agreement. Assets Covered: JK2232004282 & JK2232004258	\$1,070.00	\$2,140.00
2	8 hour 7x24 Response	1 Year 8HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract Includes Weekend and Holiday Services call outs. Includes Assets: JK2232004282 & JK2232004258	\$522.50	\$1,045.00
			Cooler Service Agreement Subtotal	\$10,947.50

Subtotal	\$18,175.00
Sales Tax	
Shipping	
Total	\$18,175.00

Notes:

Shipment time: .

FOB: Origin. Freight Terms: Freight Pre-paid and Invoiced.

Please issue your purchase order to Tubbesing Solutions LLC at **2020 Diplomat Drive Ste 100, Dallas, TX 75234**

Payment terms: 30 Days.

See attached for terms and conditions and further information.

Please contact me if I can be of further assistance. Thank you for your consideration!



Quotation Notes

1. Unless noted on quote, Tubbesing Solutions LLC will bill the actual freight amount upon issuance of invoice. If actual freight cost was provided, please note on your purchase order.
2. Sales tax is not included in pricing.
3. Pricing does not include inside delivery unless noted in quotation.
4. Please allow 2 weeks for quoted startup on all products.
5. Submittals have a 1 to 2 week lead time depending on manufacturer.
6. A hard copy purchase order must be provided. A purchase order number is not sufficient.
7. Tubbesing General Terms and Conditions apply (See Below).
8. Prices good for 30 days.
9. Terms: Net 30 days with prior approved credit. See attached document.
10. The above pricing does not include any rigging or installation unless noted.

Should you find this proposal acceptable and wish to place an order, please issue your purchase order to Tubbesing Solutions LLC.

Please also include:

Ship to address with site contact name and phone number
 Tax exemption status with applicable paperwork
 Special delivery requirements (preferred carrier, lift-gate, etc.)
 Purchase order number

Terms & Conditions

Payment is due in net 30 days. Overdue accounts are subject to 1½% monthly charge; annual rate 18%, terms 30, and attorney's fees if collection proceedings are required. Performance of this proposal is contingent on submission of credit application and subsequent approval. **Proposal does not include sales tax, start-up or freight unless otherwise indicated.** All materials are subject to applicable sales taxes unless a tax exempt certificate is supplied by the customer. Freight terms are FOB Factory unless otherwise indicated on proposal.

The contents of this proposal and any other cost or pricing data are proprietary information generated by Tubbesing Solutions LLC for the exclusive use by the client. Contents may not be copied or used for any purpose other than for evaluation by the client. Any other use than that described above is prohibited unless authorized in writing by Tubbesing Solutions LLC.

Customer shall be responsible for all charges and amounts in connection with all transactions requested by Customer and its authorized agents, whether or not Customer (or such agent) is acting on Customer's own behalf, or as an agent, disclosed or undisclosed, for any third party. In the event Customer is acting as an agent on behalf of any third party, in addition to all other requirements of this agreement, Customer shall provide Vendor, in writing prior to the delivery of any product or service hereunder, with the name, address, correct legal name, type of legal entity, and identify, as applicable, of all officers, owners, shareholders and/or partners of such entity. Provision of the aforementioned information shall not limit, in any manner, Customer's liability pursuant to this agreement.

All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the administrator(s) may be entered in any court having jurisdiction thereof, provided however, that this shall be in addition to any rights and remedies available under applicable mechanic's lien laws or bond rights.

Products Order Cancellation Policy:

Order Status	Cancellation Charge as a Percent of the Order
Hold for release order entry	0%
Submittals completed	10%
Material ordered*	40 to 60% *(dependent upon if manufacturer allows for cancellations)
Production/fabrication started*	90% *(dependent upon if manufacturer allows for cancellations/restocking)
Product shipped to customer*	100% *(dependent upon materials that may be returned to vendor(s))

NOTE: This proposal may be withdrawn by Tubbesing if not accepted within 30 days.

Bulldog Security, LLC
203 Blair Circle
Pea Ridge, AR 72751 US
john@bulldogsecurityar.com
www.bulldogsecurityar.com



Estimate

ADDRESS

John Moeckel
Bella Vista IT Director
101 Town Center
Bella Vista, AR 72714 US

ESTIMATE # 1177

DATE 10/10/2024

ACTIVITY	QTY	RATE	AMOUNT
Equipment Public Safety: Training Room Data Closet and Courtroom Data. Electronic Door Strikes, HID Prox Reader/Keypads, Cable, Programming, and Labor	2	950.00	1,900.00
Install Public Safety Addition Cable Length	1	250.00	250.00
Equipment Fire Station #3 Data Room: ZK Teco 4 Door Access Panel	1	1,575.00	1,575.00
Equipment Fire Station #3 Data Room: Door Strike, HID Prox Keypad, Cable, Labor and Programming	1	950.00	950.00
Equipment Fire Station #4 Data Room: ZK Teco 4 Door Access Panel	1	1,575.00	1,575.00
Equipment Fire Station #4 Data Room: Door Strike, HID Prox Keypad, Cable, Labor and Programming	1	950.00	950.00
Equipment Street Department Data Room: ZK Teco 4 Door Access Panel	1	1,575.00	1,575.00
Equipment Street Department Data Room: Door Strike, HID Prox Keypad, Cable, Labor and Programming	1	950.00	950.00
TOTAL			\$9,725.00

Accepted By

Accepted Date



A New Charter Technologies Company

Threat Hunting & Monitoring

Quote # 009369 | Version 1

Prepared for:

City of Bella Vista

Thursday, September 19, 2024

City of Bella Vista
John Moeckel
101 Town Center
PO Box 5655
Bella Vista, AR 72714
jmoeckel@bellavistaar.gov

Dear John,

Thank you for considering Stronghold Data as your strategic partner in digital transformation. Since 1990, we have been providing best-in-class IT solutions to organizations of all types and sizes across the four-state region.

We understand that technology supports your business objectives. We offer dedicated IT support and consulting services to help you reach your goals. Our comprehensive line of services includes Business Continuity Solutions, Information Security, Managed IT Services, and Cloud Services.

Our expertise in the field of IT services has been recognized by our clients and industry experts alike. We have been awarded for our solution-based innovation, and complex technical problem solving. We are confident that our strategic partnership will help you achieve your business goals.

Please review the attached proposal and feel free to contact us with any questions you may have.



Jason Rincker
Sales Director
Stronghold Data LLC



Monthly Services

Description	Recurring	Qty	Ext. Recurring
Threat Hunting & Monitoring Advanced Protection Threat Monitoring This tool will work alongside your IT and security team to detect, isolate, and remediate malicious threats across your endpoints. • Persistent Footholds - Eliminate persistent threats hiding in plain sight on Windows & Mac • Ransomware Canaries - Enable faster and earlier detection of potential ransomware incidents • External Recon - Monitor for potential exposures caused by open ports connected to remote desktop services, shadow IT, and more. • 24/7 SOC Coverage - Unmatched human expertise in your back pocket. The SOC team provides a degree of expertise and support that software-only solutions can't match. *Priced per device/per month *No helpdesk support is included	\$5.00	1	\$5.00
Recurring Subtotal:			
			\$5.00

Services

Description	Price	Qty	Ext. Price
One-Time Setup One-time fee includes: • Creating the Tenant Account and Initial setup of configured options • Working with City of Bella Vista team to setup and walkthrough the portal and create IT Admin access • Supplying installer and command line scripts for CoBV Staff to deploy to environment	\$750.00	1	\$750.00
Subtotal:			
			\$750.00

Threat Hunting & Monitoring

Prepared for:

City of Bella Vista

101 Town Center
PO Box 5655
Bella Vista, AR 72714
John Moeckel
(479) 855-8225
jmoeckel@bellavistaar.gov



Prepared by:

Stronghold Data LLC

Jason Rincker
(417) 627-9878
Fax (417) 623-7606
jason.rincker@strongholddata.com

Quote Information:

Quote #: 009369

Version: 1
Delivery Date: 09/19/2024
Expiration Date: 10/18/2024

Quote Summary

Description	Amount
Services	\$750.00
Total:	\$750.00

Monthly Recurring Expenses Summary

Description	Amount
Monthly Services	\$5.00
Recurring Total:	\$5.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. By accepting and signing this proposal to purchase products and services from Stronghold Data you are also accepting the contract terms to our Master Services Agreement included with the official quote. This official quote can be downloaded by clicking the icon under the "Download the PDF" section on the Order Web Page. Once you accept this proposal by signing the order you will receive an email with the completed quote including contract agreement terms and your signature of acceptance.



STRONGHOLD DATA, LLC
MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is between Stronghold Data, LLC a Missouri limited liability company with its primary offices located in Joplin, Missouri (“Stronghold Data”) and the Customer as defined in the attached quote (“Client”) and is effective on the date of the first agreement invoice.

1. **PROVISION OF SERVICES.** Stronghold Data shall provide product(s) and services(s) to Client in accordance with the details listed in the attached quote that is part of this Master Service Agreement.
2. **SERVICE PERIOD.** The agreement shall begin on the date of the first agreement invoice. Stronghold Data shall provide service(s) as described, for a three (3) year term unless otherwise notated in the applicable quote. On expiration of the initial term or a renewal term, the service schedule shall automatically renew for a period of 1 year unless either party gives written notice of termination to the other sixty (60) days before the expiration of the initial term or any renewal term.
3. **CLIENT RESPONSIBILITIES.** Client will provide access to the site, bandwidth, and necessary utilities as needed by Stronghold Data to perform this Agreement. Clients will designate a contact person with authority to direct Stronghold Data.
4. **PAYMENTS AND ADJUSTMENTS.** Payment for all charges shall be due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days of the invoice shall bear interest at the rate of 2% per month or the highest rate allowed by law, whichever is less.

Stronghold Data consistently invests in our clients by providing new and better tools to deliver superior services. In order to deliver the highest level of support with these advanced tools we have a 4% fee increase each year to cover our increased costs for items such as software tools, staff salary increases, etc. Also, there may be rate increases throughout the year passed along to you, the client, from vendors such as Microsoft for products included with your service that may be periodically increased or decreased as the vendor changes their rates (i.e. Microsoft Office 365, etc.)

5. **DEFAULT.** If Client fails to make any payment when due or materially breaches any provision of the Agreement, then Stronghold Data may give notice to Client of its default. If Client fails to cure such default within fifteen (15) days on the notice, then Stronghold Data may do any or all of the following:
 - (a) Terminate this Agreement by giving notice to Client;
 - (b) Accelerate all remaining payments hereunder by giving notice to Client;
 - (c) Pursue any other remedy at law or in equity.
6. **CONFIDENTIALITY.** Client and Stronghold Data, for each party and for each party's owners, agents, employees, attorneys, accountants, consultants, and contractors promise covenant and agree, except as required by law, that either party will keep absolutely confidential and shall not disclose or disseminate in any way to third parties the other party's information and intellectual property, belonging to or originating from the other party, including but not limited to, documents, components, parts, information, drawings, data, scripts, sketches, plans, programs, specifications, techniques, processes, software, inventions, supply sources, customer lists, pricing and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, business forecasts, invention, research, design or development of system information and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by a patent application



prepared or filed by or on behalf of the other party. Any disclosure by either party of information or materials included herein to the party's employees, agents, attorneys, accountants, consultants, and contractors who have a need to know such information and materials is permitted, provided that each person(s) agree to the complete and absolute confidentiality as described in this Agreement.

7. **OWNERSHIP OF MATERIALS.** Client and Stronghold Data hereby agree that any systems, subsystems, work product, other products, components, parts, information, drawings, data, scripts, sketches, plans, programs, specifications, techniques, processes, software, inventions, and other materials developed and/or created by Stronghold Data for Client's sole proprietary use shall be property belonging to Client. Upon termination of this agreement, Stronghold Data will transfer and deliver to Client any and all such property belonging to Client that is controlled and/or operated by Stronghold Data.

8. **INDEMNIFICATION.**

A. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other party, its officers, directors, board members, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each party shall bear its share of the loss.

B. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts, or other employee benefit acts.

9. **LIMITATIONS OF LIABILITY; NO WARRANTIES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST BUSINESS, REVENUE OR PROFITS (OTHER THAN FEES AND CHARGES PAYABLE FOR PRODUCT OR SERVICES), OR FOR DAMAGES FOR LOST OR ERRONEOUS DATA, OR BUSINESS INTERRUPTION, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF CHARACTERIZATION, EVEN IF SUCH LOSS AND/OR DAMAGES WERE FORESEEABLE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. STRONGHOLD DATA LIABILITY FOR CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT ARISE IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL MONTHLY RECURRING CHARGES FOR ONE MONTH, REGARDLESS OF WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

10. **PRODUCT RETURNS**

Stronghold Data adheres to the manufacturer/distributor return policies and timelines for all products. We reserve the right to make exceptions based on the client, product, and circumstance.

11. **NON-SOLICITATION**

Client acknowledges that Stronghold Data (SD) makes considerable investment in training and developing its employees, consultants and independent contractors, and that these relationships constitute valuable assets of SD. Accordingly, Client agrees that during the term of this Agreement and for a period of two (2) years thereafter, Client will not directly or indirectly recruit, engage or employ any person who has performed Services for Client under this Agreement. If at any time during the term of this Agreement, or for a period of two (2) years after its termination or expiration, Client directly or indirectly recruits or employs (as an employee, contractor, consultant, or otherwise) any person who has performed Services for Client under this Agreement, Client will pay to SD as liquidated damages an amount equal to twelve (12) months compensation for that person, calculated based on that person's most recent or last salary level plus benefits. This payment shall be due by Client to SD within thirty (30) days of the date upon which SD makes demand therefore, which demand shall be in writing. Client agrees that the actual damages caused to SD from such an action would be difficult to calculate, and that this amount represents a reasonable approximation of those damages and not a penalty.



12. GENERAL PROVISIONS.

A. The failure of either party to insist or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or right on any future occasion.

B. Stronghold Data shall perform this Agreement as an independent contractor and neither party shall be the agent, partner, or joint venturer of the other.

C. Client shall not assign this Agreement without the prior written consent of Stronghold Data, which will not be reasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

D. This Agreement shall be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Jasper County, Missouri. Both parties waive jury trial. Stronghold shall be entitled to recover its costs and attorney fees.

E. If any provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby.

F. Provision contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement shall so survive the completion of performance and termination of this Agreement including the completion of performance and termination of this Agreement including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

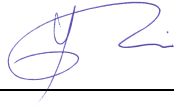
G. Stronghold Data and Client agree to conduct transactions by electronic means including, without limitation, facsimile transmission and email, and that signatures shall be binding on the parties.

H. If performance of this Agreement by either party or any obligation hereunder (other than payment of money) is prevented, restricted, or interfered with by cause beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The party claiming force majeure shall notify the other party and shall use reasonable efforts under the circumstances to avoid or remove such force majeure. If the force majeure last for more than thirty (30) days, either party may terminate this Agreement on written notice.

I. The Agreement can only be modified in writing signed by the parties. In the event any provision of this Agreement conflicts with any applicable law, regulation, or order of any regulatory body with jurisdiction, then such law, regulation, or order shall prevail. In the event of any conflict or inconsistency between this Agreement and the associated quote, the terms of the quote shall prevail.

Stronghold Data LLC

Signature:



Name: Jason Rincker

Title: Sales Director

Date: 09/19/2024

City of Bella Vista

Signature:

Name: John Moeckel

Date:

Scope of Work

Project Title: Configuration and Security Enhancement for Cybersecurity

Client: City of Bella Vista

Service Provider: Blue Guys IT

Project Duration: 24 Hours

Hourly Rate: \$150 per hour (including drive time)

Objectives:

1. Assist with Configuration of Intune

- Ensure proper setup and configuration of Microsoft Intune for device management.
- Integrate Intune with existing systems for seamless management.
- Provide training and documentation for IT staff on Intune best practices.

2. Configure SASE VPN Services

- Set up Secure Access Service Edge (SASE) VPN to enhance network security.
- Configure SASE services for secure remote access to organizational resources.
- Test and verify configuration for optimal performance and security.

3. Implement Microsoft 365 Security Best Practices

- Review and enhance the security settings of Microsoft 365 accounts.
- Implement 365 Security Best Practice. Ensure proper setup of conditional access including 2 factor and location based
- Conduct a security audit and recommend improvements based on best practices.

Deliverables:

1. Microsoft Intune Configuration

- Fully configured Intune setup.
- Integration report and setup documentation.
- Training session for IT staff with comprehensive guides.

2. SASE VPN Setup

- Operational SASE VPN with secure access policies.
- Configuration and testing report.
- User guides for accessing and troubleshooting VPN.

3. Microsoft 365 Security Enhancements

- Detailed security audit report.
- Implemented security measures (e.g., MFA).
- Recommendations for ongoing security improvements.

Work Breakdown:

- **Initial Consultation and Planning: 2 hours**
 - Understand client requirements and existing infrastructure.
 - Develop a detailed implementation plan.
- **Intune Configuration: 4 hours**
 - Setup and configuration.
 - Integration with existing systems.
 - Documentation and training.
- **SASE VPN Configuration: 8 hours**
 - VPN setup and configuration.
 - Testing and verification.
 - Documentation.
- **Microsoft 365 Security Best Practices Implementation: 4 hours**
 - Security audit and assessment.
 - Implementation of security measures.
 - Final security report and recommendations.
- **Drive Time: 6 hours**
 - Estimated travel time to and from the client's location.

Total Hours: 24 Hours

Cost Estimate:

- Hourly Rate: \$150 per hour
- Overnight stay and 1 Meal: \$250
- Total Cost: $\$150 * 24 = \$3,850$

Terms and Conditions:

- The client will provide necessary access and credentials for the configurations.
- Any additional hours required beyond the scope will be billed at the standard hourly rate.
- Payment terms: Net 0

Acceptance:

By signing below, both parties agree to the terms and conditions outlined in this Scope of Work.

Client Signature:**Date:**

Service Provider Signature:**Date:**

10/14/2024
3:31 PM

General Fund

Page 1 of 2

Statement of Revenue and Expenditures
(Including Encumbrances)

Account Number	Year-To-Date		Annual Budget	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Dec 2024	Variance (Including	Dec 2024
	Actual	Encumbrances		Encumbrances)	Percent of
					Budget
Revenue & Expenditures					
Expenses					
13 - Information Technology					
Payroll & Allowance Exp					
50505	Payroll - Comp Time	21.75		(21.75)	0.00%
50510	Payroll - Overtime	2,226.67	500.00	(1,726.67)	445.33%



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	Taylor Robertson, Planning and Development Director	ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55647 (COUNTY PARCEL NO. 16-70260-003) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT Staff requests third and final reading

AGENDA ITEM # IX.H

ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55647 (COUNTY PARCEL NO. 16-70260-003) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT **Staff requests third and final reading**

BACKGROUND

Staff and the Planning Commission are recommending approval of rezoning the Tanyard Creek Trailhead from R-1 to C-1. Existing and surrounding uses include commercial recreation and private trails/trailheads. See attached report for further analysis supporting the recommendation.

RECOMMENDATION

Staff recommends approval of this rezone request.

FISCAL IMPACT

None

ATTACHMENTS

- 1. Ord RZN 55647
- 2. ORD. EXHIBIT A 55647
- 3. Staff Report RZN 55647 Tanyard Creek Trailhead

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO
REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-
55647 (COUNTY PARCEL NO. 16-70260-003) FROM R-1, RESIDENTIAL
SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD
COMMERCIAL DISTRICT**

WHEREAS, a rezoning petition was properly filed and considered by the Bella Vista Planning Commission according to the requirements of law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that said petition be granted and that the property described therein be rezoned from R-1, Residential Single-Family District to C-1, Neighborhood Commercial District; and

WHEREAS, the City Council is of the opinion that said parcel should be rezoned as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The Bella Vista Zoning Ordinance and Map are hereby amended to rezone property described in rezoning petition No. 2024-55647 (County Parcel No. 16-70260-003) from R-1, Residential Single-Family District to C-1, Neighborhood Commercial District.

SECTION 2: The legal description of the parcel is attached to this Ordinance as Exhibit “A” and incorporated herein as if set out word-for-word.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

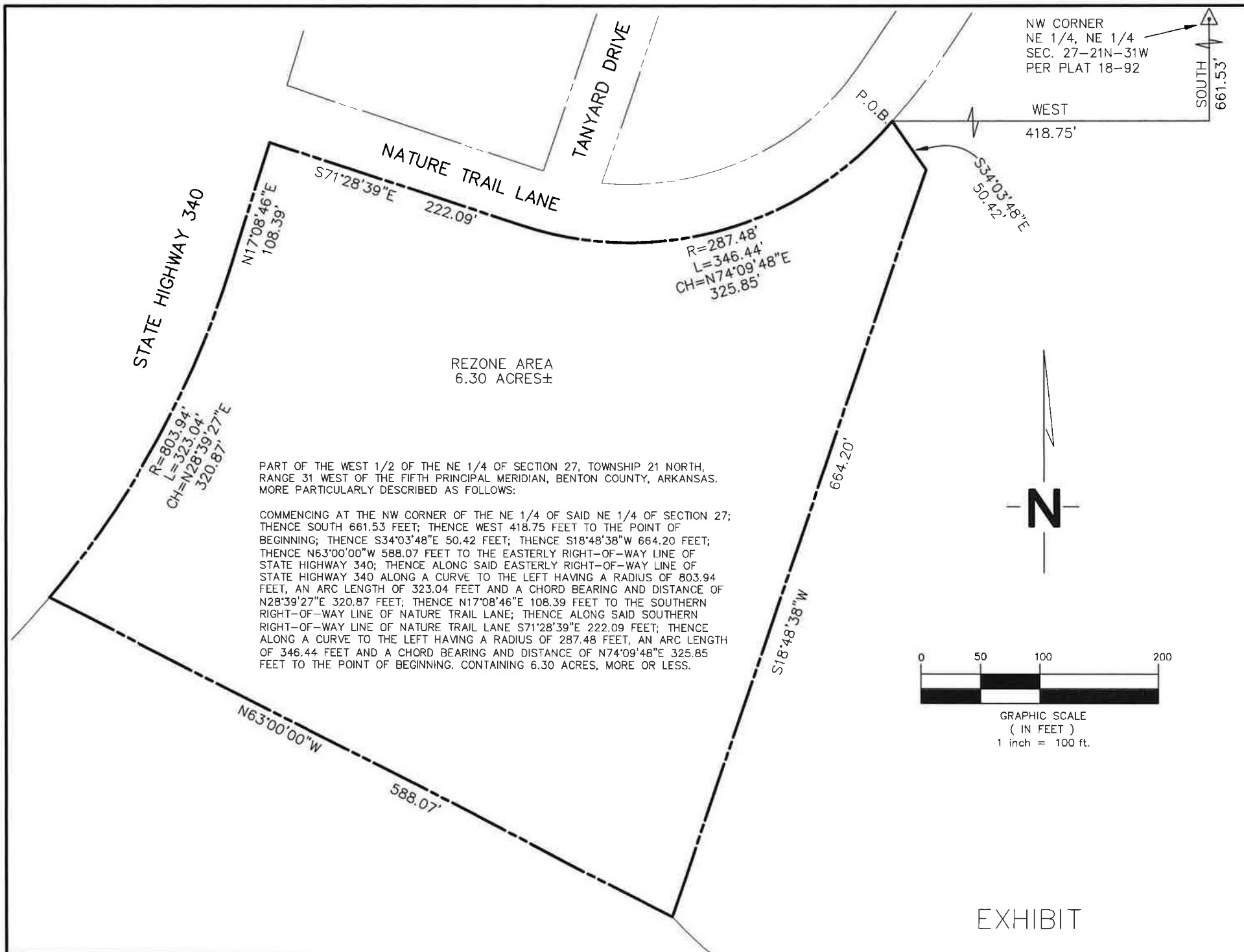
Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor; Planning Commission
Prepared by Jason Kelley, Staff Attorney

EXHIBIT A





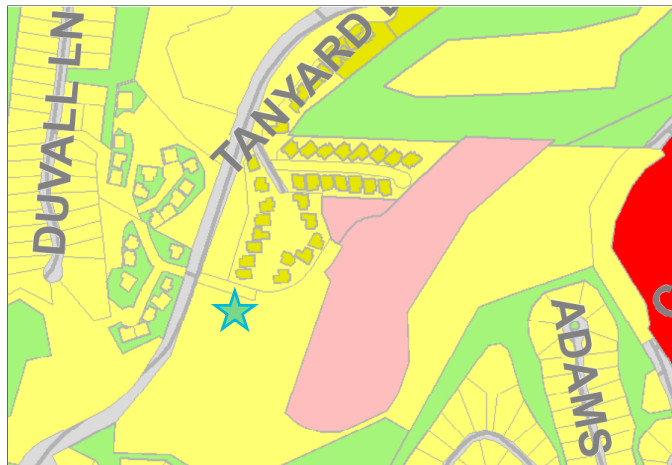
Meeting Information:

2483 Forest Hills Blvd
October 14, 2024 at 4:30 pm

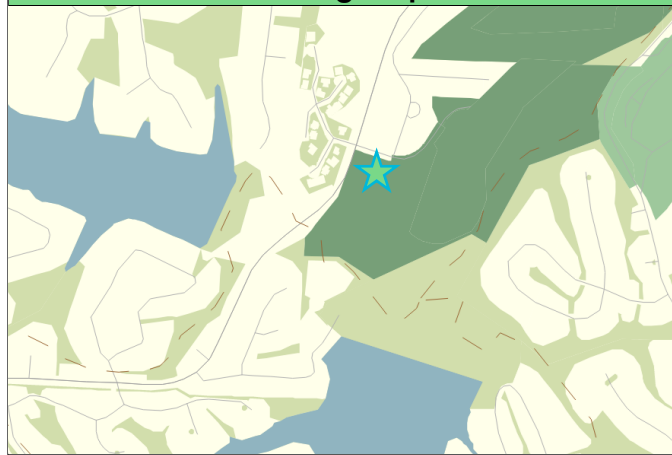
Reviewer:

Megan Workman
Trails and Active
Transportation Manager

Project Number	RZN-2024-55647
Applicant	Bella Vista POA
Address/Location	Near E. Lancashire Boulevard & Nature Trail Lane
Current Zoning	R-1, Single-Family Residential
Site Area	6.30 acres
Nature of Request	Requesting to Rezone from R-1 to C-1



Zoning Map



Future Land Use

Property Description

This property is situated east of the intersection of W. Lancashire Boulevard and Nature Trail Lane and is located on Parcel #16-70260-003; Area 4 of the Bella Vista Golf Course Final Plat L-159 in the Benton County book of records.

Request

Per Sec. 109-40(c), the applicant is requesting to rezone 6.30 acres of the 27.91-acre parent parcel from R-1, Single-Family Residential to C-1 Neighborhood Commercial.

Background

The subject area serves as the parking lot for visitors of the Tanyard Creek Nature Trail. Established prior to zoning code creation, the existing use is considered legal non-conforming, as off-street parking is not permitted within the R-1 District. The subject area is not impacted by the floodplain. Adjacent land use includes the following types: commercial recreation, single-family and two-family residential to the north, commercial recreation to the east, conservation to the south, and conservation and single-family residential to the west. The 2040 Comprehensive Plan recommends open space/golf course at this location. Staff finds the schedule of permitted uses within the C-1 District have the ability to support the future land use recommendation. The C-1 District is designed to be residential adjacent, intended to provide for development of small-scale office, retail and commercial developments serving primarily local needs in a location convenient to the supporting residential area. Neighborhood Commercial bulk and area regulations have been met. The proposed area contains 6.30 acres with width and depth measures exceeding 100 feet.

Public Comment

See below.

Legal Notifications

The applicant sent the required certified mail on September 18, 2024. Staff posted a public hearing notice in the Weekly Vista on September 25, 2024. Staff posted a public hearing sign on site on October 4, 2024.

Recommendation

Staff recommends approval of this rezone request.

Appendix A of Zoning Code: Table of Permitted Uses: "C" states that the use is allowed with a conditional use permit. "P" states that that use is permitted by right. Any of these uses shown in the C-1 column would be allowed by right (P) or conditionally (C). See the chart below for reference.

Residential Uses	R-1	C-1
Duplex		P
Single-Family	P	P
Townhouse		
Civic Uses	R-1	C-1
Administration	C	P
Cemetery	C	C
Clubs	C	P
College	C	C
Convalescent Services	C	P
Cultural Services	C	C
Day Care	P	P
Education	C	P
Emergency		C
Group Care	P	P
Guidance Services		C
Health Care	C	C
Hospital	C	P
Maintenance Facility		
Parks	P	P
Postal Services		P
Public Assembly	C	P
Recreation	C	C
Religious Assembly	C	P
Safety	P	P
Office Uses	R-1	C-1
General		P
Financial		P
Medical		P
Commercial Uses	R-1	C-1
Ag Services		
Auctioneering		
Auto		
Bed & Breakfast	C	P
Business Support		P
Trade School		P
Campground		
Commercial Recreation		P

Commercial Cont.	R-1	C-1
Communications		
Pharmacy		C
Construction		
Consumer		P
Storage		C
Equipment Rental/Repair		
Food Sales		P
Funeral	C	P
Gaming		
Laundry		P
Liquor		P
Lodging		P
Pawnshop		P
Personal Improvement		P
Personal Services		P
Pet Services		P
RV Storage		
Restaurants		P
Retail		P
Surplus		
Taverns		C
Trade Services		
Travel Center		
Vehicle Storage		
Veterinary		C
Parking Uses	R-1	C-1
Off-Street Parking		P
Parking Structure		
Industrial Uses	R-1	C-1
Custom		
Recycling		
Office Warehouse		
Misc. Uses	R-1	C-1
Communications Tower	C	C
Medical Marijuana		C

Sec. 109-40 – Zoning Ordinance Amendments

- a) *Authority.* The city council shall have the authority to enact amendments to the text or map of this chapter in accordance with the provisions of this section. Such action may be initiated by the city council, on the recommendation of the planning commission or on petition from a property owner. Before action is taken in regard to any amendment of the ordinance, the planning commission or its staff, shall review the case and give a recommendation. However, nothing in this section shall be construed to limit the city council's authority to recall the ordinances and resolutions by a vote of the majority of the council.
- b) *Guidelines for decision making.* The city council may consider several recommendations and planning documents when attempting to make a decision on the granting of an amendment. Such guidelines may be derived from recommendations from the planning commission or the planning staff; use of provisions of the any existing, master street plan, land use plan, capital improvements plan, or community facilities plan; as well as any other document created to provide required public facilities necessary to protect the public interest. A disapproval by the city council of an amendment shall be final for one year and the same application may not be reinitiated until the expiration of that deadline.
- c) *Procedure for amendments; property owners.*
 - 1. *Application.* An application giving the legal description of the property involved and both the current and requested zoning classification for the property shall be submitted to the planning commission by the owner or his agent pursuant to the city development calendar. The petition shall also include a statement and diagram explaining why the proposed changes will not conflict with the surrounding land uses. The owner shall submit a complete written legal description of the property with the application.
 - 2. *Public notification and hearing.* The planning commission shall hold a public hearing on the proposed amendment. Public notification for property owner-initiated zoning ordinance amendments shall occur pursuant to subsections [109-45\(d\)\(1\)](#) through (3) before such an application may be reviewed by the planning commission.

Sec. 109-41 – Appeals to City Council

- a) *Notice of appeal.* Any decision by the planning commission regarding a rezoning or conditional use permit may be appealed to the city council. In order to make an appeal, the aggrieved party shall file a notice of appeal with the city clerk within 30 days of the planning commission's final action. The notice of appeal shall be filed on forms and in a format prescribed by the planning commission. As a minimum, however, the applicant shall provide the following information:
 - a. Summary of any reasons provided by the planning commission concerning the decision made in the case;
 - b. Reasons the applicant of the appeal contends that the planning commission erred in its decision;
 - c. Reasons the applicant of the appeal believes that the public health, safety, welfare, and morals would be better served if the planning commission's action were reversed; and
 - d. Any new and pertinent information bearing on the case which may not have been available or have been overlooked by the planning commission or which may have come to light following the meeting at which the planning commission made its decision.
- b) *City council action.* Appeals to the city council shall be de novo (brand new); however, they shall first be considered on the record of the public hearing and planning commission meeting at which the original case was heard and the original decision made. Based on this review, the city council may affirm the planning commission's decision, reverse it, or send the case back to the planning commission for further study and re-certification. If new information is placed before the council that, in the opinion of the council, would affect the planning commission's decision, the council may refer the case back to the planning commission for further study, including the new information, and recertification.



August 16, 2024

RE: 16-70260-003 Nature Trail Lane

Bella Vista Planning Commission and City Council

The Property Owners Association is requesting the rezoning of a portion of a parcel on Nature Trail Lane from R-1 to C-1. Specifically, we would like to rezone the parking lot, plus extra land in case we decide to enlarge the parking lot.

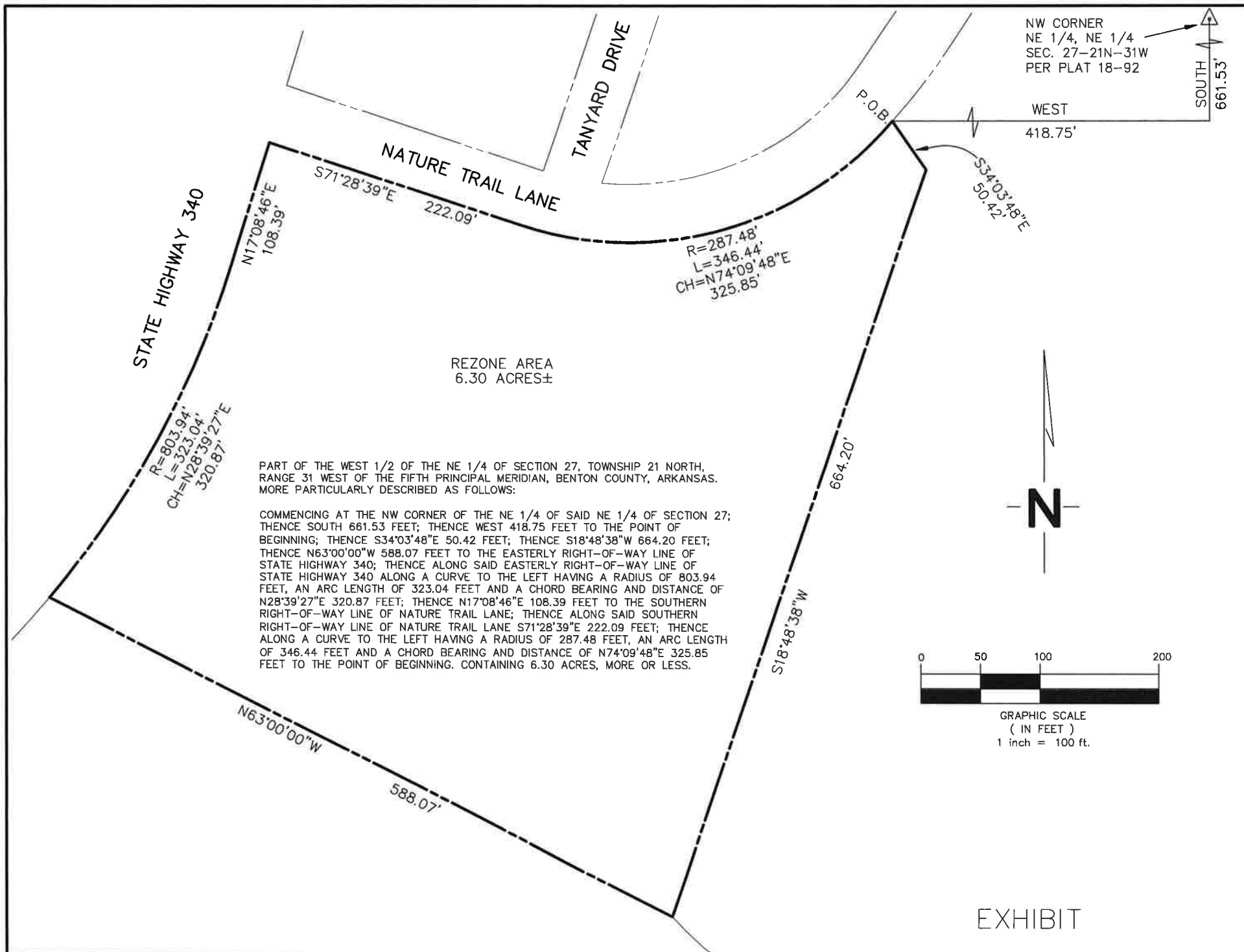
Given the historical and current use of the parcel, C-1 would be a more appropriate zoning. Additionally, it is in the community's best interest that this land is not used for residential purposes (R-1). Aside from the possible expansion of the parking lot, the POA has no additional plans for this area.

Signed,

A handwritten signature in blue ink, appearing to read "Tom Judson".

Tom Judson

Chief Executive Officer



Page 93 of 149

CERTIFICATE OF SURVEYING ACCURACY:

I, JONATHAN B. HAMNER, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE OR VERIFIED BY ME, ALL MONUMENTS REQUIRED ACTUALLY EXIST AND ARE CORRECTLY SHOWN HEREON AND THAT ALL SURVEYING REQUIREMENTS OF THE HOT SPRINGS SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

10-19-17
DATE OF EXECUTION
JONATHAN B. HAMNER
ARKANSAS PROFESSIONAL
SURVEYOR NO. 1524

CERTIFICATE OF OWNER

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN CERTIFY THAT WE SUBDIVIDE BY LOT SPLIT AND DO HEREBY SUBDIVIDE BY LOT SPLIT SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

10-24-17
DATE OF EXECUTION
COOPER COMMUNITIES, INC.
203 N 4TH ST
MOGERS AR 72756-9622

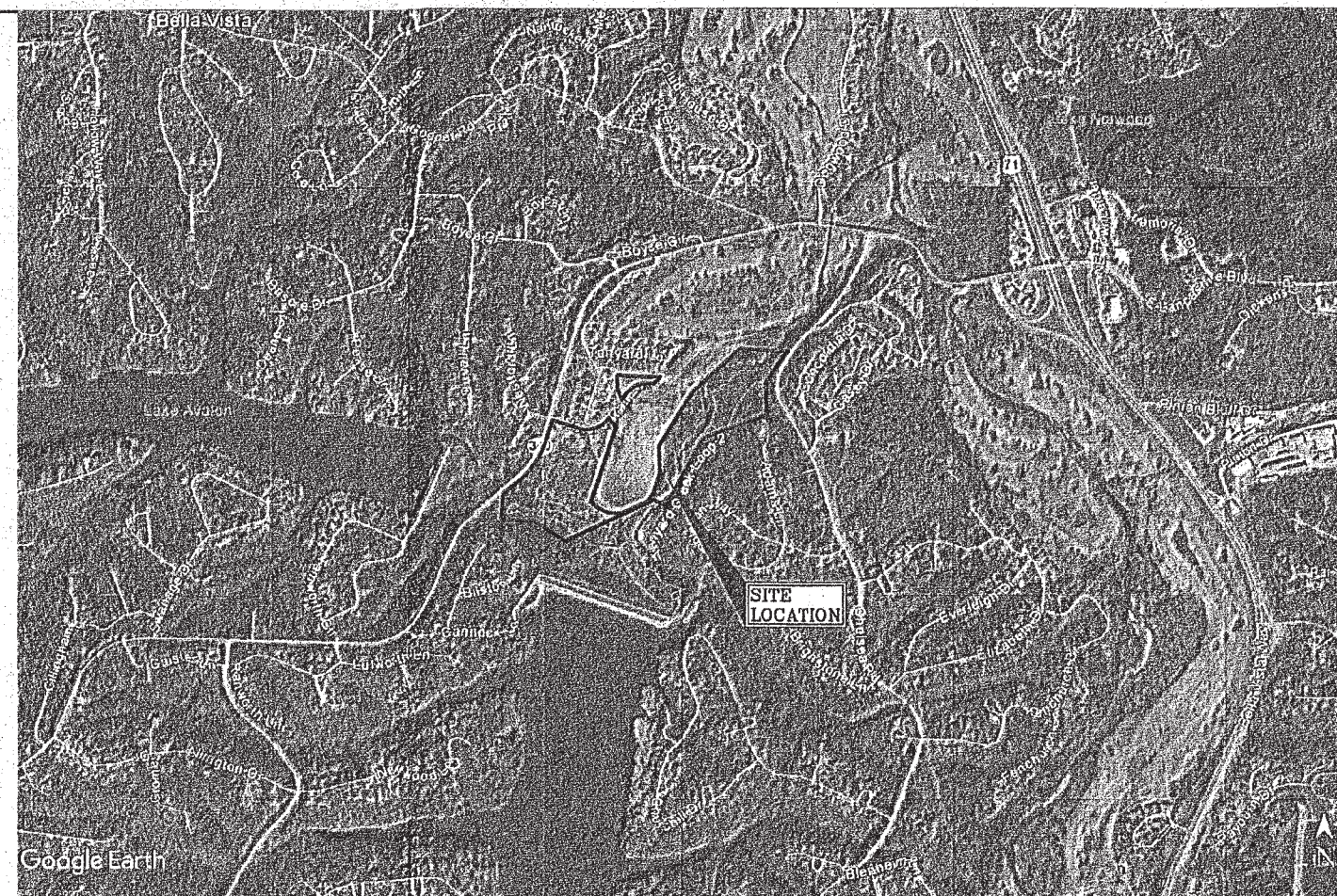
SOURCE OF TITLE D.R. PAGE 359
INSTRUMENT NO. 188

LEGEND

- COMPUTED POSITION
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR W/CAP PS 1524
- PROPERTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- APPROXIMATE "40" LINE
- EASEMENT
- APPROXIMATE FLOOD ZONE A (SEE NOTE 4)
- ROAD DEDICATION
- 50' CROSS ACCESS EASEMENT

TRACT DESCRIPTION

A PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 27, TOWNSHIP 21 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27, THENCE NORTH 0°00'00" EAST, 13.11 FEET; THENCE NORTH 90°00'00" WEST, 288.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°04'15" WEST, 76.18 FEET; THENCE SOUTH 31°59'53" WEST, 247.47 FEET; THENCE SOUTH 0°55'43" EAST, 275.02 FEET; THENCE SOUTH 70°13'11" WEST, 573.68 FEET; THENCE SOUTH 29°01'50" WEST, 662.69 FEET; THENCE NORTH 61°23'03" WEST, 114.36 FEET; THENCE SOUTH 65°08'35" WEST, 828.82 FEET; THENCE NORTH 57°36'31" WEST, 315.62 FEET; THENCE NORTH 87°59'48" WEST, 273.82 FEET; THENCE NORTH 2°50'58" EAST, 224.13 FEET TO THE EASTERLY RIGHT-OF-WAY OF WEST LANCASTIRE BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 3 COURSES: 1) THENCE NORTH 52°05'08" EAST, 129.24 FEET; 2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 803.94 FEET, AN ARC LENGTH OF 490.25 FEET, A CHORD WHICH BEARS NORTH 34°36'57" EAST, FOR A DISTANCE OF 482.89 FEET; 3) THENCE NORTH 17°08'46" EAST, 108.39 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NATURE TRAIL LANE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES: 1) THENCE SOUTH 71°27'00" EAST, 222.09 FEET; 2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 287.49 FEET, AN ARC LENGTH OF 65.99 FEET, A CHORD WHICH BEARS SOUTH 78°02'33" EAST, FOR A DISTANCE OF 65.85 FEET; THENCE NORTH 52°25'53" EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY, 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID NATURE TRAIL LANE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 4 COURSES: THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 237.48 FEET, AN ARC LENGTH OF 246.31 FEET, A CHORD WHICH BEARS NORTH 65°40'09" EAST, FOR A DISTANCE OF 235.42 FEET; 2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 412.36 FEET, AN ARC LENGTH OF 90.08 FEET, A CHORD WHICH BEARS NORTH 36°55'46" EAST, FOR A DISTANCE OF 89.90 FEET; 3) THENCE NORTH 31°42'01" EAST, 88.56 FEET; 4) THENCE NORTH 34°06'29" EAST, 12.57 FEET; THENCE NORTH 21°48'18" WEST LEAVING SAID RIGHT-OF-WAY, 114.55 FEET; THENCE NORTH 1°19'51" EAST, 102.89 FEET; THENCE SOUTH 87°15'07" EAST, 334.73 FEET; THENCE SOUTH 87°15'08" EAST, 29.35 FEET; THENCE SOUTH 44°21'03" WEST, 135.47 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NATURE TRAIL LANE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 4 COURSES: 1) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 179.56 FEET, A CHORD WHICH BEARS SOUTH 64°19'39" WEST, FOR A DISTANCE OF 171.33 FEET; 2) THENCE SOUTH 34°06'25" WEST, 70.34 FEET; 3) THENCE SOUTH 31°42'01" WEST, 87.42 FEET; 4) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 589.24 FEET, AN ARC LENGTH OF 111.82 FEET, A CHORD WHICH BEARS SOUTH 36°57'16" WEST, FOR A DISTANCE OF 111.65 FEET; THENCE SOUTH 34°04'46" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY, 50.81 FEET; THENCE SOUTH 18°47'52" WEST, 864.22 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, AN ARC LENGTH OF 284.50 FEET, A CHORD WHICH BEARS SOUTH 69°56'05" EAST, FOR A DISTANCE OF 273.23 FEET; THENCE NORTH 65°21'25" EAST, 249.93 FEET; THENCE NORTH 33°45'39" EAST, 85.15 FEET; THENCE NORTH 19°02'50" EAST, 169.10 FEET; THENCE NORTH 14°32'08" WEST, 237.66 FEET; THENCE NORTH 31°53'40" EAST, 547.50 FEET; THENCE NORTH 48°38'37" EAST, 538.95 FEET; THENCE SOUTH 87°25'29" EAST, 22.52 FEET; THENCE SOUTH 86°37'43" EAST, 381.28 FEET TO THE POINT OF BEGINNING, CONTAINING 27.91 ACRES, MORE OR LESS.



VICINITY MAP (NOT TO SCALE)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N31° 42' 01"E	88.56'
L2	N34° 06' 29"E	12.57'
L3	S34° 06' 25"W	70.34'
L4	S31° 42' 01"W	87.42'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	412.36'	90.08'	N36° 55' 46"E	89.90'
C2	170.00'	179.56'	S64° 19' 35"W	171.33'
C3	589.24'	111.82'	S36° 57' 16"W	111.65'
C4	237.48'	54.50'	S78° 02' 33"E	54.38'
C5	287.49'	65.99'	S78° 02' 33"E	65.85'
C6	237.48'	246.31'	N65° 40' 09"E	235.42'

GENERAL SURVEYOR'S NOTES

- THIS PLAT REPRESENTS A BOUNDARY SURVEY OF THE CERTAIN PROPERTY AS OWNED BY COOPER COMMUNITIES, INC. KNOWN AS BENTON COUNTY PARCEL ID NUMBER 16-70260-000, KNOWN AS COOPER COMMUNITIES, INC. PARCEL 162.
- THE FOLLOWING DOCUMENTS WERE USED IN THE CONSTRUCTION OF THIS PLAT:
 - RECORD PLAT OF DRIVING RANGE SUBDIVISION, LOT 1, BLOCK 1, BY THOMAS F. COSTELLO, PS 1286, DATED JULY 9, 2015, RECORDED IN BOOK 2015, PAGE 488, OF THE RECORDS OF THE BENTON COUNTY CIRCUIT CLERK.
 - RECORD PLAT OF TANYARD CREEK COURTS, BLOCK 2, LOTS 11, 13-15, BY MAURICE ROGERS, PS 352, DATED AUGUST 2, 1994, RECORDED IN PLAT BOOK 28, PAGE 287, OF THE RECORDS OF THE BENTON COUNTY CIRCUIT CLERK.
 - RECORD PLAT OF TANYARD CREEK COURTS, BLOCK 3, LOTS 10, 12, 14, BY MAURICE ROGERS, PS 352, DATED APRIL 24, 1995, RECORDED IN PLAT BOOK 28, PAGE 108, OF THE RECORDS OF THE BENTON COUNTY CIRCUIT CLERK.
 - RECORD PLAT OF TANYARD CREEK COURTS, BLOCK 3, LOT 6, BY MAURICE ROGERS, PS 352, DATED SEPTEMBER 15, 1995, RECORDED IN PLAT BOOK 29, PAGE 131, OF THE RECORDS OF THE BENTON COUNTY CIRCUIT CLERK.
 - RECORD PLAT OF TANYARD DRIVE, FROM HIGHWAY 340 TO ACCESS TO TANYARD RECREATION AREA, BY MAURICE ROGERS, PS 352, DATED SEPTEMBER 6, 1994, RECORDED IN PLAT BOOK 27, PAGE 38, OF THE RECORDS OF THE BENTON COUNTY CIRCUIT CLERK.
 - RECORD PLAT OF STAFFORD SUBDIVISION, BLOCK 7, BY MAURICE ROGERS, PS 352, DATED FEBRUARY 3, 1995, RECORDED IN PLAT BOOK 27, PAGE 272, OF THE RECORDS OF THE BENTON COUNTY CIRCUIT CLERK.
 - RECORD PLAT OF WIMBLEDON SUBDIVISION, BLOCKS 1 AND 2, BY JAMES F. GORE, PS 93, DATED SEPTEMBER 9, 1971, RECORDED IN PLAT BOOK M, PAGE 151, OF THE RECORDS OF THE BENTON COUNTY CIRCUIT CLERK.
 - ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP AND PLAN AND PROFILE FOR HIGHWAY 340, JOB NO. 9-522.
- BEARINGS ARE BASED ON THE PLAT REFERENCED IN NOTE 2A.
- A PORTION OF THIS PROPERTY LIES IN FLOOD ZONE A PER FLOOD INSURANCE RATE MAP PANEL NUMBER 05007C0060J REWSED SEPTEMBER 28, 2007. APPROXIMATE FLOOD ZONE SHOWN, BASED ON GRAPHICAL AND MAP SCALING.
- UTILITY LOCATIONS ARE BASED ON ABOVE GROUND STRUCTURES ONLY.
- NO INDEPENDENT RESEARCH WAS PERFORMED FOR EASEMENTS OR OTHER MATTERS OF FACT OR RECORD WHICH MAY BE REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH.
- ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS A PART OF THIS SURVEY.
- THIS PROPERTY IS LOCATED WITHIN THE CITY BELLA VISTA, ARKANSAS AND IS SUBJECT TO THE RESTRICTIONS FOR ZONING. THE FOLLOWING SETBACKS APPLY:

PARCEL ID NO. 16-43419-000 (R-1 RESIDENTIAL SINGLE-FAMILY DISTRICT)

 - MINIMUM FRONT SETBACK FROM ALL PROPERTY LINES SHALL BE TWENTY FEET (20'), UNLESS OTHERWISE STATED ON THE SUBDIVISION PLAT.
 - A MINIMUM SIDE SETBACK OF FIFTEEN FEET (15') SHALL BE ESTABLISHED PARALLEL TO ALL STREET RIGHT-OF-WAY LINES.
 - A MINIMUM SIDE SETBACK OF TEN FEET (10') SHALL BE ESTABLISHED PARALLEL TO SIDE PROPERTY LINES, UNLESS OTHERWISE STATED ON THE SUBDIVISION PLAT.
 - A MINIMUM REAR SETBACK OF FIFTEEN FEET (15') SHALL BE ESTABLISHED PARALLEL TO REAR PROPERTY LINES, UNLESS OTHERWISE STATED ON THE SUBDIVISION PLAT.
 - ALONG BODIES OF WATER, LOTS OR PARCELS WITH ACCESS TO BODIES OF WATER SHALL HAVE AT LEAST TWENTY-FIVE FOOT (25') SETBACK FROM THE WATER'S EDGE IN WHICH NO PRIMARY OR ACCESSORY STRUCTURES MAY BE BUILT, EXCEPT AS PROVIDED IN SECTION 109-185.
- RIGHT-OF-WAY OF HIGHWAY 340 IS BASED PLAT REFERENCED IN NOTE 2H.

NOTES CONSTITUTING A PART OF THIS PLAT AND TO BE READ IN CONNECTION WITH THE PLAT AND ALL PROPERTY REFLECTED THEREON

COOPER COMMUNITIES, INC. HEREINAFTER REFERRED TO AS "DEVELOPER", (FORMERLY NAMED COOPER ACQUISITION CORPORATION AND SUCCESSOR IN INTEREST TO THE PREDECESSOR COOPER COMMUNITIES, INC., AND JOHN A. COOPER COMPANY BY REASON OF MERGERS, THE SAID JOHN A. COOPER COMPANY FORMERLY BEING NAMED CHEROKEE VILLAGE DEVELOPMENT COMPANY, INC.) JOINED BY COOPER, INC., THE OWNER OF ALL REAL ESTATE REFLECTED BY THIS PLAT, AND THE PLAT IS FILED FOR RECORD SUBJECT TO THE FOLLOWING PROVISIONS:

- AT 10:00 O'CLOCK A.M. ON THE 18TH DAY OF MAY, 1965, THE DEVELOPER, JOINED BY BELLA VISTA COUNTRY CLUB (NOW BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.) A NON-PROFIT CORPORATION FILED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER IN AND FOR BENTON COUNTY, ARKANSAS, A DECLARATION WHICH DECLARATION IS THERE RECORDED IN BOOK 373, PAGE 08 ET SEQ.
- THIS PLAT IS FILED CONTEMPORANEOUSLY WITH THE FILING OF THE SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, EXECUTED BY THE DEVELOPER WHICH HAS THE EFFECTS OF BRINGING THE LANDS REFLECTED UPON THE PLAT WITHIN THE PROVISIONS OF THE DECLARATION AFORESAID FILED FOR RECORD ON MAY 18, 1965, AFORESAID, AND LIKEWISE THE DECLARATION FILED FOR RECORD ON MAY 18, 1965 AFORESAID, IN ITS ENTIRETY IS BY REFERENCE MADE A PART OF THIS PLAT; THE PROVISIONS OF THE DECLARATION AFORESAID SHALL CONTROL AS TO THE PLAT EXCEPT ONLY AS TO THE PROVISIONS HEREON CONTAINED.
- ALL ROADS AND STREETS REFLECTED UPON THE PLAT ARE DEDICATED TO THE CITY OF BELLA VISTA, ARKANSAS.
- UNLESS SHOWN OTHERWISE ON THE PLAT, ALL LOTS HAVE A SEVEN AND ONE-HALF FOOT UTILITY AND DRAINAGE EASEMENT (RESERVED BY THE DEVELOPER) ON THE INTERIOR OF ALL LOT LINES, SUCH EASEMENTS TO BE PARALLEL WITH THE CORRESPONDING LOT LINE.
- ALL LANDS REFLECTED SHALL BE DESIGNATED COMMON PROPERTY AS DEFINED IN THE AFORESAID DECLARATION.
- UTILITY AND DRAINAGE EASEMENTS ARE RESERVED BY THE DEVELOPER UPON ALL PROPERTY COVERED BY THE PLAT PURSUANT TO ARTICLE IV OF THE DECLARATION AFORESAID AND SPECIFICALLY DESIGNATED ON THE PLAT.
- SETBACK LINES AS PRESCRIBED BY THE ARCHITECTURAL CONTROL COMMITTEE AND THE CITY OF BELLA VISTA SHALL CONTROL AS TO CONSTRUCTION OF ANY STRUCTURES UPON THE PROPERTY REFLECTED THEREON, SUBJECT, HOWEVER, TO THE PROVISIONS OF THE DECLARATION AFORESAID.
- DEVELOPER, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVE A PERPETUAL BLANKET EASEMENT, PRIVILEGE AND RIGHT IN, UPON, OVER AND ACROSS THE COMMON PROPERTIES REFLECTED HEREON, IF ANY, FOR PURPOSE OF CONSTRUCTING AND MAINTAINING SUCH ROADS, STREETS OR HIGHWAYS AS IT SHALL DETERMINE TO BE NECESSARY OR DESIRABLE IN ITS SOLE DISCRETION, INCLUDING SUCH CUTS, GRADING, LEVELING, FILLING, DRAINING, PAVING, BRIDGES, CULVERTS, RAMPS, AND ANY OR ALL OTHER ACTIONS OR INSTALLATIONS WHICH IT DEEMS NECESSARY OR DESIRABLE FOR SUCH ROADS, STREETS OR HIGHWAYS TO BE SUFFICIENT FOR ALL PURPOSES OF TRANSPORTATION AND TRAVEL. THE WIDTH AND LOCATIONS OF THE RIGHT OF WAY FOR SUCH ROADS, STREETS OR HIGHWAYS SHALL BE WITHIN THE SOLE DISCRETION OF DEVELOPER, ITS SUCCESSORS AND ASSIGNS, PROVIDED, HOWEVER, THAT DEVELOPER, ITS SUCCESSORS AND ASSIGNS, WILL USE ITS BEST EFFORTS CONSISTENT WITH ITS PURPOSE TO LESSEN ANY DAMAGE OR INCONVENIENCE TO IMPROVEMENTS WHICH HAVE THEREFORE BEEN LOCATED UPON THE PROPERTY. DEVELOPER, ITS SUCCESSORS AND ASSIGNS FURTHER RESERVE THE UNRESTRICTED AND SOLE RIGHT AND POWER OF DESIGNATING SUCH ROADS, STREETS OR HIGHWAYS AS PUBLIC OR PRIVATE AND OF ALIENATING AND RELEASING THE PRIVILEGES, EASEMENTS AND RIGHTS RESERVED HEREIN.

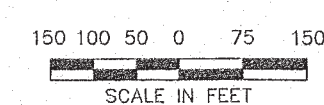
NATURE TRAIL LANE ROAD DEDICATION

A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 27, TOWNSHIP 21 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27, THENCE NORTH 0°00'00" EAST, 13.11 FEET; THENCE NORTH 90°00'00" WEST, 288.46 FEET; THENCE NORTH 86°37'43" WEST, 381.28 FEET; THENCE NORTH 87°25'29" WEST, 22.52 FEET; THENCE NORTH 87°19'01" WEST, 435.81 FEET; THENCE SOUTH 44°21'03" WEST, 358.28 FEET; THENCE NORTH 87°15'08" WEST, 29.35 FEET; THENCE NORTH 87°15'07" WEST, 334.73 FEET; THENCE SOUTH 1°19'51" WEST, 102.89 FEET; THENCE SOUTH 21°48'18" EAST, 114.55 FEET TO THE NORTHERLY RIGHT-OF-WAY OF NATURE TRAIL LANE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 4 COURSES: 1) THENCE SOUTH 34°06'29" WEST, 12.57 FEET; 2) THENCE SOUTH 31°42'01" WEST, 88.56 FEET; 3) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 412.36 FEET, AN ARC LENGTH OF 90.08 FEET, A CHORD WHICH BEARS SOUTH 36°55'46" WEST, FOR A DISTANCE OF 89.90 FEET; 4) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 237.48 FEET, AN ARC LENGTH OF 246.31 FEET, A CHORD WHICH BEARS SOUTH 65°40'09" WEST, FOR A DISTANCE OF 235.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52°25'53" WEST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF NATURE TRAIL LANE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES: 1) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 287.49 FEET, AN ARC LENGTH OF 65.99 FEET, A CHORD WHICH BEARS SOUTH 78°02'33" WEST, FOR A DISTANCE OF 65.85 FEET; 2) THENCE NORTH 71°27'00" EAST, 222.09 FEET; THENCE NORTH 17°08'46" EAST LEAVING SAID SOUTHERLY RIGHT-OF-WAY, 50.02 FEET TO THE NORTHERLY RIGHT-OF-WAY OF NATURE TRAIL LANE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES: 1) THENCE SOUTH 71°27'00" EAST, 223.31 FEET; 2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 237.48 FEET, AN ARC LENGTH OF 54.50 FEET, A CHORD WHICH BEARS SOUTH 78°02'33" EAST, FOR A DISTANCE OF 54.38 FEET TO THE POINT OF BEGINNING, CONTAINING 0.32 ACRES, MORE OR LESS.

DATED THIS 24th DAY OF October 2017.

COOPER COMMUNITIES, INC., DEVELOPER

BY: *[Signature]*
SEAL: PRESIDENT
BELLA VISTA PROPERTY OWNERS ASSOCIATION, INC.
BY: *[Signature]*
PRESIDENT



STATE SURVEYOR'S FILING CODE: 500-21N-31W-0-27-104-04-1524

REV. #	REV. DATE	BY	REVISIONS
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ENGINEERING, INC.

928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2386
(FAX) 501-767-6859
(EMAIL) info@bfnfeng.com

BOUNDARY SURVEY (PARCEL 162)
A PART OF THE N 1/2 OF THE NE 1/4, AND A PART OF THE SW 1/4 NE 1/4, SEC 27, T21N, R31W
COOPER COMMUNITIES, INC.

Design	BY	DATE
Drawn	AJA	10/17
Checked	JBH	10/17
Survey	AJA	8/17
Fid.Bk. #	2784	
Rev. #	0	

B&F PROJ. 7-3021-4001
FILE NAME: 162
ISSUE DATE: 10/19/17

SCALE
1"=150'

Megan Workman

From: Megan Workman
Sent: Tuesday, October 8, 2024 12:49 PM
To: Megan Workman
Subject: FW: comment on hearing /tanyard creek rezoning

From: janis <janis.siemers@gmail.com>
Sent: Tuesday, October 8, 2024 11:15 AM
To: Planning Division <planning@bellavistaar.gov>
Subject: comment on hearing /tanyard creek rezoning

[WARNING: External Email] Do not click links or open attachments unless you trust the sender.

Greetings,

please accept my comment on the
October meeting 14th about Tanyard creek rezoning:

The tragedy of the commons is an economic theory that describes the overuse and destruction of a shared resource due to individuals acting in their own self-interest.

The theory is based on the idea that individuals will exploit a resource to maximize their own benefit without considering the long-term consequences for everyone involved

please if rezoned to C-1 consider the benefits to the local people of Bella vista especially the surrounding neighborhood.

possibly could you write in special conditions or limits to make sure the neighborhood is protected from later misuse of the zoning?

more traffic from outside that area would reduce the beauty of the nature park. and cause the tragedy of the commons.

i know that many of the local residents in our neighborhood do NOT walk the nature park anymore due to high traffic and too many dogs there. These are the people who pay \$40/month for these amenities.

(its difficult to provide comments when we do not even know what the intentions are.)

thank you for listening to our comments.

Megan Workman

From: Justin Madison <justin@justinternet.com>
Sent: Wednesday, October 9, 2024 2:51 PM
To: Megan Workman
Cc: Julie Madison; Planning Division
Subject: Re: Zone change from R1 to C1

[WARNING: External Email] Do not click links or open attachments unless you trust the sender.

Hello Megan,

We are the owners of 2 Tanyard lane. We received notice of a meeting Oct 14 concerning rezoning an area of land behind our home to C1 from R1. (Parcel 16-70260-003) We are NOT in favor of this being passed. Our current R1 zoning protects and enhances our property values, protects open space, guarantees adequate air, light, and privacy to our home, and most importantly will maintain the appearance and quality of life in the future. Thank you for your sincere consideration.

Justin and Julie Madison

From: julie justinternet.com <julie@justinternet.com>
Date: Thursday, September 7, 2023 at 4:12 PM
To: Megan Workman <mworkman@bellavistaar.gov>
Cc: justin justinternet.com <justin@justinternet.com>
Subject: Re: Zone change from R1 to C1

Thank you.

Get [Outlook for Android](#)

From: Megan Workman <mworkman@bellavistaar.gov>
Sent: Thursday, September 7, 2023 12:27:35 PM
To: julie justinternet.com <julie@justinternet.com>
Cc: justin justinternet.com <justin@justinternet.com>
Subject: RE: Zone change from R1 to C1

Good afternoon,

I have received your public comment; a copy will be included in the staff report published on Friday, September 8, 2023.

Megan Workman

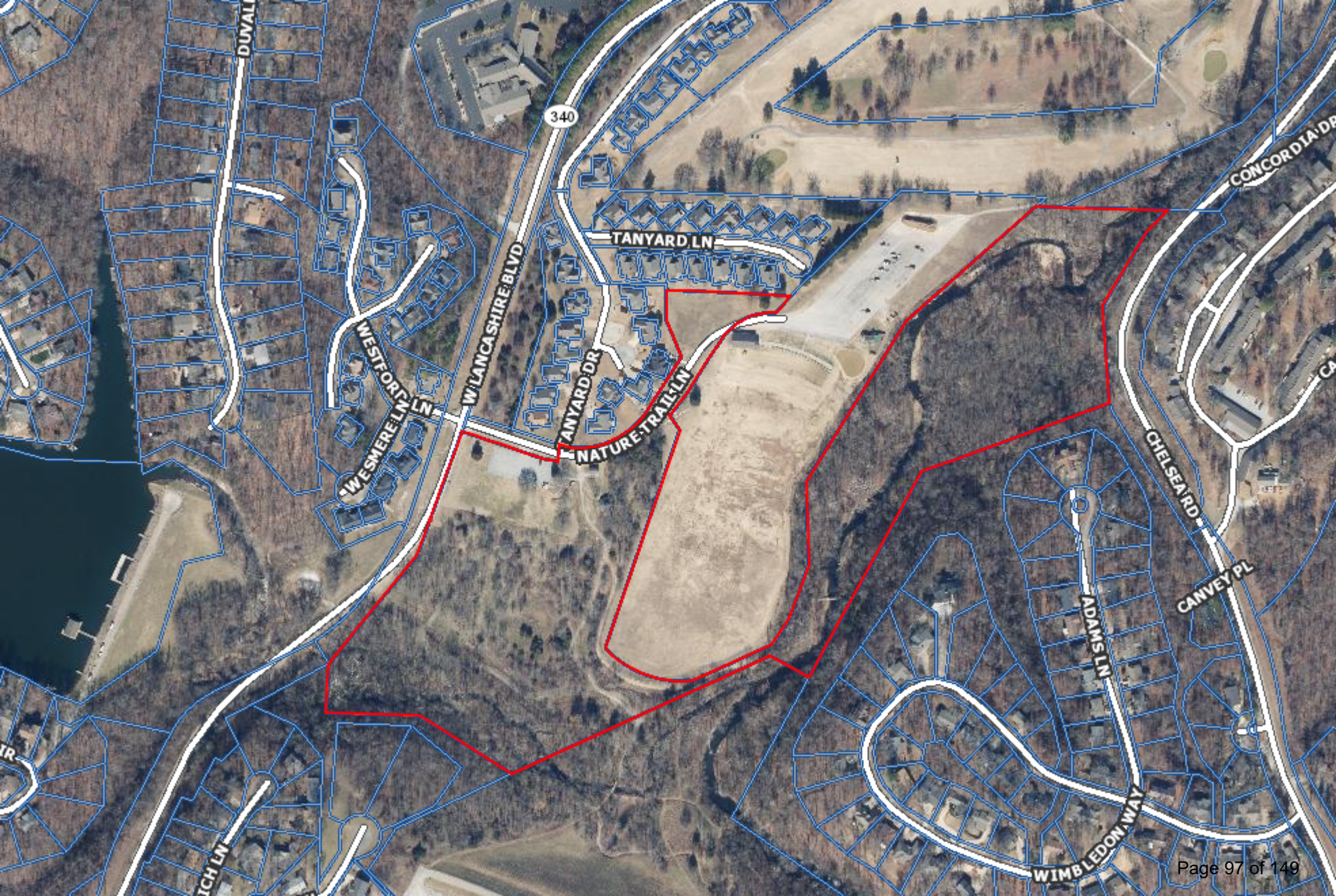
Planner, City of Bella Vista

(479) 268-4980 Ext. 609

[Appointment Booking](#)

Community Development Services

616 W. Lancashire Blvd, Bella Vista, AR





MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	Taylor Robertson, Planning and Development Director	ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55729 (COUNTY PARCEL NO. 16-03465-000) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT Staff requests third and final reading

AGENDA ITEM # IX.I

ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55729 (COUNTY PARCEL NO. 16-03465-000) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT **Staff requests third and final reading**

BACKGROUND

Staff and the Planning Commission are recommending to rezone the parking lot near 2 Kingsdale Lane from R-1 to C-1. The surrounding uses include commercial recreation, retail, restaurant, and off-street parking (all commercial uses). Surrounding zones include C-1 to the east and west and R-1 to the north and south (although the use on the R-1 is commercial recreation). See attached staff report for further analysis and supporting documentation for the recommendation.

RECOMMENDATION

Staff is recommending approval.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ord RZN 55729
2. ORD. EXHIBIT A 55729
3. Staff Report RZN 55729 2 Kingsdale Ln

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO
REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-
55729 (COUNTY PARCEL NO. 16-03465-000) FROM R-1, RESIDENTIAL
SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD
COMMERCIAL DISTRICT**

WHEREAS, a rezoning petition was properly filed and considered by the Bella Vista Planning Commission according to the requirements of law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that said petition be granted and that the property described therein be rezoned from R-1, Residential Single-Family District to C-1, Neighborhood Commercial District; and

WHEREAS, the City Council is of the opinion that said parcel should be rezoned as provided herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF BELLA VISTA, ARKANSAS:**

SECTION 1: The Bella Vista Zoning Ordinance and Map are hereby amended to rezone property described in rezoning petition No. 2024-55729 (County Parcel No. 16-03465-000) from R-1, Residential Single-Family District to C-1, Neighborhood Commercial District.

SECTION 2: The legal description of the parcel is attached to this Ordinance as Exhibit “A” and incorporated herein as if set out word-for-word.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

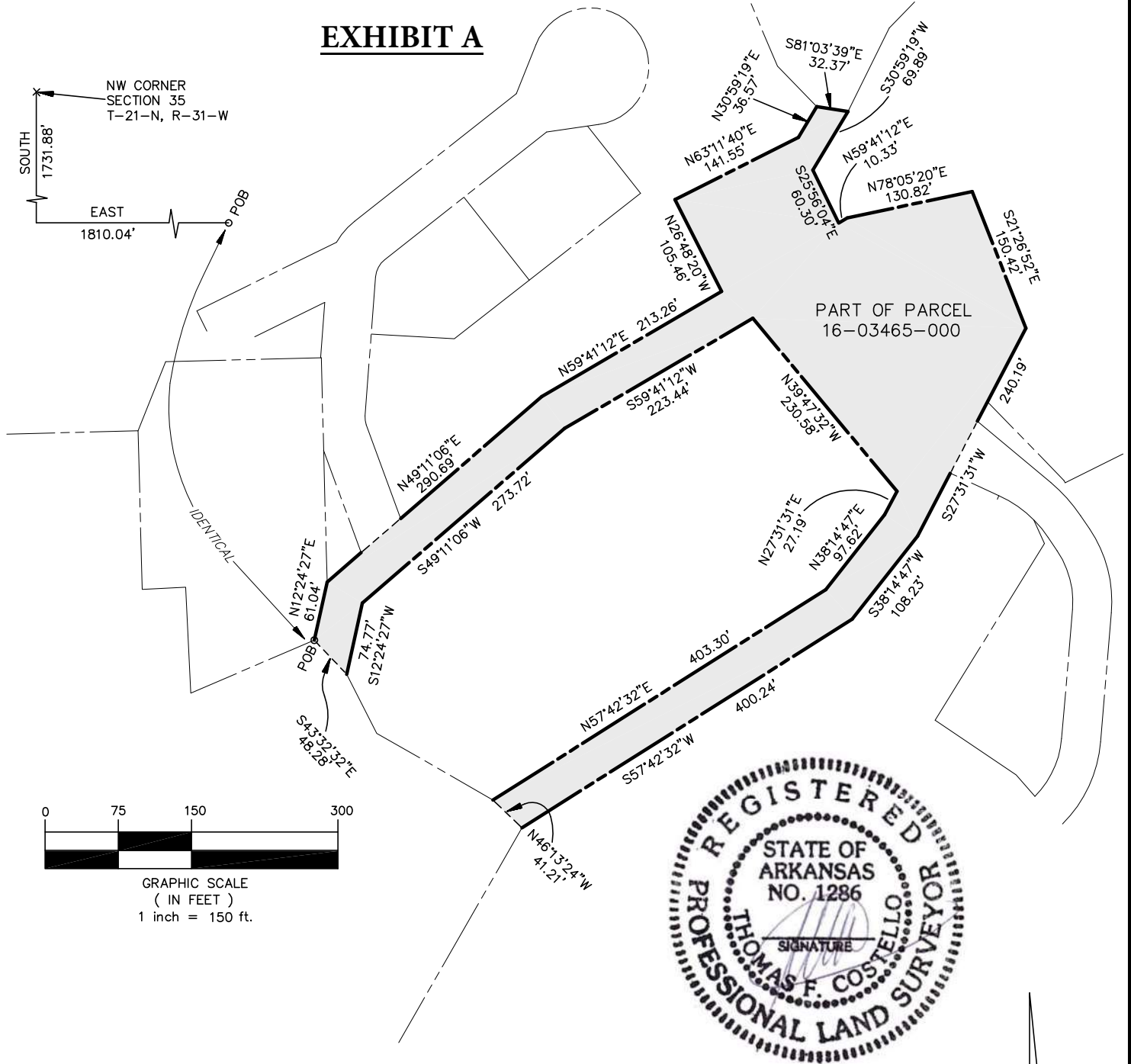
Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor; Planning Commission
Prepared by Jason Kelley, Staff Attorney

EXHIBIT A



PART OF THE NW 1/4 OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NW CORNER OF SAID SECTION 35; THENCE SOUTH 1731.88 FEET; THENCE EAST 1810.04 FEET TO THE POINT OF BEGINNING; THENCE N12°24'27\"E 61.04 FEET; THENCE N49°11'06\"E 290.69 FEET; THENCE N59°41'12\"E 213.26 FEET; THENCE N26°48'20\"W 105.46 FEET; THENCE N63°11'40\"E 141.55 FEET; THENCE N30°59'19\"E 36.57 FEET; THENCE S81°03'39\"E 32.37 FEET; THENCE S30°59'19\"W 69.89 FEET; THENCE S25°56'04\"E 60.30 FEET; THENCE N59°41'12\"E 10.33 FEET; THENCE N78°05'20\"E 130.82 FEET; THENCE S21°26'52\"E 150.42 FEET; THENCE S27°31'31\"W 240.19 FEET; THENCE S38°14'47\"W 108.23 FEET; THENCE S57°42'32\"W 400.24 FEET; THENCE N46°13'24\"W 41.21 FEET; THENCE N57°42'32\"E 403.30 FEET; THENCE N38°14'47\"E 97.62 FEET; THENCE N27°31'31\"E 27.19 FEET; THENCE N39°47'32\"W 230.58 FEET; THENCE S59°41'12\"W 223.44 FEET; THENCE S49°11'06\"W 273.72 FEET; THENCE S12°24'27\"W 74.77 FEET; THENCE N43°32'32\"W 48.28 FEET TO THE POINT OF BEGINNING. CONTAINING 2.65 ACRES, MORE OR LESS.

09/19/2024



Meeting Information:

2483 Forest Hills Blvd
October 14, 2024

Reviewer:

Christopher Hyatt
Senior Planner

Property Description

This property is located just West of 71 and is located on Parcel #16-03465-000 along Kingsdale Lane.

Request

Per Sec. 109-40(c), the applicant is requesting to rezone their property from R-1 Single-family Residential to C-1 Neighborhood Commercial to consolidate the existing land uses surrounding this parcel.

Background

Per the most recently adopted Zoning Map, this parcel is zoned as R-1 Single-Family Residential. However, it has been a parking lot providing a land use that is not residential in nature prior to the establishment of Bella Vista's zoning ordinance.

The parcel is currently surrounded by the following zoning districts: R-1, Single-Family Residential to the North and South, however it should be noted that the property to the North surrounds an R-3, Multi-family Residential district and the property to the South is part of the Kingsdale golf course. C-1, Neighborhood Commercial is located to the East and West. Surrounding land uses include: commercial recreation, recreation center, retail, restaurant, and off-street parking. By right, off-street parking is only allowed in commercial and industrial districts. Rezoning this parcel to C-1 will bring the rest of the portion of Parcel 16-03465-000 into compliance with off street parking regulations and use type, while also consolidating the area to match the zoning for the rest of the parking lot that is situated across a different parcel.

Public Comment

None at the time of this report.

Legal Notifications

The applicant sent the required certified mail on 9/23/24. Staff posted a public hearing notice in the Democrat Gazette on 9/29/24. Staff posted a public hearing sign on site on 10/4/24.

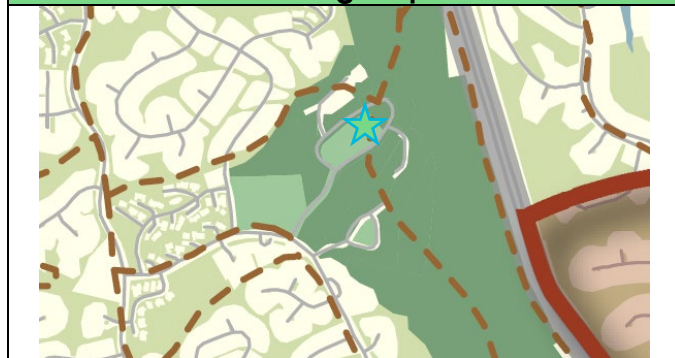
Recommendation

Based on the analysis above, staff recommends approval of this rezone request.

Project Number	RZN-2024-55729
Applicant	Bella Vista POA
Address/Location	2 Kingsdale Lane
Current Zoning	R-1, Single-Family Residential
Site Area	2.65 acres
Nature of Request	Requesting to Rezone the parcel from R-1 to C-1



Zoning Map



Future Land Use

Appendix A of Zoning Code: Table of Permitted Uses: "C" states that the use is allowed with a conditional use permit. "P" states that that use is permitted by right. Any of these uses shown in the C-1 column would be allowed by right (P) or conditionally (C). See the chart below for reference.

Residential Uses	R-1	C-1
Duplex		P
Single-Family	P	P
Townhouse		
Civic Uses	R-1	C-1
Administration	C	P
Cemetery	C	C
Clubs	C	C
College	C	C
Convalescent Services	C	P
Cultural Services	C	C
Day Care	P	P
Education	C	P
Emergency		C
Group Care	P	P
Guidance Services		C
Health Care	C	C
Hospital	C	P
Maintenance Facility		
Parks	P	P
Postal Services		P
Public Assembly	C	P
Recreation	C	C
Religious	C	P
Safety	C	P
Office Uses	R-1	C-1
General		P
Financial		P
Medical		P
Commercial Uses	R-1	C-1
Ag Services		
Auctioneering		
Auto		
Bed & Breakfast	C	P
Business Support		P
Trade School		P
Campground		
Commercial Recreation		P

Commercial Cont.	R-1	C-1
Communications		
Pharmacy		C
Construction		P
Consumer		P
Storage		C
Equipment Rental/Repair		
Food Sales		P
Funeral	C	P
Gaming		
Laundry		P
Liquor		P
Lodging		P
Pawnshop		P
Personal Improvement		P
Personal Services		P
Pet Services		P
RV Storage		
Restaurants		P
Retail		P
Surplus		
Taverns		C
Trade Services		
Travel Center		
Vehicle Storage		
Veterinary		C
Parking Uses	R-1	C-1
Off-Street Parking		P
Parking Structure		P
Industrial Uses	R-1	C-1
Custom		
Recycling		
Office Warehouse		
Misc. Uses	R-1	C-1
Communications Tower	C	C
Medical Marijuana		C

Sec. 109-40 – Zoning Ordinance Amendments

- a) *Authority.* The city council shall have the authority to enact amendments to the text or map of this chapter in accordance with the provisions of this section. Such action may be initiated by the city council, on the recommendation of the planning commission or on petition from a property owner. Before action is taken in regard to any amendment of the ordinance, the planning commission or its staff, shall review the case and give a recommendation. However, nothing in this section shall be construed to limit the city council's authority to recall the ordinances and resolutions by a vote of the majority of the council.
- b) *Guidelines for decision making.* The city council may consider several recommendations and planning documents when attempting to make a decision on the granting of an amendment. Such guidelines may be derived from recommendations from the planning commission or the planning staff; use of provisions of the any existing, master street plan, land use plan, capital improvements plan, or community facilities plan; as well as any other document created to provide required public facilities necessary to protect the public interest. A disapproval by the city council of an amendment shall be final for one year and the same application may not be reinitiated until the expiration of that deadline.
- c) *Procedure for amendments; property owners.*
 - 1. *Application.* An application giving the legal description of the property involved and both the current and requested zoning classification for the property shall be submitted to the planning commission by the owner or his agent pursuant to the city development calendar. The petition shall also include a statement and diagram explaining why the proposed changes will not conflict with the surrounding land uses. The owner shall submit a complete written legal description of the property with the application.
 - 2. *Public notification and hearing.* The planning commission shall hold a public hearing on the proposed amendment. Public notification for property owner-initiated zoning ordinance amendments shall occur pursuant to subsections [109-45\(d\)\(1\)](#) through (3) before such an application may be reviewed by the planning commission.

Sec. 109-42 – Appeals to City Council

- a) *Notice of appeal.* Any decision by the planning commission regarding a rezoning or conditional use permit may be appealed to the city council. In order to make an appeal, the aggrieved party shall file a notice of appeal with the city clerk within 30 days of the planning commission's final action. The notice of appeal shall be filed on forms and in a format prescribed by the planning commission. As a minimum, however, the applicant shall provide the following information:
 - a. Summary of any reasons provided by the planning commission concerning the decision made in the case;
 - b. Reasons the applicant of the appeal contends that the planning commission erred in its decision;
 - c. Reasons the applicant of the appeal believes that the public health, safety, welfare, and morals would be better served if the planning commission's action were reversed; and
 - d. Any new and pertinent information bearing on the case which may not have been available or have been overlooked by the planning commission or which may have come to light following the meeting at which the planning commission made its decision.
- b) *City council action.* Appeals to the city council shall be de novo (brand new); however, they shall first be considered on the record of the public hearing and planning commission meeting at which the original case was heard and the original decision made. Based on this review, the city council may affirm the planning commission's decision, reverse it, or send the case back to the planning commission for further study and re-certification. If new information is placed before the council that, in the opinion of the council, would affect the planning commission's decision, the council may refer the case back to the planning commission for further study, including the new information, and recertification.



August 19, 2024

RE: 16-03465-000 Kingsdale Parking Lot

Bella Vista Planning Commission and City Council

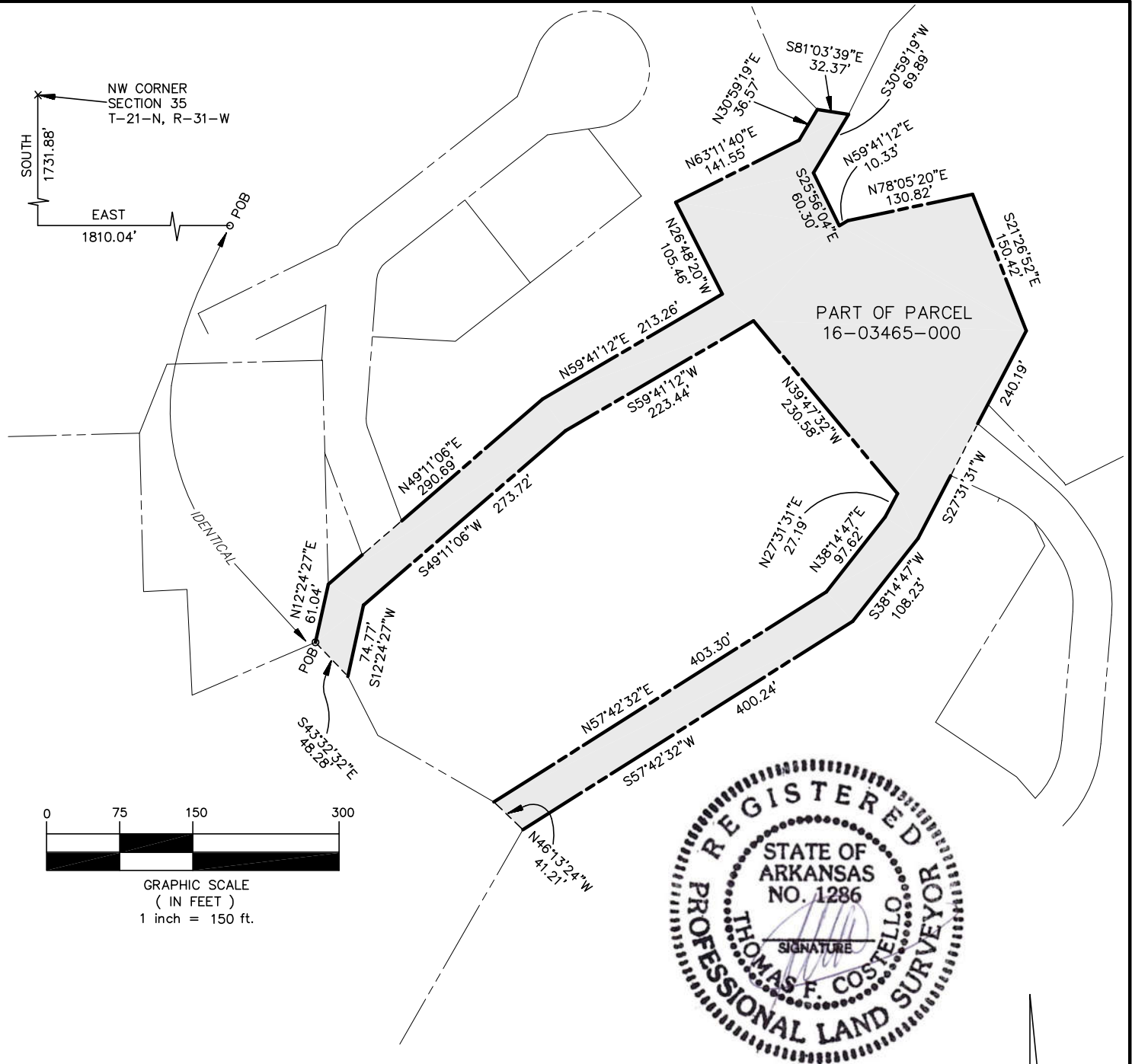
The Property Owners Association is requesting the rezoning of a parcel at Kingsdale Parking Lot from R-1 to C-1. Since the clubhouse to the north and the parking lot to the southwest are both zoned C-1, it would make sense to have this parking lot zoned in the same manner. This parking lot is used specifically for commercial purposes.

Thank you for your consideration.

Signed,

Tom Judson

Chief Executive Officer

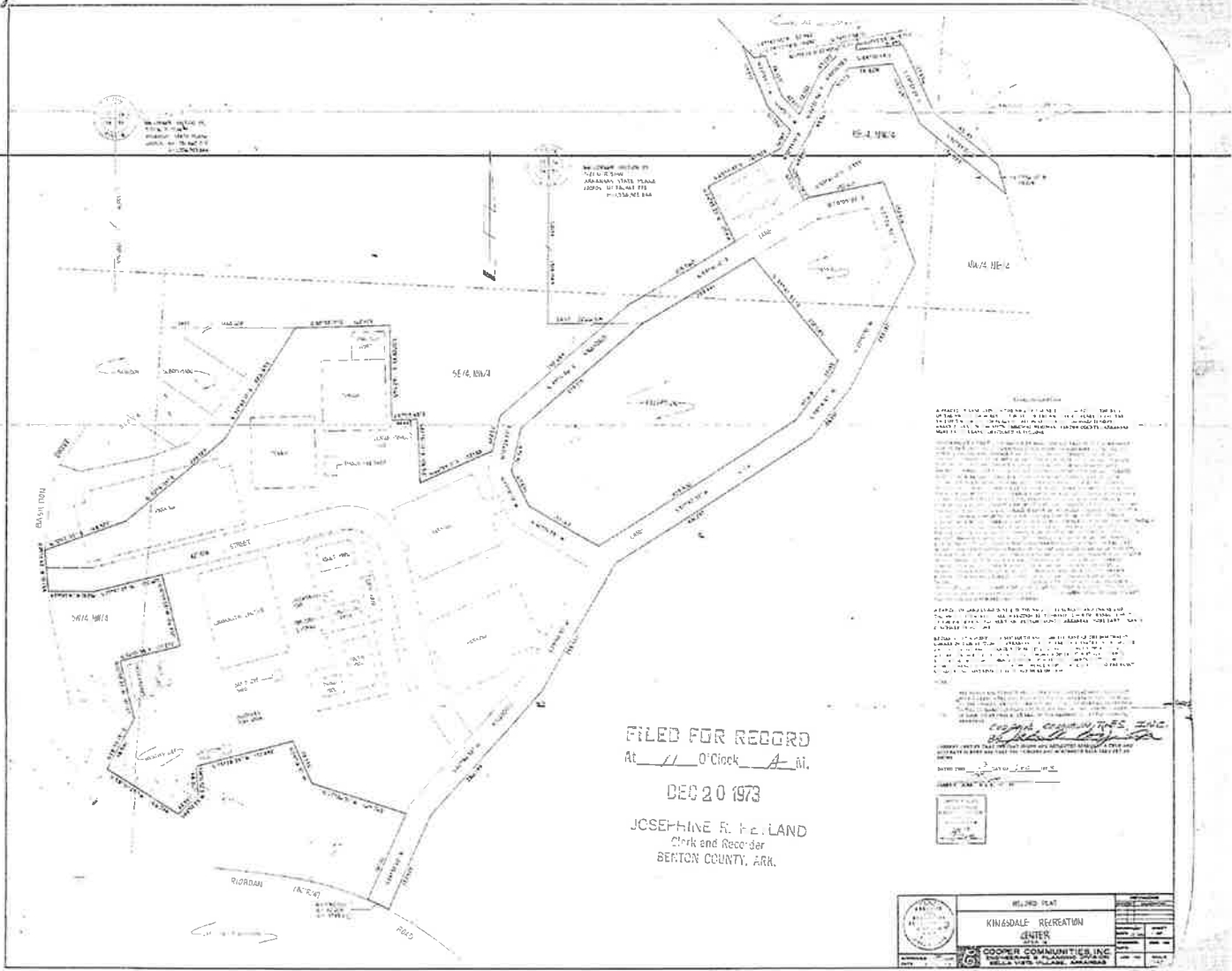


PART OF THE NW 1/4 OF SECTION 35, TOWNSHIP 21 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NW CORNER OF SAID SECTION 35; THENCE SOUTH 1731.88 FEET; THENCE EAST 1810.04 FEET TO THE POINT OF BEGINNING; THENCE N12°24'27"E 61.04 FEET; THENCE N49°11'06"E 290.69 FEET; THENCE N59°41'12"E 213.26 FEET; THENCE N26°48'20"W 105.46 FEET; THENCE N63°11'40"E 141.55 FEET; THENCE N30°59'19"E 36.57 FEET; THENCE S81°03'39"E 32.37 FEET; THENCE S30°59'19"W 69.89 FEET; THENCE S25°56'04"E 60.30 FEET; THENCE N59°41'12"E 10.33 FEET; THENCE N78°05'20"E 130.82 FEET; THENCE S21°26'52"E 150.42 FEET; THENCE S27°31'31"W 240.19 FEET; THENCE S38°14'47"W 108.23 FEET; THENCE S57°42'32"W 400.24 FEET; THENCE N46°13'24"W 41.21 FEET; THENCE N57°42'32"E 403.30 FEET; THENCE N38°14'47"E 97.62 FEET; THENCE N27°31'31"E 27.19 FEET; THENCE N39°47'32"W 230.58 FEET; THENCE S59°41'12"W 223.44 FEET; THENCE S49°11'06"W 273.72 FEET; THENCE S12°24'27"W 74.77 FEET; THENCE N43°32'32"W 48.28 FEET TO THE POINT OF BEGINNING. CONTAINING 2.65 ACRES, MORE OR LESS.

09/19/2024

973







MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	Taylor Robertson, Planning and Development Director	ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55458 (A PORTION OF COUNTY PARCEL NO. 16-18693-000) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT

AGENDA ITEM # IX.J

ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-55458 (A PORTION OF COUNTY PARCEL NO. 16-18693-000) FROM R-1, RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT

BACKGROUND

Staff and the Planning Commission are recommending approval of rezoning 2.36 acres via metes and bounds from R-1 to C-1. Nonresidential surrounding uses include utilities to the southeast and religious assembly to the south. Lakes Ecology/Lab Testing is to the northwest. See attached staff report for further analysis and supporting documentation for the recommendation.

RECOMMENDATION

Staff is recommending approval.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ord RZN 55458
2. ORD. EXHIBIT A 55458
3. Staff Report RZN 55458 Trafalgar and Leyland

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO
REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2024-
55458 (A PORTION OF COUNTY PARCEL NO. 16-18693-000) FROM R-1,
RESIDENTIAL SINGLE-FAMILY DISTRICT TO C-1, NEIGHBORHOOD
COMMERCIAL DISTRICT**

WHEREAS, a rezoning petition was properly filed and considered by the Bella Vista Planning Commission according to the requirements of law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that said petition be granted and that the property described therein be rezoned from R-1, Residential Single-Family District to C-1, Neighborhood Commercial District; and

WHEREAS, the City Council is of the opinion that said parcel should be rezoned as provided herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF BELLA VISTA, ARKANSAS:**

SECTION 1: The Bella Vista Zoning Ordinance and Map are hereby amended to rezone property described in rezoning petition No. 2024-55458 (a portion of County Parcel No. 16-18693-000) from R-1, Residential Single-Family District to C-1, Neighborhood Commercial District.

SECTION 2: The legal description of the parcel is attached to this Ordinance as Exhibit “A” and incorporated herein as if set out word-for-word.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

Mayor John D. Flynn

ATTEST:

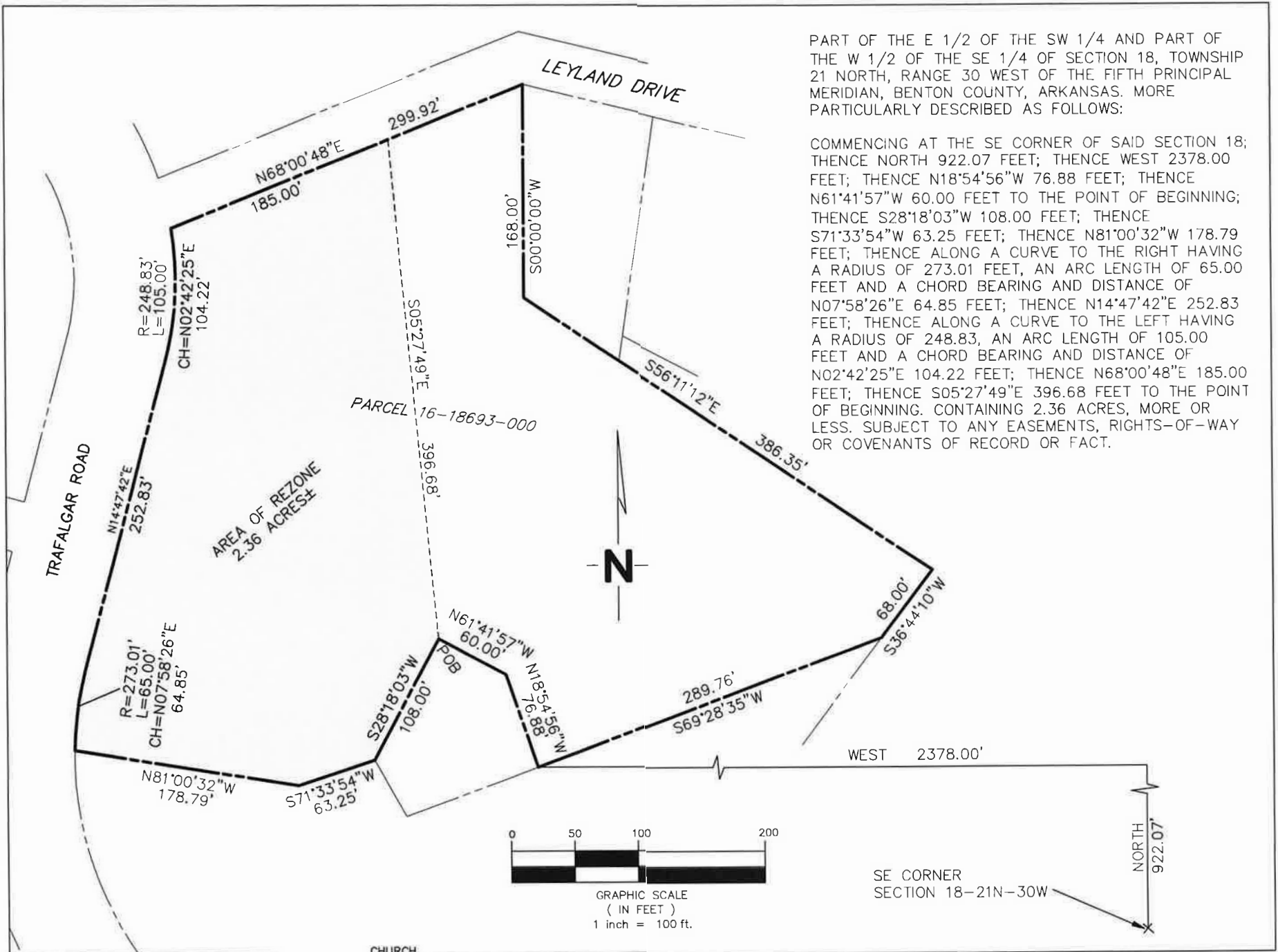
City Clerk Wanda Krug

Requested by Mayor; Planning Commission
Prepared by Jason Kelley, Staff Attorney

EXHIBIT A

PART OF THE E 1/2 OF THE SW 1/4 AND PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 18; THENCE NORTH 922.07 FEET; THENCE WEST 2378.00 FEET; THENCE N18°54'56"W 76.88 FEET; THENCE N61°41'57"W 60.00 FEET TO THE POINT OF BEGINNING; THENCE S28°18'03"W 108.00 FEET; THENCE S71°33'54"W 63.25 FEET; THENCE N81°00'32"W 178.79 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 273.01 FEET, AN ARC LENGTH OF 65.00 FEET AND A CHORD BEARING AND DISTANCE OF N07°58'26"E 64.85 FEET; THENCE N14°47'42"E 252.83 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 248.83, AN ARC LENGTH OF 105.00 FEET AND A CHORD BEARING AND DISTANCE OF N02°42'25"E 104.22 FEET; THENCE N68°00'48"E 185.00 FEET; THENCE S05°27'49"E 396.68 FEET TO THE POINT OF BEGINNING. CONTAINING 2.36 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR COVENANTS OF RECORD OR FACT.





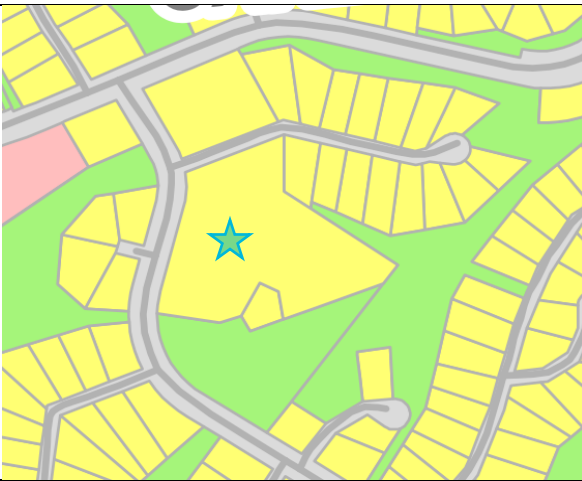
Meeting Information:

2483 Forest Hills Blvd
Oct. 3rd, 2024 at 4:30 pm

Reviewer:

Conner LaRue,
Planner

Project Number	RZN-2024-55458
Applicant	Tom Judson POA
Address/Location	Near Trafalgar and Leyland
Current Zoning	R-1 Single Family
Site Area	2.36 acres
Nature of Request	Requesting to Rezone the parcel from R-1 to C-1



Zoning Map



Future Land Use

Property Description

This property is located southeast of the Leyland Dr. and Trafalgar Rd. intersection. It is located within Parcel #16-18693-000.

Request

Per Sec. 109-40(c), the applicant is requesting to rezone a portion of their property (metes and bounds herein) from R-1 Single Family to C-1 Neighborhood Commercial.

Background

Per the most recently adopted Zoning Map, this parcel is zoned as R-1 Single Family. The Master Street Plan shows Trafalgar Rd. as a minor arterial street and Leyland Dr. as a residential street. The area is currently surrounded by the following commercial use types: residential, religious (civic), and utility (civic/commercial).

The most recently adopted Comprehensive Plan's Future Land Use map shows the property as a future residential lot. The C-1 District requires that lots be a minimum of 1 acre in size, be at least 100' wide, be 100' deep, and be accessible via major thoroughfare (such as 340). All of these items have been met with this 2.36 proposed rezone area.

The district purpose notes that C-1 is intended to provide small to medium scale office, retail, and commercial developments. *Staff will note, it is unclear whether or not the Tract A and Tract B is platted as provided. There was a recent replat in 2022 that was not approved by the Planning Commission. The previous plat shows this area as two reserved property lots. The plat will need to go through an incidental subdivision with the Planning Commission to bring it to compliance prior to any development review.*

Public Comment

None at the time of this report.

Legal Notifications

The applicant sent the required certified mail on 9/24/24. Staff posted a public hearing notice in the Weekly Vista on 9/25/24. Staff will post a public hearing sign on site 10/4/24.

Recommendation

Staff recommends approval of this rezone request as the proposed zoning is aligned with the overall need of more commercial allowance within the 2040 Comp Plan, and is aligned with the adjacent nonresidential uses such as an existing water tower to the east and an existing church to the south. Additionally, this site has direct access to a minor arterial.

Appendix A of Zoning Code: Table of Permitted Uses: "C" states that the use is allowed with a conditional use permit. "P" states that that use is permitted by right. Any of these uses shown in the C-1 column would be allowed by right (P) or conditionally (C). See the chart below for reference.

Residential Uses	R-1	C-1
Duplex		P
Single-Family		P
Townhouse		
Civic Uses	R-1	C-1
Administration		P
Cemetery	P	C
Clubs	P	C
College		C
Convalescent Services		P
Cultural Services		C
Day Care		P
Education		P
Emergency		C
Group Care		P
Guidance Services		C
Health Care		C
Hospital		P
Maintenance Facility		
Parks	P	P
Postal Services		P
Public Assembly		P
Recreation	P	C
Religious		P
Safety	P	P
Utilities	C	C
Office Uses	R-1	C-1
General		P
Financial		P
Medical		P
Commercial Uses	R-1	C-1
Ag Services		
Auctioneering		
Auto		
Bed & Breakfast		P
Business Support		P
Trade School		P
Campground		
Commercial Recreation		P

Commercial Cont.	R-1	C-1
Communications		
Pharmacy		C
Construction		P
Consumer		P
Storage		C
Equipment Rental/Repair		
Food Sales		P
Funeral		P
Gaming		
Laundry		P
Liquor		P
Lodging		P
Pawnshop		P
Personal Improvement		P
Personal Services		P
Pet Services		P
RV Storage		
Restaurants		P
Retail		P
Surplus		
Taverns		C
Trade Services		
Travel Center		
Vehicle Storage		
Veterinary		C
Parking Uses	R-1	C-1
Off-Street Parking		P
Parking Structure		P
Industrial Uses	R-1	C-1
Custom		
Recycling		
Office Warehouse		
Misc. Uses	R-1	C-1
Communications Tower	C	C
Medical Marijuana		C

Sec. 109-40 – Zoning Ordinance Amendments

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August 1, 2024

RE: 16-18693-000 Trafalgar Road and Leyland Drive

Bella Vista Planning Commission and City Council

With the growth we have seen on the east side of our community, the POA Water Utility will need to construct an additional water tower in the near future to service this portion of our community.

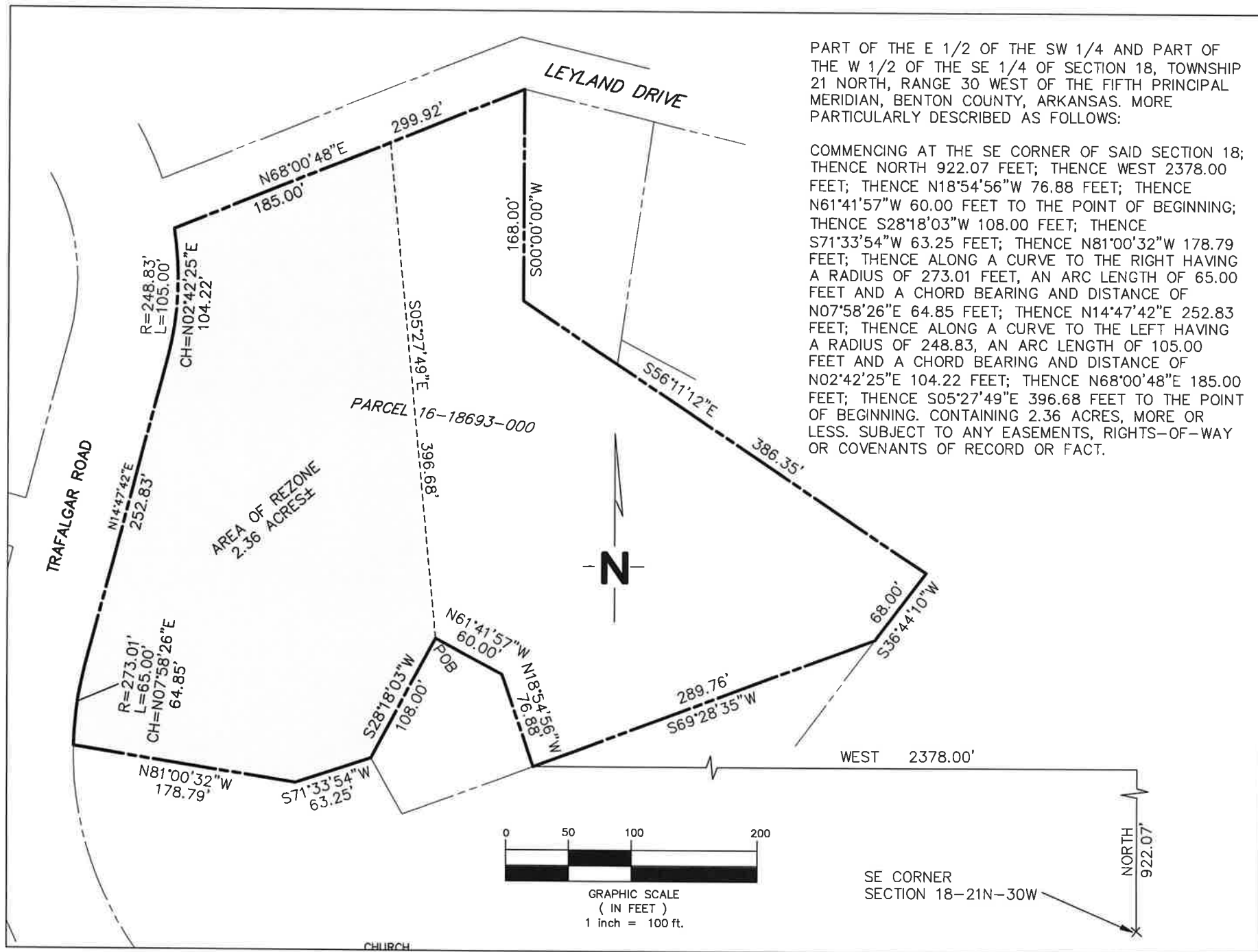
Last year, the POA requested rezoning of this parcel, but we were denied this request. One of the concerns that was brought up at that time was the need for a “buffer” between the C-1 parcel and the R-1 lots located to the east. Due to this concern, we are asking for only the western portion of the parcel to be rezoned to C-1, with no changes made to the eastern portion of the parcel. A survey is included in the application to clarify the portion of the parcel the POA would like to rezone.

Thank you for your attention to this issue.

Signed,

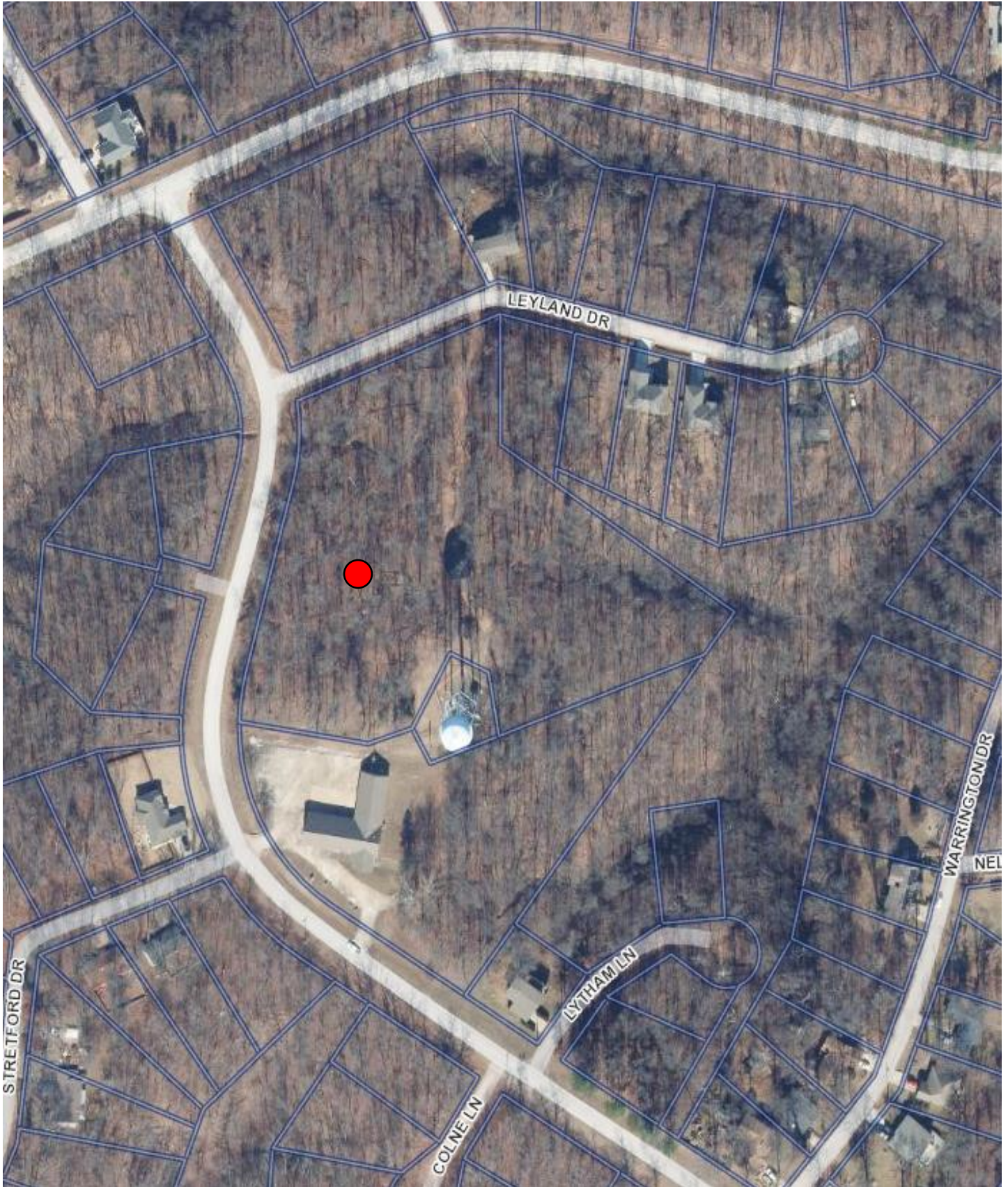


Tom Judson
Chief Executive Officer



PART OF THE E 1/2 OF THE SW 1/4 AND PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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This Instrument Prepared By and Please Return To:

Gene Groseclos
Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

SPECIAL WARRANTY DEED

STATE OF ARKANSAS)

COUNTY OF BENTON)

ss

KNOW ALL PERSONS BY THESE PRESENTS THAT:

COOPER COMMUNITIES, INC., an Delaware corporation (hereinafter called "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by **BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**, an Arkansas non-profit corporation, (hereinafter called "Grantee"), has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee that certain real property situated in Benton County, Arkansas and more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with Grantor's rights and interests in all improvements, structures and fixtures, if any, located thereon, and all rights, titles and interests of Grantor appurtenant thereto (all of the above-described properties being hereafter collectively referred to as the "Property"). This conveyance is made and accepted subject to (a) taxes and special assessments due on or before the date of purchase (b) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (c) the matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (all of the foregoing being hereinafter collectively referred to as the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and subject to the Permitted Encumbrances, Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH HEREIN GRANTOR HAS NOT MADE, AND GRANTOR HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR

WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON; (ii) THE EXISTENCE, NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT TO POSSESSION OR USE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY, AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY UNINCORPORATED VILLAGE, GOVERNMENTAL OR OTHER BODY. GRANTEE ACKNOWLEDGES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (i) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND (ii) MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACCEPTS THE PROPERTY, AND ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY TO GRANTEE IS MADE BY GRANTOR, ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN GRANTOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY.

FURTHER AND WITHOUT ANY WAY LIMITING ANY OTHER PROVISION CONTAINED HEREIN EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS SUBSTANCES OR MATERIALS WHICH ARE CATEGORIZED AS HAZARDOUS OR TOXIC UNDER ANY LOCAL, STATE OR FEDERAL LAW, STATUTE, ORDINANCE, RULE OR REGULATION PERTAINING TO ENVIRONMENTAL OR SUBSTANCE REGULATION, CONTAMINATION, CLEANUP OR DISCLOSURE AND SHALL HAVE NO LIABILITY TO GRANTEE THEREFORE. GRANTEE ACKNOWLEDGES THAT GRANTEE'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE GRANTEE TO MAKE GRANTEE'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS SUBSTANCES OR MATERIALS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, GRANTEE ACCEPTS THE RISK OF THE PRESENCE OF ANY SUCH SUBSTANCES OR MATERIALS.

GRANTEE'S AGREEMENT TO, AND ACKNOWLEDGEMENT OF, THE VARIOUS MATTERS SPECIFIED IN THIS SPECIAL WARRANTY DEED SHALL BE CONCLUSIVELY EVIDENCED BY GRANTEE'S ACCEPTANCE HEREOF.

EXECUTED to be effective for all purposes as of the 28th day of October 2021.

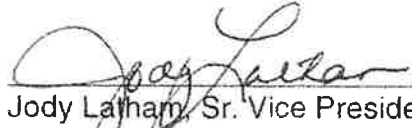
GRANTOR:
COOPER COMMUNITIES, INC.

ATTEST:



Gene Groseclos, Assistant Secretary

By:



Jody Latham, Sr. Vice President

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Grantee/Affiant or Agent

STATE OF ARKANSAS)

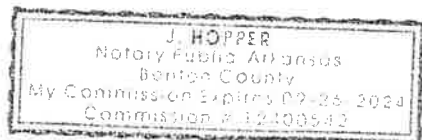
ss:

ACKNOWLEDGEMENT

COUNTY OF BENTON)

On this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named Jody Latham, Sr. Vice President, and Gene Groseclos, as Assistant Secretary, to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of October 2021.





Notary Public

Return to: Cooper Communities, Inc.
Cooper Realty Investments, Inc.
903 North 47th Street
Rogers, AR 72756
Attention Gene Groseclos

THIS INSTRUMENT PREPARED BY:
Legal Dept. Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

EXHIBIT A**TRACT 'A'**

PART OF THE E 1/2 OF THE SW 1/4 AND PART OF THE W 1/2 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS. ALSO BEING SHOWN AS RESERVED PROPERTIES ON THE RECORD PLAT OF LANCASHIRE SUBDIVISION AS RECORDED IN PLAT BOOK 'I' AT PAGE 11. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 18; THENCE NORTH 922.89 FEET; THENCE WEST 2373.52 FEET TO THE POINT OF BEGINNING; THENCE N18°53'15"W 76.88 FEET; THENCE N61°40'16"W 60.00 FEET; THENCE S28°19'44"W 108.00 FEET; THENCE S71°35'35"W 63.25 FEET; THENCE N80°55'17"W 179.02 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TRAFALGAR ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF TRAFALGAR ROAD THE FOLLOWING COURSES: ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 273.80 FEET, AN ARC LENGTH OF 64.50 FEET AND A CHORD BEARING AND DISTANCE OF N07°51'18"E 64.35 FEET; THENCE N14°47'42"E 252.83 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 248.83 FEET, AN ARC LENGTH OF 105.00 FEET AND A CHORD BEARING AND DISTANCE OF N02°42'25"E 104.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LEYLAND DRIVE; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE TRAFALGAR ROAD AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LEYLAND DRIVE N67°57'24"E 299.17 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF LEYLAND DRIVE S00°00'00"W 168.00 FEET; THENCE S56°17'05"E 387.45 FEET; THENCE S36°45'51"W 68.00 FEET; THENCE S69°30'16"W 289.76 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR COVENANTS OF RECORD OR FACT.

TRACT 'B'

PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS. BEING PART OF THE PARCEL SHOWN AS 6.49 ACRE RESERVED PROPERTIES ON THE RECORD PLAT OF TRAFALGAR SUBDIVISION AS RECORDED IN PLAT BOOK 'I' AT PAGE 61. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 19; THENCE WEST 3663.40 FEET; THENCE SOUTH 113.78 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF SANDHURST DRIVE, SAID POINT BEING THE NW CORNER OF LOT 24, BLOCK 4 OF BERKSHIRE SUBDIVISION; THENCE N28°47'27"E 418.37 FEET; THENCE N58°43'30"W 159.50 FEET TO THE POINT OF BEGINNING; THENCE S79°58'56"W 98.14 FEET TO THE LAKE ANN BOUNDARY; THENCE ALONG SAID LAKE ANN BOUNDARY N05°45'59"W 96.78 FEET; THENCE LEAVING SAID LAKE ANN BOUNDARY S53°19'32"E 132.63 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

1. Any defect, lien, encumbrance, adverse claims, or other matter that appear in the Public Records.
2. General and special taxes for the year 2021 and subsequent years which are not yet due and payable. Taxes for the year 2019 and prior years are paid.
3. Encroachments, violations, variations, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
4. Rights or claims of parties in possession not shown by the Public Records.
5. Easements, or claims of easements, not shown by the Public Records or which would be disclosed by an accurate survey and inspection of the premises.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments, if any, which are not shown as existing liens by the Public Records.
8. Loss arising from and/or resulting from oil, gas and/or all other minerals, conveyed, retained, leased, assigned or any other activity concerning the sub-surface rights or ownership, including but not limited to the right of ingress or egress for said sub-surface purposes.
9. Loss arising from Judgments and Liens of record in any United States District Court in the State of AR.
10. Loss arising from security interest evidenced by Financing Statements and Liens filed of record as of the effective date hereof, under the Arkansas Uniform Commercial Code in the State of Arkansas.
11. Loss resulting from any dues, fees, levies and/or assessments which become due and payable to Lancashire Property Owners Association.
12. Reservations, Restrictions, Easements, Dedications, Right of Ways and Setback Lines as may be shown upon the recorded plat of said Subdivision/Addition, filed for record in Plat Record Book "I" at Page 11 of the Records of Benton County, Arkansas. (Tract A)
13. Reservations, Restrictions, Easements, Dedications, Rights of Way and Setback lines as may be set forth in Protective Covenants and/or Bill of Assurances recorded in Record Book 373 at Page 08, Amended in Instrument No. 93-8028 and Supplemental Covenants in Record Book 390 at Page 540 of the Records of Benton County, Arkansas. (Tract A)

14. Reservations, Restrictions, Easements, Dedications, Right of Ways and Setback Lines as may be shown upon plat of survey dated March 23, 2021 by Costello Land Surveying, Thomas F. Costello, RPLS # 1286. (Tract A)
15. Rights of Public and others to use that portion of subject property, if any, lying within the roadway on West side of subject property. (Tract A)
16. Reservations, Restrictions, Easements, Dedications, Right of Ways and Setback Lines as may be shown upon the recorded plat of said Subdivision/Addition, filed for record in/as Instrument No. L202150565 of the records of Benton County, AR. (Tract B)
17. Reservations, Restrictions, Easements, Dedications, Right of Ways and Setback Lines as may be shown upon the recorded plat of said Subdivision/Addition, filed for record in Plat Record Book "I" at Page 61 of the Records of Benton County, Arkansas. (Tract B)
18. Reservations, Restrictions, Easements, Dedications, Rights of Way and Setback lines as may be set forth in Protective Covenants and/or Bill of Assurances recorded in Record Book 373 at Page 08, Amended in Instrument No. 93 8028 and Supplemental Covenants in Record Book 394 at Page 88 of the Records of Benton County, Arkansas. (Tract B)



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 2112070-112

Grantee: BELLA VISTA POA
Mailing Address: 98 CLUBHOUSE DR
BELLA VISTA AR 727150000

Grantor: COOPER COMMUNITIES INC.,
Mailing Address: 903 N 47TH ST
ROGERS AR 727560000

Property Purchase Price: \$69,500.00
Tax Amount: \$231.00
County: BENTON
Date Issued: 11/18/2021
Stamp ID: 1523247104

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Bella Vista POA

Grantee or Agent Name (signature): WACO Title as Agent Date: 11/18/21

Address: _____

City/State/Zip: _____



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202186333**
11/18/2021 09:27:21 AM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	Taylor Robertson, Planning and Development Director	ORDINANCE: AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR RENAMING OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES TO THE DEPARTMENT OF PLANNING AND DEVELOPMENT, PROVIDING FOR REORGANIZATION, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES. Staff requests third and final reading

AGENDA ITEM # IX.K

ORDINANCE: AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR RENAMING OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES TO THE DEPARTMENT OF PLANNING AND DEVELOPMENT, PROVIDING FOR REORGANIZATION, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES. **Staff requests third and final reading**

BACKGROUND

In June of 2023, Community Development Services underwent a restructure. Code Enforcement was relocated to the Police Department and Building Inspections were relocated to the Fire Department. As a result, the Building Division was split into two-- half of it remaining in CDS (building plan review and building permit issuance) and the other half in Fire and the two departments shared several tasks. Staff is returning now to propose to move the rest of the Building Division to the Fire Department so they may be with the Building Official to provide a smoother communication and operation line for the Building Division and building related permits. Per the building code, Permit Technicians and Plans Examiners are traditionally within the same department of the Building Official as they are his/her deputy. However, this will leave the remaining Divisions as Planning and Development related divisions within CDS. With that said, Staff is also proposing to rename the Community Development Services Department to the Planning and Development Department as it is no longer a traditional community development department. Finally, a new division has been added to Planning and Development--known as Development Compliance. This Division will inspect and enforce development related ordinances and permit requirements. The new Planning and Development Department will contain the following Divisions/areas of practice: Planning, Engineering, Trails/Active

City of Bella Vista, Arkansas
City Hall

www.bellavistaar.gov W Town Center P.O.Box Bella Vista, AR 72714

Please Recycle!

Transportation, and Development Compliance. Other minor changes being proposed are small clerical clarifications that will help clean up the existing ordinance with the previous 2023 restructure and past renaming of the CDS Department (such as Department of Planning and Code Enforcement). Overall, it is the intent of staff to streamline planning and building task assignments, modernize the name of the department, and clean up minor provisions so that all is aligned with the new structure of the mentioned departments.

RECOMMENDATION

Staff is recommending approval of this ordinance.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ordinance Rename CDS Cleanup
2. ORD. EXHIBIT CDS Cleanup

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES OF
THE CITY OF BELLA VISTA TO PROVIDE FOR RENAMING OF THE
DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES TO THE
DEPARTMENT OF PLANNING AND DEVELOPMENT, PROVIDING
FOR REORGANIZATION, DECLARING AN EMERGENCY, AND FOR
OTHER PURPOSES**

WHEREAS, the City desires to rename the current Department of Community Development Services to the Department of Planning and Development, and further to provide for certain reorganization within the newly-renamed department; and

WHEREAS, to effectuate this change, various sections of the Code of Ordinances of the City of Bella Vista must be amended as provided herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF BELLA VISTA, ARKANSAS:**

SECTION 1: The Code of Ordinances of the City of Bella Vista is hereby amended to provide for a renaming of the Department of Community Development Services to the Department of Planning and Development, and to provide for matters related to the reorganizing thereof, in the manner as provided in the Exhibit to this Ordinance which is attached hereto and incorporated herein.

SECTION 2: EMERGENCY CLAUSE. The need to provide for reorganization and renaming of the Department of Community Development is immediate and necessary to maintain the public health and safety. Therefore, an emergency is hereby declared to exist and this Ordinance shall take full force and effect from an after its passage and approval as provided by law.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

ORDINANCE EXHIBIT

Non-Land Development Sections (Part I of Local Ord)

- **16-30(c)(3):** Storage for construction or remodeling purposes, so long as the period of that use does not exceed 180 days. The ~~community development services~~ **Mayor or the Mayor's designee** may extend the 180-day requirement when a project is ongoing and a building permit remains valid;
- **16-30(e):** Vertical stacking of temporary portable storage containers and stacking of any other materials on top of or around any temporary portable storage container shall be prohibited in all zones. An exception may be approved by the ~~community development services department~~ **Mayor or the Mayor's designee** for those commercial businesses selling temporary portable storage containers.
- **16-30(h)(1):** Before placement of any temporary portable storage container, a permit must be acquired from the ~~city community development services department~~ **Mayor or the Mayor's designee** by the owner, tenant, or authorized agent of the lot where the temporary portable storage container is proposed to be placed. Said permit shall be free of charge, and shall be valid for a period no longer than provided in this section for the location and usage proposed.
- **16-30(h)(2):** ~~The community development services department~~ **The appropriate City department** is authorized to adopt such necessary application and permit forms as will effectuate the purposes of this section.
- **18-81(a):** When the director of the ~~community development services~~ **planning and development** department, or the director's designee, determines that a tree or limb presents a condition which is hazardous to the safety or welfare of the community, it shall be removed or pruned by the owner of the property.
- **28-4(b):** Optional deed restriction for additional rooms. Applicants for building permits of residential structures relying on individual sewage disposal systems may be permitted to build a structure the building official determines exceeds size limitations of a sewage disposal system permit issued pursuant to the rules and regulations of the Arkansas Department of Health, by having executed and recorded a deed restriction by the current owner(s) of the property in a form approved by the ~~director of community development services~~ **Mayor or the Mayor's designee**, limiting the number of bedrooms in the structure to that number stated in the health department sewage disposal system permit.
- **28-31(a):** Generally. The ~~community development services~~ **planning and development** department shall have the authority to implement enforcement actions under this article as provided by the city.
- **28-31(b)(2):** The ~~planning, building, and code enforcement~~ **planning and development** department shall have the right to cause to be set up on the property of any discharger to the stormwater drainage system such devices that are necessary to conduct sampling of discharges.
- **28-31(c):** Release reporting and cleanup. Any person responsible for a known or suspected release of materials which are resulting in or may result in illegal discharges to the storm drainage system shall take all necessary steps to ensure the discovery, containment, abatement and cleanup of such release. In the event of such a release of a hazardous material, such person shall comply with all state, federal, and local laws requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the release. In the event of such a release of nonhazardous materials, such person shall notify the ~~community development services~~ **planning and development** department no later than 3:30 p.m. of the next business day.

Land Development Ordinances (Part II of Local Ordinance)

- **103-51(b):** Addressing. The ~~building official~~ **planning and development director** is hereby authorized to implement an addressing program in conjunction with the Benton County 911 Administration consistent with the following:
- **105-41:** The director of ~~community development services~~, or his designee **the planning and development department, or the director's designee**, is hereby appointed the floodplain administrator.
- **107-35(b)(1):** Application. A written application shall be filed with the ~~community development services~~ **planning and development** department accompanied by the filing fee required for such applications in the currently adopted schedule of fees. Such applications shall be filed in accordance with the city development

calendar. The application shall state fully the grounds for the waiver and provide reasoning based on the review criteria provided in subsections (b)(6)a. through d. of this section.

- **107-128(a)**

- **(1):** Applicability. ~~Community development services~~ **The Planning and Development** department may review and administratively approve incidental subdivision if no dedications are being made. The ~~community development services~~ **planning and development** director shall inform the full planning commission at its next regular meeting that approval has been granted any administratively approved incidental subdivision.
- **(2)** Action. Within 14 days of receipt of the complete plat from the applicant, ~~community development services~~ **planning and development** department shall approve, approve with conditions, or disapprove said plat. If the plans are approved, a building permit can be issued after the applicant records the plat at the office of the county circuit clerk and provides the city with two copies. If the plans are approved with conditions, the conditions shall be set forth in written form to the owner/developer. The signature of the owner/developer on the form setting forth the conditions of approval shall be deemed his agreement to comply with said conditions, whereupon a building permit may be issued. If the plat is disapproved, the reasons for such action shall be provided in written form to the developer.
- **(3)** Additional review. If the ~~community development services~~ **planning and development** department determines that there is a necessity of transmitting the plans to outside sources for additional comment or in-depth study, he shall notify the developer in writing within 14 days of receipt of plans, that a decision will not be made within the 14-day time period, what the reasons are for the delay and the date at which a decision can be expected. A copy of said letter shall be sent to the chairperson of the planning commission. If the developer objects to such an extension, said objection shall be heard as a priority item at the next regularly scheduled planning commission meeting.
- **(4):** Approval signatures. All approvals of administratively approved incidental subdivisions shall be signified by the signature of the ~~community development services~~ **planning and development** director upon the development plan.

- **107-313(d)**

- **(1)** Property owners desiring access drives onto city streets or Arkansas Highway and Transportation Department highways, not associated with an approved large scale development or subdivision, must obtain a letter of approval from the ~~community development services~~ **planning and development** department prior to the construction of said access drive.
- **(2)** For parking facilities containing five or more spaces, building and grading permits are required. Site, building, and grading plans shall be approved by the ~~community development services~~ **planning and development** department prior to initiation of any work.
- **(3)** Access drives designed to access city streets or Arkansas Highway and Transportation Department highways, not associated with an approved development plan or subdivision, must obtain a letter of approval from the ~~community development services~~ **planning and development** department prior to installation of said curb cut/driveway.
- **(4)** For access drives designed to access Arkansas Highway and Transportation Department rights-of-way, an approval letter from the agency indicating that the design conforms to the agency's regulations shall be presented to the ~~community development services~~ **appropriate city** department prior to issuance of a building permit.

- **107-315(4)(c):** For new development that, in the opinion of the ~~director of community development services~~ **planning and development director**, generates high traffic volume, adequate access drive throat length is to be determined by the results of a traffic study.

- **107-317(a)(2):** If the site plan or subdivision plan does not generate the threshold level of trips, a traffic impact analysis study may be required by the ~~community development services~~ **planning and development** department under the following conditions:

- **107-340(e)**

- **(1):** The ~~community development services department~~ **city engineer** may require retaining walls less than four feet in height to be designed by an architect, licensed landscape architect, or professional engineer registered in the State of Arkansas, depending on specific site conditions. Determination will be made at time of application.
- **(2):** The applicant shall contact the ~~community development services department~~ **city** to request a footing inspection prior to construction and final inspection upon completion of construction. If the department official determines that the wall is constructed in accordance with these regulations and approved retaining wall permit, a certificate of completion will be issued. If the retaining wall does not pass the inspection, the department official shall prepare an inspection report detailing the deficiencies.
- **107-340(f)(2):** Upon completion of construction, the engineer shall provide the ~~community development services department~~ **city engineer** with a certification letter stating that all code and plan requirements have been fulfilled.
- **107-341(d):** The ~~community development services department~~ **city** may require additional information to process a permit application.
- **107-378**
 - **(a)(1)(c):** A stormwater pollution prevention plan, approved by the ~~community development services~~ **planning and development** department, for projects not covered under an ADEQ permit.
 - **(a)(4)(a):** Application. The applicant shall submit a completed application form and a site development plans conforming to the requirements of these regulations to the ~~community development services~~ **planning and development** department.
 - **(a)(4)(b):** Review and approval. Once all required information is submitted, the application will be reviewed by the ~~community development services~~ **planning and development** department for compliance. If the application is approved and payment is rendered for the permit and inspection fees, the permit will be issued.
 - **(a)(4)(e)(2):** Final grading plan. No subdivision may be finalized, nor any large scale development plat approved, before a final grading plan has been submitted to the ~~community development services~~ **planning and development** department and approved.
- **107-379(a)** Utility agencies may obtain a one-time approval from the ~~community development services~~ **planning and development** department for all routine underground electric, water, sewer, natural gas, telephone, or cable facilities. The approval will include a utility organization and its contractors, agents, or assigns and will be permanent in nature as long as the original approved procedures are followed. Utility agencies shall be responsible for compliance with the requirements of this article.
- **107-380**
 - **(a):** Grading plan evaluation. Grading plans shall be evaluated by the ~~community development services~~ **planning and development** department for conformance requirements of this article.
 - **(b):** Requirements varied. Requirements may be varied by the ~~community development services~~ **planning and development** department. The extent to which variations may be made will depend on the soil types encountered, planned slopes, planned vegetation, and investigative engineering reports. In no case shall the department waive or modify any erosion control requirements.
 - **(c)(5):** Administration-variance. Setbacks from easement lines and structures may be varied administratively by the ~~director of community development services~~ **planning and development director** , or the **director's designee**, if geotechnical and/or structural information is provided that in the opinion of the director justifies the variance.
 - **(c)(6):** Additional information required. The ~~community development services~~ **planning and development** department may require further geotechnical and/or structural information to show that setbacks greater than those given are not needed to protect property, utilities, or the integrity of property lines.

- **(d)(2):** Maximum vertical cut. In solid rock, as determined by geotechnical and engineering data approved by the ~~community development services~~ **planning and development** department, the maximum vertical cut shall be 30 feet.
- **(e)(2):** Compaction. Fill shall be placed and compacted to minimize sliding or erosion of soil. Fill compaction shall equal the compaction of undisturbed, adjacent soil, except fills covered by the Arkansas Fire Prevention Code or other structural fills. The ~~community development services department~~ **city** may require soil tests during compaction work or upon its completion at the expense of the permit holder.
- **(g)(1):** Administrative variance. The required minimum percentage of preservation may be varied administratively by the ~~director of community development services~~ **planning and development director** or his or her designee by up to five percent if he or she finds that there is an undue hardship on the land that otherwise would not allow development. Financial cost shall not be deemed an undue hardship.
- **107-381(c):** Additional information. The following additional required information may be required by the ~~community development services~~ **planning and development** department and be reported in text rather than shown on the grading plan:
- **107-382**
 - **(b)(9):** Plants, water. Plant materials shall be watered or irrigated and tended. Where irrigation or regular watering is not available, only native or acclimated plant species shall be used. If the soil cannot properly sustain vegetation, it must be appropriately amended. If revegetation is not firmly established and healthy after one year, the ~~community development services~~ **planning and development** department shall require that it be redone in part or total.
 - **(b)(11)(b):** Allowed buffer intrusions. The following activities may be allowed into the required 25-foot perimeter buffer strip, upon large scale development or plat approval by the planning commission or administrative approval of the ~~community development services~~ **planning and development** department for projects not requiring planning commission approval. Such allowed intrusions shall maintain the integrity of the perimeter buffer.
- **107-383**
 - **(b)(2):** For sites subject to plan review by ~~community development services~~ **planning and development** department, the plan will not be released for construction until an approved SWPPP has been obtained.
 - **(c)(5)(c):** Based on inspections performed by the owner/developer/or their representative or by the ~~community development services~~ **planning and development** department, modifications to the stormwater pollution prevention plan will be necessary if at any time the specified BMPs do not meet the objectives of this article. In this case, the owner/developer or authorized representative shall meet with ~~community development services~~ **planning and development** department personnel to determine the appropriate modifications. All modifications shall be completed within seven days of the referenced inspection.
- **107-384**
 - **(b):** The director of ~~community development services~~ **planning and development** may authorize in writing minor modifications so long as they do not alter the direction of runoff and must otherwise comply with the intent of this article.
 - **(c):** When applicable, substantial changes in the development must be brought before the planning commission for its approval. Determination of the gravity of the alterations will lie with the director of ~~community development services~~ **planning and development**.
- **107-386(b)(2):** When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary certificate of occupancy. In evaluating whether or not to grant a temporary certificate of occupancy, the building official in coordination with the director of ~~community development services~~ **planning and development** shall consider weather conditions and temporary stabilization measures.

- **107-422(a):** Prior to construction or alteration. No person may subdivide and develop, change to a more intensive land use, construct or reconstruct a building or structure, change the size of a structure, or conduct grading, clearing, or filling activities without first obtaining a stormwater drainage and management permit (herein referred to as a drainage permit) from the ~~community development services~~ **planning and development** department, except as provided in subsection (c) of this section.
- **107-423**
 - **(b):** Conceptual review. A conceptual stormwater drainage and management plan review with ~~community development services~~ **planning and development** is encourage before initiation of other permitting that may be required under this or other city codes.
 - **(c):** Preliminary submittal. Preliminary plans and technical reports required herein shall be submitted at the same time as large scale development, preliminary plat, replat, lot split, or building permit plans are submitted. If needed, a review meeting will be scheduled by ~~community development services~~ **planning and development** with a representative of the developer, including the design professional, to review the concepts presented in the plans and technical reports. The purpose of the meeting is to jointly agree to an overall stormwater concept for the proposed development and to review criteria and design parameters that shall apply to the final design of the project.
- **107-424(a):** Application. A stormwater drainage and management application shall be submitted to the ~~community development services~~ **planning and development** department using appropriate forms provided by the city. Such applications shall contain sufficient information and plans to allow the department to determine whether the project complies with the requirements of this article. Minimally, application package shall include the following:
- **109-36(b)(1):** Appeal of interpretation. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the ~~community development services~~ **planning and development** department, who has enforcement powers in the enforcement of this chapter. The planning commission, sitting as the board of adjustment, may affirm or reverse, in whole or in part, said decision of the administrative official.
- **109-38(d)(1):** Application. An application shall be filed by the property owner or his agent, with the ~~community development services~~ **planning and development** department in accordance with current policies and procedures. Said application shall be filed pursuant to the Bella Vista development calendar. Such applications shall show the location and intended use of the site and include a general statement as to the intent of the use. Applications may be obtained from the city administrative office. A general graphic representation of what is proposed shall be submitted as well and shall include all the following:
- **109-42**
 - **(a)(1):** Written application. All variance requests shall be made to the board of zoning adjustment pursuant to the Bella Vista development calendar after a decision has been rendered by the ~~director of community development services~~ **planning and development director** or his or her designee. Every appeal or application shall refer to the specific provision of the ordinance involved and shall exactly set forth:
 - **(a)(3):** Submittal. The appeal or application shall be filed with the ~~director of community development services~~ **planning and development director** or his/her designee who shall forthwith transmit to the board all papers constituting the record upon which the action being appealed from was taken.
 - **(b)(1):** Applicability. The ~~director of community development services~~ **planning and development director** may grant minor modifications from the requirements of these regulations in compliance with the following standards:
 - **(b)(3)(a):** Upon receipt of a completed minor modification application and the currently adopted fee for such applications, the ~~director of community development services~~ **planning and development director** or his/her designee shall review the request and issue a written decision regarding the application.

- **(b)(3)(b):** Findings. The ~~director of community development services~~ **planning and development director** or his/her designee may approve and/or modify, in whole or in part, with or without conditions, only after making all of the following findings:
- **(b)(7):** Revocation. The ~~director of community development services~~ **planning and development director** or his/her designee may revoke a minor modification if:
- **109-45**
 - **(b):** The degree of accuracy required for the information contained in these public notices shall be that of substantial compliance with the provisions of the applicable sections. Substantial compliance for these public notices shall be determined by the ~~director of the department of community development services~~ **planning and development director**.
 - **(d)(1):** The staff of the department of ~~community development services~~ **planning and development** shall publish a notice of public hearing in a newspaper of general circulation in the city, at least one time, 15 days prior to the hearing. This public notice shall include:
 - **(d)(2)(a):** The staff of the department of ~~community development services~~ **planning and development** shall post a sign on the property for which the application is being sought at least seven days prior to the date of the public hearing. Additional signs may be required to be posted when multiple street frontages occur on the subject parcel(s).
 - **(d)(3)(a):** The applicant shall be required to notify, by either certified mail (with return receipts) or by petition, all property owners within 200 feet of the boundary of the subject property of his application. Such notifications must occur no less than 15 days prior to the established date of the public hearing. If the applicant is unable to determine the adjacent property owners, the staff of the department of ~~community development services~~ **planning and development** may assist identifying them.
 - **(d)(3)(d):** The postmarked certified receipts and/or petitions shall be submitted to the staff of the department of ~~community development services~~ **planning and development** pursuant to the city development calendar along with:
- **109-46:** REPLACE ALL PROVISIONS WITH COMMUNITY DEVELOPMENT SERVICES WITH “PLANNING AND DEVELOPMENT”. Those provisions include:
 - (a)
 - (b)(1)
 - (c)(1)(a)
 - (c)(1)(g)
 - (c)(2)
 - (c)(3)
 - (c)(7)
 - (c)(9)
 - (c)(10)
 - (e)
- **109-68(h)(3):** For residentially-zoned parcels that are adjacent and under the same ownership, side and rear setbacks may be eliminated entirely for the purpose of constructing over, under, or across, the building setback lines and property lines a building for human occupancy (the principal building); accessory buildings, including, but not limited to, garages, shop buildings, swimming pools, and gazebos; accessory infrastructure such as driveways, septic systems and leach fields; or other improvements associated with the primary structure contingent upon the owner filing a notice of structural encroachment of property line with the county circuit clerk and providing a copy of said recorded encroachment document to the ~~community development services department~~ **City** prior to the city's issuance of a certificate of occupancy.
- **109-104(c)(4):** Spaces shall not be located within bus stops, loading zones, or other curb space where on-street parking is permitted unless approved by the ~~community development services~~ **planning and development** department.
- **109-184**

- **(b)(1):** If plans submitted for an administrative approval include sufficient detail that the ~~director of community development services~~ **planning and development director, or the director's designee**, can determine whether the proposed wireless communication facility complies with the provisions of this section, then issuance of the requested administrative approval shall constitute development approval of the proposed wireless communication facility.
- **(b)(2):** Minor wireless communication facilities. The ~~director of community development services~~ **planning and development director, or the director's designee**, following an administrative review and without requiring the issuance of a conditional use permit may approve the following:
- **(j):** Notification of change of ownership/operator. Upon assignment or transfer of a conditional use permit or any of the rights thereunder to a new wireless telecommunication operator, the owner or operator shall provide written notice within 30 days to the ~~director of community development services~~ **planning and development director**.
- **109-185:**
 - **(d):** Side setback infringement. Construction of docks, boathouses, and other dockside recreational improvements may not infringe on the side building setbacks required for the district in which they are located. This provision is not subject to appeal to the ~~director of community development services~~ **planning and development director** for a minor modification variance under section 109-42(b).
 - **(g)(3):** Any Styrofoam or equivalent material must be encapsulated in a polyethylene shell or an approved equal material. Approved equals must be submitted for review by the ~~community development services department~~ **City** at time of application.
- **109-186(1)(c)(2):** Accessory buildings with skids or other non-invasive foundations are allowed to intrude on existing or proposed septic systems and septic leach fields on a case by case basis as determined by the ~~community development services department~~ **Arkansas Department of Health**.
- **109-215:**
 - **(c)(2)(a):** Prior to the issuance of a building permit, the owner/developer will provide a cost estimate of the value of required and preserved vegetation to the department which is prepared by licensed landscape architect. Upon agreement to the estimate by the ~~director of community development services~~ **planning and development director**, said building permit may be issued.
 - **(c)(2)(c)Exemption:** Any vegetation covered by subsection 109-215(c) that dies as a result of an act of God (e.g. tornados, straight line winds, flooding) shall be exempt from replacement. For this exemption to be effective, the owner/developer must notify the ~~community development services~~ **planning and development** department within seven business days from the event. After a site inspection, any plant material destroyed will be credited toward the final inspection for guarantee release.
 - **(c)(2)(e):** Final inspection. At the end of the one year warranty period, the ~~community development services~~ **planning and development** department shall conduct a final inspection of guaranteed vegetation which must be completed prior to the release of financial guarantee.
- **109-216(b):** The following information is required on landscape plans and shall be completed, stamped, and signed by a licensed landscape architect in order for the ~~community development services~~ **planning and development** department to review them for compliance with this article:
- **109-223(a):** Certificates of occupancy. The ~~director of community development services~~ **planning and development** director or his or her designee has the authority to enforce the requirements of this chapter. Certificates of occupancy and/or final plats will be held for those who fail to complete landscaping requirements. All landscaping shall comply with subsection 109-215(c) financial guarantee.
- **109-246:**
 - **(b):** Application. To obtain a fence permit, a completed application form and a site plan must be submitted to the ~~community development services~~ **planning and development department**. The site plan shall show:

- **(c):** Review and approval. Once all the required information is submitted, it will be reviewed by the ~~community development services~~ **planning and development** department for compliance. If the application is approved, the applicant shall pay the permit fee and the fence permit will be issued.
- **(e):** Inspection required. The applicant shall contact the ~~community development services~~ **City** to request a final inspection upon completion of the fence. If the inspector determines that the fence is constructed in accordance with the article requirements and the approved fence permit, a certificate of compliance will be issued. If the fence does not pass the inspection, the inspector shall prepare an inspection report detailing the deficiencies.
- **109-283(k):** Public notice. Any public notice or warning required by valid and applicable federal, state or local law, regulation or ordinance. The location must be on file with the ~~community development services~~ **planning and development** department. Sign must be removed within three days of date of posted event
- **109-285**
 - **(b):** Time. Temporary sign permits must be approved by the ~~community development services~~ **planning and development** department a minimum of three days prior to the intended display period.
 - **(d):** Permit types. Four types of temporary sign permits may be issued by the ~~community development services~~ **planning and development** department:
- **109-292**
 - **(a)** Applications for building permits or applications for review by the planning commission which include installation of outdoor lighting fixtures, shall submit an outdoor lighting plan with the building application and or large-scale development application. The submittal shall contain the following information and shall be submitted as part of the site plan to the ~~community development~~ **planning and development** department.
 - **(a)(4):** Any additional information that may be required by the ~~community development services~~ **planning and development** department.
- **109-296(a):** Certificates of occupancy. The ~~director of community development services~~ **planning and development director** or his or her designee has the authority to enforce the requirements of this chapter. Certificates of occupancy and/or final plats will be held for those who fail to complete outdoor lighting requirements.



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	James Graves, Police Chief	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE NATIONAL AUTO FLEET GROUP PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) 2024 FORD SUPER DUTY F-350 4WD TRUCK IN AN AMOUNT NOT TO EXCEED \$65,000.00 FOR USE BY THE POLICE DEPARTMENT

AGENDA ITEM # IX.L

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE NATIONAL AUTO FLEET GROUP PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) 2024 FORD SUPER DUTY F-350 4WD TRUCK IN AN AMOUNT NOT TO EXCEED \$65,000.00 FOR USE BY THE POLICE DEPARTMENT

BACKGROUND

Due to wear and tear and a need to upgrade towing capacity, the police department is requesting the purchase of a 2024 Ford Super Duty F350 4WD. This vehicle will be purchased with previously approved 2024 capital funds.

The 2024 Ford Super Duty will be purchased from the National Auto Fleet Group using the Sourcwell Contract competitive purchasing agreement.

RECOMMENDATION

FISCAL IMPACT

Capital expenditure, from the police department budget, not to exceed \$65,000 is being requested to support the purchase of one 2024 Ford Super Duty F350 4WD.

ATTACHMENTS

1. Resolution National Auto Group F350 Police

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE NATIONAL AUTO FLEET GROUP PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) 2024 FORD SUPER DUTY F-350 4WD TRUCK IN AN AMOUNT NOT TO EXCEED \$65,000.00 FOR USE BY THE POLICE DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS:

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a contract with the National Auto Fleet Group pursuant to a Sourcewell cooperative purchasing agreement, for the purchase of one (1) 2024 Ford Super Duty F-350 4WD truck in an amount not to exceed \$65,000.00 for use by the Police Department.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	Glenda Kelderman, HR Director	RESOLUTION: APPROVING A HEALTH INSURANCE AND BENEFIT PLAN FOR CITY EMPLOYEES TO BEGIN JANUARY 1, 2025

AGENDA ITEM # IX.M

RESOLUTION: APPROVING A HEALTH INSURANCE AND BENEFIT PLAN FOR CITY EMPLOYEES TO BEGIN JANUARY 1, 2025

BACKGROUND

Recommendation for 2025 Employee benefits package.

RECOMMENDATION

Staff recommends for approval.

FISCAL IMPACT

Cost of all benefits will be included in the final 2025 fiscal year budget.

ATTACHMENTS

1. Resolution Employee Benefits for 2025v2.0
2. Proposed Medical Updates 2025_Corrected

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING A HEALTH INSURANCE AND BENEFIT PLAN FOR CITY
EMPLOYEES TO BEGIN JANUARY 1, 2025**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into necessary agreements with ParetoHealth to effectuate health insurance benefits for City employees to begin January 1, 2025, and further approves and authorizes the employee benefits plan as presented to the City Council herewith.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

Health & Welfare & Life Benefits Summary

All health & welfare and life benefits have rate holds for 2025 with the exception of the Medical plan.

Medical Plan Summary:

- 1) 2024 City moved to a self-funded medical plan through Pareto.
- 2) City agreed to a 2-year commitment with Meritain (our claims administrator) and received a rate hold for administrative fees, excluding Stop-loss insurance (Stop-loss coverage is quoted every year based on actual claims).
- 3) 2025 Stop-loss insurance quote for 2025 requires a premium increase resulting in a slight increase in the overall plan cost, estimated at just under 4%.

NOTE: Deductibles for stop-loss are \$100,000 for an individual and \$250,000 aggregate.

2024 YTD: every month city is paying less in actual claims expenses and administrative fees than is being set aside to fund the plan. (Employer contributions and employee premiums)

- 4) 2025 - City staff is recommending a slight increase in employee premiums and city contributions of 4%.
- 5) 2025 – City staff will continue to look for additional cost savings measures to implement.

Recommendation to renew all benefits plans as presented (see attachments).

2025 Medical Plan - Recommended Premiums					
High Deductible Plan	2024 Rates - Monthly			2025 Rates - Monthly 4% Increase	
	Total Cost	Employer Rate	Employee Rate	Total Cost	Employee Rate
Employee Only	\$ 495.33	\$ 431.13	\$ 64.20	\$ 515.14	\$ 449.14
Employee + Spouse	\$ 1,040.17	\$ 823.91	\$ 216.26	\$ 1,081.78	\$ 857.78
Employee + Child(ren)	\$ 941.11	\$ 744.69	\$ 196.42	\$ 978.75	\$ 774.75
Family	\$ 1,485.96	\$ 1,180.40	\$ 305.56	\$ 1,545.40	\$ 1,227.40
Co-pay Plan.					
Employee Only	\$ 632.24	\$ 532.12	\$ 100.12	\$ 657.53	\$ 553.53
Employee + Spouse	\$ 1,327.77	\$ 994.21	\$ 333.56	\$ 1,380.88	\$ 1,034.88
Employee + Child(ren)	\$ 1,201.33	\$ 898.17	\$ 303.16	\$ 1,249.38	\$ 934.38
Family	\$ 1,896.83	\$ 1,426.53	\$ 470.30	\$ 1,972.70	\$ 1,482.70
2025 Employer Expense Based on Current Enrollments & premiums recommendation					
2025 Employer Expense Based on Oct 2024 enrollments & 2025 Dept Budgets					
High Deductible Plan	ER Monthly Cost - includes 4% increase	Number of contracts Oct 2024	Total Monthly Employer Cost	Additional Money Funding Claims Payments - EE Contributions	
				Employee Monthly includes 4% increase	Number of of contracts Oct 2024
Employee Only	\$ 449.14	32	\$ 14,372.58	\$ 66.00	32
Employee + Spouse	\$ 857.78	3	\$ 2,573.33	\$ 224.00	3
Employee + Child(ren)	\$ 774.75	10	\$ 7,747.54	\$ 204.00	10
Family	\$ 1,227.40	25	\$ 30,684.96	\$ 318.00	25
Co-pay Plan.					
Employee Only	\$ 553.53	40	\$ 22,141.18	\$ 104.00	40
Employee + Spouse	\$ 1,034.88	12	\$ 12,418.57	\$ 346.00	12
Employee + Child(ren)	\$ 934.38	9	\$ 8,409.45	\$ 315.00	9
Family	\$ 1,482.70	21	\$ 31,136.77	\$ 490.00	21
Total Annual Estimated Employer Cost - Medical ONLY					
			\$ 1,769,813.00	Total Annual Estimated Employee Cost - Medical	
PLUS Additional Staff & Election Chgs from Budget Estimate (10.10.24)			\$ 142,500.00	PLUS Additional Headcount Employee Cost - Medical Estimate	
TOTAL Annual Estimated ER Medical Expense Funding 2025			\$ 1,912,313.00	TOTAL Annual Estimated EE Medical Expense Funding 2025	
				<i>Money Funding Claims Payments</i>	
Employer H.S.A. Contributions (from 10.10 Budget)			\$ 109,420.00	<i>Money Funding Claims Payments</i>	
Total Medical Plan + H.S.A. EMPLOYER Funding 2025			\$ 2,021,733.00	<i>Medical Plan changes include:</i>	
				Increase HDHP Single Deductible - \$3,200 to \$3,300 (2025 IRS)	
				Increase HDHP Employee + Deductible - \$6,400 to \$6,600 (2025 IRS)	

	2025 Life & Long Term Disability Employer Premiums	
	No Rate/Premium Increases for 2025	
	LIFE 2025 Estimated Cost	
	# Covered Lives F.T. only	212
	Cost Per Yr Per EE	\$120.00
	Total 2024 Estimated ER Cost	\$ 25,440.00
	LONG TERM DISABILITY 2025 Estimated Cost	
	2024 Total Cost Est. F.T. only	\$ 42,500.00
	2024 x 3% 2025 Pay Increases	\$ 44,200.00
	Est. Add'l headcount Cost	\$ 2,400.00
	Total 2025 Estimated ER Cost	\$ 46,600.00

Medical Insurance

Benefits	Maintain Copay Plan		Maintain HDHP	
	PPO Network	Non-Network	PPO Network	Non-Network
Annual Deductible	\$2,500 Individual \$5,000 Family	\$5,000 Individual \$10,000 Family	\$3,300 Individual \$6,600 Family *	\$6,400 Individual \$12,800 Family
Annual Out of Pocket Maximum (Includes Deductible & Copays)	\$4,500 Individual \$9,000 Family	\$20,000 Individual \$40,000 Family	\$4,500 Individual \$9,000 Family	\$20,000 Individual \$40,000 Family
Preventive Care	Plan pays 100%	Plan pays 80% AD	Plan pays 100%	Plan pays 80% AD
Physician Office Visit	\$35 Copay	Plan pays 60% AD	Plan pays 80% AD	Plan pays 60% AD
Specialist Office Visit	\$60 Copay	Plan pays 60% AD	Plan pays 80% AD	Plan pays 60% AD
Outpatient Surgery	Plan pays 80% AD	Plan pays 60% AD	Plan pays 80% AD	Plan pays 60% AD
Inpatient Hospitalization	Plan pays 80% AD	Plan pays 60% AD	Plan pays 80% AD	Plan pays 60% AD
Emergency Room	\$400 Copay + Deductible/Coinsurance		Plan pays 80% AD	
Urgent Care	\$75 Copay		Plan pays 80% AD	
Lab	Plan pays 80% AD	Plan pays 60% AD	Plan pays 80% AD	Plan pays 60% AD
Advanced Imaging	Plan pays 80% AD	Plan pays 60% AD	Plan pays 80% AD	Plan pays 60% AD
Prescription Drugs Tier 1 Tier 2 Tier 3 Tier 4 Specialty	\$15 Copay \$40 Copay \$60 Copay \$80 Copay	Plan pays 80% AD	Plan pays 80% AD	Plan pays 80% AD
AD = After Deductible				

SEMI-MONTHLY COST (Pre-Tax) (Per-pay-period)	*	*
	Maintain Copay Plan	Maintain HDHP
Employee Only	\$52.00	\$33.00
Employee + Spouse	\$173.00	\$112.00
Employee + Child(ren)	\$157.50	\$102.00
Employee + Family	\$245.00	\$159.00

City of Bella Vista 2025 Benefits Summary

Uniformed Police

Medical Benefits

Aetna/Meritain, 2 plan choices

- HDHP available with employer contribution to Health Savings Acct \$720/\$1416 annualized
- Co-pay plan with Flexible Spending Acct
- City pays significant portion of cost
- Pre-tax deductions

Dental Benefits

Mutual of Omaha

- \$25 in-network annual deductible
- Deductible waived for preventative services
- \$2,000 calendar year benefit
- Orthodontia benefit of \$1,000
- City pays significant portion of cost
- Pre-tax deduction

Vision Benefits

Mutual of Omaha

EyeMed Network

- \$10 exam & \$25 materials co-pay
- \$175 frames benefit every year
- \$175 contact lenses benefit (in lieu of glasses/frames)
- Employee pays Premium
- Pre-tax deduction

Life Insurance

- \$50,000 City-paid Group Term Life plus AD & D for employee
- Option to purchase additional for employee and family members

Long-Term Disability

- City-paid LTD policy
- 60% of earnings monthly
- 90-day elimination period

Optional Benefits

- Dependent Care Flexible Spending Acct
- Short-Term Disability
- Accident, Critical Illness/Cancer, Hospital Plans
- Identity Theft Protection

Retirement Plan Benefit

LOPFI Retirement System

- 26% City contribution
- 9.5% employee contribution

457 Pre-tax or Roth

- May contribute up-to IRS annual maximum
- No City Match

Paid Vacation

- Accrue 4.62 hours per pay period up-to 5th anniversary – accrual then increases

Paid Sick Leave

- Accrue 6.20 hours each pay period
- Use sick leave for yourself and family

Paid Holidays

- 11 paid holidays
- 1 floating holiday

Online Services

- Pay stubs
- W-2
- Benefits enrollment
- Time and attendance



City of Bella Vista 2025 Benefits Summary Uniformed Firefighters

Medical Benefits

Aetna/Meritain, 2 plan choices

- HDHP available with employer contribution to Health Savings Acct \$720/\$1416 annualized
- Co-pay plan with Flexible Spending Acct
- City pays significant portion of cost
- Pre-tax deductions

Dental Benefits

Mutual of Omaha

- \$25 in-network annual deductible
- Deductible waived for preventative services
- \$2,000 calendar year benefit
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- City pays significant portion of cost
- Pre-tax deduction

Vision Benefits

Mutual of Omaha

EyeMed Network

- \$10 exam & \$25 materials co-pay
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- Employee pays Premium
- Pre-tax deduction

Life Insurance

- \$50,000 City-paid Group Term Life plus AD & D for employee
- Option to purchase additional for employee and family members

Long-Term Disability

- City-paid LTD policy
- 60% of earnings monthly
- 90-day elimination period

Optional Benefits

- Dependent Care Flexible Spending Acct
- Short-Term Disability
- Accident, Critical Illness/Cancer, Hospital Plans
- Identity Theft Protection

Retirement Plan Benefit

LOPFI Retirement System

- 26% City contribution
- 9.5% employee contribution

457 Pre-tax or Roth Retirement Plan

- May contribute up-to IRS annual maximum
- No City Match

Paid Vacation

- Accrue 6.93 hours per pay period up-to 5th anniversary – accrual then increases

Paid Sick Leave

- Accrue 9.25 hours each pay period
- Use sick leave for yourself and family

Paid Holidays

- 11 paid holidays
- 1 floating holiday

Online Services

- Pay stubs
- W-2
- Benefits enrollment
- Time and attendance



City of Bella Vista 2025 Benefits Summary

Full-time Non-Uniformed Employees

Medical Benefits

- **Aetna/Meritain**, 2 plan choices
- HDHP available with employer contribution to Health Savings Acct \$720 /\$1416 annualized
- Co-pay plan with Flexible Spending Acct
- City pays significant portion of cost
- Pre-tax deductions

Dental Benefits

- **Mutual of Omaha**
- \$25 in-network annual deductible
- Deductible waived for preventative services
- \$2,000 calendar year benefit
- Orthodontia benefit of \$1,000
- City pays significant portion of cost
- Pre-tax deduction

Vision Benefits

- **Mutual of Omaha**
- **EyeMed Network**
- \$10 exam & \$25 materials co-pay
- \$175 frames benefit every year
- \$175 contact lenses benefit (in lieu of glasses/frames)
- Employee pays Premium
- Pre-tax deduction

Life Insurance

- \$50,000 City-paid Group Term Life plus AD & D for employee
- Option to purchase additional for employee and family members

Long-Term Disability

- City-paid LTD policy
- 60% of earnings monthly
- 90-day elimination period

Optional Benefits

- Dependent Care Flexible Spending Acct
- Short-Term Disability
- Accident, Critical Illness/Cancer, Hospital Plans
- Identity Theft Protection

Retirement Plan Benefit

401(a)/457

- 2 to 1 match of employee's first 5% contribution
- Pre-tax and Roth options
- May contribute up-to IRS annual maximum

Paid Vacation (Full-time employee)

- Accrue 4.62 hours per pay period (15 days earned in 12 months) up-to 5th anniversary – accrual then increases

Paid Sick Leave

- Accrue 3.7 hours each pay period (12 days earned in 12 months)
- Use sick leave for yourself and family

Paid Holidays

- 11 paid holidays
- 1 floating holiday

Online Services

- Pay stubs
- W-2
- Benefits enrollment
- Time and attendance

Note: Some benefits listed may be available to part-time employees, depending on number of hours worked each week.



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
October 28, 2024	Wanda Krug, City Clerk	RESOLUTION: APPROVING THE BASE YEAR MILLAGE ROLLBACK COMPUTATION AND CERTIFICATION FORM PURSUANT TO ARKANSAS CONSTITUTION AMENDMENT 59 AND ARKANSAS CODE ANNOTATED § 26-26-404 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID FORM

AGENDA ITEM # IX.N

RESOLUTION: APPROVING THE BASE YEAR MILLAGE ROLLBACK COMPUTATION AND CERTIFICATION FORM PURSUANT TO ARKANSAS CONSTITUTION AMENDMENT 59 AND ARKANSAS CODE ANNOTATED § 26-26-404 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID FORM

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Rollback Approval

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING THE BASE YEAR MILLAGE ROLLBACK
COMPUTATION AND CERTIFICATION FORM PURSUANT TO
ARKANSAS CONSTITUTION AMENDMENT 59 AND ARKANSAS CODE
ANNOTATED § 26-26-404 AND AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE SAID FORM**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA,
ARKANSAS:**

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby approves the Base Year Millage Rollback Computation and Certification Form regarding the rollback of millage rates pursuant to Arkansas Constitutional Amendment 59 and Ark. Code Ann. § 26-26-404 and authorizes the Mayor and City Clerk to execute said form and return it to the Benton County Clerk. A copy of the form is attached to this Resolution and incorporated herein as if set out word for word.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney