



Bella Vista City Council Regular Meeting Agenda

Date/Time: January 27, 2025
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 - Travis Harp

Ward 1, Position 2 - Wendy Hughes

Ward 2, Position 1 - Shea Newport

Ward 2, Position 2 - Larry Wilms

Ward 3, Position 1 - Anna Isbell

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 Minutes - December 16, 2024 Regular Meeting

VII. Reports

- B. Monthly Financial Report - November 2024: Mayor John Flynn
- C. 2024 Planning and Development Highlights: Director Taylor Robertson

VIII. Election of Mayor Pro Tempore

(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.)

IX. Unfinished Business

X. New Business

See meeting packet for complete ordinances and resolutions.

- D. **ORDINANCE:** AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO INCREASE PROCUREMENT AUTHORITY WITHOUT SOLICITING COMPETITIVE BIDS FROM \$35,000 TO \$42,921 TO CONFORM WITH STATE LAW CHANGES PROVIDING FOR INDEXING SAID AMOUNTS TO INFLATION, AMENDING SECTIONS FOR PURPOSES OF CONFORMITY THEREWITH, AND FOR OTHER PURPOSES
- E. **ORDINANCE:** AMENDING SECTION 2-140 CODE ENFORCEMENT OFFICERS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR DEVELOPMENT COMPLIANCE OFFICERS, DEFINING THEIR AUTHORITY, AND FOR OTHER PURPOSES
- F. **ORDINANCE:** WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$247,640.00 FOR THE PURCHASE OF FOUR (4) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES FOR USE BY THE POLICE DEPARTMENT ***Staff requests third and final reading***
- G. **ORDINANCE:** WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$46,575.00 FOR THE PURCHASE OF ONE (1) 2024 CHEVROLET TRAVERSE WITH POLICE EQUIPMENT FOR USE BY THE POLICE DEPARTMENT ***Staff requests third and final reading***
- H. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BLUE GUYS I.T. IN THE TOTAL AMOUNT OF \$73,504.20,

FOR THE PURCHASE OF TODAYL SECURITY SOLUTION TO ENHANCE CITY CYBERSECURITY EFFORTS

- I. **RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENTS OF JOHN NUTTALL AND RICK HEAD TO POSITIONS ON THE BELLA VISTA BOARD OF CONSTRUCTION APPEALS
- J. **RESOLUTION:** CREATING A FEE FOR FILING APPLICATIONS TO THE BOARD OF CONSTRUCTION APPEALS
- K. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FOURTH AMENDED TRAIL MAINTENANCE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
- L. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO RESTATED LIMITED TERMINABLE LICENSE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC., FOR PURPOSES OF FACILITATING AN ADDITION TO THE PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY
- M. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VLP AN EQUIPMENTSHARE COMPANY, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CASE BACKHOE IN THE AMOUNT OF \$140,000.00 FOR USE BY THE STREET DEPARTMENT
- N. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RIGGS CAT, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CATERPILLAR PAVING AND COMPACTION ROLLER IN THE AMOUNT OF \$57,788.80 FOR USE BY THE STREET DEPARTMENT
- O. **RESOLUTION:** EXPRESSING SUPPORT AND PARTICIPATION OF THE CITY OF BELLA VISTA IN THE FEDERAL "ADVANCE EFFECTIVE, ACCOUNTABLE POLICING AND CRIMINAL JUSTICE PRACTICES TO ENHANCE PUBLIC TRUST AND PUBLIC SAFETY" PROGRAM
- P. **RESOLUTION:** AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2024 ANNUAL CITY BUDGET
- Q. **RESOLUTION:** DESIGNATING AUTHORIZED DISBURSING OFFICERS AND MUNICIPAL DEPOSITORY BOARD FOR THE CITY OF BELLA VISTA FOR CALENDAR YEAR 2025

XI. Announcements

- Next City Council Work Session: 5:30 pm Tuesday, February 18, at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Monday, February 24, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, January 30, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, February 10, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, February 11, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

XII. 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

December 16, 2024 6:00 PM

Bella Vista District Court
2483 Forest Hills Blvd.

MINUTES

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

Pledge of Allegiance

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

Citizen Input Two citizens signed up to speak. Mayor Flynn explained the 3-minute rule and called the first person on the list.

Chris Nelson, 1 Harrington Dr. He came to thank Council Members Wozniak and Snow for their service to the City, and said they would receive glass plaques provided from various members of the community as soon as they arrive in the mail.

Laura Gentry, 12 Mason Ln. She came to thank Council Member Fowler for serving diligently on the Council for the last 8 years. She noted his time spent listening to residents, researching issues, and calling people to address their needs and concerns. She said his expertise and willingness to serve this City would be greatly missed, and she wished him and his wife, Rose, the very best.

Council Member Reply None

Action on the Minutes

Approval of Minutes - November 25, 2024, Regular Meeting
*Council Member Snow made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.***

Reports

Monthly Financial Report ending October 31, 2024

Mayor Flynn highlighted the report ending Oct. 31, 2024. The Operating Revenue was up 2.1%, City Sales Tax was up 7.3%, and County Sales Tax was up .8% compared to last year. Operating Expenses are \$1.1 million below budget. He said the financials continue to be good, but a bit more of a challenge on the revenue side than in the past few years.

Council Member Recognition Mayor Flynn announced that three members were serving their last meeting on City Council, and he would address them in alphabetical order. Council Member Doug Fowler was on Council for 8

years, he was Mayor Pro Tem for 6 years, and he was on the A&P Commission for 7 years. Council Member Jerry Snow was on City Council from 2012-2014, and more recently he was on for a full term from 2020-2024. He was also appointed at one time to the Quorum Court for 2 years. One cannot run for re-election under state law, because appointment is by the Governor. Council Member Jim Wozniak is a record setter. He has been on City Council for 14 years, and prior to that he was the first Chief of Police in Bella Vista. Before that, he was with the Bella Vista Division of Sheriff's Department. He also served 8 years on the Quorum Court. Mayor Flynn thanked them for their efforts on behalf of the City, and presented each of them with a letter of recognition.

Council Member Hughes said it was an honor to serve alongside each of them these past two years. She recounted their common traits: a resolve to do what they considered best, even if it was not the easy or popular choice. They were willing to ask hard questions, demand answers, and keep asking questions until they were satisfied. She thanked them for their service and said Bella Vista is better because of them.

Council Member Wozniak thanked the residents for the opportunity to serve on the Council for the past 14 years. Added to that, his 39 years of public service bring him to a total of 53 years. He noted that he has been in public service his whole life, and it has been worth it. He advised the newer members to remember that no matter how strongly they feel about an issue, there are other residents who feel differently. It is important to listen to both sides equally.

Council Member Honchell thanked all three Council Members for their service and addressed each Council Member individually, citing examples from the past two years. He noted as a new Council Member, he tried to model the way Council Member Fowler prepared for meetings.

Council Member Wilms thanked Council Member Fowler for his service on the Council. Despite their disagreements, Council Member Fowler represented the core of the community, not the outliers, in the majority of the decisions he took and the actions he led. He thanked Council Member Fowler for his service as Mayor Pro Tem, and also his important work on the A&P Commission to bring organization and structure that has benefited the community. He thanked Council Member Wozniak for his long-term service, and said it has been an honor to serve with him, despite their disagreements. He thanked Council Member Snow once again, noting his two separate terms of service. He thanked him for representing the residents in Ward 1 well.

Council Member Fowler recognized his wife, Rose Fowler, who was in the audience. He said he could not have fulfilled his Council role without her, noting how patient she was with his time spent on phone calls and meeting with people. He pointed to his father who had played a big role in his life,

and how he passed away on Dec. 18, 1974, when Doug was a senior in high school. He said at the beginning of his first term, he made a commitment to this community that he would give everything he had, and that is just what he has done. He advised the new members to do their research, do their homework, land on their decision, and let the social media go. He thanked the community of Bella Vista for putting their trust in him.

Council Member Snow thanked the residents of Bella Vista for the opportunity to serve on the Council for these years. He found it enjoyable and was happy to do what he could to help the people of our community. He ended his brief remarks with "thanks for the memories."

Mayor Flynn made an announcement that the City of Bella Vista has been honored as a Trendsetter City for 2024 for the innovation of the Street Department in using the "asphalt zipper" to be more efficient in resurfacing roads. The honor is from the Arkansas Times and there will be an award given at the Arkansas Municipal League Winter Conference in January 2025. This is the third time Bella Vista has been named a trendsetter city.

(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 Fowler made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Yays: 6/Nays: 0) Passed 6-0.**

Unfinished Business

New Business

ORDINANCE: AUTHORIZING PARTICIPATION OF THE CITY OF BELLA VISTA IN BENEFIT PROGRAM 4 OF THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) FOR ELIGIBLE EMPLOYEES WHO ARE FIREFIGHTERS OR POLICE OFFICERS

*Mayor Flynn read the ordinance for the first time. Staff Attorney Kelley explained the Council adopted this LOPFI issue in the form of a resolution last month. When the paperwork was submitted in Little Rock, LOPFI insisted it be adopted by ordinance, not resolution. For the sake of efficiency, he recommended adopting this ordinance tonight. Council Member Fowler made a motion to suspend the rules and go to third and final reading, seconded by Council Member Wozniak. Council Member Snow made a motion to approve, seconded by Council Member Wozniak. **Roll Call Vote: (Yays: 6/Nays: 0) Passed 6-0.***

RESOLUTION: ADOPTING A CITY BUDGET FOR THE CITY OF BELLA VISTA FOR THE CALENDAR YEAR 2025, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE AND FOR OTHER PURPOSES *Mayor Flynn read the resolution. He added that it had been discussed by the Council at a Special Work Session in early December. Council Member Wilms noted that proposed capital expenditures may be a challenge to implement in 2025-2027. Member Fowler made a motion to approve, seconded by Council Member Wilms.*

Roll Call Vote: (Yays: 6/Nays: 0) Passed 6-0.

RESOLUTION: APPROVING THE APPOINTMENT OF MAYOR JOHN FLYNN TO SERVE AS A CITY GOVERNING BODY MEMBER OF THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION EFFECTIVE JANUARY 1, 2025, REPLACING DOUG FOWLER *Mayor Flynn read the resolution for the first time. Council Member Snow stated he does not support the resolution because the Mayor oversees all City departments and 200 employees. He thinks a new Council Member would be best to fill the opening. Council Member Fowler shared his experience of being one of the first members of the A & P Commission. He spoke of the talent and dedication of those who work on it, and the success of the Commission in promoting Bella Vista. He believes it would be best initially, with the recent turnover in Council Members, for the Mayor to be appointed to provide stability to the Commission. Council Member Wozniak made a motion to approve, seconded by Council Member Fowler. Roll Call Vote: (Yays: 5/Nays:1, Snow) Passed: 5-1.*

RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENTS OF BARBARA KNOTTS, SUSAN SANTOS, AND SALLY BENSON TO THE CITY OF BELLA VISTA PUBLIC LIBRARY ADVISORY BOARD FOR TERMS ENDING DECEMBER 31, 2028 *Mayor Flynn read the resolution. Council Member Fowler made a motion to approve, seconded by Council Member Fowler. Roll Call Vote: (Yays: 6/Nays: 0) Passed: 6-0.*

RESOLUTION: ESTABLISHING RESIDENTIAL AND COMMERCIAL RATES FOR SOLID WASTE (TRASH) COLLECTION IN THE CITY *Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Fowler. Roll Call Vote: (Yays: 6/Nays: 0) Passed: 6-0.*

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A ELEVENTH AMENDED ANIMAL SERVICES CONTRACT FOR ANIMAL SHELTERING SERVICES WITH BELLA VISTA ANIMAL SHELTER, INC. *Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Fowler. Roll Call Vote: (Yays: 6/Nays: 0) Passed 6-0.*

Announcements

- Next City Council Work Session: 5:30 pm Tuesday, January 21, 2025, at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Monday, January 27, 2025, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, January 2, 2025, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, January 13, 2025, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, January 14, 2025, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

Adjournment

Mayor Flynn adjourned the meeting at 6:37 pm.

City Clerk Wanda Lepillez Krug

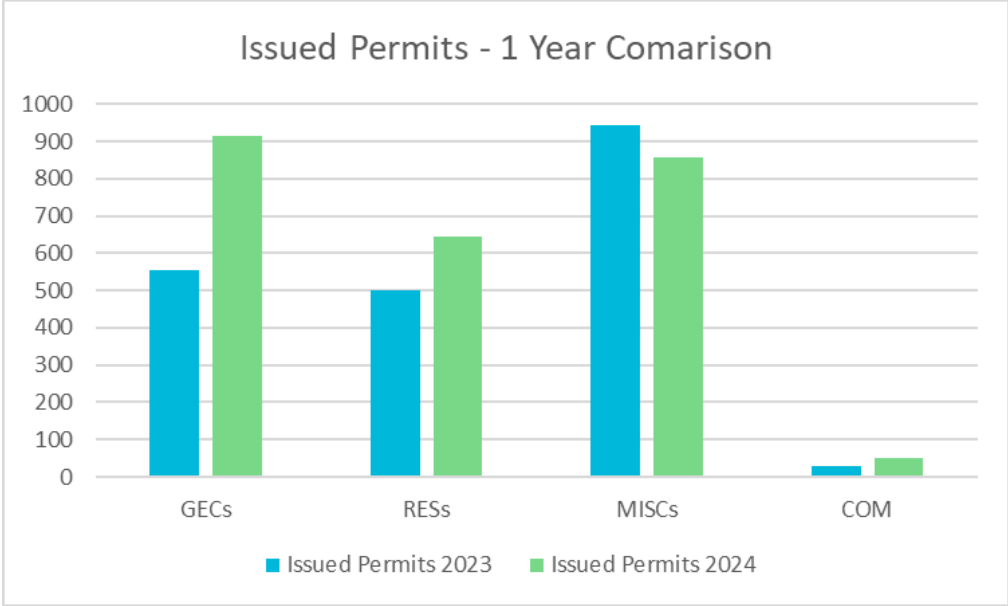
Mayor John D. Flynn



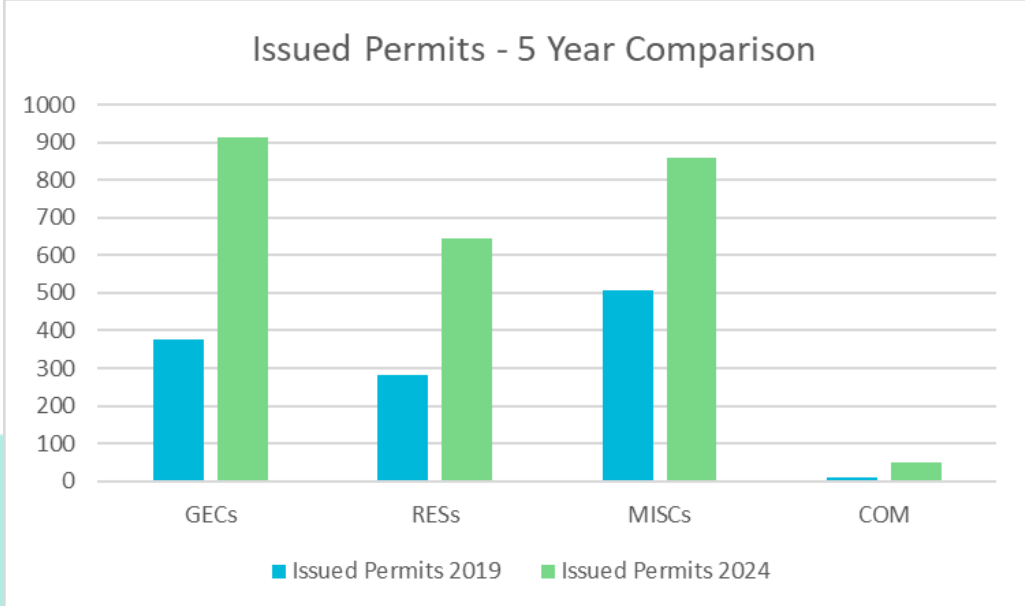
Planning and Development 2024 Highlights

Taylor Robertson, MPA
Planning and Development Director

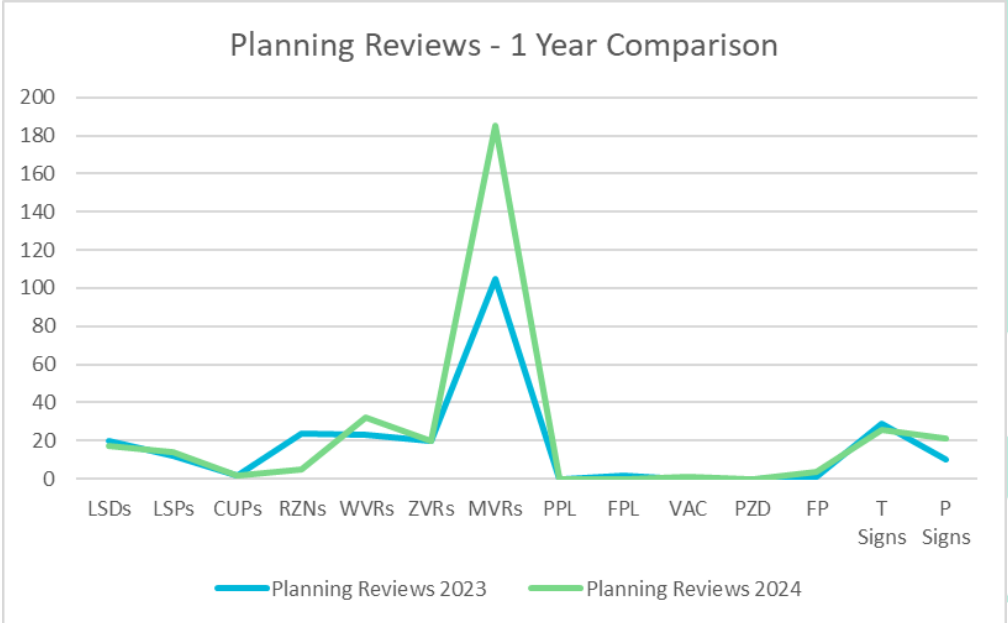
All statistics should be considered approximate for potential human error



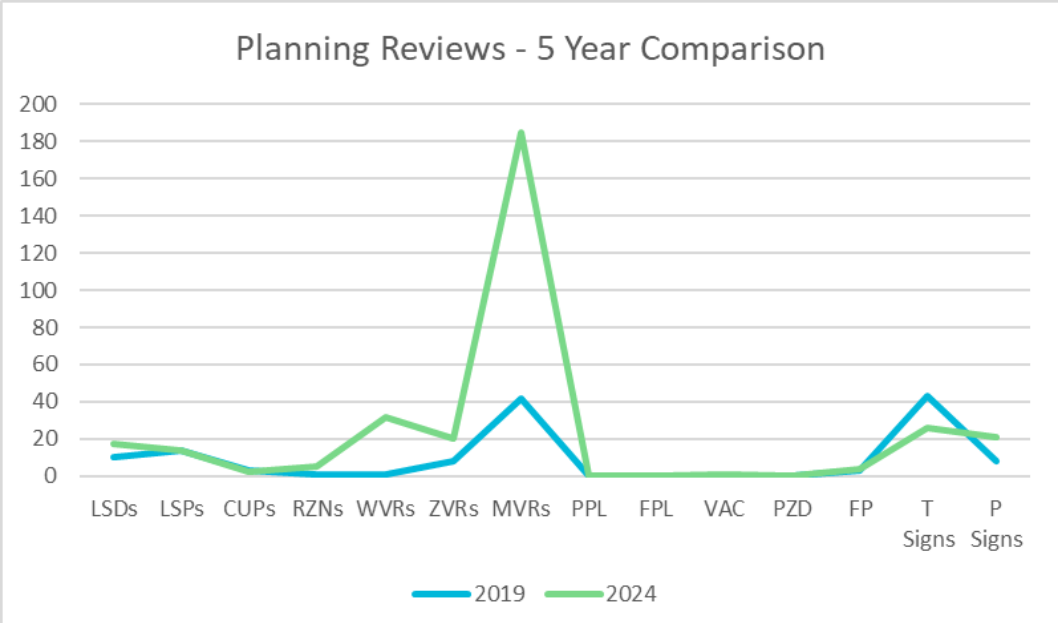
GECs 65%, RES 29%, MISC -9%, COM 75%



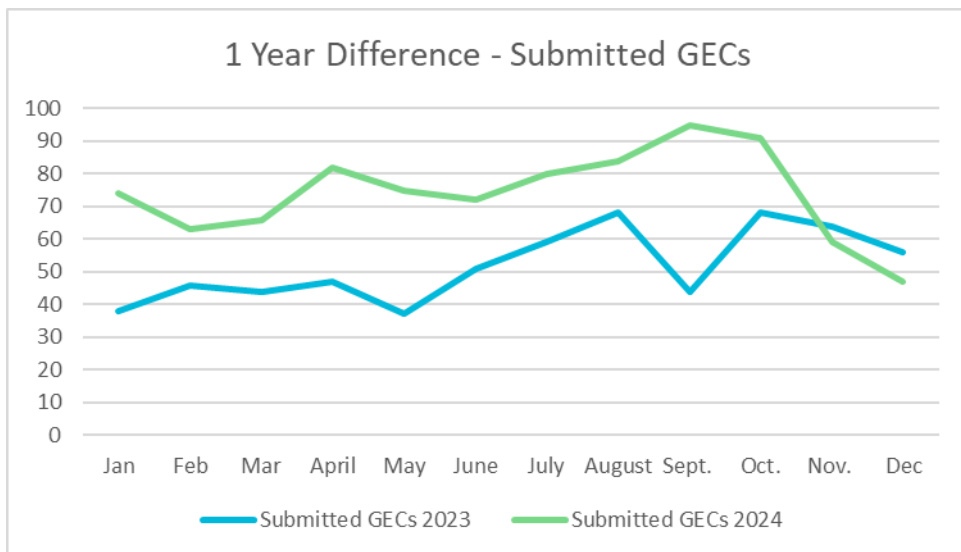
GECs 142%, RES 129%, MISC 70%, COM 444%



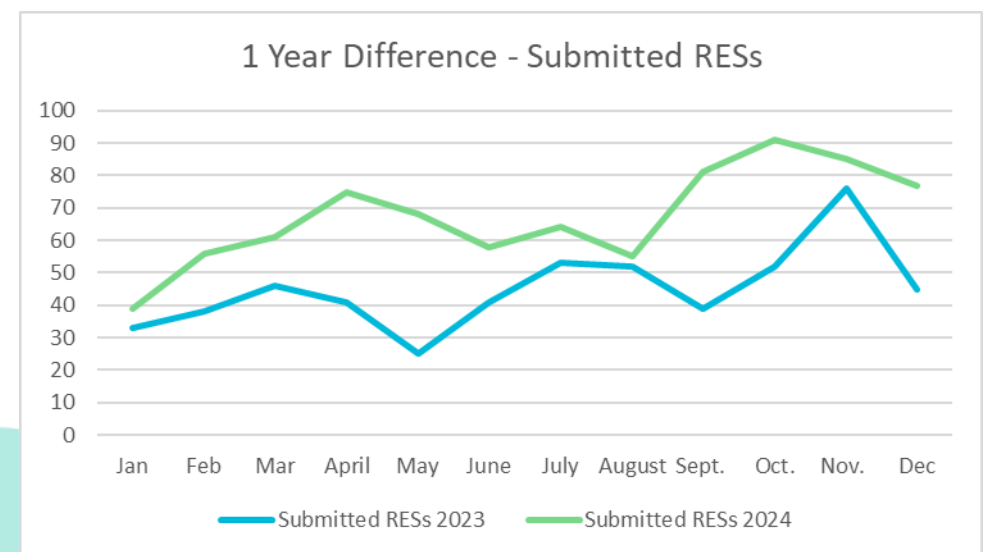
2023 (248) vs. 2024 (327) = 32% increase



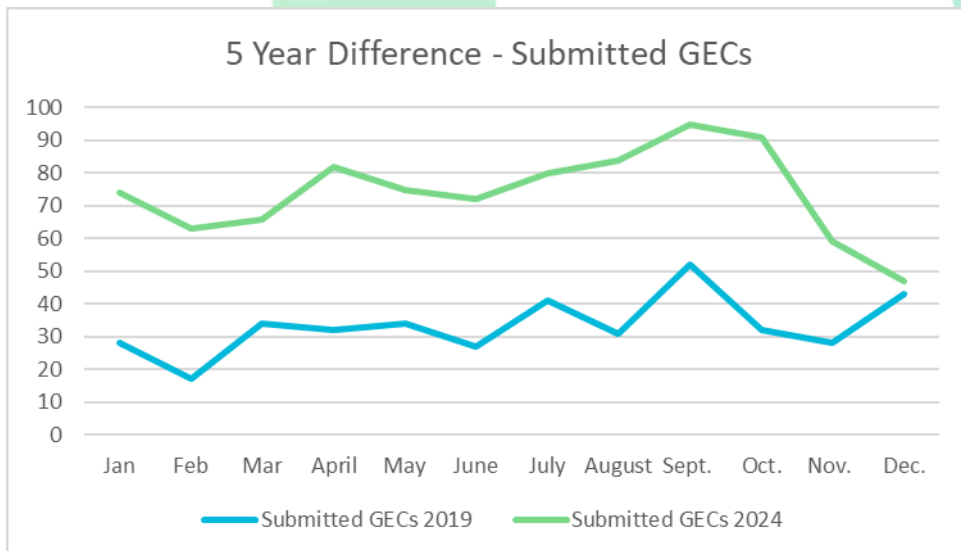
2019 (133) vs. 2024 (327) = 146% increase



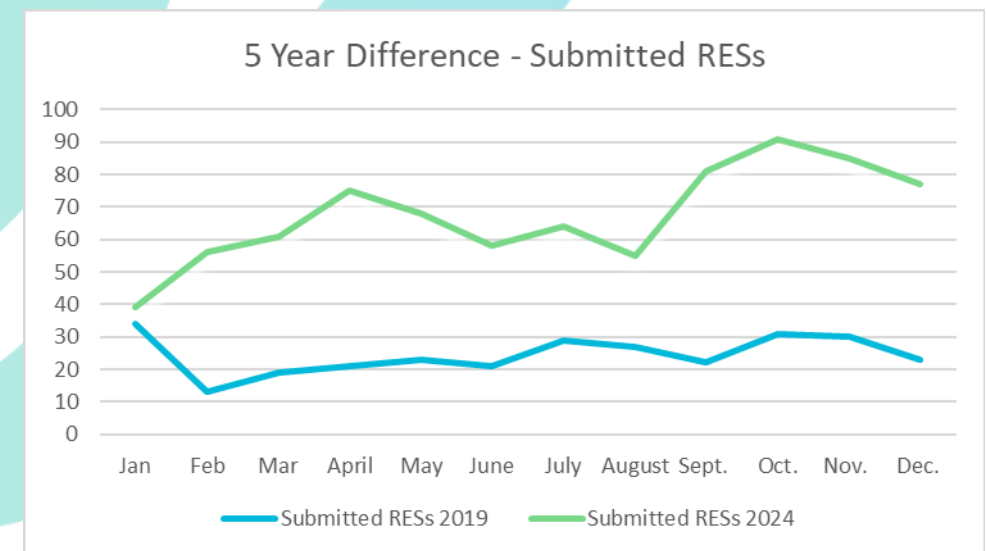
2023 (622) vs. 2024 (888) = 43% increase



2023 (541) vs. 2024 (810) = 50% increase



2019 (399) vs. 2024 (888) = 123% increase



2019 (293) vs. 2024 (810) = 176% increase

2024 Summary in Submittals/Reviews

- Planning Reviews: 327
- Planning Reviews and Applications Total: 780
- Engineering Applications: 888
- Residential Building Applications: 810
- Commercial Building Applications: 46
- Miscellaneous Building Applications: 959
- Sub-Contractor Applications: 670
- Total Applications Processed via Intake: 4,189

5 Year Summary in Submittals/Reviews

- Planning Reviews: 146% increase
 - (133 vs. 327)
- Engineering Permits: 123% increase
 - (399 vs. 888)
- Residential Building: 176% increase
 - (293 vs. 810)
- Commercial Building: 444% increase
 - (9 vs. 46)
- Miscellaneous Building: 98% increase
 - (484 vs. 959)

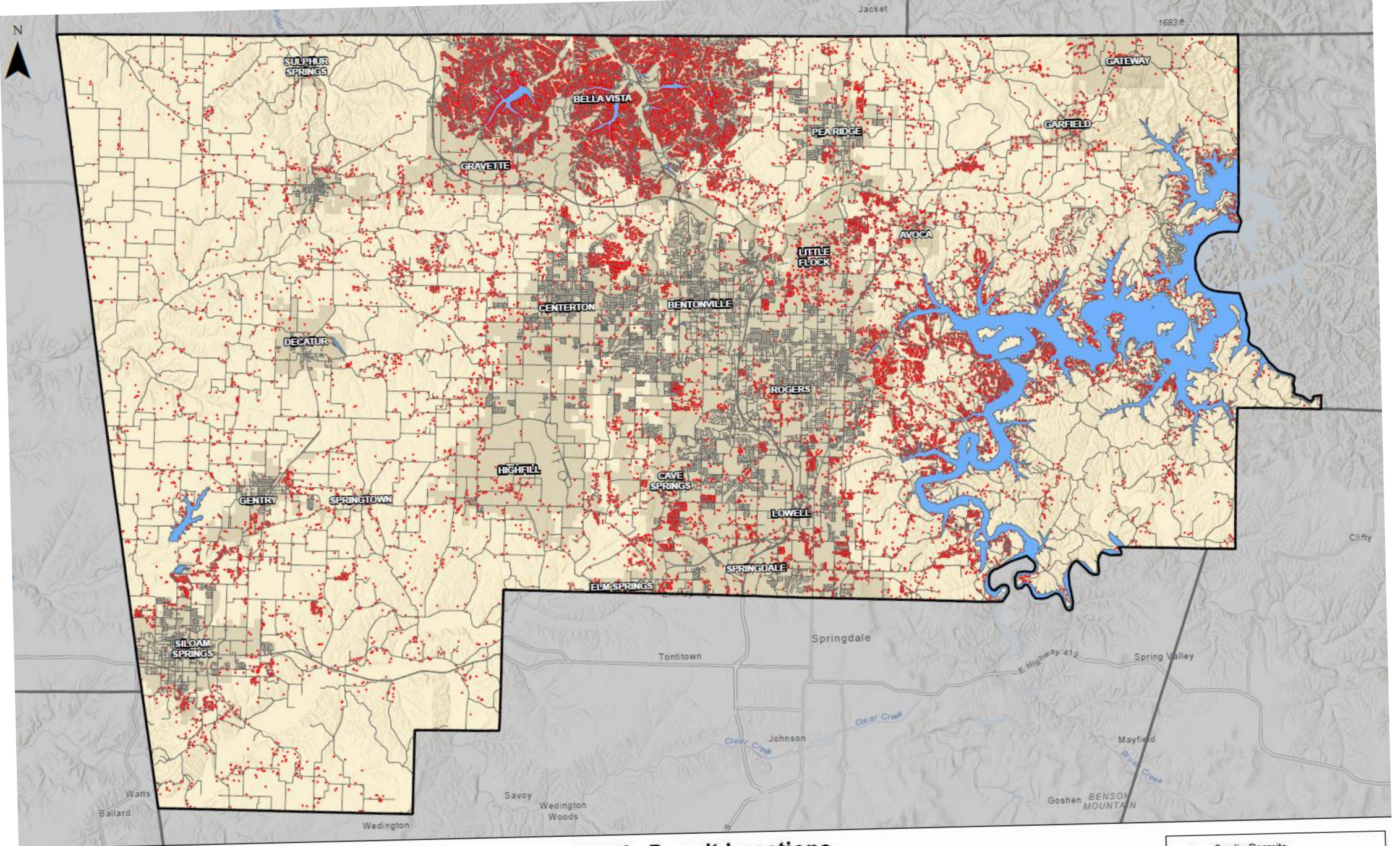
5 Year Summary in Issued Permits

- Engineering Permits: 142% increase
 - (377 vs. 914)
- Residential Building Permits: 129% increase
 - (281 vs. 643)
- Commercial Building Permits: 444% increase
 - (9 vs. 49)
- Miscellaneous Building Permits: 70% increase
 - (506 vs. 858)

Infrastructure/Utility Update

- Known Septic Systems in Bella Vista: Approx. **13,708**
- Known Residential Units on VWW Sewer: Approx. 3,703
- Approximate 2024 Residential Applications with Sewer
 - 89 (11% of applications) vs. 86 out of 293 in 2019 (29%)
- Total known septic permits in Benton County: 28,801
 - **Bella Vista makes up 48% of the entire county for septic permits.**
 - We have more septic permits than any other city or Benton county unincorporated areas.
- Total known water taps in Bella Vista: approx. 16,589
 - Includes residential and commercial

A	B	C
City	Permits	Sq. Miles
AVOCA	119	1.93
BELLA VISTA	13,708	46.94
BENTONVILLE	378	35.68
CAVE SPRINGS	625	8.46
CENTERTON	275	14.38
DECATUR	19	4.96
ELM SPRINGS	22	5.99
GARFIELD	128	3.11
GATEWAY	75	6.53
GENTRY	109	5.99
GRAVETTE	239	15.30
HIGHFILL	219	18.86
HIGHFILL	0	0.25
LITTLE FLOCK	366	7.51
LOWELL	362	9.84
PEA RIDGE	120	8.36
ROGERS	1,109	38.66
SILOAM SPRINGS	144	12.44
SPRINGDALE	645	50.27
SPRINGTOWN	17	0.54
SULPHUR SPRINGS	6	1.06
BENTON COUNTY - UNINCORPORATED	10,116	586.93
TOTAL	28,801	884.00



Septic Permit Locations
Benton County, AR

• Septic Permits

Other Important Highlights

- Ordinances: Retaining wall terracing requirements, flood prevention update for state compliance, 6 rezones, first outdoor lighting ordinance, driveway grade update, zoning notification update, temporary grass parking.
- Regional Impression:
 - Bella Vista was highlighted at the American Planning Association Quad State Conference in three separate presentations
- Grants/Awards:
 - Bella Vista was awarded a 81k grant for active transportation awareness per our Bike/Ped Plan to use in 2025.
- Development Code Reform & City Zoning Map Update
 - First drafts of both chapters and the map were completed.

Other Important Highlights

- Special Events:
 - Hosted a month long celebration of Arbor Day
 - Sticker Art Contest
 - Tree Identification Hike
 - Arbor Day Planting Ceremony
 - Spring Tree Giveaway
 - Fall Tree Giveaway
 - Reviewed 8 trails events
 - 60 Mile Marathon, 200/100/50 Mile Race, Little Sugar MTB Race, 8 Hour Adventure Race, Cancer Challenge, Gran Fondo Hincapie Road Cycling, Back 40 Trails Race, Rule of Three.
- Started a Development Compliance Division

Board Updates

- Staff prepared for and attended (all after hours):
 - 22 Planning Commission Meetings
 - 11 Board of Zoning Adjustment Meetings
 - 8 Active Transportation Advisory Board Meetings
 - 4 Tree Advisory Board Meetings
 - 25 City Council Meetings



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Wendi Hardina, HR Administrator	ORDINANCE: AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO INCREASE PROCUREMENT AUTHORITY WITHOUT SOLICITING COMPETITIVE BIDS FROM \$35,000 TO \$42,921 TO CONFORM WITH STATE LAW CHANGES PROVIDING FOR INDEXING SAID AMOUNTS TO INFLATION, AMENDING SECTIONS FOR PURPOSES OF CONFORMITY THEREWITH, AND FOR OTHER PURPOSES

AGENDA ITEM # X.D

ORDINANCE: AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO INCREASE PROCUREMENT AUTHORITY WITHOUT SOLICITING COMPETITIVE BIDS FROM \$35,000 TO \$42,921 TO CONFORM WITH STATE LAW CHANGES PROVIDING FOR INDEXING SAID AMOUNTS TO INFLATION, AMENDING SECTIONS FOR PURPOSES OF CONFORMITY THEREWITH, AND FOR OTHER PURPOSES

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Ordinance Procurement Inflation Index
- 2. Current Ordinance Provisions

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO INCREASE PROCUREMENT AUTHORITY WITHOUT SOLICITING COMPETITIVE BIDS FROM \$35,000 TO \$42,921 TO CONFORM WITH STATE LAW CHANGES PROVIDING FOR INDEXING SAID AMOUNTS TO INFLATION, AMENDING SECTIONS FOR PURPOSES OF CONFORMITY THEREWITH, AND FOR OTHER PURPOSES

WHEREAS, Act 208 of 2023 amended state law to alter municipal procurement authority without soliciting competitive bids from \$35,000 to an amount indexed to inflation and determined every five (5) years beginning January 1, 2025; and

WHEREAS, the Council desires to bring City Code into conformance with this change;

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

SECTION 1: Section 2-338 of the Code of Ordinances of the City of Bella Vista is hereby amended by striking each reference to “\$35,000” and inserting in its place “\$42,921”.

SECTION 2: Section 2-339 of the Code of Ordinances of the City of Bella Vista is hereby amended by striking each reference to “\$35,000” and inserting in its place “\$42,921”.

SECTION 3: Section 2-344 of the Code of Ordinances of the City of Bella Vista is hereby amended by striking each reference to “\$35,000” and inserting in its place \$42,921”.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Sec. 2-338. - Expenditures equal to or less than \$35,000.00.

- (a) *Expenditures equal to or less than \$35,000.00.* The mayor shall have the authority and responsibility for making expenditures required for public purposes and to enter into contracts for work or labor to be accomplished where the total is equal to or less than \$35,000.00 and is included in the approved annual budget. The mayor shall issue written instructions outlining the procedures to be utilized by city employees for compliance with this section in accordance with the following minimum requirements:
- (1) Expenditures or contracts equal to or less than \$10,000.00 for necessary items or labor required for the accomplishment of the day-to-day operation of city facilities shall be effected through utilization of prudent and practical selectivity of best price sources, in accordance with the instructions outlined in written purchasing procedures.
 - (2) Expenditures or contracts for necessary items or labor in excess of \$10,000.00, but less than \$35,000.00 shall be made after solicitation of comparable written price quotations from at least three separate suppliers, if available.
 - (3) Expenditures or contracts for necessary items or labor in excess of \$5,000.00, but less than \$35,000.00 shall be specifically listed in the mayor's written budget report presented at the next regularly scheduled meeting of the city council.
- (b) *Selection of lowest price quotation; exceptions.* The mayor shall select the lowest price quotation, given comparable quality and serviceability, except for reasons specifically listed in the mayor's written report presented at the next regularly scheduled meeting of the city council.

(Ord. No. 2007-02, § 1(2.03(1)(a)), 2-26-2007; Ord. No. 2021-11, § 1, 6-28-2021)

Editor's note— Ord. No. 2021-11, § 1, adopted June 28, 2021, amended the title of § 2-338 to read as herein set out. The former § 2-338 title pertained to expenditures equal to or less than \$20,000.00

Sec. 2-339. - Expenditures over \$35,000.00.

Where the amount of the expenditure or contract exceeds the sum of \$35,000.00 the mayor shall invite competitive sealed bids thereon by (optional) advertisement in any newspaper of general circulation in an area of resource which will supply the need, and by (mandatory) advertisement in any local newspaper, at least once 15 days or more prior to an established date on which no further bids will be accepted. Other prospective bidders that may not have access to local newspapers may be advised by mail of the specifications and solicitation for bids. Written minimum bid specifications shall be included with such bid solicitations in order to ensure that the product or service will adequately fit the need. Bids received pursuant to such solicitations shall be opened and read at the date and time established for such opening in

the presence of the mayor, who shall have exclusive authority to award the bid to the lowest responsible bidder, given comparable quality and/or serviceability. The mayor may reject any and all such bids or waive non-prejudicial irregularities.

(Ord. No. 2007-02, § I(2.03(1)(b)), 2-26-2007; Ord. No. 2013-03, § 1, 3-6-2013; Ord. No. 2021-11, § 2, 6-28-2021)

Editor's note— Ord. No. 2021-11, § 2, adopted June 28, 2021, amended the title of § 2-338 to read as herein set out. The former § 2-338 title pertained to expenditures over \$20,000.00

Sec. 2-344. - Approval of payment.

- (a) The mayor may approve for payment out of any funds appropriated for the purpose, when funds on hand are adequate to pay such bills, debts or liabilities. The mayor may disapprove bills, debts or liabilities asserted as claims against the city that are inappropriate or incorrect.
- (b) Funds shall be deemed appropriated as follows:
 - (1) When the expenditure is specified in a budget currently approved by the city council or is otherwise specifically approved by a majority vote of the city council.
 - (2) For emergency expenditures less than \$35,000.00. In such cases, the mayor shall outline the need and the cost in writing to the city council at the next regularly scheduled meeting. In that event, the city council shall amend the annual budget to reflect the expense and maintain a balanced budget.
 - (3) For emergency expenditures that exceed \$35,000.00, the mayor shall call an emergency meeting of the city council, at which time a written report shall be submitted, outlining the incident, the actions taken, the estimated cost and the recommended amendment to the annual budget to reflect the expense and maintain a balanced budget. The city council shall amend the annual budget to reflect the expense and maintain a balanced budget. In the event a regularly scheduled meeting of the city council is to occur within two weeks of the event, an emergency meeting is not required. The mayor's report shall be submitted at the next meeting.

(Ord. No. 2007-02, § I(2.03(4)), 2-26-2007; Ord. No. 2021-11, § 3, 6-28-2021)



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Taylor Robertson, Planning and Development Director	ORDINANCE: AMENDING SECTION 2-140 CODE ENFORCEMENT OFFICERS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR DEVELOPMENT COMPLIANCE OFFICERS, DEFINING THEIR AUTHORITY, AND FOR OTHER PURPOSES

AGENDA ITEM # X.E

ORDINANCE: AMENDING SECTION 2-140 CODE ENFORCEMENT OFFICERS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR DEVELOPMENT COMPLIANCE OFFICERS, DEFINING THEIR AUTHORITY, AND FOR OTHER PURPOSES

BACKGROUND

The Planning and Development Department now offers a Compliance Division for enforcement of planning and development related ordinances. This may include permit enforcement, zoning compliance, development compliance, stormwater compliance, septic system enforcement, right of way improvement compliance, floodplain enforcement, and short-term rental compliance. In addition to Notice of Violation (NOVs), staff is requesting from Council that they give authority to write citations as a final means to achieve compliance in the small chance we need it. The Compliance Division went live in December of 2024. Since its activity started last month, our Development Compliance officer has responded to over 150 complaints regarding development. 52 of those have already been closed out for compliance.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

None.

ATTACHMENTS

1. Current Section 2-140
2. REVISED Ordinance Amend 2-140 Development compliance officer creation

City of Bella Vista, Arkansas
City Hall

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

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City of Bella Vista, Arkansas
City Hall

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

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Sec. 2-140. - Code enforcement officers.

- (a) The city hereby vests those persons designated as "code enforcement officers" by the chief of police with the power to enforce city ordinances and codes.
- (b) Each code enforcement officer has the power, except as herein limited, to issue citations to parties responsible for any violation of a city ordinance or code. Code enforcement officers shall operate as a division of the police department for purposes of administration, however such designation shall not be deemed to designate code enforcement officers as law enforcement officers pursuant to state law.
- (c) This section shall not be construed as vesting a code enforcement officer with power to enforce any act or omission designated by state law as a criminal offense.

(Ord. No. 2009-06, §§ 1—3, 5-26-2009; Ord. No. 2023-33, § 1, 5-22-2023)

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING SECTION 2-140 CODE ENFORCEMENT OFFICERS OF THE
CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE
FOR DEVELOPMENT COMPLIANCE OFFICERS, DEFINING THEIR
AUTHORITY, AND FOR OTHER PURPOSES**

WHEREAS, the City Council desires to create additional enforcement officers working in the Planning and Development Department who will enforce the planning and development portions of City Code or any other portions of City Code;

WHEREAS, said development compliance officers would be designated by the Planning and Development Director;

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

SECTION 1: Section 2-140 *Code Enforcement Officers* of the Code of Ordinances of the City of Bella Vista is hereby amended so that, after amendment, the Section shall read as follows:

“Sec. 2-140. Code enforcement and development compliance officers.

(a) The city hereby vests those persons designated as "code enforcement officers" by the chief of police and "development compliance officers" by the planning and development director with the power to enforce all city ordinances and codes.

(b) Each code enforcement and development compliance officer has the power, except as herein limited, to issue citations to parties responsible for any violation of a city ordinance or code. Code enforcement officers shall operate as a division of the police department and development compliance officers shall operate as a division of the planning and development department for purposes of administration, however such designation shall not be deemed to designate code enforcement officers or development compliance officers as law enforcement officers pursuant to state law.

(c) This section shall not be construed as vesting a code enforcement officer or development compliance officer with power to enforce any act or omission designated by state law as a criminal offense.”

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	James Graves, Police Chief	ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$247,640.00 FOR THE PURCHASE OF FOUR (4) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES FOR USE BY THE POLICE DEPARTMENT <i>Staff requests third and final reading</i>

AGENDA ITEM # X.F

ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$247,640.00 FOR THE PURCHASE OF FOUR (4) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES FOR USE BY THE POLICE DEPARTMENT *Staff requests third and final reading*

BACKGROUND

Due to vehicle mileage and age the purchase of four new Pursuit Rated Dodge Durango, AWD, patrol vehicles is required. Superior Automotive has four new 2024 models available at the 2024 state vehicle bid price. Purchasing these 2024 models under a vehicle bid waiver would be less expensive then purchasing 2025 models at the current Arkansas vehicle bid price. Additionally, these 2024 models are immediately available for purchase and delivery.

Superior Automotive includes all police equipment up-fit in the sales price for a total sales price, per vehicle, of \$61,910.

RECOMMENDATION

Police Chief recommends police vehicle bid waiver approval.

FISCAL IMPACT

These vehicle purchases have been included in the police departments 2025 capital budget.

Each fully equipped police pursuit Dodge Durango cost \$61,910 for a total capital expenditure request, for four vehicles, not to exceed \$247,640.

City of Bella Vista, Arkansas
City Hall

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ATTACHMENTS

1. Bid Waiver Dodge Durangos PD

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$247,640.00 FOR THE PURCHASE OF FOUR (4) 2024 DODGE DURANGO POLICE PURSUIT VEHICLES FOR USE BY THE POLICE DEPARTMENT

WHEREAS, general shortages of available police cars make purchase pursuant to the state procurement contract impossible or impractical; and

WHEREAS, competitive bidding for 2024 vehicles will not result in any further ability to purchase said vehicles; and

WHEREAS, four (4) 2024 Dodge Durango police pursuit vehicles are available for purchase from Superior Auto Group, but said vehicles are not subject to current state procurement contracts and cannot be obtained if the City proceeds through a bidding process; and

WHEREAS, the City must act with haste if it is to secure purchase of said vehicles;

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

SECTION 1. The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes a contract with Superior Auto Group in an amount not to exceed \$247,640.00 for the purchase of four (4) 2024 Dodge Durango fully equipped police pursuit vehicles for use by the Police Department.

ADOPTED THIS ____ DAY OF _____, 2025.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	James Graves, Police Chief	ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$46,575.00 FOR THE PURCHASE OF ONE (1) 2024 CHEVROLET TRAVERSE WITH POLICE EQUIPMENT FOR USE BY THE POLICE DEPARTMENT <i>Staff requests third and final reading</i>

AGENDA ITEM # X.G

ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$46,575.00 FOR THE PURCHASE OF ONE (1) 2024 CHEVROLET TRAVERSE WITH POLICE EQUIPMENT FOR USE BY THE POLICE DEPARTMENT *Staff requests third and final reading*

BACKGROUND

Due to vehicle mileage and age the purchase of a new AWD Chevrolet Traverse is needed. The Chevrolet Traverse has not been included on the last two state bid waivers. This vehicle will be used in CID as a detective vehicle. This model vehicle has been used in the past and is a recognized and dependable platform for CID type work.

Superior Automotive has a new 2024 model Chevrolet Traverse available for purchase at a price far better than the current open market. Additionally, Superior Automotive will deliver the vehicle with all required police equipment installed. Having Superior Automotive deliver the vehicle with police equipment installed saves additional money.

A vehicle purchase bid waiver is being requested for the purchase of the aforementioned vehicle.

RECOMMENDATION

Police Chief recommends approval of vehicle purchase bid waiver.

FISCAL IMPACT

This vehicle purchase has been included in the police departments 2025 capital budget.

AWD, police equipped, Chevrolet Traverse price: \$46,575.

ATTACHMENTS

1. Bid Waiver Chevy Traverse PD

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN AN AMOUNT NOT TO EXCEED \$46,575.00 FOR THE PURCHASE OF ONE (1) 2024 CHEVROLET TRAVERSE WITH POLICE EQUIPMENT FOR USE BY THE POLICE DEPARTMENT

WHEREAS, general shortages of available police cars make purchase pursuant to the state procurement contract impossible or impractical; and

WHEREAS, competitive bidding for 2024 vehicles will not result in any further ability to purchase said vehicles; and

WHEREAS, one (1) 2024 Chevrolet Traverse police vehicle is available for purchase from Superior Auto Group, but said vehicle is not subject to current state procurement contracts and cannot be obtained if the City proceeds through a bidding process; and

WHEREAS, the City must act with haste if it is to secure purchase of said vehicles;

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

SECTION 1. The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes a contract with Superior Auto Group in an amount not to exceed \$46,575.00 for the purchase of one (1) 2024 Chevrolet Traverse fully equipped police pursuit vehicle for use by the Police Department.

ADOPTED THIS ____ DAY OF _____, 2025.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	John Moeckel, IT Director	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BLUE GUYS I.T. IN THE TOTAL AMOUNT OF \$73,504.20, FOR THE PURCHASE OF TODYL SECURITY SOLUTION TO ENHANCE CITY CYBERSECURITY EFFORTS

AGENDA ITEM # X.H

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BLUE GUYS I.T. IN THE TOTAL AMOUNT OF \$73,504.20, FOR THE PURCHASE OF TODYL SECURITY SOLUTION TO ENHANCE CITY CYBERSECURITY EFFORTS

BACKGROUND

Annual renewal of core cybersecurity product Todyl. This product was renewed in 2024, but an exception to bidding requirements is requested due to the amount of the purchase, the previous investment in the product, and the use of a cooperative purchase agreement. This is a regular budgeted item.

RECOMMENDATION

Bella Vista IT Dept. recommends approval.

FISCAL IMPACT

This item is budgeted in the 2025 budget.

ATTACHMENTS

1. Invoice_11038_from_Blue_Guys_IT
2. Resolution Blue Guys IT Todyl TIPS Cooperative

Blue Guys IT
23 E 6th St
Mountain Home, AR 72653
+18704252583
info@blueguysit.com

INVOICE

BILL TO
City of Bella Vista
PO Box 5655
Bella Vista, AR 72714

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

INVOICE # 11038
DATE 01/01/2025
DUE DATE 01/31/2025
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
misc TODYL Cloud Firewall, SIEM 30 DAYS, SASE, MXDR, GRC 24/7/365 SOC, EDR YEARLY	215	341.88	73,504.20
TIPS Contract #220701	SUBTOTAL		73,504.20
	TAX		0.00
	TOTAL		73,504.20
	BALANCE DUE		\$73,504.20

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A
CONTRACT WITH BLUE GUYS I.T. IN THE TOTAL AMOUNT OF
\$73,504.20, FOR THE PURCHASE OF TODYL SECURITY SOLUTION
TO ENHANCE CITY CYBERSECURITY EFFORTS**

**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 Blue Guys I.T. in the total amount of \$73,504.20, for the purchase of Todyl Security Solution to enhance City cybersecurity efforts.

ADOPTED this _____ day of _____, 2025.

APPROVED:

Mayor John D. Flynn

ATTEST:

Wanda Krug, City Clerk

Requested by: Mayor
Drafted by: Jason B. Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Wendi Hardina, HR Administrator	RESOLUTION: APPROVING THE MAYOR'S APPOINTMENTS OF JOHN NUTTALL AND RICK HEAD TO POSITIONS ON THE BELLA VISTA BOARD OF CONSTRUCTION APPEALS

AGENDA ITEM # X.I

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENTS OF JOHN NUTTALL AND RICK HEAD TO POSITIONS ON THE BELLA VISTA BOARD OF CONSTRUCTION APPEALS

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Nuttall Head BOCA

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING THE MAYOR’S APPOINTMENTS OF JOHN NUTTALL
AND RICK HEAD TO POSITIONS ON THE BELLA VISTA BOARD OF
CONSTRUCTION APPEALS**

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

SECTION 1: The following Mayor’s appointment to the Bella Vista Board of Construction Appeals is hereby approved for the terms ending as indicated:

John Nuttall, Position 3, Term Ending January 1, 2028

Rick Head, Position 5, Term Ending January 1, 2028.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Amanda Esparza, Fire Admin	RESOLUTION: CREATING A FEE FOR FILING APPLICATIONS TO THE BOARD OF CONSTRUCTION APPEALS

AGENDA ITEM # X.J

RESOLUTION: CREATING A FEE FOR FILING APPLICATIONS TO THE BOARD OF CONSTRUCTION APPEALS

BACKGROUND

Currently there is no charge that goes with the BCA application. It is a very involved application and it does not make sense to have all tax payers cover staff time for those who are seeking to break local law or building code. The applicant should be responsible for that expense.

RECOMMENDATION

Change the current BCA application fee of \$0 to \$200.

FISCAL IMPACT

ATTACHMENTS

1. Resolution BCA Fee
2. Construction Appeal Package 2025 Fillable-current application
3. Construction Appeal Package 2025 Fillable-with proposed fee change

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**CREATING A FEE FOR FILING APPLICATIONS TO THE BOARD OF
CONSTRUCTION APPEALS**

**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 creates and establishes, in addition to any requirements, a fee of \$200 for the filing of applications to the Board of Construction Appeals.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

Construction Appeal Application Package



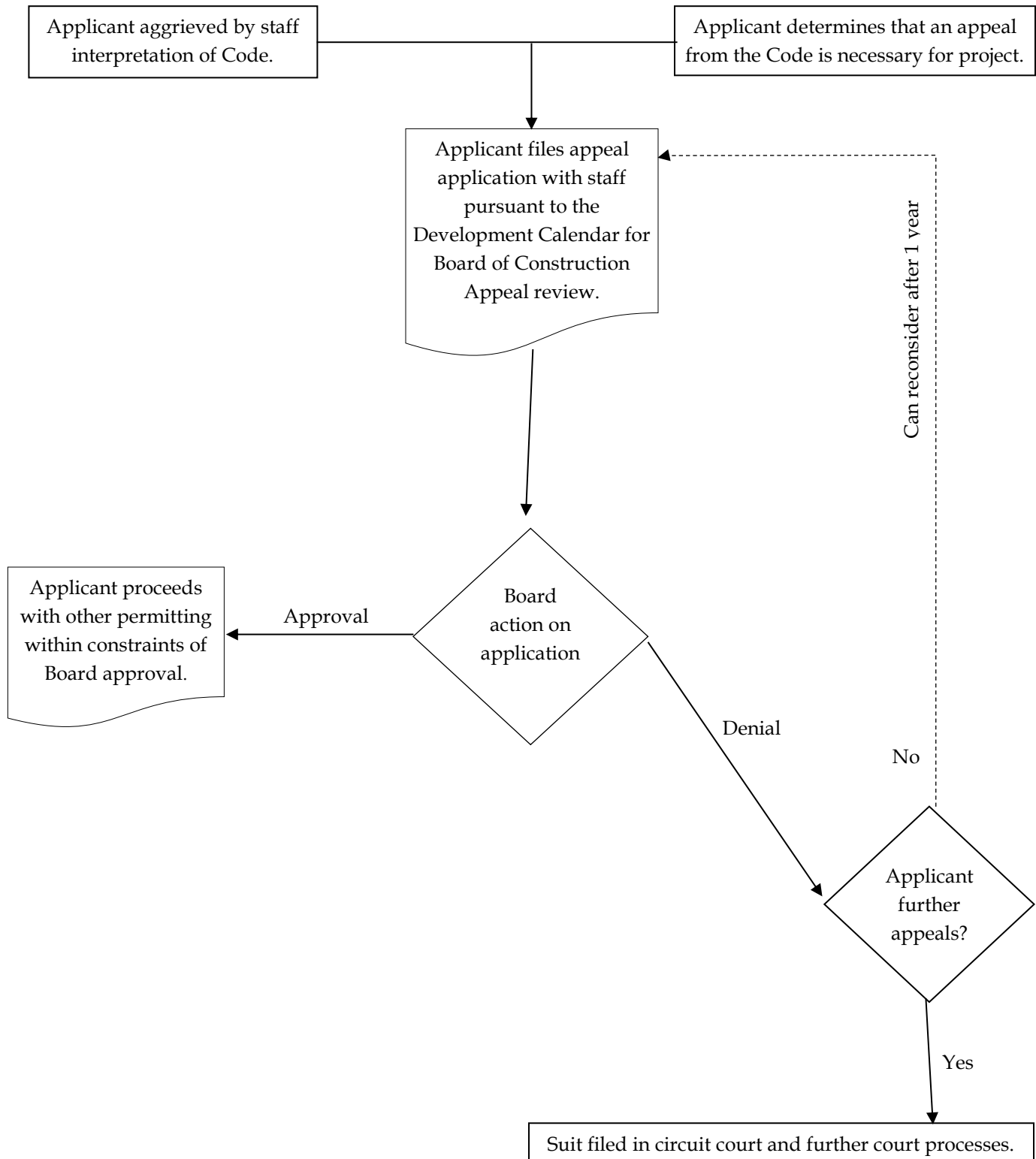
Construction Appeal Process 2

Construction Appeal Application..... 3

Board of Construction Appeals Hearing Procedures 5

Please fill out the Application completely, supplying the necessary information and documentation to support your request. Your application will not be processed until the application is completed and the required legible documentation is provided.

Construction Appeal Process



Construction Appeal Application



Please fill out this form completely, supplying the necessary information and documentation to support your request. Your application will not be processed until the application is completed and the required documentation is provided. All application fees are non-refundable.

Fee: \$200.00 per request

PRIMARY CONTACT (select one):

☐ Applicant / Agent

☐ Owner

PROPERTY INFORMATION

Property Address:		Parcel #:	
Lot:	Block:	Subdivision:	Current Zoning:

PROPERTY OWNER INFORMATION

OWNER CERTIFICATION: By my/our signature below, I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application. I/we have read this application and consent to its filing. Further, I/we authorize the agent listed below to represent me/us in proceedings with the City of Bella Vista regarding this application. (See reverse for additional acknowledgements)

Name:	Property Owner Signature:		
Mailing Address:	City:	State:	Zip:
Phone:	Email:		

APPLICANT / AGENT INFORMATION

APPLICANT / AGENT ACKNOWLEDGEMENT: By my signature below, I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval. (See reverse for additional acknowledgements)

Name:	Applicant/Agent Signature:		
Mailing Address:	City:	State:	Zip:
Phone:	Email:		

This application is not valid unless signatures on both the front and back of this form have been provided.

FOR OFFICE / REVIEW USE ONLY

Application Date:	How Paid: ☐ Cash ☐ Check ☐ Plastic	Board of Appeals	
Reviewer:	File #:	Zoning:	Board Date:
Permit #:	Permit Fees:	Receipt #	Board Action:

APPLICATION CHECKLIST

☐	1. A completed application with appropriate fee. Applications will not be processed unless all of the required items are provided and the fee is paid.
☐	2. A letter addressed to the Board of Construction Appeals including the interpretation claimed, the reason for which the permit is sought, and the grounds by which it is claimed that the exception should be granted.
☐	3. Plot plan drawn to engineer scale showing the requested exception along with all relevant information, including the exceptional condition or the situation of the property which causes the exceptional practical difficulty or undue hardship for which relief is being sought.
☐	4. Any additional information that conveys the exceptional hardship on the property including photos, maps, etc.

ACKNOWLEDGEMENTS

1. <i>Fees:</i> The fee for any appeal or application to the Board of Construction Appeal is non-refundable.	
2. <i>Effect of Appeals:</i> An appeal shall stay all proceedings of the action appealed from, unless the person affected by such appeal certifies to the Board of Construction Appeals that, by reasons of facts stated in the certification, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board or a court of record on application, and notice to the person from whom the appeal was taken.	
3. <i>Time Limits on Permits:</i> Applicants must start or establish the uses of lands, structures, or buildings within 180 days from the date of approval or the exception will become null and void.	
4. <i>Reconsideration:</i> If a request is denied, it shall not be reconsidered by the Board of Construction Appeals within one year from the date of denial of the exception. The resubmission must meet all requirements for an exception request and shall be a different request.	
5. <i>Appeals from Board of Construction Appeals:</i> Any person or persons, or any board, taxpayer, department, board or bureau of the City aggrieved by any decision of the Board of Construction Appeals may seek review by a court of record of such decision, in the manner provided by the laws of the State of Arkansas.	
6. I hereby acknowledge that I have read and understand the provided information on page five of this application package.	
Owner /Agent Signature:	Date:

This application is not valid unless signatures on both the front and back of this form have been provided.

Construction Appeal Hearing Procedures



Applicants shall appear in his or her own behalf or be represented by agent or attorney at the hearing. In the absence of any appearance by the applicant, agent, or attorney, the Board will proceed to dispose of the matter on the record before it. In such cases as the Board feels necessary, an application may be deferred until the next regular meeting if not represented.

The order of the hearing, and allowed speaking times, shall be as follows:

1. Applicant's side of the case, with fifteen (15) minutes to speak;
2. Building Official's side of the case, with ten (10) minutes to speak; and
3. Applicant's rebuttal, with ten (10) minutes to speak.

An applicant *may withdraw his or her application or appeal at any time prior to the decision* of the Board. After the hearing but *prior to deliberations on each case*, the Board reserves the right to defer action on the case until the next regularly scheduled meeting, if necessary. After the hearing, the Board shall deliberate the case and reach a final decision.

Please be advised that the Board of Construction Appeals may not grant an exception until the Applicant demonstrates **at least ONE** of the following review criteria:

1. Special conditions and circumstances exist which are peculiar to only this structure or building and not to any other; or
2. Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties under the Code; or
3. Special conditions and/or circumstances do not result from the actions of the applicant and if they do, what the conditions and/or circumstances are; or
4. The reasons set forth in the exception application justify the granting of the exception will be in harmony with the spirit, general purpose, and intent of this Code; or
5. The reasons set forth in the application are the minimum that will make possible the reasonable use of the building or structure.

In no circumstance shall the Board of Construction Appeals grant an exception that:

- a) Is injurious to the neighborhood or otherwise detrimental to the public health, safety, and welfare; or
- b) Removes the obligations of the applicant to meet all other applicable codes, ordinances, laws, or statutes.
- c) Is contrary to the intent of the Code.

In granting any exception, the board of construction appeals may prescribe additional appropriate conditions and safeguards that it deems necessary or desirable. If an application is approved by the Board, all necessary permits for the initiation of work must start work within 180 days of approval or the exception will be null and void. Otherwise, the Board approval of the application will be considered void at the end of time allowed under the respective Ordinances.

The final decision on any appeal to the Board of Construction Appeals shall be in the form of a resolution approved by a quorum of the Board and shall contain findings of fact or conclusions of law.

Construction Appeal Application Package



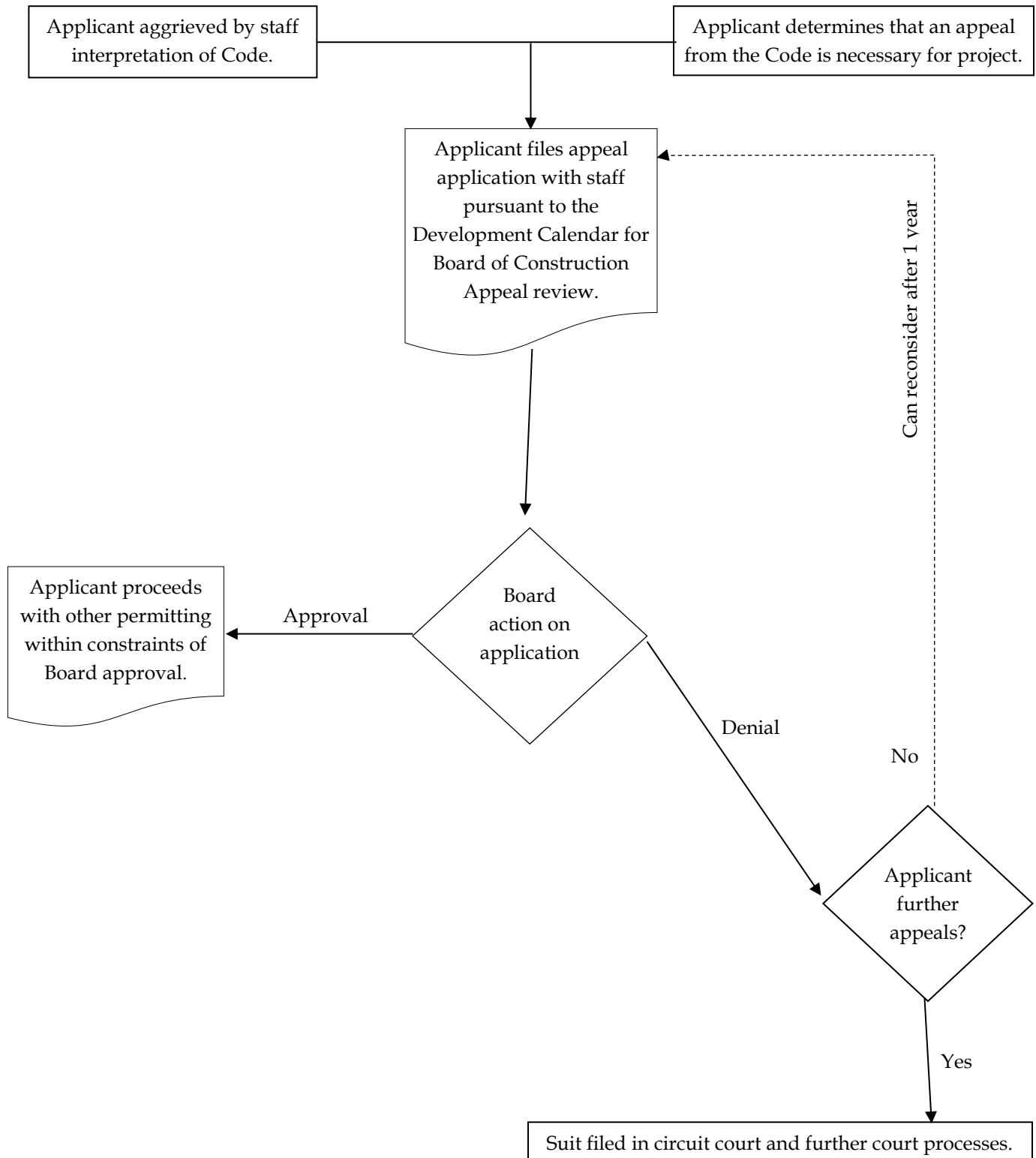
Construction Appeal Process 2

Construction Appeal Application..... 3

Board of Construction Appeals Hearing Procedures 5

Please fill out the Application completely, supplying the necessary information and documentation to support your request. Your application will not be processed until the application is completed and the required legible documentation is provided.

Construction Appeal Process



Construction Appeal Application



Please fill out this form completely, supplying the necessary information and documentation to support your request. Your application will not be processed until the application is completed and the required documentation is provided. All application fees are non-refundable.

Fee: \$0.00 per request

PRIMARY CONTACT (select one):

☐ Applicant / Agent

☐ Owner

PROPERTY INFORMATION

Property Address:		Parcel #:	
Lot:	Block:	Subdivision:	Current Zoning:

PROPERTY OWNER INFORMATION

OWNER CERTIFICATION: By my/our signature below, I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application. I/we have read this application and consent to its filing. Further, I/we authorize the agent listed below to represent me/us in proceedings with the City of Bella Vista regarding this application. (See reverse for additional acknowledgements)

Name:	Property Owner Signature:		
Mailing Address:	City:	State:	Zip:
Phone:	Email:		

APPLICANT / AGENT INFORMATION

APPLICANT / AGENT ACKNOWLEDGEMENT: By my signature below, I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval. (See reverse for additional acknowledgements)

Name:	Applicant/Agent Signature:		
Mailing Address:	City:	State:	Zip:
Phone:	Email:		

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FOR OFFICE / REVIEW USE ONLY

Application Date:	How Paid: ☐ Cash ☐ Check ☐ Plastic	Board of Appeals	
Reviewer:	File #:	Zoning:	Board Date:
Permit #:	Permit Fees:	Receipt #	Board Action:

APPLICATION CHECKLIST	
☐	1. A completed application with appropriate fee. Applications will not be processed unless all of the required items are provided and the fee is paid.
☐	2. A letter addressed to the Board of Construction Appeals including the interpretation claimed, the reason for which the permit is sought, and the grounds by which it is claimed that the exception should be granted.
☐	3. Plot plan drawn to engineer scale showing the requested exception along with all relevant information, including the exceptional condition or the situation of the property which causes the exceptional practical difficulty or undue hardship for which relief is being sought.
☐	4. Any additional information that conveys the exceptional hardship on the property including photos, maps, etc.

ACKNOWLEDGEMENTS	
1. <i>Fees:</i> The fee for any appeal or application to the Board of Construction Appeal is non-refundable.	
2. <i>Effect of Appeals:</i> An appeal shall stay all proceedings of the action appealed from, unless the person affected by such appeal certifies to the Board of Construction Appeals that, by reasons of facts stated in the certification, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board or a court of record on application, and notice to the person from whom the appeal was taken.	
3. <i>Time Limits on Permits:</i> Applicants must start or establish the uses of lands, structures, or buildings within 180 days from the date of approval or the exception will become null and void.	
4. <i>Reconsideration:</i> If a request is denied, it shall not be reconsidered by the Board of Construction Appeals within one year from the date of denial of the exception. The resubmission must meet all requirements for an exception request and shall be a different request.	
5. <i>Appeals from Board of Construction Appeals:</i> Any person or persons, or any board, taxpayer, department, board or bureau of the City aggrieved by any decision of the Board of Construction Appeals may seek review by a court of record of such decision, in the manner provided by the laws of the State of Arkansas.	
6. I hereby acknowledge that I have read and understand the provided information on page five of this application package.	
Owner /Agent Signature:	Date:

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Construction Appeal Hearing Procedures



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The order of the hearing, and allowed speaking times, shall be as follows:

1. Applicant's side of the case, with fifteen (15) minutes to speak;
2. Building Official's side of the case, with ten (10) minutes to speak; and
3. Applicant's rebuttal, with ten (10) minutes to speak.

An applicant *may withdraw his or her application or appeal at any time prior to the decision* of the Board. After the hearing but *prior to deliberations on each case*, the Board reserves the right to defer action on the case until the next regularly scheduled meeting, if necessary. After the hearing, the Board shall deliberate the case and reach a final decision.

Please be advised that the Board of Construction Appeals may not grant an exception until the Applicant demonstrates **at least ONE** of the following review criteria:

1. Special conditions and circumstances exist which are peculiar to only this structure or building and not to any other; or
2. Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties under the Code; or
3. Special conditions and/or circumstances do not result from the actions of the applicant and if they do, what the conditions and/or circumstances are; or
4. The reasons set forth in the exception application justify the granting of the exception will be in harmony with the spirit, general purpose, and intent of this Code; or
5. The reasons set forth in the application are the minimum that will make possible the reasonable use of the building or structure.

In no circumstance shall the Board of Construction Appeals grant an exception that:

- a) Is injurious to the neighborhood or otherwise detrimental to the public health, safety, and welfare; or
- b) Removes the obligations of the applicant to meet all other applicable codes, ordinances, laws, or statutes.
- c) Is contrary to the intent of the Code.

In granting any exception, the board of construction appeals may prescribe additional appropriate conditions and safeguards that it deems necessary or desirable. If an application is approved by the Board, all necessary permits for the initiation of work must start work within 180 days of approval or the exception will be null and void. Otherwise, the Board approval of the application will be considered void at the end of time allowed under the respective Ordinances.

The final decision on any appeal to the Board of Construction Appeals shall be in the form of a resolution approved by a quorum of the Board and shall contain findings of fact or conclusions of law.



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Taylor Robertson, Planning and Development Director	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FOURTH AMENDED TRAIL MAINTENANCE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

AGENDA ITEM # X.K

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FOURTH AMENDED TRAIL MAINTENANCE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

BACKGROUND

Due to an expected continued decrease in *private* volunteer programming, the City and POA have prepared for a possible increase in soft surface trail maintenance costs for 2025. Both entities have budgeted \$90,000 each in their trail maintenance budgets. City Council approved this budgeted item at the December meeting while approving the City Budget. However, the maintenance agreement now needs updated to reflect the budget. The current maintenance agreement notes a limit of 70,000 for each party (\$140,000 total). The attached agreement shows an update to \$90,000 for each party (\$180,000 total).

It is vital that trail maintenance continues at an acceptable rate and performance to promote public safety for residents and visitors who explore one of our greatest assets in Bella Vista, our trail system. Additionally, a continued partnership with the POA is integral to our unique set up in Bella Vista to best serve our residents.

RECOMMENDATION

Staff recommends approval of this request.

FISCAL IMPACT

None. It's already in the 2025 Budget.

ATTACHMENTS

1. 2024 Amended Trails Maintenance Agreement (002)

City of Bella Vista, Arkansas
City Hall

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

Please Recycle!

2. Resolution Fourth Amended Trails Maintenance

2024 AMENDED TRAILS MAINTENANCE AGREEMENT

This TRAILS MAINTENANCE AGREEMENT executed this _____ day of _____, 20_____, hereinafter called the “Agreement” between the City of Bella Vista, Arkansas, a municipal corporation, hereinafter called the “City” and Bella Vista Village Property Owners Association, Inc., hereinafter called the “POA”, collectively hereinafter called the “parties”:

WITNESSETH:

IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

1. The City and the POA hereby agree to provide a maximum of \$90,000.00 each year (\$180,000.00 total per year) for the duration of this Agreement toward expenses related to the maintenance and upkeep of a trail system in Bella Vista, the initial construction of which is being funded by a grant to the NWA Trailblazers. The trail system will be constructed on property owned by the POA and Cooper Communities, Inc., with the POA granting a license via a separate written and recorded license agreement to the City permitting access to POA-owned property and its use for the general public as guests of the POA. It is the intent of the parties to provide the general public with access to the trail system. If the POA, at any time during the term of this Agreement, restricts access to the trail system, the City may elect to terminate this Agreement with no further financial obligation. The trail system will be established in general accord with the master trail plan adopted by the City in 2015.
2. Maintenance and upkeep expenses, up to the maximum amount provided herein, shall be shared on a fifty percent-fifty percent basis between the City and the POA for the entirety of the trail system in the City. The POA shall handle maintenance requests and procure maintenance services. Including maintenance expenses incurred as a result of services provided by a third party, the POA will invoice the City a fifty percent share of the incurred maintenance expense within thirty (30) days of the date said expense is incurred, with said invoice being due and payable to the POA within thirty days of City receipt. Maintenance services provided by the POA by its own employees and/or equipment shall be billed to the City on a fifty percent basis pursuant to a fee schedule which is attached to this Agreement as Exhibit “A” and incorporated herein as if set out word for word.
3. The City shall provide a mechanism whereby public reports of the need for trail maintenance shall be handled and forwarded to the POA or the POA’s third-party maintenance contractor for repairs to be made.

4. In the circumstance where disaster relief funding through either the Federal Emergency Management Agency (FEMA) or another appropriate federal or state agency becomes available to the City for the repair or maintenance of the trail system needed as a result of a natural or other disaster, said funding shall be used for said repairs and not offset by a fifty percent reimbursement by the POA to the City. If funding provided to the City is not sufficient to cover all costs related to any such disaster, any additional costs incurred by the POA shall be invoiced to the City as provided for herein.
5. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. The jurisdiction and venue of any legal dispute arising under the terms of this Agreement shall be the Circuit Court of Benton County, Arkansas.
6. This Agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof.
7. This Agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. This Agreement may be modified only by a duly executed written instrument signed by the authorized representatives of the City and the POA.
9. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the POA and the City.
10. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance and shall not be construed as a general waiver of any other remedies available for breaches by either party.
11. Obligations provided by this Agreement shall become effective upon the public opening of trails constructed via funding to the NWA Trailblazers. This Agreement shall be and remain in effect until such time as the POA grant of a license for the trail system to the City terminates.

IN WITNESS WHEREOF, the City and the POA have executed this Trails Maintenance Agreement on or as of the date first written above.

CITY OF BELLA VISTA

**BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.**

By: _____
Mayor

By: _____
General Manager or Authorized Agent

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____

Schedule A

Total Annual Cost. The total annual cost of this Agreement shall in no event exceed forty-five thousand dollars (\$45,000.00) for each party, without prior written consent of both the City and the POA.

Payment Rates. Payment under this Agreement shall be calculated based on actual work performed and shall include all taxes, insurance, contributions, assessments and benefits. Travel time to and from the work site shall not be considered time worked. The following wage and equipment rates shall apply for the duration of this Agreement unless otherwise agreed to by written consent of both the City and the POA.

<u>Position</u>	<u>Hourly Rate</u>
Laborer	\$15.72
Supervisor	\$22.97
Electrician	\$31.22
Superintendent	\$38.15

<u>Equipment</u>	<u>Hourly Rate</u>
Dump Truck	\$43.00
Utility Truck, One-ton	\$68.00
Backhoe w/ trailer	\$34.00
Quick Cut Saw	\$6.95
Air Compressor	\$6.95
Tamper	\$8.00
Trackhoe	\$35.00
Skid Steer	\$22.00

Material Cost. The cost of any materials and supplies required for routine maintenance shall be accounted for separately on any invoice submitted to the City. The POA may provide original invoices of materials and supplies with any request for payment, if requested by the City.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A
FOURTH AMENDED TRAIL MAINTENANCE AGREEMENT WITH
BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

**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 Fourth Amended Trail Maintenance Agreement with Bella Vista Village Property Owners Association, Inc. A copy of the Amendment is attached to this Resolution as if set out word for word herein.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Taylor Robertson, Planning and Development Director	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO RESTATED LIMITED TERMINABLE LICENSE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC., FOR PURPOSES OF FACILITATING AN ADDITION TO THE PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY

AGENDA ITEM # X.L

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO RESTATED LIMITED TERMINABLE LICENSE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC., FOR PURPOSES OF FACILITATING AN ADDITION TO THE PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY

BACKGROUND

Under new leadership, an audit commenced in Fall of 2024 regarding the license history and records of our trail system. This license agreement update is the outcome of that audit and is supplemental to the maintenance agreement update. Staff would prefer they be approved at the same time for record keeping purposes.

RECOMMENDATION

Staff recommends approval of this resolution.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution Restated Trails License
2. Restated Limited Terminable License Agreement (1.14.25)
3. EXHIBIT A Restated Limited Terminable License Agreement
4. Supporting Document Map Trails License

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
RESTATED LIMITED TERMINABLE LICENSE AGREEMENT WITH
BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,
FOR PURPOSES OF FACILITATING AN ADDITION TO THE PUBLIC
RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY**

**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 Restated Limited Terminable Trail License Agreement with Bella Vista Village Property Owners Association, Inc. for purposes of facilitating an addition to the public recreational trail system throughout the City. A copy of the Restated License Agreement is attached to this Resolution as if set out word for word herein.

ADOPTED this _____ day of _____, 2025.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney

RESTATED LIMITED TERMINABLE LICENSE AGREEMENT

THIS RESTATED LIMITED TERMINABLE LICENSE AGREEMENT (the “**Agreement**”) entered into by and between the Bella Vista Village Property Owners Association, an Arkansas nonprofit corporation (herein “**Licensor**”) and the City of Bella Vista, Arkansas (herein “**Operator Licensee**”).

WITNESSETH:

WHEREAS, Licensor is the owner of certain parcels of land located in Benton County, Arkansas, as more particularly identified in Exhibit “A”, which is attached hereto and incorporated herein by reference (“**Real Property**”); and

WHEREAS, by previous agreement, Licensor has permitted the construction of natural surface trails on the Real Property intended to be open to the general public for the purpose of pedestrian walking, hiking, jogging, cycling and other human-propelled uses (the “**Trails**”); and

WHEREAS, Operator Licensee has requested permission to operate and maintain those Trails for the purposes stated immediately above; and

WHEREAS, the Operator Licensee’s actions on the License Area (hereafter defined) will result in considerable benefit to Licensor’s members and the surrounding community by creating and operating an additional recreational amenity; and

WHEREAS, Licensor is willing to license the operation and maintenance of the Trails by the Operator Licensee under certain conditions and restrictions which are set forth herein.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **LICENSE AREA**. By previous agreement, Licensor has permitted the location and construction of the Trails on those portions of the Real Property as described in Exhibit “B”, which is attached hereto and incorporated herein by reference (“**License Area**”), and subject to the terms and conditions of this License.

2. **OPERATION LICENSE**. Subject to the terms and conditions stated herein, Licensor hereby grants to Operator Licensee the right, obligation, and license to operate, maintain, and repair the License Area (“**Operation License**”), and, in connection therewith, Operator Licensee and Licensor have contemporaneously entered into a Trails Maintenance Agreement. Necessary maintenance and repair of the Trails shall be performed in a reasonable and timely manner and Operator Licensee and Licensor shall make reasonable efforts to comply with the standards set forth in the International Mountain Biking Association (IMBA) “Soft Surface Trails Maintenance Manual” dated October 2015. Compliance with any future revisions to such standards shall be subject to the prior approval of all parties to this Agreement.

3. PURPOSE OF OPERATION LICENSE. The License Area shall be used by members of Licensors and by the general public as guests of Licensors without charge but only for pedestrian walking, hiking, jogging, cycling, and other human-propelled uses. The License Area shall not be used for motorized conveyances of any kind, other than as may be appropriate to provide access for motorized vehicles for emergency or maintenance purposes. This Operation License shall not be construed as an easement for utilities of any kind, nor may Operator Licensee grant or exercise such rights. In particular, this Operation License may not be used for buried pipes or cables or electric lines or overhead lines or poles of any kind (except to the extent such items are utilized in the development of the Trails themselves, for example, lighting). This Operation License may not be transferred by the Operator Licensee to any non-governmental entity nor to any other entity without Licensors' prior written consent which may be withheld at the sole discretion of Licensors.

4. USE. Neither the License Area nor any part thereof shall be used, or permitted to be used, by the Operator Licensee for any purpose other than as provided herein, without the prior written consent of the Licensors, which consent may be withheld in the Licensors' sole discretion.

5. RECREATIONAL USE STATUTE. The intended use of the License Area stated herein shall be governed by Ark. Code Ann. §§ 18-11-301 *et seq.* and nothing herein shall be construed to be an admission of liability by any party to this Agreement.

6. TERM OF OPERATION LICENSE. The Operation License (a) is granted for a primary term of twenty-five (25) years from the date of this Agreement, and (b) may be renewed by Operator Licensee for an additional term of ten (10) years (the "**Initial Renewal Term**") upon not less than six (6) months' prior notice to Licensors, and (c) shall thereafter automatically renew for additional ten (10) year terms unless otherwise assigned or terminated in accordance with the provisions of this Agreement. In the event either party decides to terminate the License upon expiration of the Initial Renewal Term or thereafter, such party shall provide not less than six (6) months' prior notice to the other party. In the event of termination of the License for any reason, Licensors agree to make the Trails available for use by the general public thereafter on such fee or other basis as it may reasonably determine.

7. TERMINATION OF OPERATION LICENSE. If, at any time, (i) the Operator Licensee fails or refuses to comply with or carry out the covenants or conditions contained herein, or (ii) uses the License Area for a continuous time period of six (6) months for any other purpose than use by the general public for pedestrian walking, hiking, jogging, cycling and other human propelled uses, Licensors may terminate the Operation License at any time upon written notice to the Operator Licensee. If the Operator Licensee elects to abandon or release its interest in this License, it shall provide sixty (60) days' advance written notice thereof to Licensors.

8. LICENSOR USE. Licensors retain the right to use the Real Property in any manner not inconsistent with the rights herein granted to Operator Licensee provided, however, that the Licensors shall not disturb, damage or restrict access to the License Area during the term of the Operation License.

9. LIENS. Operator Licensee shall not permit to be placed against the Real Property, or any part thereof, any design professionals', mechanics', materialmen's, contractor's or subcontractors' liens with regard to the Operator Licensee's actions upon the Real Property or License Area and respectively agree to hold the Licensor harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Real Property, or any part thereof, during the term of the Operation License.

10. OPERATION LICENSE AMENDMENT. The Operation License may be amended at any time by written agreement of the Licensor and the Operator Licensee. All amendments to the Operation License shall be binding upon the parties despite any lack of additional legal consideration, so long as the same shall be in writing and executed by the parties.

11. SUCCESSORS AND ASSIGNS. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Licensor and Operator Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

12. WAIVER. The waiver by Licensor of the performance of any covenant or condition under this Agreement shall neither invalidate this Agreement nor be considered a waiver by Licensor of any other covenant or condition under this Agreement.

13. SEVERABILITY. In the event any of the provisions, or portions thereof, of this Agreement is held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

14. APPLICABLE LAWS. Operator Licensee shall comply with all applicable laws and regulations now in effect or hereafter enacted or promulgated pertaining to the use of the License Area.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the above matters and supersedes any other written or oral agreements or understandings between Licensor and Operator Licensee.

16. GOVERNING LAW. This Agreement and the rights and obligations of the parties shall be governed by, construed, and enforced in accordance with the laws of the State of Arkansas.

[Signature Page Follows]

EFFECTIVE as of the _____ day of _____, 2025.

BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION, INC., Licensors

By: _____
Tom Judson, President

CITY OF BELLA VISTA, ARKANSAS,
Operator Licensee

By: _____
John Flynn, Mayor

ACKNOWLEDGMENT

[illegible]

On this _____ day of _____ 2025, before me _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **TOM JUDSON** and **JESSICA MCCRARY** (being the person or persons authorized by said corporation, to execute such instrument, stating their capacities in that behalf), to me personally well known who stated that they were the President and Secretary of the Bella Vista Village Property Owners Association, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and 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 set forth.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this ____ day of _____, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

[illegible]

On this _____ day of _____, 2025, before me _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JOHN FLYNN** (being the person or persons authorized by the City of Bella Vista to execute such instrument, stating their capacity in that behalf, to me personally well known who stated that they were the Mayor of the City of Bella Vista, and was duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Bella Vista, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this ____ day of _____, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Exhibit “A”

Parcels Owned by Licenser

Exhibit “B”

For purposes of operating and maintaining the Trails, the License Area as defined in this Agreement shall include an area extending twenty (20) feet from the center line on both sides of the center line of the constructed and currently existing Trails.

Exhibit A

	FID	Network	Segment/Description	PARCELID
Not Covered	2	Little Sugar	Tunnel Vision 2	16-03464-002
	3	The Back 40	Summit School	16-04239-000
	4	The Back 40	Summit School	16-04210-000
	5	The Back 40	Summit School	16-04209-000
	8	Little Sugar	Lago Vista	16-10465-000
	9	The Back 40	SBAT	16-13119-000
	12	Little Sugar	Tunnel Vision 2	16-19812-000
	15	Little Sugar	Tunnel Vision 3	16-26235-000
	20	Little Sugar	Tunnel Vision 3	16-31974-000
	35	Little Sugar	Tunnel Vision 7	16-70260-003
	46	Little Sugar	Tunnel Vision 7	16-70226-000
	52	Blowing Springs	Sunrise Vista	16-01275-000
	68	Little Sugar	Bamboozled	16-01944-001
	69	Little Sugar	Bamboozled	16-01944-000
	73	Little Sugar	Tunnel Vision 6	16-02883-000
	77	Little Sugar	Play Thru	16-03114-000
	82	Little Sugar	Tunnel Vision 2	16-03464-001
	87	Little Sugar	Tavistock Canyon	16-04084-000
	88	Little Sugar	Down Under	16-03952-001
	91	The Back 40	Summit School	16-04335-001
	101	Blowing Springs	Sunrise Vista	16-04625-000
	103	Little Sugar	Tunnel Vision 1	16-04697-000
	105	Little Sugar	Bamboozled	16-04727-001
	108	The Back 40	Mulligan	16-05173-001
	116	The Back 40	71 Bluff	16-05459-001
	117	The Back 40	71 Bluff	16-05459-000
	119	Little Sugar	Tunnel Vision 3	16-05780-000
	120	Little Sugar	Tunnel Vision 7	16-05643-000
	123	The Back 40	Back 40 Loop	16-06125-001
	126	Little Sugar	Tunnel Vision 3	16-06301-000
	148	Little Sugar	Tunnel Vision 3	16-07828-000
	150	Little Sugar	Tunnel Vision 2	16-08095-000
	155	Little Sugar	Tunnel Vision 7	16-08504-002
	156	Little Sugar	Tunnel Vision 7	16-08504-000
	159	Little Sugar	Bamboozled	16-08271-000
	162	The Back 40	Back 40 Loop	16-08658-001
	163	The Back 40	Back 40 Loop	16-08658-000
	174	Little Sugar	Tunnel Vision 5	16-09536-000
	182	Blowing Springs	Cooper Connector	16-09814-000
	184	Little Sugar	Tunnel Vision 2	16-09774-001
	185	Little Sugar	Land Line	16-09774-000
	198	Little Sugar	Lago Vista	16-10481-001
	199	Little Sugar	Lago Vista	16-10481-000
	203	The Back 40	71 Bluff	16-10342-000

207 Little Sugar	Tweety Bird; Land Line	16-10894-000
216 Little Sugar	Tunnel Vision 5	16-11051-000
217 Little Sugar	Tunnel Vision 3	16-11622-000
218 Little Sugar	Tunnel Vision 3	16-11621-000
232 Little Sugar	Danger Will Robinson; Sugar Bridge	16-12448-000
242 Little Sugar	Down Under Loop	16-13380-000
251 Little Sugar	Land Line	16-14092-000
260 Little Sugar	Tunnel Vision 3	16-15132-000
280 Little Sugar	Tunnel Vision 5	16-16318-001
286 Little Sugar	Land Line	16-16608-000
297 Little Sugar	Land Line	16-16916-000
300 The Back 40	71 Bluff	16-17467-000
340 Little Sugar	Tunnel Vision 2	16-19815-001
347 Little Sugar	Down Under Loop	16-20419-000
350 Little Sugar	Tunnel Vision 5	16-20543-000
353 Little Sugar	Up Hill Both Ways	16-20828-000
370 The Back 40	Mulligan	16-21433-000
372 Little Sugar	Tunnel Vision 3	16-21360-000
382 Little Sugar	Up Hill Both Ways	16-22391-000
401 Little Sugar	Tunnel Vision 5	16-23479-001
403 Little Sugar	Tunnel Vision 5	16-23478-000
409 Little Sugar	Land Line	16-24215-000
416 Little Sugar	Tunnel Vision 3	16-24689-001
417 Little Sugar	Tunnel Vision 3	16-24689-000
439 Little Sugar	Tunnel Vision 3	16-25208-000
442 Little Sugar	Bamboozled	16-25580-000
443 Little Sugar	Tunnel Vision 7	16-25605-002
444 Little Sugar	Play Thru	16-25604-001
445 Little Sugar	Play Thru	16-25604-000
447 The Back 40	Back 40 Loop	16-25877-000
449 Blowing Springs Trails	Sunrise Vista	16-25869-000
454 Little Sugar	Tunnel Vision 3	16-26264-001
455 Little Sugar	Tunnel Vision 3	16-26263-000
457 Little Sugar	Tunnel Vision 3	16-26455-000
475 Little Sugar	Tunnel Vision 5	16-27550-000
485 Little Sugar	Bamboozled	16-28298-000
494 Little Sugar	Lago Vista	16-29026-001
497 Little Sugar	Lago Vista	16-29026-000
505 Little Sugar	Tunnel Vision 5	16-29448-000
521 Little Sugar	Tunnel Vision 4	16-30707-001
522 Little Sugar	Tunnel Vision 4	16-30706-000
531 Little Sugar	Tunnel Vision 3	16-31075-001
536 Little Sugar	Up Hill Both Ways	16-31139-001
537 Little Sugar	Up Hill Both Ways	16-31139-000
539 Little Sugar	Down Under Loop	16-31367-000
540 Little Sugar	Up Hill Both Ways	16-31681-000
543 Little Sugar	Tunnel Vision 2	16-31932-001

	569	Little Sugar	Tunnel Vision 7	16-33056-000
	570	The Back 40	Back 40 Loop	16-33404-001
	574	Little Sugar	Technical Difficulty	16-34062-000
	651	Little Sugar	Tunnel Vision 4	16-39775-000
	661	Little Sugar	Snacks Attack	16-40221-900
	668	Little Sugar	Tunnel Vision 5	16-40272-000
	678	Little Sugar	Tunnel Vision 4	16-40406-000
	683	Little Sugar	Lago Vista	16-40601-000
	686	Little Sugar	Multiple trails	16-40489-000
	690	Little Sugar	Tunnel Vision 6	16-40698-001
	715	Little Sugar	Bamboozled	16-70265-001
	717	Little Sugar	Lago Vista	16-70263-000
	721	The Back 40	71 Bluff	16-70254-004
	723	Little Sugar	Danger Will Robinson; Sugar Bridge	16-70254-002
	724	Little Sugar	Sugar Bridge	16-70254-000
	739	Little Sugar	Tunnel Vision 2	16-70323-005
	740	Little Sugar	Tunnel Vision 2	16-70323-002
	743	Little Sugar	Tunnel Vision 3	16-70320-000
	753	Little Sugar	Tunnel Vision 7	16-70222-005
	772	Little Sugar	Tunnel Vision 7	16-70224-019
		Little Sugar	Tunnel Vision 4	16-32006-000
		Little Sugar	Tunnel Vision 4	16-26850-001
		Little Sugar	Tunnel Vision 4	16-31075-000
		Little Sugar	Tunnel Vision 4	16-05780-001
		Little Sugar	Huntley Gravity	16-33111-000
		Little Sugar	Lago Vista	16-12026-001
		Little Sugar	Lago Vista	16-12025-001
		Little Sugar	Tunnel Vision	16-70203-000
		Little Sugar	Lago Vista	16-70282-001
		Little Sugar	Tunnel Vision	16-28061-000
Already Covered	OG	Original Back 40	Back 40 Original Agreement	16-02068-000
				16-02103-000
				16-02200-001
				16-04335-000
				16-04464-000
				16-06125-000
				16-06676-000
				16-08658-000
				16-09149-000
				16-36096-000
				16-15921-000
				16-16198-000
				16-16476-000
				16-18109-000
				16-18470-000
			16-19517-000	
			16-20633-000	

16-21933-000
16-22100-000
16-22202-000
16-22671-000
16-22587-000
16-22941-000
16-23885-000
16-24505-000
16-25392-000
16-26009-000
16-26368-000
16-36215-000
16-27142-000
16-27754-000
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Og	Greenway	Blowing Springs Greenway	16-33949-000
			16-43407-000
			16-40236-001
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			16-70331-001
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			16-11101-001
			16-20953-000
			16-20950-001
1st	Back 40	2018 Soft Surface Trail Expansion Aug-18	16-31042-000
			16-02068-000
			16-02103-000
			16-02105-001
			16-02200-001
			16-02200-002
			16-03725-000
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16-22202-000
16-22587-000
16-22671-000
16-22744-000
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16-23885-000
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16-26009-000
16-26009-002
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		16-38496-001
		16-70245-000
		16-77985-000
		16-77993-000
		16-78021-000
		16-99999-999
2nd	Trailheads	Buckingham TH
	Mar-20	Lake Ann TH
		Bear Hollow TH
		Scotsdale TH
		Street Department TH
		London Tower TH
		Riordan Hall TH
		Tower TH
		Mefield TH
		Mulligan TH
		Blowing Springs North TH
		Blowing Spring South TH
		Tweety Bird TH
3rd	Back 40	2021 Connector Trails
	Feb-21	
4th	Back 40 Trailheads	Lake Ann/Pinion Creek Trailhead
	July 2021;March 2022	Back 40/Snowbird Trailhead
		Rillington Trailhead
5th	Back 40/Little Sugar	2022 Connector Trails

Feb-22

16-40236-001

16-70324-000

16-31932-000

16-11453-000

16-70316-000

16-33111-000

6th Little Sugar

2023 Connector Trails

16-03464-003

Aug-23

16-03465-000

16-70323-003

16-03463-000

16-04696-000

16-19517-000

16-14925-000

16-30210-000

16-13219-000

16-11453-000

16-16968-000

16-02105-001

18-07985-000

16-20633-000

16-12025-000

16-04726-001

16-04726-000

16-27670-000

16-31932-000

16-20677-000

16-23273-000

16-30963-000

16-24009-000

16-31014-000

16-38557-000

16-15036-000

16-15641-000

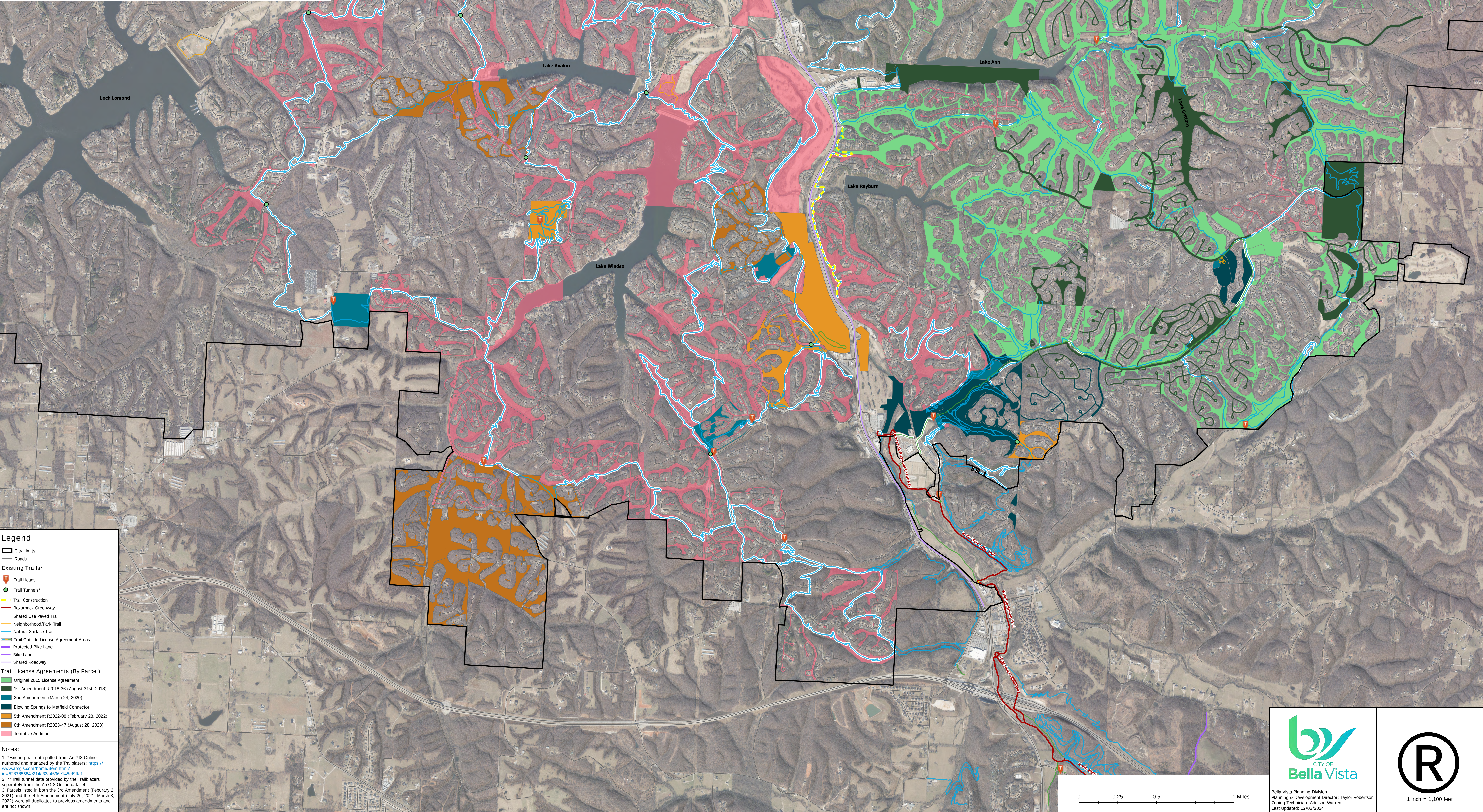
16-26850-000

16-32333-000

16-26850-000



Branchwood Nature Trail
Paved Trail at the Branchwood Recreation Center along Glasgow Road on the West Side



Legend

City Limits

Roads

Existing Trails*

Trail Heads

Trail Tunnels**

Trail Construction

Razorback Greenway

Shared Use Paved Trail

Neighborhood/Park Trail

Natural Surface Trail

Trail Outside License Agreement Areas

Protected Bike Lane

Bike Lane

Shared Roadway

Trail License Agreements (By Parcel)

Original 2015 License Agreement

1st Amendment R2019-36 (August 31st, 2018)

2nd Amendment (March 24, 2020)

Blowing Springs to Metfield Connector

5th Amendment R2022-08 (February 28, 2022)

6th Amendment R2023-47 (August 28, 2023)

Tentative Additions

Notes:
1. *Existing trail data pulled from ArcGIS Online authored and managed by the Trailblazers: <https://www.arcgis.com/home/item.html?id=320776594c2e4e3b409c445e99fa>
2. **Trail tunnel data provided by the Trailblazers separately from the ArcGIS Online dataset.
3. Parcels listed in both the 3rd Amendment (February 2, 2021) and the 4th Amendment (July 26, 2021; March 3, 2022) were all duplicates to previous amendments and are not shown.

CITY OF
Bella Vista

1 inch = 1,100 feet

Bella Vista Planning Division

Planning & Development Director: Taylor Robertson

Zoning Technician: Addison Warren

Last Updated: 12/03/2024



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Karen Hunt, Street Superintendent	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VLP AN EQUIPMENTSHARE COMPANY, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CASE BACKHOE IN THE AMOUNT OF \$140,000.00 FOR USE BY THE STREET DEPARTMENT

AGENDA ITEM # X.M

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VLP AN EQUIPMENTSHARE COMPANY, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CASE BACKHOE IN THE AMOUNT OF \$140,000.00 FOR USE BY THE STREET DEPARTMENT

BACKGROUND

The Bella Vista Street Department respectfully requests approval for the purchase of One (1) new Case Backhoe with bucket for use by the Street Department. This backhoe would be an addition to our equipment fleet for the purpose of street and street right-of-way maintenance and repair.

This piece of equipment can be purchased utilizing Sourcewell Purchasing Cooperative, which in turn has already competitively bid this item, and we the City of Bella Vista AR have been a member since 2012.

RECOMMENDATION

The Bella Vista Street Department recommends City Council approval of the bid waiver request, and authorizing the purchase of one (1) new Case Backhoe from VLP: An EquipmentShare Company, being an awarded vendor to Sourcewell Purchasing Cooperative.

FISCAL IMPACT

Funding Source: 2025 Street Department Capital Budget
Capital funds have been allocated in the Street Department 2025 budget in support of the purchase.

City of Bella Vista, Arkansas
City Hall

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

Please Recycle!

ATTACHMENTS

1. Resolution Case Backhoe VLP Sourcewell
2. Case Backhoe Specifications
3. Sales Agreement
4. Sourcewell Membership

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VLP AN EQUIPMENTSHARE COMPANY, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CASE BACKHOE IN THE AMOUNT OF \$140,000.00 FOR USE BY THE STREET DEPARTMENT

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 a contract with VLP, an Equipmentsshare Company, pursuant to a Sourcewell Cooperative purchasing agreement, for the purchase of one (1) new Case Backhoe in the amount of \$140,000.00 for use by the Street Department

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



AN
EQUIPMENTSHARE
COMPANY

5430 Hwy 43 South
Joplin, MO 64804
Phone: (417)781-8222
Fax: (417)781-2768

Bella Vista
Duane Walker

11/5/24

We offer the following for your consideration:

1 New Case 580SN WT Backhoe equipped per below specifications (In Stock Unit)

- Tier 4 Final Engine
- Four Wheel Drive
- Extendahoe
- Cab with Heat and Air Double Door
- Power Shift Transmission
- 12.5/80 x 18 Front Wheels and Tires 21L X 24 Rear Wheels and Tires
- Combo Backhoe Auxiliary Hydraulics
- Hydraulic Thumb
- Heavy Front Counterweight
- Pilot Backhoe Controls
- Flip Over Stabilizer Pads
- Air Ride Heated seat
- Operator Convenience Package (Ride Control and Comfort Steer)
- 93" 4x1 Front Loader Bucket with Bolt on Cutting Edge
- Cold Start Package, Dual Batteries With Grid Heaters
- Case Mechanical Coupler
- 18" Backhoe Bucket With Bolt on Cutting Edge
- 1 Year Unlimited Hour Full Factory Warranty
- 2 Year or 2000 Hour Engine and Powertrain Warranty

Price FOB Bella Vista AR \$137,750.00 (Sourcewell)

Add 18" Pin on Tooth Bucket \$2,250.00

VLP Joplin Mo must do all service and warranty work while the machine is under manufacture standard warranty.

Quote good Until Dec 31 Days. Subject to Prior Sale.

(Sourcewell Discounts subject to change Jan 1 2025)

If you can issue PO in December we can lock in pricing.

Thank you

Derrick Ewan

Kansas City Wichita Joplin Topeka Garden City

**VLP**AN
EQUIPMENTSHARE
COMPANY

SALES AGREEMENT

Date: 12/17/24

Order #: _____

Kansas City, MO

(816) 241-9290

(816) 241-1738 Fax

Wichita, KS

(316) 838-3346

(316) 838-0087 Fax

Joplin, MO

(417) 781-8222

(417) 781-2768 Fax

Topeka, KS

(785) 267-4345

(785) 267-0185 Fax

Garden City, KS

(620) 275-1996

(620) 275-4178 Fax

Company Name: City of Bella VistaAddress: 101 Town Center P.O. Box 5655City, State, Zip: Bella Vista, AR 72714Contact: Duane Walker Phone: 479-295-3837SHIP TO: 2471 Forest Hills BlvdBella Vista, AR 72714EMAIL: D Walker @ Bellavistaar.gov

PO#: _____

TERMS:☐ NET ON DELIVERY☐ FINANCE☐ APPROVED TERMS

Quantity	MAKE, MODEL, DESCRIPTION	Stock #	Serial No./Attach.	Cash Price Each Item
1	Case 580 SN WT Per Bid Spec	714234	5JGN58WT CRL 782535	\$140,000.00

WARRANTY: Equipment sold "As-Is" unless otherwise stated.

ADDITIONAL INFO:

Full Factory Warranty

Trade-In Equipment:

First Year Used	Hours	Make	Model	Serial No.	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of blanket liens, encumbrance, and security interests except to the extent shown below.

1. Trade Allowance \$ _____
2. _____ \$ _____
3. Less Amount Owed \$ _____
4. Net Trade Allowance, (1 - 2) \$ _____

The secured debt on the trade-in equipment is owed to:

Lender Name - 1st Lien _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Account Number _____

Payoff good through _____ Blanket Lienholder _____

By signing below, Buyer acknowledges and agrees as follows:

1. Buyer has carefully reviewed this Agreement, including the Terms and Conditions on the reverse/Page 2 hereof. This Agreement, including the Terms and conditions on the reverse side, represents the entire agreement between the parties relating to the purchase and sale of the Equipment and supersedes any prior negotiations or agreements. ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. 2. Buyer acknowledges receipt of operating manuals and instructions regarding the safe and proper use of the Equipment, and Buyer agrees to follow such manuals and instructions and use safety belts, guard rails (scaffolding) and/or other safety equipment required or recommended by the manuals and instructions. 3. To secure payment of any amounts due to Seller under this Agreement, Seller hereby retains, and Buyer hereby grants to Seller, a purchase money security interest in all Equipment sold under this Agreement and the proceeds thereof as further described in the Terms and Conditions on the reverse side. Buyer authorizes Seller to file this Agreement, or a copy thereof, as a financing statement in any filing office or offices where such filing may be required to perfect Seller's security interest in the Equipment. 4. THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER BY SELLER OR THE MANUFACTURER IS THE MANUFACTURER WARRANTY, IF ANY, AND NO ORAL REPRESENTATIONS WILL BE BINDING UPON SELLER. USED EQUIPMENT IS SOLD "AS IS" UNLESS BUYER PURCHASES A WARRANTY, IF AVAILABLE. SELLER DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT ALLOWED BY APPLICABLE LAW. 5. Past due amounts will bear interest at the lesser of 1.5% per month or the highest lawful rate. 6. This Agreement is not binding upon Seller until accepted in writing by an authorized representative of Seller.

Buyer (Authorized Signature): _____

Title: _____ Date: _____

Seller: VLP an EquipmentShare Company

Salesperson: _____

Signature

Print Name: Ewan

TERMS AND CONDITIONS

This Sales Agreement ("Agreement"), including these Terms and Conditions, constitutes a contract for the sale and purchase of the Equipment and other goods and related services set forth on the front of this Agreement (collectively referred to as the "Equipment"), between Buyer and Seller. This Agreement is binding upon Buyer's successors and permitted assigns. Any and all additional or different terms or conditions set forth in a purchase order or other communication in any form from Buyer are objected to by Seller and shall not be effective or binding unless specifically accepted in writing by an authorized representative of Seller.

1. SELLER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Seller and the manufacturer and that Seller is not authorized to act, or attempt to act, or represent itself as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

2. LIMITED WARRANTY; DISCLAIMER OF WARRANTY:

(a) FOR NEW EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THAT OF THE MANUFACTURER, IF ANY.

(b) FOR USED EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THE REMAINING TERM OF ANY APPLICABLE MANUFACTURER WARRANTY TO THE EXTENT SUCH WARRANTY IS EXPRESSLY TRANSFERRED FROM SELLER TO BUYER BY A SEPARATE WRITTEN AGREEMENT. IF NO MANUFACTURER WARRANTY IS TRANSFERRED AND NO EXTENDED WARRANTY PLAN NOTED IN (d) BELOW IS PURCHASED BY BUYER, THEN BUYER ACKNOWLEDGES THAT IT HAS INSPECTED THE EQUIPMENT AND THAT IT IS BUYING THE EQUIPMENT "AS IS" AND "WITH ALL FAULTS".

(c) FOR NEW AND USED EQUIPMENT, SELLER MAY OFFER BUYER AN EXTENDED WARRANTY PLAN OFFERED BY A THIRD PARTY VENDOR. IF SUCH A PLAN IS PURCHASED BY BUYER, THEN BUYER SHALL HAVE AN EXPRESS WARRANTY FROM SUCH THIRD PARTY VENDOR. SELLER IS NOT A PARTY TO SUCH PLAN.

(d) Buyer acknowledges that the Equipment is of the size, design, capacity and manufacture selected by Buyer. Buyer represents that it has relied upon its own skill and judgment in selecting the Equipment for use with its designated purposes. BUYER HEREBY ACKNOWLEDGES THAT SELLER MAKES NO EXPRESS WARRANTY WITH RESPECT TO THE EQUIPMENT AND THAT NEITHER SELLER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE EQUIPMENT THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS OR IMPLIED WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE EQUIPMENT.

(e) Buyer's acceptance (or deemed acceptance) of any Equipment shall conclusively establish that such Equipment has been inspected by Buyer and is in the condition required by this Agreement. Except as set forth specifically in this Section, all Equipment is sold to and accepted by Buyer "AS IS" and "WITH ALL FAULTS". Buyer acknowledges and agrees that Seller has not in any manner adopted the manufacturer's warranty as a warranty of Seller, and Buyer acknowledges and agrees that Buyer shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Buyer and Seller, Buyer assumes the entire risk as to the quality and performance of any of the Equipment. As between Buyer and Seller, Buyer assumes the entire cost of service, maintenance, repair and loss with respect to any Equipment found to be defective.

(f) The manufacturer or other extended warranty purchased by Buyer, as applicable, sets forth Buyer's sole and exclusive remedy in the event of a defect in workmanship or materials to the Equipment and shall not be deemed to have failed their respective essential purpose so long as manufacturer or other third-party warranty provider is willing and able to carry out the terms of the exclusive warranty for the Equipment. Nevertheless, should Seller be found to have created any express or implied warranties hereunder despite its express and unequivocal disclaimer of such warranties, they shall be limited to the duration of the manufacturer's express warranty, and the exclusive remedy for breach of warranty shall be repair of the goods or replacement of defective parts. It is expressly understood that should Seller perform any repairs or other work under any manufacturer's express or written warranty, such repairs or work are performed only pursuant to Seller's contractual obligations to said manufacturer, and are not to be construed as separate obligations to Buyer. Any obligation that Seller may have to perform repairs under any manufacturer's written warranty shall cease immediately upon the termination of Seller's contractual obligations to the manufacturer for such repairs.

3. LIMITATION OF LIABILITY: SELLER WILL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE, OR FOR CLAIMS MADE BY A THIRD PARTY. NOTWITHSTANDING THE FACT THAT SELLER PROVIDES NO WARRANTY FOR THE EQUIPMENT, IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE OF ANY ITEM OF EQUIPMENT EXCEED THE PURCHASE PRICE PAID FOR SUCH ITEM OF EQUIPMENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. DELIVERY AND ACCEPTANCE: Seller shall endeavor to deliver the Equipment to Buyer on the delivery date agreed upon by Seller, provided, however, Seller shall have no liability for failure or delay in delivering the Equipment to Buyer. Without limiting the generality of the prior sentence, Seller shall not be liable for failure or delay in delivery where such failure or delay is due, in whole or in part, to any cause other than the gross negligence of Seller. Further, Seller will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, material shortage, fire, accident or other casualty, war, terrorist act or civil disturbance, delay of transportation, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Seller. Buyer shall bear all risk of loss with respect to each item of Equipment once Buyer takes possession. Buyer agrees to inspect the Equipment immediately upon its delivery, and unless Buyer notifies Seller that Equipment is not in good working order within ten (10) days of delivery, Buyer is deemed to accept the Equipment "AS IS".

5. LOADING AND TRANSPORTATION CHARGES: Loading and unloading of the Equipment by Buyer at Seller's facility shall be supervised and directed by Buyer, who assumes all responsibility therefor. If Buyer requests Seller to deliver the Equipment or pick up any Trade-In Equipment, Buyer agrees to pay Seller its transportation charges for delivery and pick up.

6. PAYMENT: Buyer shall pay to Seller the Price for the Equipment and any related costs and services in accordance with the provisions on the front of this Agreement. If Buyer fails to fully pay any amount when

due under this Agreement, interest shall accrue on the outstanding balance due at a rate equal to the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law. Said interest shall be deemed a part of the Price and not in lieu of any other remedies provided for herein.

7. NO CANCELLATIONS: Buyer acknowledges that this Agreement may not be cancelled by Buyer without the prior written approval of Seller for each item of Equipment. Accordingly, Buyer's failure to accept delivery or refusal to pick up the Equipment (depending upon the form of delivery) is a default under this Agreement. Upon the occurrence of such a default and the continuation of such default for five (5) days following notice from Seller to Buyer of such default, then, in addition to the interest stated in paragraph 6 above, Seller shall be entitled to all remedies provided by law which accrue as a result of said breach, including, but not limited to, any and all of the remedies available to Seller pursuant to the Uniform Commercial Code. Further, Seller may retain all or such portion of any deposit that it deems necessary to offset the damage incurred by Seller as a result of Buyer's breach and may apply the deposit as it deems fit.

8. TRADE-IN EQUIPMENT: If a portion of the Price will be payable by delivery from Buyer to Seller of an item of Trade-In Equipment noted on the front of this Agreement, Buyer acknowledges that the trade allowance noted is based upon the facts available to Seller at the time the Sales Agreement is signed. If the Trade-in Equipment is not to be delivered to Seller until delivery of the Equipment purchased hereunder, then Seller will be provided the opportunity to inspect and reappraise the trade allowance amount at the time of delivery. If the trade allowance assessed by Seller at delivery is lower than the original amount, the deficit amount will be paid by Buyer in cash or by financing as noted on the front of this Agreement. If there is any remaining term on a manufacturer's warranty (or any other express warranty) for the Trade-In Equipment, Buyer agrees to sign any forms requested by Seller in order to transfer such warranty to Seller. Buyer represents and warrants to Seller that it has the authority to transfer the Trade-In Equipment to Seller, free and clear of all liens, encumbrances or other restrictions.

9. SECURITY INTEREST: To secure Buyer's obligations to pay for the Equipment and all other amounts due or to become due under this Agreement, Buyer hereby grants Seller a purchase-money security interest in the Equipment, all parts, accessories, attachments, replacements and additions related to the Equipment, and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under this Agreement or commits any other default, all amounts owed under this Agreement will become immediately due and payable, and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Uniform Commercial Code or other applicable law.

10. TAXES AND FEES: Buyer shall pay all applicable sales, consumer, use and similar taxes for the purchase of the Equipment. To the extent Seller is required or deemed responsible for any such taxes, Buyer shall reimburse Seller immediately upon demand for any taxes paid or incurred by, or assessed against, Seller, including any related penalties or interest. Buyer shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the Equipment.

11. LIMITATION ON CLAIMS; NOTICES: It shall be a condition precedent to any liability of Seller, whether in contract, tort, or otherwise, arising out of this Agreement or any other dealings between the parties that Buyer provide written notice to Seller of any claim, controversy, or alleged breach of this Agreement within (30) days of the event or occurrence giving rise to such claim controversy or alleged breach and that Buyer provide Seller with a reasonable opportunity to cure the problems or issues. Notwithstanding the foregoing, Buyer must provide Seller with notice of any claim, controversy, or alleged breach of this Agreement and file any cause of action related to same within twelve (12) months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve (12) month period. Whenever this Agreement requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated in this Agreement, or (iii) one (1) day after being sent via overnight mail through a reputable overnight delivery company.

12. CHOICE OF LAW, WAIVER OF JURY TRIAL: The parties agree that this Agreement is accepted and entered into at the home office of Seller. This Agreement shall be construed and enforced under the laws of the State of Missouri, without giving effect to the choice of laws provisions thereof. The parties hereby each waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of this Agreement or the relationship of Seller and Buyer. The remedies expressly provided for in these terms and conditions will be in addition to any other remedies that Seller may have under the Uniform Commercial Code, other applicable law or in equity.

13. ATTORNEYS' FEES: Buyer agrees to pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in enforcing the terms of this Agreement.

14. MISCELLANEOUS: This Agreement may not be changed, altered or amended in any way except in writing signed by an authorized representative of Seller and Buyer. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement or final payment by Buyer. For the avoidance of doubt, the warranty, limitation of liability, attorneys' fees and miscellaneous provisions shall survive expiration or termination of this Agreement. Buyer acknowledges and agrees that Buyer has had an adequate opportunity to review this Agreement, and this Agreement shall not be construed against or in favor of Buyer or Seller. The captions in this Agreement are for convenience of reference only, and shall not define or limit any of the terms. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of any of the terms and conditions will be effective against Seller unless it is in a writing signed by an authorized representative of Seller. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Agreement. If any of these terms or conditions, or any part thereof, is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. Buyer may not assign this Agreement without the prior written consent of Seller. The rights and interests of Seller may be assigned, either in whole or in part, without notice to or consent of Buyer. Except as otherwise specifically provided herein, these terms and conditions are for the exclusive benefit of Seller and Buyer and no other person will have rights hereunder. Signatures transmitted via facsimile or electronically transmitted signatures (e.g., "pdf signatures attached to an e-mail") shall be deemed originals and shall bind such party to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

Authorized Buyer Signature:

Date:

Certificate of Membership

This certificate entitles you to purchase from competitively solicited contracts. You will save time and money by using Sourcewell contracts, while buying the quality products you want from nationally recognized vendors.

Together, we are Sourcewell.

Our membership team is ready
to help you every step of the way.
Contact us for more information.



Sourcewell-mn.gov
membership@sourcewell-mn.gov

877-585-9706

City of Bella Vista

Member # 93213

A stylized, handwritten signature in black ink, appearing to read "Chad Coquette", positioned above a horizontal line.

Dr. Chad Coquette, PhD, Executive Director/CEO



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Karen Hunt, Street Superintendent	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RIGGS CAT, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CATERPILLAR PAVING AND COMPACTION ROLLER IN THE AMOUNT OF \$57,788.80 FOR USE BY THE STREET DEPARTMENT

AGENDA ITEM # X.N

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RIGGS CAT, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CATERPILLAR PAVING AND COMPACTION ROLLER IN THE AMOUNT OF \$57,788.80 FOR USE BY THE STREET DEPARTMENT

BACKGROUND

The Bella Vista Street Department respectfully requests approval for the purchase of One (1) new Caterpillar paving and compaction Roller for use by the Street Department. The roller can be used to compact soil, dirt, gravel, and asphalt during road construction reducing air voids and enhancing material density. This roller will accompany the durapatcher to extend the longevity of the durapatch repairs.

This piece of equipment can be purchased utilizing Sourcewell Purchasing Cooperative, which in turn has already competitively bid this item, and we the City of Bella Vista AR have been a member since 2012.

RECOMMENDATION

The Bella Vista Street Department recommends City Council authorize the purchase of one (1) new Caterpillar Paving and Compaction Roller from Riggs CAT, being an awarded vendor to Sourcewell Purchasing Cooperative.

FISCAL IMPACT

City of Bella Vista, Arkansas
City Hall

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

Please Recycle!

Funding Source: 2025 Street Department Capital Budget
Capital funds have been allocated in the Street Department 2025 budget in support of the purchase.

ATTACHMENTS

1. Resolution Caterpillar Compactor Roller Riggs Cat Sourcewell
2. Caterpillar Roller Quote and Specifications
3. Sourcewell Membership

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RIGGS CAT, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) NEW CATERPILLAR PAVING AND COMPACTION ROLLER IN THE AMOUNT OF \$57,788.80 FOR USE BY THE STREET DEPARTMENT

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 a contract with Riggs Cat, pursuant to a Sourcewell Cooperative purchasing agreement, for the purchase of one (1) new Caterpillar paving and compaction roller in the amount of \$57,788.80 for use by the Street Department

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



Jun 25, 2024

CITY OF BELLA VISTA
PO BOX 5655
BELLA VISTA, Arkansas 72714-0655

Dear Dewayne Walker,

We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: CB2.7GC Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: 641823

SERIAL NUMBER: 064100823

YEAR: 2024

SMU: 1

SELL PRICE	\$57,788.80
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$57,788.80
BEFORE TAX BALANCE	\$57,788.80

ADDITIONAL CONSIDERATIONS

- Quoted pricing and finance terms are based on current available market pricing and are subject to change.
- Machine pricing is not guaranteed until Purchase Order is signed and accepted. Purchase Order will be available within 120 days of the scheduled machine ship date from manufacturer.
- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Full Machine
Extended Warranty:	CB2.7 GC-60 MO/4000 HR PREMIER
CSA	RIGGS ADVANTAGE - 36 MO 3000 HR FILTER KIT

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jarred Kingrey
Machine Sales Representative Riggs CAT
kingreyja@jariggs.com
+1 (479) 353-7866

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: CB2.7GC Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

Standard Equipment

POWERTRAIN

CAT C1.7T diesel engine
 -Turbocharged, EPA tier 4 final and EU stage IV certified engine with DOC/DPF aftertreatment
 -Gross power per ISO 14396 18.4 kW (24.7 hp) @2200 RPM
 -Liquid cooled, direct injection
 Aftercooler, air to air (ATAAC)
 Fuel filter/water separator/electronic priming pump and electronic water indicator

Dual element air cleaner with dust ejection
 3 Engine speeds - idle, med, high
 Engine belt guard
 Programable auto Idle Shutdown
 Aluminum bar plate cooling system
 Hydrostatic transmission
 Auto warmup cycle
 Hydraulic on demand cooling fan
 Service and parking brakes - spring applied hydraulically released

ELECTRICAL

Engine start switch with auto preheat
 12-volt starting and charging system
 85-ampere alternator
 Maintenance free battery, 750 CCA
 Isolated and cooled battery compartment
 Backup alarm and front facing warning

horn
 Product Link ready
 Beacon ready
 Diagnostic connector
 CAT ET Compatible
 Labeled and sealed electrical connectors
 LED work lights (2 front, 2 rear)

OPERATOR ENVIRONMENT

Gauge Cluster:
 -Water level gauge
 -Fuel level gauge
 -Engine coolant temperature gauge
 -Hour meter
 -Faults
 Simple rocker switches
 Emergency stop switch
 Operator warning system indicators:
 -Parking brake engaged
 -Operator out of seat
 -Hydraulic oil temperature high
 -Hydraulic oil restriction
 -Engine oil low pressure
 -Electrical system voltage low
 -Low fuel
 -Engine preheat

-Engine emission system
 -High/low vibe frequency
 -Beacon status
 Lockable, vandalism guard for instrument panel
 Travel control, single lever
 High Vis Orange retractable seatbelt, 76mm (3")
 2 platform handrails / single guardrail
 Steering wheel spinner
 12-volt power point
 ROPS
 Sealed storage compartment
 Isolated operator platform
 Vibration reducing, diesel resistant rubber floormat

DRUMS

Two smooth drums: 1200 mm (47") wide x 720 mm (28") diameter and 14 mm (0.55") thick
Single amplitude with dual frequency vibratory system

Automatic vibration control to prevent vibration in neutral
Selection of front drum or both drum vibration
Pressurized drum watering system with

OTHER STANDARD EQUIPMENT

manual adjustment
Ecology drains:
-Hydraulic Tank
-Radiator
-Engine Oil
Offset hitch with 50 mm (2") of Caterpillar o-ring face-seals couplings
test ports + 1 SOS port
6 Quick connect hydraulic pressure
200L (52.8 gal) water tank capacity
63L (16.3 gal) fuel tank capacity

4 transport tie-down and 4 lift points
3 point hitch
Articulated frame with safety lock
Lockable hydraulic tank cap
-Engine Coolant
-Hydraulic tank level
Sight gauges:
Sealed for life hitch bearings
Lockable external fuel fill
hold open latch
Lockable engine enclosure with safety

FLUIDS

to -37C (-35F)
life coolant with freeze protection

Premixed 50% concentration of extended

DRUMS

Triple spray system filtration
4 nozzle spray bars

flow
selectable continuous or intermittent

MACHINE SPECIFICATIONS

CB2.7 GC UTILITY COMPACTOR
ENGINE, CAT C1.7T
HYDRAULICS, STD
OIL, HYD, STANDARD
LIGHTS, WORKING, LED
SWITCH, BATTERY DISCONNECT
SEAT, WITH SAFETY SWITCH
SUPPORT, FIXED FOR SEAT
SEAT BELT, 3"
ROPS, FOLDABLE, LOCKABLE
TRAVEL CONTROL, COVER
GUARDS, BUMPER
DRUM SCRAPER, FOLDING
MATS, COCOA

Certificate of Membership

This certificate entitles you to purchase from competitively solicited contracts. You will save time and money by using Sourcewell contracts, while buying the quality products you want from nationally recognized vendors.

Together, we are Sourcewell.

Our membership team is ready
to help you every step of the way.
Contact us for more information.



Sourcewell-mn.gov
membership@sourcewell-mn.gov
877-585-9706

City of Bella Vista

Member # 93213

A handwritten signature in black ink, appearing to read "Chad Coquette", written over a horizontal line.

Dr. Chad Coquette, PhD, Executive Director/CEO



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	James Graves, Police Chief	RESOLUTION: EXPRESSING SUPPORT AND PARTICIPATION OF THE CITY OF BELLA VISTA IN THE FEDERAL "ADVANCE EFFECTIVE, ACCOUNTABLE POLICING AND CRIMINAL JUSTICE PRACTICES TO ENHANCE PUBLIC TRUST AND PUBLIC SAFETY" PROGRAM

AGENDA ITEM # X.O

RESOLUTION: EXPRESSING SUPPORT AND PARTICIPATION OF THE CITY OF BELLA VISTA IN THE FEDERAL "ADVANCE EFFECTIVE, ACCOUNTABLE POLICING AND CRIMINAL JUSTICE PRACTICES TO ENHANCE PUBLIC TRUST AND PUBLIC SAFETY" PROGRAM

BACKGROUND

The LESO (Law Enforcement Support Office) Program is essential in supporting the continued efficient and effective operations of the police department and it's mission. It allows the department to acquire much needed equipment from the Federal government at no cost to the department.

RECOMMENDATION

On-going support and approval is recommended for the LESO program.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Resolution LESO participation
2. LESO 2025 Notification Form

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**EXPRESSING SUPPORT AND PARTICIPATION OF THE CITY OF
BELLA VISTA IN THE FEDERAL “ADVANCE EFFECTIVE,
ACCOUNTABLE POLICING AND CRIMINAL JUSTICE PRACTICES TO
ENHANCE PUBLIC TRUST AND PUBLIC SAFETY” PROGRAM**

WHEREAS, on May 25, 2022, presidential Executive Order (EO) 14074 “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety” was signed; and

WHEREAS, in accordance with EO 14074, State, Tribal, Local, and Territorial Law Enforcements Agencies (LEAs) must notify their governing bodies of their intent to request property from federal sources to include federal funds or grants; and

WHEREAS, in accordance with EO 14074, LEAs must notify the local community of their request for property transfers, purchases from federal funds, agencies, or subcontractors (including existing transfer contracts or grants); and

WHEREAS, the City of Bella Vista Police Department may request controlled property items from the Law Enforcement Support Office (LESO) or other federal sources as provided in the attached Exhibit A which is incorporated into this Resolution as if set out word for word herein;

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

SECTION 1: The Bella Vista Police Department will participate as an LEA in the “Advance Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety” program in accordance with EO 14074.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute all appropriate agreements and contracts necessary for the Bella Vista Police Department to act in accordance with EO 14074.

SECTION 3: The Bella Vista City Council pledges its full support and hereby authorizes the Mayor to initiate action to implement the program.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

Bella Vista Police Department

2483 Forest Hills Blvd • Bella Vista, AR 72714 • Office (479) 855-3771 • Fax (479) 855-8050



January 2, 2025

Subject: Notification to Civilian Governing Body and Local Community

On May 25, 2022, Presidential Executive Order (EO) 14074 “Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety” was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB) (*i.e., City Council, County Government or other local governing body*) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

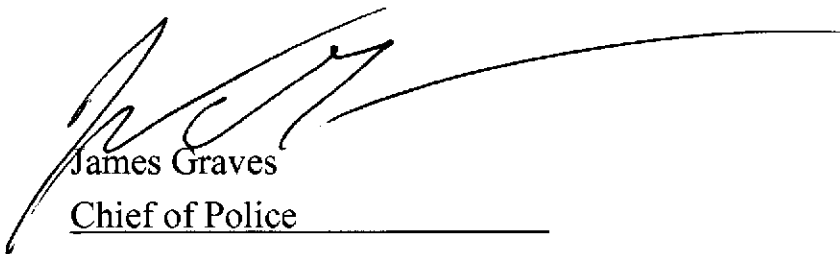
The Bella Vista Police Department may request the below controlled property items from the Law Enforcement Support Office (LESO), or other Federal source:

1. Administration (GSA), Law Enforcement Support Office (LESO), Grant submission, etc.).

Controlled Property Description	Controlled Property Description	Controlled Property Description
<i>This list is for example only, additional types of items may be available.</i>		
AIRCRAFT ACCESSORIES, COMPONENTS, MISC	FACEMASK	RANGE FINDER, LASER
AIRCRAFT REPAIR PARTS/COMPONENTS	FLASHLIGHTS	RANGE FINDER-TARGET DESIGNATOR, LASER
AIRCRAFT, FIXED WING	FLOODLIGHT	RED DOT SIGHT
AIRCRAFT, ROTORY WING	FORWARD LOOKING INFRARED IMAGING SYSTEM	RIFLESCOPE
ALL TERRAIN VEHICLE (ATV)	GENERATOR SET	SCANNER, X-RAY, BAGGAGE
AMMUNITION CONTAINER	GLOBAL POSITIONING SATELLITE (GPS)	SEARCHLIGHT
AMPLIFIER	HEAVY EQUIPMENT/VEHICLES	SHIELD, BALLISTIC
ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION	INSULATION BLANKET	SHIPPING CONTAINER
ANTENNA	LANDING SEARCHLIGHT	SIGHT, BORE, OPTICAL
METAL DETECTORS	UTILITY VEHICLE, OFF ROAD	TRAILERS
ARMORED VEHICLE	LIFE PRESERVER, VEST	SIGHT, HOLOGRAPHIC
BALLISTIC BLANKET	MAGNIFIER	SIGHT, INFINITY
BARRIER, VEHICLE ARRESTING, PORTABLE	MARKER, IDENTIFICATION	SIGHT, REFLEX
BINOCULAR	MARKSMANSHIP TRAINER	SMALL ARMS STORAGE RACKS
BLANKETS	MEDICAL/FIRST AID SUPPLIES	SPOTTING INSTRUMENT, OPTICAL
CONVERSION KIT, RIFLE	CONVERSION KIT, PISTOL	COMBAT/ASSAULT/TACTICAL WHEELED
BREATHING APPARATUS	MISC SMALL ARMS PARTS	TARGET, TRAINING, MOBILE
ROBOTS	UNMANNED VEHICLES	EOD ROBOTS
DRONES	TRAINING EQUIPMENT	SHIELD, NON-BALLISTIC
FIBER OPTIC DEVICES	MISCELLANEOUS VEHICULAR COMPONENTS	GLASS, BALLISTIC
CAMERA SYSTEM	MISCELLANEOUS COMMUNICATION EQUIPMENT	TELESCOPE

COMPASS	MULTIMEDIA PROJECTION SET	TENTS/PORTABLE SHELTERS
COMPUTER SYSTEM	NAVIGATION SET, SATELLITE SIGNALS	THERMAL CAMERA
BLANKET, SOUND CONTROL	TRUCK, CARGO	ROBOT, EXPLOSIVE ORDINANCE DISPOSAL
MAGAZINE, CARTRIDGE	PERISCOPE	INTERROGATOR SET
RADAR EQUIPMENT, EXCEPT AIRBORNE	WINDOW, VEHICULAR	AMMUNITION POUCH
EOD SEARCH KIT	MISCELLANEOUS ITEMS	ARMORER, PERSONAL
CONTAINER, AMMUNITION	NIGHT VISION DEVICE AND EQUIPMENT	THERMAL CAMERA ACCESSORIES
LOUDSPEAKER-CONTROL UNIT	POWER SUPPLY	CHARGER, BATTERY
INDIVIDUAL EQUIPMENT	CLOTHING, SPECIAL PURPOSE	FOOTWEAR
OUTERWEAR	TENTS AND TARPULINS	BAGS AND SACKS
CONTAINER, K-9 TRANSPORT	NIGHT VISION GOGGLE	TRAINING AID/SIMULATORS
CONVERSION KIT, RIFLE	NON-ARMORED HMMWV	TRAINING AIDES/DEVICES
VEHICLES, ARMORED TRACKED	ARMORED HMMWV	VEHICLES, ARMORED WHEELED
COVERALLS	OFFICE EQUIPMENT	TRANSLATION DEVICE
SIGHT, THERMAL	BINOCULAR	ILLUMINATOR, INTEGRATED SMALL ARMS
ILLUMINATOR, INTEGRATED, SMALL ARMS	TRUCK, TANK	TOOL KIT, ELECTRONIC
ATHLETIC AND SPORTING EQUIPMENT	OFFICE SUPPLIES, DEVICES, AND EQUIPMENT	OPERATIONS TRAINING DEVICES
TRAINING AIDS	TARGETS	SOLAR ELETRIC POWER SYSTEMS
CAMOUFLAGE NET RADAR SCATTERING SYSTEM	TRUCK, TRACTOR	NO ITEM NAME AVAILABLE
DECONTAMINATION DEVICES	OFFICE SUPPLIES	TRUCK, CARGO
ARMOR SET, SUPPLEMENTAL, SMALL ARMS	CAMERA, DIGITAL	IMAGE INTENSIFIER, NIGHT VISION
DECONTAMINATION SYSTEM	PORTABLE RADIO	INTERROGATOR SET
ARMOR, SUPPLEMENTAL	INFRARED EQUIPMENT	
TRUCK, UTILITY NON-ARMORED	TRUCK, UTILITY ARMORED	TENTS/SHELTERS
DEEP WATER FORDING KIT	PREFAB & PORTABLE BUILDINGS	VEHICLE REPAIR PARTS/COMPONENTS
DETECTOR, GAS	PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
ARMOR, TRANSPARENT VEHICULAR WINDOW	TERMINAL, SATELLITE COMMUNICATIONS	DOOR, VEHICULAR
DIVER'S SUIT	PUBLIC ADDRESS SET	SMALL ARMS PARTS/ACCESSORIES
ARMOR, TRANSPARENT	COMPENSATOR	HANDCUFFS
WINDOW, VEHICULAR	THERMAL SCOPES	FUSELAGE
EXPLOSIVE ORDINANCE DISPOSAL ROBOT	RADIOS	SMALL ARMS

In accordance with section two, the Bella Vista Police Department is notifying the local community via posting the intentions at the Bella Vista District Court house, located at 2483 Forest Hills Blvd, Bella Vista, AR, 72715. Posting the intentions at the Bella Vista Police Department located at, 2483 Forest Hills Blvd, Bella Vista, AR, 72715, as well as listing the intentions on the Bella Vista Police Departments Social Medial Pages.


James Graves
Chief of Police



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Wendi Hardina, HR Administrator	RESOLUTION: AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2024 ANNUAL CITY BUDGET

AGENDA ITEM # X.P

RESOLUTION: AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2024 ANNUAL CITY BUDGET

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Budget Transfer Departmental 2024

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN
DEPARTMENTS IN THE 2024 ANNUAL CITY BUDGET**

WHEREAS, expenditures for certain City departments may necessarily exceed 2024 annual budgeted amounts; and

WHEREAS, the total authorized expenditures for the 2024 annual budget will not exceed budgeted amounts since certain departments will not expend their total 2024 annual budget; and

WHEREAS, designated revenues cannot be used for an undesignated purpose;

**NOW, THEREFORE, 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 transfer of funds between departments in the 2024 annual budget to bring departmental budgets into balance, if necessary. The authorized total expenditures in the 2024 annual budget, as amended, shall not be exceeded.

Section 2: In exercising this authority, no designated revenues shall be used for any impermissible or undesignated purpose.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Mayor
Prepared by: Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
January 27, 2025	Wanda Krug, City Clerk	RESOLUTION: DESIGNATING AUTHORIZED DISBURSING OFFICERS AND MUNICIPAL DEPOSITORY BOARD FOR THE CITY OF BELLA VISTA FOR CALENDAR YEAR 2025

AGENDA ITEM # X.Q

RESOLUTION: DESIGNATING AUTHORIZED DISBURSING OFFICERS AND MUNICIPAL DEPOSITORY BOARD FOR THE CITY OF BELLA VISTA FOR CALENDAR YEAR 2025

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

None

ATTACHMENTS

1. Resolution Disbursing Officers Depository Bd

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

DESIGNATING AUTHORIZED DISBURSING OFFICERS AND
MUNICIPAL DEPOSITORY BOARD FOR THE CITY OF BELLA VISTA
FOR CALENDAR YEAR 2025

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

SECTION 1: The following individuals are hereby authorized to sign the disbursements, on all fund accounts, on behalf of the City of Bella Vista for calendar year 2025. Two signatures shall be required on all City checks:

Mayor John D. Flynn and
Kim Hall, Finance Director.

In the event that one or the other of the above-named persons are absent or unavailable, the following individuals are hereby authorized to sign disbursements:

Alternate No. 1—Mayor Pro Tempore
Alternate No. 2—City Clerk Wanda Krug
Alternate No. 3—Police Chief James Graves
Alternate No. 4—Council Member Larry Wilms

SECTION 2: The Municipal Depository Board for the City of Bella Vista for calendar year 2025 shall consist of the following:

Mayor John D. Flynn
Kim Hall, Finance Director
Council Member Larry Wilms.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug
Requested by Mayor
Prepared by Jason Kelley, Staff Attorney