



Bella Vista City Council Regular Meeting Agenda

Date/Time: March 24, 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. Reports

- A. State of the City Report: Mayor John Flynn
- B. Monthly Financial Report: December 31, 2024, Year End Report
- C. Tree Board Report: Chairman Mike Abb

(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.)

VII. Consent Agenda

- D. Approval of Minutes: City Council Regular Meeting February 24, 2025
- E. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$51,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2024
- F. **RESOLUTION:** AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$56,234.14, FOR THE PURCHASE OF ONE (1) CHEVROLET SILVERADO 1500 4WD PICKUP FOR USE BY THE FIRE DEPARTMENT
- G. **RESOLUTION:** AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$62,703.04, FOR THE PURCHASE OF ONE (1) CHEVROLET TAHOE 4WD FOR USE BY THE FIRE DEPARTMENT
- H. **RESOLUTION:** APPROVING THE MAYOR'S REAPPOINTMENT OF DEMARA TITZER TO THE BELLA VISTA ARTS COUNCIL FOR A THREE (3) YEAR TERM

VIII. Unfinished Business

- I. **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 *Third Reading*

IX. New Business

See meeting packet for complete ordinances and resolutions.

- J. **ORDINANCE:** WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF STREET SALT AND SAND

BASED ON PRICE AND AVAILABILITY BY INFORMAL PRICE QUOTES
THROUGH MAY 31, 2026 *Staff recommends move to third and final*

- K. **RESOLUTION:** AMENDING THE 2025 CITY BUDGET TO APPROPRIATE A TOTAL OF \$53,083.33 AND TO AUTHORIZE AN ADDITIONAL BUILDING INSPECTOR POSITION BEGINNING JUNE 2025 FOR THE FIRE DEPARTMENT
- L. **RESOLUTION:** AMENDING THE 2025 CITY BUDGET TO RECOGNIZE AND APPROPRIATE AN ADDITIONAL \$101,496.00 IN GRANT REVENUE FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION AND THE WALTON FAMILY FOUNDATION TO FUND 100% OF AN ACTIVE TRANSPORTATION PUBLIC OUTREACH AND EDUCATION PROJECT
- M. **RESOLUTION:** REQUIRING THE CITY OF BELLA VISTA TO STUDY THE FEASIBILITY OF ENACTING AN ALCOHOLIC BEVERAGE SALES PERMITTING AND TAXATION PROGRAM
- N. **RESOLUTION:** REPEALING RESOLUTION NO. R2025-19 AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RED RIVER DODGE OF HEBER SPRINGS, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR THE PURCHASE OF ONE (1) RAM 1500 4X4 PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$40,500.00 FOR USE BY THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT
- O. **RESOLUTION:** EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA, ARKANSAS TO UTILIZE FEDERAL-AID FUNDS FOR A TRAIL AND GREENWAY MASTER PLAN AND BELLA VISTA WAY PLANNING STUDY
- P. **RESOLUTION:** EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM FUNDS
- Q. **RESOLUTION:** APPROVING AN ART LEASE FOR MICK THE FROG

X. Announcements

- Next City Council Work Session: 5:30 pm Monday, April 21, at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Monday, April 28, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, April 3, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, April 14, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, April 8, if necessary, at

Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

XI. Adjournment

SPECIAL NOTICES TO THE PUBLIC: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request this service, contact City Clerk prior to each meeting at 479-876-1255.

BELLA VISTA CITY COUNCIL REGULAR MEETING

February 24, 2025 6:00 PM

**Bella Vista District Court
2483 Forest Hills Blvd.**

MINUTES

Call to Order

Pledge of Allegiance recited.

Roll Call called by Clerk Krug. Council Members Hughes, Newport, Wilms, Isbell, Honchell, Harp were present. Mayor Flynn was present.

Citizen Input

Matt Sanders, 7 Nantwich Cir. He came to thank Roger Gier and Chief Sims for helping with his housing problems and confirming that the home was built below norm standards. He expressed gratitude for the short-elevation bike park that is being built by Blue Crane. He cited the lift assist, economic growth, and advanced learning capabilities as advantageous for the City of Bella Vista. He requested paved sidewalks and parking lots to accompany the bike park project.

Sarah Costa, 6 Kirkcudbright Dr. She came to call out Council Member Harp for his public input survey and his voting, which she deemed as negative efforts. She thanked the City Department workers for keeping Bella Vista beautiful, natural, and progressive. She expressed support for capping the STR limit at 700, considering the cost of housing and the lack of lodging. She expressed concern about new safety issues arising with the Blue Crane bike park.

Lori Trautwein, 7 Knox Ln. She came with questions about the Library. She summarized issues with the front bed gardens and the departure of volunteer garden help, the Encore Bookstore vacating the Library, and the departure of certain Library Advisory Board members. She raised concerns about how the Library might be funded in the future. She would like to see these matters addressed by City leadership.

Linda Lloyd, 102 Fairway Dr. She came to speak about her proposed reappointment to the Planning Committee. She reviewed her extensive development work in three states, her ongoing education, and new certifications. She commented that she takes Planning Commission work very seriously, and believes it guides the City. She reported that any indications of favoritism towards Council Member appointments are absolutely not true, and recommendations are based on one's training and qualifications.

Council Member Reply

Mayor Flynn addressed the Library issues by reading the official announcement from Bella Vista, which many people had not seen or understood. He stated simply that the relationship with The Friends of the Library and the City had been frustrating, particularly recently. Things were not going the way they should have been, and could not continue in that way.

Council Member Hughes addressed each citizen who spoke. She explained the library lease termination is outside the Council's purview. Council Member Honchell apologized to the Planning Commission applicants for any Work Session comments that may have been misunderstood, as it was not his intention to be negative. He stated concern about the safety of the new bike park endeavor. Council Member Harp thanked the citizens for coming to speak. He apologized to Sarah Costa for offending her with the survey, and thanked Linda Lloyd for her hard work.

Council Member Wilms addressed the library event, stating that in any contract relationship, there is the grantor and the grantee. The grantor has priority in how they deal with a situation, based on the language of the contract, etc. The City, in this case, prevailed with a lease agreement, rather than a Memo of Understanding.

Action on the Minutes

Approval of Minutes - January 27, 2025, City Council Regular Meeting
Council Member Honchell made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

Reports

Monthly Financial Report - Update by Mayor Flynn, including S & P Global Ratings for Bella Vista

Mayor Flynn explained that December year-end financial reports were not yet available. He shared the good news that the City of Bella Vista went from an AA- rating to an AA rating with Standard and Poors, resulting from a review rating following the City's recent capital bond acquisition. The original bond was to be paid off in 2045 and the new estimate is October 2027, based on the flow of our city sales tax. Secondly, Bella Vista has been adding 500–600 homes each year and sales tax will continue to increase. Sales tax revenue has more than doubled from \$1.9 million in 2019 to over \$4 million in 2024, much more than anticipated.

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

Unfinished Business

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 *Second Reading Mayor Flynn completed the second reading of the ordinance. He explained this is state law due to inflation and is subject to change every five years. Staff Attorney Kelley detailed the Ordinance dollar amounts. Council Member Wilms made a motion to suspend the rules and move to the third and final reading, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.** Mayor Flynn read the ordinance for the third time. Council Member Wilms made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.***

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 *Second Reading Mayor Flynn read the ordinance for the second time. **Council Member Wilms made a motion to move to third and final reading, seconded by Council Member Newport.** Council Member Hughes said she did not agree with suspending the rules and asked for three readings. Council Member Wilms wanted to move ahead because it was an important matter of operation, and he had received no resident input pro or con. Council Member Honchell agreed to move on and was concerned that waiting would put strain on the Planning Department. He hadn't received any feedback from constituents. Council Member Harp stated he and a lot of his constituents do not support this legislation, and he has researched many other cities in Arkansas which are not organized this way. Chief Graves stated that waiting to pass this does slow things down for the Police Department. He reiterated that this is operational between departments and helps to enforce compliance where the professional purview is for code enforcement. Council Member Honchell voiced frustration over why the opposition wasn't expressed during the Work Session, and Chief Graves said not one Council Member went to speak to him about this. Mayor Flynn asked for the Roll Call Vote to suspend the rules. **Roll Call Vote: (Ayes: 3/Nays: 3, Hughes, Isbell, Harp) Failed 3-3.** Council Member Isbell asked a clarifying question, answered by Police Chief Graves and Planning Director Robertson. The ordinance remains on second reading.*

New Business

RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF LINDA LLOYD TO POSITION 2 OF THE BELLA VISTA PLANNING COMMISSION FOR A TERM EXPIRING MARCH 1, 2029 *Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Honchell.*

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

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF JACK WAGNON TO POSITION 3 OF THE BELLA VISTA PLANNING COMMISSION FOR A TERM EXPIRING MARCH 1, 2029 Mayor Flynn read the resolution. He asked the appointee, Jack Wagnon, to stand and thanked him for coming. Council Member Honchell made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 5/Nays: 1, Wilms) Passed 5-1.** Council Member Wilms explained he voted no because he believes Mr. Wagnon is overqualified for the position.

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF JONATHAN ELY TO THE ACTIVE TRANSPORTATION ADVISORY BOARD FOR A THREE-YEAR TERM BEGINNING MARCH 1, 2025 Mayor Flynn read the resolution. Council Member Wilms made a motion to amend to add "Position 6" to the resolution, seconded by Council Member Honchell. Staff Attorney Kelley stated that anything amended in the title must be amended in the body.

Roll Call Vote on Amendment: (Ayes: 5/Nays: 1, Newport) Passed 5-1.

Council Member Wilms made a motion to approve as amended, seconded by Council Member Honchell. Council Member Harp mentioned there were many applications for all these positions. He encouraged staff members involved in the decisions to reach out to all applicants, and thank them for applying. Mayor Flynn agreed, and added that the numbers of highly qualified applicants were increasing. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF NATHAN BOONE TO THE ACTIVE TRANSPORTATION ADVISORY BOARD FOR A THREE-YEAR TERM BEGINNING MARCH 1, 2025 Mayor Flynn read the resolution. He asked if Nathan Boone would stand, and thanked him for coming. Council Member Honchell made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF ISAAC MERRIMAN AS A EX-OFFICIO YOUTH MEMBER OF THE ACTIVE TRANSPORTATION ADVISORY BOARD Mayor Flynn read the resolution. He asked Isacc Merriman to stand, stating that Isaac is very active in the community. Council Member Honchell made a motion to approve, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF GRACE DEEN AS A EX-OFFICIO YOUTH MEMBER OF THE ACTIVE TRANSPORTATION ADVISORY BOARD Mayor Flynn read the resolution. He asked Grace to stand, and thanked her for coming. Council Member Wilms made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF LAURA WILLIAMS TO THE BELLA VISTA ARTS COUNCIL TO FILL AN UNEXPIRED TERM ENDING APRIL 22, 2026, DUE TO THE RESIGNATION OF GINA PORTER Mayor Flynn read the resolution. He acknowledged Laura Williams, who was in the audience. Council Member Wilms made a motion to approve, seconded by Council Member Honchell. Council Member Hughes stated to Laura that her resume was impressive, and she looked forward to her appointment to the Arts Council, to which Council Member Wilms agreed. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LEO M ELLEBRACHT COMPANY IN THE AMOUNT OF \$56,490.01, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR THE PURCHASE OF FIFTEEN (15) SETS OF FIRE DEPARTMENT BUNKER GEAR (PROTECTIVE FIREFIGHTING CLOTHING) Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Newport. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP OF SILOAM SPRINGS, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR THE PURCHASE OF ONE (1) RAM 1500 4X4 PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$40,500.00 FOR USE BY THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Honchell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: AMENDING THE 2025 CITY BUDGET IN THE AMOUNT OF \$11,831.00 TO REALLOCATE FUNDING TO COMPLETE THE DEVELOPMENT CODE REFORM PROJECT Mayor Flynn read the resolution. Council Member Honchell made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: AMENDING THE RULES OF ORDER AND PROCEDURE OF THE BELLA VISTA CITY COUNCIL TO AUTHORIZE VIRTUAL ATTENDANCE BY COUNCIL MEMBERS AT REGULAR MEETINGS NO MORE THAN FOUR (4) TIMES PER CALENDAR YEAR Mayor Flynn read the resolution. Council Member Honchell apologized for his words on this at the Work Session. He recognized that times have changed, and a resolution is needed going forward. Further discussion continued between Council members regarding details of the resolution. Council Member Isbell urged moving ahead to put technology in place. **Motion to approve by Council Member Newport, seconded by Council Member Isbell.** Council Member Honchell's remaining reservation was that the financial cost to the City is unknown at this point, which was echoed by Council Member Wilms. Council Member Wilms thought it would be best to understand costs with the IT Department first,

and table this until next month. **Roll Call Vote: (Ayes: 4/Nays: 2, Wilms, Honchell) Passed: 4-2.**

RESOLUTION: AMENDING THE RULES OF ORDER AND PROCEDURE OF THE BELLA VISTA CITY COUNCIL TO CREATE A CONSENT AGENDA PROCEDURE FOR APPROVAL OF CERTAIN ITEMS TO PROMOTE EFFICIENCY IN THE CONDUCT OF MEETINGS Mayor Flynn read the resolution. Council Members Hughes and Honchell voiced approval of this resolution. Staff Attorney Kelley responded to questions from Council members. Council Member Newport made a motion to approve, seconded by Council Member Harp. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

Announcements

- Next City Council Work Session: 5:30 pm Monday, March 17 at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Monday, March 24 at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, February 27 at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, March 10 at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, March 11, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

Adjournment

Mayor Flynn adjourned the meeting at 7:17 pm.

City Clerk Wanda Lepillez Krug

Mayor John D. Flynn



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
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March 24, 2025		RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$51,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2024
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AGENDA ITEM # VII.E

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$51,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2024

BACKGROUND

Requesting Approval for the 2024 GAAP Audit

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Bella Vista 12.31.24 Contract Firm Signed
2. Resolution Forvis Audit Services

February 10, 2025

Members of City Council
Honorable John D. Flynn, Mayor
Ms. Kim Hall, Director of Finance
City of Bella Vista, Arkansas
101 Town Ctr. NE.
Bella Vista, AR 72714

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF BELLA VISTA, ARKANSAS

- Audit Services for the year ended December 31, 2024
- Attestation Examination Services for the year ended December 31, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be between \$46,000 and \$51,000 depending on the time required to move from regulatory basis to GAAP financials.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Mergers or acquisitions
- Change in accounting principles other than GASB 101
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets
- More than one major federal awards program

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standard is not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*, is effective for fiscal years beginning after December 15, 2023.

Statement No. 101 unifies and updates recognition, measurement, and disclosure guidance for compensated absences. Under this Statement, a government is required to record a liability for leave if that leave has been earned, accumulates, and is more likely than not to be used, paid, or otherwise settled. We can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assisting with changes required to adopt Statement No. 101, including:
 - Discussing potential calculation methods
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 101
 - Documenting any changes from previous compensated absence calculations methodologies
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of the CITY OF BELLA VISTA, ARKANSAS.

BY _____
John Flynn, Mayor

DATE _____

BY _____
Kim Hall, Director of Finance

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF BELLA VISTA, ARKANSAS as of and for the year ended December 31, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

We will also express an opinion on whether the schedule of expenditures of federal awards (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

David Coleman, Partner, will oversee and coordinate the engagement. Cynthia Burns, Director, is responsible for supervising the engagement team and authorizing the signing of reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name

CITY OF BELLA VISTA, ARKANSAS

Party Name

City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria.
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement.
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information.
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements.

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements.
- The responsibility of management.

- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information.
- Certain representations made during the audit for all periods presented.
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Attestation Examination Services

We will examine the written assertion made by management that the City of Bella Vista, Arkansas complied with certain acts during the year ended December 31, 2024.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated in all material respects with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

- Arkansas Municipal Accounting Law of 1973, § 14-59- 10 I et seq.;
- Arkansas District Courts and City Courts Accounting Law, § 16- 10-20 I et seq.;
- Improve contracts, §§ 22-9-202 - 22-9-204;
- Budgets, purchases, and payments of claims, etc., § 14-58-20 I et seq. and § 14-58-30 I et seq.;
- Investment of public funds, § 19- 1-501 et seq.; and
- Deposit of public funds, §§ 19-8- 10 I - 19-8- 107.

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Limitations & Fraud

Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between

subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services

provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access

to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$51,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2024

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 Forvis Mazars, LLP in an amount not to exceed \$51,000.00 for audit services for the year ended December 31, 2024.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 2025	Steve Sims, Fire Chief	RESOLUTION: AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$56,234.14, FOR THE PURCHASE OF ONE (1) CHEVROLET SILVERADO 1500 4WD PICKUP FOR USE BY THE FIRE DEPARTMENT

AGENDA ITEM # VII.F

RESOLUTION: AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$56,234.14, FOR THE PURCHASE OF ONE (1) CHEVROLET SILVERADO 1500 4WD PICKUP FOR USE BY THE FIRE DEPARTMENT

BACKGROUND

RECOMMENDATION

Recommend to award bid and enter into contract.

FISCAL IMPACT

ATTACHMENTS

1. Silverado Affidavit and Bid
2. Resolution Superior Chevrolet Silverado for FD



Account #: NWC5378955

Company: CITY OF BELLA VISTA-LEGALS

PO BOX 5655

BELLA VISTA, AR 72714-0655

Ad number #: 477429

PO #:

Matter of: Bids Fire Dept Pickup

AFFIDAVIT • STATE OF ARKANSAS

I, Maria Hernandez-Lopez, do solemnly swear that I am the Legal Clerk of the **NWA Democrat Gazette**, a daily newspaper printed and published in WASHINGTON/BENTON county, State of ARKANSAS; that I was so related to this publication at and during the publication of the annexed legal advertisement in the matter of :

Bids Fire Dept Pickup

Pending in the court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County, that said newspaper had been regularly printed and published in said county, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

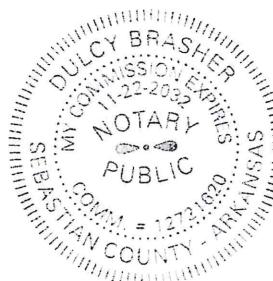
And that there is due or has been paid the **NWA Democrat Gazette** for publication the sum of \$38.00.
(Includes \$0.00 Affidavit Charge).

NWA Democrat Gazette 02/16/25; NWA nwaonline.com 02/16/25

Maria Hernandez-Lopez
Legal Clerk

State of ARKANSAS, County of Sebastian,
Subscribed and sworn to before me on this 17th day of February, 2025

Dulcy Brasher
NOTARY PUBLIC





Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

Bella Vista Fire Dept

Prepared For: Chief Steve Sims / Deputy Chief Wolfgang

479 644 9425

bwolfgang@blllavistaar.gov

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

Superior Automotive Group

Dealership Information

Gentlemen,

The attached bid is on the 2025 Chevrolet Silverado SSV/5W4 Special Service Vehicle. You will also find a window sticker page that will show the equipment included in the bid.

I have also included the upfit on the quote per the specifications you require.

Thank you for the opportunity to be of service to my hometown, Bella Vista, Arkansas.

Don Clark
Fleet Director
Superior Automotive Group
dclark@drivesuperior.com

Prepared By:

Don Clark
Superior Automotive Group
479 268 1003
dclark@drivesuperior.com

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Data Version: 24863. Data Updated: Mar 3, 2025 6:45:00 PM PST.



[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$1,995.00
Total Options	\$4,867.00
Subtotal	\$52,862.00
Emergency Upfit	\$7,972.14
Subtotal Pre-Tax Adjustments	\$7,972.14
Less Customer Discount	(\$4,600.00)
Subtotal Discount	(\$4,600.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
	Taxable Price \$56,234.14
Sales Tax	\$0.00
	Subtotal Taxes \$0.00
	Subtotal Post-Tax Adjustments \$0.00
	Total Sales Price \$56,234.14

 3/4/25
Dealer Signature / Date

Customer Signature / Date

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Data Version: 24863. Data Updated: Mar 3, 2025 6:45:00 PM PST.



[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

(Complete)

Window Sticker

FOR EQUIPMENT LIST ONLY

SUMMARY

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

MSRP:\$46,000.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, electronically controlled

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck	\$46,000.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting	Inc.
5J9	Calibration, Taillamp Flasher, Red/White	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red	Inc.
5T5	Seats	\$0.00
5W4	Special Service Package	\$675.00
6J3	Wiring	\$207.00
6J4	Wiring	\$105.00
6J7	Flasher System	Inc.
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg)	Inc.
CTT	Hitch Guidance	Inc.
DLF	Mirrors, outside heated power-adjustable	Inc.
FE9	Emissions, Federal requirements	\$0.00

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[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

(Complete)

G7C	Red Hot		\$0.00
G80	Auto-locking rear differential		\$395.00
GEZ	Ship Thru, Produced in Silao Assembly and shipped to Kerr Industries (Arlington). Returned to Arlington Assembly for shipping to final destination.	Inc.	
GU5	Rear axle, 3.23 ratio	Inc.	
H1T	Jet Black, Cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		\$0.00
K47	Air filter, heavy-duty	Inc.	
KC4	Cooling, external engine oil cooler	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, interior power outlet, 120-volt	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$1,595.00
MI2	Transmission, 10-speed automatic, electronically controlled	Inc.	
PCV	WT Convenience Package		\$565.00
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum		\$350.00
QDV	Tires, 265/70R17 all-terrain, blackwall		\$200.00
QT5	Tailgate, gate function manual with EZ Lift		\$150.00
UBI	USB ports, rear, dual, charge-only	Inc.	
V46	Bumper, front chrome		\$200.00
VJH	Bumper, rear chrome		\$0.00
VK3	License plate kit, front		\$0.00
VQ2	Fleet Processing Option		\$0.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	Inc.	
Z82	Trailer Package		\$425.00
SUBTOTAL			\$50,867.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$52,862.00

FUEL ECONOMY

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[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete)

Est City:15 MPG
Est Highway:19 MPG
Est Highway Cruising Range:456.00 mi

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Data Version: 24863. Data Updated: Mar 3, 2025 6:45:00 PM PST.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$56,234.14, FOR THE PURCHASE OF ONE (1) CHEVROLET SILVERADO 1500 4WD PICKUP FOR USE BY THE FIRE DEPARTMENT

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

SECTION 1: Bid is awarded and the Mayor and City Clerk are hereby authorized to enter into a contract with Superior Automotive Group in the total amount of \$56,234.14 for the purchase of one (1) Chevrolet Silverado 1500 4WD pickup for use by the Fire Department.

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
March 24, 2025	Steve Sims, Fire Chief	RESOLUTION: AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$62,703.04, FOR THE PURCHASE OF ONE (1) CHEVROLET TAHOE 4WD FOR USE BY THE FIRE DEPARTMENT

AGENDA ITEM # VII.G

RESOLUTION: AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$62,703.04, FOR THE PURCHASE OF ONE (1) CHEVROLET TAHOE 4WD FOR USE BY THE FIRE DEPARTMENT

BACKGROUND

RECOMMENDATION

Recommend to award bid and enter into contract.

FISCAL IMPACT

ATTACHMENTS

1. Tahoe Affidavit and Bid
2. Resolution Superior Chevrolet Tahoe for FD



Account #: NWC5378955

Company: CITY OF BELLA VISTA-LEGALS
PO BOX 5655
BELLA VISTA, AR 72714-0655

Ad number #: 477432

PO #:

Matter of: Fire Tahoe Bid

AFFIDAVIT • STATE OF ARKANSAS

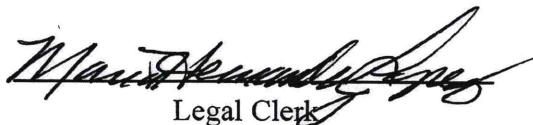
I, Maria Hernandez-Lopez, do solemnly swear that I am the Legal Clerk of the **NWA Democrat Gazette**, a daily newspaper printed and published in WASHINGTON/BENTON county, State of ARKANSAS; that I was so related to this publication at and during the publication of the annexed legal advertisement in the matter of :

Fire Tahoe Bid

Pending in the court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County, that said newspaper had been regularly printed and published in said county, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

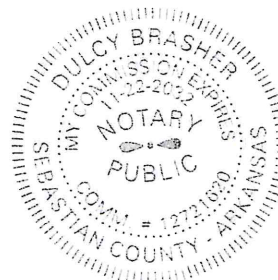
And that there is due or has been paid the **NWA Democrat Gazette** for publication the sum of \$38.00.
(Includes \$0.00 Affidavit Charge).

NWA Democrat Gazette 02/16/25; NWA nwaonline.com 02/16/25


Legal Clerk

State of ARKANSAS, County of Sebastian,
Subscribed and sworn to before me on this 17th day of February, 2025


NOTARY PUBLIC





Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

Bella Vista Fire Dept

Prepared For: Chief Steve Sims / Deputy Bryan Wolfgang

479 644 9425

bwolfgang@bellavistaar.gov

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2)



Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

Superior Automotive Group

Dealership Information

Bryan,

The attached bid is on the 2025 Chevrolet Silverado 1500 SSV/5W4 Special Service Pickup. You will also find a window sticker page that will show the equipment included in the bid.

I have also included the upfit on the quote per the specifications you require.

Thank you for the opportunity to be of service to my hometown, Bella Vista, Arkansas.

Don Clark
Fleet Director
Superior Automotive Group
dclark@drivesuperior.com

Prepared By:

Don Clark
Superior Automotive Group
479 268 1003
dclark@drivesuperior.com



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Data Version: 24863. Data Updated: Mar 3, 2025 6:45:00 PM PST.



[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (Complete)

Quote Worksheet

	MSRP
Base Price	\$55,600.00
Dest Charge	\$1,995.00
Total Options	\$447.00
Subtotal	\$58,042.00
Emergency Upfit	\$8,996.24
Subtotal Pre-Tax Adjustments	\$8,996.24
Less Customer Discount	(\$4,335.20)
Subtotal Discount	(\$4,335.20)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$62,703.04
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$62,703.04

Comments:

Thank you,

Don Clark
Fleet Director
Superior Automotive Group
dclark@drivesuperior.com
479-268-1003

3/4/25

Dealer Signature / Date

Customer Signature / Date

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (✔ Complete)

Window Sticker

For Equipment List Only

SUMMARY

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	MSRP:\$55,600.00
Interior:Jet Black, Cloth seat trim	
Exterior 1:Special Paint	
Exterior 2:No color has been selected.	
Engine, 5.3L EcoTec3 V8	
Transmission, 10-speed automatic	

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$55,600.00
OPTIONS		
**	** NOT AVAILABLE AT THIS TIME. REQUIRES A FLEET OR GOVERNMENT ORDER TYPE. **	\$0.00
01U	Special Paint	\$0.00
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
5T4	Special paint, Victory Red WA 9260	\$250.00
5T5	Seats, front cloth and second row vinyl	\$0.00
5W4	Identifier for Special Service vehicle	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
AMF	Remote Keyless Entry Package	Inc.
ATD	Seat delete, third row	Inc.
AX2	Key, unique	Inc.
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	Inc.

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Superior Automotive Group

Don Clark | 479 268 1003 | dclark@drivesuperior.com

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (✔ Complete)

AZ3	Seats, front 40/20/40 split-bench	Inc.	
BCV	Lock control, driver side auto door lock disable	Inc.	
BTV	Remote start	Inc.	
C6G	GVWR, 7600 lbs. (3447 kg)		\$0.00
CTB	Intersection Automatic Emergency Braking	Inc.	
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic with set and resume speed	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PQA	1FL Safety Package	Inc.	
QDF	Tires, 265/65R18SL all-season, blackwall		\$0.00
RC1	Skid plate, front	Inc.	
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum		\$0.00
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
TGK	Special Paint, one color		\$0.00
TQ5	IntelliBeam, automatic high beam on/off	Inc.	
UD7	Rear Parking Assist	Inc.	
UEU	Forward Collision Alert	Inc.	
UFB	Rear Cross Traffic Braking	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKI	Blind Zone Steering Assist	Inc.	
UKM	Lane Keep Assist	Inc.	
UKT	Front Pedestrian and Bicyclist Braking	Inc.	
UOW	Side Bicyclist Alert	Inc.	



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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (Complete)

URW	Audio system, 17.7" diagonal advanced color LCD display		\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VK3	License plate front mounting package		\$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		\$0.00
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
ZW7	Suspension, Premium Smooth Ride		\$0.00
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.	
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.	
—	Seat belts, 3-point, all seating positions	Inc.	
—	Active Hill Hold Assist	Inc.	
—	Protected idle	Inc.	
SUBTOTAL			\$56,047.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$58,042.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 24863. Data Updated: Mar 3, 2025 6:45:00 PM PST.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$62,703.04, FOR THE PURCHASE OF ONE (1) CHEVROLET TAHOE 4WD FOR USE BY THE FIRE DEPARTMENT

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

SECTION 1: Bid is awarded and the Mayor and City Clerk are hereby authorized to enter into a contract with Superior Automotive Group in the total amount of \$62,703.04 for the purchase of one (1) Chevrolet Tahoe 4WD for use by the Fire Department.

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
March 24, 2025	Wendi Hardina, HR Administrator	RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF DEMARA TITZER TO THE BELLA VISTA ARTS COUNCIL FOR A THREE (3) YEAR TERM

AGENDA ITEM # VII.H

RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF DEMARA TITZER TO THE BELLA VISTA ARTS COUNCIL FOR A THREE (3) YEAR TERM

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Arts Council Appt Titzer

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING THE MAYOR’S REAPPOINTMENT OF DEMARA TITZER
TO THE BELLA VISTA ARTS COUNCIL FOR A THREE (3) YEAR TERM**

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

SECTION 1: The Mayor’s reappointment of Demara Titzer to the Bella Vista Arts Council for a three (3) year term ending April 22, 2028, is hereby approved.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 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 <i>Third Reading</i>

AGENDA ITEM # VIII.I

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 *Third Reading*

BACKGROUND

The Planning and Development Department once again 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 a situation requires that. This position was created with the appropriate and previously approved budget and headcount by Council (under the 2024 and 2025 budget) to relieve Planning and Development staff in the enforcement area so they could focus on administration of the ordinance (plan and application review). Previously, planning and development staff were sending out NOVs individually as able. Due to a continued increase in workload and applications received, this area has also increased and requires a staff person of it's own. This position streamlines communication regarding compliance and funnels all compliance communication through one staff member rather than several others. It also relieves other staff of field time so they can focus more on reviews. Finally, this department had citation authority approximately from 2009 (ORD 2009-06) - 2023 (ORD 2023-33). Staff is proposing to return that authority to this department for proper enforcement. If not approved, the department will continue enforcement through Notice of Violations (written notices) as we have been since the restructure occurred in 2023 to continue supporting the

City of Bella Vista, Arkansas
City Hall

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

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department, other city staff, and the residents of Bella Vista. The Compliance Division went live in December of 2024. At the time of this report, since its activity started in December, our Development Compliance officer has responded to over 300 cases regarding development related ordinances.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

None.

ATTACHMENTS

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

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
March 24, 2025	Karen Hunt, Street Superintendent	ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF STREET SALT AND SAND BASED ON PRICE AND AVAILABILITY BY INFORMAL PRICE QUOTES THROUGH MAY 31, 2026 <i>Staff recommends move to third and final</i>

AGENDA ITEM # IX.J

ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF STREET SALT AND SAND BASED ON PRICE AND AVAILABILITY BY INFORMAL PRICE QUOTES THROUGH MAY 31, 2026 *Staff recommends move to third and final*

BACKGROUND

The Street Department will be replenishing the City's stockpile of road salt and sand from the 2024-2025 inclement weather season. As in the past, these materials are almost impossible to ascertain through the competitive bidding process due to the fact that vendors have committed to other customers and are not willing to take on new customers. We look for "brokers" by means of acquiring quotes for these items based on availability.

RECOMMENDATION

The Street Department recommends the Bella Vista City Council waive the competitive bidding process for the procurement of salt and sand for street treatment of icy road conditions necessary for the health, welfare, and public safety of the citizens of the City.
Staff recommends the third and final reading.

FISCAL IMPACT

2025 Street Department Operating Budget
Funds have been allocated in the City Council-approved Street Department Operating Budget in support of the purchases.

ATTACHMENTS

City of Bella Vista, Arkansas
City Hall

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1. Bid Waiver-Street Salt and Sand 2025-2026

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

**WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE
BIDDING AND AUTHORIZING THE PURCHASE OF STREET SALT
AND SAND BASED ON PRICE AND AVAILABILITY BY INFORMAL
PRICE QUOTES THROUGH MAY 31, 2026**

WHEREAS, the procurement of sand and salt for street treatment of icy conditions is necessary for the health, public safety and welfare of the citizens of the City; and

WHEREAS, formal competitive bidding of salt and sand is not feasible or practical due to a lack of potential bidders caused by restricted availability of such products for delivery to the City; and

WHEREAS, it is anticipated that more than \$35,000.00 worth of salt and sand are necessary for City needs through the winter season of 2025-2026;

**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 the Mayor to purchase street salt and sand based on price and availability by informal price quotes through May 31, 2026.

ADOPTED THIS ____ DAY OF _____, 20____.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

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



**MEETING
DATE**

March 24,
2025

PREPARED BY

Steve Sims,
Fire Chief

LEGISLATIVE TITLE

RESOLUTION: AMENDING THE 2025 CITY BUDGET TO APPROPRIATE A TOTAL OF \$53,083.33 AND TO AUTHORIZE AN ADDITIONAL BUILDING INSPECTOR POSITION BEGINNING JUNE 2025 FOR THE FIRE DEPARTMENT

AGENDA ITEM # IX.K

RESOLUTION: AMENDING THE 2025 CITY BUDGET TO APPROPRIATE A TOTAL OF \$53,083.33 AND TO AUTHORIZE AN ADDITIONAL BUILDING INSPECTOR POSITION BEGINNING JUNE 2025 FOR THE FIRE DEPARTMENT

BACKGROUND

The fire department needs to hire an additional building inspector to start in June 2025 (7 months of salary and benefits for 2025).

RECOMMENDATION

Recommend to approve budget adjustment to hire one building inspector.

FISCAL IMPACT

Budget adjustment would be for a total of \$53,083.33 (\$37,158.33 salary, \$5,308.33 retirement match, and \$10,616.67 medical benefits)

ATTACHMENTS

1. Budget Adjustment-Building Inspector
2. Budget Ammendment Req Form-Bldg Insp
3. Resolution Budget Adjust Fire Buld Inspector

FD Admin - Requesting Additional Headcount & Admend 2025 Budet

<u>Inspector</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
	\$ 46,665.00	\$ 58,330.00	\$ 70,000.00
Plus 30% Benefits	\$ 14,000.00	\$ 17,500.00	\$ 21,000.00
Total Annual	\$ 60,665.00	\$ 75,830.00	\$ 91,000.00

7 Months - June 2025	\$ 35,387.92	\$ 44,234.17	\$ 53,083.33	Total Budget Adjustment Request
-----------------------------	---------------------	---------------------	---------------------	---------------------------------

City of Bella Vista
Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date 3/24/25

Department 30-Fire

Budget Impact Information

Agenda / Expense Description

Requesting to hire an additional building inspector to FD budget (hire June 2025)

Amount

\$ 37,158.33

Fund

General

Source

Available Funds

Expense Dept

Operations - 30-FD

Account Name or Number

50500

City of Bella Vista

Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date 3/24/25

Department 30-Fire

Budget Impact Information

Agenda / Expense Description

Retirement benefits for requested building inspector (hire June 2025)

Amount

\$ 5,308.33

Fund

General

Source

Available Funds

Expense Dept

Operations - 30-FD

Account Name or Number

51400

City of Bella Vista

Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date 3/24/25

Department 30-Fire

Budget Impact Information

Agenda / Expense Description

Medical benefits for requested building inspector (hire June 2025)

Amount

\$ 10,616.67

Fund

General

Source

Available Funds

Expense Dept

Operations - 30-FD

Account Name or Number

51000

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2025 CITY BUDGET TO APPROPRIATE A TOTAL OF \$53,083.33 AND TO AUTHORIZE AN ADDITIONAL BUILDING INSPECTOR POSITION BEGINNING JUNE 2025 FOR THE FIRE 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 hereby amends the 2025 City Budget to appropriate a total of \$53,083.33 and to authorize an additional building inspector position beginning June 2025 for the Fire Department. A copy of the budget adjustment is attached to this Resolution and incorporated herein as if set out word-for-word.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 2025	Taylor Robertson, Planning and Development Director	RESOLUTION: AMENDING THE 2025 CITY BUDGET TO RECOGNIZE AND APPROPRIATE AN ADDITIONAL \$101,496.00 IN GRANT REVENUE FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION AND THE WALTON FAMILY FOUNDATION TO FUND 100% OF AN ACTIVE TRANSPORTATION PUBLIC OUTREACH AND EDUCATION PROJECT

AGENDA ITEM # IX.L

RESOLUTION: AMENDING THE 2025 CITY BUDGET TO RECOGNIZE AND APPROPRIATE AN ADDITIONAL \$101,496.00 IN GRANT REVENUE FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION AND THE WALTON FAMILY FOUNDATION TO FUND 100% OF AN ACTIVE TRANSPORTATION PUBLIC OUTREACH AND EDUCATION PROJECT

BACKGROUND

Bella Vista has been awarded \$81,000 from Arkansas Department of Transportation and \$20,496 from the Walton Family Foundation in order to pursue an Active Transportation public outreach and education project for 2025 for 100% of the estimated project costs. ARDOT requires funds to be expended prior to receiving reimbursement. Thus, a budget adjustment is needed to account for expenses that we will then be reimbursed for later. However, Walton Family Foundation has already sent a check to the City for their awarded grant up front and the budget needs to be adjusted to account for this grant to settle the budget in our system.

Staff is currently waiting on a ARDOT approval to start the project. They estimate that we will be able to start this project in early April pending the Agreement drafting timing. In order to be prepared to start in early April, staff is proposing to amend the budget now to avoid any further delays and a smoother agreement process.

RECOMMENDATION

Staff recommends approval of this budget amendment.

FISCAL IMPACT

City of Bella Vista, Arkansas
City Hall

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None due to 100% of the project being refunded or funded up front. However, the budget needs adjusted by \$101,496.

ATTACHMENTS

1. Budget Adj ACT Education Grants
2. Resolution Budget Adjust ARDOT Walton Grant revenue

City of Bella Vista

Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date

Department

Budget Impact Information

Agenda / Expense Description

Amount

Fund

Source

Expense Dept

Account Name or Number

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2025 CITY BUDGET TO RECOGNIZE AND APPROPRIATE AN ADDITIONAL \$101,496.00 IN GRANT REVENUE FROM THE ARKANSAS DEPARTMENT OF TRANSPORTATION AND THE WALTON FAMILY FOUNDATION TO FUND 100% OF AN ACTIVE TRANSPORTATION PUBLIC OUTREACH AND EDUCATION PROJECT

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

SECTION 1: The City Council of the City of Bella Vista hereby amends the 2025 City Budget to recognize and appropriate an additional \$101,496.00 in grant revenue from the Arkansas Department of Transportation and the Walton Family Foundation to fund 100% of an active transportation public outreach and education project. A copy of the budget amendment is attached to this Resolution and incorporated word-for-word herein.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 2025	Wanda Krug, City Clerk	RESOLUTION: REQUIRING THE CITY OF BELLA VISTA TO STUDY THE FEASIBILITY OF ENACTING AN ALCOHOLIC BEVERAGE SALES PERMITTING AND TAXATION PROGRAM

AGENDA ITEM # IX.M

RESOLUTION: REQUIRING THE CITY OF BELLA VISTA TO STUDY THE FEASIBILITY OF ENACTING AN ALCOHOLIC BEVERAGE SALES PERMITTING AND TAXATION PROGRAM

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Alcohol Permit and Tax Study
2. Size Rank Alcohol Tax Resolution document

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**REQUIRING THE CITY OF BELLA VISTA TO STUDY THE
FEASIBILITY OF ENACTING AN ALCOHOLIC BEVERAGE SALES
PERMITTING AND TAXATION PROGRAM**

WHEREAS, unlike most Northwest Arkansas cities, the City of Bella Vista does not require permits, nor does it impose supplemental beverage taxes, for the sale, either for on-premises or off-premises consumption, of alcoholic beverages; and

WHEREAS, such permit issuance and tax collection would have to be conducted by City officials; and

WHEREAS, it is currently unknown how much permit fees and supplemental beverage taxes could collect for the City in revenue, as are the costs to the City in time and labor of implementing such a program; and

WHEREAS, public safety is largely lead by City resources and public safety departments.

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

SECTION 1: The City Council hereby requires the City of Bella Vista to study the feasibility of enacting an alcoholic beverage permitting and taxation program. In so doing, such study should undertake estimating possible revenues and costs to the City for implementing such a program and report findings within 45 days.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Council Member Shea Newport
Prepared by Jason Kelley, Staff Attorney

Size Rank	City	Population	2024 Rev. Budget	\$ Per Citizen	SQ. Miles	Alcohol Tax
13th	Sherwood	33,118	38,055,367	\$ 1,149.08	20.74	Yes
14th	Bella Vista	32,368	21,654,309	\$ 669.00	45.31	No
15th	Paragould	30,520	25,842,725	\$ 846.75	31.86	Yes

Council Member Shea Newport

RESOLUTION: Bella Vista Feasibility Study for Alcoholic Beverage Tax



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 2025	Wanda Krug, City Clerk	RESOLUTION: REPEALING RESOLUTION NO. R2025-19 AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RED RIVER DODGE OF HEBER SPRINGS, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR THE PURCHASE OF ONE (1) RAM 1500 4X4 PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$40,500.00 FOR USE BY THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT

AGENDA ITEM # IX.N

RESOLUTION: REPEALING RESOLUTION NO. R2025-19 AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RED RIVER DODGE OF HEBER SPRINGS, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR THE PURCHASE OF ONE (1) RAM 1500 4X4 PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$40,500.00 FOR USE BY THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Red River Ram Truck Police

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

REPEALING RESOLUTION NO. R2025-19 AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH RED RIVER DODGE OF HEBER SPRINGS, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR THE PURCHASE OF ONE (1) RAM 1500 4X4 PICKUP TRUCK IN AN AMOUNT NOT TO EXCEED \$40,500.00 FOR USE BY THE CODE ENFORCEMENT DIVISION OF THE POLICE DEPARTMENT

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

SECTION 1: Resolution No. R2025-19 is hereby repealed.

SECTION 2: The Mayor and City Clerk are hereby authorized to enter into a contract with Red River Dodge of Heber Springs, pursuant to a state procurement contract, for the purchase of one (1) Ram 1500 4x4 pickup truck in an amount not to exceed \$40,500.00 for use by the code enforcement division of the Police 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



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 2025	Taylor Robertson, Planning and Development Director	RESOLUTION: EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA, ARKANSAS TO UTILIZE FEDERAL-AID FUNDS FOR A TRAIL AND GREENWAY MASTER PLAN AND BELLA VISTA WAY PLANNING STUDY

AGENDA ITEM # IX.O

RESOLUTION: EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA, ARKANSAS TO UTILIZE FEDERAL-AID FUNDS FOR A TRAIL AND GREENWAY MASTER PLAN AND BELLA VISTA WAY PLANNING STUDY

BACKGROUND

Staff is proposing to apply for two projects with the NWARPC Surface Transportation Block Grant Program:

1. Updating the Bella Vista Trail and Greenway Master Plan with an estimated cost of \$200,000. The NWARPC Bike and Pedestrian Plan is being updated and finalized in 2025. As such, our local plan that is based off of that plan should be updated. it is also 10 years old and is due for an update to ensure it is aligned with the current goals and desires of current residents. Additionally, the maps need updated to reflect current trails and future trails.
2. Providing a planning study for Bella Vista Way to provide multiple modes of transportation and increase safety for all users with an estimated cost of \$388,000. Bella Vista Way is listed as a Priority 1 Bike Route in our adopted Comprehensive Plan and the mobility plan states we should be planning for the evolution of transit ultimately serving the community, primarily along the US-71 Corridor to to influence connectivity within the community. The adopted Greenway Master Plan shows a portion of 71 having the primary paved surface trail in our city. Finally, the regional bike and pedestrian plan shows a shared use paved trail and protected bike lane along 71.

Ultimately, these plans would be aligned with adopted goals of the city and would be step towards achieving them.

This grant, if awarded, supplies 80% of the project cost. Staff plans to apply for local

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grants to cover the 20% should the regional grant be updated due to interest given from local entities. However, if we were not awarded grants by local entities, the projected cost of the city's part would be \$40,000 for the Trails Plan Update and \$77,600 for the Bella Vista Way Planning Study. Applications are due April 3, 2025 for this grant.

RECOMMENDATION

Staff recommends approval of this resolution.

FISCAL IMPACT

None at this time.

ATTACHMENTS

1. Resolution Greenway Master Plan Grant
2. Resolution Greenway Master Plan Grant NWARPC

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA,
ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION
ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM
FUNDS**

WHEREAS, the City of Bella Vista, Arkansas understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve a Trail and Greenway Master Plan and Planning Study for Bella Vista Way; and

WHEREAS, the City of Bella Vista, Arkansas understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project;

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

SECTION 1: The City of Bella Vista, Arkansas will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 2: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project.

SECTION 3: The City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA,
ARKANSAS TO UTILIZE FEDERAL-AID FUNDS FOR A TRAIL AND
GREENWAY MASTER PLAN AND BELLA VISTA WAY PLANNING
STUDY**

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Bella Vista, Arkansas authorizes the application submittal for the Bella Vista Trail and Greenway Master Plan and Bella Vista Way planning study.

SECTION 2: The City of Bella Vista, Arkansas will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.

SECTION 3: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Bella Vista, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 2025	Taylor Robertson, Planning and Development Director	RESOLUTION: EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM FUNDS

AGENDA ITEM # IX.P

RESOLUTION: EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM FUNDS

BACKGROUND

Staff is proposing to apply for two projects with the ARDOT Transportation Alternative Program:

1. Updating the Bella Vista Trail and Greenway Master Plan with an estimated cost of \$200,000. The NWARPC Bike and Pedestrian Plan is being updated and finalized in 2025. As such, our local plan that is based off of that plan should be updated. It is also 10 years old and is due for an update to ensure it is aligned with the current goals and desires of current residents. Additionally, the maps need updated to reflect current trails and future trails.
2. Providing a planning study for Bella Vista Way to provide multiple modes of transportation and increase safety for all users with an estimated cost of \$388,000. Bella Vista Way is listed as a Priority 1 Bike Route in our adopted Comprehensive Plan and the mobility plan states we should be planning for the evolution of transit ultimately serving the community, primarily along the US-71 Corridor to influence connectivity within the community. The adopted Greenway Master Plan shows a portion of 71 having the primary paved surface trail in our city. Finally, the regional bike and pedestrian plan shows a shared use paved trail and protected bike lane along 71.

Ultimately, these plans would be aligned with adopted goals of the city and would be steps towards achieving them.

This grant, if awarded, supplies 80% of the project cost. Staff plans to apply for local grants to cover the 20% should the regional grant be updated due to interest given

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from local entities. However, if we were not awarded grants by local entities, the projected cost of the city's part would be \$40,000 for the Trails Plan Update and \$77,600 for the Bella Vista Way Planning Study. Applications are due April 3, 2025 for this grant.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

None at this time.

ATTACHMENTS

1. Resolution Greenway Master Plan Grant

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA,
ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION
ALTERNATIVES PROGRAM OR RECREATIONAL TRAILS PROGRAM
FUNDS**

WHEREAS, the City of Bella Vista, Arkansas understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve a Trail and Greenway Master Plan and Planning Study for Bella Vista Way; and

WHEREAS, the City of Bella Vista, Arkansas understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project;

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

SECTION 1: The City of Bella Vista, Arkansas will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 2: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project.

SECTION 3: The City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 24, 2025	Wendi Hardina, HR Administrator	RESOLUTION: APPROVING AN ART LEASE FOR MICK THE FROG

AGENDA ITEM # IX.Q

RESOLUTION: APPROVING AN ART LEASE FOR MICK THE FROG

BACKGROUND

City of Bella Vista Public Art Program Sculpture Lease Agreement.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Mick the Frog; Sculpture Lease Agreement; 2025.03.24
2. Resolution Art Lease

John Flynn

From: Demara Titzer <demara.titzer@gmail.com>
Sent: Wednesday, March 12, 2025 2:25 PM
To: John Flynn
Subject: Lease Sculpture Change - Bird Watcher Sold - Replace with Mick the Frog Takes a Holiday
Attachments: Doug Cox Mick Frog BVAC 2025 sculpture lease agreement.doc

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

Mayor Flynn. Our beloved artist Doug Cox has had good fortune and found a buyer for his Bird Watchers sculpture. He has agreed to provide us his Mick the Frog Takes a Holiday sculpture for our 2025-2026 lease Bluebird sculpture trail.

Please see the attached agreement with an image of the sculpture. If there are no questions please execute this agreement and void the agreement processed in August of 2024.

While Mick the Frog does not have the vibrant colors of Bird Watchers it will still provide a whimsical and family friendly sculpture to our park.

Thank you,

Demara Titzer
President
Bella Vista Arts Council
Bellavistaarts.com
479-366-0367



CITY OF BELLA VISTA PUBLIC ART PROGRAM
2025 Blue Bird Sculpture Trail
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 12 day of March, 2025, by and between the City of Bella Vista, a municipal corporation organized and existing under the laws of the State of Arkansas, (hereinafter referred to as the "City") and Artist Name James Douglas Cox and Address 206 E Hines St, Republic, Mo. 65738 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to provide a sculpture walk along the Bluebird Trail which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property along the Blue Bird Sculpture Trail (hereinafter referred to as the "Site"), Bella Vista, Arkansas.

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall loan the Art Work to the City for a twelve (12) month time period beginning on or around June 1, 2025 and ending on or around June 1, 2026. The installation date will be coordinated with all incoming artists to delivery on the same day and pick up on the same day based on mutual availability of artists and the city resources.
- e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
- f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.

1.2 Delivery and Installation

- a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.
- c) The Artist shall deliver and install the completed Art Work at the Site mid May, date pending, 2025, and shall remove the Art Work from said Site as scheduled around Mid May, 2026, date pending.
- d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.
- e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.
- f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.
- b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$1,800 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.
- b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a \$1,800 credit towards the final purchase price.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

- a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

- a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and
- b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.
- b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

- a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of \$30,000 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the \$30,000 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of Bella Vista Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

City Contact Mayor John Flynn
City of Bella Vista
101 NE Towncenter
Bella Vista, AR 72714

2) if to the Artist, to:

Name James Douglas Cox
Street Address 206 E Hines St.
City, State and Zip Code Republic, Mo. 65738

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Artist Name James Douglas Cox

Artist Signature

A handwritten signature in cursive script, appearing to read "James D. Cox", written in dark ink.

CITY

Signature _____
Mayor John Flynn
City of Bella Vista

Exhibit A

Title - Mick the Frog Takes a Holiday
Year Created - 2020
Materials - Stainless Steel
Purchase Value: \$30,000

Description and Artist Statement related to the sculpture.

I've always been a Rolling Stones fan and I wanted to figure out how to incorporate their logo into a sculpture. I made a smaller frog with the logo as the frog's mouth and tongue and liked it so I built a larger version of it. To fill it out, I added a couple of flowers and a butterfly. The spider and web were an afterthought, though they did add stability to the top part.

Overall height 13'6"



Insert Image

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING AN ART LEASE FOR MICK THE FROG

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

SECTION 1: The City Council of the City of Bella Vista hereby approves the art lease
for Mick the Frog as attached and incorporated into this Resolution.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney