



Bella Vista City Council Regular Meeting Agenda

Date/Time: April 28, 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. Monthly Financial Report: Mayor John Flynn
- B. Active Transportation Advisory Board Report: Chairperson Wendy Taylor
- C. Monarch Butterfly Day Proclamation: Mayor John Flynn

(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: March 24, 2025, City Council Regular Meeting Minutes
- E. **RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF LINDA FIETH TO THE TREE ADVISORY BOARD (POSITION 1) FOR A THREE (3) YEAR TERM ENDING MAY 1, 2028
- F. **RESOLUTION:** APPROVING THE MAYOR'S REAPPOINTMENT OF MIKE ABB TO THE TREE ADVISORY BOARD FOR A THREE (3) YEAR TERM ENDING MAY 1, 2028
- G. **RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF CODY MOORE TO THE BELLA VISTA BOARD OF CONSTRUCTION APPEALS FOR AN UNEXPIRED TERM ENDING JANUARY 1, 2026, DUE TO THE RESIGNATION OF WADE STEWART

VIII. Unfinished Business

IX. New Business

See meeting packet for complete ordinances and resolutions.

- H. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH APAC CENTRAL, INC. IN THE AMOUNT OF \$101.25 PER TON FOR ASPHALT STREET RESURFACING (HOT MIX OVERLAY) AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VANCE BROTHERS INC. IN THE AMOUNT OF \$2.88 PER SQUARE YARD FOR SLURRY STREET RESURFACING
- I. **RESOLUTION:** AMENDING THE 2025 CITY BUDGET TO RE-APPROPRIATE UNSPENT DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2024
- J. **RESOLUTION:** AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF BELLA VISTA AND THE CITY OF GRAVETTE REGARDING COST-SHARING OF IMPROVEMENTS TO HIWASSE ROAD

- K. **RESOLUTION:** AMENDING THE 2025 CITY BUDGET TO AUTHORIZE ONE ADDITIONAL PART-TIME POSITION IN INFORMATION TECHNOLOGY WITHIN EXISTING FUNDING

X. Announcements

- Next City Council Work Session: 5:30 pm Monday, May 19, at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Tuesday, May 27, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, May 1, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, May 12, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, May 13, 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
A place to call home

Financial Reports for the one - month
period ending January 31, 2025

	General Fund		Street Fund	
	As of January 2025	As of January 2024	As of January 2025	As of January 2024
<u>ASSETS</u>				
Cash and Cash Equivalents	\$ 8,895,112	\$ 8,154,496	\$ 666,755.76	\$ 433,541
Accounts Receivable	1,937,176	1,687,164	2,855	2,381
Other Assets	3,614,460	6,910,279	-	-
Interfund Receivables	-	527,104	-	153,733
TOTAL ASSETS	\$ 14,446,749	\$ 17,279,044	\$ 669,611	\$ 589,655
<u>LIABILITIES AND FUND BALANCES</u>				
<u>Liabilities</u>				
Accounts Payable	\$ 511,134	\$ 526,264	\$ 28,451	\$ 4,600
Interfund Payables	62,878	-	86,709	331,802
TOTAL LIABILITIES	\$ 574,012	\$ 526,264	\$ 115,160	\$ 336,402
<u>Fund Balances</u>				
Restricted	\$ 1,171,589	\$ 737,615	\$ 554,451	\$ 253,253
Assigned	\$ 351,928	\$ 161,394		
Unassigned	\$ 12,349,220	\$ 15,853,771	\$ -	\$ -
TOTAL FUND BALANCES	\$ 13,872,736	\$ 16,752,780	\$ 554,451	\$ 253,253
TOTAL LIABILITIES AND FUND BALANCES	\$ 14,446,749	\$ 17,279,044	\$ 669,611	\$ 589,655

	GENERAL FUND				STREET FUND			
	Year-To-Date Actual Jan 2025- January 2025	Prior Year-To-Date Actual Jan 2024- January 2024	Year-To-Date Adopted Budget Jan 2025- January 2025	Budget Surplus (Deficit)	Year-To-Date Actual Jan 2025- January 2025	Prior Year-To-Date Actual Jan 2024- January 2024	Year-To-Date Adopted Budget Jan 2025-January 2025	Budget Surplus (Deficit)
REVENUES - Unrestricted/Unassigned								
State Aid	60,855	60,865	36,333	24,522	-	-	-	-
Property Tax Revenue	16,521	13,764	368,334	(351,812)	-	-	-	-
Franchise Fees	206,918	204,101	181,250	25,668	-	-	-	-
City Sales Tax	418,126	351,952	338,500	79,626	-	-	-	-
County Sales Tax - General	929,722	863,615	787,500	142,222	-	-	-	-
Total Sales Tax Revenue	1,347,848	1,215,567	1,126,000	221,848	-	-	-	-
Fines, forfeitures, and costs	21,392	20,364	13,333	8,059	-	-	-	-
Interest Income	22,045	41,875	20,000	2,045	-	-	-	-
Local permits and fees	110,340	96,270	65,542	44,799	-	-	-	-
Solid Waste Pick Up Fees	-	23,961	24,500	(24,500)	-	-	-	-
Ambulance Fees	121,308	115,700	104,167	17,141	-	-	-	-
Other Income	25,342	14,088	2,667	22,675	-	-	-	-
TOTAL REVENUES - OPERATING	1,932,570	1,806,557	1,942,126	(9,555)	-	-	-	-
REVENUES - Restricted/Assigned								
County Turnback Revenues - Street					2,855	2,381	63,417	(60,561)
State Aid	12,586	7,888	-	12,586	220,322	208,765	208,333	11,989
Federal Aid (Grants, etc.)	-	-	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-	-	-
Fines, forfeitures, and costs	1,589	10,122	-	1,589	-	-	-	-
Interest Income - Street Fund	-	-	-	-	-	652	-	-
Other Income	10,316	6,653	-	10,316	-	-	-	-
TOTAL REVENUES - RESTRICTED/ASSIGNED	24,491	24,663	-	24,491	223,177	211,798	271,750	(48,573)
TOTAL REVENUES	1,957,061	1,831,220	1,942,126	14,935	223,177	211,798	271,750	(48,573)

	GENERAL FUND				STREET FUND			
	Year-To-Date Actual Jan 2025- January 2025	Prior Year-To-Date Actual Jan 2024- January 2024	Year-To-Date Adopted Budget Jan 2025- January 2025	Budget Surplus (Deficit)	Year-To-Date Actual Jan 2025- January 2025	Prior Year-To-Date Actual Jan 2024- January 2024	Year-To-Date Adopted Budget Jan 2025-January 2025	Budget Surplus (Deficit)
EXPENDITURES								
OPERATING AND CAPITAL								
General Government:								
Admin (Admin, HR, and IT)	\$ 342,454	\$ 263,783	\$ 208,533	\$ (133,921)				
Legal (Legal and Court)	\$ 34,133	\$ 34,393	\$ 39,139	\$ 5,006				
Planning & Development	\$ 81,685	\$ 92,313	\$ 105,684	\$ 23,999				
Total General Government	\$ 458,272	\$ 390,489	\$ 353,356	\$ (104,916)				
Law Enforcement (Police)	403,475	492,134	634,166	230,691				
Streets	-	-	-	-	\$ 249,924	\$ 156,916	\$ 373,233	\$ 123,309
Public Safety (Fire and Ambulance)	535,099	706,540	780,792	245,693				
Recreation and Culture (Library)	42,142	39,479	76,619	34,477				
Total Other Government	\$ 980,716	\$ 1,238,153	\$ 1,491,577	\$ 510,861	249,924	156,916	373,233	123,309
TOTAL OPERATING Expenditures	\$ 1,438,989	\$ 1,628,642	\$ 1,844,933	\$ 405,946	\$ 249,924	\$ 156,916	\$ 373,233	\$ 123,309
REVENUES OVER/ (UNDER) OPERATING EXPENDITURES	\$ 518,072	\$ 202,578	\$ 97,192	\$ 420,881	\$ (26,747)	\$ 54,883	\$ (101,483)	\$ 74,736
Capital Projects								
Impact Fees	-	27,758	\$ -	-				
Capital Projects	-	260,522	5,198,979	5,198,979				
Total Capital Projects	\$ -	\$ 288,279	\$ 5,198,979	\$ 5,198,979				
DEBT SERVICE:								
TOTAL DEBT SERVICE	\$ -	\$ -	\$ -	\$ -				
TOTAL OPERATING, CAPITAL IMPROVEMENT, AND DEBT SERVICE EXPENDITURES	\$ 1,438,989	\$ 1,916,921	\$ 7,043,912	\$ 5,604,924	\$ 249,924	\$ 156,916	\$ 373,233	\$ 123,309
REVENUES OVER/ (UNDER) EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)	\$ 518,072	\$ (85,701)	\$ (5,101,787)	\$ 5,619,859	\$ (26,747)	\$ 54,883	\$ (101,483)	\$ 74,736
OTHER FINANCING SOURCES (USES)								
Transfers In (Out)	\$ (57,881)	\$ -	\$ (56,899)	\$ (982)	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER FINANCING SOURCES (USES)	\$ (57,881)	\$ -	\$ (56,899)	\$ (982)	\$ -	\$ -	\$ -	\$ -
NET REVENUES (EXPENDITURES)	\$ 460,191	\$ (85,701)	\$ (5,158,685)	\$ 5,618,877	\$ (26,747)	\$ 54,883	\$ (101,483)	\$ 74,736

Sales Tax Detail January 2025

City Sales Tax

FS Month	CY Actual	PY Actual	Increase (Decrease) from Prior Yr	Increase (Decrease) as % from prior yr	2023 Budget	Budget Surplus (Deficit)
YTD	\$ 418,126	\$ 351,952	\$ 66,174	19%	\$ 3,886,000	\$ (3,467,874)
						-89.2%

County Sales Tax

	CY Actual	PY Actual	Increase (Decrease) from Prior Yr	Increase (Decrease) as % from prior yr	2023 Budget	Budget Surplus (Deficit)
YTD	\$ 929,722	\$ 863,615	\$ 66,106	8%	\$ 9,351,000	\$ (8,421,278)
						-90.1%

Total	<u>\$ 1,347,848</u>	<u>\$ 1,215,567</u>	<u>\$ 132,281</u>	11%	<u>\$ 13,237,000</u>	<u>\$ (11,889,152)</u>
-------	---------------------	---------------------	-------------------	-----	----------------------	------------------------

Note:

For the January Financials Statement, the January Sales Tax relates to December sales.

Misc Additional Information January 2025

2025 Non-budgeted Requests

Estimated Unassigned Funds Available after Capital Requests 145,129

Date Appr	Dept	Description	Type	Inflows	Expenses	Resolution
-----------	------	-------------	------	---------	----------	------------

Adjusted Estimated Unassigned Funds Available after Capital Requests 145,129.00

Impact Fee Revenue

Impact Fees	Current Year 44610 - SF Res	Prior Year 44610 - SF Res	Change	Other Impact Fees
PY Years		1,323,070		
1-Jan	71,485	66,294	5,191	
Total YTD	71,485	66,294	5,191	-
2024 Total Revenue		716,327		15,670
Total Impact fees		2,110,882		15,670

Impact Fee Use

	Source	Police	Fire	Library	Total	Resolution #
	SFR	557,273	1,454,398	99,211	2,110,882	
	Other	10,815	4,145	710	15,670	
Prior Year Expenditures		(275,628)	(905,689)	(16,075)	(1,197,392)	
Funds Available		292,460.11	552,853.18	83,846.66	929,159.95	

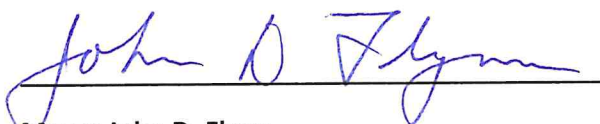
PROCLAMATION

- WHEREAS,** the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and
- WHEREAS,** 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but populations of this iconic species have declined by 90% in the last two decades; and
- WHEREAS,** cities, towns and counties have a critical role to play to help save the monarch butterfly; and
- WHEREAS,** Bella Vista, Arkansas has taken the National Wildlife Federation's Mayors' Monarch Pledge to demonstrate the city's commitment to creating a habitat and educating citizens about how they can make a difference at home; and
- WHEREAS,** Every resident of Bella Vista can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

NOW, THEREFORE, I, John D. Flynn, by virtue of the authority vested in me as Mayor of Bella Vista, do hereby proclaim April 11 as: **Mayors' Monarch Pledge Day** in the city of Bella Vista, Arkansas.

Further, I officially recommit, today, to continue to take meaningful action to protect the monarch and to leave this legacy to the leaders following after me. I encourage all residents, city staff and visitors to participate in taking steps to increase the planting of milkweed and nectar plants to preserve and strengthen the monarch butterfly population.

Dated this 3rd day of April, 2025


Mayor John D. Flynn



BELLA VISTA CITY COUNCIL REGULAR MEETING

March 24, 2025 6:00 PM

Bella Vista District Court 2483 Forest Hills Blvd., Bella Vista, AR 72715

MINUTES

Call to Order

Pledge of Allegiance recited.

Roll Call called by Clerk Krug. Council Members Hughes, Newport, Isbell, Honchell, Harp were present. Council Member Wilms was absent. Mayor Flynn was present. Council Member Wilms arrived at 6:15 pm.

Citizen Input

Julie Hull, 17 Stevenson Lane. Julie came to speak about septic-related issues that affect realtors like herself. She cited Ordinance 2021-32, and asked Council members to add a proper advertising clause or please uphold violations of the ordinance. She referred to several incidents of realtors listing 2-bedroom septic properties as 3-bedroom homes for sale, which is a clear misrepresentation of those properties. Failed septic systems occur with overload and can quickly affect adjacent properties. She urged the City to address the non-compliant realtors who list homes for sale improperly, because proper disclosure is fair to the public.

Council Member Reply

Council Member Hughes thanked Ms. Hulls for coming to speak. She acknowledged the reality regarding septic and realtors in Bella Vista, and stated there is work to be done by the Council to address these issues. Council Member Harp thanked Ms. Hulls for coming and bringing this to the Council's attention. He said he spoke with several realtors to find out more, and he believes the legislation in place does not need to be updated. He believes it is a question of upholding Ordinance 2021-32 and compliance.

Reports

State of the City Report: Mayor John Flynn

Mayor Flynn announced the official 2025 State of the City Report is on the City website for those who want to read it. He summarized it:

- The new Oz Trail Bike Park has recently been approved by the Planning Commission.
- Campfire Ranch, another Blue Crane development, is being renovated and will be a positive addition to the community.
- The S & P Global ratings improved Bella Vista's rating from AA- to AA

recently, another positive step.

- The Fire Department Station #1 living quarters were completed in 2024. Also, the new Fire Training Tower was completed and opened in 2024.
- The Fire Department had over 4000 ambulance and fire calls in 2024, and that number has been increasing every year along with our population increase.
- The Planning and Development Department had similar increases. In 2024, Planning issued 636 housing permits. Every type of permit issued by the City has increased by more than 100% in the last five years, and some even 200% and 300%.
- The City was rebranded with an updated logo, thanks to Cassi Lapp, Communications Director. It reflects well on the modern view of Bella Vista, and people seem to be very happy with it.
- Street Department: More than 50 miles of streets were resurfaced in 2024, and over 1200 work orders were completed. The Street Department did an excellent job on snow removal. They won an AML trendsetter city award for their asphalt zipper, a machine that saves the City time and money.
- The Police Department added body cameras and a new in-car camera system. Police continued to do a great job on customer relations, which included a National Night Out, Shop with a Cop, Coffee with a Cop, and Citizens Police Academy. Police have accomplished more than 12,000 hours of training, which greatly exceeds the minimum requirement.
- The Library has experienced great growth in foot traffic, and also in new library cards, increasing by about 12% in 2024. The Library has a new expanded parking lot with lights, thanks to the Library Foundation. Quite a few new programs have been developed.
- The IT department was successful in rebutting attempted hacking last year, and they have improved the city's cybersecurity even further since then. They have been actively working on body cams and bringing technology into newly constructed facilities.
- Mayor Flynn concluded that the city is in good financial shape and all the departments are working hard. The city continues to experience significant growth and a lot of people want to move to Bella Vista. This is a great compliment and provides a positive outlook.

Monthly Financial Report: December 31, 2024, Year End Report

Mayor Flynn summarized the end-of-year Financial Report through December 31, 2024. The report was emailed to the Council members that morning and added to the city website. It has been very consistent with past reports. City sales tax was up 7% for the year and county sales tax was

up only 1%. Our city sales tax increase was greater than other cities in Arkansas, as most cities were fairly flat this past year. Property tax revenue was up 4.5%, and people are aware that their housing values are going up. Property tax goes mainly to the schools, not to the city. The city gets about \$200 per house from property tax. When values go way up, one's property tax only increases by 5% each year on the home lived in. A special rule exists for residents aged 65+, whereby property tax value is frozen, unless there is an increased millage. Almost 30% of the population is frozen in Bella Vista. Property tax does continue to go up, and the total is almost \$4 million dollars, almost as much as our city sales tax. All in all, our operating revenue went up 2.8% last year. Our operating expenses were under budget by \$369,000. The city is in good shape financially, but it continues to be a challenge on the budget side. Mayor Flynn appreciates all the departments working so hard to accomplish a lot with fewer people than they would like to have.

Tree Board Report: Chairman Mike Abb

Mayor Flynn introduced Mike Abb, Chair of the Tree Board, who came to give a report. He said the Tree Board is the mascot of Bella Vista, but unfortunately, it is something that isn't growing along with the city's growth. He said the role of the Tree Board is to celebrate the canopy, and continue to grow the canopy. The Tree Board began 7 years ago in 2017 and they have gained some big wins. They applied for and achieved the designation of Bella Vista as an official Tree City USA, and have placed the signs on the entrances to town. They have also achieved the designation of Monarch Migration City, and have placed that sign in town. The Board has put a lot of effort into placing pollinator beds next to the trails, and volunteers have rallied to water the beds, sometimes on a daily basis. They are planning the annual Tree Give-Away (trees provided by the city) with registration starting April 4th online. April 19th will be the actual Tree Give-Away at the new Fire Training facility, which should be an improvement over the parking lot at St. Bernard's Church.

Looking ahead, the Arbor Day Planning Ceremony will be held at noon on Friday, April 25 at the Veteran's Memorial. Ongoing initiatives behind the scenes include tree identification, working to "beef up" discussions concerning regulations and codes, and trying to get more of the budget directed toward the trees. He gave a shout-out to volunteer Cheryl Hall, who is a huge contributor to botanical care and efforts in the city. Planner Christopher Hyatt addressed several questions posed by Council members.

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

Consent Agenda

Mayor Flynn explained the new Consent Agenda procedures. Council Member Hughes made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

Approval of Minutes: City Council Regular Meeting February 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

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

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

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

Unfinished Business

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 Mayor Flynn read the ordinance for the third time. Council Member Wilms made a motion to approve, seconded by Council Member Honchell. Council Member Harp stated his opinion to oppose this ordinance and a short discussion followed. Roll Call Vote: (Ayes: 5/Nays: 1, Harp) Passed 5-1.*

New Business

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 Mayor Flynn read the ordinance, and said staff recommended moving to the third and final reading. Council Member Honchell made a motion to suspend the rules and move to the third and final reading, seconded by Council Member Wilms. Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0. Mayor Flynn read the ordinance for the third and final time. Council Member Wilms made a motion to approve, seconded by Council Member Hughes. Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.*

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 Mayor Flynn read the resolution. A short discussion on the budget followed. Council Member Wilms made a motion to approve, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

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 Mayor Flynn read the resolution. Council Member Hughes made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: REQUIRING THE CITY OF BELLA VISTA TO STUDY THE FEASIBILITY OF ENACTING AN ALCOHOLIC BEVERAGE SALES PERMITTING AND TAXATION PROGRAM Mayor Flynn read the resolution. Council Member Newport reminded the Council that this is a resolution to study the item, it is not for passing it. It is to explore potential revenue that it might bring our city for the overall goal of funding 6 additional members to our Fire Department. A short discussion followed. Council Member Newport made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

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 Mayor Flynn read the ordinance. He explained this was a passed resolution that needed a wording correction, so it needed to be passed as revised. Council Member Wilms made a motion to approve, seconded by Council Member Harp. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

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 Mayor Flynn read the resolution. Planning Director Robertson explained the deadlines for application behind the timeliness of passing this resolution. Council Member Hughes made a motion to approve, seconded by Council Member Isbell. A short discussion with questions answered by Director Robertson followed. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

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

the resolution. Director Robertson explained the two different applications to try and increase the chance of getting a grant. Mayor Flynn added that Regional Planning people do encourage cities to do this to increase chances of getting a positive response. Council Member Newport made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

RESOLUTION: APPROVING AN ART LEASE FOR MICK THE FROG Mayor Flynn read the resolution and explained the transaction involved. A short discussion followed, and Council Member Harp added that he did not approve of this resolution when the city already had a tight budget for essentials. Council Member Wilms made a motion to approve, seconded by Council Member Honchell. **Roll Call Vote: (Ayes: 5/Nays: 1, Harp) Passed 5-1.**

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.

Adjournment

Mayor Flynn adjourned the meeting at 6:51 pm.

City Clerk Wanda Lepillez Krug

Mayor John D. Flynn



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
April 28, 2025	Taylor Robertson, Planning and Development Director	RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF LINDA FIETH TO THE TREE ADVISORY BOARD (POSITION 1) FOR A THREE (3) YEAR TERM ENDING MAY 1, 2028

AGENDA ITEM # VII.E

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF LINDA FIETH TO THE TREE ADVISORY BOARD (POSITION 1) FOR A THREE (3) YEAR TERM ENDING MAY 1, 2028

BACKGROUND

Section 5-51 created the Tree Advisory Board, set its membership at 7 positions, and dictates that the members serve staggered three-year positions which expire on May 1st of each year. Position 1 has a term set to expire on May 1st of this year in 2025. As such, the following candidate is recommended by Staff and appointed by the Mayor:

Ms. Linda Fieth has agreed to volunteer for Position 1 with a term expiring on May 1, 2028.

RECOMMENDATION

Staff recommends approval of this resolution.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Linda's Resume
2. Linda's Resume Exhibit
3. Resolution Feith Tree Advisory

Taylor Robertson

From: Cassi Lapp
Sent: Thursday, March 20, 2025 8:27 AM
To: Christopher Hyatt
Subject: FW: Board Application Form
Attachments: IMG_9676.jpeg

Cassi Lapp

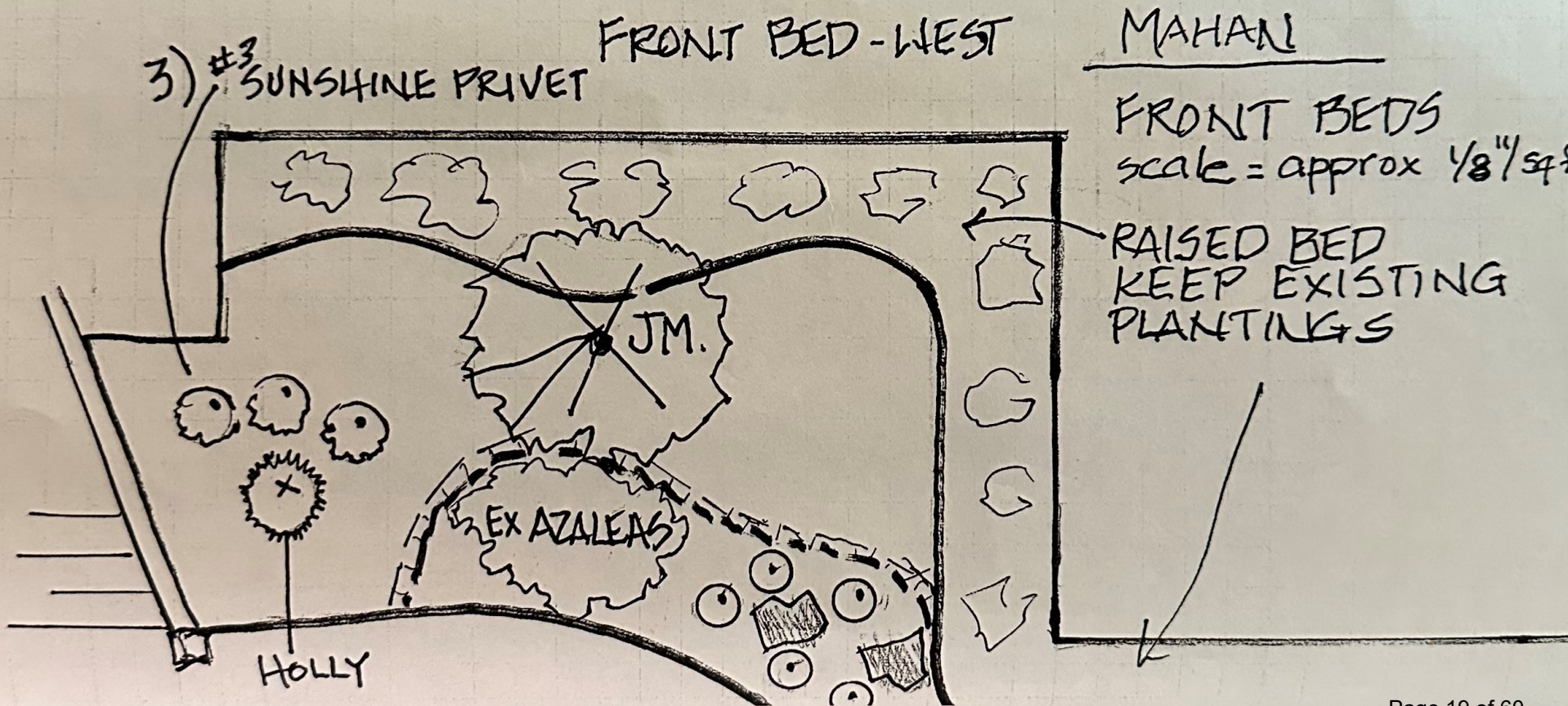
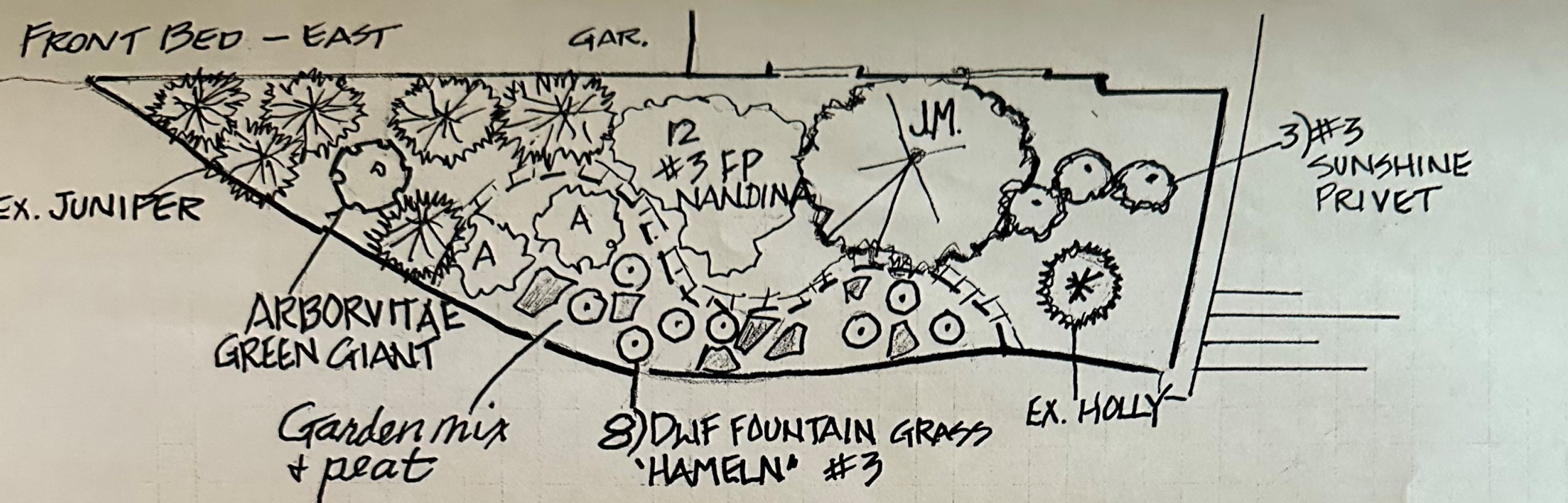
Communications Director



From: noreply@revize.com <noreply@revize.com>
Date: Thursday, March 20, 2025 at 6:46 AM
To: Cassi Lapp <clapp@bellavistaar.gov>
Subject: Board Application Form

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

Name = Linda Fieth
Address = 71 Northampton Dr
City-State-Zip = Bella Vista
Phone = 4054133403
Email = landfxr@gmail.com
Occupation = Semi retired and owner/operator of my owner occupied property as a super host
Place-of-employment = My home
Years-lived-in-BV = 6+
Board-interested-in[] = Tree Advisory Board
Qualifications = I studied landscape design and plant materials at OSU/OKC from 1992-1994. Following school I became a landscape design sales contractor and worked for a local landscape business for 6 years, built a landscape maintenance department for a Six Flags theme park in OKC, then in 2004 launched my own landscape business til I retired in 2014. I currently still do design and consultation part time.
Interest = I moved here because of Bella Vista's natural beauty and outdoor activities. I'm very interested in preserving that beauty in any way possible and feel my background would make me a very strong advocate and source of knowledge for tree selection, placement, and care of planted trees.
Willingness-to-serve[] = By checking this box, I indicate my willingness to serve on the commission or board checked in the box above. I also indicate my understanding of the time commitment involved in such service. I further authorize the City of Bella Vista to consider my provided application information in considering an appointment to a city commission or board. option-1
Client IP = 172.59.77.155



RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING THE MAYOR’S APPOINTMENT OF LINDA FIETH TO
THE TREE ADVISORY BOARD (POSITION 1) FOR A THREE (3) YEAR
TERM ENDING MAY 1, 2028**

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

SECTION 1: The Mayor’s appointment of Linda Fieth to the Tree Advisory Board
(Position 1) for a three (3) year term ending May 1, 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
April 28, 2025	Taylor Robertson, Planning and Development Director	RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF MIKE ABB TO THE TREE ADVISORY BOARD FOR A THREE (3) YEAR TERM ENDING MAY 1, 2028

AGENDA ITEM # VII.F

RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF MIKE ABB TO THE TREE ADVISORY BOARD FOR A THREE (3) YEAR TERM ENDING MAY 1, 2028

BACKGROUND

Section 5-51 created the Tree Advisory Board, set its membership at 7 positions, and dictates that the members serve staggered three-year positions which expire on May 1st of each year. Position 2 has a term set to expire on May 1st of this year in 2025. As such, the following candidate is recommended by Staff and re-appointed by the Mayor:

Mr. Mike Abb agreed to volunteer for Position 2 with a term expiring on May 1, 2028.

RECOMMENDATION

Staff recommends approval of this resolution.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Resolution Tree Advisory

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING THE MAYOR’S REAPPOINTMENT OF MIKE ABB TO
THE TREE ADVISORY BOARD FOR A THREE (3) YEAR TERM ENDING
MAY 1, 2028**

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

SECTION 1: The Mayor’s reappointment of Mike Abb to the Tree Advisory Board for a three (3) year term ending May 1, 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
April 28, 2025	John Flynn, Mayor	RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF CODY MOORE TO THE BELLA VISTA BOARD OF CONSTRUCTION APPEALS FOR AN UNEXPIRED TERM ENDING JANUARY 1, 2026, DUE TO THE RESIGNATION OF WADE STEWART

AGENDA ITEM # VII.G

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF CODY MOORE TO THE BELLA VISTA BOARD OF CONSTRUCTION APPEALS FOR AN UNEXPIRED TERM ENDING JANUARY 1, 2026, DUE TO THE RESIGNATION OF WADE STEWART

BACKGROUND

With the resignation of BCA Board Member Wade Stewart, we would like to fill the open position with our only applicant, Cody Moore, who Chief Sims feels is qualified for the position.

RECOMMENDATION

Recommend to approve the appointment of Cody Moore.

FISCAL IMPACT

ATTACHMENTS

1. Resolution Construction Appeals Board

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF CODY MOORE TO THE BELLA VISTA BOARD OF CONSTRUCTION APPEALS FOR AN UNEXPIRED TERM ENDING JANUARY 1, 2026, DUE TO THE RESIGNATION OF WADE STEWART

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

SECTION 1: The Mayor's appointment of Cody Moore to the Bella Vista Board of Construction Appeals for an unexpired term ending January 1, 2026, due to the resignation of Wade Stewart 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
April 28, 2025	Karen Hunt, Street Superintendent	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH APAC CENTRAL, INC. IN THE AMOUNT OF \$101.25 PER TON FOR ASPHALT STREET RESURFACING (HOT MIX OVERLAY) AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VANCE BROTHERS INC. IN THE AMOUNT OF \$2.88 PER SQUARE YARD FOR SLURRY STREET RESURFACING

AGENDA ITEM # IX.H

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH APAC CENTRAL, INC. IN THE AMOUNT OF \$101.25 PER TON FOR ASPHALT STREET RESURFACING (HOT MIX OVERLAY) AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VANCE BROTHERS INC. IN THE AMOUNT OF \$2.88 PER SQUARE YARD FOR SLURRY STREET RESURFACING

BACKGROUND

A Request for Bids was publicly advertised, and the bid packet sent to six vendors for the purpose of resurfacing City streets. Two methods of resurfacing were specified: Hot Mix Asphalt of approximately 13 miles and Slurry Seal Application of approximately 30 miles. We received bids from four vendors. Three vendors submitted bids for Hot Mix Asphalt. APAC Central, Inc. being the low bidder with a unit price of \$101.25 per ton. One vendor, Vance Brothers Inc., submitted a bid for the Slurry Seal application in the amount of \$2.88 per square yard. This has been the typical history of bidding for street resurfacing.

RECOMMENDATION

Bella Vista Street Department recommends the City Council award bid to APAC Central, Inc. for Hot Mix Asphalt at a per ton price and related applications at a per unit price, not to exceed the approved budget for resurfacing city streets.

Bella Vista Street Department recommends the City Council award bid to Vance Brothers, Inc. for Slurry Seal Application at a per Sq. Yd price, not to exceed the approved budget for resurfacing city streets.

City of Bella Vista, Arkansas
City Hall

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

Please Recycle!

FISCAL IMPACT

The funding for the Hot Mix Asphalt has been approved by City Council in the 2025 Capital budget, Dept 150, acct 52811 in the amount of \$2,225,000.

Project ID: SD-25-06, SD-25-08

The funding for the Slurry Seal Application has been approved by City Council in the 2025 Operating budget, Dept 50, acct 57500 in the amount of \$900,000.

ATTACHMENTS

1. Affidavit of Bid Publication
2. 2025 Street Resurfacing Bid Specs
3. 2025 Street Resurfacing Bid Addendum 1
4. 2025 Bid Tab
5. Resolution Street Overlay Slurry contracts

City of Bella Vista

STATE OF ARKANSAS

REQUEST FOR BID

The City of Bella Vista is now accepting bids for Hot Mix Overlay for streets at a per ton price, Slurry Seal at a per Sq. Yd. price and related items. Bidders may bid on all resurfacing applications or a portion thereof.

REQUEST FOR BID - SECTION LIST

- 1. INTRODUCTION**
- 2. BIDDING INSTRUCTIONS TO CONTRACTORS**
- 3. GENERAL CONDITIONS**
- 4. STANDARD TERMS AND CONDITIONS**
- 5. BID ORGANIZATION**
- 6. GENERAL REQUIREMENTS AND SPECIFICATIONS**
- 7. BID FORM**
- 8. AUTHORIZATION FORM**

1. INTRODUCTION

This is a Request for Bid (RFB). The format of this document must be followed throughout. Where the term "City" is used in the Request for Bid, (RFB), it shall refer to the City of Bella Vista, Arkansas. Where the term "Contractor" is used in the Request for Bid, (RFB), it shall refer to the successful bidder. The laws of Arkansas shall apply and control any contract that is awarded.

1.1 PURPOSE AND SCOPE OF THIS BID

The City of Bella Vista is now accepting bids for Hot Mix Overlay at a per ton price, Slurry Seal at a per Sq. Yd. price and other related items, for the 2025 calendar year.

The City of Bella Vista follows the provisions as set forth in Title VI on the Civil Rights Act of 1964 and does not discriminate to no person in the United States on the ground of race, color, or national origin.

2. BIDDING INSTRUCTIONS TO CONTRACTORS

2.1 BIDS

The contractor's response to the Request for Bid should include one set of "copy ready" original documents plus one (1) additional copy.

ALL BIDS MUST BE SENT IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED HEREIN.

All bids should be irrevocable for sixty (60) days after the time of bid opening. All responses must follow the exact numerical sequence of the RFB and be referenced by the paragraph number.

Each bid shall be accompanied by a certified check on a responsible bank and payable to the order of the Owner, or a Bid Bond acceptable to the Owner in the amount of five percent of the total amount bid. These items shall serve as a guarantee that the bidder, upon notice of the award, shall promptly execute the contract.

Attention to the bidder is called that the Contractor and any subcontractors shall each carry public liability insurance, property damage insurance and worker's compensation insurance. The minimum amounts allowable for these insurance coverages shall be \$2,000,000 for public liability, \$2,000,000 property damage insurance. Workers' compensation insurance shall be as required by the State of Arkansas.

2.2 SIGNATURE ON BIDS

Each bid must be signed in ink and include the full business address and telephone number of the contractor. Bids signed by partnerships must be signed in the partnership name by one or more of the general partners. Bids by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the bid. The names and titles of all persons signing shall be typed or printed below their signatures.

2.3 BID SUBMITTAL AND OPENING

All bids shall be sealed and clearly marked on the outside with “2025 Street Resurfacing Bid” addressed to:

City of Bella Vista
Karen Hunt, Street Superintendent
2471 Forest Hills Blvd.
Bella Vista, Arkansas 72715

All bids, whether mailed or hand delivered, must be received by the Bella Vista Street Department office at the above address no later than 9:30 AM, April 8, 2025. This shall be the official bid closing date and time. Method of delivery is at the sole discretion and risk of the vendor. Contractors mailing their bids should allow sufficient time to ensure receipt of their bids by the time specified. The contractor's response should include one set of “copy ready” original documents plus one (1) additional copy.

Bids will be opened at the Bella Vista Street Department office located at 2471 Forest Hills Blvd, Bella Vista, Arkansas 72715, 9:30 AM, Tuesday, April 8, 2025.

2.4 ERRORS IN BIDS

Each contractor must carefully examine bid prior to submission. Failure to do so is at the contractor's risk. Contractor is responsible for any errors therein. Claim of oversight is not a basis for allowing withdrawal of a bid after opening. There shall be no erasures in any bid. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the contractor's authorized agent's initials and date.

2.5 WITHDRAWAL OF BID

Bids may be withdrawn any time prior to the time for the opening of bids by written request of the Contractor.

2.6 CONTRACTOR CONTACTS AND BID COSTS

The contractor shall supply the City with the name, address, and phone number of individual(s) to whom questions and inquiries regarding the bid are to be directed. The City is not liable for any costs incurred by the contractor in the preparation of bids.

2.7 RESPONSE MATERIAL OWNERSHIP

All materials submitted in response to this Request for Bid becomes the sole property of the City.

2.8 EVALUATION OF BIDS

The City will evaluate each bid to determine which is the lowest responsible qualified bid taking into consideration all relevant facts including, without limitation, time of performance, probability of performance and location. Final selection may be made with the approval of the City.

Bids will be evaluated according to the following criteria:

2.8.1 Overall completeness, clarity, and quality of the bid with regard to the information required by the RFB, as well as compliance with the terms, conditions and other provisions within the RFB.

2.8.2 Overall ability of the contractor's proposed equipment to completely satisfy the City requirements and capabilities as set forth in the RFB.

2.8.3 All pricing information submitted in response to this RFB.

2.8.4 Contractor's previous background and experience relevant to the scope of this RFB.

2.9 ACCEPTANCE OR REJECTION OF BIDS

The City reserves the right to waive informalities and to accept or reject any bids submitted.

Each contractor must comply with the requirements contained in the Request for Bid. Deviation from the requirements may result in rejection of a bid.

2.10 NEGOTIATION OF BIDS

The contractor is advised that under the terms of this RFB, the City reserves the right to conduct negotiations with the contractor that presents the one bid determined lowest and most responsible by the City after initial review of the responses received to this RFB. If such negotiations are conducted, the following conditions shall apply.

2.10.1 Only the terms, conditions, and offers in the contractor's original bid shall be subject to negotiations. The requirements of the RFB shall remain the same.

2.10.2 If the City is unable to negotiate to an acceptable conclusion, the City reserves the right to negotiate with the contractor determined by the City to have presented the second lowest and responsible bid.

2.10.3 If multiple bids are determined to be too close to justify negotiations with only one contractor, concurrent negotiations with more than one contractor may be held at the City's discretion.

Contractors are cautioned that the City is under no obligation whatsoever to conduct negotiations with any or all contractors and reserves the right to award a contract based upon the technically lowest and most responsible bid received without modifications or clarifications.

2.11 CONTRACT REQUIREMENTS

The City reserves the right to award a contract in whole or in part on any bid. Contracts will be awarded to those contractors whose bids are determined to be the most advantageous to the City. Award of contract may be made without discussion after bids are received. The contents of the bids of the successful contractor will become contractual obligations in any ensuing contract.

The form of the contract and the terms thereof must be acceptable to the City and conform to and be governed by the laws of the State of Arkansas.

3. GENERAL CONDITIONS

3.1 PERFORMANCE GUARANTEE

In the event the items do not conform in compliance with the specifications stated in the contractor's bid, the contractor agrees to, in a timely and expeditious manner, to supply the additional items necessary to meet the specifications and requirements stated herein at no additional cost to the City.

3.2 CONTRACTOR RESPONSIBILITY AS PRIME CONTRACTOR

If a contractor's bid includes items marketed by other contractors and the "Contractor" proposes to supply those items to the City, then the proposing "Contractor" shall:

3.2.1 Act as prime contractor for procurement and maintenance of those items.

3.2.2 Be the sole point of contact with regard to contractual agreements, including payment of any and all charges resulting from the acquisition of those items.

3.2.3 Be responsible for ensuring that all items included in the bid (whether supplied by said contractor or obtained in part or whole from other manufacturers and/or vendors) satisfies the specifications and requirements as set forth in said contractor's response to this bid.

3.3 TAXES

The City is not exempt from state and local taxes.

3.4 SUBCONTRACTORS

"Contractor" declares that all interested principals are named herein; no other person or firm has any interest in the bid or contract to be entered into; that this bid is made without collusion with any other person, company, or party, submitting a bid.

4. STANDARD TERMS AND CONDITIONS

Listed below are the City **Standard Purchase Terms and Conditions** which will be included as part of any contract as a result of the purchase. Any conditions duplicating or contrary to the terms stated in this section shall supersede and take precedence over said terms.

4.1 ACCEPTANCE

Acceptance of the contract, whether by written acknowledgment or by performance by the "contractor", shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on the City unless written approval thereof specifically referring to such other terms and conditions shall have been given to the "Contractor".

4.2 INVOICES

Each invoice shall be itemized and include load tickets showing exact tonnage that is being billed if Hot Mix Overlay or Square Yardage if Slurry Seal or other.

4.3 DELIVERY

Unless otherwise expressly provided, the "Contractor" shall be obligated to make delivery to the City free of all freight, transportation, drayage, boxing, and similar charges.

4.4 CANCELLATION

The City has the right to cancel all or any part of the undelivered portion of the contract order if "Contractor" does not make deliveries specified, time being of the essence of this contract.

4.5 DECLINE IN PRICES

The City shall be protected in the event of declining prices on the undelivered portion of the purchase order. If prices decline for items ordered, "Contractor" may elect to meet price reductions of other vendors or its own lower prices to other purchasers.

4.6 FORCE MAJEURE

"Contractor" shall not be liable for any delay or failure to deliver any or all of the goods covered by this bid in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm, or any act of God, failure of crops or supplies, delays of common carriers, embargoes. Where either the City or the "Contractor" claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party.

4.7 GUARANTEE

"Contractor" warrants that all articles and services covered by this bid will conform to said contract agreement.

4.8 ASSIGNMENT

Neither party shall assign or transfer this bid without the written consent of the other.

4.9 INDEMNITY

"Contractor" warrants that goods furnished under this bid do not infringe on any patent, trademark, or trade name, or copyright and agrees to indemnify and hold harmless the City from any and all claims, suits, liabilities, damages, losses, or expenses incurred.

4.10 INSOLVENCY

If "Contractor" shall become insolvent, files a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any property or business of the "Contractor", the purchase order may be canceled at the option of the City without liability.

4.11 TAXES

“Contractor” agrees to cooperate with the City in opposing the imposition of any tax on any article covered by the bid, the legality of which is questioned by the City and in securing any abatement or any refund thereof sought by the City.

4.12 CONTRACT

The contract shall be governed by the laws of the State of Arkansas.

4.13 TERM OF BID PROPOSAL

The bidder in compliance with your invitation for bids for the resurfacing of the specified city streets, and other related items within Bella Vista, and the adjustment of water valves, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all labor, material, and supplies required to be furnished, and to construct the project in accordance with the contract documents, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under a contract on a date to be specified in a “Notice to Proceed” from the Street Manager within 14 calendar days and to fully complete each project as follows: Hot Mix Overlay of City Streets, 90 calendar days; Slurry Seal, 90 calendar days.

***An additional 10 days will be added to any contract for any additional quantities added by the City for Hot Mix Overlay and Slurry Seal.

Any contract shall not be extended beyond September 15, 2025, unless circumstances beyond the City’s or the contractor’s control warrant an extension date to be determined, **all work shall be completed on or before September 15, 2025.**

The City also reserves the right to omit areas/quantities from this bid list due to lack of available funds as well as add quantities if additional funding is available based on the per ton price or per square yard price or other as given by a contractor.

5. BID ORGANIZATION

Only those sections referenced below should be submitted. Respond to all questions and requested information within the RFB. Responses to those articles which require further explanation must reference the corresponding section and item number.

- **General Requirements & Specifications**
- **Bid Form**
- **Contractor Authorization Sheet**

Each contractor's bid should include one (1) copy ready original along with one (1) additional copy marked as follows: "2025 Street Resurfacing Bid"

Bids should be prepared simply and economically. There is no intent to limit the content of any bid, therefore, any additional information deemed necessary to present a better understanding of the items bid will be accepted.

Alternates will be considered provided each "Contractor" clearly states what they propose to furnish on an "EXCEPTIONS ADDENDUM" attached to the bid proposal form and forwards necessary descriptive materials which will clearly indicate the character of the article covered by their bid. All bids are subject to analysis by the City.

ALL BIDS MUST BE SENT IN A SEALED ENVELOPE IN ACCORDANCE WITH INSTRUCTIONS PROVIDED HEREIN.

The BID NAME MUST BE STATED on the face of the sealed envelope. If it is not, the envelope will be opened to be identified and the bid enclosed therein will **NOT** be considered or counted in the tabulation.

All bids must be received prior to: 9:30 AM on Tuesday April 8, 2025

Bids will be opened at 9:30 AM on Tuesday April 8, 2025

6. REQUIREMENTS & SPECIFICATIONS

It is the intent of these specifications to describe the work in sufficient detail to secure bids on comparable items. Any items not conforming to these specifications will be rejected and it will be the responsibility of the "Contractor" to conform to the requirements unless deviations have been specifically cited by the bidder and an acceptance made on the basis of the exception. All bids must meet or exceed the State of Arkansas specifications and standards.

ASPHALT PAVING DETAILED SPECIFICATIONS

General: The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for placement of ACHMSC leveling course and overlay on the specified streets of varying widths and other specified areas belonging to the City of Bella Vista.

All new construction type-based streets shall receive a primer coat. These streets will be identified on the "Contractor's Bidding Street List" with (prime) beside them.

Water valve stack adjustments or Item 1B on BID FORM are an "estimate only" Actual adjustments will be determined in the field. Water valve stack adjustments are to be completed prior to or concurrently with the asphalt application to ensure secure seating of the valve stack riser.

Milled Butt Joints or Item 1C on BID FORM is an estimate only and may or may not be determined to be necessary in the field on a case-by-case basis. Quantity of fifteen (15) each milled butt joints totaling approx. 917 linear feet.

The linear FT of Street Striping or Item 1D on BID FORM is an "estimate only". The quantity of required line breaks will reduce the estimated linear FT. to be striped by contractor. Street Stripings for the City of Bella Vista are **4 inch in width painted stripes.**

Street Striping or Item 1D on BID FORM must be completed within 48 hours of asphalt overlay or awarded contractor is required to apply a "temporary centerline stripe"

Materials: The ACHM surface course shall be type 2 as set forth under Section 407 of the Standard Specifications for Highway Construction, 1996 edition or latest edition; published by the Arkansas State Highway Commission (Sandstone can be disregarded). A mix design will be required and must be submitted to the City Street Superintendent for approval, prior to a preconstruction conference. Mix design utilizing recycled Asphalt or Asphalt shingles will be considered providing these products do not exceed 14 % for RAP and 7% of Asphalt shingles in mix design. The City reserves the right to reject mix that falls below 250 degrees.

A level-up course shall be applied to all street sections at a minimum of 55 pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a

given street section. There may be sections that the City Street Superintendent's office will not require a level-up course on. All asphalt placements shall be in accordance with section 410 of the Standard Specification for Highway Construction, 1996 edition or latest edition, published by the Arkansas State Highway Commission.

Basis of Payment: Payment to be based on load tickets presented to "City" or "City's representative" at time of placement. Tickets presented must designate which job and street they are for. Payments will only be made on tickets designated properly. Water Valve adjustment will be paid for by actual quantity adjusted in the field.

WATER VALVE BOX TREATMENT FOR OVERLAY DETAILED SPECIFICATIONS

Water Valve Box Adjustment & Protection: For Hot Mix Pavement Overlay Work applications, CONTRACTOR shall adjust all water valve boxes to the desired finish surface grade before the Overlay has been placed. In cases where the valve box has been repaired or adjusted by the Water Utility, and a cold-mix patch has been placed to temporarily restore the pavement around the box, the CONTRACTOR shall remove cold-mix temporary pavement repair (if present) and adjust existing water valve boxes by turning the upper box section to the desired finish surface grade or utilize a riser from a manufacturer that is approved by the POA, before placement of the Overlay Pavement lift.

In the case of Slurry Seal, the **contractor shall protect the valve from the product and remove the protection once the street is complete.**

In the case that an existing valve box cannot be adjusted to the required finish pavement height due to physical limits of the top and bottom box sections having been reached, immediately notify Charlie Holt at the Water Utility Office at (479) 855-5060 or 855-5083 and explain the problem. The Water Utility will supply the intermediate or longer top box sections for installation by the CONTRACTOR.

Should the top or bottom section(s) of the valve box or the lid be damaged during the adjustment procedure, the CONTRACTOR shall replace the damaged section(s) at his sole cost and expense.

Payment for each valve box adjustment for Pavement Overlay areas shall be at the Unit Price Bid and be for actual adjustments made in the field. The number of adjustments estimated in the contract is just an estimate.

Should a manhole riser be required, the riser shall be provided by the City.

SLURRY SEAL DETAILED SPECIFICATIONS

Refer to attachment "Recommended Performance Guideline for Emulsified Asphalt Slurry Seal A105 (Revised September 2023) ISSA Preserving Pavement.

7. BID FORM

All costs of the RFB should be included in this section. Optional features may be offered but the City cannot consider any options/prices not submitted with "Contractor" bid, except as may be modified by the Exceptions Addendum.

Item No.	Estimated Quantity Hot Mix Overlay Streets	Item and Unit Price Bid	Total Amount
1A	16,055 Tons	Tons, Asphaltic concrete hot mix surface course, complete in-place _____ Dollars per ton \$ _____ per ton	\$ _____
1B	50 Each (Estimation Only)	Water valve stack adjustment complete in place _____ Dollars each \$ _____ each	\$ _____

Item No.	Estimated Quantity Milled Butt Joints	Item and Unit Price Bid	Total Amount
1C	15 Each (Estimation Only)	Milled Butt Joint _____ Dollars each \$ _____ each	\$ _____

1D	167,020 Linear Ft (Estimation Only)	Street Striping Linear Ft _____ Dollars per Ft \$ _____ per Ft	\$ _____
----	--	--	----------

Item No.	Estimated Quantity Slurry Seal	Item and Unit Price Bid	Total Amount
1E.	319,608 Square Yds	Square Yards, complete in-place _____ Dollars per Sq. Yd. \$ _____ per Sq. Yd.	\$ _____

8. AUTHORIZATION FORM

The undersigned proposes to furnish at their sole risk, cost and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in the Request for Bid.

The vendor's name, signature, and title of an authorized agent of the vendor duly empowered to enter into and make binding agreements on vendor's behalf are executed below.

Firm Name: _____

Firm Address: _____

Firm Telephone Number: _____

Signature: _____

Printed Name: _____

Title: _____

CITY OF BELLA VISTA ARKANSAS
ADDENDUM TO INVITATION TO BID

Bid Project: "2025 Street Resurfacing Bid"

Addendum Number 1

Addendum Issue Date: 3/31/2025

Bidders Notes:

Please be advised of the following changes to your bid specifications and incorporate accordingly.

On Page ten of your bid specifications, Bullet point number 6, Asphalt Paving Detail Specifications, Paragraph 4 currently reads:

"Milled Butt Joints or Item 1C on BID FORM is an estimate only and may or may not be determined to be necessary in the field on a case-by-case basis. Quantity of fifteen (15) each milled butt joints totaling approx. 917 linear feet."

This needs to be changed as follows as depicted by the underlined italicized text below:

"Milled Butt Joints or Item 1C on BID FORM is an estimate only and may or may not be determined to be necessary in the field on a case-by-case basis. Quantity of fifteen (15) each milled butt joints totaling approx. 917 linear feet. *All Milled Butt Joints will be at a Width of Six (6) feet.*"

End of Addendum:

This addendum must be signed and returned with your bid.

Authorized Signature of Bidder

Company Name

Date:

CITY OF BELLA VISTA
2025 Street Resurfacing Bid
Bid Opening Tuesday April 8, 2025 @ 9:30 a.m.

Item No.	Estimated Quantity	APAC Central, Inc		Emery Sapp & Sons		GarrettX		Vance Brothers, Inc	
		Bid Bond Incl.	Yes/No	Bid Bond Incl.	Yes/No	Bid Bond Incl.	Yes/No	Bid Bond Incl.	Yes/No
		Addendum 1	Yes/No	Addendum 1	Yes/No	Addendum 1	Yes/No	Addendum 1	Yes/No
		Unit Price Bid	Total Bid	Unit Price Bid	Total Bid	Unit Price Bid	Total Bid	Unit Price Bid	Total Bid
1A Hot Mix Overlay	16,055 Tons	\$ 101.25	\$ 1,625,568.75	\$ 105.86	\$ 1,699,582.30	\$ 104.33	\$ 1,675,018.15	NO BID	NO BID
1B Water Valves	50 Each	\$ 40.00	\$ 2,000.00	\$ 43.85	\$ 2,192.50	\$ 39.75	\$ 1,987.50	NO BID	NO BID
1C Milled butt joints	15 Each	\$ 1,400.00	\$ 21,000.00	\$ 422.41	\$ 6,336.15	\$ 2,060.00	\$ 30,900.00	NO BID	NO BID
1D Street Striping	167,020 Linear Ft	\$ 0.23	\$ 38,414.60	\$ 0.24	\$ 40,084.80	\$ 0.23	\$ 38,414.60	NO BID	NO BID
1E Slurry Seal	319,608 Square Yards	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 2.88	\$ 920,471.04
TOTAL		\$1,686,983.35		TOTAL \$ 1,748,195.75		TOTAL \$1,746,320.25		TOTAL \$ 920,471.04	

CITY OF BELLA VISTA
2025 Street Resurfacing Bid
Bid Opening Tuesday April 8, 2025 @ 9:30 a.m.

Item No.	Estimated Quantity	APAC Central, Inc		Emery Sapp & Sons		GarrettX		Vance Brothers, Inc	
		Bid Bond Incl.	Yes/No	Bid Bond Incl.	Yes/No	Bid Bond Incl.	Yes/No	Bid Bond Incl.	Yes/No
		Addendum 1	Yes/No	Addendum 1	Yes/No	Addendum 1	Yes/No	Addendum 1	Yes/No
		Unit Price Bid	Total Bid	Unit Price Bid	Total Bid	Unit Price Bid	Total Bid	Unit Price Bid	Total Bid
1A Hot Mix Overlay	16,055 Tons	\$ 101.25	\$ 1,625,568.75	\$ 105.86	\$ 1,699,582.30	\$ 104.33	\$ 1,675,018.15	NO BID	NO BID
1B Water Valves	50 Each	\$ 40.00	\$ 2,000.00	\$ 43.85	\$ 2,192.50	\$ 39.75	\$ 1,987.50	NO BID	NO BID
1C Milled butt joints	15 Each	\$ 1,400.00	\$ 21,000.00	\$ 422.41	\$ 6,336.15	\$ 2,060.00	\$ 30,900.00	NO BID	NO BID
1D Street Striping	167,020 Linear Ft	\$ 0.23	\$ 38,414.60	\$ 0.24	\$ 40,084.80	\$ 0.23	\$ 38,414.60	NO BID	NO BID
1E Slurry Seal	319,608 Square Yards	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 2.88	\$ 920,471.04
TOTAL		\$1,686,983.35		TOTAL \$ 1,748,195.75		TOTAL \$1,746,320.25		TOTAL \$ 920,471.04	

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH APAC CENTRAL, INC.. IN THE AMOUNT OF \$101.25 PER TON FOR ASPHALT STREET RESURFACING (HOT MIX OVERLAY) AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH VANCE BROTHERS INC. IN THE AMOUNT OF \$2.88 PER SQUARE YARD FOR SLURRY STREET RESURFACING

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 APAC Central, Inc. in the amount of \$101.25 per ton for asphalt street resurfacing (hot mix overlay) and further authorizes the Mayor and City Clerk to enter into a contract with Vance Brothers Inc. in the amount of \$2.88 per square yard for slurry street resurfacing.

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
April 28, 2025	Kim Hall, Finance Director	RESOLUTION: AMENDING THE 2025 CITY BUDGET TO RE-APPROPRIATE UNSPENT DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2024

AGENDA ITEM # IX.I

RESOLUTION: AMENDING THE 2025 CITY BUDGET TO RE-APPROPRIATE UNSPENT DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2024

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2025 Assigned Funds - Donations \$\$
2. Resolution Budget Adjust donations
3. 2025 Assigned Funds Exhibit

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 RE-APPROPRIATE UNSPENT
DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 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 hereby amends the 2025 City Budget to re-appropriate unspent donation revenue to various departments from 2024 in accordance with the attached exhibit, which is incorporated into this Resolution as if set out 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

Assigned Funds - 2025 Budget Adjustment to carry forward PY accumulated donations

2024
2025

Year END
Budget Year

NOTE: in Feb 2023, CC approved Ordinance 2023-09: CY
donation revenue can be spent in Current year without CC
approval.

Dept. No.	Acct. No.	Acct. Name	Accumulated donations as of 12/31/2024
15	43005	Legacy Racing Trails Maintenance and Improvement Fund Revenue	
15	56005	Operations-Use of Legacy Racing Fund	
Fund Balance	31900	Legacy Racing Trails Maintenance and Impr. Fund	35,754.50
20	48010	Donations - PD - Car Seats Fund	
20	56508	Operations - Use of Donations - PD Car seats Fund	
Fund Balance	33200	Police Dept. Car Seats Fund	89.37
20	48009	Donations-PD-General Use	
		Additional donation	
20	56501	Operations-Use of Donations-PD General Use	
Fund Balance	33000	Donations-PD-General Use	15,270.89
20	48002	Donations-PD- K-9	
20		Operations-Use of Donations-PD K-9	
Fund Balance	33000	Donations-PD-K-9	100.00
30	48005	Donations-FD-General	
30	56506	Operations-Use of Donations-FD-General	
Fund Balance	33100	Fire and Ambulance General Donations Fund	52,433.62
30	46601	Grant Revenue - Ambulance - AAA	
30	54601	Grant Expense-Ambulance-AAA	
Fund Balance	31402	Ambulance-AAA Grant	2,097.60
30	47100	Hazmat Revenue	
30	57100	Hazmat Expenditures	
Fund Balance	31399	Hazmat Grant - Benton County	32,244.50
60	48701	Library Donations - Teen/Young Adult	
60	58701	Operations-Use of Donations-Library Teen/Young Adult	
Fund Balance	31500	Library Donations - Teen/Young Adult	2,142.03
60	48007	Library Donations - General Use	
60	58007	Operations-Use of Donations-Library General Use	
Fund Balance	31010	Library Donations - General Use	246,137.18
60	48702	Library Donations - Electronic Media	
60	58702	Operations-Use of Donations-Library Electronic Media	
Fund Balance	31600	Library Donations - Electronic Media	0.00
Total Internally Assigned			386,169.69



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
April 28, 2025	Karen Hunt, Street Superintendent	RESOLUTION: AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF BELLA VISTA AND THE CITY OF GRAVETTE REGARDING COST-SHARING OF IMPROVEMENTS TO HIWASSE ROAD

AGENDA ITEM # IX.J

RESOLUTION: AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF BELLA VISTA AND THE CITY OF GRAVETTE REGARDING COST-SHARING OF IMPROVEMENTS TO HIWASSE ROAD

BACKGROUND

The City of Bella Vista is proposing a cost-share agreement with the City of Gravette for the resurfacing of Hiwasse Road, which spans the boundary of both cities. The total cost of the project shall be shared proportionally between the two cities based on the respective linear footage of roadway within each municipal boundary, ensuring fair and transparent use of public funds.

Key benefits of this coordinated resurfacing approach include:

- A single project ensures consistent pavement quality, and eliminates visible and structural transitions at boundaries.
- A single construction timeline will minimize the disruption to commuters and residents.
- Simplify project oversight, contract management, and reduce duplication of administrative efforts.
- Potential cost savings for both cities.

This collaboration with the City of Gravette reflects Bella Vista's partnership with our neighboring entities and demonstrates responsible infrastructure management.

RECOMMENDATION

The Bella Vista Street Department recommends City Council approve the cost-share agreement with the City of Gravette for the benefit of both communities.

FISCAL IMPACT

City of Bella Vista, Arkansas
City Hall

The funding for Bella Vista's portion of the Hiwasse Road Improvement has been approved by City Council in the 2025 Capital Budget, Dept 150, acct 52811 as part of our annual resurfacing.

The City of Gravette will reimburse Bella Vista for Gravette's portion of the Hiwasse Road Improvement project.

ATTACHMENTS

1. DRAFT Cost Sharing Agreement Hiwasse Road Gravette
2. Hiwasse Rd Segment Map
3. DRAFT Project Scope and Estimate
4. Resolution Cost Share Hiwasse Road

**COST SHARING AGREEMENT BETWEEN THE CITY OF BELLA VISTA,
ARKANSAS AND THE CITY OF GRAVETTE, ARKANSAS
FOR THE IMPROVEMENT OF HIWASSE ROAD**

This Cost Sharing Agreement for improvement of Hiwasse Road ("Agreement"), is made and entered into this _____ day of _____, 2025, by and between the City of Bella Vista, Arkansas, an Arkansas municipal corporation ("Bella Vista") and the City of Gravette, Arkansas, an Arkansas municipal corporation ("Gravette"). Bella Vista and Gravette may be individually referred to herein as a "Party" or collectively as the "Parties."

RECITALS:

- A. Bella Vista intends to enter into a competitively bid contract for improvements to Hiwasse Road (the "Project"). The scope of work for the Project will include areas that lie within both Bella Vista and Gravette.
- B. Bella Vista agrees to include in its contract for the above described project contract items to occur on Gravette streets as set forth in Exhibit A, and as shown in Project Location Map Exhibit B (collectively, the "Scope of Work" or "Services") attached hereto and incorporated by this reference.
- C. Gravette agrees to reimburse Bella Vista for the construction contract costs incurred by Bella Vista for the portion of work on Gravette streets as identified in the Scope of Work.
- D. The Parties have outlined the rates and method of payment to Bella Vista for its performance of the Services under this Agreement, as further set forth in Exhibit C (the "Compensation Schedule")

NOW, THEREFORE, it is agreed as follows:

- 1. Scope of Work. The parties agree that the construction of the Project improvements will conform to the plans and specifications approved by Bella Vista and Gravette. Bella Vista will be the official Construction Manager and the lead agency for this project.
- 2. Services. Bella Vista agrees to bid the Services described in the Scope of Work, and Gravette shall compensate Bella Vista for the Services performed pursuant to the Compensation Schedule in Exhibit C.

3. Term. The term of this Agreement will commence as of the date first written above and shall remain in effect until completion of construction of the improvements in Exhibit A.
4. Administration. Bella Vista, as the party managing the construction contract, agrees to receive and maintain the funding from Gravette and to manage the construction contract on behalf of Gravette with no additional charges to Gravette other than those costs identified in Exhibit C or as directed by Bella Vista and agreed upon by the Gravette in writing.
5. Compensation. The parties have outlined the rates and method of payment to Bella Vista for its performance of the Services under this Agreement in Exhibit C. Compensation from Gravette to Bella Vista will be based on actual construction bid plus associated project costs.
6. Modification of Services. In the event that it appears to either party that there will be cost overruns resulting from the construction change orders associated with the Scope of Work provided in Exhibit A, or either party determines that it would be prudent to expand the Scope of Work, then, in that event, the parties agree to meet in good faith and determine whether or not they should fund such additional costs or expand the Scope of Work. In meeting and conferring, the parties shall consider whether the basis of the additional change order originates from work regarding Gravette streets, in which case Gravette shall be responsible for the change order, provided however that such change order must be approved by Gravette in writing.
7. Insurance. If deemed desirable, each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party shall provide certificates of insurance and/or self-insurance to the other party during the term of this Agreement. Each party agrees to provide the other thirty (30) days advance notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.
8. Amendments. This Agreement may be amended, or provisions contained herein may be altered, changed, or amended for the Project only by mutual written agreement signed and approved by the respective approving authorities of Gravette and Bella Vista. No oral understanding or agreement, not incorporated herein, shall be binding on any of the parties hereto.

9. Good Faith. To the extent reasonably required, each party to this Agreement shall, in good faith, cooperate and assist the other party in meeting its obligations under this Agreement.

10. Notice. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, first-class mail, certified or registered mail return receipt requested, or overnight delivery to the addresses set forth below:

To Bella Vista: John Flynn
 Mayor
 City of Bella Vista
 101 Town Center, PO Box 5655
 Bella Vista, AR 72714

To Gravette: Kurt Maddox
 Mayor
 City of Gravette
 202 Main St. NE
 Gravette, AR 72736

All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after the notice has been dispatched. The parties may change their respective address by giving notice of such change to the other party in the manner provided in this Section.

11. Termination. Except as provided elsewhere in this Agreement, the Parties may not terminate this Agreement during the Term, and prior to the completion and payment for the Services described in Exhibit A, unless upon mutual written agreement signed and approved by the respective approving authorities of Gravette and Bella Vista. This Agreement will automatically terminate upon completion of the Scope of Work and upon the full payment to Bella Vista.
12. Necessary Documents. As may become necessary for the construction and delivery of the Project, through Gravette and Bella Vista cooperation, the Mayor of Gravette and the Mayor of Bella Vista are authorized to administer and execute, by mutual written consent, all documents necessary to complete the Project, provided that such actions do not exceed the authority of this Agreement.

13. Attorney's Fees and Costs. In any action which a party brings to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.
14. Entire Agreement. This Agreement contains the entire understanding between the parties. All previous proposals, offers, and other communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. This Agreement may be amended only by written instrument executed by Bella Vista and Gravette.
15. Waiver. No waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both parties, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
16. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.
17. Time is of the Essence. Time is and shall be of the essence in this Agreement.
18. Compliance. Both parties agree to comply at all times, in its performance of this Agreement, with all applicable local, state and federal laws.
19. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the City of Bella Vista, Arkansas, an Arkansas municipal corporation, has authorized the execution of this Agreement by its Mayor and attestation by its City Clerk, and Gravette has authorized the execution of this Agreement by its Mayor and attestation by its City Clerk.

AGREED:

CITY OF BELLA VISTA, ARKANSAS

Mayor John Flynn

Attest:

City Clerk Wanda Krug

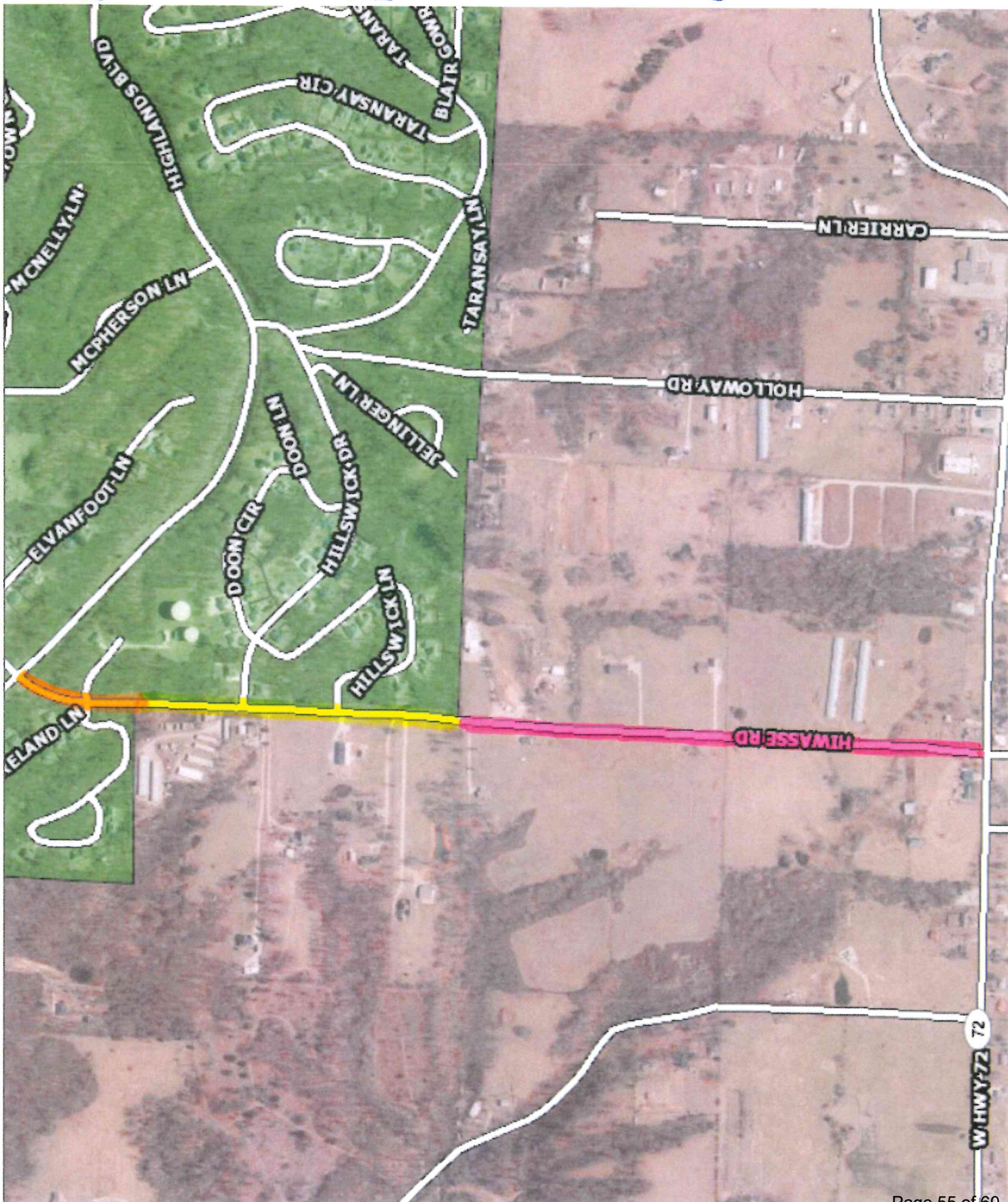
AGREED:

CITY OF GRAVETTE, ARKANSAS

Mayor Kurt Maddox

Attest:

City Clerk David Henzie



segment
3
Bella Vista

segment
2
Gravette
Bella Vista

segment
1
Gravette



CITY OF BELLA VISTA
PO BOX 5655
BELLA VISTA, AR 72714

City of Gravette

Hiwassee Road Improvements

Scope of Project

Date: 04/08/25

[DRAFT DRAFT DRAFT](#)

DESCRIPTION	Quantity	Unit	Unit Cost	Extended	Gravette AMOUNT	Bella Vista AMOUNT
Segment 1 -All Gravette						
St Hwy 72 - Property 13965						
Hot Mix Overlay						
Length 2650' x Width 21' x Depth 2"	680.17	Tons	\$101.25	\$68,867.21		
Street Striping						
White Fog Lines and Yellow Double Centerline	10600.00	Linear feet	\$0.23	\$2,438.00		
Thermoplastic Stop Bar	1.00	Each	\$128.39	\$128.39		
Thermoplastic Stop Stencil	1.00	Each	\$266.51	\$266.51		
Milling at Hiwassee Rd & St Hwy 72	1.00	Each	\$1,400.00	\$1,400.00		
				<u>\$73,100.11</u>	\$73,100.11	
Segment 2 -50/50 Split Gravette/Bella Vista						
Property 13965 - Property 14141						
Hot Mix Overlay						
Length 1530' x Width 21' x Depth 2"	392.70	Tons	\$101.25	\$39,760.88		
Street Striping						
White Fog Lines and Yellow Double Centerline	6120.00	Linear feet	\$0.23	\$1,407.60		
				<u>\$41,168.48</u>	\$20,584.24	\$20,584.24
Segment 3 -All Bella Vista						
Property 14141 - Highlands Blvd						
Hot Mix Overlay						
Length 775' x Width 21' x Depth 2"	198.92	Tons	\$101.25	\$20,140.65		
Street Striping						
White Fog Lines and Yellow Double Centerline	3100.00	Linear feet	\$0.23	\$713.00		
Thermoplastic Stop Bar	1.00	Each	\$128.40	\$128.40		
Thermoplastic Stop Stencil	1.00	Each	\$266.51	\$266.51		
Milling at Hiwassee Rd & Highlands Blvd.	1.00	Each	\$1,400.00	\$1,400.00		
				<u>\$22,648.56</u>		\$22,648.56
TOTAL					\$93,684.35	\$43,232.80

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF BELLA VISTA AND THE CITY OF GRAVETTE REGARDING COST-SHARING OF IMPROVEMENTS TO HIWASSE ROAD

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

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into an agreement on behalf of the City of Bella Vista with the City of Gravette regarding cost-sharing of improvements to Hiwasse Road. A copy of the draft agreement is attached to this Resolution and included as if set out word-for-word herein.

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
April 28, 2025	Wanda Krug, City Clerk	RESOLUTION: AMENDING THE 2025 CITY BUDGET TO AUTHORIZE ONE ADDITIONAL PART-TIME POSITION IN INFORMATION TECHNOLOGY WITHIN EXISTING FUNDING

AGENDA ITEM # IX.K

RESOLUTION: AMENDING THE 2025 CITY BUDGET TO AUTHORIZE ONE ADDITIONAL PART-TIME POSITION IN INFORMATION TECHNOLOGY WITHIN EXISTING FUNDING

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

- ATTACHMENTS**
1. Resolution IT Part-Time
 2. 042825 Agenda Item Noah Olson

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2025 CITY BUDGET TO AUTHORIZE ONE
ADDITIONAL PART-TIME POSITION IN INFORMATION
TECHNOLOGY WITHIN EXISTING FUNDING

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

SECTION 1: The 2025 City Budget is hereby amended to authorize one additional part-time position in Information Technology. Funding for the position shall be from existing 2025 budgeted funds.

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

City Council Agenda Item

Subject: Temporary Part-Time Employment of Noah Olson as Summer Intern

Meeting Date: 4/28/2025

Submitted By: John Moeckel, Information Technology Director

Background:

Noah Olson previously served as an intern with the City of Bella Vista during the summer of 2024. Throughout his tenure, he demonstrated strong work ethic, reliability, and valuable contributions to various projects. His performance was exemplary and he was a valuable asset to our team.

Proposal:

It is proposed that Noah Olson be reappointed as a **temporary part-time employee** for the upcoming summer term. The proposed employment period will begin in **mid-May** and continue through **mid-August**.

- **Status:** Temporary Part-Time
 - **Work Hours:** Not to exceed 30 hours per week
 - **Duration:** Mid-May to Mid-August
 - **Department:** Information Technology
 - **Supervisor:** John Moeckel
-

Fiscal Impact:

Funding for the temporary position is available within the current department budget (Misc. Contract Labor) and no additional appropriation is necessary.

Recommendation:

Staff recommends that the City Council approve the hiring of Noah Olson as a temporary part-time employee for the summer of 2025, based on his outstanding past performance and the continuing need for intern support.