Bella Vista City Council
Regular Meeting Agenda

Date/Time: May 27, 2025
6:00 PM

Location: Bella Vista District Court
2483 Forest Hills Blvd.

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

Mayor:
John D. Flynn

City Clerk:
Wanda Lepillez Krug

Staff Attorney:
Jason Kelley

Council Members:
Ward 1, Position 1 - Travis Harp
Ward 1, Position 2 - Wendy Hughes
Ward 2, Position 1 - Shea Newport
Ward 2, Position 2 - Larry Wilms
Ward 3, Position 1 - Anna Isbell
Ward 3, Position 2 - Craig Honchell

I. Call to Order

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

II. Pledge of Allegiance

III. Roll Call

IV. Citizen Input

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

V. Council Member Reply

Any Council Members' reply to comments made during Citizen Input Session is limited to comments only and will not be a discussion period.

VI. Reports

A. Monthly Financial Report: March 2025

(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

B. Approval of Minutes: City Council Regular Meeting, April 28, 2025

C. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A THREE-YEAR LEASE CONTRACT WITH STRONGHOLD DATA, LLC, IN AN AMOUNT NOT TO EXCEED $31,269.46, FOR THE LEASE OF DELL COMPUTERS AND ASSOCIATED EQUIPMENT

D. **RESOLUTION:** APPROVING THE MAYOR’S APPOINTMENT OF ANNA AYALA TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2025, DUE TO A VACANCY

E. **RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF ELISSA BLABAC TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

F. **RESOLUTION:** APPROVING THE MAYOR’S APPOINTMENT OF CHERRI RODRIGUEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

G. **RESOLUTION:** APPROVING THE MAYOR’S APPOINTMENT OF SUSAN VISSER SAEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

H. **RESOLUTION:** APPROVING THE MAYOR’S APPOINTMENT OF KRISTIN SLAWINSKI TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

I. **RESOLUTION:** APPROVING THE MAYOR’S APPOINTMENT OF PARKER STOHLTON TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

VIII. Unfinished Business

IX. New Business

See meeting packet for complete ordinances and resolutions.

J. **ORDINANCE:** AMENDING SECTION 16-30 TEMPORARY PORTABLE STORAGE CONTAINERS OF THE CODE OF ORDINANCES OF THE CITY OF

BELLA VISTA TO ALLOW PERMIT FEES TO BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

K. **RESOLUTION**: AMENDING THE 2025 CITY BUDGET TO APPROPRIATE AVAILABLE RESERVE FUNDS IN THE AMOUNT OF $38,500.00 TO FUND AN IMPACT FEE STUDY

X. Announcements

- Next City Council Work Session: 5:30 pm Monday, June 16, at Bella Vista Police Training Room
- Next City Council Regular Meeting: 6:00 pm Monday, June 23, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, May 29, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, June 9, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, June 10, 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.

CITY OF Bella Vista

Financial Reports for the three - month period ending March 31, 2025

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	General Fund		Street Fund	
	As of March 2025	As of March 2024	As of March 2025	As of March 2024
ASSETS				
Cash and Cash Equivalents	$ 8,243,964	$ 7,102,204	$ 918,783.14	$ 539,790
Accounts Receivable	1,811,560	1,575,797	-	36,283
Other Assets	3,653,250	7,214,356	-	-
Interfund Receivables	-	527,104	-	153,733
TOTAL ASSETS	$ 13,708,774	$ 16,419,461	$ 918,783	$ 729,806
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts Payable	$ 665,716	$ 608,267	$ 55,269	$ 4,136
Interfund Payables	104,005	11,109	96,907	485,580
TOTAL LIABILITIES	$ 769,720	$ 619,376	$ 152,175	$ 489,715
Fund Balances				
Restricted	$ 1,166,121	$ 739,115	$ 766,608	$ 240,091
Assigned	$ 351,928	$ 161,394		
Unassigned	$ 11,421,005	$ 14,899,577	$ -	$ -
TOTAL FUND BALANCES	$ 12,939,054	$ 15,800,086	$ 766,608	$ 240,091
TOTAL LIABILITIES AND FUND BALANCES	$ 13,708,774	$ 16,419,461	$ 918,783	$ 729,806

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	GENERAL FUND				STREET FUND			
	Year-To-Date Actual Jan 2025-March 2025	Prior Year-To-Date Actual Jan 2024-March 2024	Year-To-Date Adopted Budget Jan 2025-March 2025	Budget Surplus (Deficit)	Year-To-Date Actual Jan 2025-March 2025	Prior Year-To-Date Actual Jan 2024-March 2024	Year-To-Date Adopted Budget Jan 2025-March 2025	Budget Surplus (Deficit)
REVENUES - Unrestricted/Unassigned								
State Aid	**130,211**	**122,561**	**109,000**	**21,211**	**-**	**-**	**-**	**-**
Property Tax Revenue	**316,890**	**238,804**	**1,105,001**	**(788,110)**	**-**	**-**		
Franchise Fees	**665,271**	**653,797**	**543,750**	**121,521**	**-**	**-**		
City Sales Tax	1,104,563	964,243	1,015,500	89,063				
County Sales Tax - General	2,492,055	2,310,664	2,362,500	129,555				
Total Sales Tax Revenue	**3,596,618**	**3,274,906**	**3,378,000**	**218,618**	**-**	**-**		
Fines, forfeitures, and costs	**53,539**	**48,587**	**40,000**	**13,539**	**-**	**-**		
Interest Income	**58,253**	**153,556**	**60,000**	**(1,747)**				
Local permits and fees	**326,576**	**253,504**	**196,626**	**129,950**	**-**	**-**		
Solid Waste Pick Up Fees	**76,647**	**73,969**	**73,500**	**3,147**				
Ambulance Fees	**342,220**	**289,854**	**312,500**	**29,719**	**-**	**-**	**-**	**-**
Other Income	**45,539**	**18,471**	**8,000**	**37,539**	**-**	**-**		
TOTAL REVENUES - OPERATING	**5,611,764**	**5,128,009**	**5,826,377**	**(214,612)**	**-**	**-**		
REVENUES - Restricted/Assigned								
County Turnback Revenues - Street					**45,755**	**40,952**	**190,250**	**(144,495)**
State Aid	**33,845**	**17,530**	**-**	**33,845**	**616,299**	**622,125**	**625,000**	**(8,701)**
Federal Aid (Grants, etc.)	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Impact Fees	**-**	**-**	**-**	**-**				
Fines, forfeitures, and costs	**5,219**	**27,781**	**-**	**5,219**	**-**	**-**	**-**	**-**
Interest Income - Street Fund					**-**	**2,142**	**-**	**-**
Other Income	**14,478**	**10,645**	**-**	**14,478**				
TOTAL REVENUES - RESTRICTED/ASSIGNED	**53,542**	**55,956**	**-**	**53,542**	**662,054**	**665,219**	**815,250**	**(153,196)**
TOTAL REVENUES	**5,665,307**	**5,183,965**	**5,826,377**	**(161,070)**	**662,054**	**665,219**	**815,250**	**(153,196)**

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	GENERAL FUND				STREET FUND			
	Year-To-Date Actual Jan 2025-March 2025	Prior Year-To-Date Actual Jan 2024-March 2024	Year-To-Date Adopted Budget Jan 2025-March 2025	Budget Surplus (Deficit)	Year-To-Date Actual Jan 2025-March 2025	Prior Year-To-Date Actual Jan 2024-March 2024	Year-To-Date Adopted Budget Jan 2025-March 2025	Budget Surplus (Deficit)
EXPENDITURES								
OPERATING AND CAPITAL								
General Government:								
Admin (Admin, HR, and IT)	$ 663,763	$ 572,425	$ 625,598	$ (38,164)				
Legal (Legal and Court)	$ 101,304	$ 103,317	81,466	$ (19,837)				
Planning & Development	$ 258,929	$ 267,288	317,052	$ 58,123				
Total General Government	**$ 1,023,995**	**$ 943,030**	**$ 1,024,117**	**$ 122**				
Law Enforcement (Police)	1,463,651	1,546,248	1,902,499	438,848				
Streets	-	-	-	-	$ 696,956	$ 623,499	$ 1,119,700	$ 422,744
Public Safety (Fire and Ambulance)	2,074,760	1,983,987	2,395,462	320,702				
Recreation and Culture (Library)	181,892	151,497	229,856	47,963				
Total Other Government	**$ 3,720,304**	**$ 3,681,732**	**$ 4,527,817**	**$ 807,513**	696,956	623,499	1,119,700	422,744
TOTAL OPERATING Expenditures	**$ 4,744,299**	**$ 4,624,762**	**$ 5,551,933**	**$ 807,636**	**$ 696,956**	**$ 623,499**	**$ 1,119,700**	**$ 422,744**
REVENUES OVER/ (UNDER) OPERATING EXPENDITURES	**$ 921,008**	**$ 559,203**	**$ 274,443**	**$ 646,566**	**$ (34,902)**	**$ 41,721**	**$ (304,450)**	**$ 269,547**
Capital Projects								
Impact Fees	-	204,362	$ -	-				
Capital Projects	860,381	1,253,073	5,210,810	4,350,429				
Total Capital Projects	**$ 860,381**	**$ 1,457,436**	**$ 5,210,810**	**$ 4,350,429**				
DEBT SERVICE:								
TOTAL DEBT SERVICE	**$ 140,163**	**$ 140,163**	**$ -**	**$ (140,163)**				
TOTAL OPERATING, CAPITAL IMPROVEMENT, AND DEBT SERVICE EXPENDITURES	**$ 5,744,843**	**$ 6,222,361**	**$ 10,762,743**	**$ 5,017,900**	**$ 696,956**	**$ 623,499**	**$ 1,119,700**	**$ 422,744**
REVENUES OVER/ (UNDER) EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)	**$ (79,536)**	**$ (1,038,396)**	**$ (4,936,367)**	**$ 4,856,830**	**$ (34,902)**	**$ 41,721**	**$ (304,450)**	**$ 269,547**
OTHER FINANCING SOURCES (USES)								
Transfers In (Out)	$ (393,955)	$ -	$ (170,696)	$ (223,259)	$ 220,312	$ -	$ -	$ 220,312
TOTAL OTHER FINANCING SOURCES (USES)	**$ (393,955)**	**$ -**	**$ (170,696)**	**$ (223,259)**	**$ 220,312**	**$ -**	**$ -**	**$ 220,312**
NET REVENUES (EXPENDITURES)	**$ (473,491)**	**$ (1,038,396)**	**$ (5,107,063)**	**$ 4,633,572**	**$ 185,410**	**$ 41,721**	**$ (304,450)**	**$ 489,859**

CITY OF Bella Vista

Sales Tax Detail March 2025

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City Sales Tax

FS Month	CY Actual	PY Actual	Increase (Decrease) from Prior Yr	Increase (Decrease) as % from prior yr	2023 Budget	Budget Surplus (Deficit)
Jan	$ 418,126	$ 351,952	$ 66,174	19%	338,500	$ 79,626
Feb	349,541	297,433	$ 52,108	18%	322,500	$ 27,041
March	336,896	314,857	$ 22,038	7%	322,500	$ 14,396
YTD	**$ 1,104,563**	**$ 964,243**	**$ 140,321**	**15%**	**$ 3,886,000**	**$ (2,781,437)**
						-71.6%

County Sales Tax

	CY Actual	PY Actual	Increase (Decrease) from Prior Yr	Increase (Decrease) as % from prior yr	2023 Budget	Budget Surplus (Deficit)
Jan	$ 929,722	$ 863,615	$ 66,106	7%	$ 787,500	$ 142,222
Feb	894,123	747,469	$ 146,653	16%	$ 778,500	115,623
March	668,211	699,579	$ (31,368)	-5%	$ 778,500	(110,289)
YTD	**$ 2,492,055**	**$ 2,310,664**	**$ 181,392**	**8%**	**$ 9,351,000**	**$ (6,858,945)**
						-73.3%
Total	**$ 3,596,618**	**$ 3,274,906**	**$ 321,712**	**10%**	**$ 13,237,000**	**$ (9,640,382)**

Note:
For the January Fiancials Statement, the January Sales Tax relates to December sales.

Misc Additional Information

March 2025

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2025 Non-budgeted Requests						
Estimated Unassigned Funds Available after Capital Requests					145,129	
Date Approv	Dept	Description	**Type**	**Inflows**	**Expenses**	**Resolution**
02.18.2025	Capital	Development Code	Capital		11,831	
03.24.2025	FD	New Budilding Inspector	Operation		53,083	R2025-27
Adjusted Estimated Unassigned Funds Available after Capital Requests					80,214.67	

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	
2-Feb	72,009	46,863	25,146	
3-Mar	73,152	66,368	6,784	
Total YTD	216,646	179,525	37,121	-
2024 Total Revenue		716,327		15,670
Total Impact fees		2,256,043		15,670

Impact Fee Use

	Source	Police	Fire	Library	Total	Resolution #
	SFR	595,595	1,554,414	106,034	2,256,043	
	Other	10,815	4,145	710	15,670	
Prior Expenditures		(275,628)	(905,689)	(16,075)	(1,197,392)	
	Funds Available	330,782.61	652,869.11	90,669.23	1,074,320.95	

BELLA VISTA CITY COUNCIL REGULAR MEETING

April 28, 2025 6:00 PM

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

MINUTES

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

Pledge of Allegiance recited.

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

Citizen Input

James Miller, 33 Melanie Circle. James came to voice his disagreement with his City code citation regarding the placement of a fence in his front yard, and in the front of his adjoining lot. He stated they tried to follow all the laws of the ACC and the City, yet the fence company made a mistake. In addition, he found the language in the ordinance to be unclear. He reported their front yard landscaping gained recognition by the Garden Club and increased his home's value, which makes this citation even more difficult to accept. He is taking this to court.

Agnes Gallo, 33 Melanie Circle. Agnes came to voice her disagreement with the same City code citation violation. She wished the Council would look at the wording of the Ordinance that specifies fence placement and make it more clear. She stated her goal was to bring awareness of communication problems to the City, and not to criticize.

Paul Brainard, 35 Melanie Circle. Paul, a neighbor, came to support Mr. Miller's and Ms. Gallo's disagreement with their City code violation regarding the placement of their front yard fence. He stated their yard is beautiful and well-kept, and increased the neighborhood's esthetics and value.

Council Member Reply Staff Attorney Kelley requested to speak, stating when residents have been cited in court for a violation, there is nothing the Council can do. The proper forum for voicing the argument is in front of the judge in court, and the time will not be limited. He wanted to set expectations for the Council and the public.

Council Member Harp thanked the citizens for coming to speak, but adhered to Attorney Kelley's advice to stay neutral. He told them to keep him informed.

Reports

Monthly Financial Report: Mayor John Flynn summarized the monthly report ending January 31, 2025. The report was emailed to the Council Members under separate cover. It has been consistent with past reports. City sales tax was up 18.8% for the year and county sales tax was up 7.7%. Revenues in general were up 7%. Our operating expenses were down by 11.6%. The February financial report sent out to the Council was inaccurate due to a computer glitch. An accurate report will be sent to the Council and posted on the City website, as soon as the problem is fixed. For February, the operating expenses were $585,000 below budget, and the City was off to a good start this year.

Active Transportation Advisory Board Report: Chairperson Wendy Taylor summarized the work and progress of the Active Transportation Board since its inception in 2023. Wendy has been a resident since 2005, and is the 2024-25 Chairperson of the Board. The Active Transportation Board was developed in response to a recommendation from the Bike and Pedestrian Master Plan for the Region. The Board is an advocate for the City's trails, bike, and pedestrian use. They also advise on grants and other funding opportunities for the City's bicycle and pedestrian infrastructure. They advocate for continued improvement of trails and facilities in the City's Master Plan. They also assist at local events such as Pedaling for Pancakes, a fundraising event to raise funds for the non-profit ***Pedal It Forward***. 2025 scheduled activities include *Walk Audits*, where they ask the City to come out and see where the "pain points" are on the trails, and they will also take part in POA events. The Board is very diverse with lots of experience, and has two student representatives.

Monarch Butterfly Day Proclamation: Mayor John Flynn read the Monarch Day Proclamation 2025, which can be found on the Mayor's page of the City website.

(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.) The Agenda contained no ordinances.

Consent Agenda *Mayor Flynn asked for a motion to approve the Consent Agenda. 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: March 24, 2025, City Council Regular Meeting Minutes

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

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

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

Unfinished Business

New Business

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 *Mayor Flynn read the resolution. Street Superintendent Karen Hunt came forward to provide details on the bidding and pricing for the resurfacing of streets. She recommended the Council approve the contract with APAC Central, Inc. 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 RE-APPROPRIATE UNSPENT DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2024 *Mayor Flynn read the resolution. He referred to the resolution and attachment in their packets itemizing the donation amounts and departments. The donations from residents totaled $386,170 and the Mayor expressed gratitude on behalf of the City for their generosity. Council Member Wilms made a motion to approve, seconded by Council Member Harp.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.***

RESOLUTION: AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF BELLA VISTA AND THE CITY OF GRAVETTE REGARDING COST-SHARING OF IMPROVEMENTS TO HIWASSE ROAD *Mayor Flynn read the resolution. Superintendent Hunt explained the sharing of road improvement costs for a section of road that both cities use. Council Member Wilms asked clarifying questions regarding the budget. Council Member Harp made a motion to approve, seconded by Council Member Isbell.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.***

RESOLUTION: AMENDING THE 2025 CITY BUDGET TO AUTHORIZE ONE ADDITIONAL PART-TIME POSITION IN INFORMATION TECHNOLOGY WITHIN EXISTING FUNDING *Mayor Flynn read the resolution. IT Director Moeckel explained that Noah Olson, a summer intern who worked last year, is available to come again this summer. The salary amount is already in the budget, but needs a vote for the extra head count. Council Member Wilms made a motion to approve, seconded by Council Member Harp.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.***

Announcements were read by Mayor Flynn.

- 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.

Adjournment

Mayor Flynn adjourned the meeting at 6:32 pm.

______________________________	______________________________
City Clerk Wanda Lepillez Krug	Mayor John D. Flynn

CITY OF
Bella Vista

MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
May 27, 2025	John Moeckel, IT Director	**RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A THREE-YEAR LEASE CONTRACT WITH STRONGHOLD DATA, LLC, IN AN AMOUNT NOT TO EXCEED $31,269.46, FOR THE LEASE OF DELL COMPUTERS AND ASSOCIATED EQUIPMENT

AGENDA ITEM # VII.C

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A THREE-YEAR LEASE CONTRACT WITH STRONGHOLD DATA, LLC, IN AN AMOUNT NOT TO EXCEED $31,269.46, FOR THE LEASE OF DELL COMPUTERS AND ASSOCIATED EQUIPMENT

BACKGROUND

RECOMMENDATION

This is a well-structured quote for leasing IT equipment through a 36-month FMV (Fair Market Value) lease with Dell Financial Services. It targets the general endpoint refresh for a municipal organization, encompassing desktops, laptops, high-performance mobile workstations, and docking stations. Staff has confirmed that this is a good technical fit aligned with modern IT and security needs. These computers are necessary to replace the ones on a expiring lease.

FISCAL IMPACT

This item is budgeted in the 2025 operations budget.

ATTACHMENTS

1. Resolution Stronghold Dell Computer Lease
2. Leased_Endpoints_2025

RESOLUTION NO. ___________

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A THREE-YEAR LEASE CONTRACT WITH STRONGHOLD DATA, LLC, IN AN AMOUNT NOT TO EXCEED $31,269.46, FOR THE LEASE OF DELL COMPUTERS AND ASSOCIATED EQUIPMENT

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

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a three-year lease contract with Stronghold Data, LLC in an amount not to exceed $31,269.46, for the lease of Dell computers and associated equipment

ADOPTED THIS ______ DAY OF ________________________, 2025.

APPROVED:

____
Mayor John D. Flynn

ATTEST:

____
City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

Leased Endpoints 2025

Quote # 009914 | Version 2

Prepared for:

City of Bella Vista

Stronghold Data LLC 7115 E 24th St Joplin, MO 64804 Phone (417) 627-9878 Fax (417) 623-7606
http://www.strongholddata.com/

Friday, May 09, 2025

City of Bella Vista
John Moeckel
2483 Forest Hills Blvd
Bella Vista, AR 72715
jmoeckel@bellavistaar.gov

Dear John,

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

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

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

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

Jason Rincker
Chief Revenue Officer
Stronghold Data LLC

Hardware

Description	Price	Qty	Ext. Price
Dell Pro Micro Intel(R) Core(TM) Ultra 5 235T vPro(R) (13 TOPS NPU, 14cores, up to 5.0GHz) Windows 11 Pro 16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC 256GB SSD TLC Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wirelesscard Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax,Bluetooth(R) wireless card Dell Wired Keyboard & Mouse ProSupport: Next Business Day Onsite, 3 Years	$910.07	13	$11,830.91
Dell Pro 16" Laptop Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12cores, up to 4.9 GHz) Windows 11 Pro 16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with IntelCore processors) 256 GB TLC SSD 16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare,FHD+IR Cam English US backlit Copilot key keyboard with numeric keypad Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2,802.11ax, Bluetooth® 5.3 wireless card ProSupport: Next Business Day Onsite, 3 Year Accidental Damage Service, 3 year	$1,226.27	9	$11,036.43
Dell Pro Dock - WD25 Advanced Exchange Service 3 Years	$193.04	9	$1,737.36
Mobile Precision 5490 Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16cores, 22 threads, up to 5.0 GHz, 45W) Windows 11 Pro, English, Brazilian Portuguese PT-BR, French,Spanish 32 GB: LPDDR5x, 7467 MT/s, dual-channel (onboard) Nvidia RTX 2000 Ada Generation, 8 GB GDDR6 14" FHD+ Non-touch, 1920 x 1200, 60Hz, 500 nits, WLED,100% sRGB, Low Blue Light, IR Camera and Mic 1 TB, M.2 2280, Gen 4 PCIe NVMe SSD, Class 40 Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO,Bluetooth(R) wireless card ProSupport: 7x24 Technical Support, 3 Years Accidental Damage Service, 3 Year	$3,016.49	2	$6,032.98

Hardware

Description	Price	Qty	Ext. Price
Dell Pro Thunderbolt 4 Smart Dock Advanced Exchange Service 3 Years	$315.89	2	$631.78
Stronghold Data adheres to the manufacturer/distributor return policies and timelines for all products. Dell will no longer accept returns outside of warranty replacements.			

Subtotal:	**$31,269.46**

Leased Endpoints 2025

Prepared for:

City of Bella Vista
2483 Forest Hills Blvd
Bella Vista, AR 72715
John Moeckel
(479) 855-8225
jmoeckel@bellavistaar.gov

Prepared by:

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

Quote Information:

Quote #: 009914
Version: 2
Delivery Date: 05/09/2025
Expiration Date: 05/10/2025

Quote Summary

Description	Amount
Hardware	$31,269.46
Total:	**$31,269.46**

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

STRONGHOLD DATA, LLC

MASTER SERVICE AGREEMENT

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

1. **PROVISION OF SERVICES.** Stronghold Data shall provide product(s) and services(s) to Client in accordance with the details listed in the attached quote that is part of this Master Service Agreement.

2. **SERVICE PERIOD.** The agreement shall begin on the date of the first agreement invoice. Stronghold Data shall provide service(s) as described, for a three (3) year term unless otherwise notated in the applicable quote. On expiration of the initial term or a renewal term, the service schedule shall automatically renew for a period of 1 year unless either party gives written notice of termination to the other sixty (60) days before the expiration of the initial term or any renewal term.

3. **CLIENT RESPONSIBILITIES.** Client will provide access to the site, bandwidth, and necessary utilities as needed by Stronghold Data to perform this Agreement. Clients will designate a contact person with authority to direct Stronghold Data.

4. **PAYMENTS AND ADJUSTMENTS.** Payment for all charges shall be due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days of the invoice shall bear interest at the rate of 2% per month or the highest rate allowed by law, whichever is less.

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

5. **DEFAULT.** If Client fails to make any payment when due or materially breaches any provision of the Agreement, then Stronghold Data may give notice to Client of its default. If Client fails to cure such default within fifteen (15) days on the notice, then Stronghold Data may do any or all of the following:

   (a) Terminate this Agreement by giving notice to Client;

   (b) Accelerate all remaining payments hereunder by giving notice to Client;

   (c) Pursue any other remedy at law or in equity.

6. **CONFIDENTIALITY.** Client and Stronghold Data, for each party and for each party's owners, agents, employees, attorneys, accountants, consultants, and contractors promise covenant and agree, except as required by law, that either party will keep absolutely confidential and shall not disclose or disseminate in any way to third parties the other party's information and intellectual property, belonging to or originating from the other party, including but not limited to, documents, components, parts, information, drawings, data, scripts, sketches, plans, programs, specifications, techniques, processes, software, inventions, supply sources, customer lists, pricing and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to marketing, finance, business forecasts, invention, research, design or development of system information and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by a patent application

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

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

8. **INDEMNIFICATION.**

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

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

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

10. **PRODUCT RETURNS**

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

11. **NON-SOLICITATION**

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

12. **GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

Stronghold Data LLC

Signature:

Name: Jason Rincker

Title: Chief Revenue Officer

Date: 05/09/2025

City of Bella Vista

Signature:

Name: John Moeckel

Date:

Proposal No. 0000144265.1

Expiration Date: 06/08/2025

36 Month
FMV

Payments	Monthly
Due	Arrears
Interim Rent	None

Quote	Description	Product Subtotal	Rate Factor	Payment
009914 | Version 2	**Leased Endpoints 2025**	**$31,269.46**	**0.02500**	**$781.74**
	Dell Pro Dock - WD25	$1,737.36	0.02500	$43.43
	Dell Pro Thunderbolt 4 Smart Dock SD25TB4	$631.78	0.02500	$15.79
	Dell Pro 16 PC16250	$11,036.43	0.02500	$275.91
	Mobile Precision 5490	$6,032.98	0.02500	$150.82
	Dell Pro Micro QCM1250	$11,830.91	0.02500	$295.77
*Personal Property Management Fee may apply				
Total Amount:		Rate Factor & Payment Financed Amount	0.02500	$781.74 $31,269.46
Structure Notes				

Elena Todor
DFS Account Manager
Elena.Todor@Dellteam.com

Proposal Notes

End of Term Option(s):

Fair Market Value (FMV) Lease options, includes PCaaS:

1. Exercise the option to purchase the products at their then "fair market value" as determined by lessor;
2. Return all products to DFS at the lessee's expense; or,
3. Renew the lease on a month to month or fixed term basis.

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

DOCUMENTATION: The Agreement executed between DFS and Lessee shall include all required leasing terms and conditions, including, but not limited to, payment terms, non-appropriation, essential use, authority, taxes, and insurance. In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

To explore how Dell Financial Services payment solutions can help take your business to the next level, please visit [Payment Solutions | Dell USA]

MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
May 27, 2025	Wendi Hardina, HR Administrator	**RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF ANNA AYALA TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2025, DUE TO A VACANCY

AGENDA ITEM # VII.D

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF ANNA AYALA TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2025, DUE TO A VACANCY

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Library Bd Ayala

RESOLUTION NO. ___________

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF ANNA AYALA TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2025, DUE TO A VACANCY

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

SECTION 1: The Mayor's appointment of Anna Ayala to the Bella Vista Library Advisory Board to complete an unexpired term ending December 31, 2025, due to a vacancy, 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
May 27, 2025	Wendi Hardina, HR Administrator	**RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF ELISSA BLABAC TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

AGENDA ITEM # VII.E

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF ELISSA BLABAC TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Library Bd Blabac

RESOLUTION NO. __________

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF ELISSA BLABAC TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

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

SECTION 1: The Mayor's appointment of Elissa Blabac to the Bella Vista Library Advisory Board to complete an unexpired term ending December 31, 2027, due to a vacancy, 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
May 27, 2025	Wendi Hardina, HR Administrator	**RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF CHERRI RODRIGUEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

AGENDA ITEM # VII.F

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF CHERRI RODRIGUEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CORRECTED Resolution Library Bd Rodriguez

RESOLUTION NO. ___________

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF CHERRI RODRIGUEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2027, DUE TO A VACANCY

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

SECTION 1: The Mayor's appointment of Cherri Rodriguez to the Bella Vista Library Advisory Board to complete an unexpired term ending December 31, 2027, due to a vacancy, 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
May 27, 2025	Wendi Hardina, HR Administrator	**RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF SUSAN VISSER SAEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

AGENDA ITEM # VII.G

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF SUSAN VISSER SAEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Library Bd Saez

RESOLUTION NO. ___________

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF SUSAN VISSER SAEZ TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

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

SECTION 1: The Mayor's appointment of Susan Visser Saez to the Bella Vista Library Advisory Board to complete an unexpired term ending December 31, 2028, due to a vacancy, 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
May 27, 2025	Wendi Hardina, HR Administrator	**RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF KRISTIN SLAWINSKI TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

AGENDA ITEM # VII.H

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF KRISTIN SLAWINSKI TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Library Bd Slawinski

RESOLUTION NO. ___________

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF KRISTIN SLAWINSKI TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

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

SECTION 1: The Mayor's appointment of Kristin Slawinski to the Bella Vista Library Advisory Board to complete an unexpired term ending December 31, 2028, due to a vacancy, 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
May 27, 2025	Wendi Hardina, HR Administrator	**RESOLUTION:** APPROVING THE MAYOR'S APPOINTMENT OF PARKER STOHLTON TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

AGENDA ITEM # VII.I

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF PARKER STOHLTON TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Library Bd Stohlton

RESOLUTION NO. ___________

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF PARKER STOHLTON TO THE BELLA VISTA LIBRARY ADVISORY BOARD TO COMPLETE AN UNEXPIRED TERM ENDING DECEMBER 31, 2028, DUE TO A VACANCY

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

SECTION 1: The Mayor's appointment of Parker Stohlton to the Bella Vista Library Advisory Board to complete an unexpired term ending December 31, 2028, due to a vacancy, 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
May 27, 2025	Taylor Robertson, Planning and Development Director	**ORDINANCE:** AMENDING SECTION 16-30 TEMPORARY PORTABLE STORAGE CONTAINERS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO ALLOW PERMIT FEES TO BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

AGENDA ITEM # IX.J

ORDINANCE: AMENDING SECTION 16-30 TEMPORARY PORTABLE STORAGE CONTAINERS OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO ALLOW PERMIT FEES TO BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

BACKGROUND

Based on conversation held at the Work Session, staff felt it necessary to provide additional clarification. This ordinance amendment **does not set a fee for the POD permit**. All this amendment would do is streamline and unify permit fee approval for the City Council. Council would have to establish a fee for a permit fee to be charged should this amendment be approved. With the Development Code Reform quickly approaching, a streamlined approval method for the schedule of fees is necessary and would be beneficial to Council, Staff, and Applicants. Especially with Act 591 coming into effect in August, the City will be required to have a (one) master schedule of fees. It would be best practice for the Council to have a streamlined approval process for that schedule of fees before then to comply with state law quicker and more efficiently. Thus, the request for emergency clause and request to address this matter quickly.

Currently, the temporary storage container fee is established by ordinance rather than by resolution like our other permit fees. Staff is recommending aligning this permit fee with the schedule of fees that is set by resolution rather than by ordinance to streamline administrative tasks and provide consistency for all permits. For example:

- **Efficiency:** Resolutions can be adopted and enacted more quickly than ordinances. This allows the city to respond promptly to economic or operational changes.
- **Flexibility:** Fees may need to be adjusted periodically based on inflation, market demand, or resource allocation. A resolution provides a practical mechanism for such adjustments without the rigidity or time consumption of an ordinance while still providing applicable oversight by the Council.
- **Legal Consistency:** Establishing this fee structure by resolution establishes consistency between all permit fees.

RECOMMENDATION

Approval.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Ordinance Amend 16-30 Temp Stor Contain Fees

ORDINANCE NO. ______________

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 16-30 *TEMPORARY PORTABLE STORAGE CONTAINERS* OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO ALLOW PERMIT FEES TO BE ADOPTED BY RESOLUTION OF THE CITY COUNCIL, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, the Subsection 16-30(h) of the Code of Ordinances provides that permits for placement of a temporary portable storage container shall be free of charge; and

WHEREAS, any change to the permit fee would require amendment to the ordinance itself, rather than adoption of a fee through resolution, as is done on other similar types of permits issued by the City; and

WHEREAS, the City Council desires to unify the methods of fee adoption so as to eliminate needless waste, potential confusion, and delays;

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

SECTION 1: Subsection (h) of Section 16-30 *Temporary Portable Storage Containers* of the Code of Ordinances of the City of Bella Vista is hereby amended so that, after amendment, the subsection shall read as follows:

"(h) *Permit required*.

(1) Before placement of any temporary portable storage container, a permit must be acquired from the planning department by the owner, tenant, or authorized agent of the lot where the temporary portable storage container is proposed to be placed. Said permit shall be valid for a period no longer than provided in this section for the location and usage proposed. The applicable fee for a permit shall be as set, from time-to-time, by resolution of the City Council.

(2) The planning department is authorized to adopt such necessary application and permit forms as will effectuate the purposes of this section.

(3) Permits obtained as provided herein shall be placed on the exterior of the temporary portable storage container in a clearly visible location.

(4) It shall be unlawful for any person, firm, company, corporation or other organization or entity to deliver or place any temporary portable storage container in the city that has not been permitted as provided in this section."

SECTION 2: EMERGENCY CLAUSE. The need to modify requirements regarding permit fees is immediate and necessary for the public health, welfare, and safety. Therefore, an emergency is declared to exist and this Ordinance shall take full force and effect from and after its adoption as provided by law.

ADOPTED THIS ________ DAY OF ___________________________, 2025.

APPROVED:

____
JOHN D. FLYNN
MAYOR

ATTEST:

____
WANDA KRUG
CITY CLERK

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

CITY OF
Bella Vista

MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
May 27, 2025	Wendi Hardina, HR Administrator	**RESOLUTION**: AMENDING THE 2025 CITY BUDGET TO APPROPRIATE AVAILABLE RESERVE FUNDS IN THE AMOUNT OF $38,500.00 TO FUND AN IMPACT FEE STUDY

AGENDA ITEM # IX.K

RESOLUTION: AMENDING THE 2025 CITY BUDGET TO APPROPRIATE AVAILABLE RESERVE FUNDS IN THE AMOUNT OF $38,500.00 TO FUND AN IMPACT FEE STUDY

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Budget Adjust donations
2. Impact Fee Study Amendment Request Form; 2025.05.13
3. Bella Vista, AR Proposal

RESOLUTION NO. ___________

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2025 CITY BUDGET TO APPROPRIATE AVAILABLE RESERVE FUNDS IN THE AMOUNT OF $38,500.00 TO FUND AN IMPACT FEE STUDY

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 available reserve funds in the amount of $38,500.00 to fund an impact fee study 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

City of Bella Vista
Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date 5/19/25

Department 10-Admin

Budget Impact Information

Agenda / Expense Description

Impact Fee Study

Amount

$ 39,000.00

Fund

General

Source

Available Funds

Expense Dept

Capital - C110

Account Name or Number

52800

TischlerBise
FISCAL | ECONOMIC | PLANNING

City of Bella Vista RFP- **Development Impact Fee Study**

Bella Vista, Arkansas

March 13, 2025

Table of Contents

Section A: **Transmittal Letter**

March 13, 2025

Mr. John Flynn, Mayor
City of Bella Vista
P.O. Box 5655
Bella Vista, Arkansas 72714

RE: Proposal for Development Impact Fee Study

Mayor,

TischlerBise is pleased to submit the enclosed proposal to prepare a Development Impact Fee Study for the City of Bella Vista. This assignment requires a consulting team with a unique combination of experience and expertise. We feel that TischlerBise is ideally suited to undertake this project based on our extensive national and Idaho impact fee experience. There are several points we would like to note that make our qualifications unique:

- **Depth of Experience.** TischlerBise is the nation's leading impact fee and infrastructure financing consulting firm. Our qualified professionals bring an unparalleled depth of experience to this assignment. We have managed over 1,000 impact fee studies across the country – more than any other firm. We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More important, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
- **Technical Knowledge of Land Use Planning and Local Government Finance.** The City requires consulting expertise in the areas of land use planning, transportation, and economic development in the State of Idaho, as well as in local government finance. **Many communities overlook the fact that impact fees are a land use regulation.** TischlerBise will apply years of impact fee, land use, and economic development planning experience within the context of overall City financial needs, and land use, transportation, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
- **Community Outreach.** An important component of a successful impact fee program is community support. All three members of our project team have substantial experience developing and managing public outreach and community relations programs associated with impact fees and infrastructure finance.
- **Responsiveness.** As a small firm, we have the flexibility and responsiveness to meet all deadlines of the City's project.

If you have any questions regarding our proposal, please feel free to contact me directly at (301) 320-6900, Extension 12. As the President of TischlerBise, I have the authority to negotiate and contractually bind the firm. We look forward to the possibility of working with the City and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,

L. Carson Bise II, AICP, President
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: 301-320-6900 Ext. 12
E-mail: carson@tischlerbise.com

Section B: Qualifications and Experience of Firm

History, Organizational Structure, and Services Offered

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,100 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Boise, Idaho. The firm's legal addresses are:

Principal Office
L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f)
carson@tischlerbise.com

Idaho Office
Colin McAweeney, Sr. Analyst
1315 W Fort Street
Boise, ID 83702
202.642.8248
colin@tischlerbise.com

Arkansas Experience

An important factor to consider related to this work effort is our **previous consulting experience in the State of Arkansas.**

State of Arkansas		
Bentonville	Bella Vista	Centerton
Centerton Utilities	Little Rock	Pea Ridge
Pea Ridge Utilities	Springdale Utilities	Siloam Springs

Comparable Projects from the Last Five Years

The table below summarizes our comparable impact fee assignments over the last five years.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Daphne		◆				◆	◆	◆				
AL	Madison		◆				◆		◆			◆	

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Apache Junction		◆				◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆		◆		◆		◆	◆	
AZ	Casa Grande		◆	◆			◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆				◆	◆		◆	
AZ	Coolidge		◆	◆			◆	◆	◆			◆	
AZ	Eloy			◆	◆		◆		◆		◆	◆	
AZ	Flagstaff	◆	◆				◆	◆	◆		◆	◆	
AZ	Glendale			◆	◆	◆	◆	◆	◆		◆	◆	
AZ	Maricopa	◆	◆				◆	◆	◆	◆	◆	◆	
AZ	Oro Valley		◆		◆		◆		◆				
AZ	Pinal County	◆	◆				◆		◆				
AZ	Pinetop-Lakeside		◆				◆		◆	◆		◆	
AZ	Sedona		◆			◆	◆		◆			◆	
AZ	Sierra Vista		◆				◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆	◆	◆	◆				
AZ	Surprise		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Tempe			◆	◆		◆	◆	◆				
AZ	Tucson		◆	◆			◆	◆	◆				
AZ	Yuma		◆	◆		◆	◆	◆	◆	◆		◆	
CA	Imperial County		◆					◆	◆		◆		◆
CO	Adams County		◆										
CO	Berthoud Fire District							◆					
CO	Boulder		◆				◆	◆	◆	◆	◆	◆	
CO	Colorado Springs		◆										
CO	Dacono		◆				◆		◆			◆	
CO	Fort Collins		◆										
CO	Grand Junction						◆	◆	◆				
CO	Larimer County		◆										
CO	Lone Tree		◆				◆		◆	◆		◆	
CO	Mead		◆				◆		◆			◆	
CO	Parker		◆				◆		◆			◆	
CO	South Metro Fire District							◆					
CO	Vail		◆										
FL	Hillsborough County								◆	◆			

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
FL	Manatee County Schools												◆
FL	Miami	◆					◆	◆	◆	◆		◆	◆
FL	Osceola County Schools												◆
FL	Pasco County Schools												◆
FL	Pinecrest					◆	◆	◆	◆			◆	
FL	Port St. Lucie		◆					◆	◆			◆	
FL	South Miami		◆						◆				
FL	Stuart		◆				◆	◆	◆			◆	
GA	Forsyth County		◆										
ID	Kellogg		◆	◆	◆		◆		◆				
ID	Post Falls	◆	◆				◆		◆				
MD	Easton		◆				◆		◆			◆	
MD	Talbot County		◆		◆		◆	◆	◆	◆			◆
ME	Portland		◆				◆		◆			◆	
MT	Missoula		◆					◆	◆			◆	
MT	Livingston		◆		◆	◆			◆				◆
NM	Las Cruces			◆	◆								
OH	Delaware						◆	◆	◆			◆	
OH	Lebanon		◆						◆				
RI	Exeter							◆	◆	◆		◆	◆
RI	East Greenwich							◆	◆	◆		◆	◆
RI	Middletown			◆			◆	◆	◆			◆	◆
SC	Beaufort County		◆				◆	◆	◆				
SC	Beaufort County Schools												◆
SC	Clover School District												◆
SC	Easley												
SC	Horry County		◆			◆	◆		◆				
SC	Lancaster County		◆				◆		◆				
SC	Lancaster Co. Schools												◆
SC	Lexington County							◆	◆				
SC	Tega Cay		◆	◆	◆		◆		◆				
SC	York County		◆				◆						
TN	Hendersonville		◆				◆	◆	◆				
TN	Murfreesboro		◆						◆				
TN	Portland		◆				◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
TN	Williamson County												◆
VA	Fauquier County		◆						◆	◆			◆
VA	Frederick County		◆						◆	◆			◆
VA	Isle of Wight County								◆	◆			◆
VA	Loudoun County		◆				◆	◆	◆	◆	◆	◆	◆
VA	Stafford County		◆										
VA	Suffolk			◆	◆								
WV	Jefferson County						◆	◆	◆			◆	◆

Innovation

As discussed in greater detail in Scope of Services and Work Plan Section of our proposal, TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating "progressive" demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer's formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. Using GIS and data from local traffic models, TischlerBise developed an innovative tiered road impact fee methodology to allocate the cost of road improvements by Traffic Analysis Zone (TAZ) based on vehicle miles of travel (VMT). As density and mix of development increase in urban areas, VMT decreases due to shorter trips and more walking, bicycling, and transit use. This results in lower impact fees in areas where communities are attempting to encourage infill development.

Public Engagement Experience

We realize a key element of the City's assignment involves the presentation and dissemination of the fiscal findings to a diverse set of stakeholders. In addition to our vast experience with stakeholder groups as part of our impact fee assignments, TischlerBise has extensive community and public outreach experience as demonstrated by the following examples:

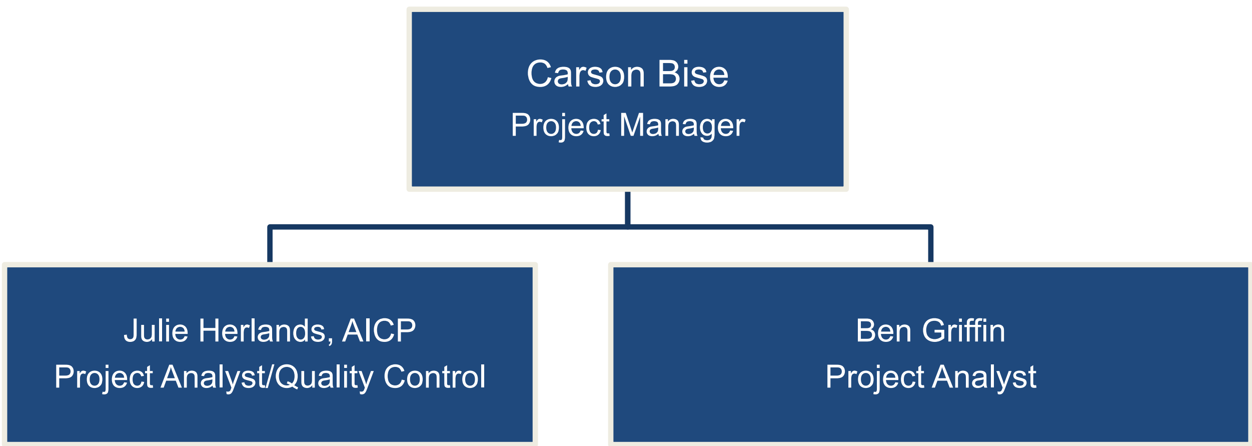
- Three regional forums in California on the fiscal benefits of infill development as part of our engagement with the California Strategic Growth Council.
- Regional forums to engage the public in a discussion on the Delaware Valley Region's economic and fiscal future.

- A series of community growth management forums in Manatee County, Florida.
- A one-day, two part public forum (Conversation on Growth) for Ada County, Idaho. https://adacounty.id.gov/commissioners/coordinated-growth/coordinated-growth-for-ada-county-conversations/
- A two-day workshop on the fiscal implications of growth for Community Planning Association of Southwest Idaho (COMPASS).

  https://www.youtube.com/watch?v=nTj5xNU3lWM https://www.youtube.com/watch?v=8tiYpeFCXDo https://www.youtube.com/watch?v=q4A-F8SVB2E
- A one-day workshop about evaluation of fiscal and economic impacts and their use in decision-making.
- Multiple State level workshops to identify economic development goals and aspirations as part of land use planning studies.
- A public conference focused on sustainable strategies for suburban communities facing demographic shifts, changing housing preferences, and growing infrastructure costs.
- Extensive experience conducting one-on-one meetings with representatives of the private sector, related to conducting market assessments and development trends.
- Extensive experience conducting individual departmental meetings to collect data required to conduct fiscal and economic evaluations, as well as impact fee and infrastructure finance studies.
- Extensive experience presenting complex market, economic, and fiscal data and conclusions to elected/appointed bodies.

Section C: Qualifications and Experience of Project Team

To successfully navigate through the City's impact fee study, the successful consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving the City's land use, affordable housing, and economic development policy goals. **Our Project Team for this assignment includes our most senior and experienced impact fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve the City. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team.



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager. In this role, Mr. Bise will coordinate our Project Team's interaction with the City to ensure that all work is completed properly, on time, and within budget. He will work closely with Ms. Herlands and Mr. Griffin, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Julie Herlands, AICP, is Vice President of TischlerBise. Ms. Herlands will provide project support for this assignment. This will include technical analysis as well as quality control. **Ms. Herlands was the Project Manager for our recent fiscal impact analysis for the City of Little Rock that evaluated the cost of service provision in areas of the unincorporated County.**

Ben Griffin, Senior Fiscal/Economic Analyst, will provide analytical support to this assignment utilizing his experience with preparing similar analyses. He will provide the project team with his land use planning and infrastructure financing experience. Mr. Griffin has been the Project Manager for numerous Arizona and Colorado impact fees studies.

Complete staff resumes are shown below.

L. Carson Bise, II, AICP, President

EXPERIENCE

Carson Bise has twenty-nine years of fiscal, economic, and planning experience and has conducted fiscal and infrastructure finance evaluations in thirty-eight states. **Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fees** for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his seven years as a planner at the local government level, he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book Planning and Urban Design Standards, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. **Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently Chaired the APA's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Daphne, Alabama – *Impact Fee Study*
- Foley, Alabama – *Impact Fee Study*
- Gulf Shores, Alabama – *Impact Fee Study*
- Orange Beach, Alabama – *Impact Fee Study*
- Apache Junction, Arizona – *Impact Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Eloy, Arizona – *Impact Fee Study*
- Bentonville, Arkansas – *Impact Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Avenal, California – *Impact Fee Study*
- Banning, California – *Impact Fee Study*
- National City, California – *Impact Fee Study*
- Temecula, California – *Impact Fee Study*
- Tulare, California – *Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Coral Gables, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*

- Manatee County, Florida – *Impact Fee Study*
- Coral Gables, Florida – *Impact Fee Study*
- Miami, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- South Miami, Florida – *Impact Fee Study*
- Islamorada, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Parkland, Florida – *Impact Fee Study*
- Punta Gorda, Florida – *Impact Fee Study*
- Effingham County, Georgia – *Impact Fee Study*
- Douglas County, Georgia – *Impact Fee Study*
- Garden City, Georgia – *Impact Fee Study*
- Henry County, Georgia – *Road Impact Fee Study*
- Pooler, Georgia –*Impact Fee Study*
- Roswell, Georgia – *Impact Fee Study*
- Hailey, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Kellogg, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Nampa, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Post Falls, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Sandpoint, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Flathead County, Montana – *Impact Fee Feasibility Study and Impact Fee Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- Laurel, Montana – *Impact Fee Feasibility Study*
- Missoula/Missoula County, Montana – *Impact Fee Study and Capital Facility Plan*
- North Las Vegas, Nevada – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*

- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- Greenville, North Carolina – *Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Funding Strategy*
- Beaufort County, South Carolina – *Infrastructure Funding Strategy*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- Spanish Fork, Utah – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*

EDUCATION

M.B.A., Economics, Shenandoah University
Bachelor of Science, Geography/Urban Planning, East Tennessee State University
Bachelor of Science, Political Science/Urban Studies, East Tennessee State University

SPEAKING ENGAGEMENTS

- *Fiscal Impact Assessment*, AICP Training Workshop, APA National Planning Conference
- *Dealing with the Cost of Growth: From Soup to Nuts*, ICMA National Conference
- *Demand Numbers for Impact Analysis*, National Impact Fee Roundtable
- *Calculating Infrastructure Needs with Fiscal Impact Models*, Florida Chapter of the APA Conference
- *Economic Impact of Home Building*, National Impact Fee Roundtable
- *Annexation and Economic Development*, APA National Conference
- *Economics of Density*, APA National Conference
- *The Cost/Benefit of Compact Development Patterns*, APA National Conference
- *Fiscal Impact Modeling: A Tool for Local Government Decision Making*, ICMA National Conference
- *From Soup to Nuts: Paying for Growth*, APA National Conference
- *Growing Pains*, ICMA National Conference
- *Mitigating the Impacts of Development in Urban Areas*, Florida Chapter of the APA
- *Impact Fee Basics*, National Impact Fee Roundtable
- *Fiscal Impact Analysis and Impact Fees*, National Impact Fee Roundtable
- *Are Subsidies Worth It?*, APA National Conference

PUBLICATIONS

- “Next Generation Transportation Impact Fees,” APA, Planners Advisory Service.
- “Fiscal Impact Analysis: Methodologies for Planners”, APA.

- "Planning and Urban Design Standards", APA, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets", ICMA Press.
- "The Cost/Contribution of Residential Development", Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities", ICMA Getting Smart! Newsletter.
- "The Economics of Density", AICP Training Series, 2005, Training CD-ROM (APA).

Julie Herlands, AICP, Vice President

EXPERIENCE

Julie Herlands is Vice President of TischlerBise and has fifteen years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC), Advisory Services and Research Department. Her economic and fiscal impact experience includes a wide-range of assignments in over fifteen states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled Fiscal Impact Assessment at the APA National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. She is the immediate past Chair of the Economic Development Division of the APA and **chaired the APA Task Force on Planning and Economic Development.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING ASSIGNMENTS

- Baldwin County, Alabama – *Impact Fee Study*
- Foley, Alabama – *Impact Fee Study*
- Casa Grande, Arizona – *Development Impact Fees*
- Glendale, Arizona – *Development Impact Fees*
- Goodyear, Arizona – *Development Impact Fees; Water Resources Fees*
- Peoria, Arizona – *Development Impact Fees*
- Prescott, Arizona – *Feasibility of Development Impact Fees for Roads*
- Queen Creek, Arizona – *Development Impact Fees*
- Bentonville, Arkansas – *Impact Fees*
- Boulder, Colorado – *Transportation Impact Fees*
- Castle Rock, Colorado – *Impact Fees*
- Erie, Colorado – *Impact Fees*
- Louisville, Colorado – *Impact Fees*
- Vail, Colorado – *Transportation Impact Fees*
- DeSoto County, Florida – *Impact Fees*
- DeSoto School District, Florida – *School Impact Fees*
- Lake Wales, Florida – *Transportation Impact Fees*
- Manatee County, Florida – *Impact Fee Study*
- Manatee County School District, Florida – *Transportation Impact Fees*
- Manatee County, Florida – *Transportation Impact Fees*

- Naples, Florida – *Transportation Impact Fees*
- Coral Ridge Properties, Parkland, Florida – *Capital Improvements Element*
- Lake County Schools, Florida – *Fiscal Analysis and Revenue Strategies*
- Pasco County School District, Florida – *School Impact Fees*
- Polk County School District, Florida – *Capital Needs Assessment*
- Punta Gorda, Florida – *Impact Fees*
- Sunny Isles Beach, Florida – *Impact Fees*
- Hayden, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Post Falls, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Shoshone Fire District, Idaho – *Impact Fee Study and Capital Improvement Plan*
- Caroline County, Maryland – *School Excise Tax Study*
- Dorchester County, Maryland – *Impact Fee Study (included Schools)*
- Carroll County, Maryland – *Impact Fees*
- Frederick County, Maryland – *Impact Fees*
- Talbot County, Maryland – *Impact Fee Study (included Schools)*
- Wicomico County, Maryland – *Impact Fee Study (included Schools)*
- Worcester County, Maryland – *School Impact Fee Study*
- Worcester County, Maryland – *Impact Fees*
- Frederick County, Virginia – *Cash Proffer Study*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study;*
- Isle of Wight County, Virginia – *Cash Proffer Study*

EDUCATION

Masters of Community Planning, University of Maryland (Summa Cum Laude, Phi Kappa Phi)
B.A., Political Science, University of Buffalo (Magna Cum Laude, Phi Beta Kappa)

SPEAKING ENGAGEMENTS

- *Fiscal Impact Assessment*, AICP Training Workshop, American Planning Association National Planning Conference, 2009 and 2008
- *Infrastructure Financing: Funding the Gap,* American Planning Association National Planning Conference, 2009
- *Economic Development for Planning Practitioners,* Training Workshop, American Planning Association National Planning Conference, 2009
- *Voluntary Mitigation Payments: An Alternative to Impact Fees*, American Planning Association National Planning Conference, 2007
- *Proffers vs. Impact Fees: The Virginia Experience,* National Impact Fee Roundtable, 2006
- *Impact Fee—Or Is It?* American Planning Association National Planning Conference, 2005
- *Integrating Planning with School Demands,* American Planning Association National Planning Conference, 2005
- *Planning and Fiscal Reality*, American Planning Association National Planning Conference, 2004

PUBLICATIONS

- "Should Impact Fees Be Reduced in a Recession?" Economic Development Now, August 10, 2009 (International Economic Development Council)
- "Agreements, Fees, and CIP," The Best of Contemporary Community Planning, 2005, Training CD-ROM (American Planning Association and Lincoln Institute of Land Policy)
- "The Connection between Growth Management and Local Economic Development," Economic Development News & Views (Economic Development Division of the APA)

Benjamin Griffin, Senior Fiscal/Economic Analyst

EXPERIENCE

Benjamin Griffin is the Senior Fiscal and Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. Mr. Griffin also worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. Since joining TischlerBise, Mr. Griffin has worked on fiscal analyses, market analyses, capital improvement plans, development impact fees, and revenue strategies for local governments in sixteen states.

SELECTED IMPACT FEE EXPERIENCE

- Buckeye, Arizona – *Development Impact Fee Study*
- Pinal County, Arizona – *Development Impact Fee Study*
- Maricopa, Arizona – *Transportation Impact Fee Review*
- Sierra Vista, Arizona – *Development Impact Fee Study*
- Tempe, Arizona – *Development Impact Fee Study*
- Yuma, Arizona – *Development Impact Fee Study*
- Lemoore, California – *Impact Fee Study*
- Mammoth Lakes, California – *Impact Fee Study*
- Suisun City, California – *Impact Fee Study*
- Tulare, California – *Impact Fee Study*
- Durango, Colorado – *Multimodal Impact Fee and Housing Linkage Fee Study*
- Fort Collins, Colorado – *Impact Fee Study*
- Grand Junction, Colorado – *Impact Fee Study*
- Lone Tree, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- Manatee County School District, Florida – *School Impact Fee Study*
- Covington, Louisiana – *Impact Fee Study*
- Middletown, Rhode Island – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*
- Jefferson County, West Virginia – *Impact Fee Study*

EDUCATION

M.A., Urban and Regional Planning, University of New Orleans
B.B.A., Finance, University of Mississippi

Section D: Scope of Services and Work Plan

Project Understanding

The City of Bella Vista is a relatively new City located in fast growing Northwest Arkansas. Initially developed as a private resort community, it has evolved over time to attract retirees, families, young people, and visitors. Although the growth in Bella Vista has lagged behind the region as a whole, significant development is expected. Therefore, the City seeks to implement development impact fees for Police, Fire/EMS, Library, and General Government facilities. As part of this effort, TischlerBise will provide a comprehensive evaluation of the City's suggested development impact fee categories as well as advise the City as to whether there are other infrastructure categories the City should consider as well. When preparing the capital improvement plan and recommended development impact fee structure, we will work with City staff to ensure assumptions and methodologies are consistent with recommended City policy directives and strategic objectives. With decades of impact fee experience across the nation, TischlerBise has pioneered best practices with a clear trend from generic, cookie-cutter, fee studies to the realization that fees can and should be customized to function as an integral component of the community's strategic plan. Therefore, TischlerBise will be available to function as a key member of the City's management and leadership team, and will be there for the City long after the engagement is over for no charge assistance on administrative and implementation assistance.

Project Approach

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) demonstrate a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the City. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP.

In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized Public Safety Building is an example.

Incremental Expansion Capital Impact Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the impact fee category will be dependent on which is most beneficial for the City. In a number of cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the City. There are likely to be policy and revenue tradeoffs. We recognize that “one size does *not* fit all” and create the optimum format that best achieves our clients’ goals.

Market Perspective. We bring a unique perspective to this requirement. First, projecting future residential and nonresidential development is more difficult now than in the past due to changes in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise’s extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** These projections include both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the City’s financial exposure if impact fee revenue is less than expected.

Consider a Progressive Residential Impact Fee Schedule. TischlerBise suggests the City consider a fee structure that varies residential impact fees by size of unit. **TischlerBise has been the national leader in this movement toward “progressive” fee structures.** As part of our demographic analysis conducted as part of this assignment, we will prepare data on factors that vary by housing unit size (i.e., persons per unit and vehicle trips) for the City’s consideration prior to development of the fee methodology. Proponents of this approach feel it helps a jurisdiction meet some of its policy objectives related to affordable housing and equity. Ultimately, the City and stakeholders will decide which direction to pursue relative to this policy decision.

Public Outreach/Market Competitiveness

Many communities desire to have a comparison of the proposed development impact fees to those in comparable, or peer, communities. However, it is important for the consultant compiling the report to understand what is—and is not—included in the fee amounts for a true "apples-to-apples" comparison. For instance, it is important to note what specific components (e.g., intersections) are included in the impact fee calculation. Are there unique elements embedded in an impact fee that makes it relatively high or low compared to other jurisdictions in the region? What are the methodological approaches used and how do those approaches affect the fee? What is the difference between the calculated fees and the adopted fees? For Bella Vista, we will conduct this evaluation to include methodologies employed, fee amounts, and any unique circumstances that should be identified and communicated to staff and stakeholders throughout the process.

The importance of public outreach when considering development impact fees and infrastructure funding options should not be overlooked. **This is particularly true when a community is considering implementing impact fees for the first time.** Based upon our experience with impact fees in the State of Idaho, we anticipate that this study may attract controversy. Therefore, it is important to build a coalition of support early in the process to educate and inform the public and other key stakeholders about the purpose of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communication strategy that will offset and correct any misinformation that might proliferate and to provide clear and compelling logic for public adoption of an updated impact fee program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate and lead stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees.

Work Scope

The following scope of work provides detailed steps to ensure that the City's project is completed successfully and meets the requirements of Arkansas law, including but not limited to, Arkansas Code Annotated §14-56-103, as well as national case law. This scope assumes the following impact fee categories: Police, Fire, EMS, Library, Streets, and General Government Facilities.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City
- Review and refine work plan and schedule
- Discuss current and previous work efforts related to this topic
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

Meetings: One (1) on-site visit to meet with City project management team.

Deliverables: Data request memorandum.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City as they relate to growth and development and determine the likely development future for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the City, as well other regional/State sources may serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the stakeholder group. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for a specific service area. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings: Discussions with the Community Development Department and other relevant staff will be held as part of Task 1.

Deliverables: TischlerBise will prepare a draft technical memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Development Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to impact fee category.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and capital facility needs.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for capital facilities. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for capital facilities addressed in the study.
- Identify actual existing service levels for capital facilities. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each impact fee category.

Meetings: Two (2) meetings with City staff to discuss capital facility needs and levels-of-service.

Deliverables: Memoranda as appropriate. Results integrated into Draft/Final Development Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology will depend on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task.

Meetings: One (1) meeting with City staff and City Council to discuss issues the draft development impact fee options.

Deliverables: "Storyboard" Presentation of Impact Fee Options.

TASK 5: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the fee study.

Deliverables: Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables: See Task 7.

TASK 7: PREPARE DEVELOPMENT IMPACT FEE REPORT, PUBLIC PRESENTATION

TischlerBise will prepare a draft report for the City's review. The report will summarize the need for development impact fees in the City of Bella Vista and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the Development Impact Fee Report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources, and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail.

Potential Impact on Housing Affordability. As part of the Development Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in the City. The analysis will examine the current household income and housing expenses that burden an average household in the City. Next, the proposed development impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the City.

Meetings: One (1) meeting/presentation to present the Development Impact Fee Study with the City Council.

Deliverables: Draft and final reports and presentation materials for meetings.

Section E: **Project Timeline and Pricing**

Project Schedule

Assuming a Notice to Proceed is issued at the end of May, we anticipate a 3.5 month schedule to complete this assignment.

PROJECT SCHEDULE FOR BELLA VISTA, ARKANSAS			
Tasks	**Anticipated Dates**	**Meetings***	**Meetings/Deliverables**
Task 1: Project Initiation/Data Acquisition	June, 2025	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Development Projections	June - July, 2025	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	June - August, 2025	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	August, 2025	1	"Storyboard" Presentation on Development Impact Fee Options
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	August, 2025	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	August, 2025	0	See Task 7
Task 7: Prepare Development Impact Fee Report, Public Presentation	August - September, 2025	2	Draft and Final Development Impact Fee Study and Presentation Materials

*In some cases it is assumed meetings are held with multiple departments over one (1) trip.

Project Management Methodology

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project implementation plan employs the following principles to mitigate potential risk and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
  - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Ms. Herlands, will identify the final project goals and objectives in collaboration with City staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
  - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with City staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**

- **Mitigation: We will actively manage the project process.** Mr. Bise and Ms. Herlands have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the City meeting the schedule, budget, and technical requirements of the project.

- **Risk: Quality Control**
  - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the City, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.

- **Risk: Cost Overruns**
  - **Mitigation: The studies will be conducted under a fixed fee arrangement**. We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

Cost

The following table presents our proposed project fee schedule for this assignment and encompasses the tasks, our anticipated number of meetings, and anticipated deliverables. Please note that this is a fixed fee, not-to-exceed, proposal and includes direct expenses related to the project. TischlerBise invoices monthly, based on percentage complete for each Task. Payment terms are 30 days. We accept both checks and direct deposits (EFT/ACH).

PROPOSED FEE SCHEDULE FOR BELLA VISTA, ARKANSAS					
Project Team Member:	**Bise**	**Herlands**	**Griffin**	**Total**	
Job Title:	**Project Manager**	**Project Analyst**	**Project Analyst**	**Hours**	**Cost**
Hourly Rate*	**$205**	**$190**	**$185**		
Task 1: Project Initiation/Data Acquisition	8	0	4	12	$2,380
Task 2: Prepare Land Use Assumptions and Development Projections	4	4	16	24	$4,540
Task 3: Determine Capital Facility Needs and Service Levels	16	16	24	56	$10,760
Task 4: Evaluate Different Allocation Methodologies	8	2	12	22	$4,240
Task 5: Determine Need for “Credits” to be Applied Against Capital Costs	4	0	8	12	$2,300
Task 6: Conduct Funding and Cash Flow Analysis	2	1	8	11	$2,080
Task 7: Prepare Development Impact Fee Report, Public Presentation	16	8	40	64	$12,200
Total Cost:	**58**	**31**	**112**	**201**	**$38,500**

Section F: **References**

The Qualifications and Experience of the Firm Section of our proposal listed our impact fee assignments over the last five years. Below are summaries of three previous projects that are similar in size and scope to the City of Bella Vista's project. We have only listed projects with which our Project Team members were associated.

City of Bentonville, Arkansas – *Development Impact Fee Study (2001, 2005, 2009, 2016)*
Project Contact: Camille Steadman Thompson, City Attorney
Phone: (479) 271-5956
Email: CThompson@bentonvillear.com
TischlerBise Staff: Carson Bise and Benjamin Griffin

TischlerBise recently prepared our fourth impact fee assignment for the City of Bentonville. This update included updates for fire/rescue, parks, police, water, sewer and libraries. An extensive stakeholder outreach strategy was conducted throughout the process. One of the challenges with this assignment was determining the right approach for fire/rescue given the staffing and operational study that was being conducted at the same time, that had radically different ideas about station needs in the City.

City of Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study (2019)*
Project Contact: George Flores, Development Services Director
Phone: (623) 349-6209
E-mail: gflores@buckeyeaz.gov
TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise is completing an update to the City's SB1525 compliant development fees we completed in 2013. This study includes an update to parks and recreation, library, street, police, fire, water, and wastewater development fees. **Due to Buckeye's acquisition of Global Water, and the complexity of existing development agreements related to this acquisition, Buckeye accelerated its update process.** To account for development agreements related to water and wastewater service throughout Buckeye, which often vary within individual Community Master Plan Areas and 208 Areas, **TischlerBise and Buckeye staff are designing a GIS-based development fee schedule to accurately assess fees at the parcel level.** Buckeye's current (four) water and wastewater service areas are projected to increase to approximately ten to twenty service areas for each type of infrastructure – Buckeye's water and wastewater development agreements do not usually have similar geographic boundaries. The current update is an ongoing assignment. The first SB1525 assignment was completed within budget and on time.

Tega Cay, South Carolina – *Impact Fee Study (2018)*
Project Contact: Charlie Funderburk, City Manager
Phone: (803) 548-3512
E-mail: CFunderburk@tegacaysc.gov
TischlerBise Staff: Carson Bise and Julie Herlands

TischlerBise was retained to prepare and implement the City's first impact program. The fee categories included Parks and Recreation, Police, Fire, Water and Wastewater. This assignment included determining capital improvement plans and calculating impact fees for each fee category. For several fee categories, TischlerBise prepared both a plan-based approach and consumption-based approach in order to gauge the magnitude of City General Fund exposure/commitment.

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