Bella Vista City Council
Work Session Meeting Agenda

Date/Time: November 17, 2025
5:30 PM

Location: Bella Vista District Court
2483 Forest Hills Boulevard

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

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. Review of Minutes

A. October 27, 2025, City Council Regular Meeting Minutes

B. November 12, 2025, City Council Special Meeting Minutes

III. Unfinished Business

C. **ORDINANCE**: ESTABLISHING A BUSINESS LICENSE REQUIREMENT FOR QUALIFYING BUSINESSES OPERATING WITHIN THE CITY, PROVIDING FOR CLASSES AND EXEMPTIONS, REQUIRING ANNUAL RENEWAL, ESTABLISHING FEES, PROVIDING PENALTIES FOR VIOLATIONS, AND FOR OTHER PURPOSES *Third reading*

D. **ORDINANCE**: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2025-

59940 (COUNTY PARCEL NO. 16-43269-000) FROM R-E, RESIDENTIAL ESTATE DISTRICT TO C-2, LOCAL COMMERCIAL *Second Reading*

IV. New Business

See meeting packet for complete ordinances and resolutions.

E. **ORDINANCE**: AMENDING SECTION 16-41 PERMIT REQUIRED OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR MORE STREAMLINED RENEWALS OF SHORT-TERM RENTAL PERMITS

F. **RESOLUTION:** ACCEPTING A GRANT FROM WALTON FAMILY FOUNDATION AND AMENDING THE BUDGET TO RECOGNIZE SAID GRANT FOR $117,600, THE 20% LOCAL REQUIRED MATCH, FOR THE 71 CORRIDOR PLAN AND UPDATING THE TRAILS AND GREENWAY PLAN

G. **RESOLUTION** APPROVING AND ADOPTING A FEE SCHEDULE FOR CITY OF BELLA VISTA PLANNING AND DEVELOPMENT RELATED PERMITS AND APPLICATIONS

H. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CEI ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO POLICE IMPOUND LOT EXPANSION

I. **RESOLUTION**: AWARDING BID AND AUTHORIZING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL IN AN AMOUNT OF $225,335.82, PLUS AN ADDITIONAL 20% PROJECT CONTINGENCY, FOR A TOTAL AMOUNT NOT TO EXCEED $270,402.98, FOR OLDHAM ROAD SLOPE STABILIZATION AND REPAIRS, AND AMENDING THE 2025 CITY BUDGET

J. **RESOLUTION**: APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE BENTON COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTIES AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES BY THE CITY OF BELLA VISTA
PUBLIC HEARING TO BE CONDUCTED

V. Discussion Items

K. 2026 CC Meetings Schedule: Mayor Flynn

L. 2026 Proposed Budget—updated version: Mayor Flynn

VI. Adjournment

SPECIAL NOTICES TO THE PUBLIC: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids

and services. To request this service, contact City Clerk prior to each meeting at 479-876-1255.

BELLA VISTA CITY COUNCIL REGULAR MEETING

October 27, 2025 6:00 PM

Bella Vista District Court 2483 Forest Hills Boulevard

MINUTES

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

Pledge of Allegiance recited.

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

Citizen Input Mayor Flynn explained the 3-minute rule for Citizen Input and read the name of each person on the list, in turn.
Maribel Childress, 15 Rath Drive. Maribel came as Principal of Cooper Elementary School to thank the Council and community for their overwhelming support. She specifically wanted to thank the Bella Vista Fire and Police Departments for the commitment they have shown to the students and staff at the school. The Fire Department came recently to present Fire Safety to the students. They come and eat with students when they have time, bringing their fire trucks, the ambulance, and the EMS service for Career Days. She is excited, along with parents and staff, about the addition of Shelby, their School Resource Officer (SRO) this school year. Maribel thanked the City for choosing to support the school with its resources.
Matt Sanders, 7 Nantwich Cir. (reading for his neighbor, Donna Simmons, St. Asaphe, who couldn't make it that evening). Donna reported that on the evening of October 11 a very loud, disruptive party at 5 Nantwich Circle lasted well past midnight. The following morning, music could still be heard at her residence across the hollow, which is more than 30 feet from the residents, violating City Ordinance. She was told law enforcement had been contacted by neighbors and responded more than once that evening, but she did not contact them. She wanted to make an online report with the City Code Enforcement, but found she could not. If this occurs again, she will call the non-emergency line. She moved from an Arizona town that was similar to Bella Vista in that it was a hot-spot for vacationers, retirement homes, and recreational visitors. As a former police officer, she was called to many of those complaints at vacation rentals, and what she experienced on October 11 was the same level of disturbance. Often the clashes between the vacation renters and retired homeowners were volatile. She suggested that STR owners include pertinent City Ordinances in the rules and rental contracts, as a fair way to let renters know what is and isn't acceptable and what will and won't violate the City Code. In her former town, there were also permits required for vacation rental owners that could be revoked for repeat ordinance violations. Rental

owners were also required to have a local contact available at all times who would respond concerning repeat law enforcement calls. She hopes the Council will come up with a workable plan so that all visitors know the requirements, and all can enjoy this beautiful area peacefully.
Matt Sanders, 7 Nantwich Cir. He reported on the same incident described by his neighbor. He said the police came out several times, there were more than 20 cars at one time, and they were completely (all 4 tires) parked on the grass. It was a big disturbance, especially for those like himself who had children sleeping. He would like to make a formal complaint, so these problems can be fixed.

Council Member Reply Council Member Wilms commented that the Bella Vista STR Ordinance does require inclusion of references regarding noise, parking, and debris violations. He said the problem is not that renters are uninformed about it. Council Member Hughes thanked Maribel Childress for coming out and agreed that the community has been an excellent partner with Cooper Elementary. She is glad that the students get to have first-hand experience with the Police and Fire Departments on a regular basis. Council Member Harp wanted to reiterate that if there is a complaint about a short-term rental or a private residence that someone lives in, it's no different. If the police aren't called during the time of the incident, there isn't a lot they can do after the fact. So it is imperative for those having issues with a neighbor or an STR, that they call the police so they can conduct an investigation at that time. Mayor Flynn concluded the Citizen Input and Council Member Reply by thanking all those who spoke that evening.

Reports

Monthly Financial Report ending August 30, 2025: Mayor Flynn reported in the Monthly Financial Report ending August 31, 2025, that Total Operating Revenues are up 10% over last year. City Sales Tax is up 14.1% over last year and continues to be encouraging. The County Sales Tax is a bit softer and up 3.1% over last year. On the Operating Expense side, the City is almost a million dollars under budget through August. He noted the City is in solid shape so far: revenues are more than expected and expenses are less than expected. There are several things on the horizon for the rest of this year. There are 3 pay periods in October, and that has an effect. And in December, all the Police and Fire get paid their holiday pay for the whole year. There are still a few challenges ahead, but overall the financials look good.

(The Chair will entertain a motion to suspend the rules of order and procedure to allow all ordinances on the agenda to be read by title only.) *Council Member Wilms made a motion to approve, seconded by Council Member Honchell.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.***

Consent Agenda

Approval of Minutes: September 22, 2025, City Council Regular Meeting, October 15, 2025, City Council Special Meeting

Mayor Flynn introduced the items on 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.*

Unfinished Business

ORDINANCE: ESTABLISHING A BUSINESS LICENSE REQUIREMENT FOR QUALIFYING BUSINESSES OPERATING WITHIN THE CITY, PROVIDING FOR CLASSES AND EXEMPTIONS, REQUIRING ANNUAL RENEWAL, ESTABLISHING FEES, PROVIDING PENALTIES FOR VIOLATIONS, AND FOR OTHER PURPOSES *Third Reading Mayor Flynn read the ordinance for the third time. Council Member Wilms explained the amendment he had provided to the Council, which would make non-profits in Bella Vista, like the Bella Vista Foundation, exempt from the business license. Council Member Wilms submitted two amendments earlier to the Council and read them. He requested that each of these amendments would be voted on separately. Council Member Wilms made a motion to amend Section 4B which would eliminate the "school and City government" from the ordinance, seconded by Council Member Hughes. Attorney Kelley clarified questions raised by Council Members.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.*** *A second amendment was offered by Council Member Wilms to exclude businesses managing STRs from being exempt. Council Member Travis Harp stated for the record that he would not support a business license for any home-based business that does not have customers coming in and out. Attorney Kelley clarified that Section E exempts home-based businesses. Council Member Wilms made a motion to amend Section 4F, seconded by Council Member Honchell.* ***Roll Call Vote: (Ayes: 5/Nays: 1 Harp) Passed 5-1.*** *Council Member Honchell made a motion to approve the ordinance, seconded by Council Member Newport. Council Member Hughes proposed tabling the ordinance for one month and addressing it during the November Regular Meeting. Council Member Honchell withdrew his motion to approve the ordinance, and Council Member Newport withdrew her second. Council Member Hughes made a motion to table the ordinance for one month, seconded by Council Member Newport.* ***Roll Call Vote: (Ayes: 4/Nays: 2 Harp, Wilms) Passed 4-2.*** *Tabled until November.*

RESOLUTION: ESTABLISHING RESPECTIVE COST SHARING OF HEALTH BENEFITS BETWEEN THE CITY OF BELLA VISTA AND CERTAIN POLICE DEPARTMENT AND FIRE DEPARTMENT RETIREES AND THEIR DEPENDENTS *Tabled until October Mayor Flynn read the resolution for the second time. Council Member Harp stated he was ready to withdraw this resolution, with the proposal of a new resolution submitted by Mayor Flynn. Council Member*

Wilms made a motion to table the Resolution indefinitely, seconded by Council Member Hughes. ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.*** *Tabled indefinitely.*

New Business

ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN A TOTAL AMOUNT NOT TO EXCEED $128,314.00 FOR THE PURCHASE OF TWO (2) 2025 FORD F-250 TRUCKS FOR USE BY THE POLICE DEPARTMENT *Mayor Flynn read the ordinance for the first time. Council Member Wilms made a motion to suspend the rules and waive three readings, seconded by Council Member Honchell.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.*** *Council Member Honchell made a motion to approve the ordinance, seconded by Council Member Wilms.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.***

ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2025-59940 (COUNTY PARCEL NO. 16-43269-000) FROM R-E, RESIDENTIAL ESTATE DISTRICT TO C-2, LOCAL COMMERCIAL *Mayor Flynn read the ordinance for the first time. He called Mr. Jack Keo, the applicant, forward to explain his request to the Council. There was extensive Council discussion regarding this request and the reasons for the Planning Commission's rejection of the rezone. Council Member Wilms affirmed Mr. Keo's excellent presentation, but with no available water or utilities, he said the plan would be ill-advised. After hearing and watching the presentation, Council Member Harp suggested this ordinance go to second reading next month, to give the Council time to study and consider the request, and Council members were in agreement. Mayor Flynn stated this ordinance would go to second reading at the November Regular Meeting.*

RESOLUTION: ESTABLISHING A HEALTH INSURANCE PREMIUM CREDIT FOR ELIGIBLE POLICE AND FIRE DEPARTMENT RETIREES AND THEIR DEPENDENTS, BASED UPON A RULE OF 85 ELIGIBILITY STANDARD *Mayor Flynn read the resolution for the first time. HR Director Kleiderman addressed several questions from Council Member Wilms. Council Member Honchell made a motion to approve, seconded by Council Member Wilms.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.***

RESOLUTION: AMENDING THE 2025 BUDGET TO AUTHORIZE ONE (1) ADDITIONAL FULL-TIME BUILDING INSPECTOR POSITION IN THE FIRE DEPARTMENT *Mayor Flynn read the resolution. Council Member Harp said he knows this is a necessary addition to Fire Department inspection staff, and he supports it. Council Member Wilms voiced concern that our permit costs cover all the costs of reviewing staff internally. Mayor Flynn stated that the need is great due to the increased activity of the building community.*

Inspections have become a daunting task due to exponential growth. Council Member Harp stated that he disagrees with the fees. Council Member Hughes made a motion to approve, seconded by Council Member Honchell. ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.***

Announcements

- Next City Council Work Session: 5:30 pm, Monday, November 17, at Bella Vista District Court
- Next City Council Regular Meeting: 6:00 pm, Monday, November 24, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm, Thursday, October 30, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, November 10, at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Wednesday, November 12, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

Adjournment

City Clerk Wanda Lepillez Krug	Mayor John D. Flynn

BELLA VISTA CITY COUNCIL SPECIAL MEETING

November 12, 2025 5:30 PM

Bella Vista Police Training Room 2483 Forest Hills Blvd.

MINUTES

Call to Order by Mayor Flynn at 5:30 pm.

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

(The Chair will entertain a motion to suspend the rules of order and procedure to allow all ordinances on the agenda to be read by title only.) *Council Member Wilms made a motion to approve, seconded by Council Member Harp.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.***

New Business

ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH MHC KENWORTH OF SPRINGDALE IN AN AMOUNT NOT TO EXCEED $56,111.41 FOR FULL REPLACEMENT OF A DIESEL ENGINE IN A CITY FIRE TRUCK, AND AMENDING THE 2025 CITY BUDGET *Staff requests move to 3rd and final reading Mayor Flynn read the Ordinance for the first time. He called forward Deputy Fire Chief Wolfgang to explain the need for a new diesel engine in fire engine #3. Deputy Chief Wolfgang thanked the Council for their willingness to come out for this special meeting. He stated that the truck in question was a 2018 first line truck out of Station #3. About 4 months ago, the truck started to have issues and the leaks got worse, so they took it to MHC Kenworth in Springdale, which is their chosen place of business. MHC has helped the Fire Department in the past, getting the trucks in and out as fast as possible, and the Fire Department has confidence in them. The Street Department also does business with them. After performing several diagnostic tests, they confirmed that the motor needed to be replaced. A brand-new Cummins ISL9 450HP V8 motor from the factory will be ordered, so it will have a complete warranty, just like if the truck was new. Council Member Wilms asked if they explored whether the engine was defective, and Deputy Chief Wolfgang said yes, they had looked into whether that model of engine had a defective history, but it was not the case. He explained that these trucks have more hours than miles on them, due to idling a lot during active fires. The Fire Department is filling in this truck at present with the next newest truck for coverage — a 2009 Sutphen ladder truck with 70,000+ miles on it. If that one goes down, a 2005 truck will be used. Council Member Hughes voiced financial concern in case the upcoming bond fails. Mayor Flynn replied, saying one big effect would be*

the Revenue Bond of $700,000 a year wouldn't be going away. The operating budget would be $700,000 greater, and there would be many things the City wouldn't be able to do, including building a new fire station. Mayor Flynn said the time pressure and necessity of calling the special meeting was because once the engine is ordered, it takes 45–60 days to build it and ship it to MHC. Deputy Fire Chief Wolfgang agreed, stating that once MHC receives the engine, it could take up to another week to install it. Council Member Hughes made a motion to suspend the rules and move to third and final, seconded by Council Member Harp. ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.*** *Council Member Hughes made a motion to approve, seconded by Council Member Isbell.* ***Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.***

Adjournment Mayor Flynn adjourned the meeting at 5:41 pm.

City Clerk Wanda Lepillez Krug	Mayor John D. Flynn

MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
November 17, 2025	Wanda Krug, City Clerk	**ORDINANCE**: ESTABLISHING A BUSINESS LICENSE REQUIREMENT FOR QUALIFYING BUSINESSES OPERATING WITHIN THE CITY, PROVIDING FOR CLASSES AND EXEMPTIONS, REQUIRING ANNUAL RENEWAL, ESTABLISHING FEES, PROVIDING PENALTIES FOR VIOLATIONS, AND FOR OTHER PURPOSES *Third reading*

AGENDA ITEM # III.C

ORDINANCE: ESTABLISHING A BUSINESS LICENSE REQUIREMENT FOR QUALIFYING BUSINESSES OPERATING WITHIN THE CITY, PROVIDING FOR CLASSES AND EXEMPTIONS, REQUIRING ANNUAL RENEWAL, ESTABLISHING FEES, PROVIDING PENALTIES FOR VIOLATIONS, AND FOR OTHER PURPOSES *Third reading*

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Business License AMENDED at 3rd Read

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

ESTABLISHING A BUSINESS LICENSE REQUIREMENT FOR QUALIFYING BUSINESSES OPERATING WITHIN THE CITY, PROVIDING FOR CLASSES AND EXEMPTIONS, REQUIRING ANNUAL RENEWAL, ESTABLISHING FEES, PROVIDING PENALTIES FOR VIOLATIONS, AND FOR OTHER PURPOSES

WHEREAS, Ark. Code Ann. § 26-77-102(a) authorizes the City Council, by a two-thirds vote of all members elected thereto, to require any person, firm, individual, or corporation engaging in any trade, business, profession, vocation, or calling within the corporate limits of the City to obtain a business license and to pay a license fee or tax; and

WHEREAS, the City Council finds it beneficial to require such licensing to maintain an accurate inventory of businesses operating within Bella Vista, facilitate public safety contact and emergency response; and support economic retention, expansion, and diversification, as well as long-term planning;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS (TWO-THIRDS CONCURRING):

SECTION 1: BUSINESS LICENSE REQUIRED

It shall be unlawful for any business subject to this Ordinance to operate within the City of Bella Vista without first obtaining a City business license and paying the applicable license fee, and thereafter renewing such license annually while the business remains in operation.

SECTION 2: DEFINITIONS

For purposes of this Ordinance:

Business means any trade, profession, vocation, commercial enterprise, or occupation conducted for profit or gain.

Business premises means the physical location from which a business operates or conducts substantial activities within the City.

Licensee means the person or entity to whom a business license is issued.

SECTION 3: APPLICABILITY

This Ordinance applies to:

(a) All businesses, corporations, LLCs, LLPs, partnerships, sole proprietorships, and individuals conducting business from a business premises within the corporate limits of Bella Vista;
(b) All non-governmental entities engaged in any trade, service, or occupation from a physical location within Bella Vista;
(c) Any business that does not maintain a physical business premises within Bella Vista but conducts business within the City, unless such business is currently licensed by another municipality in the State of Arkansas.

SECTION 4. CLASSES AND EXEMPTIONS

Pursuant to Ark. Code Ann. § 26-77-102(d), the following shall constitute separate classes of activity for licensing purposes. The City may set different license fees for each class or exempt a class entirely. These classifications are established in accordance with Ark. Code Ann. § 26-77-102(d), and each class shall be subject to a uniform fee applicable to all members of that class.

Exempt Classes (no license required):

(a) Persons under eighteen (18) years of age operating a business;
(b) Charitable or fundraising activities conducted solely for public benefit;
(c) Temporary businesses associated with festivals, farmers' markets, or special events, limited to the duration of the event;
(d) Religious organizations, except to the extent they operate separate business activities such as daycares or private schools;
(e) Home-based occupations as defined in the City's Zoning Code.
(f) Short-term rentals as defined in the City short-term rental Ordinance Property management businesses, even though managing short-term rentals as part of their operation, shall not be exempt.

SECTION 5. APPLICATION, ISSUANCE AND DISPLAY

(a) **Application** — Each applicant for a business license shall submit a form provided by the City containing the following:

1. Business name, address, and contact information;
2. Name and contact information of the owner or designated agent;
3. Nature and classification of the business;
4. Any other information reasonably necessary to administer the license program.

(b) **Issuance** — Upon receiving a completed application and the required license fee, the City Planning Department shall issue a business license for the remainder of the calendar year, unless the City's Zoning Code prohibits the proposed business use at the business premises and the use is not a permitted pre-existing, nonconforming use under the Zoning Code.

(c) **Display** — Business licenses issued pursuant to this Ordinance shall be conspicuously displayed by the licensee at the business premises.

SECTION 6. LICENSE FEES

(a) The annual license fee shall be established from time to time by resolution of the City Council.
(b) Any business first obtaining a license on or after June 1 of a given year shall pay fifty percent (50%) of the applicable fee for that calendar year.

SECTION 7. ANNUAL RENEWAL, NON-TRANSFERABILITY

(a) Business licenses shall be renewed annually for the following calendar year between November 1 and December 31.

(b) License renewal requires payment of the applicable fee and confirmation of current business information.

(c) Licenses are non-transferable either as to licensee or business premises.

SECTION 8. ENFORCEMENT AND PENALTIES

(a) **Violation** — Operating a business subject to this Ordinance without a valid license shall constitute a violation.

(b) **Penalty** — Each day a business operates without a valid license constitutes a separate offense punishable by a fine of not less than $50 and not more than $500 per offense.

(c) **Civil Remedies** — In addition to criminal penalties, the City may seek injunctive relief to prevent unlicensed business operations.

SECTION 9. EFFECTIVE DATE AND TRANSITION

Businesses in operation on the effective date of this Ordinance shall have sixty (60) days to apply for and obtain a license.

Notwithstanding any other provision of this Ordinance, all business licenses first issued during the calendar year in which this Ordinance becomes effective shall remain valid from the date of issuance through December 31, 2026. Such licenses shall not require annual renewal prior to January 1, 2027.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

_____
JOHN D. FLYNN
MAYOR

ATTEST:

_____

WANDA KRUG
CITY CLERK

MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
November 17, 2025	Taylor Robertson, Planning and Development Director	**ORDINANCE**: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2025-59940 (COUNTY PARCEL NO. 16-43269-000) FROM R-E, RESIDENTIAL ESTATE DISTRICT TO C-2, LOCAL COMMERCIAL *Second Reading*

AGENDA ITEM # III.D

ORDINANCE: AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2025-59940 (COUNTY PARCEL NO. 16-43269-000) FROM R-E, RESIDENTIAL ESTATE DISTRICT TO C-2, LOCAL COMMERCIAL *Second Reading*

BACKGROUND

Following a public hearing on September 8, 2025, the Planning Commission did not vote to recommend approval to the Council to rezone the subject property (Parcel 16-43269-000) from R-E Residential Estate to C-2 Local Commercial. The affirmative motion failed with 1 in favor and 6 not in favor. As stated in local ordinance, the applicant has a right to appeal this Planning Commission vote to the City Council within 30 days of the action taken. Mr. Jack Kehoe has chosen to appeal that decision and his letter to the Council is attached to this memo. The Staff Report is also attached directly after. Staff did not recommend approval of this request due to the intensity of all uses within C-2 in the new ordinance and current ordinance. The final attachment contains the approved minutes from the September 8, 2025 meeting.

RECOMMENDATION

The Planning Commission nor Staff are recommending approval of the C-2 zone.

FISCAL IMPACT

None.

ATTACHMENTS

1. Applicant's RZN59940 Appeal Letter

2. Staff Report for RZN 59940
3. Planning Commission Meeting Minutes 9-8-25
4. Table of Uses
5. Ord RZN 59940 Appeal

October 8, 2025
Applicant: Jack Kehoe

Bella Vista RZN59940 Rezone Appeal

(1)Summary of any reasons provided by the planning commission concerning the decision made in the case;

The main reasons provided were steep grading of the current property and adjacent to residential.

(2)Reasons the applicant of the appeal contends that the planning commission erred in its decision;

This property falls under the Bella Vista's 2040 plan for the village center: The City's Comprehensive Plan states: A Village Center is intended to provide mid-scale and use intensity to serve the needs of the greater
community, anchored by a core retail, service, or institutional use. This property is directly across from commercial zoned C-2 and would be a great location for a restaurant or other mid scale commercial property.

Across the street is C-2, two parcels over to the East, 633 W Lancashire, has been rezoned from residential to commercial as well even though it has residential on both sides, similar to the subject property.

On the steep grade, we will simply be able to grade the property to make it less steep.

Neighbors complained about having commercial development adjacent and the worry that it will diminish property value. Residential property value is based on comparable sales. A coffee shop may increase desirability for some buyers. Rezone is simply the first step to then be able to discuss with developers best use for the property.

Additionally, the city has code ordinances specifically for commercial adjacent to residential that have been put in place for this exact purpose to ensure harmony between commercial and residential.

(3)Reasons the applicant of the appeal believes that the public health, safety, welfare, and morals would be better served if the planning commission's action were reversed;

Bella Vista is in need of more coffee, food, and dining options. There currently is very limited options for coffee in Bella Vista. We would love to develop a coffee shop similar

to Onyx in Bentonville, Airship, or Meteor that would serve the community in Bella Vista. I have attached a rendering and stie plan we had created of the potential coffee shop.

(4)Any new and pertinent information bearing on the case which may not have been available or have been overlooked by the planning commission or which may have come to light following the meeting at which the planning commission made its decision.

The reasons stated in section 2. I have also attached a site plan and rendering we had created for a potential coffee shop development on the property.

Meeting Information:
2483 Forest Hills Blvd
September 8, 2025 at 4:30 pm

Reviewer:
Jessica Grady, CNU-A
Planning Technician

Project Number	RZN-2025-59940
Applicant	Jack Kehoe
Address/Location	Near the Lancashire & Oak Hill Intersection
Current Zoning	R-E Residential Estate
Site Area	1.64 acres
Nature of Request	Requesting a rezone from R-E to C-2

Current Zoning Map (Prior to Reform)

Future Land Use

Property Description
This property is located in Bella Vista along the south side of Lancashire Boulevard near the intersection of Oak Hill Road and is located on Parcel #16-43269-000 (Lot 23 of the Mountain Springs Estate (3rd) Subdivision).

Request
Per Sec. 109-40(c), the applicant is requesting to rezone their property from R-E, Residential Estate to C-2, Light/ Local Commercial to better serve the existing land uses surrounding this parcel.

Background
Per the most recently adopted Zoning Map, this parcel is zoned R-E, Residential Estate. The Zoning Map currently under final stages with the Council also shows this lot as R-E, Residential Estate. Due to timing of the reform project, staff is recommending to consider the uses listed within the proposed C-2 Local Commercial as well as the current C-2 Light Commercial as the requested zone may no longer exist in the near future pending Council approval. The parcel is currently surrounded by the following zoning districts: C-2, Light Commercial to the north and R-E, residential estate to the south, east, and west. Existing adjacent land uses include residential on both sides directly adjacent to the lot and commercial land uses to the north across the street. Further, the Master Street Plan depicts Lancashire as major arterial. The Future Land Use Plan shows this property to be within a future residential neighborhood. However, the Future Land Use Plan does provide a general overlay for a future village center having intense uses at the intersection of 340 and 279 and feathering out near the edges of the node. The Village Center is intended to provide a mid-scale commercial activity center, that is limited to both scale and use intensity, to serve the needs of the greater community, such as core retail, service, or institutional use. These centers should be well connected to adjacent neighborhoods to promote walking or biking. Village Centers should also be supported by expanding housing types, small parks, civic open spaces that are promoted by the community. This area is not affected by the floodplain. It should be noted Staff finds the schedule of permitted uses for the requested zoning district to support the goals of the 2040 Comprehensive Plan such as retail centers, offices, clinics, and varied civic uses. However, existing uses of residential houses may not be compatible for C-2 due to its intensity of scheduled uses in both use charts.

Public Comment
None at the time of this report.

Legal Notifications
Staff posted a public hearing notice in the Weekly Vista on August 20, 2025. The applicant sent the required certified mail on August 22, 2025. Staff will post a public hearing sign on site August 29,2025.

Recommendation
Based on the above analysis and the adjacent land uses, staff does not recommend a C-2 zoning of Light or Local Commercial.

Appendix A of CURRENT Zoning Code: Table of Permitted Uses: "C" states that the use is allowed with a conditional use permit. "P" states that that use is permitted by right. Any of these uses shown in the C-2 column would be allowed by right (P) or conditionally (C). See the chart below for reference.

Residential Uses	**R-E**	**C-2**
Duplex		P
Single-Family	P	P
Townhouse		P
Civic Uses	**R-E**	**C-2**
Administration	C	P
Cemetery	C	P
Clubs	C	P
College	C	P
Convalescent Services		P
Cultural Services	C	P
Day Care	C	P
Education		P
Emergency		P
Group Care		P
Guidance Services		P
Health Care		P
Hospital		P
Maintenance Facility		P
Parks	P	P
Postal Services		P
Public Assembly	C	P
Recreation	C	P
Religious	C	P
Safety	C	P
Office Uses	**R-E**	**C-2**
General		P
Financial		P
Medical		P
Commercial Uses	**R-E**	**C-2**
Ag Services		P
Auctioneering		P
Auto		P
Bed & Breakfast		P
Business Support		P
Trade School		P
Campground		
Commercial Recreation	C	P

Commercial Cont.	**R-E**	**C-2**
Communications		P
Pharmacy		C
Construction		P
Consumer		P
Storage		C
Equipment Rental/Repair		
Food Sales		P
Funeral		P
Gaming		P
Laundry		P
Liquor		P
Lodging		P
Pawnshop		P
Personal Improvement		P
Personal Services		P
Pet Services		P
RV Storage		C
Restaurants		P
Retail		P
Surplus		P
Taverns		P
Trade Services		P
Travel Center		P
Vehicle Storage		P
Veterinary		P
Parking Uses	**R-E**	**C-2**
Off-Street Parking		P
Parking Structure		
Industrial Uses	**R-E**	**C-2**
Custom		P
Recycling		P
Office Warehouse		P
Misc. Uses	**R-E**	**C-2**
Communications Tower	C	C
Medical Marijuana		C

Sec. 109-40 – Zoning Ordinance Amendments

a) *Authority*. The city council shall have the authority to enact amendments to the text or map of this chapter in accordance with the provisions of this section. Such action may be initiated by the city council, on the recommendation of the planning commission or on petition from a property owner. Before action is taken in regard to any amendment of the ordinance, the planning commission or its staff, shall review the case and give a recommendation. However, nothing in this section shall be construed to limit the city council's authority to recall the ordinances and resolutions by a vote of the majority of the council.

b) *Guidelines for decision making*. The city council may consider several recommendations and planning documents when attempting to make a decision on the granting of an amendment. Such guidelines may be derived from recommendations from the planning commission or the planning staff; use of provisions of the any existing, master street plan, land use plan, capital improvements plan, or community facilities plan; as well as any other document created to provide required public facilities necessary to protect the public interest. A disapproval by the city council of an amendment shall be final for one year and the same application may not be reinitiated until the expiration of that deadline.

c) *Procedure for* amendments*; property owners.*

1. *Application*. An application giving the legal description of the property involved and both the current and requested zoning classification for the property shall be submitted to the planning commission by the owner or his agent pursuant to the city development calendar. The petition shall also include a statement and diagram explaining why the proposed changes will not conflict with the surrounding land uses. The owner shall submit a complete written legal description of the property with the application.
2. *Public notification and hearing*. The planning commission shall hold a public hearing on the proposed amendment. Public notification for property owner-initiated zoning ordinance amendments shall occur pursuant to subsections 109-45(d)(1) through (3) before such an application may be reviewed by the planning commission.

Sec. 109-42 – Appeals to City Council

a) *Notice of appeal.* Any decision by the planning commission regarding a rezoning or conditional use permit may be appealed to the city council. In order to make an appeal, the aggrieved party shall file a notice of appeal with the city clerk within 30 days of the planning commission's final action. The notice of appeal shall be filed on forms and in a format prescribed by the planning commission. As a minimum, however, the applicant shall provide the following information:

   a. Summary of any reasons provided by the planning commission concerning the decision made in the case;
   b. Reasons the applicant of the appeal contends that the planning commission erred in its decision;
   c. Reasons the applicant of the appeal believes that the public health, safety, welfare, and morals would be better served if the planning commission's action were reversed; and
   d. Any new and pertinent information bearing on the case which may not have been available or have been overlooked by the planning commission or which may have come to light following the meeting at which the planning commission made its decision.

b) *City council action.* Appeals to the city council shall be de novo (brand new); however, they shall first be considered on the record of the public hearing and planning commission meeting at which the original case was heard and the original decision made. Based on this review, the city council may affirm the planning commission's decision, reverse it, or send the case back to the planning commission for further study and re-certification. If new information is placed before the council that, in the opinion of the council, would affect the planning commission's decision, the council may refer the case back to the planning commission for further study, including the new information, and recertification.

Sec. 109-026. Use Table

(a) *Applicability*. This Division shall follow the requirements established in Table 026.1: Use Table.

(b) *Use-Specific Standards*. Use-specific standards are established in Division 2. and Division 3. of this Article.

Table 026.1: Use Table

Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
	Residential													
	Household Living													
Assisted Living						**P**		**P**	**P**	**P**				1.5/1,000 sf
Cottage Court					**P**	**P**		**P**					Division 2. Sec. 109-028. (a)	1/DU
Manufactured Home		**P**		**P**	**P**	**P**							Division 2. Sec. 109-028. (b)	2/DU
Mixed-Use Building					**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-028. (c)	
Mobile Home		**P**				**P**								2/DU
Modular Home		**P**	**P**	**P**	**P**	**P**							Division 2. Sec. 109-028. (d)	2/DU
Multi-Family Dwelling					**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-028. (e)	1/1 BRU 1.75/2 BRU 2/3 BRU
Single-Family Dwelling		**P**	**P**	**P**	**P**	**P**								2/DU
Townhome					**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-028. (f)	2/DU
Triplex					**P**	**P**		**P**						2/DU
Two-Family Dwelling				**P**	**P**	**P**		**P**						2/DU
	Group Living													
Educational Housing						**C**		**P**	**P**	**P**				

Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Emergency and Rehabilitative Housing		**P**				**P**		**C**	**P**				Division 2. Sec. 109-028. (g)	
	Commercial													
	Retail Sales													
Retail Store							**P**	**P**	**P**	**P**		**P**		
	Food and Beverage													
Outdoor, Mobile, or Temporary Vending		**P**				**P**	**P**	**P**	**P**	**P**		**P**	Division 2. Sec. 109-029. (a)	
Restaurant						**P**	**P**	**P**	**P**	**P**		**P**	Division 2. Sec. 109-029. (b)	
Tavern or Bar							**P**	**P**	**P**	**P**		**P**	Division 2. Sec. 109-029. (c)	
	Personal Services													
Day Care			**P**	**P**	**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-029. (d)	
Personal Services								**P**	**P**	**P**				
	Lodging													
Bed and Breakfast			**C**	**C**	**C**	**C**		**P**				**P**	Division 2. Sec. 109-029. (e)	2/DU + 1/guest room
Hotel							**C**	**C**	**P**	**P**				
Recreational Vehicle Park							**P**						Division 2. Sec. 109-029. (f)	
Short-term Rental		**C**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		**P**		
	Professional Services													
Alternative Financial Institution								**P**	**P**	**P**			Division 2. Sec. 109-029. (g)	
Professional and Trade Office								**P**	**P**	**P**				
Research Services											**P**			
Studio								**P**	**P**	**P**				
	Medical Facilities													

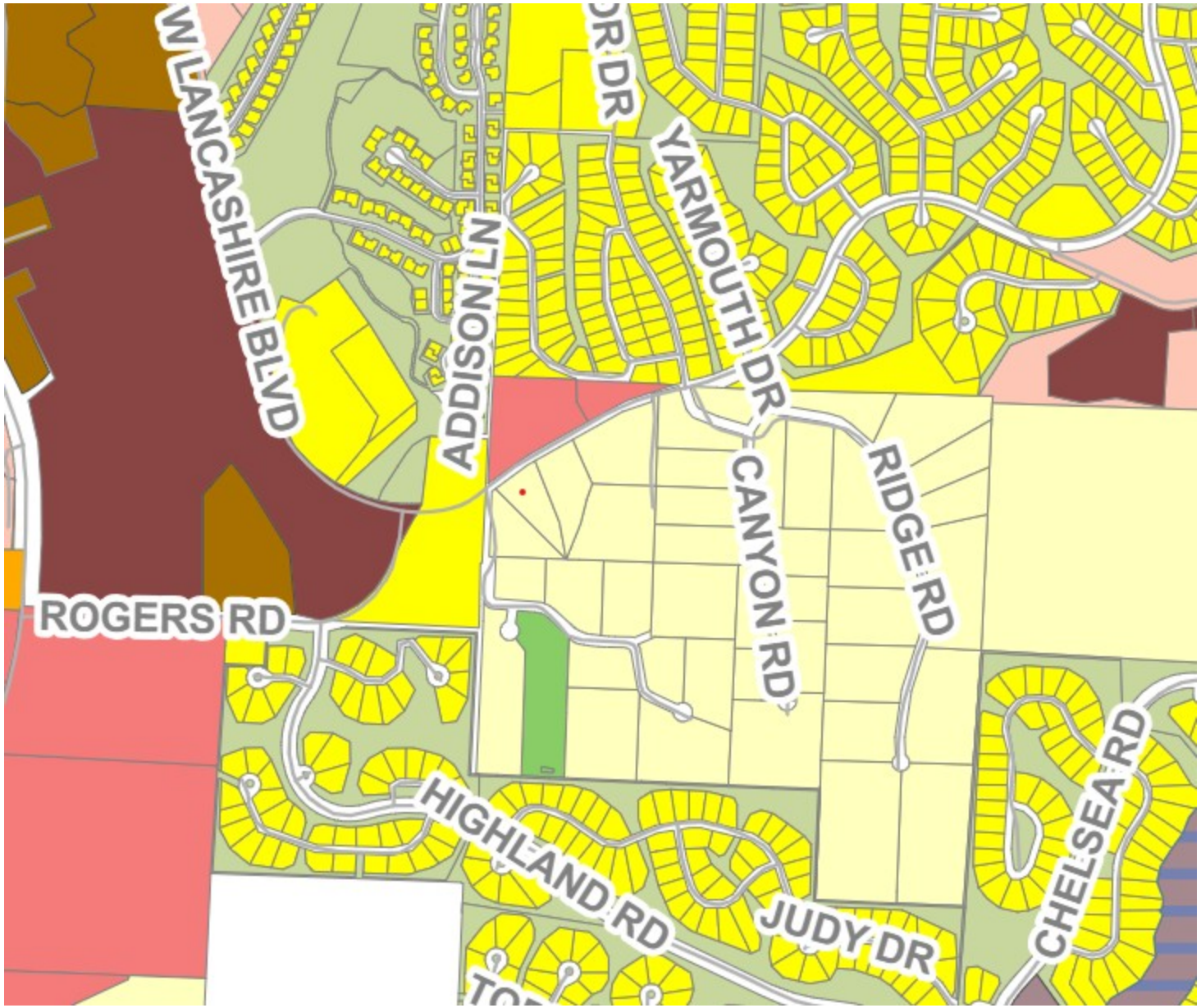
Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Clinic						**P**		**P**	**P**	**P**				
Hospital		**P**							**P**	**P**			Division 2. Sec. 109-029. (h)	
	Recreational Entertainment and Amusement													
Campground		**P**					**P**					**P**	Division 2. Sec. 109-029. (i)	
Indoor Entertainment and Amusement Venue							**P**	**C**	**P**	**P**				
Outdoor Entertainment and Amusement Venue		**C**					**P**		**P**				Division 2. Sec. 109-029. (j)	
Sport Shooting Range		**P**					**C**		**C**		**P**		Division 2. Sec. 109-029. (k)	
	Animal Services													
Animal Boarding		**P**						**P**	**P**	**P**			Division 2. Sec. 109-029. (l)	
Commercial Stables		**P**											Division 2. Sec. 109-029. (m)	
Veterinary Services		**P**						**P**	**P**	**P**	**P**		Division 2. Sec. 109-029. (n)	
	Automotive and Equipment Storage, Sales, and Service													
Auto Sales									**P**		**P**		Division 2. Sec. 109-029. (o)	
Heavy Auto Repair											**C**		Division 2. Sec. 109-029. (p)	
Large Equipment and Materials Storage and Sales											**P**		Division 2. Sec. 109-029. (q)	
Light Auto Repair									**P**		**P**		Division 2. Sec. 109-029. (r)	
	Adult Entertainment													

Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Gaming Facilities									C		C		Division 2. Sec. 109-029. (s)	
Sexually Oriented Business											C		Division 2. Sec. 109-029. (t)	
	Civic													
	Afterlife Care													
Cemetery	P	P	C	C	C	C		P					Division 2. Sec. 109-030. (a)	
Funeral Services								P	P	P			Division 2. Sec. 109-030. (b)	
	Assembly													
Public Assembly		P	C	C	C	P	P	P	P	P				
Religious Land Use		P	P	P	P	P	P	P	P	P	P			
Sporting Venue		C					P		C	C				
	Parks and Open Space													
Private Parks and Recreational Facilities	P				C	C	P	P	P			P		
Public Parks and Recreational Facilities	P	P	P	P	P	P	P	P	P	P	C	P		
	Government Facilities													
Detention Facilities		C									C			
Government Services		P	P	P	P	P	P	P	P	P	P			
Natural Resource Preservation Area	P	P	P	P	P	P	P					P	Division 2. Sec. 109-030. (c)	
Safety Services	C	P	P	P	P	P	P	P	P	P	P	P		
	Educational Facilities													
Business or Trade School		P						P	P	P				
College or University								P	P	C				

Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
School			**P**	**P**	**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-030. (e)	
	Cultural Facilities													
Library			**C**				**P**	**P**	**P**	**P**			Division 2. Sec. 109-030. (d)	
Museum							**P**	**P**	**P**	**P**				
	Agricultural													
Animal Production		**P**												
Confined Animal Feeding Operation		**C**												
Crop Production		**P**												
Horticulture		**P**												
Livestock Sales		**C**												
	Industrial													
Artisan Industry		**P**						**P**	**P**	**P**	**P**	**P**		
Heavy Industry											**C**		Division 2. Sec. 109-031. (a)	
Light Industry											**P**			
Personal Storage Facility									**P**		**P**		Division 2. Sec. 109-031. (b)	
Resource Extraction		**C**									**C**			
Warehousing											**P**			
	Miscellaneous													
	Infrastructure, Utilities, and Technology Uses													
Alternative Energy Production		**P**									**P**	**P**	Division 2. Sec. 109-032. (a)	
Communications Tower	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**		Division 2. Sec. 109-032. (b)	
Utility Facilities	**C**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		
	High-Impact Uses													
Landfill											**C**		Division 2. Sec. 109-032. (c)	

Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
	Marijuana Uses													
Medical Marijuana Cultivation Facilities		**P**									**P**		Division 2. Sec. 109-032. (e)	
Medical Marijuana Dispensaries									**C**		**C**		Division 2. Sec. 109-032. (f)	
	Accessory Uses													
	Residential													
Accessory Dwelling Unit		**P**	**P**	**P**	**P**	**P**		**P**				**P**	Division 3. Sec. 109-037. (a)	
Carport		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**	**P**	**P**	Division 3. Sec. 109-037. (b)	
Dock or Pier	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		Division 3. Sec. 109-037. (c)	
Home Occupation		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**		**P**	Division 3. Sec. 109-037. (d)	
Private Stable		**P**	**P**	**C**										
Hobby Chickens		**P**	**P**	**P**	**P**	**P**							Article IV. Division 15. Sec. 109-111. (c)	
Livestock		**P**	**P**										Article IV. Division 15. Sec. 109-111. (d)	
Personal Recreational Facilities		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**		**P**		
	Nonresidential													
Accessory Alternative Energy Production		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**	**P**		Division 3. Sec. 109-037. (e)	
Accessory Building	**C**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	Division 3. Sec. 109-037. (f)	
Automatic Teller Machine								**P**	**P**	**P**			Division 3. Sec. 109-037. (g)	

Use Table														
Key	**P** = Use Allowed By-Right **|** **C** = Use Allowed by Conditional Use Permit **|** blank cell = Use Prohibited **|** Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Drive-in Facility									**P**				Division 3. Sec. 109-037. (h)	
Drive-through Facility								**C**	**P**				Division 3. Sec. 109-037. (i)	
EV Charging Station		**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		Division 3. Sec. 109-037. (j)	
Fuel Pumps									**P**		**P**		Division 3. Sec. 109-037. (k)	
Marina	**C**						**P**	**P**	**P**	**P**			Division 3. Sec. 109-037. (l)	
Outdoor Dining							**P**	**P**	**P**	**P**		**P**	Division 3. Sec. 109-037. (m)	
Outdoor Display									**P**	**P**	**P**	**P**	Division 3. Sec. 109-037. (n)	
Outdoor Storage		**P**							**P**	**P**	**P**		Division 3. Sec. 109-037. (o)	


W LANCASHIRE BLVD
ADDISON LN
YARMOUTH DR
CANYON RD
RIDGE RD
ROGERS RD
HIGHLAND RD
JUDY DR
CHELSEA RD

June 13, 2025

To: Bella Vista Planning Commission and City Council

From: Jack Kehoe

1945 Carters Creek Pike

Franklin, TN 37064

Cell: 503-333-8650

Email: jack@yourpurposeproperties.com

Subject: Zoning Change Request – Parcel ID: 16-43269-000

Dear Planning Commission and City Council,

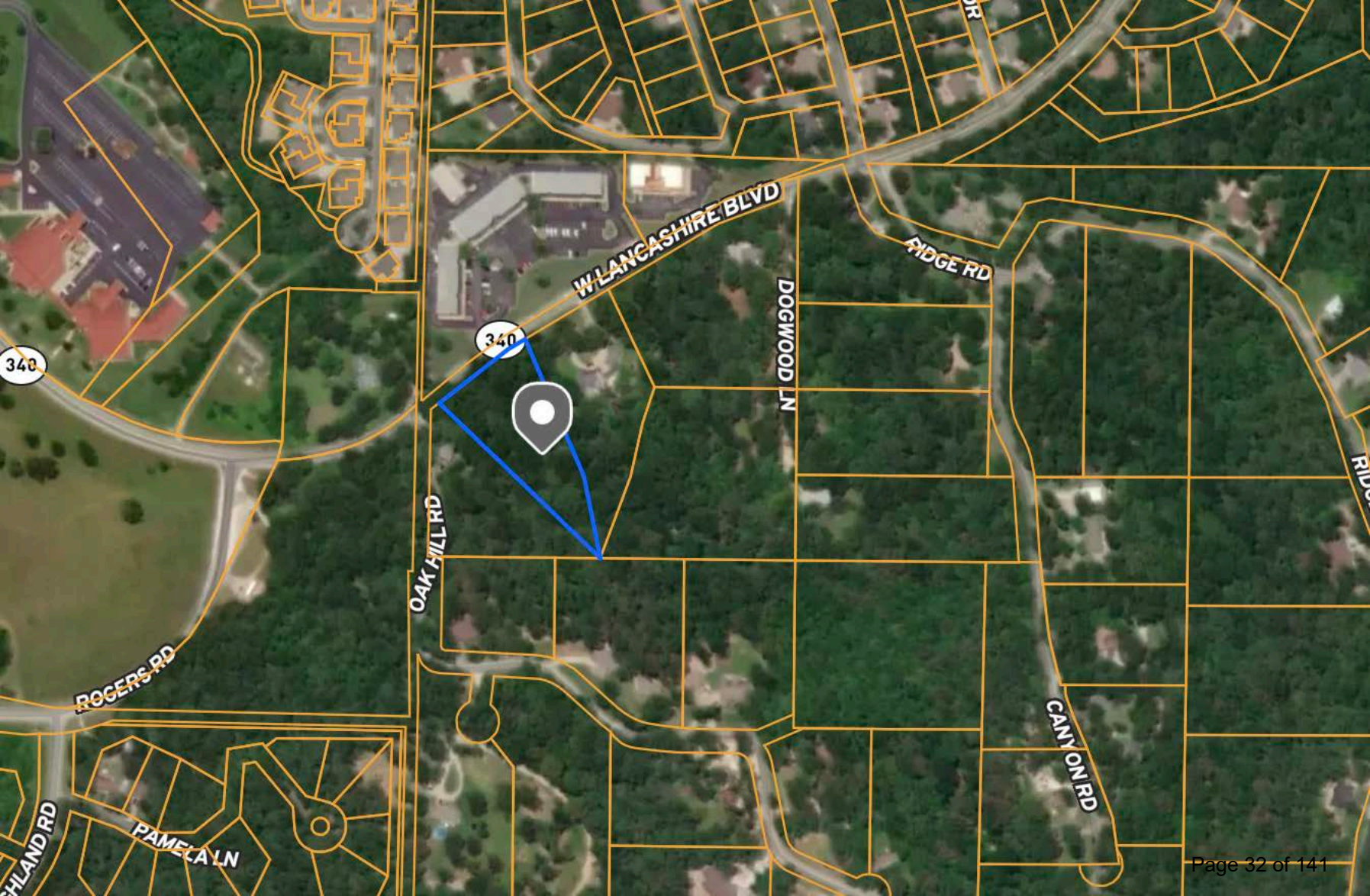
My name is Jack Kehoe, and I am the current owner of the property identified as Parcel ID: 16-43269-000 in Bella Vista, Arkansas. I am writing to respectfully request a zoning change for this property from its current zoning designation of R-E (Residential Estate) to C-2 (General Commercial).

The reason for this request stems from the property's location within the Future Land Use Type 2: Village Center area, as defined by the city's long-range planning documents. This designation envisions a mix of residential, commercial, and civic uses that foster vibrant, walkable centers of activity. Rezoning the parcel to C-2 would align with this vision by allowing for a broader range of commercial opportunities that support both community and economic development in Bella Vista.

While there is currently no sale pending, the intent behind the rezoning is to ensure that the land can be developed in a way that supports the Village Center goals. I believe this rezoning will benefit the city's long-term planning efforts and contribute positively to the surrounding community.

Thank you for considering this application. Please feel free to contact me at 503-333-8650 or jack@yourpurposeproperties.com if you have any questions or need additional documentation.

Warm regards,
Jack Kehoe


W LANCASHIRE BLVD
340
340
DOGWOOD LN
RIDGE RD
OAK HILL RD
ROGERS RD
CANYON RD
PAMELA LN
HLAND RD

Price Same as I + II

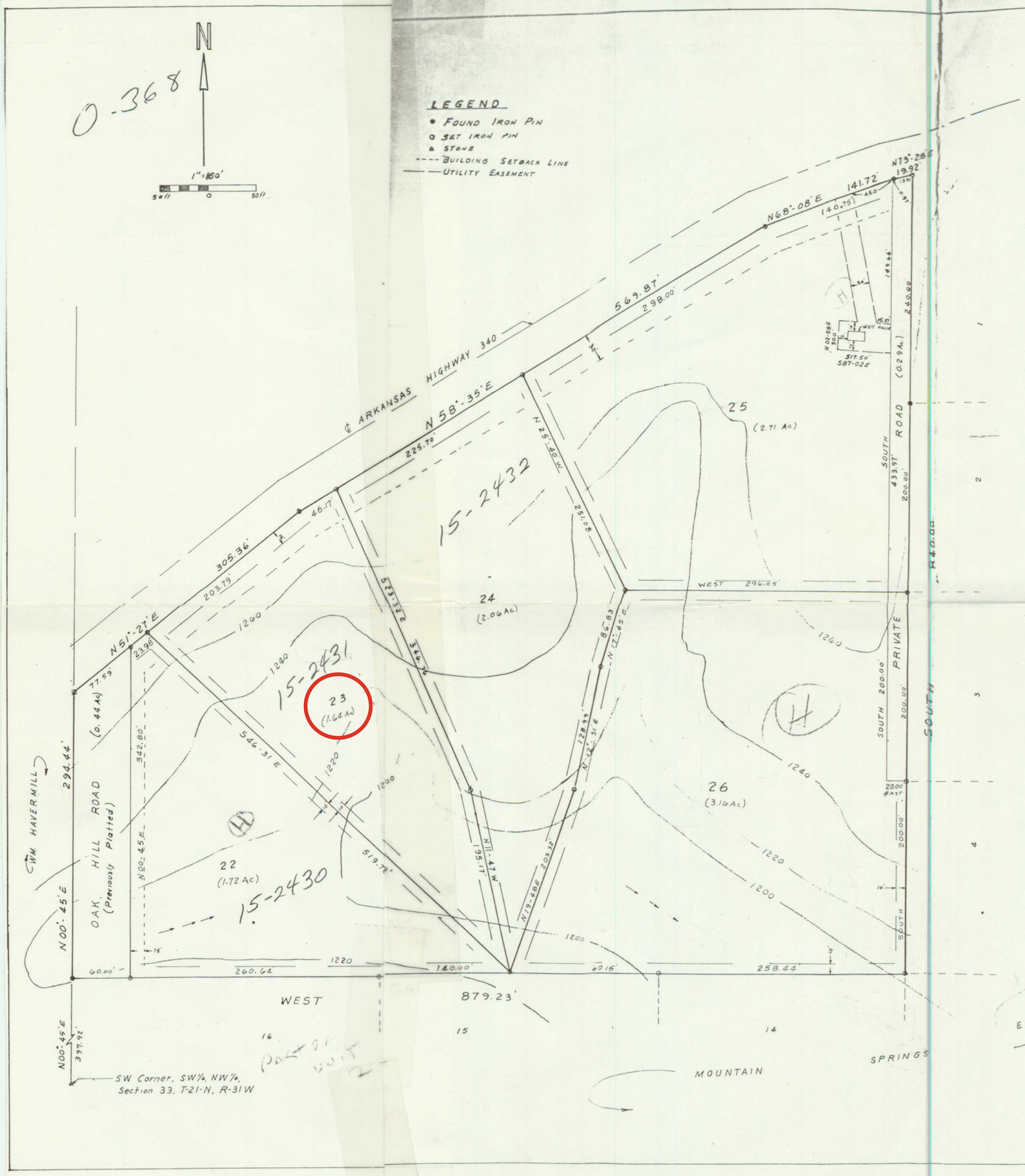
SD#20

MOUNTAIN SPRINGS ESTATES #3

(FINAL PLAT)

HIWASSE, ARKANSAS

APRIL 1975



PART OF UNIT 2

LEGAL DESCRIPTION

Part of the SW 1/4, NW 1/4, Section 33, Township 21 North, Range 31 West, Fifth Principal Meridian, Benton County, Arkansas, being more particularly described as follows:

From the SW corner of said SW 1/4, NW 1/4, thence N 00°-45' E, 397.92 feet to the point of beginning, thence N 00°-45' E 294.44 feet to a point on the southerly right of way line of A340 Highway; thence N 51°-27' E, 305.36 feet along said R/W line; thence N 58°-35' E, 569.87 feet along said R/W line; thence N 68°-08' E 141.72 feet along said R/W line; thence N 73°-28' E 19.92 feet along said R/W line; thence South 840.00 feet; thence West 879.23 feet to the point of beginning, containing 12.02 acres, more or less.

OWNERS CERTIFICATION AND DEDICATION

As owner I hereby certify that I have caused the land described on this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat.

Mrs Helen Leithliter — ROUTE 1, BOX 62

Kenneth Leithliter — HIWASSE, ARK

Subscribed and sworn before me this 2 day of July, 1975

Ann Lepp — My commission expires 6-26-78

Notary Public

ENGINEERS CERTIFICATE

All improvements conform to all applicable engineering requirements and specifications.

Cecil E. Aycock — Date 7/1/75

Cecil E. Aycock P.E.#3343

STATE OF ARKANSAS — REGISTERED PROFESSIONAL ENGINEER — No.3343 — CECIL E. AYCOCK

LAND SURVEYORS CERTIFICATE

This is to certify that the hereon platted and described parcel has been surveyed and that this plat conforms to that survey. Corners shown on plat, both exterior and interior lines, are, or will be set as shown in accordance with all regulations.

Cecil E. Aycock — Date 7/1/75

Cecil E. Aycock R.L.S. #708

CECIL AYCOCK — REGISTERED — LAND SURVEYOR — STATE OF ARKANSAS — NO. 708 — SIGNATURE

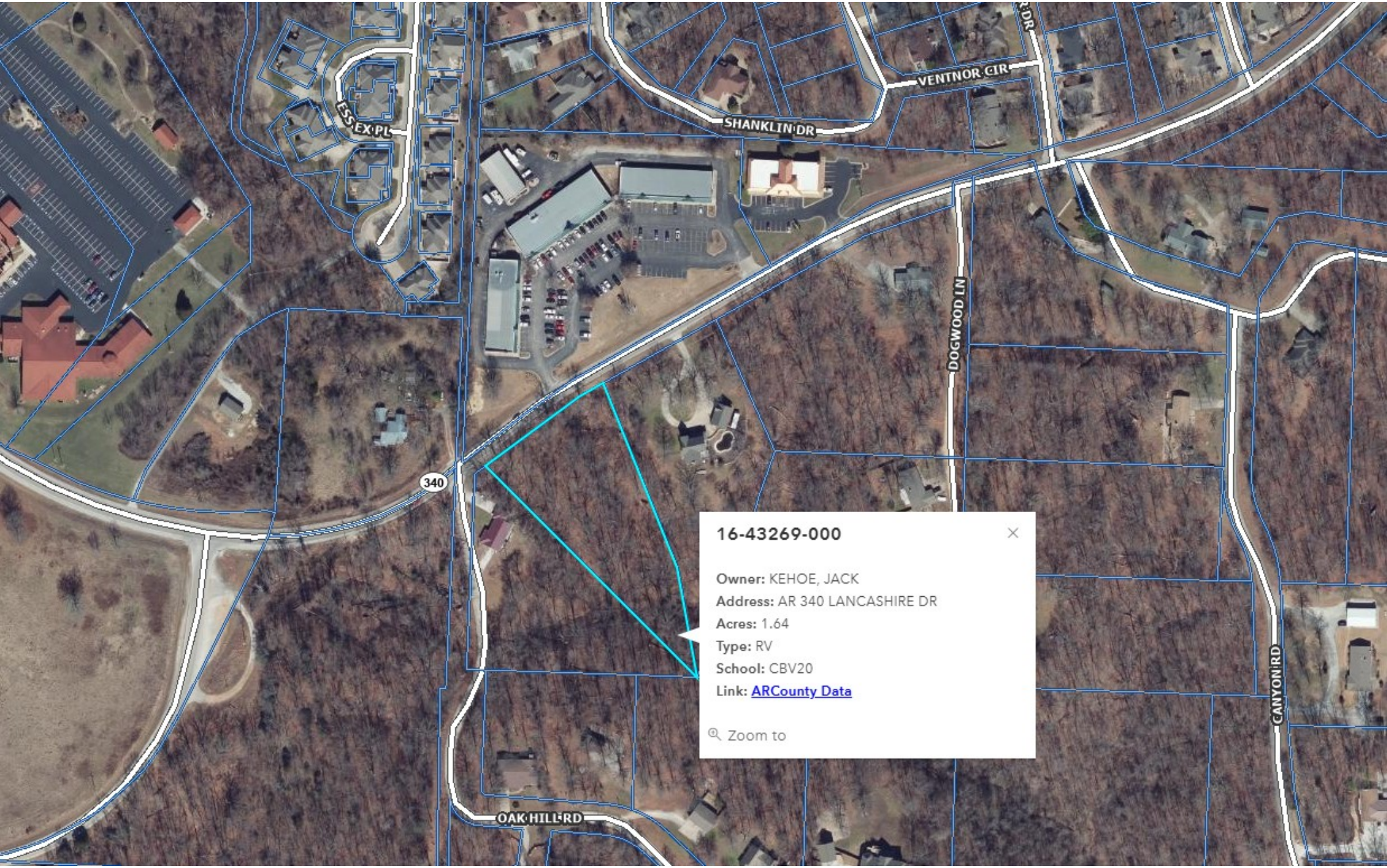
PLANNING BOARD ACCEPTANCE

This plat of MOUNTAIN SPRINGS ESTATES NO.3 is hereby accepted by the Benton County Planning Board on this 1st day of July 1975.

Chairman

NOTE:
KENNETH LEITHLITER SHALL RETAIN A PERMANENT EASEMENT AROUND THE WELLHOUSE AS SHOWN AND OWNERSHIP OF EXISTING FACILITIES.

FILED FOR RECORD
At 10:45 O'Clock A M.
JUL 2 1975
JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.


ESSEX PL
SHANKLIN DR
VENTNOR CIR
DOGWOOD LN
340
OAK HILL RD
CANYON RD
16-43269-000
Owner: KEHOE, JACK
Address: AR 340 LANCASHIRE DR
Acres: 1.64
Type: RV
School: CBV20
Link: ARCounty Data
Zoom to

340
OAK HILL RD
1220
1230
16-43269-000
Owner: KEHOE, JACK
Address: AR 340 LANCASHIRE DR
Acres: 1.64
Type: RV
School: CBV20
Link: ARCounty Data
Zoom to

Planning Commission
Regular Meeting Minutes
September 8, 2025
2483 Forest Hills Blvd

I. CALL TO ORDER

Chairman Ellis called the meeting to order at 5:04 PM

II. ROLL CALL

Members: Daniel Ellis, PE, Chairman; Doug Farner, Vice-Chairman; Gail Klesen, Secretary; Clayton Sedberry; JB Portillo; Jack Wagnon, and Linda Lloyd.

Member(s) Absent: None.

III. CONSIDERATION OF MINUTES

A. *Regular Meeting Minutes – August 11, 2025*

On a motion by Mr. Farner and a second by Ms. Portillo, the August 11, 2025 minutes were approved by a voice vote.

IV. PUBLIC INPUT

A. Chairman Ellis opened the public input session.
B. Chairman Ellis closed the public input session.

V. UNFINISHED BUSINESS

A. WVR-2025-59726(A): A waiver request on required right-of-way dedication associated with PLA 59124 near 411 Town Center (East); Parcel 16-40168-000; Applicant Crafton Tull; Presented by Planner Grady.

1. Planner Grady presented the staff report in the packet.
2. A discussion was held regarding the request.
3. Applicant Evan McMahon was present to answer questions and reiterate hardship.
4. A motion to approve the waiver was made by Ms. Portillo and a second was made by Ms. Lloyd.

Doug Farner – Y
JB Portillo – Y
Jack Wagnon – Y
Linda Lloyd - Y
Gail Klesen – Y
Clayton Sedberry – Y
Daniel Ellis – Abstain
Motion approved with six yes votes. (6-0)

B. PLA-2025-59124: A Property line adjustment proposal located near 411 Town Center (East); Parcel 16-40168-000; Applicant Crafton Tull; Presented by Planner Grady.

1. Planner Grady presented the staff report alongside item A.
2. A discussion was held regarding the request.
3. Applicant Evan McMahon was present to reiterate hardship and answer questions.
4. A motion to approve the property line adjustment was made by Ms. Klesen and a second was made by Mr. Sedberry.

JB Portillo - Y
Jack Wagnon – Y
Linda Lloyd – Y
Gail Klesen – Y
Clayton Sedberry - Y
Doug Farner - Y
Daniel Ellis - Abstain
Motion approved with six yes votes. (6-0)

C. WVR-2025-59726(B): A waiver request of retaining wall setback requirements for a proposed retaining wall located near 411 Town Center (East); Parcel 16-40168-000; Applicant Crafton Tull; Presented by Senior Planner Hyatt.

1. Senior Planner Hyatt presented the staff report in the packet.
2. Discussion was held regarding the proposal.
3. The applicant Evan McMahon was present to answer questions and reiterate hardship.
4. A motion to approve the waiver was made by Ms. Klesen and a second was made by Mr. Farner.

Jack Wagnon – Y
Linda Lloyd – Y
Gail Klesen – Y
Clayton Sedberry – Y
Doug Farner – Y
JB Portillo - Y
Daniel Ellis - Abstain
Motion approved with six yes votes. (6-0)

VI. NEW BUSINESS

A. LSD-2025-57468: A request to extend the approved development permit for the Republic Services Transfer Station for an additional six months at 36 Bella Vista Way; Parcel 16-43396-000; Applicant Dan Koziatek; Presented by Senior Planner Hyatt

1. Senior Planner Hyatt presented the staff report in the packet.
2. Stephen Brown, representing Republic Services was present for questions.
3. A discussion was held regarding the request.
4. A motion to approve the large-scale development extension was made by Mr. Farner and a second was made by Mr. Sedberry.

Linda Lloyd – Y
Gail Klesen – Y
Clayton Sedberry – Y
Doug Farner – Y

JB Portillo - Y
Jack Wagnon - Y
Daniel Ellis - Y

Motion approved with seven yes votes. (7-0)

B. <u>Public Hearing</u> RZN-2025-59940: A request to rezone the subject property from R-E Residential Estate to C-2 Light/Local Commercial near Lancashire Blvd and Oakhill Drive; Parcel 16-43269-000; Applicant Jack Kehoe; Presented by Planner Grady.

1. Planner Grady presented the staff report in the packet.
2. Christopher Brandon was present to answer questions and reiterate intent.
3. A discussion was held regarding the request.
4. Commissioner Ellis opened the public hearing.
5. Darin Callahan, 645 W Lancashire Blvd spoke in opposition of the rezone.
6. Jaclyn Callahan, 645 W Lancashire Blvd spoke in opposition of the rezone.
7. Randy Kizzia, 14892 Oak Hill Rd. spoke in opposition of the rezone.
8. Commissioner Ellis closed the public hearing.
9. A motion to recommend the rezone to city council was made by Ms. Klesen and a second was made by Mr. Sedberry.

Gail Klesen – N
Clayton Sedberry – N
Doug Farner – N
JB Portillo - N
Jack Wagnon - N
Linda Lloyd - Y
Daniel Ellis - N

Motion denied with six no votes and one yes vote. (1-6)

C. WVR-2025-60189: A waiver request of retaining wall setback requirements for an existing retaining wall located at 3 Buckingham Dr; Parcel 16-05904-000; Applicant Zachariah Smith; Presented by Senior Planner Hyatt

1. Senior Planner Hyatt presented the staff report in the packet.
2. Staff recommends approval as long as a septic design be established for the adjacent lot.
3. A discussion was held regarding the request.
4. Zach Smith was present to answer questions and reiterate hardship.
5. A motion to approve the waiver with staff conditions was made by Mr. Sedberry and a second was made by Mr. Wagnon.

Clayton Sedberry – Y
Doug Farner – Y
JB Portillo - Y
Jack Wagnon - Y
Linda Lloyd - Y
Gail Klesen - Y
Daniel Ellis - Y

Motion approved with seven yes votes. (7-0)

D. MSD-2025-60193: A proposed minor subdivision creating four new lots near Copinsay Drive and Kirkwall Drive; Parcel 16-72577-012; Applicant Cooper Communities; Presented by Planner LaRue

1. Planner LaRue presented the staff report in the packet.
2. Kent Burger was present to answer questions.
3. A discussion was held regarding the request.
4. A motion to approve the minor subdivision was made by Mr. Farner and a second was made by Ms. Portillo.

Doug Farner – Y
JB Portillo - Y
Jack Wagnon - Y
Linda Lloyd - Y
Gail Klesen – Y
Clayton Sedberry - Y
Daniel Ellis - Y

Motion approved with seven yes votes. (7-0)

VII. COMMITTEE REPORTS

None.

VIII. OPEN DISCUSSION

A. House placement certification discussion

IX. ANNOUNCEMENTS

A summary of upcoming meetings was announced.

IIX. ADJOURNMENT

Chairman Ellis adjourned the meeting at 5:53 pm.

SUBMITTED BY:

_____
Sarah Costa, Office Manager
City of Bella Vista

APPROVED AND ACCEPTED THIS 13TH DAY OF October 2025:

_____
Daniel Ellis, P.E., Chairman
Bella Vista Planning Commission

_____
Gail Klesen, Secretary
Bella Vista Planning Commission

Sec. 109-026. Use Table

(a) *Applicability*. This Division shall follow the requirements established in Table 026.1: Use Table.

(b) *Use-Specific Standards*. Use-specific standards are established in Division 2. and Division 3. of this Article.

Table 026.1: Use Table

Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
	Residential													
	Household Living													
Assisted Living						**P**		**P**	**P**	**P**				1.5/1,000 sf
Cottage Court					**P**	**P**		**P**					Division 2. Sec. 109-028. (a)	1/DU
Manufactured Home		**P**		**P**	**P**	**P**							Division 2. Sec. 109-028. (b)	2/DU
Mixed-Use Building					**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-028. (c)	
Mobile Home		**P**				**P**								2/DU
Modular Home		**P**	**P**	**P**	**P**	**P**							Division 2. Sec. 109-028. (d)	2/DU
Multi-Family Dwelling					**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-028. (e)	1/1 BRU 1.75/2 BRU 2/3 BRU
Single-Family Dwelling		**P**	**P**	**P**	**P**	**P**								2/DU
Townhome					**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-028. (f)	2/DU
Triplex					**P**	**P**		**P**						2/DU
Two-Family Dwelling				**P**	**P**	**P**		**P**						2/DU
	Group Living													
Educational Housing						**C**		**P**	**P**	**P**				

Use Table														
Key	**P** = Use Allowed By-Right | **C** = Use Allowed by Conditional Use Permit | blank cell = Use Prohibited | Sec. 109-0XX = Applicable Use-Specific Standards													
Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Emergency and Rehabilitative Housing		**P**				**P**		**C**	**P**				Division 2. Sec. 109-028. (g)	
	Commercial													
	Retail Sales													
Retail Store							**P**	**P**	**P**	**P**		**P**		
	Food and Beverage													
Outdoor, Mobile, or Temporary Vending		**P**				**P**	**P**	**P**	**P**	**P**		**P**	Division 2. Sec. 109-029. (a)	
Restaurant						**P**	**P**	**P**	**P**	**P**		**P**	Division 2. Sec. 109-029. (b)	
Tavern or Bar							**P**	**P**	**P**	**P**		**P**	Division 2. Sec. 109-029. (c)	
	Personal Services													
Day Care			**P**	**P**	**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-029. (d)	
Personal Services								**P**	**P**	**P**				
	Lodging													
Bed and Breakfast			**C**	**C**	**C**	**C**		**P**				**P**	Division 2. Sec. 109-029. (e)	2/DU + 1/guest room
Hotel							**C**	**C**	**P**	**P**				
Recreational Vehicle Park							**P**						Division 2. Sec. 109-029. (f)	
Short-term Rental		**C**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		**P**		
	Professional Services													
Alternative Financial Institution								**P**	**P**	**P**			Division 2. Sec. 109-029. (g)	
Professional and Trade Office								**P**	**P**	**P**				
Research Services											**P**			
Studio								**P**	**P**	**P**				
	Medical Facilities													

Use Table														
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Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Clinic						**P**		**P**	**P**	**P**				
Hospital		**P**							**P**	**P**			Division 2. Sec. 109-029. (h)	
	Recreational Entertainment and Amusement													
Campground		**P**					**P**					**P**	Division 2. Sec. 109-029. (i)	
Indoor Entertainment and Amusement Venue							**P**	**C**	**P**	**P**				
Outdoor Entertainment and Amusement Venue		**C**					**P**		**P**				Division 2. Sec. 109-029. (j)	
Sport Shooting Range		**P**					**C**		**C**		**P**		Division 2. Sec. 109-029. (k)	
	Animal Services													
Animal Boarding		**P**						**P**	**P**	**P**			Division 2. Sec. 109-029. (l)	
Commercial Stables		**P**											Division 2. Sec. 109-029. (m)	
Veterinary Services		**P**						**P**	**P**	**P**	**P**		Division 2. Sec. 109-029. (n)	
	Automotive and Equipment Storage, Sales, and Service													
Auto Sales									**P**		**P**		Division 2. Sec. 109-029. (o)	
Heavy Auto Repair											**C**		Division 2. Sec. 109-029. (p)	
Large Equipment and Materials Storage and Sales											**P**		Division 2. Sec. 109-029. (q)	
Light Auto Repair									**P**		**P**		Division 2. Sec. 109-029. (r)	
	Adult Entertainment													

Use Table														
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Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Gaming Facilities									C		C		Division 2. Sec. 109-029. (s)	
Sexually Oriented Business											C		Division 2. Sec. 109-029. (t)	
Civic														
	Afterlife Care													
Cemetery	P	P	C	C	C	C		P					Division 2. Sec. 109-030. (a)	
Funeral Services								P	P	P			Division 2. Sec. 109-030. (b)	
	Assembly													
Public Assembly		P	C	C	C	P	P	P	P	P				
Religious Land Use		P	P	P	P	P	P	P	P	P	P			
Sporting Venue		C					P		C	C				
	Parks and Open Space													
Private Parks and Recreational Facilities	P				C	C	P	P	P			P		
Public Parks and Recreational Facilities	P	P	P	P	P	P	P	P	P	P	C	P		
	Government Facilities													
Detention Facilities		C									C			
Government Services		P	P	P	P	P	P	P	P	P	P			
Natural Resource Preservation Area	P	P	P	P	P	P	P					P	Division 2. Sec. 109-030. (c)	
Safety Services	C	P	P	P	P	P	P	P	P	P	P	P		
	Educational Facilities													
Business or Trade School		P						P	P	P				
College or University								P	P	C				

Use Table														
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Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
School			**P**	**P**	**P**	**P**		**P**	**P**	**P**			Division 2. Sec. 109-030. (e)	
	Cultural Facilities													
Library			**C**				**P**	**P**	**P**	**P**			Division 2. Sec. 109-030. (d)	
Museum							**P**	**P**	**P**	**P**				
	Agricultural													
Animal Production		**P**												
Confined Animal Feeding Operation		**C**												
Crop Production		**P**												
Horticulture		**P**												
Livestock Sales		**C**												
	Industrial													
Artisan Industry		**P**						**P**	**P**	**P**	**P**	**P**		
Heavy Industry											**C**		Division 2. Sec. 109-031. (a)	
Light Industry											**P**			
Personal Storage Facility									**P**		**P**		Division 2. Sec. 109-031. (b)	
Resource Extraction		**C**									**C**			
Warehousing											**P**			
	Miscellaneous													
	Infrastructure, Utilities, and Technology Uses													
Alternative Energy Production		**P**									**P**	**P**	Division 2. Sec. 109-032. (a)	
Communications Tower	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**	**C**		Division 2. Sec. 109-032. (b)	
Utility Facilities	**C**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		
	High-Impact Uses													
Landfill											**C**		Division 2. Sec. 109-032. (c)	

Use Table														
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Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
	Marijuana Uses													
Medical Marijuana Cultivation Facilities		**P**									**P**		Division 2. Sec. 109-032. (e)	
Medical Marijuana Dispensaries									**C**		**C**		Division 2. Sec. 109-032. (f)	
	Accessory Uses													
	Residential													
Accessory Dwelling Unit		**P**	**P**	**P**	**P**	**P**		**P**				**P**	Division 3. Sec. 109-037. (a)	
Carport		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**	**P**	**P**	Division 3. Sec. 109-037. (b)	
Dock or Pier	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		Division 3. Sec. 109-037. (c)	
Home Occupation		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**		**P**	Division 3. Sec. 109-037. (d)	
Private Stable		**P**	**P**	**C**										
Hobby Chickens		**P**	**P**	**P**	**P**	**P**							Article IV. Division 15. Sec. 109-111. (c)	
Livestock		**P**	**P**										Article IV. Division 15. Sec. 109-111. (d)	
Personal Recreational Facilities		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**		**P**		
	Nonresidential													
Accessory Alternative Energy Production		**P**	**P**	**P**	**P**	**P**		**P**	**P**	**P**	**P**		Division 3. Sec. 109-037. (e)	
Accessory Building	**C**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	Division 3. Sec. 109-037. (f)	
Automatic Teller Machine								**P**	**P**	**P**			Division 3. Sec. 109-037. (g)	

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Zoning District → Use ↓	**NP**	**AP**	**RE**	**R-1**	**R-2**	**R-3**	**CR**	**C-1**	**C-2**	**C-3**	**IA**	**TSO**	Use-Specific Standards	Parking Ratios
Drive-in Facility									**P**				Division 3. Sec. 109-037. (h)	
Drive-through Facility								**C**	**P**				Division 3. Sec. 109-037. (i)	
EV Charging Station		**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**		Division 3. Sec. 109-037. (j)	
Fuel Pumps									**P**		**P**		Division 3. Sec. 109-037. (k)	
Marina	**C**						**P**	**P**	**P**	**P**			Division 3. Sec. 109-037. (l)	
Outdoor Dining							**P**	**P**	**P**	**P**		**P**	Division 3. Sec. 109-037. (m)	
Outdoor Display									**P**	**P**	**P**	**P**	Division 3. Sec. 109-037. (n)	
Outdoor Storage		**P**							**P**	**P**	**P**		Division 3. Sec. 109-037. (o)	

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE BELLA VISTA ZONING ORDINANCE AND MAP TO REZONE PROPERTY DESCRIBED IN REZONING PETITION NO. 2025-59940 (COUNTY PARCEL NO. 16-43269-000) FROM R-E, RESIDENTIAL ESTATE DISTRICT TO C-2, LOCAL COMMERCIAL

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

WHEREAS, the Planning Commission did not vote to recommend to the City Council that said petition be granted and that the property described therein be rezoned from R-E, Residential Estate District, to C-2, Light Commercial District; and

WHEREAS, the Planning Commission denial was appealed by the applicant and the City Council is of the opinion that said parcel should be rezoned as provided herein;

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

SECTION 1: The Bella Vista Zoning Ordinance and Map are hereby amended to rezone property described in rezoning petition No. 2025-59940 (County Parcel No. 16-43269-000) from R-E, Residential Estate District to C-2, Local Commercial District.

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

ADOPTED THIS _____ DAY OF _____, 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
November 17, 2025	Taylor Robertson, Planning and Development Director	**ORDINANCE**: AMENDING SECTION 16-41 PERMIT REQUIRED OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR MORE STREAMLINED RENEWALS OF SHORT-TERM RENTAL PERMITS

AGENDA ITEM # IV.E

ORDINANCE: AMENDING SECTION 16-41 PERMIT REQUIRED OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR MORE STREAMLINED RENEWALS OF SHORT-TERM RENTAL PERMITS

BACKGROUND

At the request of Councilmember Harp and support of Staff, a proposal is being brought forward to amend the Short-Term Rental ordinance to clarify the renewal permit process. As currently written, there is no lifespan for a permit that is being renewed--only permits in general: "A short-term rental shall not be operated except upon issuance of a permit by the city in accordance with the requirements of this article. Said permit shall be effective for a period of one year from the date of issuance and is non-transferable."

Staff is proposing a revision similar to the below to include a renewed permit lifespan with the intent to provide clarity for the applicant and staff. Typically, permit ordinances have a specific allowance for extensions or renewals for this purpose. The current ordinance does not.

RECOMMENDATION

Staff recommends approval of this ordinance.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ordinance Amend 16-41 STR Permit Renewal Streamline

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 16-41 *PERMIT REQUIRED* OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR MORE STREAMLINED RENEWALS OF SHORT-TERM RENTAL PERMITS

WHEREAS, the City Council desires to streamline the process for renewals of short-term rental permits so as to provide a renewal window whereby renewed permits would take effect immediately upon expiration of the previously issued permit and be effective for a full one-year period thereafter;

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

SECTION 1: Section 16-41 *Permit Required* of the Code of Ordinances of the City of Bella Vista is hereby amended so that, after amendment, the Section shall read as follows:

"**Sec. 16-41. Permit required.**

A short-term rental shall not be operated except upon issuance of a permit by the city in accordance with the requirements of this article.

(a) Permits: Said permit shall be effective for a period of one year from the date of issuance and is non-transferable.

(b) Renewed permits: A permit renewed within sixty (60) days prior expiration shall be effective for a period of one year from the date of expiration of the permit being renewed and is non-transferable"

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

_____
JOHN D. FLYNN
MAYOR

ATTEST:

_____
WANDA KRUG
CITY CLERK

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

MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
November 17, 2025	Taylor Robertson, Planning and Development Director	**RESOLUTION:** ACCEPTING A GRANT FROM WALTON FAMILY FOUNDATION AND AMENDING THE BUDGET TO RECOGNIZE SAID GRANT FOR $117,600, THE 20% LOCAL REQUIRED MATCH, FOR THE 71 CORRIDOR PLAN AND UPDATING THE TRAILS AND GREENWAY PLAN

AGENDA ITEM # IV.F

RESOLUTION: ACCEPTING A GRANT FROM WALTON FAMILY FOUNDATION AND AMENDING THE BUDGET TO RECOGNIZE SAID GRANT FOR $117,600, THE 20% LOCAL REQUIRED MATCH, FOR THE 71 CORRIDOR PLAN AND UPDATING THE TRAILS AND GREENWAY PLAN

BACKGROUND

Staff applied for four grants earlier this year: two with ARDOT for 80% of the funds and 2 with the WFF for the 20% local match requirement for the 71 Planning Study and the Greenway Masterplan Update we have scheduled for 2026. We have been granted all four which makes both of these projects 100% funded. Attached is the agreement for the grant awarded from the Walton Family Foundation that needs accepted for us to amend the budget to recognzie the grant and so the City may accept the grant.

RECOMMENDATION

Staff recommends approval of this resolution.

FISCAL IMPACT

Adjusting the budget to recognize $117,600.

ATTACHMENTS

1. City of Bella Vista_00113341_Grant Letter
2. Budget Sheet
3. Resolution Accepting WFF grant with budg amend

WALTON FAMILY
FOUNDATION

October 20, 2025

John Flynn
City of Bella Vista
PO Box 5655
Bella Vista, AR, 72714

RE: Grant 00113341

Dear Mayor Flynn,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of $117,600.00 to support development of two separate plans: 1) Highway 71 Corridor Plan and 2) an updated Trails and Greenway Master Plan. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Stephanie Cornell
Executive Director

DRAFT

PO Box 2030
Bentonville, AR 72712

158 Fillmore Street, Suite 300
Denver, CO 80206

111 Town Square Place, Suite 825
Jersey City, NJ 07310

1801 Pennsylvania Ave, Suite 700
Washington, D.C. 20006

Grant Agreement

October 20, 2025

Grant 00113341

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of $117,600.00 to City of Bella Vista ("Grantee" or "City"). The project term will be October 09, 2025 to December 31, 2026. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support development of two separate plans: 1) Highway 71 Corridor Plan and 2) an updated Trails and Greenway Master Plan as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: $117,600.00 USD**

   Grant payment will be made as follows:

Amount	Requirement	Date
$117,600.00	• Signed Grant Agreement and • Approval of documentation of 80% federal funding awards	November 2025

3. **Payable:** The initial installment of $117,600.00 shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and completion of any other requirements referenced in the payment schedule above. Grantee should receive the initial installment electronically within 14 business days of completion.

4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
   b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

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Report Type	Report Date
Payment Requirement: documentation of 80% federal funding awards	November 07, 2025
Miscellaneous Report: detailed email or memo giving a status update on the project	June 30, 2026
Final Report	December 31, 2026

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contacts paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00113341 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code" or "IRC") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation; or
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. Grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

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8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in Representations paragraph above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
    c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
    d. Grantee does not use funds for the purpose of this grant;
    e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
    f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
    g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
    h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

    The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

    The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these

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purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00113341 in your communication.

By electronically signing this agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by November 03, 2025, the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Stephanie Cornell
Executive Director

City of Bella Vista

By:

John Flynn
Mayor

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Appendix A: City of Bella Vista

Description of Grant Project: The purpose of this grant is to support development of two separate plans: 1) Highway 71 Corridor Plan and 2) an updated Trails and Greenway Master Plan.

The City of Bella Vista will lead a two-phase initiative - completing a comprehensive corridor study and developing 30% conceptual designs for Riordan Road-Town Center/AR 340 segment - to transform this route into a safe, connected, multi-modal corridor. Through technical analysis, community engagement, and designs that integrate sidewalks, side paths, intersection upgrades, and streetscape enhancements, the project aims to reduce crashes, calm traffic, and improve access for all users.

Bella Vista's current Trail and Greenway Masterplan, adopted in 2015, no longer reflects the city's rapid growth, evolving infrastructure, and regional planning priorities. The city will lead a full update to the plan to address safety concerns, improve pedestrian and bicycle connectivity in both paved and soft surface trail networks, and align with initiatives such as Vision Zero, Safe Streets for All, and the NWA Regional Bike and Pedestrian Masterplan. With over 550 miles of streets lacking sidewalks and a growing population and over 100 miles of greenway and soft surface trails, the update will identify priority projects, improve access to key destinations, and support safe travel throughout the city. Through technical analysis, coordination with adjacent jurisdictions, and community engagement, the updated plan will include revised trail maps, intersection safety recommendations, and a prioritization matrix to guide future investments. Bella Vista's experience in trail development, regional partnerships, and active transportation planning positions the city to deliver a feasible, fundable plan that enhances mobility, supports recreation, and strengthens regional connections.

Performance Measures

Goal: Transform Highway 71 into a safe, multi-modal corridor that enhances regional connectivity and supports Bella Vista's growth and quality of life, responding to public input and professional best practices.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The City of Bella Vista will select a qualified consultant who will produce 1) a comprehensive study report detailing current conditions and setting a future vision for Highway 71 and 2) 30% conceptual design plans for Riordan Road to AR 340 segment.	12/31/2026	Final report and design documents.
Outcome	At least 410 Bella Vista residents will participate in the development of the plan through public engagement sessions including a minimum of two open houses and an online survey.	12/31/2026	Attendance logs and survey results.
Outcome	The Bella Vista Active Transportation Advisory Board will review the 71B plan in response to public input and recommend moving forward with action items in the plan.	12/31/2026	Meeting minutes.

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Goal: Update the Trails and Greenway Master Plan to reflect current conditions, regional initiatives, and respond to community needs, improving safety and connectivity for all users.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The City of Bella Vista will select a qualified consultant who will produce an updated Trails and Greenway Master Plan, including updated trail and greenway maps reflecting regional connectivity, GIS data package and large-format active transportation map, recommended safety improvements for key intersections, and a prioritized list of active transportation projects.	12/31/2026	Final plan document, including new transportation map and prioritization matrix for recommended projects.
Outcome	At least 310 Bella Vista residents will participate in the development of the updated Trails and Greenway Master Plan through public engagement sessions that include interactive maps and feedback loops.	12/31/2026	Attendance logs, links or screenshots of interactive maps.
Outcome	The Bella Vista Active Transportation Advisory Board will review the new master plan and recommend moving forward with action items in the plan in response to public input.	12/31/2026	Meeting minutes.

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City of Bella Vista
Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date 11/24/25

Department 15-CDS

Budget Impact Information

Agenda / Expense Description

Amending the budget to accept a grant from WFF for $117,600 for two separate proj

Amount

$ 117,600.00

Fund

General

Source

Grant Revenue

Expense Dept

Capital - C115

Account Name or Number

C115

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

ACCEPTING A GRANT FROM WALTON FAMILY FOUNDATION AND AMENDING THE BUDGET TO RECOGNIZE SAID GRANT FOR $117,600.00, THE 20% LOCAL REQUIRED MATCH, FOR THE 71 CORRIDOR PLAN AND UPDATING THE TRAILS AND GREENWAY PLAN

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 accepts a grant from the Walton Family Foundation and amends the budget to recognize said grant for $117,600.00, the 20% local required match, for the 71 Corridor Plan, and hereby updates the Trails and Greenway Plan.

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
November 17, 2025	Taylor Robertson, Planning and Development Director	**RESOLUTION** APPROVING AND ADOPTING A FEE SCHEDULE FOR CITY OF BELLA VISTA PLANNING AND DEVELOPMENT RELATED PERMITS AND APPLICATIONS

AGENDA ITEM # IV.G

RESOLUTION APPROVING AND ADOPTING A FEE SCHEDULE FOR CITY OF BELLA VISTA PLANNING AND DEVELOPMENT RELATED PERMITS AND APPLICATIONS

BACKGROUND

On September 22, 2025, City Council approved a new Zoning, Development, and Subdivision ordinance (107 & 109) that is set to take effect on December 1, 2025. Within those ordinances, new and reformed applications are created that need fees assigned to them before they take effect. Additionally, it has been a few years since the City last updated their fees. Staff is proposing to assign fees to these new applications and adjust the old, outdated ones at once for simplicity. Within this memo you will find the current application fee schedule set to expire on 11/30/25, a fee analysis of the big five NWA cities, and the proposed fee schedule that staff would apply starting 12/1/25 to be aligned with the new ordinances and application's effective date created via that ordinance.

The fees proposed are based on a portion of the expenses incurred on the City for processing, reviewing, issuing, and inspecting them, including but not limited to the following considerations: staff time, board time, notice expenses, inspection costs, etc. A full cost recovery is not being proposed at this time by Staff.

RECOMMENDATION

Staff recommends approval of this resolution.

FISCAL IMPACT

None at this time.

ATTACHMENTS

1. CURRENT FEE SCHEDULE
2. Fee Analysis Big Five
3. PROPOSED FEE SCHEDULE
4. Resolution development planning fees

Planning and Development Department Fee Schedule

DEVELOPMENT APPLICATION FEES

Non-Residential LSD:	$500
Residential LSD:	$400
Preliminary Subdivision Plat:	$600
Final Subdivision Plat:	$250
Incidental Subdivision:	$125
Waiver:	$100

DEVELOPMENT PERMIT FEES

Grading and Erosion Control	
Single family or duplex:	$25
Unpermitted work	$150
Other than single family:	$50
Unpermitted work	$300
Floodplain Development:	$100
Retaining Walls:	$50
Driveway:	$35
Right-of-Way Improvements:	$35

***Unless otherwise stated, permit fees will double if work starts prior to permit issuance.*

ZONING APPLICATION FEES

Rezoning:	$400
Planned Zoning District:	$400
Zoning Variance:	$200
Minor Zoning Variance:	$25

ZONING PERMIT FEES

Conditional Use:	$225
Signs – Temporary:	$10
per sign	+ $2
501c3	$0
Signs – Permanent:	$10
per sqft of sign (of both faces)	+ $.50
Fence:	$25

OTHER APPLICATION AND PERMIT FEES

Short Term Rentals:	
Non-Owner Occupied (home rental)	$125
Owner Occupied (room rental)	$50
Door to Door:	
Per Day	$10
Per Week	$35
Per Month	$75
Events:	$25
Deposit	$200
Temporary Grass Parking:	
Per Day	$10
Temporary Portable Storage:	$0

Last updated by Resolution 2024-12

Fee	Fayetteville	Bentonville	Rogers	Springdale	Bella Vista
LSD Res	983-1583	400-800	500	250	400
LSD Com	1033-1583	400-800	500-5000	500	500
LSP	400	150	100	50-250	125
CUP	400	150	100	75	225
RZN	333-617	350	500	175	400
WVR	333-633	125	admin waiver: No charge/ if its a zoning variance $500 per app	"no charge"	100
ZVR	233-467	150	500	75	200
PPL	800-1367	400-800	500	500	600
FPL	800-1367	400-800	500	$50 / phase plus $1 for ea lot over 50	250
VAC	367-633	125	500		150
PZD - PUD	667-833	350	Dont have a function for that anymore: Rezone, then prelim plat, site development plan,		400
Annexation	333-500		no fee: Mayor typically no	city att office	N/A
Appeals	133-333	150	500		200
GECs	400	100-200	500-1000	250-500	25-50
Flood	33-200	100	500-1000	"no charge"	100
Driveway	50	dont require permits for drive	500 bond once inspected they get their $back	50	35
ROW	50	75	street cut 5k per cut, once complete, they get their bond back	50	35

ZCL	67				0
TSP	37	25 + .75/sf	banners are allowed for 30 days and thats a zero dollar fee: No other signs are allowed.	only allowed on business property- no fee for sign or banner	10
PSP	37	25 + .75/sf	250 regardless of sq ftg	less than 200 sq ft 15 dollars over is 25.00	10
Walls	engineering office only req permit if 4' or taller: under grading permit fee structure.	100	based on valuation	no charge - it rolls into the large scale dev fee	50
Fences	no permit 7' tall or less	30	no permit required if height doesnt exceed 6'	no permit as long as w/in the height restrictions	25
STR	88	na	50	50	50-150
Event	25-133	exceeds 1k special event permit: Tents may require permit as well.			$25

PLANNING AND DEVELOPMENT DEPARTMENT

FEE SCHEDULE

Type	Fee
Access Drive Permit	$50 (+$25 per resubmittal)
Conditional Use Permit	$300*
Correction Plat	$150
Door-to-Door Solicitation • Daily • Weekly • Monthly	 • $10 • $30 • $75
Fence Permit	$30
Final Plat	$500
Floodplain Development	$100
Grading and Erosion Control • Single-Family/Duplex • Other Developments	 • $150 (+$50 per resubmittal) • $300 (+$100 per resubmittal)
Minor Plat	$150
Minor Modification	$30
Planned Zoning District	$400*
Preliminary Plat	$600
Property Line Adjustment Plat	$150
Retaining Wall Permit (4'+)	$150 (+$50 per resubmittal)
Rezone Request	$400*
Right-of-Way Use Permit	$50 (+$25 per resubmittal)
Short-Term Rentals • Owner Occupied • Non-Owner Occupied	 • $50 ($0 for renewal) • $100 ($50 for renewal)
Signs • Permanent • Temporary	 • $50 per sign • $30 per permit
Site Plan Review • Non-Residential • Residential (3 Units+)	 • $500 (<5,000sqft), $800 (>5,000 sqft) • $400
Special Events	$50 per day (+ $500 refundable deposit)
Subdivision Appeal	$100
Temporary Grass Parking	$10 per day
Temporary Use Permit • Type A • Type B • Type C	 • $100 • $200 • $300*
Vacation of Plat	$125
Vacation of Streets, Alleys, or Right-of-Way	$300*
Vacation of Easements	$300*
Waiver Request of Subdivision Requirements	$100
Zoning and Development Appeal	$300*
Zoning District Boundary Interpretation	$200*
Zoning Variance	$300*

required notice **funded by City. If notice fee exceeds application amount, remaining amount will be billed to applicant for reimbursement.*
NOTE: all fees to double if unpermitted work is found prior to permit issuance.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING AND ADOPTING A FEE SCHEDULE FOR CITY OF BELLA VISTA PLANNING AND DEVELOPMENT RELATED PERMITS AND APPLICATIONS

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby approves the attached fee schedule for planning and development related permits and applications, which shall supersede fee amounts previously adopted for the items addressed herein.

SECTION 2: Said fees are determined to be in amounts necessary to cover administrative costs related to the processing and issuance and are not for purposes of revenue generation.

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
November 17, 2025	James Graves, Police Chief	**RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CEI ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO POLICE IMPOUND LOT EXPANSION

AGENDA ITEM # IV.H

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CEI ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO POLICE IMPOUND LOT EXPANSION

BACKGROUND

Civil Engineering services are needed for the Police Department Impound Lot Expansion. CEI, from the approved RFQ 2025 responded list, has been determined to be the most qualified for this project.

RECOMMENDATION

Chief of Police recommends approval of CEI contract services for the expansion of the police impound lot.

FISCAL IMPACT

This item is accounted for in the 2025 capital budget. $100,000 has already been approved for improvements to the Special Operations Building.

ATTACHMENTS

1. CEI #34903 Impound Lot Expansion
2. Resolution CEI police impound

CEI
Solutions for Land and Life

2600 NE 11th Street, Suite 300
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Alan Young

I. PROJECT DESCRIPTION

Thank you for the opportunity to submit our proposal for engineering and design services for an expansion and upgrades to the existing impound parking lot located at 2471 Forest Hills Blvd, Bella Vista, Arkansas – Benton County parcel #16-70311-000.

CEI Engineering Associates, LLC's (hereinafter CEI) understanding of the project is that the Bella Vista Police Department (hereinafter BVPD) is currently operating with a small gravel-surfaced, secure impound parking area located behind (east of) the Bella Vista Street Department on city-owned property. BVPD is in need of an expanded and upgraded secure impound parking lot for storage of impounded vehicles and certain other BVPD-owned vehicles and equipment. The existing parking area will be expanded approximately 200 feet to the east and 175 feet to the south and will be hard-surfaced, striped, lighted, security fenced and landscaped to comply with the applicable planning and zoning regulations of the City of Bella Vista, Arkansas. Increased storm water runoff due to increased impervious area will be managed and directed to an existing storm water detention basin. A drainage study will be conducted to verify capacity of the existing detention basin regarding its ability to accept the calculated increase in runoff. Upgrades to the detention basin will be included in the design if required.

CEI understands that this project will be submitted directly to the City of Bella Vista planning staff for review, approval and permitting without initiating a large-scale submittal procedure. As such, CEI anticipates planning staff review comments, and such comments will be addressed and incorporated into the construction documents as required. This proposal assumes a single round of review, comments and comment incorporation. If additional rounds of comments are required, CEI is willing and able to accommodate via an Extra Work Authorization (EWA).

CEI conducted a site visit during the pre-proposal phase to walk the site and to gain an understanding of the Client's needs and project requirements. CEI will utilize a topographic, limited boundary and tree survey of said parcel to be completed under this contract as a basis for design and engineering services.

All fees quoted are lump sum unless noted otherwise. Reimbursable expenses are additional fees not included in the quoted lump sums and shall be charged in accordance with the Schedule of Charges section of this agreement. Estimated reimbursable expenses are provided as a courtesy for Client's project budgeting purposes and should not be considered exact; actual reimbursable expenses are likely to vary from the estimates provided.

II. SCOPE OF BASIC SERVICES

A. Topographic, Limited Boundary, and Tree Survey

CEI will perform a topographical survey of the subject property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. The topographic survey will include all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by the Client.

Boundary monuments will be identified as found in the field to determine the location of the north property line. Field crews will recon monuments and a 50-year current deed and easement search will be ordered. This survey does not constitute a full boundary survey to meet Arkansas State Minimum Standards. Missing monuments will not be set, and all work will be supervised by a licensed surveyor.

Survey will show locations of tree, diameter size at breast height (DBH), and general classification (elm, oak, pine, etc.). If scientific species is required, an arborist will need to be consulted. Trees with an 8-inch DBH will be located around the perimeter of the proposed fence area.

Fees.....$ 9,500.00 excluding reimbursables

B. Grading & Erosion Control Permit and Closeout

Grading and Erosion Control Plans will be prepared for the gravel impound lot expansion utilizing available survey data and Benton County data to meet Coty of Bella Vista requirements for the grading permit. CEI anticipates a requirement for Construction Administration Services including a stormwater Best Management Practices (BMP) inspection and closeout upon completion of the impound lot and improvements; additional scope beyond the items listed above may require an additional fee. Permit and inspections fees, if applicable, will be billed as a reimbursable expense.

Fees.....$ 5,000.00 excluding reimbursables

C. Engineering and Construction Drawings

CEI will engineer and prepare construction drawings compliant with the requirements of the jurisdiction and suitable for permitting and construction containing, at a minimum, sitework improvement plans, storm water drainage, erosion control plans, and associated details of construction.

In the event that sufficient surface area within the boundaries of the site is not available or useable for the storm water detention basin, underground detention, if feasible, may be necessary and may be subject to additional fees.

Fees.....$ 19,500.00 excluding reimbursables

D. Drainage Report

CEI will prepare and provide a drainage analysis, calculations and supporting documentation in compliance with the Drainage Criteria Manual of the City of Bella Vista for the proposed project improvements. CEI expects that water quality treatment will be required for the increased impervious area may include a hydrodynamic separator structure or alternative water quality treatment. CEI will develop design and calculations for a storm sewer drainage system for collection and routing of storm sewer, including inlets, pipes, curb cuts, flumes, and drainage channels. CEI will prepare a Drainage Report for submittal to the AHJ for review. All application fees paid by CEI will be charged as a reimbursable expense in accordance with the reimbursable expenses section of this proposal.

Fees.....$ 7,000.00 excluding reimbursables

E. Storm Water Pollution Prevention Plan (SWPPP)

CEI will prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of City of Bella Vista. CEI expects the project to disturb less than five (5) acres and, as such, will not require permitting with ADEQ or submittal of a Notice of Intent (NOI). However, the project is expected to disturb more than one (1) acre and may require detention. CEI will prepare calculations and coordinate submittal of documents for permitting to the Authority Having Jurisdiction (AHJ). All application fees paid by CEI will be charged as a reimbursable expense in accordance with the reimbursable expenses section of this proposal.

Fees.....$ 2,500.00 excluding reimbursables

F. Perimeter Landscape Design

CEI will provide a code minimum perimeter buffer landscape planting plan and construction details required for construction of on-site landscaping. These plans will consider local landscape ordinances, allowable vegetative varieties, and water efficiency. If the local

jurisdiction requires specialized landscaping, off-site landscaping, tree survey/preservation plans, color rendered plans, etc., CEI is willing and able to accommodate such additional work via an Extra Work Authorization (EWA).

Fees.....$ 2,500.00 excluding reimbursables

G. Construction Administration

CEI will provide Construction Administration (CA) services as required by the AHJ and provide support to the General Contractor for site-related items during construction. These services may include a pre-construction meeting if required by the AHJ, SWPPP Best Management Practices (BMP) inspection, material submittal review, responses to General Contractor Requests for Information (RFI's), site observation if required by the AHJ, and coordination of final closeout documentation and site inspection with the AHJ.

Additional CA services are available to the Client via Extra Work Authorization (EWA). Those services may include, without limitation: pre-construction bidding review, material submittal review beyond minimal AHJ requirements, additional observation beyond minimal AHJ requirements, site survey staking, street closure requests, Owner-Architect-Contractor (OAC) meetings, and additional as-built collection beyond minimal AHJ requirements.

CA fees quoted are based on hourly estimated fees calculated on an expected one-month construction duration and are subject to change dependent on actual General Contractor timeline and performance. Delays or re-inspection due to General Contractor deficiencies are subject to additional fees via EWA and on a case-by-case basis and as agreed upon by CEI and the Client. Additional permitting and/or plan changes during construction as directed by the Client may require an EWA.

Fees.....$ 2,500.00 excluding reimbursables

H. Basic Services Reimbursable Fees

The scope of services listed above is intended as fee only and does not include reimbursable expenses such as application fees, reprographics, etc. See Schedule of Charges section of this agreement for an explanation of reimbursable expenses that may be incurred during production of project documents and permitting approval. Reimbursable expenses are excluded from the fee quoted above.

Basic Services Reimbursable Fees ..... $ 2,650.00

Total Basic Services Fees..... $ 51,150.00

III. SCOPE OF ADDITIONAL SERVICES (AS REQUIRED)

The following services can be provided via Extra Work Authorization (EWA):

A. Geotechnical Investigation with pavement recommendations.

If suitable geotechnical information is not available for proper subgrade and pavement design, CEI may require a geotechnical investigation report be provided. This can be provided by the Client or by CEI via EWA.

B. Site Lighting Design

If a fully engineered site lighting plan with accompanying photometrics is required by the City of Bella Vista, such can be provided by the Client or by CEI via EWA.

(end of Section III)

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. This retainer shall be held and then applied to the final bill of this project. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following: none

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of $100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of $1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
  - LOMR/CLOMR modifications to floodplain
  - Section 404 permitting for Waters of the U.S. (WOTUS)
  - Geotechnical investigation/report
  - Environmental studies/report (e.g. Phase I & II ESAs)
  - Traffic study/report
  - Water flow test/distribution report
  - Historical and archeological studies
  - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.) except as may be outlined in the SCOPE OF BASIC SERVICES above
- Preparation/presentation of conditional or special use permit applications or other services related to Future Land Use Plan (FLUP) or Future Land Use Plan Amendment (FLUPA)
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments except as may be outlined in the SCOPE OF BASIC SERVICES above
- Preparation of covenant and development agreements
- Preparation of a drainage study/report except as may be outlined in the SCOPE OF BASIC SERVICES above

- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians *(design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)*
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.) except as may be outlined in the SCOPE OF BASIC SERVICES above
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise, the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (02-01-25)	
Officer / Branch Manager	$ 245.00
Department Manager	$ 225.00
Client Sector Leader	$ 215.00
Senior Project Manager	$ 215.00
Program Manager	$ 205.00
Project Manager	$ 190.00
Assistant Project Manager	$ 150.00
Senior Project Engineer	$ 210.00
Project Engineer	$ 180.00
Assistant Project Engineer	$ 145.00
Civil Designer	$ 135.00
Registered Landscape Architect	$ 165.00
Lead Landscape Designer	$ 135.00
Landscape Designer	$ 130.00
Project Surveyor	$ 175.00
Assistant Project Surveyor	$ 140.00
Survey Project Manager	$ 170.00
Assistant Survey Project Manager	$ 135.00
Sr. Survey Party Chief	$ 125.00

Survey Party Chief	$ 100.00
Survey Technician	$ 110.00
Field Specialist	$ 90.00
Senior Project Designer	$ 165.00
Project Designer	$ 135.00
CAD Designer	$ 115.00
CAD Technician	$ 100.00
Construction Manager	$ 150.00
Construction Observer	$ 115.00
Land Acquisition Manager	$ 165.00
Land Acquisition Agent	$ 140.00
Project Coordinator	$ 130.00
Program Assistant	$ 95.00
Administrative Assistant	$ 80.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VII. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VIII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services: or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

- Worker's compensation of a form and in an amount as required by law and employer's liability insurance of $1,000,000.
- Comprehensive general liability with limits of $4,000,000 ($2,000,000 per occurrence), and automotive liability insurance with limits of $1,000,000 combined single limit.
- Excess liability umbrella insurance of $5,000,000.
- Professional liability insurance with a limit of $2,000,000, per claim/annual aggregate.
- Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client shall indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on,

or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law, or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

(end of Section VIII)

IX. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date

Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CEI ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO POLICE IMPOUND LOT EXPANSION

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

SECTION 1: Having previously submitted qualifications and found to be qualified, the Mayor and City Clerk are hereby authorized to enter into a contract with CEI Engineering Associates, Inc, for engineering services related to police impound lot expansion.

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
November 17, 2025	Karen Hunt, Street Superintendent	**RESOLUTION**: AWARDING BID AND AUTHORIZING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL IN AN AMOUNT OF $225,335.82, PLUS AN ADDITIONAL 20% PROJECT CONTINGENCY, FOR A TOTAL AMOUNT NOT TO EXCEED $270,402.98, FOR OLDHAM ROAD SLOPE STABILIZATION AND REPAIRS, AND AMENDING THE 2025 CITY BUDGET

AGENDA ITEM # IV.I

RESOLUTION: AWARDING BID AND AUTHORIZING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL IN AN AMOUNT OF $225,335.82, PLUS AN ADDITIONAL 20% PROJECT CONTINGENCY, FOR A TOTAL AMOUNT NOT TO EXCEED $270,402.98, FOR OLDHAM ROAD SLOPE STABILIZATION AND REPAIRS, AND AMENDING THE 2025 CITY BUDGET

BACKGROUND

The Invitation to bid for the Oldham Road Slope Stabilization project was advertised and published for three weeks. Requests for bids were sent out to four (4) interested contractors for the purpose of constructing a 100ft long soil nail wall to stabilize a slope failure along Oldham Road, approximately 150 feet east of the intersection with Tavistock Drive, Bella Vista, AR 72714.

Three (3) contractors submitted bids. GeoStabilization International was the low bidder with a submitted bid in the amount of $225,335.82. GeoStabilization International has the qualifications to complete this project successfully. Terracon, the city's consultant and engineer on the Oldham Road Slope Stabilization project, has reviewed the submitted bids and made a recommendation to award the project to GeoStabilization International. If awarded a contract, GeoStabilization International has indicated they would like to mobilize the first part of January 2026.

The project timeline is estimated at six weeks with a road closure on Oldham Drive just east of Tavistock Drive for the duration of the project.

RECOMMENDATION

The Bella Vista Street Department recommends City Council to award bid and enter into contract with GeoStabilization International for the bid amount of $225,335.82 for the project, plus an additional 20% ($45,067.16) contingency for the total contract amount not to exceed $270,402.98.

FISCAL IMPACT

Budget Amendment Request Form attached.

The Oldham Road Slope Stabilization project is estimated to cost a total of $360,000 in Construction Costs and Engineering Fees.

The Bella Vista Street Department respectfully requests a 2025 budget amendment of $63,000 from Available Funds to cover Engineering costs incurred in 2025. The remaining construction costs, engineering fees, and related expenses for the project will be reflected in our 2026 Capital Requests.

Expense Department: Capital C150
Account Name/Number: 52811 Infrastructure

ATTACHMENTS

1. Invitation to Bid
2. KB245086 set 9-10-25.Stamped - signed
3. GeoStabilization International Bid with Qualifications
4. Recommendation of Award Letter - signed
5. Certification of Bid Tabs Letter - signed
6. Bid Tab
7. 2025 Oldham Road Slope Stabilization Contract Agreement
8. Budget Adj F2025.11.17
9. Resolution Oldham Road Geostabilization Contract

City of Bella Vista

STATE OF ARKANSAS

INVITATION TO BID

The City of Bella Vista, Arkansas will accept sealed bids on:

Construction of a 100 ft long soil nail wall to stabilize a slope failure along Oldham Road, approximately 150 feet east of the intersection with Tavistock Drive, Bella Vista, AR 72714. The project includes installing three rows of soil nails (5 ft x 5 ft spacing, 19-33 ft lengths), pinned mesh facing, tree removal, permits, utilities clearance, soil disposal, 6-week road closure/traffic control, and pavement repair.

Specifications may be obtained at the office of the Bella Vista Street Department, 2471 Forest Hills Blvd, Bella Vista, AR 72715 or call 479-876-1204 and a copy will be sent to you. Sealed bids must be submitted to the City of Bella Vista, c/o Karen Hunt, 2471 Forest Hills Blvd, Bella Vista, AR 72715 prior to the bid opening at 9:00 AM CST on Wednesday, October 29, 2025. Envelope must be marked: **Oldham Road Slope Stabilization.**

Bella Vista reserves the right to reject any or all bids or any part thereof and to accept the bid that is in the best interest of the City.

Bid price must include all cost, freight, and any applicable taxes.

Karen Hunt
Street Superintendent

Published: October 5th, 2025, October 12th, 2025, and October 19th 2025.

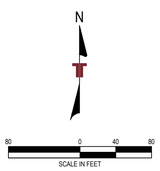
THIS PUBLICATION WAS PAID FOR BY THE CITY OF BELLA VISTA, OFFICE OF THE STREET DEPARTMENT. THE AMOUNT PAID FOR THE PUBLICATION WAS _____310.08_____.

OLDHAM ROAD SLOPE FAILURE

SOIL NAIL WALL

BELLA VISTA, ARKANSAS

VICINITY MAP



APROVED: CITY OF BELLA VISTA

DATE

EXHIBIT	DESCRIPTION
1	TITLE SHEET
2	SOIL NAIL WALL PLAN VIEW
3	ELEVATION VIEW AND SCHEDULE
4	DETAILS
5	SPECIFICATIONS

REV	DATE	BY	DESCRIPTION

TITLE SHEET
OLDHAM ROAD SLOPE FAILURE
CITY OF BELLA VISTA AR
ARKANSAS

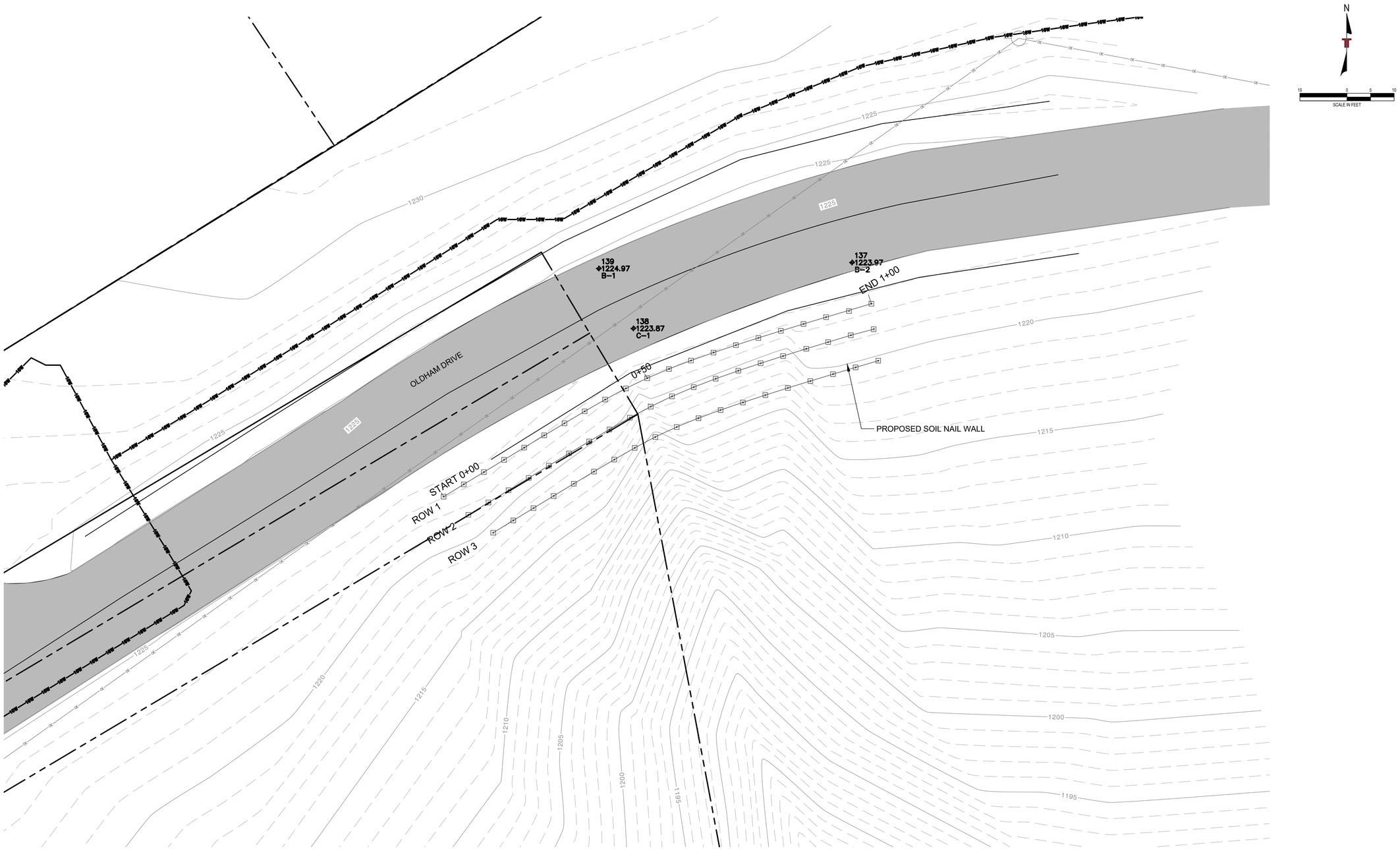
BELLA VISTA ARKANSAS

terracon
Consulting Engineers and Scientists
800 MORRISON ROAD COLUMBUS, OHIO 43230
PH. (614) 863-3113 FAX. (614) 863-0475

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 7052
MICHAEL H. HOMAN

EXHIBIT 1

DESIGNED BY:	SZZ
DRAWN BY:	DAB
APPVD. BY:	MHH
SCALE:	as noted
DATE:	8/10/2025
JOB NO.	KB245086
ACAD NO.	planset5
SHEET NO.:	1 OF -



SOIL NAIL WALL OVERVIEW

REV	DATE	BY	DESCRIPTION

SOIL NAIL WALL PLAN VIEW

OLDHAM ROAD SLOPE FAILURE

CITY OF BELLA VISTA AR

ARKANSAS

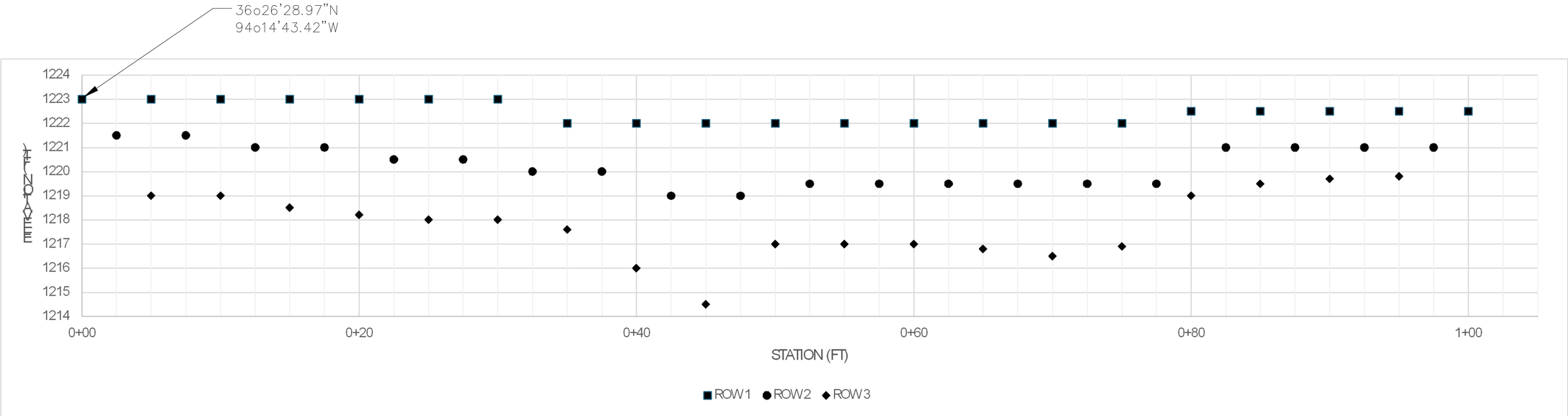
BELLA VISTA ARKANSAS

Terracon
Consulting Engineers and Scientists
800 MORRISON ROAD COLUMBUS, OHIO 43230
PH. (614) 863-3113 FAX. (614) 863-0475

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 7052
MICHAEL H. HOWAN

EXHIBIT 2

DESIGNED BY:	SZZ
DRAWN BY:	DAB
APPVD. BY:	MHH
SCALE:	1"=10'
DATE:	8/10/2025
JOB NO.	KB245086
ACAD NO.	planset4
SHEET NO.:	2 OF -



SOIL NAIL WALL ELEVATION VIEW

SOIL NAIL SCHEDULE

NAIL #			TENSION CAPACITY (KIPS)		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
ROW 1	UNBONDED LENGTH (FT)	22	23	STATION (FT)	0+00	0+05	0+10	0+15	0+20	0+25	0+30	0+35	0+40	0+45	0+50	0+55	0+60	0+65	0+70	0+75	0+80	0+85	0+90	0+95	1+00
	BONDED LENGTH (FT)	10		ELE. (FT)	1223	1223	1223	1223	1223	1223	1223	1222	1222	1222	1222	1222	1222	1222	1222	1222	1222.5	1222.5	1222.5	1222.5	1222.5
ROW 2	UNBONDED LENGTH (FT)	14	23	STATION (FT)	0+2.5	0+7.5	0+12.5	0+17.5	0+22.5	0+27.5	0+32.5	0+37.5	0+42.5	0+47.5	0+52.5	0+57.5	0+62.5	0+67.5	0+72.5	0+77.5	0+82.5	0+87.5	0+92.5	0+97.5	
	BONDED LENGTH (FT)	10		ELE. (FT)	1221.5	1221.5	1221	1221	1220.5	1220.5	1220	1220	1219	1219	1219.5	1219.5	1219.5	1219.5	1219.5	1219.5	1221	1221	1221	1221	
ROW 3	UNBONDED LENGTH (FT)	5	17	STATION (FT)	0+05	0+10	0+15	0+20	0+25	0+30	0+35	0+40	0+45	0+50	0+55	0+60	0+65	0+70	0+75	0+80	0+85	0+90	0+95		
	BONDED LENGTH (FT)	8		ELE. (FT)	1219	1219	1218.5	1218.2	1218	1218	1217.6	1216	1214.5	1217	1217	1217	1216.8	1216.5	1216.9	1219.5	1219.7	1216.9			

SOIL NAIL INCLINATION ANAGLE =25 DEGREE

REV.	DATE	BY	DESCRIPTION

ELEVATION VIEW AND SCHEDULE

OLDHAM ROAD SLOPE FAILURE

CITY OF BELLA VISTA AR

ARKANSAS

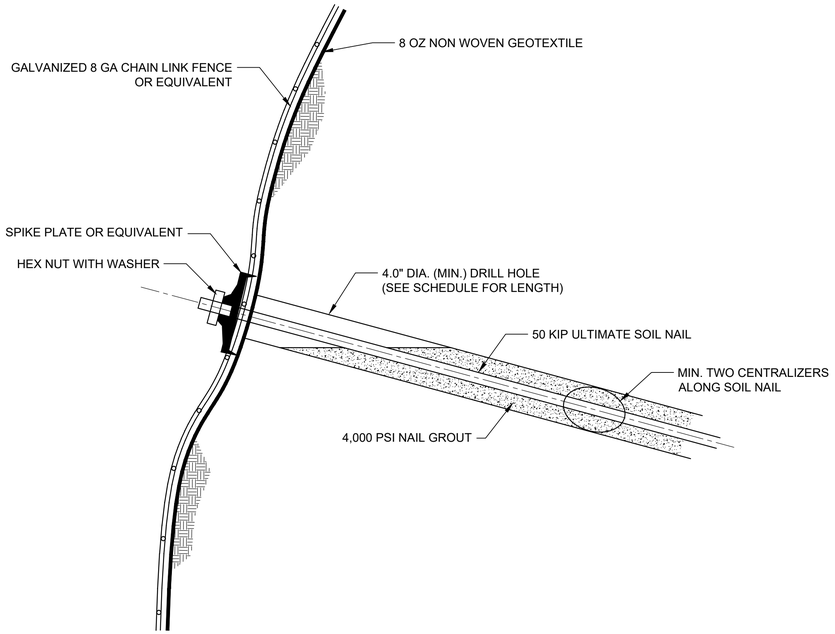
BELLA VISTA ARKANSAS

terracon
Consulting Engineers and Scientists
800 MORRISON ROAD COLUMBUS, OHIO 43230
PH: (614) 863-3113 FAX: (614) 863-0475

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 7052
MICHAEL H. HOMAN

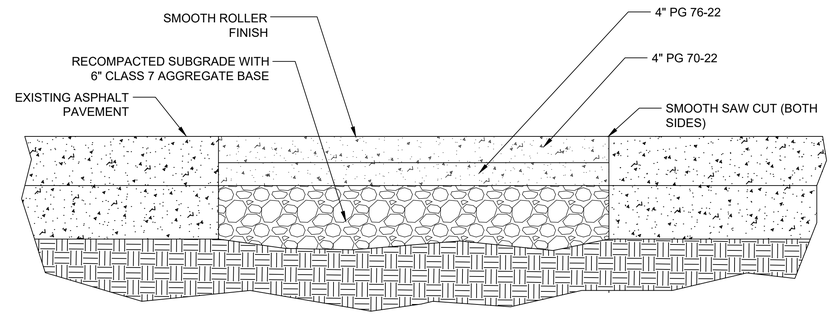
EXHIBIT 3

DESIGNED BY:	SZZ
DRAWN BY:	DAB
APPVD. BY:	MHH
SCALE:	as noted
DATE:	8/10/2025
JOB NO.	KB245086
ACAD NO.	planset4
SHEET NO.:	3 OF -



SOIL NAIL DETAIL

SCALE: NOT TO SCALE



PAVEMENT REPAIR DETAIL

SCALE: NOT TO SCALE

REV	DATE	BY	DESCRIPTION

DETAILS

OLDHAM ROAD SLOPE FAILURE

CITY OF BELLA VISTA

ARKANSAS

BELLA VISTA ARKANSAS

terracon
Consulting Engineers and Scientists
800 MORRISON ROAD COLUMBUS, OHIO 43230
PH. (614) 863-3113 FAX. (614) 863-0475

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 7052 MICHAEL H. HOMAN

EXHIBIT 4

DESIGNED BY:	SZZ
DRAWN BY:	DAB
APPV'D. BY:	MHH
SCALE:	as noted
DATE:	8/10/2025
JOB NO.	KB245086
ACAD NO.	planset5
SHEET NO.:	4 OF -

PART 1: GENERAL

1.1 SCOPE

1.1.1 DESCRIPTION OF WORK
THE WORK INCLUDES CONSTRUCTING A SOIL NAIL WALL IN ACCORDANCE WITH THE LINES, GRADES, AND DETAILS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN. THE SOIL NAIL WALL SHALL BE LOCATED ON THE DOWNSLOPE SIDE OF OLDHAM DRIVE, APPROXIMATELY 150 FEET EAST OF TAVISTOCK DRIVE IN BELLA VISTA, ARKANSAS, AS INDICATED ON THE CONTRACT DOCUMENTS.

1.1.2 OTHER WORK
THE CONTRACTOR SHALL PERFORM THE WORK IN THE FOLLOWING SEQUENCE, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

1.1.2.1 TREE REMOVAL AND DISPOSAL: CLEAR AND DISPOSE OF TREES AND VEGETATION WITHIN A 100 FT X 15 FT AREA, INCLUDING OBTAINING COMPLYING WITH LOCAL DISPOSAL REGULATIONS.

1.1.2.2 PERMITS: SECURE ALL REQUIRED PERMITS, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL, AND CONSTRUCTION, PRIOR TO COMMENCING WORK.

1.1.2.3 UNDERGROUND UTILITIES CLEARANCE: VERIFY AND COORDINATE CLEARANCE OF UNDERGROUND UTILITIES IN ACCORDANCE WITH LOCAL UTILITY COMPANY REQUIREMENTS AND APPLICABLE REGULATIONS.

1.1.2.4 SOIL SPOIL DISPOSAL: REMOVE AND DISPOSE OF EXCAVATED SOIL AND SPOIL MATERIALTO THE SITE THE CITY PROVIDES AT TUDOR DRIVE AND CHELSEA ROAD, APPROXIMATELY 2 MILES FROM THE SITE.

1.1.2.5 ROAD CLOSURE AND TRAFFIC CONTROL: IMPLEMENT ROAD CLOSURE AND TRAFFIC CONTROL MEASURES FOR A DURATION OF APPROXIMATELY SIX (6) WEEKS, IN ACCORDANCE WITH THE APPROVED TRAFFIC CONTROL PLAN AND LOCAL AUTHORITY REQUIREMENTS.

1.1.2.6 TRAFFIC CONTROL MEASURES: INSTALL AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES, INCLUDING SIGNAGE, BARRIERS, AND FLAGGERS, AS REQUIRED TO ENSURE PUBLIC SAFETY AND COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

1.1.2.7 PAVEMENT REPAIR (DESIGNED BY OTHERS): RESTORE PAVEMENT TO ITS PRE SLOPE FAILURE CONDITION, UPON COMPLETION OF THE SOIL NAIL WALL CONSTRUCTION.

1.2 SUBMITTALS

1.2.1 GENERAL

SUBMIT ALL REQUIRED DOCUMENTATION TO THE ENGINEER OF RECORD, WALL DESIGNER, AND OWNER FOR REVIEW AND APPROVAL AT LEAST 14 CALENDAR DAYS PRIOR TO THE START OF CONSTRUCTION, UNLESS OTHERWISE SPECIFIED. ENSURE SUBMITTALS ARE COMPLETE, LEGIBLE, AND DEMONSTRATE COMPLIANCE WITH THE CONTRACT DOCUMENTS AND THIS SPECIFICATION.

1.2.2 CERTIFICATES OF COMPLIANCE

PROVIDE THE MANUFACTURER'S CERTIFICATES OF COMPLIANCE FOR THE FOLLOWING MATERIALS, VERIFYING CONFORMANCE WITH THE SPECIFIED STANDARDS AND CONTRACT DOCUMENTS:

1.2.2.1 SOIL NAIL REBARS: ASTM A615, GRADE 60 KSI, OR AS SPECIFIED IN SECTION 2.2.

1.2.2.2 SOIL NAIL BEARING PLATES: ASTM A572, GRADE 50 KSI, OR AS SPECIFIED IN SECTION 2.2.

1.2.2.3 SOIL NAIL HEX NUTS: ASTM A563, GRADE A, OR EQUIVALENT, COMPATIBLE WITH SOIL NAIL REBARS.

1.2.2.4 SOIL NAIL FACING MESH: ASTM A1064 (REPLACING ASTM A185, WHICH IS OUTDATED), GRADE 60 KSI MINIMUM.

1.2.2.5 NON-WOVEN GEOTEXTILE: ASTM D4439, 8 OZ/YD² MINIMUM, OR AS SPECIFIED IN SECTION 2.2.

1.2.3 SHOP DRAWINGS AND PRODUCT DATA

SUBMIT DETAILED SHOP DRAWINGS AND PRODUCT DATA FOR THE SOIL NAIL WALL SYSTEM, INCLUDING:

1.2.3.1 LAYOUT AND DETAILS OF SOIL NAILS, INCLUDING SPACING, LENGTH, INCLINATION, AND BONDED/UNBONDED LENGTHS.

1.2.3.2 DETAILS OF FACING MESH, BEARING PLATES, CONNECTION CLIPS, AND ANCHORAGE ASSEMBLIES.

1.2.3.3 MANUFACTURER'S PRODUCT DATA SHEETS FOR ALL MATERIALS LISTED IN SECTION 1.2.2, INCLUDING TECHNICAL SPECIFICATIONS AND INSTALLATION INSTRUCTIONS.

1.2.4 QUALITY ASSURANCE SUBMITTALS

1.2.4.1 CONTRACTOR QUALIFICATIONS: SUBMIT DOCUMENTATION VERIFYING THE SOIL NAIL SYSTEM INSTALLER'S EXPERIENCE, AS SPECIFIED IN SECTION 1.3.1.

1.2.4.2 INSTALLATION PLAN: SUBMIT A DETAILED PLAN FOR SOIL NAIL DRILLING, GROUTING, TESTING, AND FACING INSTALLATION, INCLUDING EQUIPMENT AND METHODS.

1.2.4.3 VERIFICATION AND PROOF TEST PLAN: SUBMIT A TESTING PLAN IN ACCORDANCE WITH FHWA-NHI-14-007, INCLUDING THE NUMBER AND LOCATION OF TEST NAILS, BOND LENGTHS, TEST LOADS, AND PROCEDURES FOR VERIFICATION AND PROOF TESTING, AS SPECIFIED IN SECTION 2.4.

1.2.4.4 TRAFFIC CONTROL PLAN: SUBMIT A TRAFFIC CONTROL PLAN COMPLYING WITH MUTCD AND LOCAL AUTHORITY REQUIREMENTS.

1.3 QUALITY ASSURANCE

1.3.1 QUALIFICATIONS

THE SOIL NAIL SYSTEM INSTALLER SHALL HAVE DOCUMENTED EXPERIENCE INSTALLING A MINIMUM OF 20,000 SQUARE FEET OF SOIL NAIL WALLS OVER 8 FEET IN HEIGHT ON AT LEAST EIGHT PROJECTS WITHIN THE PAST TWO YEARS. SUBMIT A PROJECT LIST WITH CURRENT REFERENCES, INCLUDING CONTACT NAMES AND TELEPHONE NUMBERS, TO THE OWNER'S CONSTRUCTION MANAGER AT THE PRE-CONSTRUCTION MEETING TO VERIFY COMPLIANCE.

1.3.2 PRE-CONSTRUCTION MEETING

CONDUCT A PRE-CONSTRUCTION MEETING PRIOR TO STARTING SOIL NAIL WALL CONSTRUCTION. NOTIFY THE OWNER'S CONSTRUCTION MANAGER OF THE MEETING DATE, TIME, AND LOCATION AT LEAST SEVEN (7) CALENDAR DAYS IN ADVANCE. MANDATORY ATTENDEES INCLUDE:

1.3.2.1 GENERAL CONTRACTOR
1.3.2.2 WALL DESIGN ENGINEER OF RECORD
1.3.2.3 PROJECT GEOTECHNICAL ENGINEER
1.3.2.4 CONTRACTOR'S TESTING AGENCY
1.3.2.5 OWNER'S INDEPENDENT TESTING LABORATORY
1.3.2.6 REPRESENTATIVES OF SUBCONTRACTORS INVOLVED IN TREE REMOVAL, SOIL NAIL WALL CONSTRUCTION, AND PAVEMENT REPAIR
1.3.2.7 MEETING TOPICS SHALL INCLUDE, BUT NOT BE LIMITED TO:
1.3.2.7.1 CONTRACTOR AND SUBCONTRACTOR QUALIFICATIONS
1.3.2.7.2 CONSTRUCTION SCHEDULE AND PHASING
1.3.2.7.3 COORDINATION WITH OTHER ON-SITE ACTIVITIES
1.3.2.7.4 RESPONSIBILITIES OF ALL PARTIES
1.3.2.7.5 SOURCES, QUALITY, AND ACCEPTANCE OF MATERIALS
1.3.2.7.6 VERIFICATION AND PROOF TESTING PROCEDURES

1.3.3 CONSTRUCTION RECORDS

1.3.3.1 THE SOIL NAIL INSTALLER SHALL MAINTAIN DAILY RECORDS OF:

1.3.3.1.1 SOIL NAIL LENGTHS (BONDED AND UNBONDED)
1.3.3.1.2 GROUT VOLUMES USED DURING INSTALLATION

SUBMIT RECORDS TO THE ENGINEER OF RECORD WEEKLY OR AS DIRECTED.

1.3.4 STRUCTURAL TESTING AND INSPECTION

THE CONTRACTOR'S STRUCTURAL TESTING/INSPECTION AGENCY SHALL:

1.3.4.1 VERIFY DRILLING AND GROUTING PROCEDURES FOR SOIL NAILS, ENSURING COMPLIANCE WITH THE APPROVED INSTALLATION PLAN.

1.3.4.2 INSPECT REINFORCING STEEL FOR QUANTITY, SIZE, LOCATION, AND SUPPORT, CONFIRMING CONFORMANCE WITH CONTRACT DOCUMENTS.

1.3.4.3 SUBMIT INSPECTION REPORTS TO THE ENGINEER OF RECORD WITHIN 24 HOURS OF EACH INSPECTION.

PART 2: SOIL NAIL WALL

2.1.1 DESIGN STANDARD

THE SOIL NAIL WALL WAS DESIGNED IN ACCORDANCE WITH THE SERVICE LOAD DESIGN (SLD) PROCEDURES OUTLINED IN FHWA-NHI-14-007, GEOTECHNICAL ENGINEERING CIRCULAR NO. 7 - SOIL NAIL WALLS (2015).

2.1.2 SOIL STRENGTH PARAMETERS

THE SOIL NAIL WALL DESIGN IS BASED ON THE FOLLOWING SOIL/ROCK STRENGTH PARAMETERS:

MATERIAL	UNIT WEIGHT (PCF)	FRICTION ANGLE (DEG)	COHESION (PSF)	ULT. PULLOUT RES. (PSI)
SILTY GRAVEL WITH SAND	120	24	0	-
CLAYEY SAND	120	24	0	-
IMESTONE CHERT BEDROCK	150	40	0	15

2.2 MATERIAL SPECIFICATIONS

THE SOIL NAIL WALL SYSTEM MAY UTILIZE THE TECCO SOIL NAIL WALL SYSTEM OR AN APPROVED EQUIVALENT, SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER OF RECORD. APPROVED COMPONENTS INCLUDE:

2.2.1 SOIL NAIL BAR WITH A MINIMUM ULTIMATE TENSILE STRENGTH OF 50 KIPS
2.2.2 SPIKE PLATE P33/40 N OR P33/50 N OR ASTM A572 GRADE 50 KSI STEEL PLATES WITH DIMENSIONS OF 4"X4"X1/2".
2.2.3 ROCKCON® MESH OR 7 GA HIGH STRENGTH CHAIN LINK FENCE.
2.2.4 CONNECTION CLIP T3 OR EQUIVALENT

2.2.5 REBARS

PROVIDE SOLID REBARS CONFORMING TO ASTM A615, GRADE 60 KSI.

2.2.6 FACING MESH

PROVIDE ZINC-COATED STEEL CHAIN-LINK FENCE CONFORMING ASTM A392, GRADE 60 KSI MINIMUM.

2.2.7 BEARING PLATES

PROVIDE STEEL BEARING PLATES CONFORMING TO ASTM A572, GRADE 50 KSI.

2.2.8 GROUT

PROVIDE NEAT CEMENT GROUT MADE WITH CEMENT CONFORMING TO ASTM C150, TYPE I OR II, WITH A MINIMUM UNCONFINED COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.

2.2.9 NON-WOVEN GEOTEXTILE

PROVIDE NON-WOVEN GEOTEXTILE, 8 OZ/YD² MINIMUM, CONFORMING TO ASTM D4439, WITH PROPERTIES SUITABLE FOR FILTRATION AND SEPARATION AS SPECIFIED IN THE CONTRACT DOCUMENTS.

2.3 SOIL NAIL WALL CONSTRUCTION SEQUENCE

2.3.1 GENERAL REQUIREMENTS

COMPLY WITH STATE AND LOCAL REGULATIONS, INCLUDING THE ARKANSAS BUILDING CODE, INTERNATIONAL BUILDING CODE (IBC), AND CURRENT OSHA EXCAVATION STANDARDS (29 CFR PART 1926, SUBPART P).

2.3.2 PRE-CONSTRUCTION VERIFICATION

PRIOR TO GRADING OR EXCAVATION, VERIFY THE SOIL NAIL WALL LOCATION AND ALL UNDERGROUND UTILITIES AND FEATURES WITHIN THE CONSTRUCTION AREA. PROTECT SURROUNDING STRUCTURES FROM THE EFFECTS OF EXCAVATION, INCLUDING VIBRATION AND SETTLEMENT.

2.3.3 VERIFICATION TEST NAIL

INSTALL AND TEST ONE SACRIFICIAL VERIFICATION TEST NAIL TO VALIDATE SOIL BOND VALUES USED IN THE DESIGN, AS SPECIFIED IN SECTION 2.4.3. SELECT A TEST LOCATION THAT FACILITATES ACCURATE MEASUREMENTS, AS APPROVED BY THE ENGINEER OF RECORD. PROCEED WITH PRODUCTION NAIL INSTALLATION ONLY AFTER THE VERIFICATION TEST NAIL MEETS THE ACCEPTANCE CRITERIA.

2.3.4 SOIL NAIL INSTALLATION

DRILL, INSTALL, AND GROUT THE FIRST ROW OF SOIL NAILS IN ACCORDANCE WITH THE LOCATIONS, BONDED AND UNBONDED LENGTHS, AND INCLINATIONS SHOWN IN THE CONTRACT DOCUMENTS. USE APPROVED DRILLING AND GROUTING METHODS TO ENSURE BOND INTEGRITY.

2.3.5 GEOTEXTILE PLACEMENT

PLACE NON-WOVEN GEOTEXTILE OVER THE SLOPE, SECURELY AFFIXED TO THE EXPOSED ENDS OF SOIL NAILS, ENSURING FULL COVERAGE AND OVERLAP PER THE MANUFACTURER'S RECOMMENDATIONS.

2.3.6 FACING MESH INSTALLATION

PLACE CHAIN LINK FENCE MESH PIECE BY PIECE OVER THE GEOTEXTILE. CONNECT ADJACENT MESH PANELS AT EVERY GRID INTERSECTION USING CONNECTION CLIPS OR STITCH WIRES TO MAINTAIN STRUCTURAL INTEGRITY, AS SPECIFIED IN THE APPROVED SHOP DRAWINGS.

2.3.7 ANCHORAGE INSTALLATION

INSTALL A SPIKE PLATE AND HEX NUT WITH WASHER ON EACH SOIL NAIL. TIGHTEN TO THE SPECIFIED TORQUE OR LOCKED FORCE, AS INDICATED IN THE CONTRACT DOCUMENTS OR MANUFACTURER'S INSTRUCTIONS, TO SECURE THE FACING SYSTEM.

2.4 TESTING

2.4.1 GENERAL

PERFORM SOIL NAIL VERIFICATION AND PROOF TESTS IN ACCORDANCE WITH FHWA-NHI-14-007, GEOTECHNICAL ENGINEERING CIRCULAR NO. 7 - SOIL NAIL WALLS (2015), TO VERIFY DESIGN BOND STRENGTH AND CONSTRUCTION QUALITY.

2.4.2 TESTING EQUIPMENT

2.4.2.1 PROVIDE A HYDRAULIC CENTER-HOLE JACK WITH A CALIBRATED PRESSURE GAUGE, DIAL GAUGE, AND DIAL GAUGE SUPPORT FOR TESTING.
2.4.2.2 CALIBRATE THE JACK AND PRESSURE GAUGES WITHIN SIX (6) MONTHS PRIOR TO TESTING, WITH CALIBRATION CERTIFICATES SUBMITTED TO THE ENGINEER OF RECORD.
2.4.2.3 USE PRESSURE GAUGES GRADUATED IN INCREMENTS OF 100 PSI OR LESS.
2.4.2.4 MEASURE NAIL HEAD MOVEMENT TO AN ACCURACY OF 0.001 INCHES USING A DIAL GAUGE OR EQUIVALENT.

2.4.3 ACCEPTANCE CRITERIA

2.4.3.1 NO FAILURE OCCURS DEFINED AS BOND FAILURE, BAR YIELDING, OR EXCESSIVE DISPLACEMENT.
2.4.3.2 CREEP AT THE MAXIMUM TEST LOAD SHALL NOT EXCEED:
2.4.3.2.1 0.040 INCHES BETWEEN 1 AND 10 MINUTES, AND
2.4.3.2.2 0.080 INCHES BETWEEN 6 AND 60 MINUTES (IF EXTENDED CREEP TESTING IS REQUIRED).
2.4.3.3 TOTAL DEFLECTION AND ELASTIC MOVEMENT FROM VERIFICATION OR PROOF TESTS SHALL BE LESS THAN 80% OF THE THEORETICAL ELONGATION OF THE UNBONDED (FREE) LENGTH.
2.4.3.4 SUBMIT TEST REPORTS, INCLUDING LOAD-DISPLACEMENT PLOTS AND CREEP DATA, TO THE ENGINEER OF RECORD WITHIN 24 HOURS OF TESTING.

2.4.4 VERIFICATION TEST PROCEDURE

2.4.4.1 PERFORM VERIFICATION TESTING ON ONE SACRIFICIAL TEST NAIL TO VERIFY NAIL PULLOUT CAPACITY AND BOND STRENGTH, AS SPECIFIED IN THE APPROVED TEST PLAN.
2.4.4.2 USE A BOND LENGTH OF 10 FEET AND AN UNBONDED LENGTH OF 22 FEET, WITH A VERIFICATION TEST LOAD (VTL) OF 30 KIPS.
2.4.4.3 APPLY LOADS ACCORDING TO THE FOLLOWING SCHEDULE:

LOAD	HOLD TIME (MINUTES)	DISPLACEMENT RECORDING TIMES (MINUTES)
AL=0.025 VTL	1	-
0.13 VTL	10	1, 2,4,5,10
0.25 VTL	10	1, 2,4,5,10
0.38 VTL	10	1, 2,4,5,10
0.50 VTL	10	1, 2,4,5,10
0.63 VLT	10	1, 2,4,5,10
0.75 VTL	10	1, 2,4,5,10
0.88 VTL	10	1, 2,4,5,10
1.00 VTL	10	1, 2,4,5,10
AL=0.025 VTL	1	-

WHERE AL = ALIGNMENT LOAD (NOT TO EXCEED 2.5% OF VTL), AND VTL = VERIFICATION TEST LOAD (30 KIPS).

2.4.4.1 SET DIAL GAUGES TO ZERO AFTER APPLYING THE ALIGNMENT LOAD.
2.4.4.2 RECORD NAIL MOVEMENT AT EACH LOAD INCREMENT TO THE NEAREST 0.001 INCHES.
2.4.4.3 AT THE MAXIMUM TEST LOAD (1.0 VTL), RECORD CREEP MOVEMENT AT 1, 2, 3, 5, 6, 10, 20, 30, 50, AND 60 MINUTES IF CREEP EXCEEDS 0.040 INCHES BETWEEN 1 AND 10 MINUTES.

2.4.5 PROOF TEST PROCEDURE

2.4.5.1 PERFORM PROOF TESTING ON 5% OF PRODUCTION NAILS OR A MINIMUM OF ONE NAIL PER ROW, WHICHEVER IS GREATER, TO VERIFY CONSISTENT CONSTRUCTION PROCEDURES AND SOIL CONDITIONS.
2.4.5.2 USE A PROOF TEST LOAD (PTL) OF 24 KIPS.
2.4.5.3 APPLY LOADS ACCORDING TO THE FOLLOWING SCHEDULE:

LOAD	HOLD TIME (MINUTES)	DISPLACEMENT RECORDING TIMES (MINUTES)
AL=0.025 PTL	1	-
0.17 PTL	10	1, 2,4,5,10
0.33 PTL	10	1, 2,4,5,10
0.50 PTL	10	1, 2,4,5,10
0.67 PTL	10	1, 2,4,5,10
0.83 PLT	10	1, 2,4,5,10
1.00 PTL (CREEP TEST)	10	1, 2,4,5,10

WHERE AL = ALIGNMENT LOAD (NOT TO EXCEED 2.5% OF PTL), AND PTL = PROOF TEST LOAD (24 KIPS).

2.4.5.1 SET DIAL GAUGES TO ZERO AFTER APPLYING THE ALIGNMENT LOAD.
2.4.5.2 RECORD NAIL MOVEMENT AT EACH LOAD INCREMENT TO THE NEAREST 0.001 INCHES.
2.4.5.3 AT THE MAXIMUM TEST LOAD (1.0 PTL), RECORD CREEP MOVEMENT AT 1, 2, 3, 5, 6, AND 10 MINUTES. IF CREEP BETWEEN 1 AND 10 MINUTES EXCEEDS 0.040 INCHES, HOLD THE LOAD FOR AN ADDITIONAL 50 MINUTES AND RECORD MOVEMENTS AT 20, 30, 50, AND 60 MINUTES.
2.4.5.4 IF A PROOF TEST FAILS, REVISE CONSTRUCTION PROCEDURES OR DESIGN PARAMETERS AND RETEST ADDITIONAL NAILS AS DIRECTED BY THE ENGINEER OF RECORD AT NO ADDITIONAL COST TO THE OWNER.

PART 3: PAVEMENT REPAIR

3.1 CONTRACTOR SHALL SAWCUT AND REPLACE PAVEMENT AND BASE TO THE WIDTH NECESSARY TO COVER ANY BREAKAGE, TO THE SATISFACTION OF THE STREET SUPERINTENDENT. MINIMUM WIDTH OF REPAIR IS AS SHOWN.

3.2. BURY UTILITIES IN CONFORMANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. MINIMUM BURY DEPTH ON CITY OF BELLA VISTA RIGHT-OF-WAY IS TWO FEET (2') UNLESS OTHERWISE APPROVED IN ADVANCE BY STREET SUPERINTENDENT.

3.3 ALL STREET AND DRIVE CUTS SHALL BE TEMPORARILY PATCHED WITH COLD MIX WITHIN 24 HOURS OF BEGINNING OF CUT. TEMPORARY COLD MIX PATCH SHALL BE MAINTAINED BY CONTRACTOR TO THE SATISFACTION OF THE CITY UNTIL PERMANENT REPAIRS ARE MADE.

3.4. ALL REPAIRS SHALL BE WARRANTED BY THE CONTRACTOR PER CURRENT CITY OF BELLA VISTA STREET AND RIGHT-OF-WAY EXCAVATION PERMIT MANUAL.

3.5. FLOWABLE FILL MAY BE USED IN LIEU OF BEDDING, INITIAL BACKFILL, AND/OR CLASS 7 AGGREGATE BASE WHEN APPROVED IN ADVANCE BY STREET SUPERINTENDENT.

3.6. SURFACE TOLERANCE ON REPAIRS: 1/4", MEASURED USING 10' STRAIGHT EDGE.

PART 3: SAFETY

3.0 GENERAL

THE CONTRACTOR SHALL IMPLEMENT A SAFETY PROGRAM ENSURING COMPLIANCE WITH OSHA (29 CFR PART 1926, SUBPARTS P AND M), ARKANSAS SAFETY REGULATIONS, AND LOCAL BELLA VISTA ORDINANCES TO PROTECT PERSONNEL, EQUIPMENT, AND THE PUBLIC DURING SOIL NAIL WALL CONSTRUCTION.A.

4.0.1 SAFETY PLAN

SUBMIT A SITE-SPECIFIC SAFETY PLAN TO THE ENGINEER OF RECORD AND OWNER'S CONSTRUCTION MANAGER 14 DAYS PRIOR TO CONSTRUCTION FOR APPROVAL. THE PLAN SHALL ADDRESS:

4.0.1.1 HAZARDS FROM EXCAVATION, DRILLING, GROUTING, AND TESTING.
4.0.1.2 FALL PROTECTION FOR WORK ABOVE 6 FEET (OSHA 29 CFR 1926.501).
4.0.1.3 EXCAVATION SAFETY, INCLUDING SHORING OR SLOPING (OSHA 29 CFR 1926.650-652).
4.0.1.4 TRAFFIC CONTROL PER MUTCD AND THE APPROVED PLAN.
4.0.1.5 PPE REQUIREMENTS (E.G., HARD HATS, HIGH-VISIBILITY VESTS).
4.0.1.6 EMERGENCY PROCEDURES AND TRAINING REQUIREMENTS.

4.0.2 RESPONSIBILITIES

4.0.2.1 DESIGNATE AN OSHA-DEFINED COMPETENT PERSON TO OVERSEE DAILY EXCAVATION AND SAFETY INSPECTIONS.
4.0.2.2 SECURE TESTING AREAS DURING VERIFICATION AND PROOF TESTS, PER FHWA-NHI-14-007.
4.0.2.3 MAINTAIN BARRIERS AND SIGNAGE TO RESTRICT UNAUTHORIZED ACCESS.

4.0.3 INSPECTIONS AND RECORDS

4.0.3.1 CONDUCT DAILY SAFETY INSPECTIONS AND SUBMIT LOGS WEEKLY TO THE ENGINEER OF RECORD.
4.0.3.2 REPORT ACCIDENTS OR VIOLATIONS WITHIN 24 HOURS WITH A DETAILED INCIDENT REPORT.
4.0.3.3 MAINTAIN TRAINING AND EQUIPMENT INSPECTION RECORDS ON-SITE.

4.0.4 COORDINATION

COORDINATE SAFETY WITH TREE REMOVAL, PAVEMENT REPAIR, AND UTILITY WORK, ADDRESSING MEASURES DURING THE PRE-CONSTRUCTION MEETING (SECTION 1.3.2).

REV	DATE	BY	DESCRIPTION

SPECIFICATIONS
OLDHAM ROAD SLOPE FAILURE
CITY OF BELLA VISTA AR
ARKANSAS

BELLA VISTA
ARKANSAS

Terracon
Consulting Engineers and Scientists
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DRAWN BY:	DAB
APPVD. BY:	MHH
SCALE:	as noted
DATE:	8/10/2025
JOB NO.	KB245086
ACAD NO.	planset4
SHEET NO.:	5 OF -

GEOSTABILIZATION INTERNATIONAL BID

Bidding Document for Soil Nail Wall Construction
City of Bella Vista, Arkansas
Project: Oldham Road Slope Stabilization

Project Overview

Owner: City of Bella Vista, AR
Project Location: Oldham Road, approximately 150 feet east of the intersection with Tavistock Drive, Bella Vista, AR 72714
Project Description: Construction of a soil nail wall to stabilize slope failure along Oldham Road. The proposed soil nail wall will have a linear length of approximately 100 feet, with three rows of soil nails spaced at 5 ft by 5 ft. Soil nail lengths range from 19 ft to 33 ft, with bonded lengths ranging from 9 ft to 10 ft. The wall facing will be a pinned mesh finish with non-woven geofabric. The project includes tree removal, permits, underground utilities clearance, soil spoil disposal, road closure, traffic control, and pavement repair. Construction is estimated to take 6 weeks.

Reference Documents:

- Construction drawings (to be provided by the City of Bella Vista).
- FHWA standards for soil nail load capacity verification and proof testing (specific standards to be confirmed; refer to FHWA-NHI-14-007 for guidance).

Submission Instructions:

- Submit completed bids either in person or by mail to Bella Vista Street Department, 2471 Forest Hills Blvd., Bella Vista, AR 72715 by the deadline specified in the Invitation to Bid.
- Bidders must attend a pre-application meeting with City Planning Staff prior to submission, as required for development-related projects. Contact Planning and Development at 479-855-8285 or at planning@bellavistaar.gov to schedule.
- All bids must be itemized as specified below and include proof of compliance with local, state, and federal regulations.
- Bids will be opened at the City of Bella Vista Planning and Development office located at Bella Vista Street Department, 2471 Forest Hills Blvd., Bella Vista, AR 72715.

Scope of Work

The Contractor shall furnish all labor, materials, equipment, and services necessary to complete the soil nail wall construction, including but not limited to:

- **Soil Nail Wall Construction:**
    - Install a soil nail wall along a 100 ft linear length with three rows of soil nails, spaced 5 ft by 5 ft.

- Soil nail lengths: 19 ft to 33 ft, with bonded lengths of 9 ft to 10 ft.
- Facing: Pinned mesh finish with non-woven geofabric as per construction drawings.
- Perform one soil nail load capacity verification and proof test per FHWA-NHI-14-007, as specified in the drawings.

- **Tree Removal and Disposal:**
  - Remove and dispose of trees at the contractor's expense within a 100 ft by 15 ft area at the project site.
  - Obtain a Lot Clearing Burn Permit from the Bella Vista Fire Department if burning on-site.
- **Permits:**
  - Secure all necessary permits, including building permits and any required right-of-way (ROW) permits for work within the City's ROW. Contact the City of Bella Vista Planning and Development at 479-855-8285.
- **Underground Utilities Clearance:**
  - Coordinate with 811 Call Before You Dig to mark utility lines prior to excavation. Each utility company will mark lines in designated colors.
  - Verify utility locations with the Bella Vista POA Water Department (479-855-8000) and other relevant utility providers.
- **Soil Spoil Disposal:**
  - Remove and dispose of excavated soil spoil in compliance with local and state regulations.
  - Provide documentation of disposal at City leased property at Tudor Drive and Chelsea Road, approximately 2 miles from the project site.
- **Road Closure and Traffic Control:**
  - Implement road closure and traffic control measures for an estimated 6-week construction period.
  - Comply with the Manual on Uniform Traffic Control Devices (MUTCD) and AASHTO standards for traffic management.
  - Obtain necessary ROW permits for road closure from the City of Bella Vista.
- **Pavement Repair:**
  - Perform pavement repair, primarily removing the existing pavement, remediating the settlement basin and repaving the roadway, in the affected area of Oldham Road.

Repair area is about 60-feet in length and the full width (approximately 24-feet) of the roadway. New pavement section is shown on Exhibit 4 of the Design Details.

- Ensure repairs meet City of Bella Vista standards and AASHTO guidelines for pavement maintenance.

Bid Submission Requirements

Bidders shall provide an itemized cost breakdown for the following components. All costs must include labor, materials, equipment, and any associated fees.

- **Soil Nail Wall Construction**
  - Cost for installation of soil nails (100 ft linear length, 3 rows, 5 ft x 5 ft spacing, 19 ft to 33 ft lengths). $51,089.26
  - Cost for pinned mesh facing with non-woven geofabrics. $[redacted] 30,381.26
  - Cost for one soil nail load capacity verification and proof test (per FHWA-NHI-14-007). $14,106.12
- **Tree Removal and Disposal**
  - Cost for tree removal in a 100 ft by 15 ft area. $12,057.67
  - Cost for disposal (including any burn permit fees, if applicable). $849.29
- **Permits**
  - Cost for all necessary permits (building, ROW, and lot clearing burn permit, if applicable). $849.29
- **Underground Utilities Clearance**
  - Cost for coordination with 811 Call Before You Dig and utility providers. $0
- **Soil Spoil Disposal**
  - Cost for removal and disposal of excavated soil spoil. $13,274.44
- **Road Closure and Traffic Control**
  - Cost for traffic control measures, signage, and barriers for a 6-week period. $5,945.06
  - Cost for ROW permit for road closure. $0
- **Pavement Repair**
  - Cost for repaving the damaged section of the roadway. $96,033.43

- **Insurance and Bonding**
  - Cost for insurance and bonding. $ 750.00

Total Bid Amount: Sum of all itemized costs. $ 225,335.82

Other Submittal Requirements

- **Itemized Bid:** Provide a detailed cost breakdown as outlined above.
- **Project Schedule:** Include a proposed timeline for completion within the 6-week estimate.
- **Qualifications:** Provide evidence of experience with soil nail wall construction and compliance with ASTM/FHWA standards.
- **Permits Plan:** Outline the approach for securing permits and coordinating with utility providers.
- **Traffic Control Plan:** Submit a preliminary traffic control plan compliant with MUTCD and FHWA standards.
- **Disposal Plan:** Detail the method and location for soil spoil disposal.
- **Insurance and Bonding:** Provide proof of insurance and performance bonds.

Evaluation Criteria

Bids will be evaluated based on:

- Completeness and clarity of the itemized bid.
- Compliance with project specifications and standards (ASTM, FHWA, City of Bella Vista codes).
- Contractor's experience and qualifications.
- Proposed timeline and feasibility.
- Total cost and value.

Contact Information

City of Bella Vista Planning and Development
Phone: 479-855-8285
Email: planning@bellavistaar.gov
Bella Vista POA Water Department (for utility coordination)

Phone: 479-855-8000
Benton County Health Department (for soil percolation or septic inquiries)
Phone: 479-986-1300
811 Call Before You Dig (for utility clearance)

Additional Notes

- Bidders are responsible for reviewing the construction drawings and verifying site conditions prior to bidding.
- The City of Bella Vista reserves the right to reject any or all bids.
- For zoning or ROW-related inquiries, contact planning@bellavistaar.gov or refer to the City's zoning map.
- Work hours are limited to daylight hours.
- Contractors can use water through the hydrants after contacting the Bella Vista POA to rent a meter and pay for water usage.
- The City of Bella Vista does not have a buy American requirement.

CITY OF BELLA VISTA ARKANSAS

ADDENDUM #1

Bid Project: **Oldham Road Slope Stabilization**

Addendum Number: **1**

Addendum Issue Date: **10/26/2025**

Purpose:

This addendum adds a one-week extension to the submission deadline and bid opening date and time. This Addendum adds bonding requirements to the bid documents. All other terms and conditions remain unchanged.

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1. Change to Bid Submission Date

The deadline for submission of bids has been **extended by one (1) week.**

- **Original Bid Submission Date:** Wednesday October 29, 2025 @ 9:00 am.
- **Revised Bid Submission Date:** Wednesday November 05, 2025 @9:00 am

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2. Bonding Requirements:

Each bid must include five percent (5%) of the total bid amount either by:

- a certified check payable to the Owner, or
- a Bid Bond acceptable to the Owner.

These serve as a guarantee that the bidder, upon notice of award, will promptly execute the contract.

Before contract execution, the successful bidder shall furnish a Performance Bond for 100% of the contract amount per Arkansas Code Annotated § 18-44-503.

Acknowledgment: Bidders must acknowledge this Addendum on the Bid Form. Failure to do so may result in rejection of the bid.

(Continued)

Bidder Acknowledgment: The undersigned acknowledges receipt of Addendum No. 1 for the Oldham Road Slope Stabilization and agrees that the information contained herein has been considered in the preparation of this bid.

Company: GEOSTABILIZATION INTERNATIONAL
Address: 10225 WESTMOOR DR WESTMINSTER, CO 80021
Authorized Signature:
Printed Name: WILL BLANTLET
Title: PROJECT DELIVERY ENGINEER
Date: 11/3/2025

End of Addendum: This addendum must be signed and returned with your bid.

CITY OF BELLA VISTA ARKANSAS

ADDENDUM #2

Bid Project: **Oldham Road Slope Stabilization**

Addendum Number: **2**

Addendum Issue Date: **10/28/2025**

Purpose:

This addendum addresses the need for erosion control matting, clarification on the need for a PE seal on the required shop drawings and clarification of approved alternative soil nail systems. All other terms and conditions remain unchanged.

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1. Change to Design Drawing Items 1.2.2.5 and Item 2.2.9

Items 1.2.2.5 and 2.2.9 are to be replaced with Class 2 Erosion Control Matting as defined in Section 626 of the Arkansas Department of Transportation (ArDOT) 2014 Standard Specification for Highway Construction.

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2. PE Seal Requirement on Shop Drawing Submittals:

A PE (Professional Engineer) seal is not required on shop drawing submittals.

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3. TECCO Soil Nail System (or Approved Equal):

The TECCO soil nail system (or approved equal) may be utilized provided it meets or exceeds all performance, material, and durability requirements specified in the design drawings and project specifications.

Acknowledgment: Bidders must acknowledge this Addendum on the Bid Form. Failure to do so may result in rejection of the bid.

Bidder Acknowledgment: The undersigned acknowledges receipt of Addendum No. 1 for the Oldham Road Slope Stabilization and agrees that the information contained herein has been considered in the preparation of this bid.

Company: GEOSTABILIZATION INTERNATIONAL

Address: 10225 WESTMOUR DR WESTMINSTER, CO 80021

Authorized Signature: Will Brantley

Printed Name: WILL BRANTLEY

Title: PROJECT DEVELOPMENT ENGINEER

Date: 11/3/2025

End of Addendum: This addendum must be signed and returned with your bid.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
6400 S. Fiddlers Green Circle, Ste 2000
Greenwood Village CO 80111

CONTACT NAME: Natalie Rodriguez
PHONE (A/C, No, Ext): 720-617-4825 FAX (A/C, No):
E-MAIL ADDRESS: Natalie.Rodriguez@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Executive Risk Indemnity Inc	35181
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb Indemnity Insurance Comp	12777
INSURER D : Indian Harbor Insurance Compan	36940
INSURER E : Chubb National Insurance Compa	10052
INSURER F : Starr Indemnity & Liability Co	38318

INSURED GEOSINT-01
Geostabilization International, LLC
10225 Westmoor Drive, Suite 205
Westminster, CO 80021

COVERAGES **CERTIFICATE NUMBER:** 1560611250 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A E	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			54310162-05 54310163-05	5/1/2025 5/1/2025	5/1/2026 5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 25,000
B B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			(25)5431-01-61 (25)5431-04-01	5/1/2025 5/1/2025	5/1/2026 5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B F	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			5671-73-32 1001261233251	5/1/2025 5/1/2025	5/1/2026 5/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		54310164 54310379	5/1/2025 5/1/2025	5/1/2026 5/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Pollution			CEO744667108	5/1/2025	5/1/2026	Each Claim/Aggregate Each Claim/Aggregate Retention	$10M/$10M $10M/$10M $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSURER G: Property: Policy #ITC100065471325, Carrier Name: Starr Indemnity & Liability Co; Term: 5/1/2025-5/1/2026; Limit: Leased/Rented Equipment $1M, Installation Floater $1M. DEDUCTIBLE - Flat Deductible Amount: $25,000 per occurrence except; Equipment valued at or over $100,000: $35,000 per occurrence; Claims involving Theft or Overturn: $75,000 per occurrence.

INSURER C: WORKERS COMPENSATION: Policy #54310164, Carrier Name: Chubb Indemnity Insurance Company; Term: 5/1/2025-5/1/2026; Limit: Stop-Gap Coverage (for ND, OH, WA, WY): Bodily Injury By Accident - $1,000,000 each accident; Bodily Injury By Disease - $1,000,000 policy limit; Bodily Injury By Disease - $1,000,000 each employee.

CERTIFICATE HOLDER

City of Bella Vista
2471 Forest Hills Boulevard
Bella Vista AR 72715

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
GeoStabilization International, LLC

10225 Westmoor Drive, Suite 205
Westminster, CO 80221

SURETY:
(Name, legal status and principal place of business)
SiriusPoint America Insurance Company
1 World Trade Ctr, 285 Fulton St, 47th Floor,
Suite 47J, New York, NY 10007
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Bella Vista
2471 Forest Hills Boulevard
Bella Vista, AR 72715

BOND AMOUNT: $ Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Soil Nail Wall Construction along Oldham Road

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of November, 2025

(Witness) Alex Lilliard

(Witness) Brooke Ortega

GeoStabilization International, LLC
(Principal) (Seal)
By:
(Title)

SiriusPoint America Insurance Company
(Surety) (Seal)
By:
(Title) Sheila J. Montoya , Attorney-in-Fact

S-0054/AS 8/10

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

ALLDEN01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Anuj Jain, Mona D. Weaver, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, Megan A. Brown

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

SiriusPoint America Insurance Company

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 5th day of November, 2025

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

Proposed Schedule for Oldham Dr Stabilization

Before mobilizing: secure all permits and disposal site approvals

Day 1: Establish Traffic Control

Day 2: Layout Repair and Utility Locate

Day 3: Excavated, tree removal and haul off

Day 4-11: Drill Soil Nails

Day 12: Test Soil Nails

Day 13: Place Mesh

Day 14: Dress Area

Day 15-16 Prepare for asphalt patch repair

Day 17-19 Asphalt Repair

Day 20 Clean Up

Day 21 Mobilization

Permit Plan:

Project Manager will coordinate with necessary parties to obtain the proper permits for our work prior to our mobilization to jobsite

Disposal Plan:

We will dispose of the soil at the desinated spot laid out in bid documents, City fo Bella Vista leased property at Tudor Drive and Chelsea Rd. Any permits required for this will be obtained before disposal.

Subway s New Fresh Fit® Menu
Medley Ln
Halifax Ln
Lestury Ln
Hornby Ln
Chelsea Rd
Cunningham Dr
London Dr
Harrow Ln
Ilford Ln
Diamond Roofing
ROAD CLOSED
ROAD CLOSED AHEAD
DETOUR AHEAD
ROAD CLOSED TO THRU TRAFFIC
DETOUR
Gretchen A. Magee, Audiologist
Sugar Creek Shopping Center
Phillips 66
Mercy Way
Cooper Pumptrack
Blowing Springs Park
Lambeth Rd
Congleton Ln
Cooper Elementary School
Sugar Creek Soccer Park
Darlmoor
Prescot Rd
Orleton Ln
NWA Estate Sales
Ainsdale Dr
Appleby Ln
Grinstead Ln
Sunset Dr
Bella Vista Way
Bella Vista Lake
Arkansas Welcome Center at Bentonville /...
Little Sugar Trail
E Elve
Date: 10/15/2025 Author: Ryan Project: oldham rd bella vista
Comments:
Dates TBD
plans not to scale
all signs/devices installed per ARDOT/MUTCD guidelines
TIME STRIPING, INC.
Map data ©2025 Google

GeoStabilization International®

STATEMENT OF QUALIFICATIONS

Oldham Dr Stabilization Bella Vista, AR

Prepared by GeoStabilization International®

This Statement of Qualifications contains trade secrets and/or confidential data (collectively, "data") that is exempt from state and federal freedom of information acts, shall not be disclosed outside the Government, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this Statement of Interest. If, however, a contract is awarded to GeoStabilization International, LLC as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data inside the Government to the extent required for the parties to perform under the contract. Notwithstanding the foregoing, this data shall not be disclosed outside the Government without first obtaining the written authorization of GeoStabilization International, LLC.

With the submission of this Statement of Qualifications, GeoStabilization International, LLC hereby requests prompt written notice of any request for disclosure of its trade secret or confidential data, as well as the maximum amount of time available under the applicable statute to object in writing to any disclosure of such information.

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About GeoStabilization International

GeoStabilization International® is the leading geohazard mitigation firm operating throughout the United States, Canada, and New Zealand. GeoStabilization specializes in emergency slope stabilization and landslide repair, rockfall mitigation, and foundations (grouting, and micropiles) through our design/build and design build/warranty contracting. GeoStabilization International's team includes some of the most dedicated, diverse, and high performing professional engineers, geologists, equipment operators, geohazards mitigation and rockfall remediation technicians in the geohazard mitigation industry. We employ a minimum of 70 crews and over 50 registred Professional Engineers. Their expertise, proprietary tools, and worldwide partnerships allow them to repair virtually any slope stability or foundation problem in any geologic setting.

Purpose: ***Our passion is to innovate and implement optimized solutions that protect people and improve infrastructure.***

Our design/build solutions are customized to the varying demands and site constraints of each geohazard we encounter. Every project is completed with one goal in mind: always provide the best value. GeoStabilization's innovation and work ethic are deployed in the Transportation, Rail, Commercial, Power, Mining, and Pipeline markets.

GeoStabilization's comprehensive service capabilities include:

- **Earth Retention**: Slope Stabilization and landslide repair, retaining wall repair: MSE, Gabion, Pile, and Historic Rock Walls, Tiebacks, Shoreline Stabilization, Coastal and Bluff Stabilization.
- **Foundations**: Foundation Bearing Micropiles, Foundation Underpinning, Micropile Footings for Sinking Structures, Limited Access Micropiles, Cased Micropiles, Tower Foundations.
- **Ground Improvements**: Sinkhole Repair, Grouting, Chemical Grouting, Compaction Grouting, Permeation Grouting, and Void Filling.
- **Rockfall Mitigation**: Control, Containment, Barriers, Scaling
- **Bridges**: Innovative Replacement Solutions, Substructure & Culvert Repair, Scour Mitigation

Within those capabilities are tailored solutions for each project type with some of them combining techniques based on the subsurface conditions. Our tools include patented Soil Nail Launchers™, SPIDER excavators/ drills, and purpose-built limited access drill rigs, RailJET, Shotcrete Robot, and UAVs. Additionally, our complete equipment inventory includes SuperNailers™ (modified excavator-based rock drills), crane basket drills, Spider excavators, compressors, grout plants, shotcrete pumps, welders, and a variety of support trucks, trailers, and other related equipment. Most of the equipment has been custom built or modified specifically for slope, rockfall, or landslide mitigation.

GSI Core Values

GeoStabilization and its affiliates offer an integrated engineering and construction solution that prioritizes speed, seamless integration, and adaptability. Our approach ensures prompt response times, efficient coordination between design and construction, and the capability to swiftly address unforeseen subsurface challenges during projects.

Our dedication to client excellence drives every project. We initiate each endeavor with a complimentary site assessment and geohazard evaluation, complemented by preliminary engineering analysis. Our engineers maintain objectivity and recommend the most effective remediation approach, irrespective of whether it involves our equipment or technologies.

Our success is grounded in our core philosophy of delivering superior technologies, solutions, and fast service. Our project managers and constructors possess unparalleled expertise derived from comprehensive training and years of industry experience.

We uphold a set of enduring core values that shape our identity. These values underpin our business conduct:

We take pride in our reputation, and it is shaped by the decisions, actions, and ethical standards of every individual at our company. To ensure our values are consistently upheld, we have established a Third-Party Code of Ethics and Business Conduct, which extends to our subcontractors, vendors, suppliers, agents, consultants, and business partners. This code reflects the high standards we set for our own employees and provides a framework for achieving our shared objectives. While it may not cover every possible scenario, it lays out the principles and methodology that guide us in our pursuit of a common goal.

Safety Program and Performance

Safety Standards

GeoStabilization's and its affiliates dedication to safety is reflected in our comprehensive safety program. Our company employs a full-time, dedicated safety team and maintains a written safety plan. We prioritize ongoing training, with daily toolbox talks, weekly, monthly, and quarterly training sessions, and an annual Safety Summit to focus on enhancing safety practices. We have earned multiple safety awards since 2014, a testament to our commitment and excellence in maintaining a safe work environment.

To achieve some of the best safety statistics in the construction industry, we adhere to the following standards:

- OSHA 10 and OSHA 30 Certified Workforce
- MSHA Trained
- Purpose-built safety program for geohazard mitigation
- Cross-Function Safety Committee
- SPRAT Certification for Rope-Access Work
- PCIA Scaler Certification for Rope-Access Work
- Certified Equipment Operators
- CPR and First Aid Training
- Defensive Driving Courses
- National Safety Council Members
- ASA Certified Nozzleman

Bob Barrett, co-founder of GeoStabilization International, emphasizes:

"Our goal is to make sure everybody goes home to their family unharmed. This investment in a safety department aligns perfectly with our core values of protecting our family."

Safety Program Objective

The primary objective of our Safety program is to prevent all injuries and accidents. Accidents, by definition, disrupt the orderly process of performing work and result in project disruption, delays, and additional losses due to personal injury, equipment damage, and property or material damage. Our focus is on preventing all accidents, not just thaccose with apparent potential for serious loss.

Accidents are preventable and often result from unsafe procedures, conditions, equipment, and personal acts. As accidents can affect quality, productivity, costs, and public relations, our safety record serves as a guide to the general effectiveness of our supervision. Supervisors, at all levels, have an obligation to provide the safest work environment possible.

Josh Monroe, Director of Safety:

"While we are committed to a constant focus on and improvement to our safety protocols every day of the year, National Safety Month is the perfect reminder as to why safety is a critical pillar to our success. Only by staying diligent, constantly improving our safety program at all levels, and striving to get better and safer every day will we be able to live our commitment to 'Safety, Quality, Production, in that order, at all times."

Safety Program and Performance

- Slips, Trips, Falls, and Sprains
- Adverse Weather Conditions
- Fallings Objects
- Fouling Tracks
- Protect Pipelines
- Excavation Erosion
- Improper Machinery = Rollover Accidents

Safety Statistics - Last 5 Years

Metrics	2024	2023	2022	2021	2020
Modification Rate Record (EMR)	0.84	0.62	0.62	0.69	0.76
Total Recordable Incident Rate (TRIR)	0.93	0.29	0.71	1.51	0.71
Days Away, Restricted or Transferred (DART)	0	0	0	0.52	0
Lost Time Rate (LTIR)	0	0	0	0.43	0
Number of Fatalities	0	0	0	0	0
Number of Man-Hours Worked	1,069,635	681,203	1,114,241	922,199	1,410,809

Representative Project Experience

GeoStabilization has completed over 7,000 successful projects to-date, involving a variety of innovative design and construction elements. Slope stabilization measures most often utilize passive reinforcement elements such as soil nails and/or micropiles, but sometimes include other components such as toe berms/shear keys, sheet pile/soldier pile walls, GRS walls, compaction grouting, and high-tensile wire mesh.

A key point of emphasis for our engineers/geologists is to evaluate a site objectively and recommend the best approaches for remediation, even if they don't include our proprietary equipment and/or technologies. This philosophy assures our clients that every geohazard emergency will be addressed with a context-sensitive solution designed specifically for a given site. Often, the most efficient solution involves a combination of remediation measures, such as launched soil nails for rapid temporary stabilization (to halt movement) combined with engineered fill buttress for long-term permanent stabilization (at a higher factor of safety).

GeoStabilization International has extensive experience in performing permanent shoring and retaining wall installation projects. For the sake of brevity, please see the following small list and descriptions of representative projects that our engineers and crew members have completed.

Confidential Apartments Bluff Stabilization

Orange County, CA

REPRESENTATIVE PROJECT

PROJECT HIGHLIGHTS

Owner: Confidential

Project Start/Completion Date:
July 2024 - February 2025

Key Personnel:
Project Manager: Jena Shanklin
Superintendent: Dustin Leonhardt

This project consisted of installing a Soldier Pile/Strand Anchor stabilization system on private property in Orange County, California. Our engineers created structural plans and managed civil and demo plans for the City permit package. Our scope of work included installing a bluff stabilization system at the Building 4 location, including 67 24-inch-diameter CIDH piles installed to a depth of 50 feet, based on subsurface conditions. Our crews installed the piles on a nominal 4-foot center across the 200-foot-long project length. We also performed stabilization at the Building 37 location, for 150 feet in length, and installed 45 of the 24-inch CIDH piles at 50 feet in depth. Both systems required the installation of supplemental tiebacks to provide increased lateral resistance. These consisted of 100-foot-long, multi-strand anchors, installed in holes with a minimum 4-inch diameter and a 40-foot bond length.

Access Road Rehabilitation

Mountrail, ND

REPRESENTATIVE PROJECT

PROJECT HIGHLIGHTS

Client:
Hess
Paul Franklin
Phone: 701-420-7188

General Contractor:
KS Industries
Sean Lewis
701-339-6832

Project Start/Completion Date:
9/28/2020 - 10/16/2020

Key Personnel:
Project Engineer Damien Bosse, PE
Project Manager: Matt McGinn

During slope inspections in 2019, cracks were noticed forming along the road's shoulder. By summer 2020, the cracking was extensive, and slope inclinometers were installed to evaluate depth and rate of movement. The results indicated a shallow slump moving about ½ inch per month. Since the site was so close to the White Earth River's tributary and the previous wet season had nearly caused an environmental incident, the owner requested cost estimates to stabilize the slope. The consultant recommended mass excavation and replacement with drainage provisions, installing a soldier pile wall with lagging, or using a soil nail wall with facing.

In August 2020, a 260-foot-long slope section with a failure circle about 12 feet away from the edge of pavement was identified for stabilization. By September, the slide had grown laterally by 60 feet, and its failure circle had expanded to about 20 feet from the pavement's edge.

The value-engineered solution devised by GeoStabilization's Engineering Team was a soil nail wall consisting of three rows of self-drilling soil nails (30-ft-long nails at the slide's center, with 20-ft-long nails at each end), high-strength steel mesh, an erosion control mat, and bearing plates.

194-each soil nails were installed in three days at specific locations on the slope using an excavator-mounted drill rig. The excavator's reach allowed the soil nails to be drilled from the road platform by reaching over the guardrail. This technique reduced traffic impacts and avoided disturbing the slope's recently established vegetation below the roadway. The erosion control mat was then placed on the slope before the high-strength mesh was laid atop the mat. Next, bearing plates were placed over the soil nails before a nut was torqued to pretension the mesh on the slope.

We completed the project two days ahead of the proposed schedule. Our better-than- expected efficiency provided our customer with greater value than we originally promised.

Tower Road Stabilization D/B

Pennington County, SD

REPRESENTATIVE PROJECT

PROJECT HIGHLIGHTS

Client:
Rapid City Public Works
Mary Bosworth, PE
605 394-4154, mary.bosworth@rcgov.org

Completion Date: 9/2021

Key Personnel:
Project Development Engineer: Wes Dickhut, MS, P.E.
Project Manager: Jimmy Migletz

In 2018, a landslide on Tower Road in Rapid City left a portion of the roadway closed to traffic and the area in need of remediation. A traditional repair would involve installing drilled shafts or soldier piles to stabilize the road and retain soil needed for rebuilding, but the overhead electricity transmission lines would need to be de-energized. Our team was selected through Rapid City's design-build qualification with the feedback that our solution to install micropiles using low overhead equipment and construct a retaining wall composed of geosynthetically confined soil layers was the preferred option.

First the slope below the roadway was excavated to remove additional soil and pavement within the landslide scarp at an approximate 1H:1V inclination to approximately 8 feet below the pavement level. Two rows of micropiles were installed to provide axial support for a Geosynthetically Confined Soil® wall (GCS® wall) and lateral support to resist sliding. On average, a micropile was installed every linear foot along the wall before a concrete pile cap was cast over the micropiles.

The 8-foot GCS® wall was then constructed using split-face concrete masonry units as face elements and geotextile reinforced, 8-inch layers of compacted granular fill. The temporary jersey barriers were then repositioned to the repair's edge once the wall was completed. A 5-year warranty commenced upon the repair's completion.

CNQ076 Permanent Ground Rock Anchors

Morgan County, TN

REPRESENTATIVE PROJECT

PROJECT HIGHLIGHTS

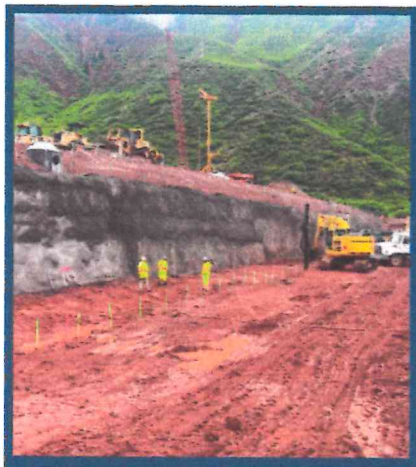
Client:
Blalock Construction
Mr. Dale Dockery
P.O. Box 4750
Sevierville, TN 37864
Phone: 865-680-5787

Project Start/Completion Date:
1/29/2018 - 12/5/2019
7/5/2017 - 10/13/2018

GSI Key Personnel:
Project Development Engineer: Reid Bailey, PE
Project Manager: Kenneth Starrett
General Superintendent: Joshua Kelly
Superintendent: Alexander Greenwell

GeoStabilization was contracted by Blalock Construction to install Permanent Ground Anchors in open-hole drilling conditions for a soldier pile & lagging wall for Tennessee DOT. Differential weathering was causing issues along US HWY 27 and the owner wanted to seal the slope to prevent further rockfall entering the roadway. Once the h-piles were installed, our crews drilled into the slope before rock anchors were inserted and grouted. Then the sculpted panels were slid and stacked into the h-piles to create the wall. Using this process, four walls were constructed measuring 34,583 SF, 25,713 SF, 88,459 SF, and 8,037 SF.

Slope Stabilization



Glenwood Maintenance Facility Expansion
Garfield County, Colorado

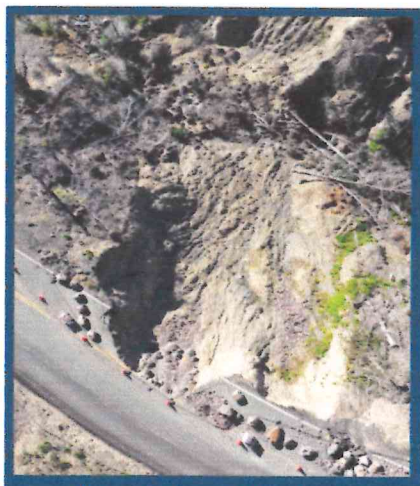
Owner: RFTA
Client: Saunders Construction
David Picard, Project Manager
Phone: 303-699-9000
Email: D.Picard@saundersinc.com
Project Start/Completion Date: June 2022 - July 2023

GeoStabilization designed and constructed a permanent soil nail and shotcrete wall (South Wall) upslope of the Bus Barn location in Colorado. The South Wall has approximately 597 lineal feet and consists of self-drilling soil nails and reinforced shotcrete. A temporary soil nail and shotcrete wall (North Wall) downslope of the Bus Barn location is approximately 440 lineal feet and consists of self-drilling soil nails and reinforced shotcrete. The North Wall decreased the required excavation quantity to construct the fill retaining wall and backfill performed by others. Grout columns were installed for a 400 LF section of the GRS Wall and extended 40 feet below the bottom of the grade.

Yellowstone WY 14 MP 0
Slope Stabilization
Park County, Wyoming

Owner: Mark Falk, P.E., P.G., Chief Engineering Geologist
Wyoming Department of Transportation
Phone: 307-777-4205, Email: mark.falk@wyo.gov
Project Start/Completion Date: 9/12-2022 - 9/29/2022

Wyoming Department of Transportation contracted GeoStabilization to provide a design-build solution for 120 LF soil nail and micropile stabilization. During our engineer's visit in the summer of 2022, there was a recent erosional failure in the downhill slope of WY 14 at MP 0 east of the East Entrance to Yellowstone National Park. The erosion caused two feet of roadway was lost, resulting in the guardrail stability being compromised, and WYDOT requested an emergency design and construction response to stabilize the roadway within the affected area as a permanent repair. GSI's engineering solution included installing soil nails with steel-reinforced shotcrete facing to stabilize the roadway where



Gardiner Ridge MP 8.1
Slide Stabilization
Curry County, Oregon

General Contractor: Curry County
Client: Dyer Partnership Engineers and Planners
Joe Goette, Project Engineer
Phone: 541-269-0732
Email: jgoette@dyerpart.com
Start/Completion Date: December 2020 - January 2021

GeoStabilization provided a design/build/warranty solution to stabilize and regain lost road width on the Gardner Ridge Slide Repair Project in Oregon. The retaining wall height extends for a distance of approximately 30 lineal feet. We worked with the prime contractor to achieve the lowest slope limits in view of the excavator reaching up to about 25 feet at a horizontal distance of 17 feet from the tracks. The scope of work included stamped drawings and submittal package, soil nail, micropile, shotcrete, and flowable fill retaining wall backfill supply and installation, and soil nail and micropile load test. McClennan Excavation provided excavation and support services to GSI during this project.

Soil Nail Launcher™

Originally developed by the British military to launch chemical weapons, the Soil Nail Launcher™ is a compressed air cannon that can accelerate a 1.5 inch (38 mm) diameter, 20 foot (6.5 m) long steel or fiberglass tube to 250 miles per hour (400 kph) in a single shot.

Dynamic installation results in distinct benefits over conventional nailing techniques. First, as these high speed projectiles enter the earth, they generate a shock wave that causes the soil particles to elastically deform or "jump away" from the nail tip. The bars enter the earth without significant abrasion or loss of exterior corrosion protection. The soil particles then collapse onto the bar in a relatively undisturbed state, yielding pullout capacities up to 10 times that of driven or vibrated rods or tubes. Lastly, Launched Soil Nails increase soil density in the nailed area. In contrast, conventional open-hole drilling techniques allow the soil to relax prior to installation, which can adversely affect bond capacity.

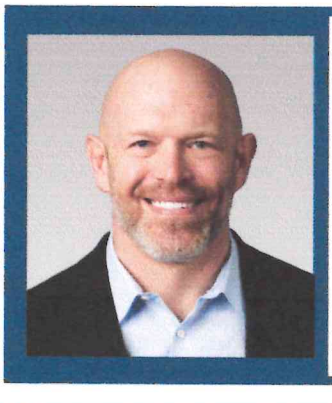
Launched Soil Nails also can be perforated to allow for horizontal drainage and pore water pressure relief, and are the only technology available that provides continuous axial capacity and drainage with the same element. Alternately, the perforated nails can be pressure grouted with a variety of materials to increase bond capacity and soil properties throughout the nailed region. Once pressure grouted, an epoxy-coated inner bar can be installed inside the tube, creating a robust, corrosion resistant Launched SuperNail®.

The Soil Nail Launcher™ typically is mounted on a modified tracked excavator. However, it can be mounted on vehicles, long reach excavators, or crane basket frames. It weighs about 2 tons, making it portable and able to reach remote locations. The launcher unit has full articulation, allowing it to work around overhead wires, underground utilities, and guard rail.

Management Team

DOMINIC IVANKOVICH, M.B.A., CEO

Dominic joins GeoStabilization after more than twenty-eight years of engineering, marketing, and business development experience, including more than ten years leading large global businesses across essential industries. With a degree in Chemical Engineering from Montana State University and an MBA from the Kellogg School of Management at Northwestern University, Dominic has a rich track record of driving growth acceleration and market share gains via improved client satisfaction, innovation, commercial execution, and strategic acquisitions in core and new markets. Additionally, Dominic's significant depth in acquisition integration and construction management is critical to GeoStabilization's future as it continues to grow in current and new mission-critical applications consistent with the company's mission.



NATE BEARD, P.E., VP OF CLIENT MANAGEMENT

Nate Beard directly oversees the implementation of design, management, and construction of all of GSI's specialty earth retention systems in the United States utilizing the sciences of Soil Nailing, Tiebacks, Micropiles, as well as Geosynthetically Confined Soils. As an engineer with more than 16 years of experience, including 12 years working with GSI, Nate brings a wealth of relevant past experience. A former Captain in the U.S. Air Force and Systems Engineering Chief at Patrick Air Force Base, he is adept at facilitating the delivery of high quality plans – reviewed with constructability in mind – to the field with exceptional precision. Nate is a registered professional engineer in over a dozen states. He has authored multiple papers on stabilization technology and regularly presents workshops across the United States and Canada.

BRIAN W. MCNEAL, VP OF OPERATIONS

Brian McNeal is the VP of Operations within GeoStabilization International and our affiliate Access Limited where he provides decades of industry experience and exceptional leadership skills. He was previously the President of Access Limited and successfully grew the company from its regional contractor roots into the nationally competitive specialty contracting firm that it is today. His more than 25 years of experience in construction has seen him transition through nearly every role in the industry from laborer to president. He is active in the daily operations of the company and is tasked with providing strategic leadership along with research and development to continually improve operational excellence and safety. He is familiar with the complexity of rockfall mitigation and slope stabilization projects for clients with transportation, energy, mining, and private sector infrastructure. Brian is available on every project to personally facilitate problem-solving and quickly resolve any emergent issue.

JOSH MONROE, VP HEALTH, SAFETY AND RISK MANAGEMENT

Through experience and training, Josh has become an effective leader and trainer with high-energy and passion for what he does. As a skilled communicator, he can establish and maintain rapport with clients and promote team cohesiveness. He is highly organized and a self-starter, enabling coordination and accomplishment of multiple tasks effectively, travel on short notice, and stay calm under pressure. Joshua's experience developing and implementing training programs in accident prevention for both craft and supervisory personnel gives him a wide range of knowledge in making recommendations that will reduce losses, save money, and solve problems. These programs include behavior-based safety techniques, confined space, material handling, hazard communication, respiratory protection, trenching, shoring, and extensive experience in fall protection training and fall protection system development.

1003 Century Street
Springdale, AR 72762
P (479) 621-0196
Terracon.com

November 6, 2025

City of Bella Vista AR
2471 Forest Hills Blvd
Bella Vista, AR 72715

Attn: Karen Hunt
P: (479) 876-1204
E: khunt@bellavistaar.gov

Re: Recommendation of Contractor Award
Oldham Road Slope Stability Repair
Intersection of Oldham Rd and Tavistock Dr
Bella Vista, AR
Terracon Project No. KB245086

Dear Ms. Hunt:

We have reviewed the three contractor bid packages opened at your office on November 5, 2025, that address repair of the slope failure located on Oldham Road about 150 feet East of the intersection of Tavistock Drive. The following bids were received and found to be in order:

Contractor	Bid Amount
Keller – North America	$379,500
GeoStabilization International	$225,335.82
Foundation Specialties Geostructural Construction	$380,697

GeoStabilization International submitted the low bid and has the qualifications to complete this project successfully. Thus, we recommend approval of GeoStabilization for this project by the City of Bella Vista.

We appreciate the opportunity to be of service to you on this project. If you have any questions, please contact us.

Sincerely,

Terracon

Certificate of Authorization No. 223, expires 12/31/2025

Michael Khoman, P.E.
Regional Technical Consultant

Mohammad Nasim

Mohammad Nasim
National Director I

1003 Century Street
Springdale, AR 72762
P (479) 621-0196
Terracon.com

November 6, 2025

City of Bella Vista AR
2471 Forest Hills Blvd
Bella Vista, AR 72715

Attn: Karen Hunt
P: (479) 876-1204
E: khunt@bellavistaar.gov

Re: Certification of Contractor Bid Tabs
Oldham Road Slope Stability Repair
Intersection of Oldham Rd and Tavistock Dr
Bella Vista, AR
Terracon Project No. KB245086

Dear Ms. Hunt:

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Contractor	Bid Amount
Keller – North America	$379,500
GeoStabilization International	$225,335.82
Foundation Specialties Geostructural Construction	$380,697

We have checked the total bid amount of the individual contractor bid tabs by summing the individual line items and find the Keller – North America and GeoStabilization International total bid amounts to be correct. The Foundation Specialties Geostructural Construction total amount was found to have a minor math error resulting in a total amount of $380,697 instead of a submitted total amount of $380,694. A spreadsheet with the bid tabs summarized is attached to this letter.

We appreciate the opportunity to be of service to you on this project. If you have any questions, please contact us.

Sincerely,

Terracon

Certificate of Authorization No. 223, expires 12/31/2025

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 7052
MICHAEL H. HOMAN

Michael H. Homan, P.E.
Regional Technical Consultant

Mohammad Nasim

Mohammad Nasim
National Director I

CITY OF BELLA VISTA

2025 Oldham Road Slope Stabilization Bid

Bid Opening Wednesday November 5th, 2025 @ 9:00 a.m.

Item	Keller - North America		GeoStabilization International		Foundation Specialties Geostructural Const.			
	Bid Bond Incl.	Yes	Bid Bond Incl.	Yes	Bid Bond Incl.	Yes	Bid Bond Incl.	Yes/No
	Addendum 1	Yes	Addendum 1	Yes	Addendum 1	Yes	Addendum 1	Yes/No
	Addendum 2	Yes	Addendum 2	Yes	Addendum 2	Yes	Addendum 2	Yes/No
Soil Nail Wall Construction								
Installlation of Soil Nails	$	120,000.00	$	51,089.26	$	228,487.00		
Pinned Mesh	$	95,000.00	$	30,381.26	$	46,540.00		
Soil Nail Capacity Verification and Proof Test	$	5,000.00	$	14,106.12	$	12,275.00		
Tree Removal and Disposal								
Cost for Tree Removal 100'x 15' area	$	11,000.00	$	12,057.67	$	8,775.00		
Cost for Disposal	$	11,000.00	$	849.29	$	10,073.00		
Permits								
Cost for all necessary permits	$	2,000.00	$	849.29	$	388.00		
Underground Utilities Clearance								
Cost for coordination with 811 Call Before You Dig	$	500.00	ZERO	$ -	$	3,467.00		
Soil Spoil Disposal								
Removal and disposal of excavated soil spoil	$	19,000.00	$	13,274.44	$	5,550.00		
Road Closure and Traffic Control								
Traffic control measures 6-week period	$	12,000.00	$	5,945.06	$	8,014.00		
ROW Permit	$	2,000.00	ZERO	$ -	$	388.00		
Pavement Repair								
Repaving damaged section of roadway	$	98,000.00	$	96,033.43	$	37,304.00		
Insurance and Bonding								
Insurance and bonding	$	4,000.00	$	750.00	$	19,436.00		
Total Bid Amount	**$**	**379,500.00**	**$**	**225,335.82**	**$**	**380,697.00**		
					$	380,694.00	Per Bid $3.00 discrepancy	

CITY OF BELLA VISTA

2025 Oldham Road Slope Stabilization Bid

Bid Opening Wednesday November 5th, 2025 @ 9:00 a.m.

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	Addendum 1	Yes	Addendum 1	Yes	Addendum 1	Yes	Addendum 1	Yes/No
	Addendum 2	Yes	Addendum 2	Yes	Addendum 2	Yes	Addendum 2	Yes/No
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Repaving damaged section of roadway	$	98,000.00		$ 96,033.43	$	37,304.00		
Insurance and Bonding								
Insurance and bonding	$	4,000.00		$ 750.00	$	19,436.00		
Total Bid Amount	**$**	**379,500.00**		**$ 225,335.82**	**$**	**380,697.00**		
					$	380,694.00	Per Bid $3.00 discrepancy	

CITY OF BELLA VISTA SERVICES AGREEMENT
2025 Oldham Road Slope Stabilization

This AGREEMENT made this _____ day of _____, 2025 between the CITY OF BELLA VISTA, ARKANSAS, by and through John D. Flynn, acting in his official capacity as MAYOR, (hereinafter "CITY"), and GeoStabilization International (hereinafter "CONTRACTOR").

WHEREAS, the "CITY" desires to purchase professional services more particularly described below in Paragraphs 1 through and including Paragraph 14 below;

WHEREAS, this AGREEMENT, having been let for bid pursuant to the requirements of Ark. Code Ann. Sections 14-22—101 et seq.;

WHEREAS, "CONTRACTOR" desires to provide and represents that they are qualified to provide the services described in Paragraph 1 below and on the terms and conditions described herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and duties described herein, the adequacy and sufficiency of which is hereby acknowledged, the "CITY" and "CONTRACTOR" agree as follows:

1. SCOPE OF THE WORK: "CONTRACTOR" will provide the following described services:

   Labor, equipment, materials, supplies, facilities transportation, and other means necessary to perform the work as set out in the REQUEST FOR BID for Construction of a 100 ft long soil nail wall to stabilize a slope failure along Oldham Road, approximately 150 feet east of the intersection with Tavistock Drive, Bella Vista, AR 72714. The project includes installing three rows of soil nails (5 ft x 5 ft spacing, 19-33 ft lengths), pinned mesh facing, tree removal, permits, utilities clearance, soil disposal, 6-week road closure/traffic control, and pavement repair.

2. CONTRACT PRICE: "CITY" will pay "CONTRACTOR" as consideration, the lump sum amount per submitted bid of $225,335.82 to be paid as agreed to by all parties per REQUEST FOR BID.

3. TERM: "CONTRACTOR" agrees to commence work under contract date specified per bid REQUEST FOR BID and be completed within six weeks of "notice of award". The "CITY" is relying upon a timely performance by "CONTRACTOR" and may sustain substantial losses by reason of any failure of timely performance.

4. SEVERABILITY: In the event that any one or more provisions contained in this Agreement shall, for any reason, not be enforced or be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such

invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. CONTROLLING LAW AND JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. "CONTRACTOR" shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Arkansas, and the "CITY" in which work shall be performed. The parties agree that venue for any alleged breach of this Agreement shall be in Benton County, Arkansas. If any provision of this Agreement conflicts with any law of the State of Arkansas or requirement imposed by law or regulation upon Cities, Counties or County officials in the State of Arkansas, then the Arkansas law controls, including but not limited to, "CITY" purchasing laws (Ark. Code Ann. Sections 14-22-101 et seq.) and the Freedom of Information Act (Ark. Code Ann. Sections 25-19-101 et seq.).

6. INDEMNITY: The "CITY" hereby asserts its sovereign and statutory immunity under Arkansas Annotated Codes as defined herein. "CONTRACTOR" shall indemnify and hold harmless the "CITY" and shall defend the "CITY" upon the demand of "CITY" from any and all claims for damages that may be alleged to be caused to any third party or parties by "CONTRACTOR".

7. INSURANCE: The "CONTRACTOR" shall purchase and maintain such comprehensive general liability and other insurance as to provide protection from all claims set forth below which may arise out of or result from "CONTRACTOR'S" performance of the work and "CONTRACTOR'S" other obligations under the contract documents, whether such performance is by "CONTRACTOR" by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

    a. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts.

    b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.

    c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employee.

    d. Claims for damages insured by personal injury liability coverage which are sustained (1) by any person as a result of an offense

directly or indirectly related to the employment of such person by Contractor, or (2) by any other person for any other reason.

e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.

f. Claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance or use of any motor vehicle.

The insurance required by this section will include the specific coverage and be written for not less than the limits of liability and coverage provided for herein or required by law, whichever is greater. The comprehensive general liability insurance will include complete operations insurance. All such insurance will contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the "CITY". All such insurance will remain in effect until final payment. Insurance documents must be provided to the "CITY" upon issuance of this Agreement.

The "CONTRACTOR" shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

If the "CITY" has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by "CONTRACTOR" in accordance herein on the basis of it not complying with the contract document, the "CITY" will notify "CONTRACTOR" in writing thereof within ten (10) days of the date of receipt. The "CONTRACTOR" shall provide the "CITY" such additional information within three (3) business days.

8. CONTRACT DOCUMENTS: The following attached documents shall also be a part of this AGREEMENT:

   a. Invitation To Bid – 2025
   b. Request For Bid- 2025
   c. Authorized Signature By Agent
   d. Duly executed Bid Bond
   e. Duly executed Performance Bond
   f. Certificates of Required Insurance Coverage's

9. ASSIGNMENT: This AGREEMENT shall not be assigned without the express written approval of the “CITY”.

10. FORCE MAJEURE: If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than the obligation to indemnify or make money payments or furnish security, that party shall give to the other party prompt written notice of the force majeure with reasonable full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term “force majeure”, as here employed, shall mean an act of God, fire, flood, strikes, or other industrial disturbances, war, riots, insurrection, or other causes beyond the reasonable control of the parties.

11. RISK OF LOSS: “CONTRACTOR” agrees to bear all risk of loss until the “CITY” accepts the work. Breach of this Agreement by either party shall have no effect on the provisions of this Agreement allocating risk of loss or damage.

12. DEFAULT: In the event that either party defaults in their performance without giving notice and such default has not been cured within 30 days, then the other party at their choosing may put the other party in breach of contract and terminate this Agreement.

13. LIABILITY: The “CONTRACTOR” will be responsible for ensuring that his employees strictly observe the laws and ordinances of the United States, the State of Arkansas, Benton County, and the Municipalities affecting operations under the contract. It is further understood and agreed that the “CONTRACTOR” assumes the full responsibility for the safety of his employees, plants, and materials. The “CONTRACTOR” will assume all risks in connection with performance and delivery of the work and will be liable for and hold the “CITY” harmless from any and all damages to persons and properties.

14. NOTICE: The notice is sufficient if given by first class, certified or registered mail, personal service or confirmed fax transmission. All notices and inquiries shall be submitted to the “CITY” at the following address:

    Mayor John D. Fynn
    City of Bella Vista
    101 Town Center NE
    P.O. Box 5655
    Bella Vista, Arkansas 72714

    To “CONTRACTOR” at the following address:

GeoStabilization International
10225 Westmoor Drive, Suite 205
Westminster, CO 80021

IN WITNESS WHEREOF, they have executed this Agreement the day and year written which shall be binding on the parties hereto, their successors or assigns.

CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS

By: _____
John D. Flynn, Mayor

Date: _____

ATTEST:

By:_____
Wanda Lepillez Krug, City Clerk

GeoStabilization International

By: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2025, the above named _____, to me known to be the person who executed this document on behalf of GeoStabilization International.

_____
Notary Public

County of:_____
Commission Expires on: _____

(SEAL)

City of Bella Vista
Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date 11/17/25

Department 50-Street

Budget Impact Information

Agenda / Expense Description

To create a Capital Expense Budget for Oldham Road Slope Stabilization project.

Amount

$ 63,000.00

Fund

General

Source

Available Funds

Expense Dept

Capital - C150

Account Name or Number

52811

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AWARDING BID AND AUTHORIZING A CONTRACT WITH GEOSTABILIZATION INTERNATIONAL IN AN AMOUNT OF $225,335.82, PLUS AN ADDITIONAL 20% PROJECT CONTINGENCY, FOR A TOTAL AMOUNT NOT TO EXCEED $270,402.98, FOR OLDHAM ROAD SLOPE STABILIZATION AND REPAIRS, AND AMENDING THE 2025 CITY BUDGET

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

Section 1: The City Council of the City of Bella Vista, Arkansas hereby awards bid and authorizes a contract with Geostabilization International in an amount of $225,335.82, plus an additional 20% project contingency, for a total amount not to exceed $270,402.98, for Oldham Road slope stabilization and repairs.

Section 2: The 2025 City Budget is hereby amended in accord with the attached budget amendment document.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

_____
JOHN D. FLYNN
MAYOR

ATTEST:

_____
WANDA KRUG
CITY CLERK

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

MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
November 17, 2025	James Graves, Police Chief	**RESOLUTION**: APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE BENTON COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTIES AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES BY THE CITY OF BELLA VISTA **PUBLIC HEARING TO BE CONDUCTED**

AGENDA ITEM # IV.J

RESOLUTION: APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE BENTON COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTIES AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES BY THE CITY OF BELLA VISTA
PUBLIC HEARING TO BE CONDUCTED

BACKGROUND

The property at 5 Clacton Lane is in violation of City Code Sec. 18-20 (a) (1) Cut weeds when such exceed ten inches in height. This violation has occurred since May of 2025. Since attempts to resolve the issue with the owner were unsuccessful, the city has contracted the lawn cutting throughout the summer. An invoice has since been sent to the owner of record and has gone unpaid.

RECOMMENDATION

The Chief of Police recommends that the council approve a lien being place on the property for services rendered in the amount of $305.04.

FISCAL IMPACT

None

ATTACHMENTS

1. Property Lien; 5 Clacton Ln; 2025.09.30
2. Resolution Certifying Cleaup Liens-REVISED--FINAL

BELLA VISTA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION
2483 FOREST HILLS BLVD.
BELLA VISTA, AR 72715
(479) 855-3771

INVOICE

DATE: 9/30/2025

Owner: **Sue E. Grebel**
13 Evans Lane
Bella Vista, AR 72715

CC: **Land Commissioner**
c/o Tommy Land
State Capitol Building
500 Woodlane St., Ste 109
Little Rock, AR 72201

RESIDENT: **Resident / Owner**
5 Clacton Lane
Bella Vista, AR 72715

CC: **Bella Vista POA**
Attn: Doug McCash
PO Box 6210
Bella Vista, AR 72714

Property Address: 5 Clacton Lane, Bella Vista, AR 72715
Parcel # 16-11790-000 **Subdivision:** Essex, Lot 5, Block 2

DATE OF SERVICE	DESCRIPTION	Qty	Amount	Total
	BOARDING & SECURING			
	DEMOLITION			
	FILING FEES			
	HAZARDOUS MATERIALS			
	LEGAL ADVERTISING			
	POSTAGE			
9/30/2025	USPS 1st Class Mail	4	0.78	3.12
9/30/2025	Certified / Return Receipt	4	10.48	41.92
	PROPERTY CLEAN UP / MOWING			
5/14/2025	B&S Lawn Care - mowing	1	65.00	65.00
6/25/2025	B&S Lawn Care - mowing	1	65.00	65.00
7/23/2025	B&S Lawn Care - mowing	1	65.00	65.00
8/21/2025	B&S Lawn Care - mowing	1	65.00	65.00
			TOTAL AMOUNT DUE	305.04

If payment is not made within 30 days of receiving this invoice, a lien will be filed on the property under Arkansas law (AR CODE ANN. 14-54-903(b)). If still unpaid, a hearing will be held on November 24, 2025 at 6:00pm before the Bella Vista City Council to certify the debt for collection. The hearing will take place at the Bella Vista District Court, 2483 Forest Hills Blvd., Bella Vista, AR. You have the right to attend. For details, call (479) 876-1255.

PAYMENT DUE UPON RECEIPT.

PLEASE MAKE CHECK PAYABLE TO: CITY OF BELLA VISTA

REMIT PAYMENT TO: CITY OF BELLA VISTA, PO BOX 5655, BELLA VISTA, AR 72714

GREBEL, SUE E

5 CLACTON LN
BELLA VISTA, AR

Basic | Land | Sales | Valuation | Improvements | Parcel Boundary

Basic Info

Parcel Number:	16-11790-000
County Name:	Benton County
Property Address:	GREBEL, SUE E 5 CLACTON LN BELLA VISTA, AR **Map This Address**
Mailing Address:	GREBEL, SUE E 5 CLACTON LN BELLA VISTA AR 72715-2313
Collector's Mailing Address ?:	GREBEL SUE ELLEN 13 EVANS LN BELLA VISTA, AR 72715
Total Acres:	0.36
Timber Acres:	0.00
Sec-Twp-Rng:	28-21-31
Lot/Block:	5/2
Subdivision:	ESSEX SUB-BVV
Legal Description:	
School District:	CBV20 GRAVETTE (BELLA VISTA CITY)
Homestead Parcel?:	Yes
Tax Status:	Taxable
Over 65?:	Yes

B&S lawn care/Handyman

Billy Emmons
1620 Forest Drive, Centerton, AR, USA
4792445575
billyemmons@ymail.com

INVOICE
INV0047

DATE
05/14/2025

DUE
On Receipt

BALANCE DUE
USD $65.00

BILL TO

City of Bella Vista Attn: Bella Vista Police Department

PO Box 5655 Bella Vista, AR 72714
sfrederick@bellavistaar.gov

DESCRIPTION	RATE	QTY	AMOUNT
5 clacton mowing 5-14-25	$65.00	1	$65.00

TOTAL	$65.00
BALANCE DUE	USD $65.00

B&S lawn care/Handyman

Billy Emmons
1620 Forest Drive, Centerton, AR, USA
4792445575
billyemmons@ymail.com

INVOICE
INV0055

DATE
06/25/2025

DUE
On Receipt

BALANCE DUE
USD $65.00

BILL TO

City of Bella Vista Attn: Bella Vista Police Department

PO Box 5655 Bella Vista, AR 72714
sfrederick@bellavistaar.gov

DESCRIPTION	RATE	QTY	AMOUNT
5 clacton mowing 6-25-25	$65.00	1	$65.00

TOTAL	$65.00
BALANCE DUE	**USD $65.00**

B&S lawn care/Handyman

Billy Emmons
1620 Forest Drive, Centerton, AR, USA
4792445575
billyemmons@ymail.com

INVOICE
INV0057

DATE
07/23/2025

DUE
On Receipt

BALANCE DUE
USD $65.00

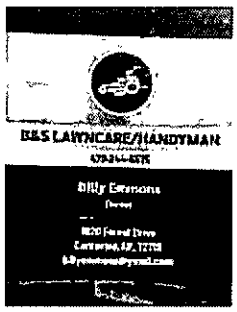
BILL TO

City of Bella Vista Attn: Bella Vista Police Department

PO Box 5655 Bella Vista, AR 72714
sfrederick@bellavistaar.gov

DESCRIPTION	RATE	QTY	AMOUNT
5 clacton 7-23	$65.00	1	$65.00

TOTAL	$65.00
BALANCE DUE	**USD $65.00**



B&S lawn care/Handyman

Billy Emmons
1620 Forest Drive, Centerton, AR, USA
4792445575
billyemmons@ymail.com

INVOICE
INV0061

DATE
08/21/2025

DUE
On Receipt

BALANCE DUE
USD $65.00

BILL TO

City of Bella Vista Attn: Bella Vista Police Department

PO Box 5655 Bella Vista, AR 72714
sfrederick@bellavistaar.gov

DESCRIPTION	RATE	QTY	AMOUNT
Mowing 5 clacton 8-21-25	$65.00	1	$65.00

TOTAL	$65.00
BALANCE DUE	**USD $65.00**

9589 0710 5270 2605 2996 57

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Bella Vista, AR 72715

Certified Mail Fee $ $5.30	0807 20
Extra Services & Fees (check box, add fee as appropriate) $ $4.40	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	09/30/2025
Total Postage and Fees $ $10.48	

Sent To: Sue E Grebel
Street and Apt. No., or PO Box No.: 13 Evans Lane
City, State, ZIP+4®: Bella Vista, AR 72715

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2605 2996 64

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Bella Vista, AR 72715

Certified Mail Fee $ $5.30	0807 20
Extra Services & Fees (check box, add fee as appropriate) $ $4.40	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	09/30/2025
Total Postage and Fees $ $10.48	

Sent To: Resident/Owner
Street and Apt. No., or PO Box No.: 5 Clacton Lane
City, State, ZIP+4®: Bella Vista, AR 72715

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2605 2996 88

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Little Rock, AR 72201

Certified Mail Fee $ $5.30	0807 20
Extra Services & Fees (check box, add fee as appropriate) $ $4.40	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	09/30/2025
Total Postage and Fees $ $10.48	

Sent To: Land Commissioner C/O Tommy Land
Street and Apt. No., or PO Box No.: State Capitol Bldg, 500 Woodlane St, Ste 109
City, State, ZIP+4®: Little Rock, AR 72201

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2605 2996 71

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Bella Vista, AR 72714

Certified Mail Fee $ $5.30	0807 20
Extra Services & Fees (check box, add fee as appropriate) $ $4.40	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	09/30/2025
Total Postage and Fees $ $10.48	

Sent To: Bella Vista POA Attn: Doug Macash
Street and Apt. No., or PO Box No.: PO Box 6210
City, State, ZIP+4®: Bella Vista, AR 72714

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Land Commissioner
c/o Tommy land
State Capitol Bldg.
500 Wood lane St. Ste 109
Little Rock, AR 72201

9590 9402 8527 3186 4184 05

2. Article Number *(Transfer from service label)*

9589 0710 5270 2605 2996 71

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x T. Dunhoo

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*: T. Dunhoo

C. Date of Delivery: 10-7-2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

OCT 7 2025

Commissioner of State Lands

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

ricted Delivery

Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bella Vista POA
Attn: Doug McCash
PO Box 6210
Bella Vista, AR 72714

9590 9402 8527 3186 4183 82

2. Article Number *(Transfer from service label)*

9589 0710 5270 2605 2996 88

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2025 OCT -8 A 9:

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

BELLA VISTA POLICE DEPT.
2483 Forest Hills Blvd.
Bella Vista, AR 72715

CERTIFIED MAIL®

9589 0710 5270 2605 2996 57

U.S. POSTAGE PAID
FCM LETTER
BELLA VISTA, AR 72715
SEP 30, 2025

$10.48

S2324P503508-20

72715

RDC 99

Sue E. Grebel
13 Evans Lane
Bella Vista, AR 72715

1025

NIXIE 722 DE 1 0010/27/25
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
UNC BC: 72715301583 *1255-02397-27-29
72715>3015

BELLA VISTA POLICE DEPT.
2483 Forest Hills Blvd.
Bella Vista, AR 72715

CERTIFIED MAIL®

9589 0710 5270 2605 2996 64

U.S. POSTAGE PAID
FCM LETTER
BELLA VISTA, AR 72715
SEP 30, 2025

$10.48

S2324P503508-20

72715

RDC 99

Retail

2025 OCT -6 A 10:00
BELLA VISTA
PUBLIC SAFETY

VAC
R26
JEL

Resident/Owner
5 Clacton Lane
Bella Vista, AR 72715

V
72715>3(

BELLA VISTA POLICE DEPT.
2483 Forest Hills Blvd.
Bella Vista, AR 72715

VAC
R26
PFL

Resident/Owner
5 Clacton Lane
Bella Vista, AR 72715

NIXIE 722 DE 1 0010/03/25
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 72715301583 *1255-01138-03-45

VAC
72715>3015

BELLA VISTA POLICE DEPT.
2483 Forest Hills Blvd.
Bella Vista, AR 72715

Sue E. Grebel
13 Evans Lane
Bella Vista, AR 72715

NIXIE 722 FE 1 0010/03/25
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 72715301583 *1255-04723-03-44

UTF
72715>3015

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE BENTON COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTIES AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES BY THE CITY OF BELLA VISTA

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Bella Vista has corrected conditions existing on certain lots or other real property within the City of Bella Vista and is entitled to compensation pursuant to Ark. Code Ann. § 14-54-904; and

WHEREAS, State law also provides for a lien against the subject properties, with the amount of lien to be determined by the City Council at a hearing held after notice to the owner thereof by certified mail or publication (see Exhibit "A" attached hereto), with said amount (plus a ten percent collection penalty) to be thereafter certified to the Benton County Tax Collector; and

WHEREAS, a hearing for the purpose of determining such liens has been set on November 24,2025, in order to allow for service of the attached notice of same upon the listed property owners, by certified mail or publication as is necessary; and

WHEREAS, the costs of abatement and the properties affected are:

Last Known Registered Owner	Address	Parcel Number	Total
Sue E. Grebel	13 Evans Lane	16-11790-000	$305.04

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

SECTION 1: After notice to property owners, a public hearing was held on November 24, 2025, for the purpose of determining the amount of liens, if any, to be filed against certain real property as the result of grass cutting and abatement of other nuisances by the City of Bella Vista.

SECTION 2: The monies, as determined by this hearing, are reimbursable to the City of Bella Vista for cleanup of the indicated properties.

SECTION 3: The incurred expenses, as indicated above, plus a penalty of 10% for collection, be certified by the City Clerk of Bella Vista to the Benton County Tax Collector, and placed by him/her on the tax books as delinquent taxes, and collected accordingly, and the amount, less 3% thereof, when so collected shall be paid to the City of Bella Vista.

ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

_____
Mayor John D. Flynn

ATTEST:

_____
Wanda Krug
City Clerk

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