



Bella Vista City Council Work Session Meeting Agenda

Date/Time: March 16, 2026
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. February 23, 2026, City Council Regular Meeting

III. Unfinished Business

IV. New Business

See meeting packet for complete ordinances and resolutions.

B. **ORDINANCE:** AMENDING ORDINANCE NO. 2021-23 TO MODIFY AND SET NEW DEVELOPMENT IMPACT FEES, AND FOR OTHER PURPOSES

C. **ORDINANCE:** WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR THE PURCHASE OF A 2026 FORD TRANSIT VAN FOR USE BY THE POLICE

DEPARTMENT

- D. **ORDINANCE:** PROHIBITING CAMPING AND VEHICLE HABITATION ON CERTAIN PUBLIC PROPERTY, PROVIDING DEFINITIONS, ESTABLISHING ENFORCEMENT PROCEDURES, PROVIDING EXEMPTIONS, PROVIDING PENALTIES, AND FOR OTHER PURPOSES
- E. **ORDINANCE:** AMENDING ORDINANCE NO. 2025-16 ESTABLISHING A BUSINESS LICENSE TO EXEMPT SHORT-TERM RENTAL MANAGEMENT BUSINESSES FROM THE LICENSING REQUIREMENT, AND FOR OTHER PURPOSES
- F. **ORDINANCE:** REQUIRING THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION TO PUBLISH FINANCIAL STATEMENTS ON ITS OFFICIAL WEBSITE, AND FOR OTHER PURPOSES
- G. **RESOLUTION:** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$61,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2025
- H. **RESOLUTION:** AMENDING THE 2026 CITY BUDGET TO RE-APPROPRIATE UNSPENT DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2025

V. Discussion Items

- I. Proposed Increase in Ambulance Fees, pursuant to a change in state law: Chief Steve Sims.
- J. Fiscal Year 2027 NWARPC Grant Application: Planning and Development Department

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

February 23, 2026 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 Isbell, Honchell, Harp, Hughes, Newport, and Wilms 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.

Tom Guarino, 86 Islay Dr. Tom came to speak on behalf of the Bella Vista Townhouse Association, representing 1,048 town homes and 360 acres of common property. He wanted to reach out to introduce the association to the City and bring up some of their challenges, namely deteriorating walls and streets. He will meet with Mayor Flynn next week to discuss ideas for solutions, in cooperation with the City.

Joel Steinle, 53 Melbourn Dr. Joel came to speak about seizure awareness in Bella Vista and shared a personal story related to his nocturnal epilepsy. Out of 7 seizures that he had since diagnosis at age 16, during 3 of those he became violent during the phase immediately following the seizure. In August 2024, he had one of those events, and he believes his constitutional rights were violated by the way the Police Department responded to him. In his opinion, his medical emergency was responded to with indifference, and he felt like he was being treated like a criminal. He believes more training is needed for police officers to differentiate nuance between crimes and medical emergencies.

Council Member Reply Council Member Hughes thanked Tom for coming and hopes the City and the POA can achieve great relationships with the Townhouse Association. She thanked Joel for coming to speak, and she hopes he is doing better and getting the treatment he needs. Council Member Wilms apologized on behalf of the City for the unusual events that transpired with Mr. Steinle. Attorney Kelley interrupted and stated that when a matter is currently in court, it is best not to address it specifically in terms of facts that may not be known.

Reports

Monthly Financial Report: Mayor John Flynn Mayor Flynn noted that last month he covered the time period ending November 30, 2025. The December 2025 year-end report takes longer to complete and was not yet available. He mentioned several items that concern residents, namely the Dec. 3rd Special Meeting related to the Bond. This is the extension of the 1% sales tax bond. The trustee on the new version will be Bank OZK. The city's financial advisor is the same as it was with the first bond, Raymond James, out of the Little Rock office. The two underwriters are Cruze and Associates, Inc. and Stephens, Inc., which are the same as the first bond underwriters. Finance Director Hall, and he wanted to put the bonds out for bid to be fair to taxpayers, and he was pleased that those two Arkansas companies got it. The bond will close on March 20, 2026, and the City did receive an AA rating. When it closes in March, the city will have a take-down of \$25 million which will pay off the old 1% bond and pay off the revenue bond — \$8.7 million total. \$16.4 million is for new projects, although not for all new projects. Any projects started must be completed in three years, so a second take-down will occur in several years for Fire Station #5 and the pumper firetruck, which has already been ordered but takes 35 months to receive. An interest rate of 3.76% was achieved, and the estimated payoff is 7.5 years, assuming there is no increase in our sales tax receipts, which is highly unlikely.

Awards to History Museum: Mayor John Flynn Mayor Flynn presented Certificates of Recognition to Xyta Lucas and Dale Phillips for the time and energy spent across many years to research and preserve the history of Bella Vista. They provide interesting education, have become trusted sources of knowledge, and ensured the lasting preservation of Bella Vista's beginnings.

A third Certificate was presented to the Bella Vista Historical Museum in recognition of all those who serve the residents and visitors of Bella Vista by giving their time and energy to help preserve the history of our city. It has become a treasure within the city, full of information, exhibits, and artifacts.

Consent Agenda Mayor Flynn introduced the items on the Consent Agenda. Council Member Hughes made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed 6-0.**

Approval of Minutes:

February 3, 2026, City Council Special Meeting

January 26, 2026, City Council Regular Meeting

(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.**

Unfinished Business

ORDINANCE: MANDATING THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION PUBLISH AND INDEFINITELY MAINTAIN APPROVED COMMISSION MEETING MINUTES ON ITS OFFICIAL WEBSITE, AND FOR OTHER PURPOSES Mayor Flynn read the ordinance for the second time. Council Member Harp explained the purpose behind this ordinance was for transparency for taxpayers, because the A&P collects over \$500,000 per year in taxes with little oversight by the City. Council Member Hughes asked about an amendment submitted by Council Member Wilms, and he said yes, his amendment was written up by Attorney Kelley and was in the packet. **Council Member Wilms made a motion to amend the ordinance according to his amendment, seconded by Council Member Hughes.** Council Member Isbell noted there was a level of oversight in place with two Council Members sitting on the Commission, but agrees with the amended ordinance. Council Member Hughes mentioned that Arkansas cities are required to post Minutes for 2 years and that requirement would be enough for the A&P Commission. **Roll Call Vote: (Ayes: 5/Nays: 1 Harp) Passed: 5-1.** Council Member Hughes made a motion to suspend the rules and move to third and final reading, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.** Council Member Hughes made a motion to approve the ordinance as amended, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

New Business

RESOLUTION: AWARDING BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN THE TOTAL AMOUNT OF \$43,990.00 FOR THE PURCHASE OF ONE (1) CHEVROLET SILVERADO 1500 4WD PICKUP FOR USE BY THE PLANNING AND DEVELOPMENT DEPARTMENT Mayor Flynn read the resolution. Council Member Harp asked about unassigned vehicles in the city and why those can't be used for this purpose, instead of purchasing a new one. Mayor Flynn explained that unassigned vehicles belong to departments, and most of the unassigned ones are in the Police pool of vehicles. Council Member Hughes made a motion to approve, seconded by Council Member Wilms. **Roll Call Vote: (Ayes: 4/Nays: 1 Harp/Abstain: 1 Wilms) Passed: 4-1, 1 abstain.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF ERIC FATKIN TO THE PUBLIC SAFETY ADVISORY COMMITTEE FOR A TERM ENDING DECEMBER

31, 2027 Mayor Flynn read the resolution. Council Member Hughes made a motion to approve, seconded by Council Member Newport. **Roll Call Vote: (Yays: 6/Nays: 0) Passed 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF ROBERTO SAEZ TO THE PUBLIC SAFETY ADVISORY COMMITTEE FOR A TERM ENDING DECEMBER 31, 2027 Mayor Flynn read the resolution. Council Member Hughes made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Yays: 6/Nays: 0) Passed 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF BETH SHAW TO THE PUBLIC SAFETY ADVISORY COMMITTEE FOR A TERM ENDING DECEMBER 31, 2027 Mayor Flynn read the resolution. Council Member Harp made a motion to approve, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF BILLY WENZEL TO THE PUBLIC SAFETY ADVISORY COMMITTEE FOR A TERM ENDING DECEMBER 31, 2027 Mayor Flynn read the resolution. Council Member Hughes made a motion to approve, seconded by Council Member Harp. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF KEVIN ATTLESON TO THE PUBLIC SAFETY ADVISORY COMMITTEE FOR A TERM ENDING DECEMBER 31, 2027 Mayor Flynn read the resolution. Council Member Hughes made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF JB PORTILLO FOR PLANNING COMMISSION FOR A TERM EXPIRING MARCH 1, 2030 Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPROVING THE REAPPOINTMENT OF CLAYTON SEDBERRY TO THE PLANNING COMMISSION FOR A TERM EXPIRING MARCH 1, 2030 Mayor Flynn read the resolution. Council Member Wilms made a motion to approve the resolution, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF KENNY WILLIAMS TO THE ACTIVE TRANSPORTATION ADVISORY BOARD FOR A THREE-YEAR TERM BEGINNING MARCH 1, 2026 Mayor Flynn read the resolution. Council Member Hughes made a motion to approve, seconded by Council Member Isbell. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF ABBIE SEIDEL TO THE ACTIVE TRANSPORTATION ADVISORY BOARD POSITION 5 FOR A TERM EXPIRING MARCH 1, 2029 Mayor Flynn read the resolution. Council Member

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

RESOLUTION: APPROVING THE MAYOR'S REAPPOINTMENT OF ISAAC MERRIMAN TO THE ACTIVE TRANSPORTATION ADVISORY BOARD AS AN EX-OFFICIO YOUTH MEMBER FOR A TERM EXPIRING MARCH 1, 2027 Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

RESOLUTION: APPOINTING ANNA ISBELL TO SERVE AS A CITY GOVERNING BODY MEMBER OF THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION EFFECTIVE IMMEDIATELY, REPLACING JOHN FLYNN Mayor Flynn read the resolution. Council Member Wilms made a motion to approve, seconded by Council Member Hughes. **Roll Call Vote: (Ayes: 6/Nays: 0) Passed: 6-0.**

Announcements

- Next City Council Work Session: 5:30 pm Monday, March 16, at Bella Vista District Court
- Next City Council Regular Meeting: 6:00 pm Monday, March 23, at Bella Vista District Court
- Planning Commission Work Session: 4:30 pm Thursday, February 26, at Bella Vista District Court
- Planning Commission Regular Meeting: 4:30 pm, or immediately following BZA, Monday, March 9 at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, March 10, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

Adjournment by Mayor Flynn at 6:34 pm.

City Clerk Wanda Lepillez Krug

Mayor John D. Flynn



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 16, 2026	Wanda Krug, City Clerk	ORDINANCE: AMENDING ORDINANCE NO. 2021-23 TO MODIFY AND SET NEW DEVELOPMENT IMPACT FEES, AND FOR OTHER PURPOSES

AGENDA ITEM # IV.B

ORDINANCE: AMENDING ORDINANCE NO. 2021-23 TO MODIFY AND SET NEW DEVELOPMENT IMPACT FEES, AND FOR OTHER PURPOSES

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ordinance Impact Fee Amended
2. Bella Vista AR Impact Fee Study 2.20.26

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING ORDINANCE NO. 2021-23 TO MODIFY AND SET NEW DEVELOPMENT IMPACT FEES, AND FOR OTHER PURPOSES

WHEREAS, in Ordinance No. 2021-23, the City established and imposed impact fees on new development to finance public facilities necessitated by such development; and

WHEREAS, the City has further studied the necessity for and implications of the adoption of additional or modified impact fees for various public facilities; and

WHEREAS, the City Council has determined that impact fees are appropriate for funding public facilities;

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

SECTION 1: The definition of “Public Facilities” provided in Section 1 of Ordinance No. 2021-23 is hereby amended so that, after amendment, the definition shall read as follows:

“**Public Facilities**” means public-owned facilities that are one (1) or more of the following systems or a portion of those systems:

1. Police or public safety;
2. Fire protection;
3. Library collection materials; and
4. Parks, open space, and recreation areas.”

SECTION 2: Section 3 of Ordinance No. 2021-23 is hereby amended so that, after amendment, the Section shall read as follows:

“SECTION 3. DEVELOPMENT IMPACT FEE SCHEDULE

A. Residential Development Impact Fee Schedule.

1. Residential Development Impact Fee Schedule Table

Residential Development	Fees per Unit				
Development Type	Fire/EMS	Police	Library	Recreation (paved trails)	Total
Single Family	\$1,500	\$484	\$64	\$207	\$2,255
Multifamily	\$1,128	\$364	\$48	\$156	\$1,696

B. Nonresidential Development Impact Fee Schedule.

1. Nonresidential Development Impact Fee Schedule Table

Nonresidential Development	Fees per 1,000 square feet				
Development Type	Fire/EMS	Police	Library	Recreation (paved trails)	Total
Retail	\$2,657	\$873	\$0	\$192	\$3,722
Office	\$1,255	\$412	\$0	\$295	\$1,962
Institutional	\$1,247	\$410	\$0	\$259	\$1,916
Industrial	\$564	\$185	\$0	\$142	\$891

“

ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

 JOHN D. FLYNN
 MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Impact Fee Study

Prepared for:
Bella Vista, Arkansas

February 20, 2026



4701 Sangamore Road
Suite S240
Bethesda, MD 20816
301.320.6900
www.TischlerBise.com

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EXECUTIVE SUMMARY

Bella Vista, Arkansas, contracted with TischlerBise, Inc., to prepare an impact fee program for the City. Impact fees are one-time payments used to construct system improvements needed to accommodate future development. The fee represents future development's proportionate share of infrastructure costs. Impact fees may be used for infrastructure improvements or debt service for growth-related infrastructure. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This fee study includes the following capital facilities:

1. Fire/EMS
2. Police
3. Library
4. Pathways

GENERAL LEGAL FRAMEWORK

Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. Land use regulations, development exactions, and impact fees are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services. The means to this end are also important, requiring both procedural and substantive due process. The process followed to receive community input, with stakeholder meetings, work sessions, and public hearings provide opportunity for comments and refinements to the impact fees.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an "essential nexus" between the exaction and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). In a more recent case (*Dolan v. City of Tigard, OR*, 1994), the Court ruled that an exaction also must be "roughly proportional" to the burden created by development. However, the *Dolan* decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as impact fees.

There are three reasonable relationship requirements for impact fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: need, benefit, and proportionality. The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. Individual elements of the nexus standard are discussed further in the following paragraphs.

All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the capacity of facilities is not increased to satisfy that additional demand, the quality, or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of growth-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on infrastructure needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to impact fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify growth-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development (e.g., a typical housing unit's average weekday vehicle trips).

A sufficient benefit relationship requires that impact fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Impact fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the state enabling legislation requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, benefit may extend to a general area including multiple real estate developments. All of these procedural, as well as substantive, issues are intended to ensure that new development benefits from the impact fees they are required to pay. The authority and procedures to implement impact fees is separate from and complementary to the authority to require improvements as part of subdivision or zoning review.

CONCEPTUAL IMPACT FEE CALCULATION

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the impact fee formula is to determine infrastructure units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park improvements.

METHODOLOGY

Impact fees for the capital facilities made necessary by future development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate impact fees. They examine the past, present, and future status of infrastructure. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components. Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of growth-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating impact fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

EVALUATION OF CREDITS

There are two types of credits that should be addressed in impact fee studies and ordinances. The first type of credit is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the impact fee. This type of credit is integrated into the fee calculation, thus reducing the fee amount.

The second type of credit is a site-specific credit, or developer reimbursement, for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the impact fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements. [REDACTED]

IMPACT FEE SUMMARY

IMPACT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and capital facilities for each infrastructure category.

Figure 1: Proposed Impact Fee Service Areas, Methodologies, and Capital Facilities

Fee Category	Service Area	Incremental Expansion	Plan-Based	Cost Allocation
Library	Citywide	Library Collection	n/a	Persons
Fire	Citywide	Fire Facilities, Fire Apparatus	n/a	Persons, Vehicle Trips
Police	Citywide	Police Vehicles, Police Equipment	Police Facilities	Persons, Vehicle Trips
Paved Pathways	Citywide	Citywide Benefiting Pathways	n/a	Persons, Jobs

PROPOSED IMPACT FEES

Proposed impact fees for residential development will be assessed per dwelling unit, based on the type of unit. Nonresidential impact fees will be assessed per 1,000 square feet of floor area, based on the type of development. Proposed impact fees are shown below in Figure 2.

Fees shown below represent the maximum allowable fees. Bella Vista may adopt fees that are less than the amounts shown; however, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements and/or a decrease in the City's level-of-service standards. All costs are in current dollars with no assumed inflation rate over time. If cost estimates change significantly over time, impact fees should be recalibrated.

Figure 2: Proposed Impact Fees

Development Type	Library	Fire	Police	Pathways	Maximum Supportable Fee	Current Fee	Change
Residential (per housing unit by square feet)							
Single Family	\$64	\$1,500	\$484	\$207	\$2,255	\$1,143	\$1,112
Multifamily	\$48	\$1,128	\$364	\$156	\$1,696	\$619	\$1,077
Nonresidential (per 1,000 square feet)							
Retail	\$0	\$2,657	\$873	\$192	\$3,722	\$3,344	\$378
Office	\$0	\$1,255	\$412	\$295	\$1,962	\$1,354	\$608
Institutional	\$0	\$1,247	\$410	\$259	\$1,916	\$1,354	\$562
Industrial	\$0	\$564	\$185	\$142	\$891	\$692	\$199

FIRE/EMS IMPACT FEES

METHODOLOGY

The Fire/EMS impact fees include components for stations space and apparatus. The *incremental expansion* methodology is used for stations and apparatus. Infrastructure costs to future development allocated to both residential and nonresidential growth using functional population to determine proportionate share factors.

SERVICE AREA

The City of Bella Vista provides Fire/EMS services throughout Bella Vista; therefore, there is a single service area for the Fire/EMS impact fees.

PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The Fire/EMS impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2022 population and employment data, from the U.S Census Bureau, TischlerBise can calculate the functional population within Bella Vista. Residential development accounts for approximately 91 percent of functional population and nonresidential development is responsible for the remaining 9 percent.

Figure F1: Proportionate Share

City of Bella Vista (2022)			
Residential		<i>Demand</i>	<i>Person</i>
Population*	30,159	<i>Hours/Day</i>	<i>Hours</i>
Residents Not Working	17,509	22	385,198
Employed Residents	12,650		
Employed in Bella Vista	784	16	12,544
Employed outside Bella Vista	11,866	16	189,856
			Residential Subtotal 587,598
			Residential Share => 91%
Nonresidential			
Non-working Residents	17,509	2	35,018
Jobs Located in Bella Vista	2,513		
Residents Employed in Bella Vista	1,729	8	13,832
Non-Resident Workers (inflow commuters)	784	8	6,272
			Nonresidential Subtotal 55,122
			Nonresidential Share => 9%
			TOTAL 642,720

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, 2022 American Community Survey 5-Year Estimates

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on persons per housing unit. Since the breakdown of nonresidential calls for service is not by specific nonresidential use (i.e., retail, office, industrial, etc.), TischlerBise recommends using average weekday vehicle trips as the best demand indicator for Fire/EMS infrastructure. Trip generation rates are highest for commercial development, such as a shopping center, and lowest for industrial/warehouse development. Office/institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for Fire/EMS services from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, do not accurately reflect the demand for Fire/EMS services. If employees per 1,000 square feet of building area were used as the demand indicator, Fire/EMS impact fees would be too high for office/institutional development.

IMPACT FEE COMPONENTS

Fire/EMS Stations – Incremental Expansion

As a result of anticipated development, the City of Bella Vista plans to expand its current inventory of Fire/EMS station space to serve future development. As shown in Figure F2, the current inventory includes 28,824 square feet at an estimated replacement cost of \$12,970,800. This replacement cost is based on the anticipated per square foot cost to construction planned stations 5 and 6 (\$450 per square foot).

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The existing level of service for residential development is 0.738 square feet per person (26,230 square feet X 91 percent residential share / 35,551 persons). The existing nonresidential level of service is 0.254 square feet per nonresidential vehicle trip (2,594 square feet X 9 percent nonresidential share / 10,209 vehicle trips). Using the future construction cost of \$450 per square foot, the Fire/EMS station cost is \$332.01 per person (0.738 square feet per person X \$450 per square foot) and \$114.35 per nonresidential vehicle trip (0.254 square feet per trip X \$450 per square foot).

Figure F2: Fire/EMS Station Level of Service and Cost Allocation

Fire/EMS Facilities	Square Feet	Current Cost per Unit	Replacement Cost
Town Center Central Fire	6,824	\$450	\$3,070,800
Trafalgar Rd Station 2	5,000	\$450	\$2,250,000
Highlands Gate Station	9,200	\$450	\$4,140,000
Branch Wood Station	7,800	\$450	\$3,510,000
Total	28,824		\$12,970,800

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	91%	9%
Share of Square Feet	26,230	2,594
2025 Population/Nonres. Vehicle Trips	35,551	10,209
Square Feet per Person/Vehicle Trip	0.738	0.254

Cost Analysis	Residential	Nonresidential
Square Feet per Person/Vehicle Trip	0.738	0.254
Average Cost per Square Foot [1]	\$450	\$450
Capital Cost per Person/Vehicle Trip	\$332.01	\$114.35

Source: City of Bella Vista Fire Department
[1] Anticipated fire station construction cost

Fire/EMS Apparatus – Incremental Expansion

The City of Bella Vista plans to expand its current inventory of Fire/EMS apparatus to serve future development. The current inventory includes 14 units with a total replacement cost of \$16,600,000 in current pricing. This results in an average cost per unit of \$1,185,714 per unit.

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The existing level of service for residential development is 0.00036 units per person (14 units X 91 percent residential share / 35,551 persons). The existing nonresidential level of service is 0.00012 units per nonresidential vehicle trip (14 units X 9 percent nonresidential share / 10,209 trips). Using the average cost of \$1,185,714 per unit, the Fire/EMS apparatus cost is \$424.91 per person (0.00036 units per person X \$1,185,714 per unit) and \$146.34 per nonresidential trip (0.00012 units per trip X \$1,185,714 per unit).

Figure F3: Fire/EMS Apparatus Level of Service and Cost Allocation

Apparatus	Units	Current Cost per Unit	Replacement Cost
Pumper Truck	5	\$1,400,000	\$7,000,000
Ladder Truck	2	\$2,000,000	\$4,000,000
Rescue Truck	1	\$2,300,000	\$2,300,000
Ambulance	6	\$550,000	\$3,300,000
Total	14	\$1,185,714	\$16,600,000

Level-of-Service Standards	Residential	Nonres
Proportionate Share	91%	9%
Share of Fleet	12.7	1.3
2025 Population/Nonres. Vehicle Trips	35,551	10,209
Units per Person/Vehicle Trip	0.00036	0.00012

Cost Analysis	Residential	Nonres
Units per Person/Vehicle Trip	0.00036	0.00012
Average Cost per Unit	\$1,185,714	\$1,185,714
Capital Cost per Person/Vehicle Trip	\$424.91	\$146.34

Source: City of Bella Vista Fire Department

PROJECTED DEMAND

Fire/EMS Stations

Based on a projected population increase of 11,872 persons over the next 10 years, future residential development demands an additional 8,759 square feet (11,872 additional persons X 0.738 square feet per person). With a projected 2,982 increase in nonresidential vehicle trip ends over the next 10 years, future nonresidential development demands an additional 758 square feet (2,982 additional trips X 0.254 square feet per trip). Future development demands an additional 9,517 square feet of Fire/EMS station space at a cost of \$4,282,490 (9,517 square feet X \$450 per square foot).

Figure F5: Projected Demand for Fire Station Facilities

Infrastructure	Level of Service			Cost/Unit
Fire Stations	Residential	0.738	Square Feet	per person
	Nonresidential	0.254		per vehicle trip
				\$450

Growth-Related Need for Fire Stations						
Year		Population	Nonres. Vehicle Trips	Residential Square Feet	Nonresidential Square Feet	Total Square
Base	2025	35,551	10,209	26,230	2,594	28,824
Year 1	2026	36,738	10,474	27,106	2,661	29,767
Year 2	2027	37,925	10,746	27,982	2,731	30,712
Year 3	2028	39,112	11,025	28,858	2,801	31,659
Year 4	2029	40,300	11,311	29,733	2,874	32,608
Year 5	2030	41,487	11,605	30,609	2,949	33,558
Year 6	2031	42,674	11,906	31,485	3,025	34,511
Year 7	2032	43,861	12,215	32,361	3,104	35,465
Year 8	2033	45,048	12,532	33,237	3,184	36,421
Year 9	2034	46,235	12,857	34,113	3,267	37,380
Year 10	2035	47,423	13,191	34,989	3,352	38,341
Ten-Year Increase		11,872	2,982	8,759	758	9,517
Projected Expenditure				\$3,941,504	\$340,987	\$4,282,490

Growth-Related Expenditures for Fire Stations	\$4,282,490
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Fire/EMS Apparatus

Based on a projected population increase of 11,872 persons over the next 10 years, future residential development demands an additional 4.3 units of Fire/EMS apparatus (11,872 additional persons X 0.00036 units per person). With projected growth of 2,982 nonresidential vehicle trips over the next 10 years, future nonresidential development demands an additional 0.4 units of Fire/EMS apparatus (2,982 additional trips X 0.00012 units per nonresidential vehicle trip). Future development demands an additional 4.6 units of Fire/EMS apparatus at a cost of \$5,480,721 (4.6 units X \$1,185,714 per unit).

Figure F6: Projected Demand for Fire/EMS Apparatus

Infrastructure	Level of Service			Cost/Unit	
Fire Apparatus	Residential	0.00036	Units	per person	\$1,185,714
	Nonresidential	0.00012		per vehicle trip	

Growth-Related Need for Fire Apparatus						
Year		Population	Nonres. Vehicle Trips	Residential Units	Nonresidential Units	Total Units
Base	2025	35,551	10,209	12.7	1.3	14.0
Year 1	2026	36,738	10,474	13.2	1.3	14.5
Year 2	2027	37,925	10,746	13.6	1.3	14.9
Year 3	2028	39,112	11,025	14.0	1.4	15.4
Year 4	2029	40,300	11,311	14.4	1.4	15.8
Year 5	2030	41,487	11,605	14.9	1.4	16.3
Year 6	2031	42,674	11,906	15.3	1.5	16.8
Year 7	2032	43,861	12,215	15.7	1.5	17.2
Year 8	2033	45,048	12,532	16.1	1.5	17.7
Year 9	2034	46,235	12,857	16.6	1.6	18.2
Year 10	2035	47,423	13,191	17.0	1.6	18.6
Ten-Year Increase		11,872	2,982	4.3	0.4	4.6
Projected Expenditure				\$5,044,327	\$436,394	\$5,480,721

Growth-Related Expenditures for Fire Apparatus | \$5,480,721

CREDIT FOR FUTURE DEBT PAYMENTS

To ensure fee-payers avoid potential double payment for annual debt service, TischlerBise included a credit in the development impact fee calculations for the debt issued for Fire Station 5 that was included in the recently passed 2026 Sales and Use Tax Bond. As part of this bond referendum, \$6 million was included for Fire Station 5, a replacement fire truck and two ambulance remounts.

The repayment of annual debt service is allocated to residential and nonresidential development via functional population. Estimated annual principal payments are divided by population/nonresidential vehicle trips to yield principal payments per person/trip. To account for the time value of money, annual payments are discounted using a net present value formula based on the applicable discount (interest) rate. This results in a credit of \$81.33 per person and \$29.12 per nonresidential vehicle trip.

Figure F7: Principal Payment Credit for Fire/EMS Impact Fees

Total		Residential Share			Nonresidential Share (100%)		
Date	Total Principal	Residential Share of Principal Payment	Population	Principal Payment per Person	Nonresidential Share of Principal	Nonresidential Vehicle Trips	Principal Payment per Vehicle Trip
2026	\$300,000	\$273,000	36,738	\$7.43	\$27,000	10,209	\$2.64
2027	\$300,000	\$273,000	37,925	\$7.20	\$27,000	10,474	\$2.58
2028	\$300,000	\$273,000	39,112	\$6.98	\$27,000	10,746	\$2.51
2029	\$300,000	\$273,000	40,300	\$6.77	\$27,000	11,025	\$2.45
2030	\$300,000	\$273,000	41,487	\$6.58	\$27,000	11,311	\$2.39
2031	\$300,000	\$273,000	42,674	\$6.40	\$27,000	11,605	\$2.33
2032	\$300,000	\$273,000	43,861	\$6.22	\$27,000	11,906	\$2.27
2033	\$300,000	\$273,000	45,048	\$6.06	\$27,000	12,215	\$2.21
2034	\$300,000	\$273,000	46,235	\$5.90	\$27,000	12,532	\$2.15
2035	\$300,000	\$273,000	37,925	\$7.20	\$27,000	12,857	\$2.10
2036	\$300,000	\$273,000	48,634	\$5.61	\$27,000	13,191	\$2.05
2037	\$300,000	\$273,000	49,876	\$5.47	\$27,000	13,533	\$2.00
2038	\$300,000	\$273,000	51,150	\$5.34	\$27,000	13,885	\$1.94
2039	\$300,000	\$273,000	52,456	\$5.20	\$27,000	14,245	\$1.90
2040	\$300,000	\$273,000	53,796	\$5.07	\$27,000	14,615	\$1.85
2041	\$300,000	\$273,000	55,170	\$4.95	\$27,000	14,994	\$1.80
2042	\$300,000	\$273,000	56,579	\$4.83	\$27,000	15,383	\$1.76
2043	\$300,000	\$273,000	58,024	\$4.70	\$27,000	15,783	\$1.71
2044	\$300,000	\$273,000	59,506	\$4.59	\$27,000	16,192	\$1.67
2045	\$300,000	\$273,000	61,026	\$4.47	\$27,000	16,613	\$1.63
Total	\$6,000,000	\$5,460,000		\$116.99	\$540,000		\$41.92

Discount Rate	4.1%
Net Present Value	\$81.33

Discount Rate	4.1%
Net Present Value	\$29.12

PROPOSED FIRE/EMS IMPACT FEES

Infrastructure components and cost factors for Fire/EMS impact fees are summarized in the upper portion of Figure F8. For Fire/EMS impact fees, the capital cost is \$675.60 per person and \$231.57 per trip end.

Fire/EMS impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$1,500 is calculated using a cost of \$675.60 per person multiplied by a demand unit of 2.22 persons per housing unit.

Nonresidential impact fees are assessed according to the average weekday vehicle trip ends by type of development. The industrial fee of \$564 per 1,000 square feet of floor area is derived from a cost of \$231.57 per trip multiplied by a demand unit of 2.44 trips per 1,000 square feet.

Figure F8: Schedule of Maximum Allowable Fire/EMS Impact Fees

Fee Component	Cost per Person	Cost per Vehicle Trip
Fire Stations	\$332.01	\$114.35
Fire Apparatus	\$424.91	\$146.34
Gross Total	\$756.92	\$260.69
Sales and Use Tax Bond Credit	(\$81.33)	(\$29.12)
Net Total	\$675.60	\$231.57

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee	Current Fee	Change
Residential (per housing unit)				
Single Family	2.22	\$1,500	\$788	\$712
Multifamily	1.67	\$1,128	\$428	\$700

Nonresidential

Development Type	Vehicle Trips per 1,000 Sq.	Maximum Supportable Fee	Current Fee	Change
Nonresidential (per 1,000 square feet)				
Retail	11.47	\$2,657	\$2,992	(\$335)
Office	5.42	\$1,255	\$1,169	\$86
Institutional	5.39	\$1,247	\$1,169	\$78
Industrial	2.44	\$564	\$595	(\$31)

PROJECTED FIRE/EMS IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections, shown in Appendix A, and the proposed Fire/EMS impact fees shown in Figure F8. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue over the next 10 years equals \$8,711,848 and total projected expenditures equal \$18,358,603.

Figure F9: Projected Fire/EMS Impact Fee Revenue

Infrastructure Costs for Fire Facilities

	Total CIP Cost
Central Station Expansion	\$5,538,600
Fre Station 5	\$3,285,000
Fre Station 6	\$3,285,000
New Ladder Truck	\$2,000,000
New Pumper	\$1,400,000
New Rescue Truck	\$2,300,000
New Ambulance	\$550,000
Total Expenditures	\$18,358,600

Projected Development Impact Fee Revenue

		Single Family \$1,500 per unit	Multifamily \$1,128 per unit	Retail \$2,657 per KSF	Office \$1,255 per KSF	Industrial \$564 per KSF	Institutional \$1,247 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2025	15,823	499	486	240	172	541
1	2026	16,357	500	499	246	176	555
2	2027	16,891	501	512	253	181	570
3	2028	17,425	502	525	259	185	584
4	2029	17,959	503	539	266	190	600
5	2030	18,493	504	553	273	195	615
6	2031	19,027	505	567	280	200	631
7	2032	19,561	506	582	287	205	647
8	2033	20,095	507	597	295	211	664
9	2034	20,629	508	612	302	216	681
10	2035	21,163	509	628	310	222	699
Ten-Year Increase		5,340	10	142	70	50	158
Projected Revenue		\$8,010,000	\$11,280	\$377,242	\$87,951	\$28,282	\$197,093
Projected Revenue							\$8,711,848
Projected Expenditures							\$18,358,600
Non-Impact Fee Funding							\$9,646,752

POLICE IMPACT FEES

METHODOLOGY

The Police impact fees include components for Police special operations space, and vehicles/equipment. The *incremental expansion* methodology is used for Police vehicles and equipment. The *plan-based* methodology is used for special operations facilities. Police infrastructure costs to future development allocated to both residential and nonresidential growth using functional population to determine proportionate share factors.

SERVICE AREA

The City of Bella Vista provides Police services throughout Bella Vista; therefore, there is a single service area for the Police impact fees.

PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The Police impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2022 population and employment data, from the U.S Census Bureau, TischlerBise can calculate the functional population within Bella Vista. Residential development accounts for approximately 91 percent of functional population and nonresidential development accounts for the remaining 9 percent.

Figure P1: Proportionate Share

City of Bella Vista (2022)			
		Demand Hours/Day	Person Hours
Residential			
Population*	30,159		
Residents Not Working	17,509	22	385,198
Employed Residents	12,650		
Employed in Bella Vista	784	16	12,544
Employed outside Bella Vista	11,866	16	189,856
			Residential Subtotal 587,598
			Residential Share => 91%
Nonresidential			
Non-working Residents	17,509	2	35,018
Jobs Located in Bella Vista	2,513		
Residents Employed in Bella Vista	1,729	8	13,832
Non-Resident Workers (inflow commuters)	784	8	6,272
			Nonresidential Subtotal 55,122
			Nonresidential Share => 9%
			TOTAL 642,720

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, 2022 American Community Survey 5-Year Estimates

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on persons per housing unit. Since the breakdown of nonresidential calls for service is not by specific nonresidential use (i.e., retail, office, industrial, etc.), TischlerBise recommends using average weekday vehicle trips as the best demand indicator for Police infrastructure. Trip generation rates are highest for commercial development, such as a shopping center, and lowest for industrial/warehouse development. Office/institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for Police protection from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, do not accurately reflect the demand for Police services. If employees per 1,000 square feet of building area were used as the demand indicator, Police impact fees would be too high for office/institutional development.

IMPACT FEE COMPONENTS

Special Operations – Plan Based

The City of Bella Vista recently constructed the 47,000 square foot Public Safety Building at a cost of \$18,800,000 that was oversized to serve development in the future. This facility was constructed using a Sales and Use Tax bond and was included in our previous Impact Fee Study. However, the amount of sales and use tax collected by the City has been more than anticipated and there is only approximately \$4.2 million remaining to be retired. Given the available sales and use tax revenue and accelerated time of debt retirement, the City has decided to remove Headquarters space from the impact fee calculation. Instead, a component of the impact fee will be to construct additional Special Operations space. As shown in Figure P2, the City currently has 5,000 square feet of Special Operations space, which it plans to expand by 10,000 some time over the next ten years. Since the expansion of this facility is being constructed partly to correct existing deficiencies as well as serve the needs of new growth, TischlerBise is using year 2035 to establish the level of service for this facility. This will ensure that all demand units are treated equally, and new development pays no more than their proportionate share.

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The 2035 planned level of service for residential development is 0.288 square feet per person (15,000 square feet X 91 percent residential share / 47,423 persons). The planned 2035 nonresidential level of service is 0.102 square feet per nonresidential vehicle trip (15,000 square feet X 9 percent nonresidential share / 13,191 trips). Using the average cost of \$290 per square foot, the Special Operations cost is \$83.47 per person (0.288 square feet per person X \$290 per square foot) and \$29.68 per nonresidential vehicle trip (0.102 square feet per trip X \$290 per square foot).

Figure P2: Planned Special Operations Facilities Level of Service and Cost Allocation

Police Facilities	Square Feet	Cost per Sq. Ft.	Cost
Special Operations Building	15,000	\$290	\$4,350,000
Total	15,000	\$290.00	\$4,350,000

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	91%	9%
Share of Square Feet	13,650	1,350
2035 Population/Nonres. Vehicle Trips	47,423	13,191
Square Feet per Person/Vehicle Trip	0.288	0.102

Cost Analysis	Residential	Nonresidential
Square Feet per Person/Vehicle Trip	0.288	0.102
Average Cost per Square Foot [1]	\$290.00	\$290.00
Capital Cost per Person/Vehicle Trip	\$83.47	\$29.68

Source: Bella Vista Police Department

[1] Cost per square foot for Spec Ops Building comes from ICC average Metal Building Cost of \$290 per square foot, Public Safety Bldg cost is \$18,800,000.

Police Vehicles – Incremental Expansion

The City of Bella Vista plans to expand its current inventory of Police vehicles to serve future development. The current inventory includes 68 units with a total replacement value of \$4,909,900, which equates to an average cost of \$72,204 per unit.

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The existing level of service for residential development is 0.0017 units per person (68 units X 91 percent residential share / 35,551 persons). The existing nonresidential level of service is 0.0006 units per nonresidential trip (68 units X 9 percent nonresidential share / 10,209 trips). Using the average cost of \$72,204, the Police vehicles cost is \$125.68 per person (0.0017 units per person X \$72,204 per unit) and \$43.28 per nonresidential trip end (0.0006 units per trip X \$72,204 per unit).

Figure P3: Police Vehicle Level of Service and Cost Allocation

Vehicles	Units	Current Cost per Unit	Replacement Cost
Patrol Vehicle	31	\$92,450	\$2,865,950
Pool/Admin Vehicle	19	\$73,650	\$1,399,350
Code Enforcement	4	\$58,250	\$233,000
CID Fleet	8	\$48,000	\$384,000
Patrol E-Bike	6	\$4,600	\$27,600
Total	68	\$72,204	\$4,909,900

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	91%	9%
Share of Vehicles	61.9	6.1
2025 Population/Nonres. Vehicle Trips	35,551	10,209
Vehicles per Person/Vehicle Trip	0.0017	0.0006

Cost Analysis	Residential	Nonresidential
Vehicles per Person/Vehicle Trip	0.0017	0.0006
Average Cost per Vehicle	\$72,204	\$72,204
Capital Cost per Person/Vehicle Trip	\$125.68	\$43.28

Source: Bella Vista Police Department

Note: Includes cost to upfit vehicles

Police Equipment – Incremental Expansion

As additional Patrol Officers are hired by the City, there is a one-time capital cost incurred to equip each officer. As shown in Figure P4, this includes weapons and radios. The current inventory includes 257 units of equipment with a total replacement value of \$353,555, which equates to an average cost of \$1,376 per unit.

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The existing level of service for residential development is 0.0066 units per person (257 units X 91 percent residential share / 35,551 persons). The existing nonresidential level of service is 0.0023 units per nonresidential trip (257 units X 9 percent nonresidential share / 10,209 trips). Using the average cost of \$1,376, the Police equipment cost is \$9.05 per person (0.0066 units per person X \$1,376 per unit) and \$3.12 per nonresidential trip end (0.0023 units per trip X \$1,376 per unit).

Figure P4: Police Equipment Level of Service and Cost Allocation

Equipment Type	Units	Current Cost per Unit	Total Replacement
Weaponry	132	\$1,359	\$179,400
Handheld Radios	60	\$1,478	\$88,680
Mobile Radios	65	\$1,315	\$85,475
Total	257	\$1,376	\$353,555

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	91%	9%
Share of Equipment	233.9	23.1
2025 Population/Nonres. Vehicle Trips	35,551	10,209
Units per Persons/Vehicle Trip	0.0066	0.0023

Cost Analysis	Residential	Nonres
Units per Person/Vehicle Trip	0.0066	0.0023
Average Cost per Unit	\$1,376	\$1,376
Capital Cost per Person/Vehicle Trip	\$9.05	\$3.12

Source: Bella Vista Police Department

PROJECTED DEMAND

Police Vehicles

Based on a projected population increase of 11,872 persons over the next 10 years, future residential development demands an additional 20.7 vehicles (11,872 additional persons X 0.0017 vehicles per person). With projected nonresidential trip growth of 2,982 over the next 10 years, future nonresidential development demands an additional 1.8 vehicles (2,982 additional trips X 0.0006 units per trip). Future development demands an additional 22.5 Police vehicles at a cost of \$1,621,072 (22.5 vehicles X \$72,204 per unit).

Figure P5: Projected Demand for Police Vehicles

Infrastructure	Level of Service			Cost/Unit
Police Vehicles	Residential	0.0017	Units	per person
	Nonresidential	0.0006		per vehicle trip
				\$72,204

Growth-Related Need for Police Vehicles						
Year		Population	Nonres. Vehicle Trips	Residential Units	Nonresidential Units	Total Units
Base	2025	35,551	10,209	61.9	6.1	68.0
Year 1	2026	36,738	10,474	63.9	6.3	70.2
Year 2	2027	37,925	10,746	66.0	6.4	72.5
Year 3	2028	39,112	11,025	68.1	6.6	74.7
Year 4	2029	40,300	11,311	70.1	6.8	76.9
Year 5	2030	41,487	11,605	72.2	7.0	79.2
Year 6	2031	42,674	11,906	74.3	7.1	81.4
Year 7	2032	43,861	12,215	76.3	7.3	83.7
Year 8	2033	45,048	12,532	78.4	7.5	85.9
Year 9	2034	46,235	12,857	80.5	7.7	88.2
Year 10	2035	47,423	13,191	82.5	7.9	90.5
Ten-Year Increase		11,872	2,982	20.7	1.8	22.5
Projected Expenditure				\$1,491,997	\$129,075	\$1,621,072

Growth-Related Expenditures for Police Vehicles	\$1,621,072
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Police Equipment

Based on a projected population increase of 11,872 persons over the next 10 years, future residential development demands an additional 78.1 equipment items (11,872 additional persons X 0.0066 items of equipment per person). With projected nonresidential trip growth of 2,982 over the next 10 years, future nonresidential development demands an additional 6.8 equipment items (2,982 additional trips X 0.0023 items of equipment per trip). Future development demands an additional 84.9 equipment items at a cost of \$116,757 (84.9 item X \$1,376 per item).

Figure P6: Projected Demand for Police Equipment

Infrastructure	Level of Service			Cost/Unit
Equipment	Residential	0.0066	Items	per person
	Nonresidential	0.0023		per vehicle trip
				\$1,376

Growth-Related Need for Equipment						
Year		Population	Nonres. Vehicle Trips	Residential Items	Nonresidential Items	Total Items
Base	2025	35,551	10,209	233.9	23.1	257.0
Year 1	2026	36,738	10,474	241.7	23.7	265.4
Year 2	2027	37,925	10,746	249.5	24.3	273.8
Year 3	2028	39,112	11,025	257.3	25.0	282.3
Year 4	2029	40,300	11,311	265.1	25.6	290.7
Year 5	2030	41,487	11,605	272.9	26.3	299.2
Year 6	2031	42,674	11,906	280.7	27.0	307.7
Year 7	2032	43,861	12,215	288.5	27.7	316.2
Year 8	2033	45,048	12,532	296.3	28.4	324.7
Year 9	2034	46,235	12,857	304.2	29.1	333.3
Year 10	2035	47,423	13,191	312.0	29.9	341.9
Ten-Year Increase		11,872	2,982	78.1	6.8	84.9
Projected Expenditure				\$107,460	\$9,297	\$116,757

Growth-Related Expenditures for Equipment	\$116,757
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CREDITS

As discussed previously, the City does have debt on the existing Police Headquarters. However, that infrastructure is not included in the level of service for the Police impact fee. Since the City has no outstanding debt on the existing Special Operations facility, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related collection costs from impact fees, there will be no potential double-payment from other revenue sources.

PROPOSED POLICE IMPACT FEES

Infrastructure components and cost factors for Police impact fees are summarized in the upper portion of Figure P7. For Police impact fees, the capital cost is \$218.20 per person and \$76.08 per trip end.

Police impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$484 is calculated using a cost of \$218.20 per person multiplied by a demand unit of 2.22 persons per housing unit.

Nonresidential impact fees are assessed according to the average weekday vehicle trip ends per 1,000 square feet of floor area. The industrial fee of \$185 per 1,000 square feet of floor area is derived from a cost of \$76.08 per trip end multiplied by a demand unit of 2.44 trips per 1,000 square feet.

Figure P7: Schedule of Maximum Allowable Police Impact Fees

Fee Component	Cost per Person	Cost per Vehicle Trip
Special Operations Facilities	\$83.47	\$29.68
Police Vehicles	\$125.68	\$43.28
Police Equipment	\$9.05	\$3.12
Gross Total	\$218.20	\$76.08

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee	Current Fee	Change
Residential (per housing unit)				
Single Family	2.22	\$484	\$302	\$182
Multifamily	1.67	\$364	\$164	\$200

Nonresidential

Development Type	Vehicle Trips per 1,000 Sq. Ft.	Maximum Supportable Fee	Current Fee	Change
Nonresidential (per 1,000 square feet)				
Retail	11.47	\$873	\$298	\$575
Office	5.42	\$412	\$117	\$295
Institutional	5.39	\$410	\$117	\$293
Industrial	2.44	\$185	\$59	\$126

PROJECTED POLICE IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections, shown in Appendix A, and the proposed Police impact fees shown in Figure P7. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue over the

next 10 years equals \$2,815,101 and total projected expenditures equal \$4,911,757. Existing development's share equals \$2,096,656 and must use non-development funds for repayment.

Figure P8: Projected Police Impact Fee Revenues

Infrastructure Costs for Police Facilities

	Total CIP Cost	Growth- Related Cost
Police Facilities	\$2,900,000	\$1,079,454
Police Vehicles	\$1,895,000	\$1,895,000
Police Equipment	\$116,757	\$116,757
Total Expenditures	\$4,911,757	\$3,091,211

Projected Development Impact Fee Revenue

		Single Family	Multifamily	Retail	Office	Industrial	Institutional
		\$484	\$364	\$873	\$412	\$185	\$410
		per unit	per unit	per KSF	per KSF	per KSF	per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2025	15,823	499	486	240	172	541
1	2026	16,357	500	499	246	176	555
2	2027	16,891	501	512	253	181	570
3	2028	17,425	502	525	259	185	584
4	2029	17,959	503	539	266	190	600
5	2030	18,493	504	553	273	195	615
6	2031	19,027	505	567	280	200	631
7	2032	19,561	506	582	287	205	647
8	2033	20,095	507	597	295	211	664
9	2034	20,629	508	612	302	216	681
10	2035	21,163	509	628	310	222	699
Ten-Year Increase		5,340	10	142	70	50	158
Projected Revenue		\$2,584,560	\$3,640	\$123,949	\$28,873	\$9,277	\$64,802
Projected Revenue							\$2,815,101
Projected Expenditures							\$4,911,757
Non-Impact Fee Funding							\$2,096,656

LIBRARY IMPACT FEES

METHODOLOGY

The Bella Vista Library is owned by the Bella Vista Public Library Foundation. The Foundation owns the building, while the City owns the collection and operates the Library. As such, this analysis only includes components for library collections. The Library impact fees include components for collection items. The *incremental expansion* methodology is used for Library collection items. The Library impact fees allocate 100 percent of the cost of infrastructure is allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit type.

SERVICE AREA

The Library Foundation provides Library services throughout Bella Vista; therefore, there is a single service area for the Library impact fees.

PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development within the City of Bella Vista. An analysis of Library registration cards indicate that the demand for Library services and infrastructure is 97 percent attributable to City residents. Non-residents account for 3 percent of demand.

Figure L1: Library Proportionate Share Analysis

Proportionate Share Analysis		
Type	Registration Cards*	Percent
Residents	10,160	97%
Non-Residents	313	3%
Total	10,473	100%

Source: City of Bella Vista Library

IMPACT FEE COMPONENTS

Library Collection – Incremental Expansion

The City of Bella Vista plans to expand its current inventory of Library collection items to serve future development. The current inventory includes 46,130 collection items with an estimated replacement cost of \$22.83 per collection item.

This analysis uses Bella Vista Library card registration data, provided by City staff, to allocate the proportionate share of demand to residents versus nonresidents, which is 97%. The existing level of service for residential development is 1.26 units per person (46,130 collection items X 97 percent City resident share equals 44,751 collection items / 35,551 persons). Using the average cost of \$22.83 per collection item, the Library collection items cost is \$28.74 per person (1.26 collection items per person X \$22.83 per item).

Figure L2: Library Collection Cost Allocation and Level of Service

Description	Units	Bella Vista Share	Bella Vista Units	Unit Cost
Library Collection	46,130	97%	44,751	\$22.83
Total	46,130		44,751	

Level-of-Service Standards	Residential
Proportionate Share	97%
Share of Collection	44,751
2025 Population	35,551
Collection Items per Person	1.26

Cost Analysis	Units
Collection Items per Person	1.26
Average Cost per Unit [1]	\$22.83
Capital Cost per Person/Job	\$28.74

Source: City of Bella Vista Library

PROJECTED DEMAND

Library Collection Items

Based on a projected population increase of 11,872 persons over the next 10 years, future residential development demands an additional 14,944 collection items (11,872 additional persons X 1.26 collection items per person). This results in a library collection item cost of \$341,666 (14,944 units X \$22.83 per item).

Figure L3: Projected Demand for Library Collection Items

Infrastructure	Level of Service			Cost/Unit
Library Collection	Residential	1.26	Collection Items	per person
				\$22.83

Growth-Related Need for Library Collection			
Year		Population	Residential Items
Base	2025	35,551	44,751
Year 1	2026	36,738	46,246
Year 2	2027	37,925	47,740
Year 3	2028	39,112	49,234
Year 4	2029	40,300	50,729
Year 5	2030	41,487	52,223
Year 6	2031	42,674	53,718
Year 7	2032	43,861	55,212
Year 8	2033	45,048	56,706
Year 9	2034	46,235	58,201
Year 10	2035	47,423	59,695
Ten-Year Increase		11,872	14,944
Projected Expenditure			\$341,166

Growth-Related Expenditures for Library Collection	\$341,166
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CREDITS

As the City has no outstanding debt on Library collection materials, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related collection costs from impact fees, there will be no potential double-payment from other revenue sources.

PROPOSED LIBRARY IMPACT FEES

Infrastructure components and cost factors for Library impact fees are summarized in figure L4. For Library impact fees, the capital cost is \$28.74 per person.

Library impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$64 is calculated using a cost of \$28.74 per person multiplied by a demand unit of 2.22 persons per housing unit.

Figure L4: Schedule of Maximum Allowable Library Impact Fees

Fee Component	Cost per Person
Library Collection	\$28.74
Total	\$28.74

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee	Current Fee	Increase/Decrease
Residential (per housing unit)				
Single Family	2.22	\$64	\$54	\$10
Multifamily	1.67	\$48	\$27	\$21

PROJECTED LIBRARY IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections, shown in Appendix A, and the proposed Library impact fees shown in Figure L4. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue over the next 10 years equals \$342,240 and total projected expenditures equal \$341,166.

Figure L5: Projected Library Impact Fee Revenue

Infrastructure Costs for Library Facilities

	Growth-Related Costs
Library Collection	\$341,166

Projected Development Impact Fee Revenue

		Single Family \$64 per unit	Multifamily \$48 per unit
Year		Housing Units	Housing Units
Base	2025	15,823	499
1	2026	16,357	500
2	2027	16,891	501
3	2028	17,425	502
4	2029	17,959	503
5	2030	18,493	504
6	2031	19,027	505
7	2032	19,561	506
8	2033	20,095	507
9	2034	20,629	508
10	2035	21,163	509

Ten-Year Increase	5,340	10
Projected Revenue	\$341,760	\$480
Projected Revenue =>	\$342,240	
Total Expenditures =>	\$341,166	
Non-Impact Fee Funding =>	\$0	

PAVED PATHWAYS IMPACT FEES

METHODOLOGY

The Pathways impact fees include components for paved paths that provide Citywide benefit. The *incremental expansion* methodology is used for the Pathways impact fee. The Pathways infrastructure costs to future development allocated to both residential and nonresidential growth using functional population to determine proportionate share factors.

SERVICE AREA

The City of Bella Vista provides Pathways throughout Bella Vista; therefore, there is a single service area for the Pathway impact fees.

PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The Pathways impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2022 population and employment data, from the U.S. Census Bureau, TischlerBise can calculate the functional population within Bella Vista. Residential development accounts for approximately 91 percent of functional population and nonresidential development accounts for the remaining 9 percent.

Figure PP1: Proportionate Share

City of Bella Vista (2022)			
		Demand Hours/Day	Person Hours
Residential			
Population*	30,159		
Residents Not Working	17,509	22	385,198
Employed Residents	12,650		
Employed in Bella Vista	784	16	12,544
Employed outside Bella Vista	11,866	16	189,856
Residential Subtotal			587,598
Residential Share =>			91%
Nonresidential			
Non-working Residents	17,509	2	35,018
Jobs Located in Bella Vista	2,513		
Residents Employed in Bella Vista	1,729	8	13,832
Non-Resident Workers (inflow commuters)	784	8	6,272
Nonresidential Subtotal			55,122
Nonresidential Share =>			9%
TOTAL			642,720

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, 2022 American Community Survey 5-Year Estimates

IMPACT FEE COMPONENTS

Citywide Paved Pathways – Incremental Expansion

The City of Bella Vista plans to expand its current inventory of paved pathways that provide Citywide benefit to serve future development. As shown in Figure PP2, the current inventory includes 3.65 miles of paved pathways, and the estimated cost to construct a mile of paved pathway is \$1,000,000.

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The existing level of service for residential development is 0.000093 miles per person (3.65 miles X 91 percent residential share / 35,551 persons). The existing nonresidential level of service is 0.000091 miles per employee (3.65 miles X 9 percent nonresidential share / 3,629 jobs). Using the future construction cost of \$1,000,000 per miles, the capital cost per demand unit is \$93.43 per person (0.000093 miles per person X \$1,000,000 per mile) and \$90.52 per employee (0.000091 miles per job X \$1,000,000 per mile).

Figure PP2: Citywide Paved Pathways Level of Service and Cost Allocation

Citywide Benefiting Paved Pathways	Length (miles)
Blowing Springs	3.30
Razorback	0.35
Total	3.65

Level-of-Service Standards	Residential	Nonresidential
Proportionate Share	91%	9%
Total Miles	3.32	0.33
2025 Population/Jobs	35,551	3,629
Miles per Persons/Job	0.000093	0.000091

Cost Analysis	Residential	Nonresidential
Miles per Person/Job	0.000093	0.000091
Average Cost per Mile	\$1,000,000	\$1,000,000
Capital Cost per Person/Job	\$93.43	\$90.52

Source: City of Bella Vista

PROJECTED DEMAND

Paved Pathways

Based on a projected population increase of 11,872 persons over the next 10 years, future residential development demands an additional 1.11 miles (11,872 additional persons X 0.000093 miles per person). With a projected 1,060 increase in employment over the next 10 years, future nonresidential development demands an additional .10 miles (1,060 additional jobs X 0.000091 miles per job). Future development demands an additional 1.21 miles of paved pathways at a cost of \$1,205,098 (1.21 miles X \$1,000,000 per mile).

Figure PP3: Projected Demand for Paved Pathways

Infrastructure	Level of Service		Demand Unit	Cost/Mile
Paved Pathways	0.000093	Miles	per Person	\$1,000,000
	0.000091		per Job	

Growth-Related Need for Paved Pathways						
Year		Population	Employment	Residential Miles	Nonresidential Miles	Total Miles
Base	2025	35,551	3,629	3.32	0.33	3.65
Year 1	2026	36,738	3,723	3.43	0.34	3.77
Year 2	2027	37,925	3,820	3.54	0.35	3.89
Year 3	2028	39,112	3,919	3.65	0.35	4.01
Year 4	2029	40,300	4,021	3.77	0.36	4.13
Year 5	2030	41,487	4,125	3.88	0.37	4.25
Year 6	2031	42,674	4,232	3.99	0.38	4.37
Year 7	2032	43,861	4,342	4.10	0.39	4.49
Year 8	2033	45,048	4,455	4.21	0.40	4.61
Year 9	2034	46,235	4,570	4.32	0.41	4.73
Year 10	2035	47,423	4,689	4.43	0.42	4.86
Ten-Year Increase		11,872	1,060	1.11	0.10	1.21
Projected Expenditure						\$1,205,098

Growth-Related Expenditures for Paved Pathways | **\$1,205,098**

CREDITS

As the City has no outstanding debt on Paved Pathways, a credit for future principal payments is not included. If elected officials make a legislative policy decision to fully fund growth-related collection costs from impact fees, there will be no potential double-payment from other revenue sources.

PROPOSED PAVED PATHWAYS IMPACT FEES

Infrastructure components and cost factors for Paved Pathway impact fees are summarized in figure PP4. For Paved Pathway impact fees, the capital cost is \$93.43 per person and \$90.52 per trip end.

Paved Pathway impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$207 is calculated using a cost of \$93.43 per person multiplied by a demand unit of 2.22 persons per housing unit.

Nonresidential impact fees are assessed according to the number of employees per 1,000 square feet by type of development. The industrial fee of \$142 per 1,000 square feet of floor area is derived from a cost of \$90.52 per job multiplied by a demand unit of 1.57 employees per 1,000 square feet.

Figure PP4: Schedule of Maximum Allowable Paved Pathway Impact Fees

Fee Component	Cost per Person	Cost per Job
Citywide Benefiting Paved Pathways	\$93.43	\$90.52
Gross Total	\$93.43	\$90.52

Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee	Current Fee	Change
Residential (per housing unit)				
Single Family	2.22	\$207	\$0	\$2
Multifamily	1.67	\$156	\$0	\$2

Nonresidential

Development Type	Employees per 1,000 Sq. Ft.	Maximum Supportable Fee	Current Fee	Change
Nonresidential (per 1,000 square feet)				
Retail	2.12	\$192	\$0	\$192
Office	3.26	\$295	\$0	\$295
Institutional	2.86	\$259	\$0	\$259
Industrial	1.57	\$142	\$0	\$142

PROJECTED PAVED PATHWAYS IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections, shown in Appendix A, and the proposed Paved Pathway impact fees shown in Figure PP4. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue over the next 10 years equals \$1,203,000 and total projected expenditures equal \$1,205,098.

Figure PP5: Projected Paved Pathway Impact Fee Revenue

Infrastructure Costs for Pathway Facilities

	Growth Demand
Pathway Surface	\$1,205,098
Total Expenditures	\$1,205,098

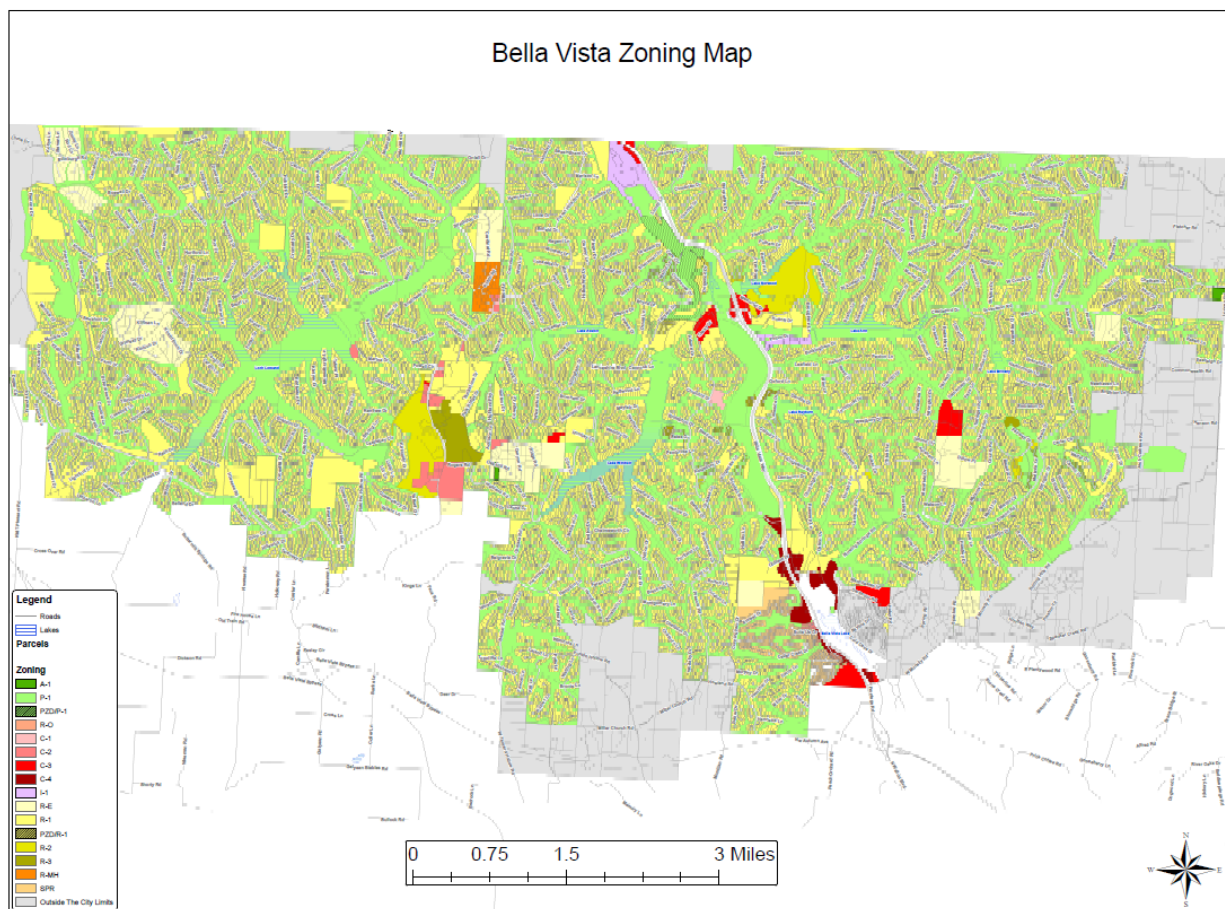
Projected Development Impact Fee Revenue

		Single Family \$207 per unit	Multifamily \$156 per unit	Retail \$192 per KSF	Office \$295 per KSF	Industrial \$142 per KSF	Institutional \$259 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2025	15,823	499	486	240	172	541
1	2026	16,357	500	499	246	176	555
2	2027	16,891	501	512	253	181	570
3	2028	17,425	502	525	259	185	584
4	2029	17,959	503	539	266	190	600
5	2030	18,493	504	553	273	195	615
6	2031	19,027	505	567	280	200	631
7	2032	19,561	506	582	287	205	647
8	2033	20,095	507	597	295	211	664
9	2034	20,629	508	612	302	216	681
10	2035	21,163	509	628	310	222	699
Ten-Year Increase		5,340	10	142	70	50	158
Projected Revenue		\$1,105,380	\$1,560	\$27,260	\$20,674	\$7,121	\$40,936
Projected Revenue							<u>\$1,203,000</u>
Projected Expenditures							<u>\$1,205,098</u>
Non-Impact Fee Funding							<u>\$2,098</u>

APPENDIX A: LAND USE ASSUMPTIONS

The City of Bella Vista, Arkansas, retained TischlerBise to analyze the impacts of development on its capital facilities and to calculate impact fees based on that analysis. TischlerBise prepared current demographic estimates and future development projections for both residential and nonresidential development that will be used in the calculation of the impact fees. Current demographic data estimates for 2025 are used in calculating levels of service (LOS) provided to existing development in Bella Vista.

The estimates and projections of residential and nonresidential development in this *Land Use Assumptions* document are for areas within the boundaries of Bella Vista, Arkansas. The map below illustrates the areas within the Citywide Service Area for Fire/EMS, Police, and Library development impact fees.



Note: calculations throughout this Chapter are based on an analysis conducted using Excel software. Results are discussed in the memo using one-and two-digit places (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

SUMMARY OF GROWTH INDICATORS

Development projections, summarized below, will be used to estimate impact fee revenue and to indicate the anticipated need for growth-related infrastructure. However, impact fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, Bella Vista will receive an increase in fee revenue, but will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, Citywide development projections indicate an increase of 5,350 housing units and approximately 420 thousand square feet of nonresidential floor area. The projections contained in this document provide the foundation for the Impact Fee Study. These metrics are the service units and demand indicators used in the Impact Fee Study.

Figure A1. Summary of Development Projections

Bella Vista, AR	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase
	Base Yr	1	2	3	4	5	6	7	8	9	10	
Population ¹	35,551	36,738	37,925	39,112	40,300	41,487	42,674	43,861	45,048	46,235	47,423	11,872
Housing Units²												
Single Family Units	15,823	16,357	16,891	17,425	17,959	18,493	19,027	19,561	20,095	20,629	21,163	5,340
Multifamily Units	499	500	501	502	503	504	505	506	507	508	509	10
Total	16,322	16,857	17,392	17,927	18,462	18,997	19,532	20,067	20,602	21,137	21,672	5,350
Jobs³												
Retail	1,032	1,059	1,086	1,114	1,143	1,173	1,204	1,235	1,267	1,300	1,333	301
Office	782	802	823	844	866	888	911	935	959	984	1,010	228
Industrial	270	276	284	291	299	306	314	322	331	339	348	79
Institutional	1,546	1,586	1,627	1,670	1,713	1,757	1,803	1,850	1,898	1,947	1,998	452
Total	3,629	3,723	3,820	3,919	4,021	4,125	4,232	4,342	4,455	4,570	4,689	1,060
Nonres Sq Ft in thousands (KSF)³												
Retail	486	499	512	525	539	553	567	582	597	612	628	142
Office	240	246	253	259	266	273	280	287	295	302	310	70
Industrial	172	176	181	185	190	195	200	205	211	216	222	50
Institutional	541	555	570	584	600	615	631	647	664	681	699	158
Total	1,439	1,476	1,514	1,554	1,594	1,635	1,678	1,721	1,766	1,812	1,859	420

1. Population projections are based on housing growth and PPHU factors.

2. Housing growth based on building permit trends from the Bella Vista Planning & Development Department.

3. Source: ESRI Business Analyst; Arkansas Division of Workforce Services QCEW; TischlerBise analysis

4. Nonresidential Floor Area is calculated by multiplying an ITE (Institute of Transportation Engineers) floor area per employee (Sq.Ft.) estimate and that years employees in per respective industry.

POPULATION AND HOUSING CHARACTERISTICS

Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate share fee amounts. Housing types have varying household sizes and, consequently, a varying demand on City infrastructure and services. Thus, it is important to differentiate between housing types and size.

When persons per housing unit (PPHU) is used in the development impact fee calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the development impact fee calculations, the fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that fees for residential development in the City of Bella Vista be imposed according to persons per housing unit.

Based on housing characteristics, TischlerBise recommends using two housing unit categories for the Impact Fee study: (1) Single Family and (2) Multifamily. Each housing type has different characteristics which results in a different demand on City facilities and services.

Figure A2 shows the US Census American Community Survey 2023 5-Year Estimates (ACS) data for the City of Bella Vista. Single family units have a housing unit size of 2.22 persons and multifamily units have a housing unit size of 0.85 persons. Additionally, there is a housing mix of 96 percent single family and 4 percent multifamily. Importantly, the margin of error for the multifamily units and PPHU calculation in the ACS responses for Bella Vista were very high. To help ensure accuracy, as a reasonable proxy for multifamily PPHU, Figure A2 shows the PPHU calculations for Benton County where multifamily units have a housing unit size of 1.67 persons per unit.

The estimates in Figure A2 are for PPHU calculations for Bella Vista. Base year population and housing units are estimated with another, more recent data source.

Figure A2. Persons per Housing Unit – City of Bella Vista

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix	Vacancy Rate
Single Family [1]	30,376	13,710	2.22	12,600	2.41	96%	8.8%
Multifamily [2]	425	499	0.85	294	1.45	4%	69.7%
Total	30,801	14,209	2.17	12,894	2.39		10.2%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

Figure A3. Persons per Housing Unit – Benton County

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix	Vacancy Rate
Single Family [1]	259,364	99,229	2.61	91,120	2.85	84%	8.9%
Multifamily [2]	32,094	19,242	1.67	16,522	1.94	16%	16.5%
Total	291,458	118,471	2.46	107,642	2.71		10.1%

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

BASE YEAR HOUSING UNITS AND POPULATION

Base year housing is derived from the U.S. Census Bureau 2020 Decennial Census plus housing development from building permit data provided by the City of Bella Vista. The base year population is estimated using the PPHU factors by housing unit type in Figures A2 and A3. This leads to an estimate of 35,551 residents with 15,823 single family units and 499 multifamily units.

Figure A4. Base Year Housing Units and Population

City of Bella Vista	Base Year 2025
Population [1]	35,551
Housing Units [2]	
Single Family	15,823
Multifamily	499
Total Housing Units	16,322

[1] Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates, TischlerBise analysis

[2] Source: TischlerBise analysis of U.S. Census Bureau 2020 Decennial Census, City of Bella Vista building permit data

NEW RESIDENTIAL CONSTRUCTION TREND

To illustrate residential development trends in the City, Figure A5 lists the past five years of new construction in Bella Vista. Over the past five years there has been a total of 2,676 housing units added with 2,671 being single family homes and 5 being multifamily units. This leads to an annual average of 535 housing units added with 534 being single family homes and 1 being multifamily units.

Figure A5. Annual New Construction Estimates by Housing Type

Housing Type	2020	2021	2022	2023	2024	Total	5-Year Average
Single Family [1]	416	583	539	497	636	2,671	534
Multifamily	0	0	0	0	5	5	1
Total	416	583	539	497	641	2,676	535

Source: Bella Vista Planning & Development Department

HOUSING UNIT AND POPULATION PROJECTIONS

Past housing construction trends are assumed to continue through the next ten years. The annual average totals are included in the projections to estimate housing growth in the City. Population growth is estimated based on housing development and PPHU by housing type. As a result, there are 5,350 new housing units projected in the city over the next ten years, broken down into 5,340 single family units and 10 multifamily units. Based on the housing development, population in the city is estimated to grow by 11,872 residents or 33 percent.

Figure A6. Residential Development Projections

City of Bella Vista	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Population	35,551	36,738	37,925	39,112	40,300	41,487	42,674	43,861	45,048	46,235	47,423	11,872
<i>Percent Increase</i>		3.34%	3.23%	3.13%	3.04%	2.95%	2.86%	2.78%	2.71%	2.64%	2.57%	33%
Housing Units [2]												
Single Family	15,823	16,357	16,891	17,425	17,959	18,493	19,027	19,561	20,095	20,629	21,163	5,340
Multifamily	499	500	501	502	503	504	505	506	507	508	509	10
Total Housing Units	16,322	16,857	17,392	17,927	18,462	18,997	19,532	20,067	20,602	21,137	21,672	5,350

[1] Population projections are based on housing growth and PPHU factors

[2] Housing growth based on building permit trends from the Bella Vista Planning & Development Department

CURRENT EMPLOYMENT AND NONRESIDENTIAL FLOOR AREA

The impact fee study will include nonresidential development as well. Utilizing ESRI Business Analyst data, 2025 total employment in the City is estimated at 2,623 jobs. Employment data ESRI Business Analyst is used to break down this job total. Listed in Figure A7, there are an estimated 1,032 retail jobs, 782 office jobs, 270 industrial jobs, and 1,546 institutional jobs located in the City.

To estimate the nonresidential floor area, employee density factors from the Institute of Transportation Engineers (ITE) *Trip Generation* Manual (2021) are applied to job estimates. Figure A8 lists the land use type and density factors that are included in the analysis. Overall, there is 1.4 million square feet estimated in the city in the base year. Retail and institutional development make up the majority of this with a combined 72 percent of the total floor area.

Figure A7. Base Year Employment and Nonresidential Floor Area

City of Bella Vista	Base Year Jobs [1]	Sq. Ft. per Job [2]	Floor Area (sq. ft.)	Percent of Total
Retail	1,032	471	486,072	34%
Office	782	307	239,921	17%
Industrial	270	637	171,672	12%
Institutional	1,546	350	541,100	38%
Total	3,629		1,438,764	100%

[1] ESRI Business Analyst; TischlerBise Analysis

[2] Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2021)

Figure A8. Institute of Transportation Engineers (ITE) Employment Density Factors

Employment Industry	ITE Code	Land Use	Demand Unit	Emp Per Dmd Unit	Sq Ft Per Emp
Retail	820	Shopping Center	1,000 Sq Ft	2.12	471
Office	710	General Office	1,000 Sq Ft	3.26	307
Industrial	110	Light Industrial	1,000 Sq Ft	1.57	637
Institutional	610	Hospital	1,000 Sq Ft	2.86	350

Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2021)

EMPLOYMENT AND NONRESIDENTIAL FLOOR AREA PROJECTIONS

Job and nonresidential floor area projections for the next ten years are shown in Figure A9. Job growth is projected using the Arkansas Division of Workforce Services Quarterly Census of Employment and Wages (QCEW) average annual employment growth rate in Northwest Arkansas between 2014 and 2024. Over the next ten years, there is an estimated increase of 1,060 jobs, a 29 percent increase from the base year.

Job growth is converted into nonresidential floor area using the ITE square feet per employee averages shown in Figure A9. Over the next ten years there is a projected increase of 420,000 nonresidential square feet in the city, a 29 percent increase from the base year. Institutional development accounts for the greatest share of the increase at 38 percent of the total projected new square feet.

Figure A9. Employment and Nonresidential Floor Area Projections

Industry	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Jobs [1]												
Retail	1,032	1,059	1,086	1,114	1,143	1,173	1,204	1,235	1,267	1,300	1,333	301
Office	782	802	823	844	866	888	911	935	959	984	1,010	228
Industrial	270	276	284	291	299	306	314	322	331	339	348	79
Institutional	1,546	1,586	1,627	1,670	1,713	1,757	1,803	1,850	1,898	1,947	1,998	452
Total	3,629	3,723	3,820	3,919	4,021	4,125	4,232	4,342	4,455	4,570	4,689	1,060
Nonresidential Floor Area (1,000 sq. ft.) [2]												
Retail	486	499	512	525	539	553	567	582	597	612	628	142
Office	240	246	253	259	266	273	280	287	295	302	310	70
Industrial	172	176	181	185	190	195	200	205	211	216	222	50
Institutional	541	555	570	584	600	615	631	647	664	681	699	158
Total	1,439	1,476	1,514	1,554	1,594	1,635	1,678	1,721	1,766	1,812	1,859	420

[1] Source: ESRI Business Analyst; Arkansas Division of Workforce Services QCEW; TischlerBise analysis

[2] Source: Institute of Transportation Engineers, *Trip Generation*, 2021

FUNCTIONAL POPULATION

Both residential and nonresidential developments increase the demand on City services and facilities. To calculate the proportional share between residential and nonresidential demand on service and facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the City through the 24 hours in a day.

Residents that do not work are assigned 22 hours per day to residential development and 2 hours per day to nonresidential development (annualized averages). Residents that work in the City of Bella Vista are assigned 16 hours to residential development and 8 hours to nonresidential development. Residents that work outside the City are assigned 16 hours to residential development, the remaining hours in the day are assumed to be spent outside of the city working. Inflow commuters are assigned 8 hours to nonresidential development. Based on the most recent functional population data (2022), residential

development accounts for 91 percent of the functional population, while nonresidential development accounts for 9 percent.

Figure A10. City of Bella Vista Functional Population

City of Bella Vista (2022)			
		Demand Hours/Day	Person Hours
Residential Population*	30,159		
Residents Not Working	17,509	22	385,198
Employed Residents	12,650		
Employed in Bella Vista	784	16	12,544
Employed outside Bella Vista	11,866	16	189,856
	Residential Subtotal		587,598
	Residential Share =>		91%
Nonresidential			
Non-working Residents	17,509	2	35,018
Jobs Located in Bella Vista	2,513		
Residents Employed in Bella Vista	1,729	8	13,832
Non-Resident Workers (inflow commuters)	784	8	6,272
	Nonresidential Subtotal		55,122
	Nonresidential Share =>		9%
	TOTAL		642,720

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

* Source: U.S. Census Bureau, 2022 American Community Survey 5-Year Estimates

VEHICLE TRIP GENERATION

Residential Vehicle Trips Adjustment Factors

A vehicle trip end is the out-bound or in-bound leg of a vehicle trip. As a result, so to not double count trips, a standard 50 percent adjustment is applied to trip ends to calculate a vehicle trip. For example, the out-bound trip from a person’s home to work is attributed to the housing unit and the trip from work back home is attributed to the employer.

However, an additional adjustment is necessary to capture City residents’ work bound trips that are outside of the City. The trip adjustment factor includes two components. According to the National Household Travel Survey, home-based work trips are typically 36 percent of out-bound trips (which are 50 percent of all trip ends). Also, utilizing the most recent data from the Census Bureau's web application "OnTheMap", 94 percent of Bella Vista workers travel outside the city for work. In combination, these factors account for 17 percent of additional production trips ($0.36 \times 0.50 \times 0.94 = 0.17$). Shown in Figure A11, the total adjustment factor for residential housing units includes attraction trips (50 percent of trip

ends) plus the journey-to-work commuting adjustment (17 percent of production trips) for a total of 67 percent.

Figure A11. Residential Trip Adjustment Factor for Commuters

Employed Bella Vista Residents (2022)	12,650
Residents Working in Bella Vista (2022)	784
Residents Commuting Outside of Bella Vista for Work	11,866
Percent Commuting Out of Bella Vista	94%
Additional Production Trips	17%
Standard Trip Adjustment Factor	50%
Residential Trip Adjustment Factor	67%

Source: U.S. Census, OnTheMap Application, 2022

Nonresidential Vehicle Trips

Vehicle trip generation for nonresidential land uses are calculated by using ITE's average daily trip end rates and adjustment factors found in their recently published 11th edition of *Trip Generation*. To estimate the trip generation in the City of Bella Vista, the weekday trip end per 1,000 square feet factors listed in Figure A11 are used.

Figure A12. Institute of Transportation Engineers Nonresidential Factors

Employment Industry	ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee
Retail	820	Shopping Center	1,000 Sq Ft	37.01	17.42
Office	710	General Office	1,000 Sq Ft	10.84	3.33
Industrial	110	Light Industrial	1,000 Sq Ft	4.87	3.10
Institutional	610	Hospital	1,000 Sq Ft	10.77	3.77

Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2021)

For nonresidential land uses, the standard 50 percent adjustment is applied to office, industrial, and institutional. A lower vehicle trip adjustment factor is used for retail because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination.

In Figure A13, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each land use.

Figure A13. Daily Vehicle Trip Factors

Land Use	ITE Codes	Daily Vehicle Trip Ends	Trip Adj. Factor	Daily Vehicle Trips
Residential (per housing unit)				
Single Family	210	9.43	67%	6.32
Multifamily	220	4.54	67%	3.04
Nonresidential (per 1,000 square feet)				
Retail	820	37.01	31%	11.47
Office	710	10.84	50%	5.42
Industrial	110	4.87	50%	2.44
Institutional	610	10.77	50%	5.39

Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2021); National Household Travel Survey, 2022

VEHICLE TRIP PROJECTIONS

The base year vehicle trip totals and vehicle trip projections are calculated by combining the vehicle trip end factors, the trip adjustment factors, and the residential and nonresidential assumptions for housing stock and floor area. Citywide, residential land uses account for 101,490 vehicle trips and nonresidential land uses account for 10,209 vehicle trips in the base year (Figure A14).

Through 2035, it is projected that daily vehicle trips will increase by 36,751 trips with the majority of the growth being generated by single family (92 percent) and retail (4 percent) development which leads to a 33 percent increase in vehicle trips from the base year through 2035.

Figure A14. City of Bella Vista Vehicle Trip Projections

City of Bella Vista	Base Year											Total Increase
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Residential Trips												
Single Family	99,972	103,346	106,720	110,094	113,468	116,842	120,216	123,589	126,963	130,337	133,711	33,739
Multifamily	1,517	1,520	1,523	1,526	1,530	1,533	1,536	1,539	1,542	1,545	1,548	30
Subtotal	101,490	104,867	108,244	111,620	114,997	118,374	121,751	125,128	128,505	131,882	135,259	33,769
Nonresidential Trips												
Retail	5,577	5,722	5,870	6,022	6,179	6,339	6,504	6,672	6,846	7,023	7,206	1,629
Office	1,300	1,334	1,369	1,404	1,441	1,478	1,517	1,556	1,596	1,638	1,680	380
Industrial	418	429	440	451	463	475	487	500	513	526	540	122
Institutional	2,914	2,989	3,067	3,147	3,228	3,312	3,398	3,486	3,577	3,670	3,765	851
Subtotal	10,209	10,474	10,746	11,025	11,311	11,605	11,906	12,215	12,532	12,857	13,191	2,982
Vehicle Trips												
Grand Total	111,699	115,341	118,989	122,645	126,308	129,979	133,657	137,343	141,037	144,739	148,450	36,751

Source: Institute of Transportation Engineers, *Trip Generation*, 11th Edition (2021)

APPENDIX B: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Bella Vista will collect impact fees from all new residential units. One-time impact fees are determined by site capacity (i.e., number of residential units).

Single-Family Units:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family Units:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction within Bella Vista. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, hotels, and motels.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

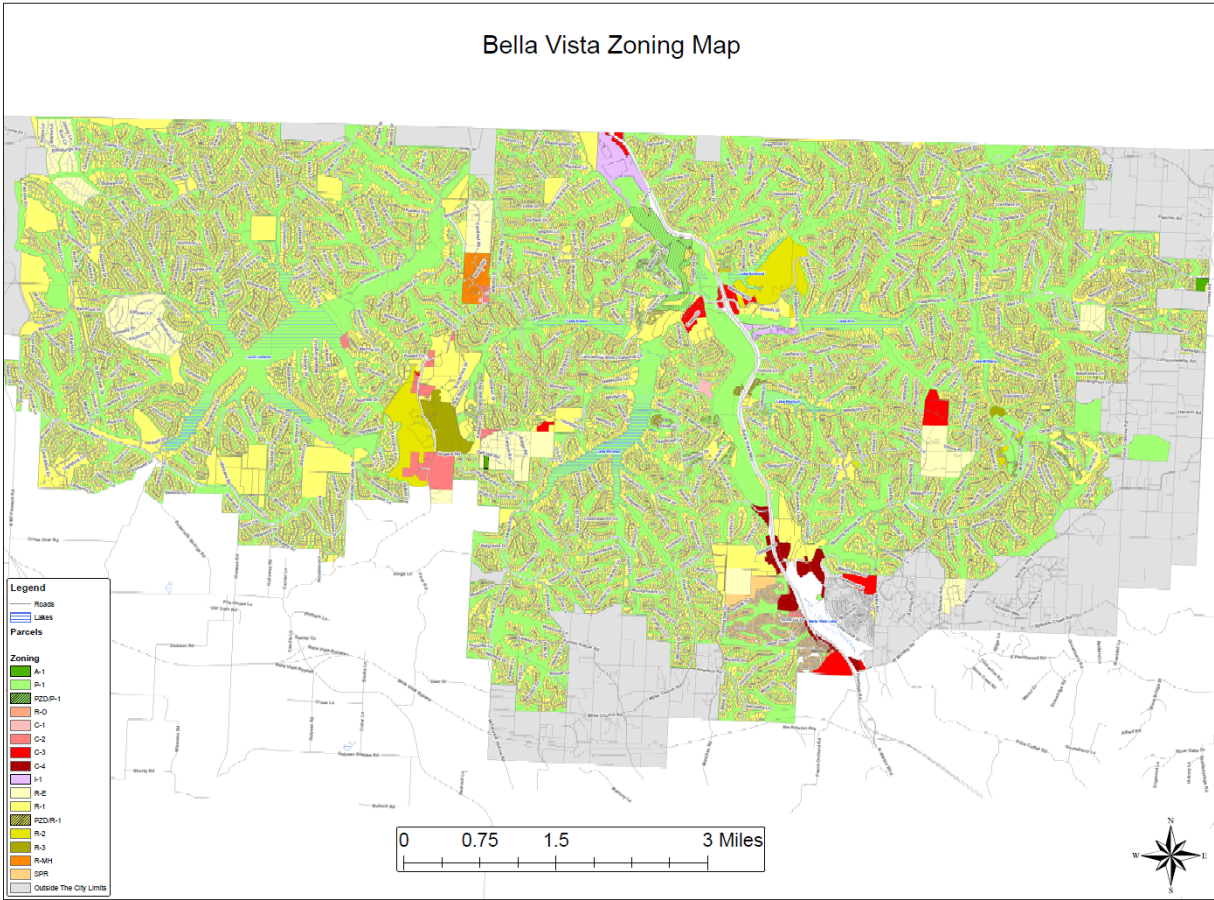
Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, universities, churches, daycare facilities, hospitals, government buildings, assisted living facilities, and nursing home facilities.

Office: Establishments providing management, administrative, professional, or business services. By way of example, *Office* includes banks, business offices, medical offices, and veterinarian clinics.

APPENDIX C: SERVICE AREA MAPS

CITYWIDE SERVICE AREA

The map below represents the Citywide Service Area for Fire/EMS, Police, Library, and Transportation development impact fees.





MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 16, 2026	James Graves, Police Chief	ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR THE PURCHASE OF A 2026 FORD TRANSIT VAN FOR USE BY THE POLICE DEPARTMENT

AGENDA ITEM # IV.C

ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR THE PURCHASE OF A 2026 FORD TRANSIT VAN FOR USE BY THE POLICE DEPARTMENT

BACKGROUND

The police department has numerous IT needs that continue to grow not only within the PD but throughout the city with our complex dispatch/communications system. The police department currently lets IT staff use an old LESO vehicle in support of the growing PD IT needs. The LESO vehicle currently used is near the end of its mechanical reliability and has become inadequate in supporting the police department's IT needs. A new vehicle is being requested to continue to meet these needs. Nothing currently on the Arkansas vehicle bid contract will meet the specific needs of an IT Van. Thus, a bid waiver is being requested in order to secure a van that will fulfill the police departments IT needs.

The request for a bid waiver is based on the limited availability and specialized configuration of the transit van needed for IT operations. The vehicle is intended to support transport and deployment of network and technology equipment for off-sight facilities, which requires a cargo-style transit van with specific interior capacity. Since IT staff is responsible for our IT-related needs, we worked with IT staff to ensure the specific van needs were met. Upon reviewing the vans available on the state bid contract, it was determined that none matched the configuration needed. Our current patrol vehicle provider, Superior Automotive, was able to locate and provide a van to meet our specified requirements. This van is currently in their inventory.

In addition, proceeding through a formal bid process would likely delay the purchase and would likely result in the loss of the available unit without a reasonable

City of Bella Vista, Arkansas
City Hall

expectation that additional vendors would respond with competitive proposals.

For these reasons, staff believes a bid waiver is appropriate because competitive bidding is not feasible or practical in this instance due to limited market availability and the time-sensitive nature of securing an appropriate vehicle.

RECOMMENDATION

The Chief of Police recommends a bid waiver for the purchase of a new PD IT support van in an amount not to exceed \$60,000.

FISCAL IMPACT

This purchase was approved in the 2026 budget and will be funded in an amount not to exceed \$60,000 through the voter-approved 2026 police bonds.

ATTACHMENTS

1. Bid Waiver Superior Auto Transit Van
2. March City Council

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTOMOTIVE GROUP IN A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 FOR THE PURCHASE OF A 2026 FORD TRANSIT VAN FOR USE BY THE POLICE DEPARTMENT

WHEREAS, the Police Department is in need of an IT van for its operations; and

WHEREAS, after review of equipment available on the state bid contract, no suitable van is available pursuant to state contract; and

WHEREAS, a needed vehicle is available through Superior Automotive Group, and proceeding through a formal bid process would likely delay the purchase and may result in the loss of the available unit without a reasonable expectation that additional vendors would respond with competitive proposals;

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

SECTION 1. The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes a contract with Superior Automotive Group in a total amount not to exceed \$60,000.00 for the purchase of a Ford Transit van for use by the Police Department.

ADOPTED THIS ____ DAY OF _____, 2026.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

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

2026 TRANSIT NA

TRANSIT NA CLOTH

X1

101A

\$61,975 MSRP

\$58,975

VIN: 1FTBR1C81TKA15279

Stock ID: FA15279



Exterior Color
OXFORD WHITE



Interior Color
DARK PALAZZO GRAY
CLOTH



0 City / 0 Hwy
EPA Estimated MPG

Power & Handling

3.5L PFDI V6 (GAS)

10-SPEED TRANSMISSION

Exterior Features

- AUXILIARY FUEL PORT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- DOOR HANDLES - BLACK
- DUAL POWER MIRRORS
- EASY FUEL® CAPLESS FILLER
- GLASS - SOLAR-TINTED
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTOLAMP (ON/OFF)
- SINGLE SLIDING SIDE DOOR
- TIRE INFLATOR/SEALANT KIT
- WIPERS - RAIN-SENSING

Interior Features

- A/C CLIMATE CONTROL
- ACCESSORY TURN-OFF DELAY
- ASSIST HANDLES - A-PILLAR
- CENTER CONSOLE
- DUAL SUNVISORS
- ELECTRONIC AUTO TEMP CTRL
- INTERIOR LIGHTING - LED
- IP CLUSTER 8" DIGITAL SCRIN
- LOCKING GLOVE BOX
- POWERPOINT - 12V (FRONT)
- STEERING:TILT/TELESCOPE,
- CRUISE & AUDIO CONTROLS
- TACHOMETER
- USB A(1) AND C(1)-1ST ROW

Functional

- 5G MODEM
- AM/FM/MP3/BLUETOOTH & USB
- FORD CO-PILOT360®
- FORWARD COLLISION WARNING
- FRONT PARKING SENSORS
- KEYLESS ENTRY W/PUSH START
- LANE-KEEPING SYSTEM/ALERT
- POST-COLLISION BRAKING
- POWER LOCKS AND WINDOWS
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SYNC®4 & 12" TOUCHSCREEN
- WIRELESS APPLE CARPLAY®
- AND ANDROID AUTO

Safety/Security

- ADVANCETRAC WITH RSC®
- AIRBAGS – FRONT, SIDE AND
- SAFETY CANOPY® SYSTEM
- BRAKES - 4WHEEL DISC W/ABS
- ELCTR STABILITY/TRACTN CTL
- PASSIVE ANTI-THEFT SYSTEM
- PRE-COLLISION ASSIST W/AEB
- REAR HIGH MOUNT STOP LAMP
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS
- TIRE PRESSURE MONIT SYS

Warranty

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

Options

- 148" WHEELBASE
- 2026 MODEL YEAR
- OXFORD WHITE
- DARK PALAZZO GRAY CLOTH
- PREFERRED EQUIPMENT PKG.101A
- XL TRIM
- 3.5L PFDI V6 (GAS)
- 10-SPEED TRANSMISSION
- 235/65R16C BSW ALL-SEASON
- 3.73 NON-LIMITED SLIP AXLE
- JOB #1 ORDER
- FRONT LICENSE PLATE BRACKET
- 9150# GVWR PACKAGE
- 2WAY D/P HTD PALAZZO CLOTH
- B-PILLAR ASSIST HANDLE
- 50 STATE EMISSIONS
- BULKHEAD W/LOCKABLE DOOR
- HD TRAILER TOW PACKAGE
- CONN PKG: 1 YR INCL W/FORD APP
- EXTENDED FUEL TANK (31 GAL)
- FRONT OVERHEAD SHELF
- ELECTRICIAN TRADE PACKAGE
- WMI GWV CLASS B
- PREFERRED EQP PACKAGE 101A
- VINYL FRONT FLOOR COVERING

ROOF MARKER LAMP DELETE
SPARE TIRE AND WHEEL DELETE
SHORT-ARM PWR MIRRORS
ELEC AIR TEMP CONTROL
ICE PACK 2
SRW - STEEL W/ BLACK HUBCAP
CLOTH
DARK PALAZZO GRAY
PRIVACY GLASS
LESS REAR SEAT PACK

Dealer Add-ons



MEETING DATE PREPARED BY LEGISLATIVE TITLE

March 16, 2026 Wanda Krug, City Clerk **ORDINANCE:** PROHIBITING CAMPING AND VEHICLE HABITATION ON CERTAIN PUBLIC PROPERTY, PROVIDING DEFINITIONS, ESTABLISHING ENFORCEMENT PROCEDURES, PROVIDING EXEMPTIONS, PROVIDING PENALTIES, AND FOR OTHER PURPOSES

AGENDA ITEM # IV.D

ORDINANCE: PROHIBITING CAMPING AND VEHICLE HABITATION ON CERTAIN PUBLIC PROPERTY, PROVIDING DEFINITIONS, ESTABLISHING ENFORCEMENT PROCEDURES, PROVIDING EXEMPTIONS, PROVIDING PENALTIES, AND FOR OTHER PURPOSES

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Ordinance Vehicle Habitation

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

PROHIBITING CAMPING AND VEHICLE HABITATION ON CERTAIN PUBLIC PROPERTY, PROVIDING DEFINITIONS, ESTABLISHING ENFORCEMENT PROCEDURES, PROVIDING EXEMPTIONS, PROVIDING PENALTIES, AND FOR OTHER PURPOSES

WHEREAS, the City Council finds that camping and habitation in public rights-of-way and other public property can impede pedestrian and vehicular traffic, interfere with access to businesses and residences, create public health and safety concerns, and impede the intended use of public spaces; and

WHEREAS, the City has a legitimate governmental interest in maintaining safe, sanitary, and accessible public streets, sidewalks, publicly-owned or controlled property, and rights-of-way;

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

SECTION 1: PURPOSE.

The purpose of this Ordinance is to promote public health, safety, and welfare by regulating camping and the use of vehicles as living quarters on public property, while preserving lawful access to public spaces.

SECTION 2: DEFINITIONS.

For purposes of this Ordinance:

- (a) “Public Property” means any property owned, leased, maintained, or controlled by the City, including but not limited to streets, sidewalks, alleys, rights-of-way, parks, plazas, parking lots, greenways, recreational trails, and public buildings.
- (b) “Right-of-Way” means the area dedicated to public use for pedestrian or vehicular travel, including sidewalks, streets, medians, and adjacent areas.
- (c) “Camping” means:
 - 1. Erecting or maintaining a tent or temporary shelter;
 - 2. Placing or using bedding materials, sleeping bags, blankets, mattresses, or similar items for the purpose of sleeping outdoors;
 - 3. Storing personal belongings in a manner consistent with habitation; or
 - 4. Remaining overnight in a location with indicia of living accommodation.
- (d) “Vehicle Habitation” means occupying a motor vehicle for the purpose of sleeping, cooking, or otherwise using the vehicle as living quarters.

(e) “Authorized Area” means a location specifically designated by the City for camping or overnight vehicle parking pursuant to a permit or written authorization.

SECTION 3: PROHIBITED ACTS.

- (a) Camping on Public Property.
It shall be unlawful for any person to camp on Public Property except within an Authorized Area.
- (b) Camping in the Public Right-of Way
It shall be unlawful for any person to camp, sleep, or place bedding or personal property in any Right-of-Way in a manner that:
 - 1. Obstructs pedestrian or vehicular passage;
 - 2. Blocks access to any building, driveway, fire hydrant, or utility; or
 - 3. Interferes with the intended public use of such property.
- (c) Vehicle Habitation on Public Property
It shall be unlawful for any person to engage in Vehicle Habitation while parked or stopped on Public Property, except in an Authorized Area.

SECTION 4: NOTICE AND ENFORCEMENT.

- (a) Notice to Vacate.
Except where an immediate threat to public health or safety exists, a law enforcement officer shall provide notice to vacate prior to issuing a citation. Notice may be verbal and shall identify:
 - (1) The specific conduct violating this Ordinance;
 - (2) The requirement to cease such conduct; and
 - (3) A reasonable time to comply, not to exceed twenty-four (24) hours.
- (b) Immediate Enforcement.
Immediate citation or removal may occur where:
 - (1) The conduct presents a fire hazard or public safety risk;
 - (2) The location obstructs emergency access; or
 - (3) The individual has previously received notice within the prior thirty (30) days.
- (c) Personal Property.
If personal property is removed pursuant to this Ordinance, the City shall:
 - (1) Make reasonable efforts to document and store non-hazardous property;
 - (2) Provide information regarding retrieval procedures; and
 - (3) Dispose of unclaimed property in accordance with Arkansas law.

SECTION 5: EXEMPTIONS.

This Ordinance shall not apply to:

- (a) Camping within designated public campgrounds;
- (b) Special events authorized by City permit;

- (c) Emergency response personnel acting within the scope of official duties; or
- (d) Persons temporarily stranded due to vehicle malfunction for a period not exceeding twenty-four (24) hours.

SECTION 6: PENALTIES.

Any person violating this Ordinance shall, upon conviction, be subject to the penalties provided in Section 1-8 of the City Code.

SECTION 7: SEVERABILITY.

If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions.

ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Council Member Travis Harp



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
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March 16, 2026	Wanda Krug, City Clerk	ORDINANCE: AMENDING ORDINANCE NO. 2025-16 ESTABLISHING A BUSINESS LICENSE TO EXEMPT SHORT-TERM RENTAL MANAGEMENT BUSINESSES FROM THE LICENSING REQUIREMENT, AND FOR OTHER PURPOSES
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AGENDA ITEM # IV.E

ORDINANCE: AMENDING ORDINANCE NO. 2025-16 ESTABLISHING A BUSINESS LICENSE TO EXEMPT SHORT-TERM RENTAL MANAGEMENT BUSINESSES FROM THE LICENSING REQUIREMENT, AND FOR OTHER PURPOSES

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ordinance Exempting Property Mgmt-modified030226

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING ORDINANCE NO. 2025-16 ESTABLISHING A BUSINESS LICENSE TO EXEMPT SHORT-TERM RENTAL MANAGEMENT BUSINESSES FROM THE LICENSING REQUIREMENT, AND FOR OTHER PURPOSES

WHEREAS, Ordinance No. 2025-16 established a business license in the City; and

WHEREAS, the Ordinance exempted short-term rentals, but maintained that property management businesses were not exempt, even if they managed short-term rentals as part of their operations; and

WHEREAS, the Council desires to remove the city business license requirement from all property management businesses;

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

SECTION 1: Subsection 4(f) of Ordinance No. 2025-16 is hereby amended so that, after amendment, the Subsection shall read as follows:

“(f) Short-term rentals as defined in the City short-term rental ordinance, and businesses exclusively managing short-term rentals.”

ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Council Member Travis Harp



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
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March 16, 2026	Wanda Krug, City Clerk	ORDINANCE: REQUIRING THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION TO PUBLISH FINANCIAL STATEMENTS ON ITS OFFICIAL WEBSITE, AND FOR OTHER PURPOSES
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AGENDA ITEM # IV.F

ORDINANCE: REQUIRING THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION TO PUBLISH FINANCIAL STATEMENTS ON ITS OFFICIAL WEBSITE, AND FOR OTHER PURPOSES

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ordinance A&P financials

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

REQUIRING THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION TO PUBLISH FINANCIAL STATEMENTS ON ITS OFFICIAL WEBSITE, AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Bella Vista, Arkansas, finds that transparency and public access to the actions and expenditures of the Bella Vista Advertising and Promotion Commission are best promoted by timely online publication of its financial statements; and

WHEREAS, the City Council desires to establish a defined period during which such financial statements must remain available on the Commission’s official website;

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

SECTION 1: Publication of Financial Statements and Definition

The Bella Vista Advertising and Promotion Commission (“Commission”) shall publish its financial statements on its official website. “Financial statements” means any written financial report, summary, or presentation concerning the Commission’s revenues, expenditures, assets, liabilities, fund balances, or budget status that is presented to the Commission at a regular or special meeting, including monthly financial reports, year-end financial statements, and audit reports; provided, however, that the term does not include underlying invoices, bank statements, or internal working papers.

SECTION 2: Timeframe for Publication

Financial statements shall be posted within thirty (30) days after receipt by the Commission, or as soon thereafter as practicable.

SECTION 3: Website Retention Period

Financial statements posted pursuant to this Ordinance shall remain publicly accessible on the Commission’s official website for a period of not less than two (2) years from the date of posting. Nothing herein shall prohibit the Commission from maintaining such financial statements online for a longer period.

SECTION 4: Applicability

In addition to financial statements received by the Commission after the effective date of this Ordinance, the Commission shall post on its official website all financial statements occurring during the twelve (12) months immediately preceding the effective date of this Ordinance, and

such financial statements shall remain posted for at least two (2) years from the date they are first published pursuant to this Section.

SECTION 5: Severability

If any section, clause, sentence, or provision of this Ordinance is found to be invalid or unconstitutional, such finding shall not affect the remaining provisions, which are declared to be severable.

ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

JOHN D. FLYNN
MAYOR

ATTEST:

WANDA KRUG
CITY CLERK

Requested by: Council Member Travis Harp



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 16, 2026	Kim Hall, Finance Director	RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$61,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2025

AGENDA ITEM # IV.G

RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$61,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2025

BACKGROUND

Forvis has been our auditor for several years. This is for the audit ending December 31, 2025.

RECOMMENDATION

approval

FISCAL IMPACT

Item is budgeted

ATTACHMENTS

1. Resolution Forvis Audit Services
2. City of Bella Vista AR - Contract - Annual Audit 2025 (1234377) - Firm Signed

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FORVIS MAZARS, LLP IN AN AMOUNT NOT TO EXCEED \$61,000.00 FOR AUDIT SERVICES FOR THE YEAR ENDED DECEMBER 31, 2025

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Forvis Mazars, LLP in an amount not to exceed \$61,000.00 for audit services for the year ended December 31, 2025.

ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

Mayor John D. Flynn

Attest:

City Clerk Wanda Krug

Requested by Mayor

March 10, 2026

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

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

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

- Terms and Conditions Addendum

Summary Scope of Services

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

CITY OF BELLA VISTA, ARKANSAS

- Audit Services for the year ended December 31, 2025

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

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

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

Engagement Fees

The fee for our services will be \$61,000.

Included in this fee are travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

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

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

- Mergers or acquisitions
- Change in accounting principles other than GASB 102
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting
- Quantitative impairment analysis of long-lived assets
- Need for a single audit under Uniform Guidance due to City having \$1,000,000 in federal expenditures

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees. If a single audit is required the additional fee will be between \$10,000 and \$12,000 for one major federal program.

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

Contract Agreement

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

Forvis Mazars, LLP

Forvis Mazars, LLP

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

BY _____
John Flynn, Mayor

DATE _____

BY _____
Kim Hall, Director of Finance

DATE _____

Scope of Services – Audit Services

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

CITY OF BELLA VISTA, ARKANSAS as of and for the year ended December 31, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*

You have informed us that the audited financial statements are expected to be presented along with management’s annual report. Management is responsible for the other information included in the annual report. The other information comprises the annual report but does not include the financial statements and our auditor’s report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes

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

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

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

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

Entity Name

CITY OF BELLA VISTA, ARKANSAS

Party Name

City Council

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

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error.

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

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

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

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

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

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

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

**Limitations &
Fraud**

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

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

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

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

Opinion

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

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

Your Responsibilities

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

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

Required Supplementary Information

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

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

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

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

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

**Supplementary
Information**

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

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

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

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

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

**Peer Review
Report**

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

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

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

BILLING, PAYMENT, & TERMINATION

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

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

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

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

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

DISPUTES & DISCLAIMERS

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

provision is disallowed by applicable law or professional standards.

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

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

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

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

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

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is

subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

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

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

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same

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

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

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

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar

relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
March 16, 2026	Kim Hall, Finance Director	RESOLUTION: AMENDING THE 2026 CITY BUDGET TO RE-APPROPRIATE UNSPENT DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2025

AGENDA ITEM # IV.H

RESOLUTION: AMENDING THE 2026 CITY BUDGET TO RE-APPROPRIATE UNSPENT DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2025

BACKGROUND

Cash donations are provided to various departments. The City's procedure is to assign the donation to the department to be spent in accordance with City policy. Yearly we review the donation balances from the prior year and appropriate them in the the current year budget. The Current year budget adjustment is \$381,028.12

RECOMMENDATION

Approval.

FISCAL IMPACT

Donations are included in the Assigned Funds category in the Financial Statements. City procedure is that for donations received in 2026, they are assumed budgeted and can be spent in 2026 without additional council approval.

ATTACHMENTS

1. Resolution Budget Adjust donations
2. 2026; Assigned Funds Budget Adj
3. 2025.12 Assigned fund

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE 2026 CITY BUDGET TO RE-APPROPRIATE UNSPENT
DONATION REVENUE TO VARIOUS DEPARTMENTS FROM 2025**

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

SECTION 1: The City Council of the City of Bella Vista hereby amends the 2026 City Budget to re-appropriate unspent donation revenue to various departments from 2025 in accordance with the attached exhibit, which is incorporated into this Resolution as if set out word for word herein.

ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

Mayor John D. Flynn

ATTEST:

City Clerk Wanda Krug

Requested by Mayor

City of Bella Vista Budget Amendment Request Form

Expense not included in the annual budget process.

Meeting Date 3/16/26

Department 10-Admin

Budget Impact Information

Agenda / Expense Description

Amend 2026 to allocate the 2025 Assigned funds

Amount

\$ 381,028.12

Fund

General



Source

Choose Source

Expense Dept

Choose Expense Dept

Account Name or Number

Various Departments & Donation Accounts 

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

2024 Year END

2025 Budget Year

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

Dept. No.	Acct. Name	Beginning Fund balance as of 12/31/2024	2025 Revenue	2025 Expenditures	Accumulated donations as of 12/31/2025
15	Donations - Trails Management		8,000.00		
15	Oper-Use of Donation – Trail			0.00	
Fund Balance	Trail Management	35,754.50	8,000.00	0.00	43,754.50
20	Donations - PD - Car Seats Fund				
20	Operations - Use of Donations - PD Car seats Fund			0.00	
Fund Balance	Police Dept. Car Seats Fund	89.37	0.00	0.00	89.37
20	Donations-PD-General Use		2,051.00		
	Additional donation				
20	Operations-Use of Donations-PD General Use			1,939.00	
Fund Balance	Donations-PD-General Use	15,370.89	2,051.00	1,939.00	15,482.89
20	Donations-PD- K-9		13.30		
20	Operations-Use of Donations-PD K-9			0.00	
Fund Balance	Donations-PD-K-9	0.00	13.30	0.00	13.30
30	Donations-FD-General		22,020.00		
30	Operations-Use of Donations-FD-General			27,187.47	
Fund Balance	Fire and Ambulance General Donations Fund	52,433.62	22,020.00	27,187.47	47,266.15
30	Hazmat Revenue		7,888.19		
30	Hazmat Expenditures			2,335.75	
Fund Balance	Hazmat Grant - Benton County	32,224.50	7,888.19	2,335.75	37,776.94
60	Library Donations - Teen/Young Adult		4,500.00		
60	Operations-Use of Donations-Library Teen/Young Adult			2,544.19	
Fund Balance	Library Donations - Teen/Young Adult	2,142.03	4,500.00	2,544.19	4,097.84
60	Library Donations - General Use		8,394.85		
60	Operations-Use of Donations-Library General Use			24,069.20	
Fund Balance	Library Donations - General Use	246,137.18	8,394.85	24,069.20	230,462.83
60	Library Donations - Electronic Media		0.00		
60	Operations-Use of Donations-Library Electronic Media				
Fund Balance	Library Donations - Electronic Media	0.00	0.00	0.00	0.00
	Total Internally Assigned	386,249.69		381,028.12	