



BELLA VISTA

A place to call home

MEETING: REGULAR CITY COUNCIL MEETING

DATE AND TIME: **Monday, December 21, 2015 – 6:30 P.M.**

Bella Vista American Legion Post 341
1889 Bella Vista Way (Hwy 71 & Kingsland Rd)
Bella Vista, Arkansas

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with the Section 25-19-106 of the Freedom of Information Act, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **INVOCATION** – Reverend Dennis Ritchie, Presbyterian Church of Bella Vista.
*** (See disclaimer below)
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **ROLL CALL:** Mayor Peter Christie, Aldermen Frank Anderson, John Flynn, Allen King, Becky Morgan, James Wozniak and Larry Wilson
- V. **CITIZEN INPUT/PUBLIC APPEARANCES:** *Please be advised that it is the policy of the municipality that there will be a three minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, but no response or action will be made under public comment.*
- VI. **APPROVAL OF MINUTES:** Nov.16, 2015 and Nov. 30, 2015
- VII. **REPORTS:**
 - A. Mayor's Report –
 - B. Monthly Financial Report – November, 2015
- VIII. **MOTION TO SUSPEND RULES:** and read all proposed ordinances and resolutions on the agenda by title only.
- IX. **NEW BUSINESS:**

- A. ORDINANCE NO 2015-ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC, AND FOR OTHER PURPOSES. Second reading.**
- B. ORDINANCE NO 2015- AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO ESTABLISH A BELLA VISTA ARTS COUNCIL, TO DEFINE ITS MEMBERSHIP, PURPOSE, POWERS AND DUTIES, AND FOR OTHER PURPOSES. First Reading.**
- C. ORDINANCE NO. 2015-AMENDING SECTION 109-166(a) OF THE MUNICIPAL CODE TO PROVIDE FOR STRICTER ACCESSORY STRUCTURE SETBACKS, AND FOR OTHER PURPOSES. First Reading.**
- D. ORDINANCE NO. 2015- ACCEPTING AND CONFIRMING RIGHTS-OF-WAY DEDICATED TO THE PUBLIC FOR MEMORIAL DRIVE, AND FOR OTHER PURPOSES. First Reading.**
- E. ORDINANCE NO. 2015-WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF BACKHOE REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED \$65,000.00, FROM SCOTT EQUIPMENT, AMENDING THE 2016 CITY BUDGET, AND FOR OTHER PURPOSES.**
- F. R2015- RESOLUTION- AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2015 ANNUAL CITY BUDGET.**
- G. R2015-RESOLUTION- RE-APPOINTING MEMBERS TO THE BOARD OF CONSTRUCTION APPEALS TO FILL EXPIRING TERMS.**
- H. R2015-RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LONE STAR EMERGENCY VEHICLES, THROUGH THE HOUSTON GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING PROGRAM, IN AN AMOUNT NOT TO EXCEED \$216,000.00, FOR THE PURCHASE OF A 2016 4X4 CHIEF XL BRAUN AMBULANCE FOR USE BY THE FIRE DEPARTMENT.**
- I. R2015-RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH WAL-MART STORES, INC. IN THE ANNUAL AMOUNT OF \$12,000.00 FOR THE PURPOSE OF THE CITY PROVIDING EMERGENCY FIRE RESPONSE COVERAGE TO WAL-MART FACILITIES LOCATED IN MCDONALD COUNTY, MISSOURI, AND FOR OTHER PURPOSES.**
- J. R2015-RESOLUTION- APPOINTING MEMBER TO THE BOARD OF ZONING ADJUSTMENT TO FILL VACATED POSITION.**
- K. R2015-RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES.**

- L. R2015-RESOLUTION-AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SIXTH ADDENDUM TO THE LEASE AGREEMENT WITH COOPER COMMUNITIES, INC. FOR SPACE FOR THE STREET DEPARTMENT ON PINION DRIVE.**
- M. R2015-RESOLUTION-ACCEPTING RECREATIONAL TRAIL PROPERTY FROM COOPER COMMUNITIES, INC., SUBJECT TO TERMS AND CONDITIONS, FOR PURPOSES OF FACILITATING A PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY.**
- N. R2015-RESOLUTION-ACCEPTING THE FINANCIAL AUDIT REPORT PRESENTED BY THE ARKANSAS DIVISION OF LEGISLATIVE AUDIT FOR THE YEAR ENDING DECEMBER 31, 2014.**
- O. R2015-RESOLUTION-AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GRANT LEISURE IN AN AMOUNT NOT TO EXCEED \$19,950.00 FOR PURPOSES OF PROCURING AN ECONOMIC DEVELOPMENT STUDY AND AUTHORIZING A COST-SHARE WITH THE BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

DISCUSSION –

MEETINGS AND ANNOUNCEMENTS:

- **The next City Council Work Session will be Tuesday Jan. 19 2016 @ 5:30PM in the City Hall Conference Room.**
- **The next Regular meeting of the City Council, Monday Jan. 25, 2016 at 6:30 PM at the Bella Vista American Legion Hall.**
- **Planning Commission Work Session will be Wednesday Dec. 31, 2015 at 4:30PM in the City Hall conference room.**
- **Planning Commission Regular Meeting will be Jan. 11, 2016 at 6:45PM in the Cooper Elementary School Cafeteria.**
- **Public Safety Committee Meeting will be January 13 at 9:00AM in the City Hall Conference room.**

ADJOURNMENT

*** Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the City Clerk at 479-876-1255.

*** Any invocation that may be offered at the start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent the religious beliefs or views of the Council in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Council. Copies of the policy governing invocations and setting forth the procedure to have a person deliver an invocation are available upon request submitted to the Bella Vista City Clerk.

Bella Vista City Council Meeting Minutes – November 16, 2015

Meeting called to order by Mayor Peter Christie at 6:32PM

Invocation was given by Reverend Dennis Ritchie of the Presbyterian Church of Bella Vista.

Pledge of Allegiance was recited by all.

Clerk Jertson called the role of council: Alderman Anderson, Morgan, King, Wilson, Wozniak & Flynn were present. Quorum achieved.

Citizen Input: There were two individual signed up to address council.

Linda Lloyd, 102 Fairway Drive spoke of her support of the work of the Bella Vista Historical Museum.

Zyta Lucas, 22 Thirsk Ln thanked the council for their past support of the Museum and reported that they had received a grant to put a new roof on the old 1927 Bella Vista water tank. She thanked the council for their support of the work of the Historical Museum.

Approval of Minutes: Minutes from the October 26, 2015 Council meeting were first. Motion by Alderman Anderson to approve, second by Alderman King. Approved by show of hands 6 ayes. 0 nays.

Next were the minutes of the November 9th, 2015 Special Meeting, Motion to approve by Alderman King, second by Alderman Wozniak. Approved by show of hands, 6 ayes, 0 nays.

Motion to Suspend the Rules and read all Ordinances and Resolutions by title only and to amend the agenda to add a Resolution to this evenings agenda concerning the purchase of a new 2015 Ram 1500 pickup for the Community Services department. This will be item K. Motion was made by Alderman Flynn, second by Alderman Morgan. Roll call vote resulted in 6 ayes, 0 nays. Approved.

ORDINANCE NO 2015-ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC, AND FOR OTHER PURPOSES. *This is the first reading.*

ORDINANCE NO 2015-27-AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PROVIDE FOR REGULATION OF THE BURNING OF CERTAIN STRUCTURES TO PREVENT OR ELIMINATE FIRE HAZARDS, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES. There was an Amendment offered that changed some of the wording that had been discussed at the Council work session. The amendment offers more clarification to this Ordinance. City Attorney Kelley explained the changes and the reasons for the changes. Motion to amend this Ordinance was made by Alderman King, second by Flynn. Roll call vote resulted in passage, 6 ayes, 0 nays. Amendment approved. The Mayor then explained the need to suspend the rules and waive 3 readings and move to final reading. Alderman Wozniak made the motion, second by Alderman Morgan. Vote was 6 ayes, 0 nays. Ordinance was then read for the final time and a motion was made by Alderman Wozniak, second by Alderman Morgan. Vote was taken and passed by a vote of 6 ayes, 0 nays. At this point Alderman Morgan move to adopt an Emergency Clause to put this in effect immediately. Second by Alderman Wozniak. Roll Call vote taken and passed by a vote of 6 ayes, 0 nays. Ordinance adopted.

R2015-72- RESOLUTION- AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR GRANT FUNDING TO THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM. This was explained by the Mayor and also

commented on by Director Suneson. A motion to adopt was made by Alderman Flynn, second by Alderman Anderson. Adopted by a vote of 6 ayes, 0 nays.

R2015-73- RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE BELLA VISTA HISTORICAL MUSEUM FOR THE PROVISION OF MUSEUM SERVICES TO CITIZENS OF THE CITY. Motion to adopt by Alderman Wozniak, second by Alderman Flynn. Vote resulted in 6 ayes, 0 nays. Adopted.

R2015-74- RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT NO. 2 TO THE CONTRACT FOR ANIMAL SERVICES WITH THE BELLA VISTA ANIMAL SHELTER TO PROVIDE EXTENSION OF THE CONTRACT THROUGH CALENDAR YEAR 2016. Motion to approve by Alderman Wozniak, second by Alderman Anderson. Adopted by a vote of 6 ayes, 0 nays.

R2015-75- RESOLUTION- APPROVING A LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE CITY OF BELLA VISTA POLICE DEPARTMENT AND THE CITY OF GRAVETTE POLICE DEPARTMENT. This is the last neighboring city for this agreement. Alderman Anderson moved approval, second by Alderman Wozniak. Vote of 6 ayes, 0 nays. Adopted.

R2015-76-RESOLUTION- APPOINTING MEMBERS TO THE CITY OF BELLA VISTA PUBLIC LIBRARY ADVISORY BOARD. The Mayor spoke about the reappointment of two board members who have agreed to remain on the Library advisory board for a 5 year term. Motion to approve by Alderman Flynn, second by Alderman Wozniak. Adopted by vote of 6 ayes, 0 nays.

R2015-77-RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A TRAIL LICENSE AGREEMENT AND TRAIL MAINTENANCE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC., FOR PURPOSES OF FACILITATING A PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY. The Mayor explained the work that has gone into arriving at this agreement with the various entities involved. The Mayor then asked Attorney Kelley to comment on the agreement as to the process and the reasons for this process. Motion to approve by Alderman Anderson, second by Alderman Wozniak. Roll call vote 6 ayes, 0 nays. Adopted.

R2015-78-RESOLUTION- SETTING THE MEETING SCHEDULE FOR THE BELLA VISTA CITY COUNCIL FOR CALENDAR YEAR 2016. A motion was made by Alderman Flynn and seconded by Alderman Wozniak to approve, 6 ayes, 0 nays. Adopted.

R2015-79-RESOLUTION- Establishing Residential and Commercial Rates for Solid Waste (trash) Collection in the City. The Mayor explained that as a result of the discussion at the work session he went back and negotiated a lower rate increase from Republic. The increase is 3.9% for 2016 and calls for an amendment to the resolution to the new rates. Amendment moved by Alderman Flynn, second by Alderman King. Vote of 6 ayes, 0 nays amendment approved. At this point the motion was made to adopt the amended motion was made by Alderman Flynn, second by Alderman Wozniak. Adopted by vote of 6 ayes, 0 nays.

R2015-80- RESOLUTION-AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LANDERS CHRYSLER PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR PURPOSES OF PURCHASING ONE (1) NEW RAM 1500 CREW CAB VEHICLE, AND FOR OTHER PURPOSES. This is the item that was added to the agenda at the beginning of the meeting. Motion to approve by Alderman Morgan, second by Alderman Flynn. Vote of 6 ayes, 0 nays. Adopted.

DISCUSSION – The Mayor spoke about the Budget draft for 2016 has been finished and will be available to the Council on Tuesday the 17th. He commented on the City Marketing plan. This is ongoing and nothing to report at this time.

The Mayor then went through the meetings and announcements;

MEETINGS AND ANNOUNCEMENTS:

- The next City Council Work Session will be Monday Dec. 14 2015 @ 5:30PM in the City Hall Conference Room.
- The next Regular meeting of the City Council, Monday Dec. 21, 2015 at 6:30 PM at the Bella Vista American Legion Hall.
- Planning Commission Work Session will be Wednesday Dec. 2, 2015 at 4:00PM in the City Hall conference room.
- Planning Commission Regular Meeting will be Dec 14, 2015 at 6:30PM in the City Hall Conference room.
- Public Safety Committee Meeting will be Dec. 9, 2015 at 9:00AM in the City Hall Conference room.

Alderman Anderson then brought up the issue on 17 Brompton Dr with the storage shed in front of a home. He asked the administration to look into making some adjustments to the rules to avoid this issue happening in the future. The Mayor added some comments and agreed to look at this issue.

Meeting was adjourned at 7:12PM.

City Clerk Wayne M. Jertson

Mayor Peter A. Christie

Bella Vista City Council Special Meeting, November 30, 2015. City Hall Conference Room

Meeting called to order by Mayor Christie at 5:00PM

Roll call of Council by City Clerk Jertson; Alderman Morgan, Wilson, Flynn, Wozniak and King present. Alderman Anderson absent.

Two items of business were taken up at this meeting:

R2015-81-RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH EMERGENCY VEHICLE SPECIALISTS, A G&W DIESEL SERVICES, INC. COMPANY, THROUGH THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM, IN THE TOTAL AMOUNT OF \$59,413.22, FOR THE PURCHASE OF THREE (3) HOLMATRO GCT 4150 COMBI TOOLS (JAWS OF LIFE) WITH ASSOCIATED EQUIPMENT FOR USE BY THE FIRE DEPARTMENT.

The Resolution was read by the Mayor, Chief Sims commented on the need for this equipment to be updated. This will provide both hydraulic and electric equipment. A few questions were asked by Council. A Motion was made by Alderman Wozniak and seconded by Alderman King to approve this purchase. Roll Call Vote was held and supported by Alderman Flynn, Morgan, Wozniak, Wilson and King.

R2015-82-RESOLUTION- ADOPTING A CITY BUDGET FOR THE CITY OF BELLA VISTA FOR THE CALENDAR YEAR 2016, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE, AND FOR OTHER PURPOSES.

This Resolution was read and then explained by Mayor Christie in detail. Council asked various questions which were discussed and answered. It was brought up that Bella Vista would no longer financially support the Bentonville/Bella Vista Chamber of Commerce. We would however remain involved in the Bella Vista Business Association. Another item talked about was the establishment of a Farmers Market in the area near the new Mercy Bella Vista Clinic. Someone has stepped up to spearhead this effort. After much discussion and review of the many factors that went into the 2016 budget a motion was made by Alderman King, seconded by Alderman Wilson to approve. Roll call vote was called and the budget was adopted by all 5 Alderman present. Alderman Flynn, King, Wozniak, Wilson & Morgan voted Aye.

Announcements: City Council Work Session 12/14/2015 at 5:30 City Hall

City Council Regular Meeting 12/21/2015, 6:30pm American Legion

Meeting Adjourned at 5:36PM by Mayor Christie.

City Clerk Wayne Jertson

Mayor Peter Christie

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: November 16, 2016 – Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Accepting and Confirming Easements Dedicated to the Public, and for Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Municipal Code §107-128 requires Planning Commission and City Council review of incidental subdivisions that dedicates either rights-of-way or easements to the public.

PLA-2015-23132 was reviewed by the Planning Commission on November 09, 2015. This item is a lot split for Danny and Carlene Looney on Benton County Parcel #18-07966-000, in total comprising approximately 40.64 acres of land. The instrument creates two parcels of 3.51 and 37.13 acres, with the smaller parcel intended to be conveyed to a family member as a wedding present. It provides for right-of-way dedications for both Looney Road and Henson Road to conform to Master Street Plan requirements. The survey instrument would convey utility and drainage easements in conformance with the Subdivision regulations of the municipal code.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: Staff recommends approval of the ordinance since it conforms to the Master Street Plan and Subdivision provisions of the Municipal Code. Planning Commission recommended approval of the item on August 10, 2015, at its regular meeting.

Staff is requesting waiver of the normal three readings of the ordinance to expedite recordation of the document.

ACTION REQUESTED:
Motion to adopt

ORDINANCE NO. 2015-_____

**ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC, AND
FOR OTHER PURPOSES.**

WHEREAS, A.C.A. 14-301-102 requires that publicly dedicated easements and rights-of-way within the City be accepted and confirmed by an ordinance specifically passed for that purpose; and

WHEREAS, Municipal Code §107-128 requires Planning Commission and City Council review of incidental subdivisions that require the dedication of easements and rights-of-way; and

WHEREAS, on November 09, 2015, the Bella Vista Planning Commission reviewed and recommended approval of PLA-2015-23132, requiring the easement dedication on the subject parcel.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Bella Vista, Arkansas:

Section 1. The public rights-of-way and easements shown in the attached Exhibit 'A', which is made a part hereof, are hereby accepted and confirmed for public use.

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

Prepared by: Christopher Suneson, PLA, Director of Community Development Services

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO ESTABLISH A BELLA VISTA ARTS COUNCIL, TO DEFINE ITS MEMBERSHIP, PURPOSE, POWERS AND DUTIES, AND FOR OTHER PURPOSES

WHEREAS, promotion, encouragement and appreciation of the arts is an important part of cultural life in the City of Bella Vista; and

WHEREAS, establishing a group of interested citizens to advise the City with regard to artistic displays on public property is deemed advisable;

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

SECTION 1: The Code of Ordinances of the City of Bella Vista, Arkansas is hereby amended by adding a new Chapter 5—Boards, Commissions and Committees, which shall read as follows:

**“CHAPTER 5
BOARDS, COMMISSIONS AND COMMITTEES**

**Article I. In General
(Reserved)**

Article II. Arts Council

Sec. 5-1 Arts Council Established; Membership

- (a) There is hereby created an advisory board of the City of Bella Vista called the Bella Vista Arts Council. The Council shall have three (3) members appointed by the Mayor, with the approval of the City Council. Upon initial appointment the three (3) members’ terms shall be staggered such that one member shall serve a one (1) year term, one member shall serve a two (2) year term, and one member shall serve a three (3) year term. After the conclusion of the initial terms, all appointments or reappointments shall be for a term of three (3) years.
- (b) Members of the Bella Vista Arts Council shall be artistic professionals or residents of the city of diverse backgrounds with strong interests in the arts and culture of Bella Vista.
- (c) At its first meeting, and every year thereafter, members of the Bella Vista Arts Council shall name a Chairperson.

Sec. 5-2 Purpose

The purpose of the Bella Vista Arts Council shall be to promote and encourage the appreciation and enhancement of the arts and culture in Bella Vista.

Sec. 5-3 Powers and Duties

(a) The Bella Vista Arts Council shall have the following powers and duties:

- (1) Review art to be located on public property or rights-of-way that has been or is to be donated to the City of Bella Vista and make recommendations to the Mayor and City Council with regard to the same, respecting the diversity of art and giving consideration to the efforts of a potential donor to the City;
- (2) Advise the Mayor and City Council on matters related to using public art to enhance existing development;
- (3) Advise the Mayor and City Council on how to increase public awareness and enjoyment of the visual arts;
- (4) Advise the Mayor and City Council on how to increase the value and aesthetics of public lands and buildings to enrich the City economically, socially and culturally;
- (5) Advise the Mayor and City Council on establishing a process for selecting and exhibiting art on city-owned property;
- (6) Advise the Mayor and City Council on the implementation of public art programs;
- (7) Ensure that artwork and the creative concepts of artists are supported;
- (8) Provide advice and input with the planning of capital improvement projects undertaken by the City where there is potential for aesthetic involvement and where the arts may be incorporated into the final design of the project. This may include streets, trails, structures and infrastructure improvements; and
- (9) Adopt rules for the conduct of its business meetings.”

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: December 21, 2015 Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Amending Section 109-166(a) of the Municipal Code to Provide for Stricter Accessory Structure Setbacks, and for Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: The recent construction of an accessory storage building in the front yard of 17 Brompton Lane has caused concern from residents. At the request of several alderman, Staff has prepared the following amendment to the municipal code that would require placement of accessory structures behind the front plane of the primary structure on a lot. Section 109-166(a) currently reads:

Sec. 109-166. - Accessory buildings.

- (a) Nonresidential buildings. An accessory nonresidential building may be erected detached from the principal building, or, except when a stable, may be erected as an integral part of the principal building.
- (1) Attached accessory. An accessory building attached to a main building shall be made structurally a part and have a common wall with the main building and shall comply in all respects with the requirements of this article applicable to the principal building.
 - (2) Size. An accessory building shall be no larger than 720 square feet and shall have a similar architecture to that of the main structure.
 - (3) Setbacks. Detached accessory nonresidential buildings shall meet all setbacks for the zone as designated.
 - (4) Height. Accessory buildings shall not exceed the maximum height as allowed by the zoning district in which it is located.
 - (5) Barns and stables. Barns and stables shall not be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which they are located.

Proposed revisions, with deletions indicated with ~~strikethrough~~ text and additions in **bold text**, would read as such:

Sec. 109-166. - Accessory buildings.

- (a) *Nonresidential buildings.* An accessory nonresidential building may be erected detached from the principal building, or, except when a stable, may be erected as an integral part of the principal building.
- (1) *Attached accessory.* An accessory building attached to a main building shall be made structurally a part and have a common wall with the main building and shall comply in all respects with the requirements of this article applicable to the principal building.
 - (2) ~~Size. An accessory building shall be no larger than 720 square feet and shall have a similar architecture to that of the main structure.~~
Setbacks. Detached accessory. Detached accessory nonresidential buildings shall meet all setbacks for the zone ~~as designated~~ **in which they are located, and shall be located at or behind the front plane of the primary structure.**
 - (3) *Height.* Accessory buildings shall not exceed the maximum height as allowed by the zoning district in which it is located.
 - (4) *Barns and stables.* Barns and stables shall not be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which they are located.

The effect of this amendment would ensure, for construction after the passage of the amendment, that 1) accessory structures would be located at or behind the primary structure on a lot, and 2) remove size limitations on those accessory structure.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt

ORDINANCE NO. 2015-_____

AMENDING SECTION 109-166(a) OF THE MUNICIPAL CODE TO PROVIDE FOR STRICTER ACCESSORY STRUCTURE SETBACKS, AND FOR OTHER PURPOSES

WHEREAS, Section 109-166(a) provides that nonresidential accessory structures shall meet the building setbacks for the zoning district in which they are located; and

WHEREAS, It is hereby found that nonresidential accessory structures should be located behind the primary structure on a lot.

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

SECTION 1. Section 109-166(a) of the Municipal Code shall read as follows:

Sec. 109-166. - Accessory buildings.

- (a) *Nonresidential buildings.* An accessory nonresidential building may be erected detached from the principal building, or, except when a stable, may be erected as an integral part of the principal building.
- (1) *Attached accessory.* An accessory building attached to a main building shall be made structurally a part and have a common wall with the main building and shall comply in all respects with the requirements of this article applicable to the principal building.
 - (2) *Detached accessory.* Detached accessory nonresidential buildings shall meet all setbacks for the zone in which they are located, and shall be located at or behind the front plane of the primary structure.
 - (3) *Height.* Accessory buildings shall not exceed the maximum height as allowed by the zoning district in which it is located.
 - (4) *Barns and stables.* Barns and stables shall not be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which they are located.
-

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

*Requested by: Mayor Christie, Alderman Flynn, Alderman Anderson
Prepared by: Christopher Suneson, PLA, Director of Community Development Services*

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: December 21, 2015 – Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Accepting and Confirming Rights-of-Way Dedicated to the Public for Memorial Drive, and for Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Memorial Drive is classified as a Residential Street in the Bella Vista Master Street Plan, requiring 40' of right-of-way dedication. Previous platting of the area has never formally adopted a right-of-way along the street alignment, and has remained a private street.

Due to its perception of a public street, the administration approached Cooper Communities about dedicating Memorial Drive to the public so that the City can begin formal maintenance of the street in the future. Prior to acceptance of the right-of-way, it was determined by the Administration that repairs to the existing street surface were needed and that should be at Cooper Communities' cost. Working cooperatively with the organization, repairs were made to the Memorial Drive street surface and billed to Cooper. At this time, the street surface is in good condition as determined by the Streets Department and is ready for acceptance.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: Staff recommends approval of this ordinance, and is requesting that the City Council waive its normal three readings to expedite the dedication to the public.

ACTION REQUESTED:
Motion to adopt

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2015/395
Term/Cashier: CASH5/Jimmy Bennett
01/05/2015 2:43:08PM
Tran#: 314652
Total Fees: \$40.00

QUITCLAIM DEED
(Corporation)

KNOW ALL MEN BY THESE PRESENTS:

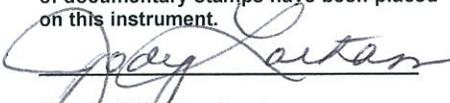
THAT **COOPER COMMUNITIES, INC.**, a Delaware corporation, by its Sr. Vice President and Assistant Secretary joined by **COOPER REALTY INVESTMENTS, INC.**, by its Sr. Vice President and Assistant Secretary as **Grantors**, duly authorized by proper resolutions of Board of Directors, for consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, convey and quitclaim unto **CITY OF BELLA VISTA, ARKANSAS**, as Grantee, and unto its successors and assigns forever the following described land, situated in the County of Benton, State of Arkansas, to wit;

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2015/395
Term/Cashier: CASH5/Jimmy Bennett
01/05/2015 2:43:08PM
Tran#: 314652
Total Fees: \$40.00

Book 2015 Page 395
Recorded in the Above
DEED Book & Page
01/05/2015

No documentary stamps required

I certify under penalty of false swearing
that at least the legally correct amount
of documentary stamps have been placed
on this instrument.



Grantee/Affiant or Agent

See Legal description attached as Exhibit "A", Exhibit "B" and Exhibit "C".

ALL ROADS AND STREETS CONVEYED BY THIS DEED WHICH HAVE NOT PREVIOUSLY BEEN SO DEDICATED ARE HEREBY DEDICATED TO THE GENERAL PUBLIC.

Per recorded plat or plats, and subject to the notes and other indicated restrictions, if any, on said plat or plats and subject to the conditions, covenants, reservations, easements, charges and liens reflected in the Declarations and Supplemental Declarations filed in connection therewith in the office of the circuit Court Clerk and Ex-Officio Recorder of said County and state.

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns forever, with all appurtenances thereunto belonging,

IN TESTIMONY WHEREOF, the names of the Grantors are hereunto affixed by their respective Senior Vice Presidents and Assistant Secretaries, to be effective as of the ___ day of December, 2014.

ATTEST:
[Signature]

COOPER COMMUNITIES, INC.
By: [Signature]

ATTEST:
[Signature]

COOPER REALTY INVESTMENTS, INC.
By: [Signature]

ACKNOWLEDGEMENT

STATE OF ARKANSAS

ss

COUNTY OF BENTON

BE IT REMEMBERED, that on this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named William H. Kennedy III, Senior Vice President and Gene Crosselos, Assistant Secretary of Cooper Communities, Inc. to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and notarial seal this 29th day of December, 2014.

[Signature]
Notary Public



ACKNOWLEDGEMENT

STATE OF ARKANSAS

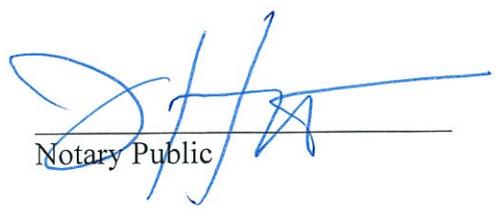
ss

COUNTY OF BENTON

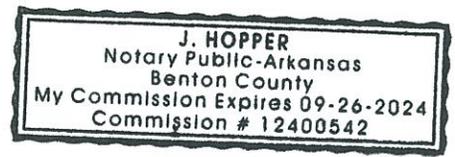
BE IT REMEMBERED, that on this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named Gene Crosselos, Senior Vice President and William H. Kennedy III, Assistant Secretary of Cooper Realty Investments, Inc. to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of

said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and notarial seal this 29th day of DECEMBER, 2014.



Notary Public



Return to:

Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756
Attn: Jill Hopper

This instrument prepared by:

Legal Dept., Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

Book 2015 Page 397
Recorded in the Above
DEED Book & Page
01/05/2015

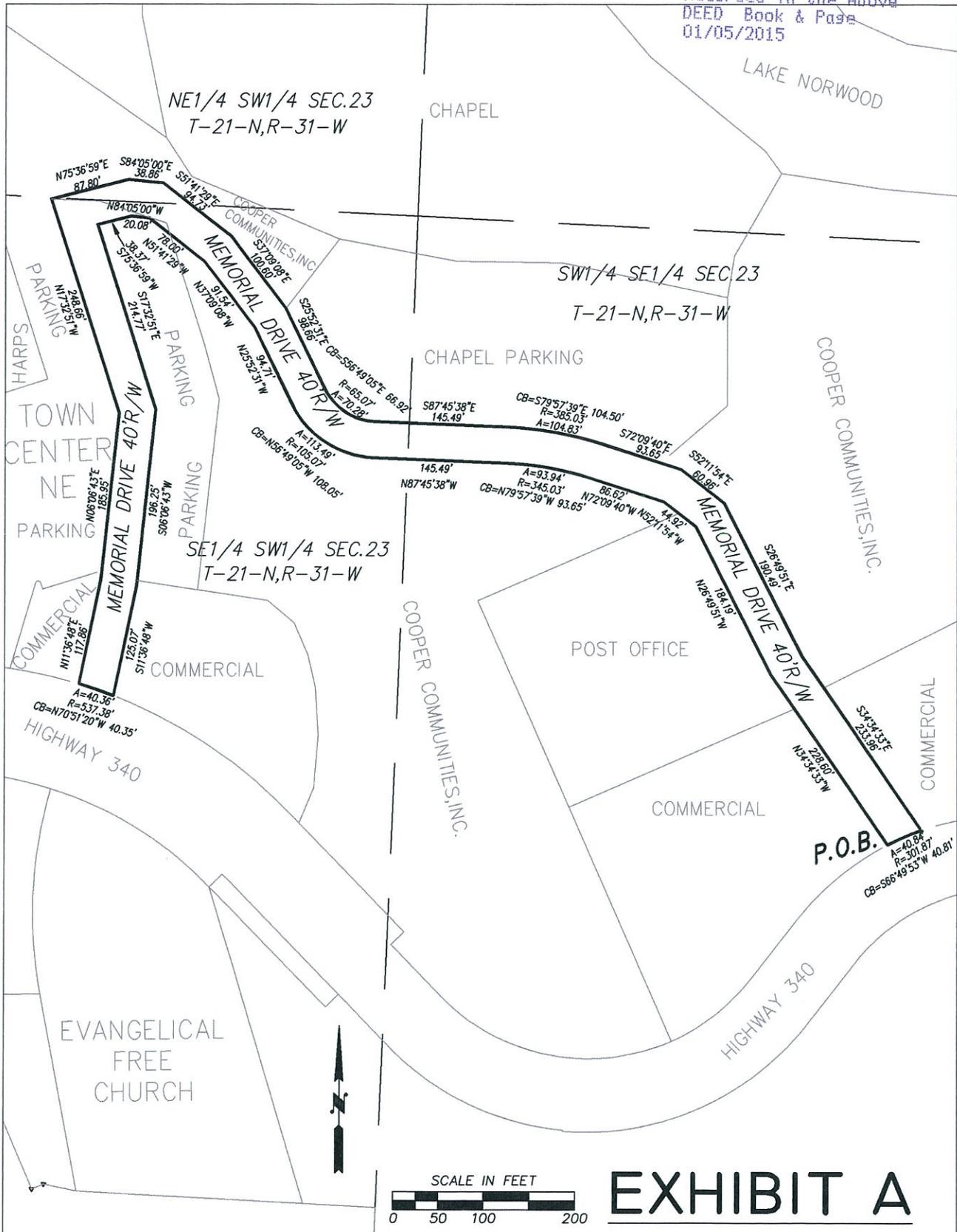


EXHIBIT A

DISCLAIMER: THIS PICTORIAL REPRESENTATION DOES NOT REFLECT, AND IS NOT BASED ON A CURRENT SURVEY OF ANY PORTION OF THE BOUNDARIES. HOWEVER, IT IS BELIEVED THAT THIS PICTORIAL REPRESENTATION REFLECTS WITH REASONABLE ACCURACY THE BOUNDARIES OF THE PROPERTY IMMEDIATELY DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING, NO PARTY MAY RELY UPON THE ACCURACY OF THE PICTORIAL REPRESENTATION.

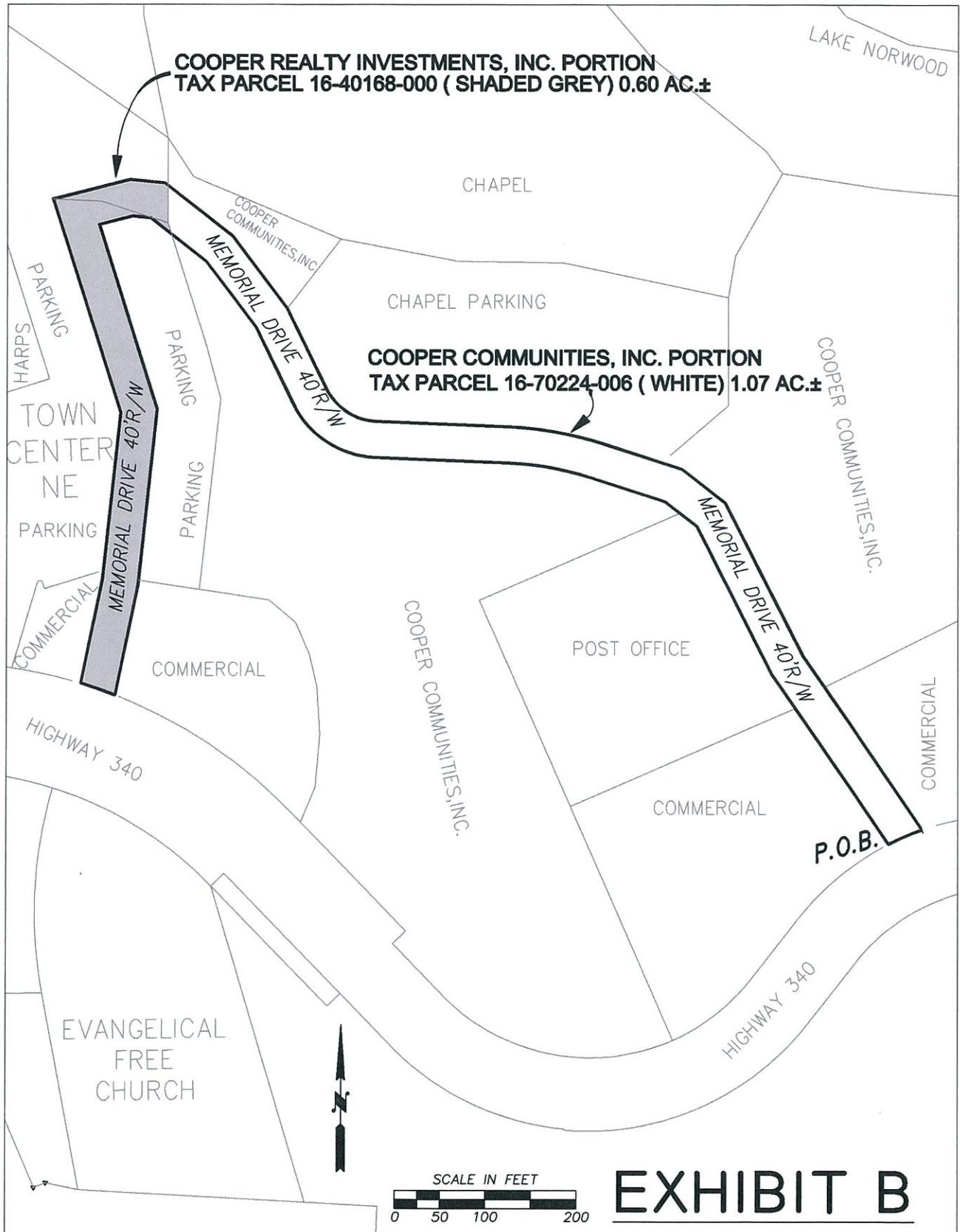


EXHIBIT B

Book 2015 Page 399
 Recorded in the Above
 DEED Book & Page
 01/05/2015

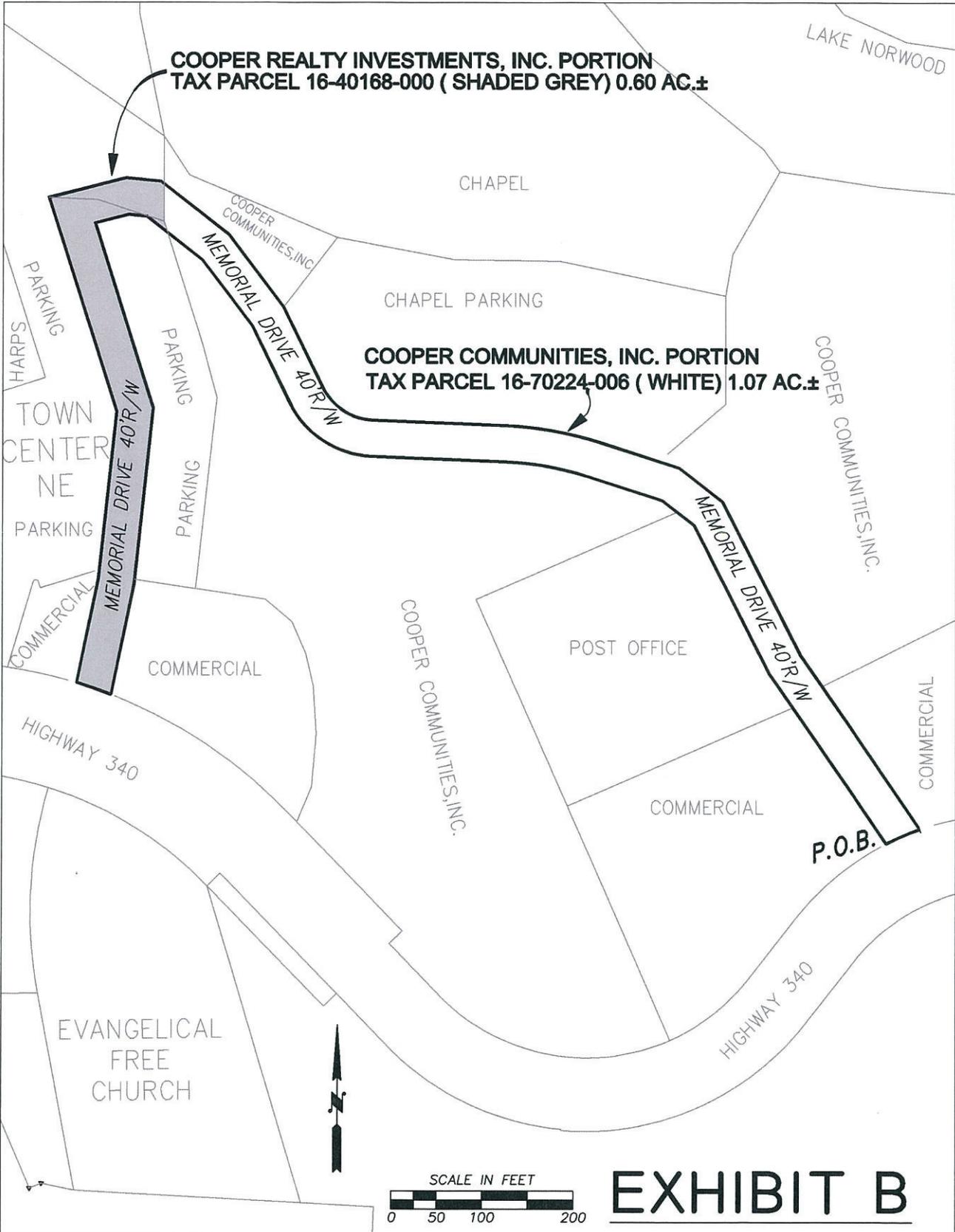
LEGAL DESCRIPTION
MEMORIAL DRIVE 40' RIGHT OF WAY

A PARCEL OF LAND LYING IN THE SW1/4 OF THE SE1/4, THE NE1/4 OF THE SW1/4 AND IN THE SE1/4 OF THE SW1/4 OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 749.83 FEET NORTH AND 2037.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST; (ARKANSAS STATE PLANE COORDINATES OF NORTH 786,466.855 FEET AND EAST 1,342,458.921 FEET); THENCE, N 34°34'33" W FOR 228.60 FEET; THENCE, N 26°49'51" W FOR 184.19 FEET; THENCE, N 52°11'54" W FOR 44.92 FEET; THENCE, N 72°09'40" W FOR 86.62 FEET; THENCE, 93.94 FEET ALONG THE ARC OF A 345.03 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 79°57'39" W FOR 93.65 FEET; THENCE, N 87°45'38" W FOR 145.49 FEET; THENCE, 113.49 FEET ALONG THE ARC OF A 105.07 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF N 56°49'05" W FOR 108.05 FEET; THENCE, N 25°52'31" W FOR 94.71 FEET; THENCE, N 37°09'08" W FOR 91.54 FEET; THENCE, N 51°41'29" W FOR 78.00 FEET; THENCE, N 84°05'00" W FOR 20.08 FEET; THENCE, S 75°36'59" W FOR 38.37 FEET; THENCE, S 17°32'51" E FOR 214.77 FEET; THENCE, S 06°06'43" W FOR 196.25 FEET; THENCE, S 11°36'48" W FOR 125.07 FEET; THENCE, 40.36 FEET ALONG THE ARC OF A 537.38 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 70°51'20" W FOR 40.35 FEET; THENCE, N 11°36'48" E FOR 117.86 FEET; THENCE, N 06°06'43" E FOR 185.95 FEET; THENCE, N 17°32'51" W FOR 248.66 FEET; THENCE, N 75°36'59" E FOR 87.80 FEET; THENCE, S 84°05'00" E FOR 38.86 FEET; THENCE, S 51°41'29" E FOR 94.73 FEET; THENCE, S 37°09'08" E FOR 100.60 FEET; THENCE, S 25°52'31" E FOR 98.66 FEET; THENCE, 70.28 FEET ALONG THE ARC OF A 65.07 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF S 56°49'05" E FOR 66.92 FEET; THENCE, S 87°45'38" E FOR 145.49 FEET; THENCE, 104.83 FEET ALONG THE ARC OF A 385.03 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF S 79°57'39" E FOR 104.50 FEET; THENCE, S 72°09'40" E FOR 93.65 FEET; THENCE, S 52°11'54" E FOR 60.96 FEET; THENCE, S 26°49'51" E FOR 190.49 FEET; THENCE, S 34°34'33" E FOR 233.96 FEET; THENCE, 40.84 FEET ALONG THE ARC OF A 301.87 FOOT RADIUS CURVE TO THE LEFT; SAID ARC HAVING A CHORD OF S 66°49'53" W FOR 40.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1.665 ACRES, MORE OR LESS.

Book 2015 Page 400
Recorded in the Above
DEED Book & Page
01/05/2015

Benton County, AR
I certify this instrument was filed on
01/05/2015 2:43:08PM
and recorded in DEED Book
2015 at pages 395 - 400
Brenda DeShields-Circuit Clerk

EXHIBIT C



Book 2015 Page 399
 Recorded in the Above
 DEED Book & Page
 01/05/2015

LEGAL DESCRIPTION
MEMORIAL DRIVE 40' RIGHT OF WAY

A PARCEL OF LAND LYING IN THE SW1/4 OF THE SE1/4, THE NE1/4 OF THE SW1/4 AND IN THE SE1/4 OF THE SW1/4 OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 749.83 FEET NORTH AND 2037.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST; (ARKANSAS STATE PLANE COORDINATES OF NORTH 786,466.855 FEET AND EAST 1,342,458.921 FEET); THENCE, N 34°34'33" W FOR 228.60 FEET; THENCE, N 26°49'51" W FOR 184.19 FEET; THENCE, N 52°11'54" W FOR 44.92 FEET; THENCE, N 72°09'40" W FOR 86.62 FEET; THENCE, 93.94 FEET ALONG THE ARC OF A 345.03 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 79°57'39" W FOR 93.65 FEET; THENCE, N 87°45'38" W FOR 145.49 FEET; THENCE, 113.49 FEET ALONG THE ARC OF A 105.07 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF N 56°49'05" W FOR 108.05 FEET; THENCE, N 25°52'31" W FOR 94.71 FEET; THENCE, N 37°09'08" W FOR 91.54 FEET; THENCE, N 51°41'29" W FOR 78.00 FEET; THENCE, N 84°05'00" W FOR 20.08 FEET; THENCE, S 75°36'59" W FOR 38.37 FEET; THENCE, S 17°32'51" E FOR 214.77 FEET; THENCE, S 06°06'43" W FOR 196.25 FEET; THENCE, S 11°36'48" W FOR 125.07 FEET; THENCE, 40.36 FEET ALONG THE ARC OF A 537.38 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 70°51'20" W FOR 40.35 FEET; THENCE, N 11°36'48" E FOR 117.86 FEET; THENCE, N 06°06'43" E FOR 185.95 FEET; THENCE, N 17°32'51" W FOR 248.66 FEET; THENCE, N 75°36'59" E FOR 87.80 FEET; THENCE, S 84°05'00" E FOR 38.86 FEET; THENCE, S 51°41'29" E FOR 94.73 FEET; THENCE, S 37°09'08" E FOR 100.60 FEET; THENCE, S 25°52'31" E FOR 98.66 FEET; THENCE, 70.28 FEET ALONG THE ARC OF A 65.07 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF S 56°49'05" E FOR 66.92 FEET; THENCE, S 87°45'38" E FOR 145.49 FEET; THENCE, 104.83 FEET ALONG THE ARC OF A 385.03 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF S 79°57'39" E FOR 104.50 FEET; THENCE, S 72°09'40" E FOR 93.65 FEET; THENCE, S 52°11'54" E FOR 60.96 FEET; THENCE, S 26°49'51" E FOR 190.49 FEET; THENCE, S 34°34'33" E FOR 233.96 FEET; THENCE, 40.84 FEET ALONG THE ARC OF A 301.87 FOOT RADIUS CURVE TO THE LEFT; SAID ARC HAVING A CHORD OF S 66°49'53" W FOR 40.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1.665 ACRES, MORE OR LESS.

Book 2015 Page 400
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01/05/2015

Benton County, AR
I certify this instrument was filed on
01/05/2015 2:43:08PM
and recorded in DEED Book
2015 at pages 395 - 400
Brenda DeShields-Circuit Clerk

EXHIBIT C

ORDINANCE NO. 2015-_____

**ACCEPTING AND CONFIRMING RIGHTS-OF-WAY DEDICATED TO THE PUBLIC
FOR MEMORIAL DRIVE, AND FOR OTHER PURPOSES.**

WHEREAS, A.C.A. 14-301-102 requires that publicly dedicated rights-of-way within the City be accepted and confirmed by an ordinance specifically passed for that purpose; and

WHEREAS, Cooper Communities has expressed a willingness to dedicate rights-of-way encompassing 40' of width along the Memorial Drive street alignment.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Bella Vista, Arkansas:

Section 1: The public rights-of-way shown in the attached Exhibits 'A', 'B', and 'C' which is made a part hereof, are hereby accepted and confirmed for public use.

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

*Requested by: Mayor Christie
Prepared by: Christopher Suneson, PLA, Director of Community Development Services*

Memorandum

December 9, 2015

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Repair bill for Backhoe

Recently we had a City backhoe that sustained some major damage due to an accident. Our insurance provider has already presented us with a settlement check in the amount of \$59,866.00 and the backhoe is currently being repaired by Scott Equipment Company in Springdale AR. It is estimated that we will receive an invoice perhaps this budget season, but most likely it will appear in the 2016 budget cycle. The final cost may exceed the settlement check up to \$65,000.00 and then we would have to go back to insurance provider to make up the difference.

With that, I would recommend that the Bella Vista City Council approve a budget amendment utilizing insurance revenue towards account 53500 for the purpose paying the repair bill to Scott Equipment not to exceed \$65,000.00

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF BACKHOE REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED \$65,000.00, FROM SCOTT EQUIPMENT, AMENDING THE 2016 CITY BUDGET, AND FOR OTHER PURPOSES

WHEREAS, the City recently suffered damage to a Street Department backhoe during its operation; and

WHEREAS, insurance coverage proceeds are available to pay for damage repairs to the backhoe; and

WHEREAS, Scott Equipment was determined to be the lowest cost provider of repair services by the insurance adjuster handling the case on behalf of the City's insurance carrier; and

WHEREAS, an amendment to the 2016 City budget is necessary to recognize the insurance proceeds revenue and authorize the expenditure for the repairs;

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

SECTION 1. The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes the purchase of backhoe repair services, in an amount not to exceed \$65,000.00, from Scott Equipment.

SECTION 2. The 2016 City budget is hereby amended to recognize insurance proceeds related to the claim for damage as stated above, and there is hereby appropriated to budget account #53500 the amount of said proceeds for the payment of repairs authorized herein.

PASSED THIS ____ DAY OF _____, 20____.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2015 ANNUAL CITY BUDGET

WHEREAS, expenditures for certain City departments may necessarily exceed 2015 annual budgeted amounts; and

WHEREAS, the total authorized expenditures for the 2015 annual budget will not exceed budgeted amounts since certain departments will not expend their total 2015 annual budget; and

WHEREAS, designated revenues cannot be used for an undesignated purpose;

NOW, THEREFORE, 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 transfer of funds between departments in the 2015 annual budget to bring departmental budgets into balance, if necessary. The authorized total expenditures in the 2015 annual budget shall not be exceeded.

Section 2: In exercising this authority, no designated revenues shall be used for any impermissible or undesignated purpose.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: November 9, 2015

AGENDA ITEM: Resolution-2015-

ITEM TITLE: Re-appointing persons to the Board of Construction Appeals to fill
two (2) expiring terms

SUBMITTED BY: Steve Cash, Chief Building Inspector
Jennifer Bonner, Senior Planner

SUMMARY: Terms for this board expire every year on January 1st. This resolution
is for the re-appointment of two (2) current board members.

ATTACHMENT: Ordinance Resolution Other

RECOMMENDATION: Staff recommends approval of this resolution.

ACTION REQUESTED: Motion to adopt

RESOLUTION NO. R2015-_____

**RE-APPOINTING MEMBERS TO THE BOARD OF CONSTRUCTION
APPEALS TO FILL EXPIRING TERMS**

WHEREAS, the City Council passed Ordinance 2009-24 to adopt the Building Code and in turn created the Board of Construction Appeals;

WHEREAS, the Board of Construction Appeals now consists of five members who serve staggered three-year terms that expire on January 1 of each year;

WHEREAS, the terms for Positions 4 and 5 are due to expire on January 1, 2016;

WHEREAS, members of the Board of Construction Appeals are appointed by the Mayor and approved by the City Council; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS, based on the recommendation of the Mayor, that the following individuals with the term expirations noted shall be re-appointed to the Board of Construction Appeals, effective January 1, 2016:

<u>Position</u>	<u>Name</u>	<u>Term Expiring January 1:</u>
4.	Mr. John Nuttall	2019
5.	Mr. Stanley Moore	2019

Motion to adopt made by _____ and seconded by _____ .

Ayes: _____ Nays: _____ Motion was passed by a majority vote.

Passed this _____ day of _____, 2015.

ATTEST:

APPROVED:

Wayne Jertson
City Clerk

Peter Christie
Mayor

APPROVED AS TO FORM:

Jason Kelley
Staff Attorney

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LONE STAR EMERGENCY VEHICLES, THROUGH THE HOUSTON GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING PROGRAM, IN AN AMOUNT NOT TO EXCEED \$216,000.00, FOR THE PURCHASE OF A 2016 4X4 CHIEF XL BRAUN AMBULANCE FOR USE BY THE FIRE DEPARTMENT

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Lone Star Emergency Vehicles, through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Program, in an amount not to exceed \$216,000.00, for the purchase of a 2016 4x4 Chief XL Braun ambulance for use by the Fire Department.

Section 2: Payment shall be made from budgeted funds provided in the 2016 annual City budget.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

EMERGENCY FIRE RESPONSE COVERAGE AGREEMENT

This Emergency Fire Response Coverage Agreement (“Agreement”) is made this day of _____, 2015 (“Effective Date”), between WAL-MART STORES, INC. (“Wal-Mart”), a Delaware corporation, with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas, 72716, and the City of Bella Vista’s Fire Department (“Fire Department”), located at _____ (collectively the “Parties” and individually a “Party”).

WHEREAS, Wal-Mart operates a data center, a retail establishment and a _____ in McDonald County, Missouri in which people and property are present; (“Walmart Facilities”);

WHEREAS, Fire Department is empowered to provide for emergency medical and fire response services through trained and qualified employees and volunteers (“Employees”); and

WHEREAS, Wal-Mart desires to contract with Fire Department to provide emergency fire response coverage services including but not limited to fire suppression for its Walmart Facilities;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES.

1.1 Fire Department shall provide fire response coverage to Walmart’s Data Center located at 183 Bear Hollow Road, Pineville, Missouri, Walmart’s retail establishment located at 100 Commercial Drive, Pineville, Missouri and Walmart’s complex at 27 Bear Hollow Road, Pineville, Missouri (together “Walmart Facilities”). The fire response coverage will be in the form of responding to calls of a fire related emergency at Walmart’s Facilities and in good faith providing emergency and fire suppression services as well as yearly training as more fully described herein (“Services”). The Services shall only encompass duties and functions customarily rendered by Fire Department. Fire Department Employees providing Services to the Wal-Mart Facilities shall at all times be subject to the control and direction of Fire Department.

1.2 Wal-Mart shall not exercise control over Fire Department’s Services or activities and Fire Department responders shall act in accordance with local, state and federal law.

1.3 Fire Department may, in its sole discretion, interrupt their provision of Services in order to discharge their public duties as fire fighters and first responders and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. Wal-Mart shall not be obligated to pay for and Fire Department shall not charge fees for activities performed after Fire Department interrupts or terminates the provision of Services.

1.4 On an annual basis, Fire Department will visit the Wal-Mart Facilities and conduct training on how they would respond to an event at the Wal-Mart Facilities. Wal-Mart will cooperate and assist with this annual visit and training.

2. TERM AND TERMINATION This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the Parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other Party. The _____ has sole authority to terminate this Agreement on behalf of Fire Department. In the event of a material breach by a Party, the non-breaching Party shall have the right to terminate this Agreement immediately.

3. PAYMENT. In exchange for Services rendered, Wal-Mart shall pay Fire Department a yearly fee of twelve thousand dollars (\$12,000). Invoices shall be mailed to Wal-Mart on an annual basis. Wal-Mart shall pay Fire Department thirty (30) days of receipt of the invoice. Fire Department will be responsible for insurance and all expenses incurred in providing Services to Wal-Mart. Wal-Mart shall not be responsible for Fire Department Employee's pay and, thus, shall not be responsible for withholding taxes, Social Security taxes, payroll expenses, workers' compensation insurance, benefits, professional liability insurance, and state and federal unemployment insurance. In the event of termination of this Agreement, Walmart will be reimbursed for services not yet provided by the Fire Department on a pro rata basis.

4. FIRE DEPARTMENT'S STATUS AS INDEPENDENT CONTRACTOR. Wal-Mart and Fire Department enter into this Agreement at arms' length. Fire Department at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither Wal-Mart nor Fire Department shall hold itself out as the representative or agent of the other Party. Neither Wal-Mart nor Fire Department has the right and neither shall seek to exercise any control over the other Party, its Employees, its Officers or its agents. Fire Department, its Employees responding to Walmart's Facilities shall not be deemed employees or joint employees of Wal-Mart for any purpose. Fire Department retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees discharge their professional and work duties. Fire Department is responsible for instructing and training its Employees consistent with this Agreement. Fire Department retains the sole right and authority to decide and direct which Employees it shall assign, at what times to provide Services under this Agreement. Fire Department shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its Employees. Neither Fire Department nor its employees or agents are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that Wal-Mart may provide to its employees. It is understood that Wal-Mart will not provide and shall not be responsible for worker's compensation insurance for Fire Department or any Employee of Fire Department. Responsibility for providing such coverage remains solely with Fire Department. When rendering Services at the Facilities, Employees act solely as the agents of Fire Department.

5. LEGAL COMPLIANCE. Fire Department represents and warrants that it has secured and shall maintain all required licenses, permits and certificates applicable to its activities and obligations, and shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. Fire Department warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers. Fire Department warrants specifically that it shall be

responsible exclusively for and, in accordance with the law, shall pay to its Employees all compensation, salary and any other remuneration due in connection with Services performed by them under this Agreement. If Fire Department breaches this Section, Wal-Mart may, in its sole discretion, terminate this Agreement immediately.

6. INDEMNITY. Neither Party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other Party or the other Party's employees or agents in the performance of this Agreement.

7. NON-EXCLUSIVITY. This Agreement is non-exclusive between the Parties. Wal-Mart and Fire Department have the right to enter into similar relationships with any other entities.

8. NOTICES. Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other Party shown below.

To Wal-Mart:

Wal-Mart Stores, Inc.
1106 Southeast 5th Street
Bentonville, Arkansas 72716-0610
Attn: Facility Security

With copy to:
Wal-Mart Stores, Inc.
702 Southwest 8th Street
Bentonville, AR 72716-0215

Attn: Legal – GSATE

To Fire Department:

Attn:
Phone:

9. ASSIGNMENT OF RIGHTS. This Agreement, or any of the Parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either Party without the prior written consent of the other Party.

10. SURVIVAL. No termination or expiration of this Agreement shall affect the rights and obligations of the Parties accruing prior to the effective date of termination or expiration.

11. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a Party hereto, including any Officer.

12. NO FIDUCIARY RELATIONSHIP. Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the Parties hereto, or any Officer.

13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the Parties has signed one or more counterparts.

14. ENTIRE AGREEMENT; MODIFICATION. This Agreement with Exhibits constitutes the entire agreement of the Parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the Parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both Parties.

15. SECTION HEADINGS. Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

16. SEVERABILITY. The Parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

17. COSTS AND ATTORNEYS FEES. In the event that an action is brought by either Party under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs in addition to damages which may be awarded by the judge or jury.

18. NO BUSINESS GUARANTEE; NO RELIANCE ON ORAL REPRESENTATIONS OR PROMISES. Fire Department specifically acknowledges that Wal-Mart has no obligation to do any minimum amount of business with Fire Department under this Agreement, and that no person has authority to make any representations or promises of business with Fire Department on behalf of Wal-Mart, and that no person has authority to make any representations or promises about Wal-Mart's intentions or expectations of renewing or extending this Agreement or doing any future business with Fire Department, except as may be contained in writing and signed by an officer of Wal-Mart. Any expenditures or investments or commitments made by Fire Department in reliance on future business from Wal-Mart pursuant to this Agreement or otherwise are done at Fire Department's own risk and without any obligation whatsoever on the part of Wal-Mart, unless in writing and signed by an officer of Wal-Mart.

19. NOT A GOVERNMENT CONTRACTOR. This Agreement is not intended to and does not create a government contract that would cause Wal-Mart to be considered a government contractor.

IN WITNESS WHEREOF, the Parties through their authorized representatives have executed this Agreement.

Wal-Mart Stores, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH WAL-MART STORES, INC. IN THE ANNUAL AMOUNT OF \$12,000.00 FOR THE PURPOSE OF THE CITY PROVIDING EMERGENCY FIRE RESPONSE COVERAGE TO WAL-MART FACILITIES LOCATED IN MCDONALD COUNTY, MISSOURI, AND FOR OTHER PURPOSES

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Wal-Mart Stores, Inc. in the annual amount of \$12,000.00 for the purpose of the City providing emergency fire response coverage to Wal-Mart facilities located in McDonald County, Missouri. A copy of the contract is attached to this Resolution as if set out word-for-word herein.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: December 21, 2015

AGENDA ITEM: Resolution-2015-

ITEM TITLE: Appointing Person to the Board of Zoning Adjustment to fill One Vacant Position

SUBMITTED BY: Jennifer Bonner, Senior Planner

SUMMARY: Terms for this board expire every year on October 1st. This resolution is for the appointment of one new person to fill the unexpired term of a vacant position on the board.

ATTACHMENT: Ordinance Resolution Other

RECOMMENDATION: After conferring with Mayor on suitable applicants for filling the position on the Board, Staff recommends approval of this resolution.

ACTION REQUESTED: Motion to adopt

RESOLUTION NO. R2015-_____

**APPOINTING MEMBER TO THE BOARD OF ZONING ADJUSTMENT
TO FILL VACATED POSITION**

WHEREAS, the City Council passed Ordinance 2009-23 to adopt the Zoning Code and passed Ordinance 2011-04 to adopt amendments to the Zoning Code which added positions to the Board of Zoning Adjustment;

WHEREAS, the Board of Zoning Adjustments now consists of seven members who serve staggered three-year terms that expire on October 1 of each year;

WHEREAS, the person currently in Position 1 has taken a new employment position, relocated to another area of the country, and submitted their resignation to the board;

WHEREAS, the current term for Position 1 is due to expire on October 1, 2016; and

WHEREAS, members of the Board of Zoning Adjustments are appointed by the Mayor and approved by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS, based on the recommendation of the Mayor, that the following individual with the term expiration noted shall be appointed to the Board of Zoning Adjustment, effective January 1, 2016:

Position	Name	Term Expiring October 1:
1.	Mr. A.J. Morris, Jr.	2016

Motion to adopt made by _____ and seconded by _____ .

Ayes: _____ Nays: _____ Motion was passed by a majority vote.

Passed this _____ day of _____, 2015.

ATTEST:

APPROVED:

Wayne Jertson
City Clerk

Peter Christie
Mayor

APPROVED AS TO FORM:

Jason Kelley
Staff Attorney

**BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR**

MEETING DATE: 12/21/2015

AGENDA ITEM: 2015 Resolution

ITEM TITLE: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES

SUBMITTED BY: Chief Stephen R Sims

SUMMARY EXPLANATION: The annual Benton County EMS contract that covers EMS response outside of Bella Vista that is in the county. These are areas that are already in our ESN response area and areas within the POA boundaries. It includes Bella Vista Heights, Parts of Dartmoor Road, Common Wealth, Looney road and BC-40 (McNelly Road)

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The Fire Department is asking the City Council to approve this Resolution so EMS can continue to be provided to the rural areas of Benton County that surrounds Bella Vista.

ACTION REQUESTED:

Motion to adopt

RESOLUTION NO. R2015-

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES

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

Section 1. That the Mayor and City Clerk are hereby authorized to enter into a contract with Benton County, Arkansas in the amount of \$10,000.00 for the provision of emergency medical services (ambulance services) to unincorporated portions of the county for calendar year 2016.

Motion to adopt-

Ayes:

Nays:

Passed and approved this ___th day of December, 2015.

ATTEST:

APPROVED:

Mayor Peter Christie

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

Requested by Mayor

Drafted by: Jason B. Kelley, Staff Attorney

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT entered into between Benton County, a political subdivision of the State of Arkansas, and the City of Bella Vista, Arkansas, a municipal corporation of the State of Arkansas, hereinafter referred to as "CONTRACTOR", pursuant to ACA § 14-266-101, and for and in consideration of the mutual covenants and agreements herein set forth:

1. In exchange for the consideration to be paid by Benton County described herein, CONTRACTOR agrees to provide area coverage for emergency medical services to an area of unincorporated Benton County described in attachment "A." The services to be provided are as follows:

(a) Emergency response by trained personnel to matters reasonably requiring such response, including but not limited to traffic and other accidents, other incidents resulting in injury to persons, and other emergency medical response.

(b) One-way transportation for emergency medical care by advance life support ambulance (as that term is defined under Arkansas law and/or the regulations of the Arkansas Department of Health) to an emergency medical facility.

(c) Emergency care while en route to the emergency medical facility by qualified medical personnel.

2. The services described herein shall be provided by CONTRACTOR during calendar year 2016.

3. The ability of the County to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The contractor shall provide detailed and periodic reporting as follows:

A. Operational Reporting Requirements: The contractor shall provide within 30 days after each quarter, reports detailing its performance during the preceding quarter as it relates to emergency medical services provided pursuant to this agreement. At a minimum the contractor will include the following in its operational quarterly reports:

- Total responses
- Total transports
- Total patients transported
- Total responses and transport activity by ambulance unit
- Total cancelled calls (prior to arrival)
- Total patient refusals
- Distribution of responses by time of day and day of week
- Distribution of incidents by location (ambulance service zones)
- Description of incidents by call type
- Response time summary for all responses
- Response time summary by ambulance service zones
- Response time summary by ambulance unit

B. Financial Reports: The contractor shall organize and report its financial records in a manner to facilitate the direct comparisons between dispatch incident numbers and patient account records. The financial records will be provided to the County on a quarterly basis and organized to capture the following as it applies to emergency medical services provided pursuant to this agreement:

- Total expenses and revenues
- Total average charge per patient
- Total average patient charge for mileage
- 30, 60, and 90 day accounts receivable
- Distribution of payments by all payment groups (Medicare, Medicaid, private insurance, direct payment, non-collectables/bad debt)
- Quarterly collection rate (percentage) for all ambulance billings
- Total of uncollected accounts with 180 days of aging

4. In exchange for the services provided hereunder, CONTRACTOR shall be paid by Benton County the sum of \$10,000.00. Said amount shall be paid in quarterly installments upon CONTRACTOR rendering a bill to Benton County reflecting the amount to be due per quarter.

5. CONTRACTOR may also require payment of user fees by individuals receiving the services contemplated hereunder or their insurers as may be allowed by law. CONTRACTOR agrees that it will charge the same amount to persons receiving services under this agreement, and their insurers, if applicable, that it charges to persons receiving similar services within its City limits. Benton County shall have no liability to CONTRACTOR for any user fees it is unable to collect.

6. CONTRACTOR shall be responsible for all expenses of personnel and materials related to carrying out its obligations hereunder. CONTRACTOR shall pay any and all applicable taxes regarding its operations, including specifically taxes related to its employees. CONTRACTOR shall also pay for any required insurance for their employees for workers compensation.

7. CONTRACTOR covenants and agrees to perform the services provided by this agreement to the best of its ability. It may enter into mutual aid agreements with other providers of emergency medical services as it sees fit to carry out this contract in the same manner as the services it provides within its city limits or elsewhere.

8. Either party shall be entitled to terminate this agreement on thirty days written notice.

9. Notwithstanding anything contained in this Agreement for Emergency Medical Services to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any payments due under the agreement, including any extensions or renewals thereof, Benton County will notify CONTRACTOR of such occurrence and the agreement shall terminate on the last day of the fiscal period for which appropriations were received.

10. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the party to be charged.

WITNESS the hands and seals of the parties as of the _____ day of January, 2016.

BENTON COUNTY, ARKANSAS

By:

HON. ROBERT D. CLINARD, Benton County Judge

CITY OF BELLA VISTA, ARKANSAS

By:

HON. PETER CHRISTIE, Mayor

Attest: Wayne Jertson, City Clerk

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Benton County, Arkansas in the amount of \$10,000.00 for the provision of emergency medical services (ambulance services) to unincorporated portions of the county for calendar year 2016.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

SIXTH ADDENDUM TO LEASE

This SIXTH ADDENDUM TO LEASE (the “**Sixth Addendum**”) is made and entered into by and between **COOPER COMMUNITIES, INC.** (“**Lessor**”) and **THE CITY OF BELLA VISTA** (“**Lessee**”) to be effective on April 1, 2016. Lessor and Lessee are from time to time referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Lessor and Lessee executed a lease agreement (the “**Lease**”) dated April 4, 2012 regarding certain property located in Bella Vista, Benton County, Arkansas.

B. Lessor and Lessee executed a First Addendum effective May 1, 2013, wherein Lessor and Lessee agreed to supplement and amend the Lease to extend the Term for a period of one (1) year.

C. Lessor and Lessee executed a Second Addendum effective May 1, 2014, wherein Lessor and Lessee agreed to supplement and amend the Lease to extend the Term to August 30, 2014.

D. Lessor and Lessee executed a Third Addendum effective August 30, 2014, wherein Lessor and Lessee agreed to supplement and amend the Lease to extend the Term to December 31, 2014.

E. Lessor and Lessee executed a Fourth Addendum to the Lease to extend the term to June 30, 2015.

F. Lessor and Lessee executed a Fifth Addendum to the Lease to extend the term to March 30, 2016.

G. Lessor and Lessee desire to lease additional space, modify the monthly rental payments and to extend the the term to April 30, 2016.

H. All capitalized terms used herein and not expressly defined herein shall have the meanings provided in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants representation and warranties reflected in the Lease (which is hereby incorporated by reference) and hereinafter made and further good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, adopt the foregoing recitals as a statement of their intent and further agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein as if set forth at length.

2. Term. Lessor and Lessee hereby agree and amend Section 4 of the Lease by extending the Lease Term to April 30, 2016.

3. Rental. During the remaining Term of this Lease Lessee shall tender to Lessor on or before the first day of each and every month rental payments equal to One Thousand Eight Hundred Twenty-Seven Dollars and Eight Cents (\$1,827.08) for the building located at 300 Pinion Drive (the "Original Space"). Commencing November 1, 2015 said month rental payments shall increase to Five Thousand Two Hundred Ninety-Eight Dollars and Fifty-Three Cents (\$5,298.53) for the remainder of the Term.

4. Additional Property. Lessor shall make additional property available to Lessee to locate a temporary trailer on that property identified on attached Exhibit "B" ("Additional Property"). After obtaining all legally required permits, licenses and rights of access, the Lessee may connect the temporary trailer to water, power and sewer ("Utilities") at Lessee's sole and absolute cost. All ongoing cost of said Utilities shall be the sole and absolute cost of Lessee. Lessor has not made any representations or warranties, express or implied, written or oral, concerning the Property. Lessee hereby acknowledges and agrees that to the maximum extent permitted by law, the lease of the Additional Property as provided for herein is made on an 'AS IS WHERE IS condition and basis, with all faults.

5. Conflict. All terms and conditions of the Lease shall continue to the extent that they do not conflict with this Sixth Addendum. No provision of this Sixth Addendum shall be deemed to alter or modify any of the terms and/or conditions of the Lease except as specifically set forth herein.

6. Severability. If any portion of this Sixth Addendum is deemed unlawful or unenforceable, or otherwise invalid, it has no effect on the remaining portions, which remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Sixth Addendum to be effective as of the day first above written.

LESSOR:
COOPER COMMUNITIES, INC.

By: _____

LESSEE:
THE CITY OF BELLA VISTA

By: _____

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SIXTH ADDENDUM TO THE LEASE AGREEMENT WITH COOPER COMMUNITIES, INC. FOR SPACE FOR THE STREET DEPARTMENT ON PINION DRIVE

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into the Sixth Addendum to the Lease Agreement with Cooper Communities, Inc. for space for the Street Department on Pinion Drive. A copy of the Sixth Addendum is attached and incorporated into this Resolution as if set out word for word herein.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

QUITCLAIM DEED

(Corporation)

KNOW ALL MEN BY THESE PRESENTS:

THAT **COOPER COMMUNITIES, INC.**, a Delaware corporation, Grantor, by its ____ President and Assistant Secretary, duly authorized by proper resolution of Board of Directors, for consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, convey and quitclaim unto **CITY OF BELLA VISTA, ARKANSAS**, as Grantee, and unto its successors and assigns forever the following described land, situated in the County of Benton, State of Arkansas, to wit;

No documentary stamps required
I certify under penalty of false swearing
that at least the legally correct amount
of documentary stamps have been placed
on this instrument.

Grantee/Affiant or Agent

See legal description attached hereto and made a part hereof
as Exhibit "A"

Per recorded plat or plats, and subject to the notes and other indicated restrictions, if any, on said plat or plats and subject to the conditions, covenants, reservations, easements, charges and liens reflected in the Declarations and Supplemental Declarations filed in connection therewith in the office of the Circuit Court Clerk and Ex-Officio Recorder of said County and state.

Reversionary Clause:

The property described herein is restricted exclusively for proposes related to construction, maintenance and use of certain trails ("Trails") that permit access specifically limited to non-motorized bicycles and pedestrian foot traffic only and said property (the "Property") is to be used by Grantee only for those purposes that are generally recognized in the State of Arkansas as being necessary to, related to, or incidental to the operation of same. The construction of said Trails must be completed and fully utilized no later than three (3) years from the date of this deed. In the event the Trails are not completed and being fully utilized within that timeframe or if at any time in the future the Trails once completed are not being maintained and utilized for a period of six (6) months or longer it shall constitute a violation of the provisions of this deed then said Property together with improvements thereon shall revert to Cooper Communities, Inc., without payment or compensation of any kind. Grantee or its successors and assigns shall make no change in the nature of the use of the Property without

the express written approval of Cooper Communities, Inc., its successors and assigns which may be withheld or granted within its sole and absolute discretion.

Grantor's reservation of use

Grantor, for itself and its successors and assigns hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right on, over and under the ground as hereinafter described to erect, maintain and use electric, antenna, telephone poles, wires, cables, conduits, water mains sewers and other suitable equipment and structures for for drainage and sewerage collection and disposal purposes of for the installation, maintenance, transmission and use of electricity, television systems, telephone broadband, gas lighting and heating, water drainage, sewerage and other conveniences of utilities on, in, over and under all the property described hereinafter. Grantor shall have at all times the unobstructed right of ingress and egress in and to the property described herein and the right to use and enjoy said property.

Grantor for itself and its successors and assigns also reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right on, over and under the Property as described above for purposes of constructing and maintaining such roads, streets or highways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any or all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transportation and travel. The width and locations of the right of way for such roads, streets or highways shall be within the sole discretion of Grantor, its successors and assigns, provided, however, that Grantor, its successors and assigns, will use its best efforts consistent with its purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. Grantor, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

Except for roads, streets, highways and other ways of ingress and egress as set forth above, Grantor shall repair, at Grantor's expense, all damage that adversely affects the ability to use said Trails and shall use reasonable effort to restore said Trails as close as is reasonable to the original condition.

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns forever, with all appurtenances thereunto belonging,

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its ____ President and its Assistant Secretary, to be effective as of the __ day of _____, 2015.

ATTEST: COOPER COMMUNITIES, INC.

_____ By: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS

SS

COUNTY OF BENTON

BE IT REMEMBERED, that on this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named _____, _____ President and _____, Assistant Secretary to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and notarial seal this ____ day of _____ 2015.

Notary Public

Return to: Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

THIS INSTRUMENT PREPARED BY:
Legal Dept., Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

Exhibit A

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

ACCEPTING RECREATIONAL TRAIL PROPERTY FROM COOPER COMMUNITIES, INC., SUBJECT TO TERMS AND CONDITIONS, FOR PURPOSES OF FACILITATING A PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY

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 accepts recreational trail property from Cooper Communities, Inc. subject to terms and conditions as shown in the attached Quit Claim deed which is incorporated by reference into this Resolution, for purposes of facilitating a public recreational trail system throughout the City. It is specifically understood by the Council that the final legal description of the trail property granted by Cooper Communities, Inc. will be in substantial accord with the Bella Vista Master Trail Plan and will be finalized after construction has begun.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

City of Bella Vista, Arkansas

**Regulatory Basis Financial Statements
and Other Reports**

December 31, 2014

LEGISLATIVE JOINT AUDITING COMMITTEE



CITY OF BELLA VISTA, ARKANSAS
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Arkansas

Sen. Jimmy Hickey, Jr.
Senate Chair
Sen. Linda Chesterfield
Senate Vice Chair



Rep. Mary Broadaway
House Chair
Rep. Sue Scott
House Vice Chair

Roger A. Norman, JD, CPA, CFE, CFF
Legislative Auditor

LEGISLATIVE JOINT AUDITING COMMITTEE ARKANSAS LEGISLATIVE AUDIT INDEPENDENT AUDITOR'S REPORT

City of Bella Vista, Arkansas Officials and Council Members
Legislative Joint Auditing Committee

Report on the Financial Statements

We have audited the accompanying regulatory basis financial statements of the general fund, street fund, and other funds in the aggregate of the City of Bella Vista, Arkansas, as of and for the year ended December 31, 2014, as listed in the table of contents, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of Ark. Code Ann. § 10-4-412, as described in Note 1, to meet the requirements permitted by the State of Arkansas; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and 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 to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 1 of the financial statements, the financial statements are prepared by the City on the basis of the financial reporting provisions of Ark. Code Ann. § 10-4-412, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements permitted by the State of Arkansas.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the City of Bella Vista, Arkansas, as of December 31, 2014, or the revenues, expenditures, and changes in net position and, where applicable, cash flows thereof for the year then ended.

Basis for Qualified Opinions on Regulatory Basis of Accounting

The City's financial statements do not disclose all the required information concerning deposit and investment risks. In our opinion, disclosure of this information is required by the regulatory basis of accounting described in Note 1.

Qualified Opinions on Regulatory Basis of Accounting

In our opinion, except for the omission of the information described in the "Basis for Qualified Opinions on Regulatory Basis of Accounting" paragraph, the financial statements referred to above present fairly, in all material respects, the regulatory basis financial position of the general fund, street fund, and other funds in the aggregate of the City of Bella Vista, Arkansas, as of December 31, 2014, and the regulatory basis revenues, expenditures, and changes in net position, and the budgetary comparisons for the general fund and street fund for the year then ended in accordance with the financial reporting provisions of Ark. Code Ann. § 10-4-412 described in Note 1.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the accompanying regulatory basis financial statements. The accompanying supplementary information and other information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the regulatory basis financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, except for the omission of the information described above, the supplementary information is fairly stated, in all material respects, in relation to the regulatory basis financial statements as a whole on the basis of accounting described in Note 1.

The other information has not been subjected to the auditing procedures applied in the audit of the regulatory basis financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2015 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of the state constitution, laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

ARKANSAS LEGISLATIVE AUDIT



Roger A. Norman, JD, CPA, CFE
Legislative Auditor

Little Rock, Arkansas
September 29, 2015
LOM111314

Arkansas



Sen. Jimmy Hickey, Jr.
Senate Chair
Sen. Linda Chesterfield
Senate Vice Chair

Rep. Mary Broadway
House Chair
Rep. Sue Scott
House Vice Chair

Roger A. Norman, JD, CPA, CFE, CFF
Legislative Auditor

LEGISLATIVE JOINT AUDITING COMMITTEE ARKANSAS LEGISLATIVE AUDIT

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING, COMPLIANCE AND OTHER MATTERS, AND OTHER ISSUES BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITOR'S REPORT

City of Bella Vista, Arkansas Officials and Council Members
Legislative Joint Auditing Committee

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying regulatory basis financial statements of the general fund, street fund, and other funds in the aggregate of the City of Bella Vista, Arkansas, as of and for the year ended December 31, 2014, and the related notes to the financial statements, and have issued our report thereon dated September 29, 2015. We issued an adverse opinion because the financial statements are prepared by the City on the basis of the financial reporting provisions of Ark. Code Ann. § 10-4-412, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effect on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. However, with respect to the regulatory basis of accounting described in Note 1, our opinions on the general fund, street fund and other funds in the aggregate were qualified because required disclosures were not made concerning deposit and investment risks.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the following deficiency to be a material weakness:

2014-1 To ensure the proper safeguarding of assets, financial accounting duties relating to initiating, receipting, depositing, disbursing, and recording transactions should be distributed among appropriate employees. The City officials, as specified in the Other Issues section of this report, did not segregate these duties to sufficiently reduce the risks of fraud or error and properly safeguard the City's assets, because of limited financial resources. We recommend that the financial accounting duties in each office be segregated among employees to the extent possible.

The City officials, as specified in the Other Issue section of this report, responded and indicated that their offices will segregate the duties relating to initiating, receipting, depositing, disbursing, and recording transactions to the extent possible with the current staffing levels.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of the state constitution, laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Entity's Response to Finding

The City's response to the finding identified in our audit is described above. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Other Issue

The following issue is not a significant deficiency, material weakness, or material instance of noncompliance, but is an issue that is presented to assist in the efficient operation of the City.

The commentary contained in this section relates to the following officials that held office during 2014:

Mayor: Frank Anderson
Treasurer: Alison Fusillo
City Clerk: Jane Wilms
Police Chief: Kenneth Farmer

We reviewed the City's compliance with certain Arkansas laws concerning general and district court accounting, budgeting, purchasing, and investing and depositing of public funds.

Our audit procedures indicated that the Offices of **Treasurer**, **City Clerk**, and **Police Chief** were in substantial compliance with Arkansas fiscal and financial laws. Noncompliance with state law and accepted accounting practices was noted in the Office of **Mayor**.

Mayor

The City made donations totaling \$10,000 to the Bella Vista Historical Society. This appears to conflict with the "public purpose" doctrine discussed in Op. Att'y Gen. no. 91-410 and Ark. Const. art. 12, § 5, which states in part, "No...city...shall...obtain or appropriate money for, or loan its credit to, any corporation, association, institution or individual."

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, pursuant to Ark. Code Ann. § 10-4-417, all reports presented to the Legislative Joint Auditing Committee are matters of public record and distribution is not limited.

ARKANSAS LEGISLATIVE AUDIT



June M. Barron, CPA, CFE
Deputy Legislative Auditor

Little Rock, Arkansas
September 29, 2015

CITY OF BELLA VISTA, ARKANSAS
 BALANCE SHEET - REGULATORY BASIS
 DECEMBER 31, 2014

	General	Street	Other Funds in the Aggregate
ASSETS			
Cash and cash equivalents	\$ 5,113,326	\$ 53,032	\$ 133,338
Investments	1,501,653		
Accounts receivable	1,214,392	34,056	
Interfund receivables	10,057		
TOTAL ASSETS	\$ 7,839,428	\$ 87,088	\$ 133,338
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 87,970	\$ 6,306	\$ 122,506
Interfund payables			10,057
Settlements pending			775
Total Liabilities	87,970	6,306	133,338
Fund Balances:			
Restricted	75,167	80,782	
Assigned	11,703		
Unassigned	7,664,588		
Total Fund Balances	7,751,458	80,782	
TOTAL LIABILITIES AND FUND BALANCES	\$ 7,839,428	\$ 87,088	\$ 133,338

The accompanying notes are an integral part of these financial statements.

CITY OF BELLA VISTA, ARKANSAS
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2014

	General	Street
REVENUES		
State aid	\$ 465,305	\$ 1,748,150
Federal aid	1,604	
Property taxes	1,192,073	454,838
Franchise fees	1,911,818	
Sales taxes	6,217,294	
Fines, forfeitures, and costs	142,882	
Interest	43,419	
Local permits and fees	152,082	
Sanitation fees	1,704,656	
Ambulance fees	895,047	
Other	145,467	
	12,871,647	2,202,988
TOTAL REVENUES		
EXPENDITURES		
Current:		
General government	3,815,163	
Law enforcement	2,664,836	
Highways and streets		3,281,983
Public safety	3,779,958	
Sanitation	1,271,881	
Recreation and culture	230,775	
Total Current	11,762,613	3,281,983
Debt Service:		
Lease principal	104,844	178,148
Lease interest	2,743	11,943
	11,870,200	3,472,074
TOTAL EXPENDITURES		
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,001,447	(1,269,086)

CITY OF BELLA VISTA, ARKANSAS
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
 REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2014

	General	Street
OTHER FINANCING SOURCES (USES)		
Transfers in		\$ 1,300,000
Transfers out	(1,300,000)	
TOTAL OTHER FINANCING SOURCES (USES)	(1,300,000)	1,300,000
EXCESS OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(298,553)	30,914
FUND BALANCES - JANUARY 1	8,050,011	49,868
FUND BALANCES - DECEMBER 31	\$ 7,751,458	\$ 80,782

The accompanying notes are an integral part of these financial statements.

CITY OF BELLA VISTA, ARKANSAS
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
 BUDGET AND ACTUAL - GENERAL AND STREET FUNDS - REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2014

	General		Street		Variance Favorable (Unfavorable)
	Budget	Actual	Budget	Actual	
REVENUES					
State aid	\$ 407,000	\$ 465,305	\$ 1,640,000	\$ 1,748,150	\$ 108,150
Federal aid		1,604			
Property taxes	1,100,000	1,192,073	440,000	454,838	14,838
Franchise fees	1,440,000	1,911,818			
Sales taxes	5,650,000	6,217,294			
Fines, forfeitures, and costs	139,500	142,882			
Interest	7,500	43,419			
Local permits and fees	90,914	152,082			
Sanitation fees	1,590,460	1,704,656			
Ambulance fees	756,000	895,047			
Other	136,630	145,467	365,000		(365,000)
TOTAL REVENUES	11,318,004	12,871,647	2,445,000	2,202,988	(242,012)
EXPENDITURES					
Current:					
General government	3,911,291	3,815,163			
Law enforcement	2,715,041	2,664,836			
Highways and streets			3,599,899	3,281,983	317,916
Public safety	3,990,546	3,779,958			
Sanitation	1,410,000	1,271,881			
Recreation and culture	228,681	230,775			
Total Current	12,255,559	11,762,613	3,599,899	3,281,983	317,916
Debt Service:					
Lease principal		104,844		178,148	(178,148)
Lease interest		2,743		11,943	(11,943)
TOTAL EXPENDITURES	12,255,559	11,870,200	3,599,899	3,472,074	127,825
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(937,555)	1,001,447	(1,154,899)	(1,269,086)	(114,187)

CITY OF BELLA VISTA, ARKANSAS
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES -
 BUDGET AND ACTUAL - GENERAL AND STREET FUNDS - REGULATORY BASIS
 FOR THE YEAR ENDED DECEMBER 31, 2014

	General		Street		Variance Favorable (Unfavorable)
	Budget	Actual	Budget	Actual	
OTHER FINANCING SOURCES (USES)					
Transfers in	\$ (1,300,000)	\$ (1,300,000)	\$ 1,160,000	\$ 1,300,000	\$ 140,000
Transfers out	(1,300,000)	(1,300,000)	1,160,000	1,300,000	140,000
TOTAL OTHER FINANCING SOURCES (USES)					
EXCESS OF REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(2,237,555)	(298,553)	5,101	30,914	25,813
FUND BALANCES - JANUARY 1	8,050,011	8,050,011	49,868	49,868	
FUND BALANCES - DECEMBER 31	\$ 5,812,456	\$ 7,751,458	\$ 54,969	\$ 80,782	\$ 25,813

The accompanying notes are an integral part of these financial statements.

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CITY OF BELLA VISTA, ARKANSAS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

NOTE 1: Summary of Significant Accounting Policies

A. Financial Reporting Entity

The City of Bella Vista was incorporated under the laws of the State of Arkansas and operates under an elected Mayor-Council form of government. The reporting entity includes all funds of the City.

B. Basis of Presentation – Regulatory

The financial statements are presented in accordance with the regulatory basis of presentation as prescribed or permitted by Ark. Code Ann. § 10-4-412. The law requires that the financial statements be presented on a fund basis with, as a minimum, the general fund and street fund presented separately with all other funds included in the financial statements presented in the aggregate. This law also stipulates that the financial statements consist of a balance sheet; a statement of revenues, expenditures, and changes in fund balances; a comparison of the final adopted budget to the actual expenditures for the general and street funds; notes to financial statements; and a supplemental schedule of capital assets.

A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with related liabilities and residual balances, and changes therein, which are segregated for purposes of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

The following types of funds are recognized in the accompanying regulatory basis financial statements.

General Fund - The General Fund is used to account for and report all financial resources not accounted for and reported in another fund. The General Fund heading as it appears in the financial statements includes the following accounts: General and Drug.

Street Fund - The Street Fund (Special Revenue Fund) is used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The Street Fund accounts for and reports the proceeds of state highway turnback and property taxes that are restricted or committed for maintaining and constructing highways and streets.

Other Funds in the Aggregate - Other Funds in the Aggregate consist of all funds included in the financial statements except for the General and Street Funds. The following types of funds are included in this column as follows:

Agency Funds - Agency Funds are used to report resources held by the reporting government in a purely custodial capacity (assets equal liabilities). The following Agency Funds are reported with other funds in the aggregate: Payroll and Police Bond and Fine.

C. Basis of Accounting - Regulatory

The financial statements are prepared on the regulatory basis of accounting as prescribed or permitted by Ark. Code Ann. § 10-4-412. This regulatory basis differs from accounting principles generally accepted in the United States of America. Revenues generally are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current period. However, most state aid received from the State Treasury is by state law revenue of the year in which it was received by the government. Expenditures generally are recorded when a liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. As a result of the use of this regulatory basis of accounting, capital assets and long-term debt are not recorded in these financial statements.

D. Assets, Liabilities, and Fund Balances

Cash and Cash Equivalents

For the purpose of financial reporting, "cash and cash equivalents" includes all demand and savings accounts and certificates of deposit.

CITY OF BELLA VISTA, ARKANSAS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

NOTE 1: Summary of Significant Accounting Policies (Continued)

D. Assets, Liabilities, and Fund Balances (Continued)

Investments

Investments are reported at cost.

Settlements Pending

Settlements pending are considered warrant cash bonds that have not been transferred to the appropriate entities.

Fund Balance Classifications

1. Restricted fund balance - amounts that are restricted when constraints placed on the use of resources are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
2. Assigned fund balance - amounts that are constrained by the City Council's intent to be used for specific purposes, but are neither restricted nor committed.
3. Unassigned fund balance – amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the general fund. This classification may also include negative amounts in other governmental funds, if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes.

E. Property Taxes

A lien attaches to the real property in January and on personal property in June of each year. Property taxes are collectible beginning the first business day of March of the subsequent year, but are not considered delinquent until after October 15. Property taxes reflected as revenues on the financial statements include the property tax relief distribution made by the State of Arkansas. The purpose of this distribution is to reimburse the municipality for property tax credits in accordance with Arkansas Code.

F. Budget Law

State law requires that these procedures be followed in establishing the budgetary data:

- a. Prior to December 1, the Mayor submits to the City Council a proposed operating budget for the calendar year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
- b. The proposed budget is discussed at a City Council meeting prior to adoption.
- c. Prior to February 1, the budget is legally enacted by ordinance or resolution of the City Council.
- d. Appropriations lapse at the end of each year.
- e. Under certain conditions, the budget may be amended subsequent to the year-end.

The budgeted revenues and expenditures represent the formal operating budget adopted by the City Council, as amended by the Council during the year.

Basis of Accounting

The City prepared an annual budget on the regulatory basis for the General Fund and Street Fund.

CITY OF BELLA VISTA, ARKANSAS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

NOTE 1: Summary of Significant Accounting Policies (Continued)

G. Fund Balance Classification Policies and Procedures

The Municipality's highest level of decision-making authority is its City Council. The establishment of amounts classified as committed fund balances and any subsequent modifications to such balances are the result of formal action taken by the City Council through passage of an ordinance. The City Council is authorized to assign amounts to a specific purpose, although a formal policy has not been established.

The Municipality does not have a policy addressing whether it considers restricted or unrestricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted amounts are available. For classification of fund balance amounts, restricted resources are considered spent before unrestricted. The Municipality does not have a policy addressing which resources to use within the unrestricted fund balance when committed, assigned, or unassigned fund balances are available. When expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, committed amounts are reduced first, followed by assigned amounts, and then unassigned amounts.

There were no committed fund balances at year-end.

NOTE 2: Cash and Investments

Deposit and investment risks related to credit risk, concentration of credit risk, interest rate risk, and foreign currency risk have not been provided as required by Governmental Accounting Standards Board Statement no. 40.

NOTE 3: Legal or Contractual Provisions for Deposits and Investments

State law generally requires that municipal funds be deposited in federally insured banks located in the State of Arkansas. The municipal deposits may be in the form of checking accounts, savings accounts, and time deposits. Public funds may be invested in eligible investment securities having a maturity of not longer than 5 years from the date of acquisition unless, as documented at the time of acquisition, the investment is to fund or support a specific purpose and there are no expectations that the investment will be sold before maturity; an Arkansas bank certificate of deposit; an account established by a local government joint investment trust; or an Arkansas financial institution repurchase agreement for eligible investment securities in which the seller agrees to repurchase the investment at a price including interest earned during the holding period as determined by the repurchase agreement.

NOTE 4: Public Fund Investments

A summary of investments by fund types is as follows:

Fund Type	December 31, 2014	
	Reported Amount	Fair Value
General	\$ 1,501,653	\$ 1,503,485

These investments are composed of the following:

Investment Type	December 31, 2014	
	Reported Amount	Fair Value
Government securities	\$ 1,501,653	\$ 1,503,485

CITY OF BELLA VISTA, ARKANSAS
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2014

NOTE 5: Accounts Receivable

The accounts receivable balance at December 31, 2014 is composed of the following:

Description	General Fund	Street Fund
Property taxes	\$ 89,453	\$ 34,056
Franchise fees	221,915	
Sales taxes	520,316	
Fines, forfeitures, and costs	11,586	
Local permits and fees	21,685	
Ambulance fees	206,183	
Sanitation fees	141,093	
Interest	191	
Other	1,970	
Totals	\$ 1,214,392	\$ 34,056

NOTE 6: Accounts Payable

The accounts payable balance at December 31, 2014 is composed of the following:

Description	General Fund	Street Fund	Other Funds in the Aggregate
Vendor payables	\$ 87,970	\$ 6,306	
Payroll taxes payable			\$ 122,506
Totals	\$ 87,970	\$ 6,306	\$ 122,506

NOTE 7: Interfund Balances

Individual fund interfund receivable and payable balances are as follows:

Fund	December 31, 2014	
	Interfund Receivables	Interfund Payables
General	\$ 10,057	
Other Funds in the Aggregate:		
Payroll		\$ 10,057
Totals	\$ 10,057	\$ 10,057

Interfund receivables and payables consist of excess money in the Payroll Fund. These balances were paid in 2015.

NOTE 8: Legal Debt Limit

A. Property Tax Secured Bonded Debt

The City is subject to a constitutional limitation for bonded indebtedness equal to 20% of the total assessed value for tax purposes of real and personal property as determined by the last tax assessment. At December 31, 2014, the legal debt limit for the bonded debt was \$97,781,524. There were no property tax secured bond issues.

CITY OF BELLA VISTA, ARKANSAS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

NOTE 8: Legal Debt Limit (Continued)

B. Short-term Financing Obligations

The City is subject to a constitutional limitation for short-term financing obligations equal to 5% of the assessed value of taxable property within the City as determined by the last tax assessment. At December 31, 2014, the legal debt limit for short-term financing obligations was \$24,737,177. The amount of short-term financing obligations was \$470,175, leaving a legal debt margin of \$24,267,002.

NOTE 9: Details of Fund Balance Classifications

Fund balance classifications at December 31, 2014 are composed of the following:

<u>Description</u>	<u>General Fund</u>	<u>Street Fund</u>
<u>Fund Balances</u>		
Restricted for:		
Law enforcement	\$ 34,692	
Highways and streets		\$ 80,782
Public safety	33,946	
Recreation and culture	6,529	
Total Restricted	<u>75,167</u>	<u>80,782</u>
Assigned to:		
Law enforcement	<u>11,703</u>	
Unassigned	<u>7,664,588</u>	
Totals	<u>\$ 7,751,458</u>	<u>\$ 80,782</u>

NOTE 10: Commitments

Total commitments consist of the following at December 31, 2014:

	<u>December 31, 2,014</u>
Long-term liabilities	\$ 470,175
Noncancellable leases	53,238
Construction contracts	<u>248,383</u>
Total Commitments	<u>\$ 771,796</u>

CITY OF BELLA VISTA, ARKANSAS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

NOTE 10: Commitments (Continued)

Long-term liabilities

Long-term liabilities at December 31, 2014 are comprised of the following:

	December 31, 2014
Lease purchase agreement with Arvest Bank dated January 1, 2010 in the amount of \$485,036 with an interest rate of 4.15% to finance a 2009 ladder truck. Terms of the agreement call for 60 monthly payments of \$8,966. Payments are to be made from the General Fund.	\$ 8,935
Lease purchase agreement with First Security Finance, dated April 25, 2012, in the amount of \$900,000 with an interest rate of 1.98% to finance various street equipment. Terms of the agreement call for 10 semi-annual payments of \$95,046. Payments are to be made from the Street Fund.	461,240
Total Long-term liabilities	\$ 470,175

Due to the City's regulatory basis of accounting, these liabilities are not recorded in the financial statements.

Compensated Absences

Compensated absences do vest or accumulate. The amount of compensated absences was not determined.

Debt Service Requirements to Maturity

The City is obligated for the following amounts at December 31, 2014:

Years Ending December 31,	Leases
2015	\$ 199,057
2016	190,092
2017	95,046
Total Obligations	484,195
Less Interest	14,020
Total Principal	\$ 470,175

Noncancellable Leases

The City entered into a noncancellable lease agreement for street department office space on May 1, 2013. Terms of the lease are monthly rental payments of \$5,299 through June 30, 2015. Additionally on January 1, 2014, the City entered into a lease agreement for the building division with monthly rental payments of \$1,454 for the year of 2014 and monthly payments of \$1,498 for the year of 2015. On July 25, 2012, the City entered into a lease agreement for a postage machine in the police department. Terms of the lease call for monthly payments of \$47 through July 25, 2017. Also, the City entered into a lease agreement for a postage machine in city hall on July 24, 2013. Terms of the lease call for monthly payments of \$47 through July 24, 2018. At the end of the lease terms both postage machines remain the property of the lessors. The City is obligated for the following amounts for the next four years:

Year	December 31, 2014
2015	\$ 50,889
2016	1,126
2017	893
2018	330
Total	\$ 53,238

Rental expense for 2014 was \$95,855.

CITY OF BELLA VISTA, ARKANSAS
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2014

NOTE 10: Commitments (Continued)

Construction Contracts

The City was contractually obligated for the following construction contracts at December 31, 2014:

Project Name	Estimated Completion Date	Contract Balance December 31, 2014
Fire Station #4 Architecture	March 31, 2016	\$ 128,025
Street Department Facility Architecture	Yet to be determined	120,358
Total Construction Contracts		\$ 248,383

NOTE 11: Interfund Transfers

The City transferred \$1,300,000 from the General Fund to the Street Fund for street improvements.

NOTE 12: Subsequent Events

On March 16, 2015, the City amended a previous contract with Crafton, Tull & Associates, Inc., for the Phase 1 and Phase 2 architectural construction fees for the new Street Department facility. The estimated completion date is yet to be determined. Additional services are estimated to be \$32,500, in addition to the original estimated contract of \$123,722.

On April 16, 2015, the City entered into a contract with Clinard Construction Management, Inc., for the construction management of Fire Station #4. The estimated completion date is yet to be determined. The contract sum is the cost of the work plus \$107,950 construction manager's fees and reimbursable expenses. The contract sum is guaranteed not to exceed \$2,250,000.

On May 27, 2015, the City entered into a cost share agreement with Smith Two-Way Radio, Inc., for the Phase 1 construction of Fire Station #4. On June 10, 2015, the City entered into a contract with Clinard Construction Management, Inc., for Phase 1 construction of Fire Station #4. This contract is for site preparation and is separate from the April 16, 2015 contract with Clinard Construction Management, Inc., for the construction of the building. The estimated completion date is September 1, 2015. The contract sum is guaranteed not to exceed \$264,351.

On June 4, 2015, the City entered into a contract with Nabholz Construction Corporation for the construction management of the new Street Department facility. The estimated completion date is yet to be determined. The contract sum is the cost of the work plus a 5.5% construction manager's fee of the guaranteed maximum price. The guaranteed maximum price will be determined upon approval of construction contracts.

NOTE 13: Jointly Governed Organization: Benton County Solid Waste District

Benton County and the cities of Benton County, including Bella Vista, entered into an interlocal agreement pursuant to Ark. Code Ann. § 8-6-723 creating the Benton County Solid Waste District (BCSWD). The BCSWD was established in an effort to adequately, reliably, and economically dispose of the City's and County's solid waste. Payments totaling \$13,231 were made to the BCSWD for 2014. Financial statements may be obtained at Benton County Solid Waste District, 5702 Brookside Road, Bentonville, AR 72712.

NOTE 14: Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance purchased from independent third parties and participation in a public entity risk pool. The amount of settlements, if any, has not exceeded the insurance coverage for each of the past three years. There were no significant reductions in insurance coverage in the major categories of risk from coverage in the prior year.

CITY OF BELLA VISTA, ARKANSAS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

NOTE 14: Risk Management (Continued)

The City participates in the Arkansas Municipal League Program (public entity risk pools) for coverage in the following areas:

Workers' Compensation - This program provides statutory benefits for losses incurred by municipal officials, employees, and volunteer fire fighters while performing work for the municipality. Rates for municipalities participating in this program are revised by class code on an annual basis by the Arkansas Workers' Compensation Commission.

Municipal Vehicle Program

- A. Liability - This program may pay all sums the municipality legally must pay as damages because of bodily injury, death or property damage to which this agreement applies involving a covered municipal vehicle and for which the municipality is liable. The limit of payment by the program is as follows: \$25,000 because of bodily injury to or death of one person in any one accident; \$50,000 because of bodily injury to or death of two or more persons in any one accident; and \$25,000 because of injury to or destruction of property of others in any one accident. The City shall pay into the program each year a charge established annually by the program administrator for covered municipal vehicles and self-propelled mobile equipment owned or leased by the City.
- B. Physical Damage - This program covers motor vehicles and permanently attached equipment which are the property of the participating municipality. Property is valued at the full cost to repair or replace the property after deduction for depreciation. Loss amounts payable will be reduced by the deductible amount of \$1,000 per occurrence. The City agrees to pay into the program each year a service charge established annually by the program administrator for covered property.

Municipal Property Program - This program covers insurable property and equipment, exclusive of motor vehicles and water vessels, which belong to or are in the care, custody, or control of a participating municipality. Property is valued at the full cost to repair or replace the property after deduction of depreciation or as agreed to by the participating municipality and program. Loss amounts payable will be reduced by the deductible amount of \$5,000, or in the case of flood or earthquake, \$100,000. The municipality agrees to pay into the program each year a service charge established annually by the program administrator for property for which the municipality desires coverage.

Municipal Legal Defense Program - The program shall, at the sole discretion of the program administrators, provide extraordinary legal defense and extraordinary expenses in suits against municipal officials and employees and civil rights suits against the municipal government of a participating municipality and pay extraordinary judgments (for actual damages – not punitive damages) imposed on municipal officials and employees and the municipal government. The program shall never be liable to reimburse the municipal government, municipal officials, and employees because of judgment in any one lawsuit for more than 25% of the program's available funds at time the lawsuit was filed or the judgment becomes final, or \$1 million, whichever is less. The City agrees to pay into the program each year a charge established by the steering committee. Each city also agrees to pay the first \$3,000 of the aggregate cost for all expenses on each lawsuit. This cost deposit is not refundable.

The City also participates in the Self-Insured Fidelity Bond Program administered by the Governmental Bonding Board. This program covers actual losses sustained by the participating entity through any fraudulent or dishonest act or acts committed by any of the officials or employees, acting alone or in collusion with others, during the bond period to an amount not exceeding the lesser of \$250,000 or the amount of the bond. Premiums for coverage are determined by the State Risk Manager and approved by the Board. These premiums are paid by the State Treasurer from funds withheld from the Municipal Aid Fund. There is a \$2,500 deductible per occurrence.

CITY OF BELLA VISTA, ARKANSAS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2014

**NOTE 15: Local Police and Fire Retirement System (LOPFI)
(A Defined Benefit Pension Plan)**

Plan Description

The City contributes to the Local Police and Fire Retirement System (LOPFI), an agent multiple employer retirement system that acts as a common investment and administrative agent for cities and towns in Arkansas. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and can be amended only by the Arkansas General Assembly. The Arkansas Local Police and Fire Retirement System issues a publicly available financial report that includes financial statements and required supplementary information for LOPFI. That report may be obtained by writing to Arkansas Local Police and Fire Retirement System, 620 W. 3rd, Suite 200, Little Rock, Arkansas 72201, by calling 1-866-859-1745, or on their website www.lopfi-prb.com.

On November 4, 2003, administration of the City of Bella Vista Firemen's Pension and Relief Fund was transferred to LOPFI. The benefit structure of the plan was not changed.

Funding Policy

The employee contribution rate depends on the type of service being rendered and whether or not the service is also covered by Social Security. The different employee contribution rates required by state law are:

- A. Paid service not covered by Social Security: 8.5% of gross pay
- B. Paid service also covered by Social Security: 2.5% of gross pay
- C. Volunteer fire service: no employee contribution

The City is required to contribute at an actuarially determined rate. The contribution requirements of plan members are established and may be amended by State law. The contribution requirements of the City are established and may be amended by the LOPFI Board of Trustees. The plan is also funded with state insurance tax. The City's contribution to the plan was \$572,195 and the amount of insurance tax paid by the state to the plan for the benefit of the City was \$389,693 for the year ended December 31, 2014.

NOTE 16: Nonuniformed Employees Pension Plan (Defined Contribution Plan)

On June 7, 2007, the City established a defined contribution plan for all nonuniformed and nonelected employees and has contracted with a private insurance carrier who maintains accounts for the City. In a defined contribution plan, benefits depend solely on amounts contributed to the plan, plus investment earnings. The contribution plan requires the City to contribute to the insurance carrier an amount up to 5% of the employee's base salary, provided the employee contributes that amount. The City's contributions shall be invested ratably in the guaranteed benefit portion of the annuity contract unless the employee chooses not to participate. Interest earned is credited to each employee's account. Eligibility to enter the plan commences immediately upon employment and those who leave employment receive all benefits deposited in their account.

CITY OF BELLA VISTA, ARKANSAS
 COMBINING BALANCE SHEET - OTHER FUNDS IN THE AGGREGATE -
 REGULATORY BASIS
 DECEMBER 31, 2014

	<u>AGENCY FUNDS</u>		
	<u>Payroll</u>	<u>Police Bond and Fine</u>	<u>Totals</u>
ASSETS			
Cash and cash equivalents	\$ 132,563	\$ 775	\$ 133,338
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 122,506		\$ 122,506
Interfund payables	10,057		10,057
Settlements pending	\$ 775		775
Total Liabilities	\$ 132,563	\$ 775	\$ 133,338

CITY OF BELLA VISTA, ARKANSAS
NOTES TO SCHEDULE 1
DECEMBER 31, 2014

The following funds and descriptions represent all funds reported as other funds in the aggregate.

<u>Fund Name</u>	<u>Fund Description</u>
Payroll	Fund was created to account for payroll and withholdings as well as the cafeteria plan deposits held until electronically drafted for employee claims.
Police Bond and Fine	Ark. Code Ann. § 16-10-204 established account to receive fines, forfeitures, and costs collected by the police department.

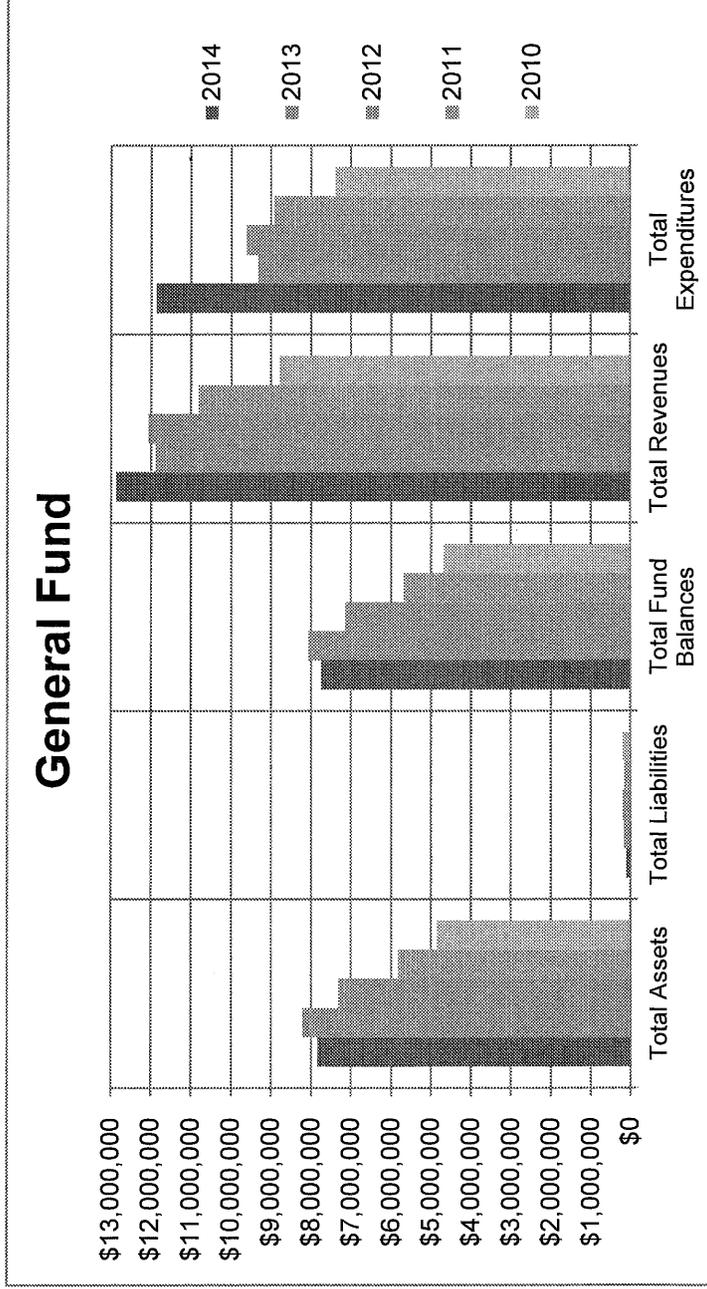
CITY OF BELLA VISTA, ARKANSAS
OTHER INFORMATION
SCHEDULE OF CAPITAL ASSETS
DECEMBER 31, 2014
(Unaudited)

Schedule 2

	<u>December 31, 2014</u>
Land and Buildings	\$ 2,281,056
Equipment	<u>7,210,624</u>
Total	<u>\$ 9,491,680</u>

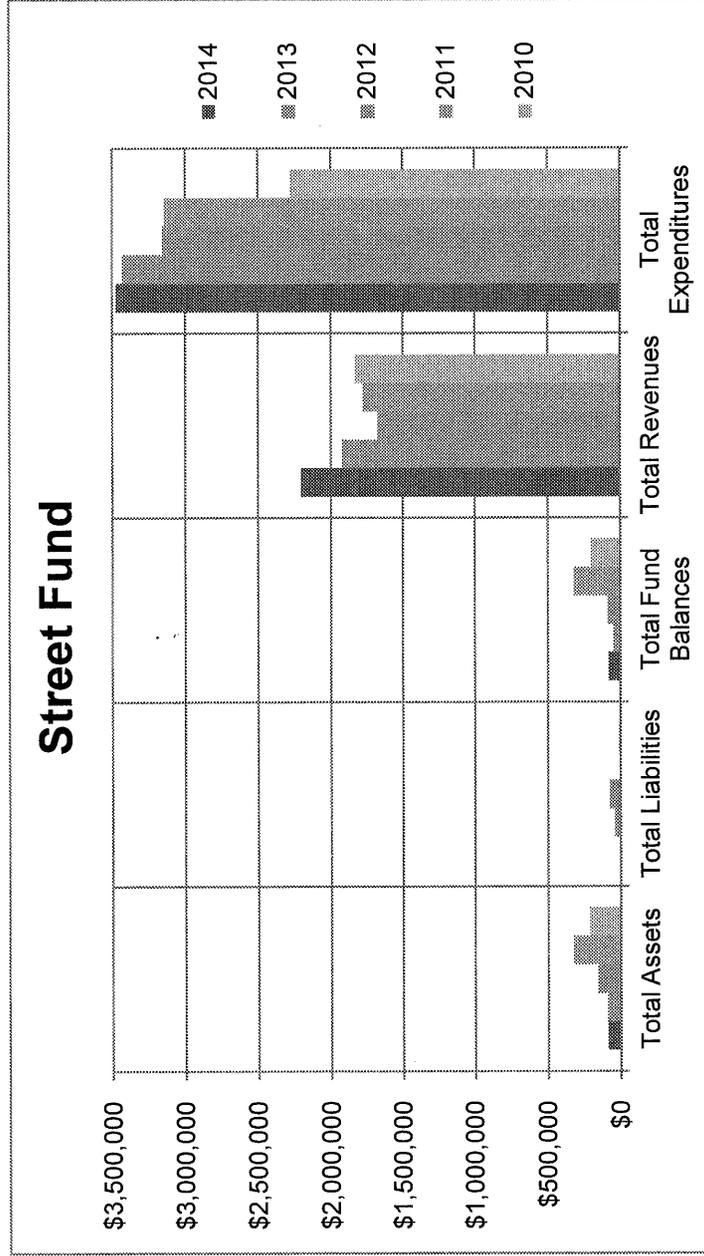
CITY OF BELLA VISTA, ARKANSAS
 SCHEDULE OF SELECTED INFORMATION FOR THE LAST FIVE YEARS - GENERAL FUND - REGULATORY BASIS
 DECEMBER 31, 2014
 (Unaudited)

<u>General</u>	2014	2013	2012	2011	2010
Total Assets	\$ 7,839,428	\$ 8,200,164	\$ 7,315,164	\$ 5,812,952	\$ 4,834,281
Total Liabilities	87,970	150,153	174,529	138,171	169,088
Total Fund Balances	7,751,458	8,050,011	7,140,635	5,674,781	4,665,193
Total Revenues	12,871,647	11,879,933	12,061,325	10,806,273	8,777,566
Total Expenditures	11,870,200	9,317,631	9,602,172	8,911,906	7,392,847
Total Other Financing Sources/Uses	(1,300,000)	(1,570,000)	(993,299)	(1,482,520)	(120,000)



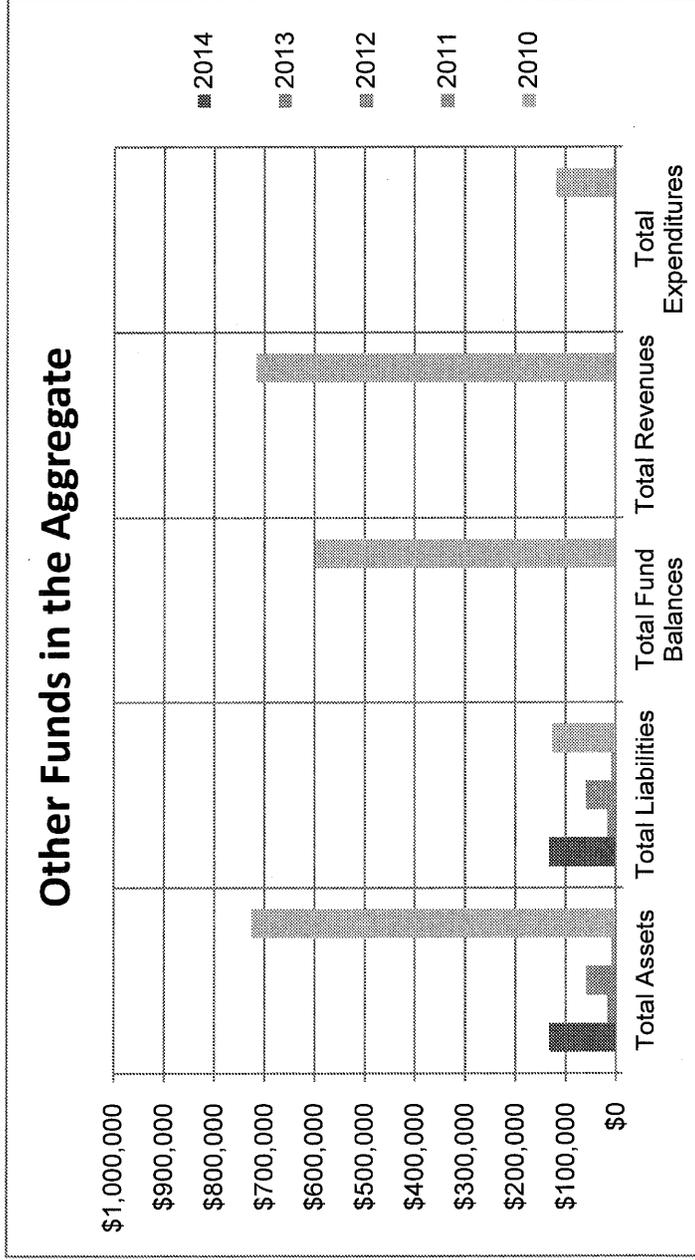
CITY OF BELLA VISTA, ARKANSAS
 SCHEDULE OF SELECTED INFORMATION FOR THE LAST FIVE YEARS - STREET FUND - REGULATORY BASIS
 DECEMBER 31, 2014
 (Unaudited)

Street	2014	2013	2012	2011	2010
Total Assets	\$ 87,088	\$ 91,037	\$ 158,762	\$ 320,528	\$ 213,163
Total Liabilities	6,306	41,169	74,251	3,656	10,378
Total Fund Balances	80,782	49,868	84,511	316,872	202,785
Total Revenues	2,202,988	1,921,570	1,673,754	1,774,296	1,833,532
Total Expenditures	3,472,074	3,432,570	3,156,115	3,142,729	2,277,471
Total Other Financing Sources/Uses	1,300,000	1,570,000	1,250,000	1,482,520	361,394



CITY OF BELLA VISTA, ARKANSAS
 SCHEDULE OF SELECTED INFORMATION FOR THE LAST FIVE YEARS - OTHER FUNDS IN THE AGGREGATE - REGULATORY BASIS
 DECEMBER 31, 2014
 (Unaudited)

<u>Other Funds in the Aggregate</u>	2014	2013	2012	2011	2010
Total Assets	\$ 133,338	\$ 15,789	\$ 58,617	\$ 8,042	\$ 725,125
Total Liabilities	133,338	15,789	58,617	8,042	127,384
Total Fund Balances					597,741
Total Revenues					716,161
Total Expenditures					118,420
Total Other Financing Sources/Uses					



RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**ACCEPTING THE FINANCIAL AUDIT REPORT PRESENTED BY THE
ARKANSAS DIVISION OF LEGISLATIVE AUDIT FOR THE YEAR
ENDING DECEMBER 31, 2014**

WHEREAS, pursuant to Ark. Code Ann. § 10-4-408, the governing body of the City must review the audit report created by the Division of Legislative Audit and take appropriate action relating to each finding and recommendation in said report; and

WHEREAS, the audit report for the year ending December 31, 2014, stated “that the financial accounting duties in each office be segregated among employees to the extent possible”; and

WHEREAS, the audit report for the year ending December 31, 2014, also stated that “[t]he City made donations totaling \$10,000 to the Bella Vista Historical Society . . . which appears to conflict with the “public purpose doctrine discussed in Op. Att’y Gen. no. 91-410 and Ark. Const. art. 12, § 5, which states in part, “No . . . city . . . shall . . . obtain or appropriate money for, or loan its credit to, any corporation, association, institution or individual.”;

**NOW, THEREFORE, 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 has reviewed and accepts the audit report presented by the Arkansas Division of Legislative Audit for the year ending December 31, 2014. In response to said audit, the Mayor and Treasurer/Finance Director are directed to continually review practices and procedures relating to the segregation of duties, including cash handling and accounting among employees to the extent possible given the limited financial resources to hire additional employees. Additionally, the City shall no longer make “donation” payments to the Bella Vista Historical Society, but rather shall only make such payments as are due in consideration for contractual services, in full compliance with the State Constitution.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

TO: City of Bella Vista
101 Town Center
PO Box 5655-72714
Bella Vista, Arkansas
72714, USA
P | 1.479.876.1255
pchristie@bellavistacityar.com

FROM: Mr. Andrew Y Grant, CEO
Grant Leisure, Inc.
2920 Hermosa Rd.
Santa Barbara, CA, 93105
+001.805.403.5873
andy@grant-leisure.com
Skype: andygrant830

Proposal # BV-001
Attn: **Honorable Mayor Peter Christie**
Re: **Bella Vista Economic Development Strategy**

INTRODUCTION

Grant Leisure has been requested to present an Economic Development Strategic Plan proposal to the City of Bella Vista, Arkansas. This Plan focuses on the development of a new economic vision that takes advantage of the City's strategic location in the tourist-driven North Arkansas region that attracts more than 4 million visitors each year.

Recently, the City has annexed property located in Benton County that is zoned for commercial use – and is slated to become a major tourist attraction in the Northwest Arkansas tourist corridor. The attraction, Wonderland Cave Park Adventure, is located on a 30-acre parcel that featured one of the most popular cave attractions in the United States. It closed in 1990. But during its heyday, Wonderland Cave had more than 150,000 visitors who trekked annually to this magnificent natural attraction to not only tour a unique cave example but to hear the biggest bands and most popular entertainers in the United States – Count Basie, Cab Calloway, and Ella Fitzgerald.

Under new ownership, this tourist attraction is expected to open in 2017 and attract more than 250,000 visitors annually in its third year.... initially opening with 180,000 in Year 1. Grant Leisure, one of the world's leading economic development companies in the tourist business for various attractions and municipalities, believes that Wonderland Cave Park Adventure (its formal, new name) will dramatically and positively impact Bella Vista and its environs as many of the visitors will be from out of state and will require a host of visitor and business services not currently available in Bella Vista or Bentonville.

Need for economic development planning and action

Grant Leisure has recommended that the City prepare for the coming increase in tourist and visitor traffic and that it position itself to develop and attract businesses that will take advantage of this economic opportunity.

The City of Bella Vista currently does not have an economic development program or plan, and Mayor Christie has identified that one of the top priorities for the City is to bring on board a full-time Business Development executive.

Development of an Economic Development Strategic Plan

During the process of developing financial business planning for Wonderland Cave Park Adventure, it became clear that Bella Vista was in a prime position to capitalize on this new tourist wave.

Factors in economic development planning

There are several factors that will play a key role in moving this planning process along:

- The City's planning department will provide its own vision as to what it sees as potential economic development opportunities. This would include evaluating all of the properties within the City limits of Bella Vista and adjacent properties that might be annexed in the future;
- Putting a "vision" and "mission statement" together by gathering the city leadership for a visioning meeting that would set up the ground rules and expectations of your leadership;
- Conduct research and interviews with Bella Vista leadership – one-on-one confidential interviews that would identify the key indicators and goals for creating this plan;
- From this meeting, we would establish a practical set of strategies and goals for this Economic Development Strategic Plan. We would identify and agree on Bella Vista's Economic Vision and Economic Goals;
- Strategies would be explored but usually these are centered on:
 - Promoting an "entrepreneurial climate for new and existing businesses
 - Development of a tourist development zone;
 - Marketing and positioning Bella Vista as an economic opportunity;
 - Providing a strong public partnership for economic development with the POA;
 - Building and ensuring a high quality of life
- Under each of these strategies, we would identify specific goals and action programs that will serve as the foundation of the process as it allows the City to have very specific, measurable goals that can be addressed and implemented under each of these three key strategies;
- The City will provide all economic and resident data possible for Grant Leisure to complete its analysis and development of the Economic Development Strategic Plan,

which would include property maps, potential site locations, and any financial data termed critical to the marketing and solicitation of properties for outside consumption.

- Grant Leisure would prepare a draft document including our findings and recommendations from our research, interviews, and data provided by the City.
- Draft #1 would be presented to the Planning Committee and then revised for final approval from the City.

STRATEGIC DEVELOPMENT

Plan Development

Grant Leisure would enter into an agreement to provide the following planning services for the development of the Bella Vista Economic Development Strategic Plan:

- Develop a specific schedule for submission of materials and interviews with key personnel. We recommend the Mayor appoint a Planning Committee of Bella Vista city personnel to serve as the clearing house of all information and planning communication. We recommend it be no more than three or four key persons, including the Mayor;
- Personnel interviews would be conducted by Robert Liljenwall, MBA, Grant Leisure, who will be responsible for conducting interviews with City leadership including the Mayor, city councilpersons, city attorney, city planning director, treasurer/finance director, city clerk.
- Additional interviews will be conducted with Benton County and POA officials as noted by the City of Bella Vista. It would be important to meet with the key executives for the POA.
- Interviews with leading real estate, tourist leaders, and other business organizations;
- Consolidation of all Bella Vista data – census information, city financial information, tax data, and any other financial documentation;
- We will construct a **SWOT Analysis** for the City of Bella Vista that will identify the Strengths, Weaknesses, Opportunities and Threats facing the City;
- Establish draft goals and strategies submitted to the planning committee for their review, revision and recommendations.
- Working in concert with the City's Planning director, Grant Leisure would prepare a full report, estimated to be approximately 25 to 30 pages with appropriate charts and graphs, for its initial Draft #1.

Timing and execution of the Planning process

We expect this process, from the appointment of the committee to completing the interviews and data collection, to be no more than six to eight weeks.

Once we have completed the final draft and submitted to the Council for approval, Grant Leisure would assist in the development of its marketing and branding work.

ECONOMIC DEVELOPMENT STRATEGIC PLAN DELIVERABLES

Executive Summary

This will include an executive summary and specific recommendations

Introduction

Why this plan was developed, its goals, strategies, major programs and timeline and identification of the planning team.

Part I: Bella Vista's Economic Background and Drivers

- A Summary of Bella Vista's Economy
- Bella Vista's Economic Strengths & Weaknesses (SWOT Analysis)
- Critical Drivers Of Bella Vista's Economy
- Economic Plan Assumptions
- A Focus on the Tourism Economy
- Targeting Businesses That Meet Bella Vista's Vision

Part II: Bella Vista's Economic Development Vision

- Bella Vista's Economic Vision
- Bella Vista's Economic Goals

Part III: Bella Vista's Economic Strategies

Here are some of the strategies we would include in the Strategic Plan:

- Promoting an Entrepreneurial Climate for New & Existing Businesses
- Development of tourist-development zone
- Marketing Bella Vista properties and opportunities
- Building a strong partnership with POA
- Building a "high-quality of life" for Bella Vista

Part IV – Recommended Strategic Plan action and implementation

- Creation of Bella Vista Business Development office
- Development of a marketing-specific program to be implemented by the City of Bella Vista’s new business development office
- Creation of a citizen-based Economic Development Advisory board

Part V – Summary of Economic Development Strategic Plan

This section would essentially be the summary and final conclusions and recommendations of the Planning Committee and Grant Leisure. This is “your” plan – it is not a feasibility study – it is a plan that will require implementation by the City Council and its resources.

The approved plan will also be an instrument for monitoring and guiding all future actions by the City Council as it relates to developing its economic base. Therefore, a monitoring system of checks, balances, and success/failure measurements will have to be maintained by the City over the life of this Plan until the next Plan generation is created, which normally takes three to five years.

TIMING

We estimate that it will take approximately 6 - 8 weeks to complete this Scope of Work. Two meetings with the City Leadership would be required:

Trip #1 – Orientation meeting with city leadership including goal setting, vision and mission statements created; initial interviews and research on the ground – approximately 3-4 days in Bella Vista. This would occur within one week of signing of the document to get a running start.

Between Trips #1 and #2 – we would provide constant feedback and updates as to the plan progress. The City will be required to provide financial data along with appropriate planning documents, maps, and other any information deemed pertinent to the preparation of the final Economic Development Strategic Plan.

Trip #2 – Presentation of draft #1 document in PowerPoint format. It is estimated that this plan will take between 6 – 8 weeks to complete and submittal of the plan and its presentation would be made to the appointed Planning Committee. Revisions and additions would be made and then re-submitted to the Planning Committee and then eventual approval by the City Council. This would be a trip duration of no more than two or three days.

FEE STRUCTURE

Grant Leisure would provide the Scope of Services and Deliverables including planning, research, report writing, interviewing, and overall project management for a fee of \$19,950, inclusive of travel expenses.

Grant Leisure company policy dictates a 50% deposit of the lump sum upon signature of this proposal in order to cover mobilization fees including administration, travel, accommodation, and additional expenses, in the amount of \$9,975. The deposit must be submitted along with this signed contract. The remaining balance of \$9,975 will be billed upon completion of the Scope of Services.

DISCLAIMER

All information, analysis and recommendations made for clients by Grant Leisure, Inc. and its associates are made in good faith and represent the professional judgment of Grant Leisure, Inc. and its associates on the basis of information obtained from the client and other sources, including original research where relevant during the course of the assignment.

Since the achievement of any recommendations, forecasts and outcomes depends upon factors outside the control of Grant Leisure, Inc. and associates, no statement made by Grant Leisure, Inc. and its associates may be regarded in any circumstances to be a representation undertaking or warranty, and Grant Leisure, Inc. cannot accept any liability should such statements prove to be inaccurate or based upon incorrect premises. In particular and without limiting the generality of the foregoing, any projections, financial and otherwise in this report are intended only to illustrate particular points of argument and do not constitute forecasts of actual or projected performance.

Andrew Y Grant

Chief Executive Officer, Grant Leisure, Inc.

Career Highlights

As CEO of Grant Leisure, Inc. Andrew (Andy) Grant has established himself as a leading consultant to the leisure industry based on his significant experience in the management and development of attractions in more than 35 countries across five continents. He has earned an international reputation as a creative – yet pragmatic – consultant to the leisure sector.

In 1982, Andy moved to England to take on the role of Managing Director of the Leeds Castle Foundations, UK and US, responsible for all operational and charitable activities and profit and loss of both institutions. At the same time, he established Grant Leisure, Incorporated, which has now been in the leisure industry for over 30 years.

Prior to his company's inception, Andy held 28 years of extensive experience in the operation and management of recreation attractions, including:

- Manager of Personnel/Operations Manager for Universal Studio Tours
- CEO of Busch Gardens, Los Angeles
- CEO of Squaw Valley Ski Resort, Northern California
- Deputy Director of the San Diego Zoo and Wild Animal Park, California, responsible for 2000 staff and a budget of \$100 million
- Managing Director of London/Whipsnade Zoo
- Chairman of Real Live Leisure, owners/operators of the Blackpool Zoo, Bournemouth Aquarium and Aquarium of the Lakes

Andy additionally has four years consulting experience with Economics Research Associates where he was Director of two divisions whose assignments included work on the following: Ocean Park in Hong Kong, Six Flags, the Milwaukee and Philadelphia Zoos, the Winchester Mystery House, Hershey Park, Libertyland, Six Flags, Universal Studios Tour, Sea World, and the redevelopment of 42nd and 43rd Streets, New York City, New York.

Since establishing Grant Leisure, Andy has overseen the majority of the company's major assignments, including the 22-month management assistance contract to establish Granada Studios Tour, Manchester, the re-launch of Babelsberg Studios, Berlin, and the concept development and feasibility study for Ferrari World in Abu Dhabi.

The Universal Studios Recreation Group retained Grant Leisure to review sites in Britain and France for major theme park developments. Andy has also overseen all commercial plans for the new Museum of Te Papa Tongarewa, New Zealand, the design and business planning of Swiss Expo '02, and has been a project manager for Stonehenge, the London Eye (British Airways), and

Dynamic Earth. Bechtel has even recently called him as an expert witness for the Magic World project in Dubai.

Andy developed the strategic plans for Blarney Castle in Ireland in addition to: Welbeck Abbey, Badminton House, Alnwick Castle, Northumberland Estate, a heritage, retail and exhibition complex on the air site for Slough Estates Business Park at Farnborough, and Syon House and Gardens, as well as consulting with the Zoological Society of San Diego on a large zoo and safari park project in the Middle East.

Grant Leisure completed the feasibility study on a \$1.8 billion mixed-use resort in Marrakech, Morocco, and a five-star destination resort in Borovoye, Kazakhstan. The company additionally provided a feasibility and operating plan for the Oasis resort in Jordan as well as the redevelopment of the Greenville Zoo in South Carolina.

Under Andy's leadership, the company completed an economic feasibility and development prospectus for the new mixed leisure development in Sharm El Sheik in Dubai, a \$70 billion master-planned city.

Andy is currently providing operations planning for the New Doha Zoo in Qatar, and he is working with their sister company – Panorama International raising finance for resorts in South America and Africa.

Andy recently released his second book *Rainforest Wisdom: What Gorillas Can Teach Us About Ourselves*, and has been a member of Britain's Who's Who since 1988.

Education

University of Oregon

B.S. History

Teaching Certifications – Health & History

Raul Rios

Financial Analyst, Grant Leisure, Inc.

Career Highlights

Raul has more than 15 years of visitor attraction and exhibition development consultancy experience. Rios specializes in the holistic management of the attraction development process, ensuring that the business, operational and design development processes progress effectively. Initially acting as Director of Projects for the leisure development consultancy Grant Leisure Group and Commercial Controller, a visitor attraction design company – Csaky Associates, he was later appointed Managing Director of Grant Leisure's then-parent company's German subsidiaries where he was responsible for their successful restructuring and merger.

Working as a consultant he has prepared feasibility appraisals, business and operational plans, and master plans for a variety of visitor attractions in the UK and internationally.

Recent Projects include:

- **Carlsberg new Brand and Experience Centre, Copenhagen – DK**
Responsible for the initial audience and market analysis and assessment for this new planned brand and visitor experience, which is to be built in the newly developed Carlsberg city quarter in Copenhagen. Working alongside international design company Ralph Applebaum Associates, Raul has been part of the consulting team providing business and operational planning advice.
- **Queen Elizabeth Olympic Park, London - UK**
Rios led the visitation projections analysis for the Queen Elizabeth Olympic Park, on which all future financial and budget projections for the Park will be based. His involvement included the participation in the master planning process including operational planning and concept development aspects as well as running analyses and devising an outline Food & Beverage concept for Olympic Park.
- **ArcelorMittal Orbit, London – UK**
Leading the market assessment and analysis for this new sculpture designed as a 115-metre-high observation tower located in the Olympic Park in London. Following the initial feasibility appraisal of the Orbit, Rios's involvement also included working on the business and operational planning of this visitor attraction.
- **The new Wedgwood Visitor Centre, Stoke-on-Trent – UK**
Feasibility appraisal and master planning for the new planned visitor centre experience for one of Britain's oldest and most reputable brands.

- **IKEA Museum and Visitor Centre, Almhult – Sweden**
Initial audience and market appraisal and outline business feasibility to assess the development and construction of a new IKEA brand based museum and visitor centre.
- **Merry Hill Shopping Centre, - UK**
Project management of a Winter Wonderland event including a large ice rink and German-style Christmas market for this Westfield Group shopping centre in Merry Hill, UK.
- **Puerto Venezia Shopping Centre, Zaragoza – Spain**
Financial and business analysis to assess an operational joint venture between a UK leisure operator and the shopping centre's main investor British Land.
- **Forth Bridge Experience, Edinburgh – Scotland**
Raul is currently working as the lead business planning consultant on this new visitor attraction proposed by the client Network Rail, which is based on the heritage and accessibility of the Rail Forth Bridge – one of Scotland's main landmark.

Other selected Projects include:

- Ferrari World Theme Park, Abu Dhabi – UAE (concept development and feasibility study)
- Sylt Aquarium, Sylt – Germany (Project Director for a turn-key aquarium construction project)
- Parque Reunidos Selwo Aventura, Estepona – Spain (operational audit)
- The Sandcastle complex and Red Sea Aquarium, Sharm El Sheikh – Egypt (feasibility study)
- FIFA World Cup 2006 Welcome Centre, Hamburg – Germany (Project Director, fit out/build)
- Central Market Abu Dhabi, - UAE (market appraisal and feasibility study)

Raul is multi-lingual and is fluent in Spanish, English, and German. Raul's understanding of different cultures and his ability to empathise in different work environments has made him one of our most valuable consultants on international projects.

Education

Vienna University of Economics and Business Administration
M.A. International Business Administration

Robert Liljenwall

Vice President – International Marketing, Grant Leisure, Inc.

Career Highlights

Mr. Liljenwall will serve as Project Manager for the Bella Vista Economic Development Strategic Plan. Mr. Liljenwall is a seasoned marketing consultant focusing on developing strategic marketing programs for major corporations and attractions. Throughout his career, Mr. Liljenwall has served in senior corporate marketing and communications positions and as a consultant to Fortune 500 companies. Mr. Liljenwall has more than 40 years of senior marketing, strategic planning, and brand management experience. He is a graduate in Journalism from San Jose State University and graduated with honors with an MBA from Graziadio School of Business at Pepperdine University.

He has worked with major US cities in developing strategic marketing programs and has served in the entertainment, media, consumer products, and sports marketing and branding projects. He was editor, speechwriter, and public relations representative for Fluor Corporation. He served as Manager of Advertising and Promotion for Disneyland and Vice President-Marketing for RMS Queen Mary & Spruce Goose.

As president of Visitor & Conventions Services, he provided strategic marketing planning services for 30 major visitor and convention bureaus in the United States including Orlando, Las Vegas, San Francisco, Chicago, New Orleans, New York, Anaheim, Los Angeles, Lake Tahoe/Reno, Boston, and San Antonio.

For over 30 years, he ran his own advertising and public relations agency, The Liljenwall Group, and continues as a consultant throughout his career.

He served as a principal for Robert Miles Runyan & Associates, who developed brand identities for the Sutter Health, McGaw Pharmaceuticals, Caremark, 1984 Olympic Games, 1994 World Cup, Vuarner, Litton, Teledyne, Los Angeles Rams, and the 1999 FIFA Women's World Cup. He also served as Venue Press Chief for the 1984 Olympics in Los Angeles.

He formed the United State's largest retail interactive network – RealTime Sports, which featured the most advanced interactive kiosk in retail, combined with the first “real-time” television retail sports information network located in 50 top US markets.

He also served as principle of Bright Strategic Design, which produced the corporate/brand identities for Miller Brewing (GMD and Lite Beer), Ryder Truck, National Car Rental, Princess Cruises, and Johnson & Johnson. He was responsible for supervising packaging projects for Virgin Cola and Dr. Barry Sears' Zone Perfect line.

He received the highest award from the American Advertising Federation (AAF) for “best of show” (Midwest Region) for his highly successful marketing and branding programs for Mills, one of the nation’s largest school apparel manufacturers in the US.

Mr. Liljenwall is a Distinguished Instructor at UCLA Extension where he teaches Strategic Marketing and Brand Management. He has represented UCLA in foreign educational programs in Mexico, Turkey, and Thailand. He has previously taught E-Branding and E-commerce at UCLA Extension, and as of Summer 2009, he serves as Adjunct Professor for the University of Redlands on their business graduate program.

He is co-author and editor of “Marketing At Retail”, the recognized textbook in the field of retail marketing at the point of sale, published since 1999, and he recently completed his fourth edition which published April 2013. It is available at amazon.com or popai.com.

He is currently serves as Vice President – Marketing Services for Grant Leisure and is working on strategic marketing and branding projects the UK, Qatar, US and other foreign clients. His previous consulting work took him to Kazakhstan, Morocco, United Kingdom, Montreal, Turkey, Korea, and Las Vegas. He lives in Pasadena CA

Education

San Jose State University

BA – Journalism

Pepperdine University

Masters in Business Administration

Samuel R Nusbaum

Director Business Development, Grant Leisure, Inc.

Career Highlights

A graduate from UC Santa Barbara Film & Media Studies program, Mr. Nusbaum serves as Director of Business Development and Millennial Advisor for Grant Leisure. He has a broad career in the entertainment industry having worked with the likes of Dick Clark Productions and American Idol Productions in development and production.

Mr. Nusbaum was the founder of UC Santa Barbara's pre-eminent professional business fraternity Delta Sigma Pi - Rho Sigma Chapter, and maintains a California real estate license. His experience in commercial real estate has been integral on several projects where real estate development is concerned.

Mr. Nusbaum's responsibilities with Grant Leisure include industry research, business development and networking, project management, and drafting of Grant Leisure's professional documents and marketing material. As one of Grant Leisure's key project managers, he supervises project budgets, time lines, and coordinates with the consultancy's global network of industry professionals.

Recent projects include the following responsibilities:

- Project management and drafting of Grant Leisure's marketing strategy for the Forth Bridge Experience in Scotland
- Project management and development of Grant Leisure's proprietary Make It Work report for the Qatar Zoo, a comprehensive report outlining the operational parameters and justification of all sequences and structures included in the Zoo's schematic plans
- Project management and drafting of a Feasibility Analysis for the integration of the International Swimming Hall of Fame with a Boardwalk hotel development in Atlantic City
- Project management and drafting of a Feasibility Analysis for the implementation of a significant piece of confidential intellectual property as a travelling exhibition
- Project management for the operational and business planning of the Wonderland Cave Park Adventure in Arkansas.

Education

University of California, Santa Barbara

B.A. Film & Media Studies

Licensed California REALTOR®

Grant Leisure, Inc.

By: 

Print Name: Andrew Y Grant
(Printed)

Title: CEO

Date: 10 December 2015

City of Bella Vista

By: _____

Print Name: _____
(Printed)

Title: _____

Date: _____

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GRANT LEISURE IN AN AMOUNT NOT TO EXCEED \$19,950.00 FOR PURPOSES OF PROCURING AN ECONOMIC DEVELOPMENT STUDY AND AUTHORIZING A COST-SHARE WITH THE BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement with Grant Leisure in an amount not to exceed \$19,950.00 for purposes of procuring an economic development study for the City. A cost-share with the Bella Vista Village Property Owners Association, Inc. is further authorized, so long as the total cost to the City shall not exceed \$19,950.00.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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