Bella Vista City Council
Work Session Agenda

Date/Time: 5:30 pm
Tuesday, January 16, 2024

Location: Police Training Room
2483 Forest Hills Boulevard

Council Members:
Jerry Snow — *Ward 1, Position 1*
Wendy Hughes — *Ward 1, Position 2*
Jim Wozniak — *Ward 2, Position 1*
Larry Wilms — *Ward 2, Position 2*
Doug Fowler — *Ward 3, Position 1*
Craig Honchell — *Ward 3, Position 2*

Mayor:
John D. Flynn

City Clerk:
Wanda Lepillez Krug

I. Call to Order:

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

II. Review of Minutes

December 18, 2023 - Regular Meeting

III. Election of Mayor Pro Tempore

IV. New Business:

A. ORDINANCE: AMENDING SECTION 107-342 *RETAINING WALL PLACEMENT* OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY CERTAIN REQUIREMENTS REGARDING RETAINING WALL SETBACKS FROM PROPERTY LINES AND REGARDING TERRACED RETAINING WALLS, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

B. ORDINANCE: APPROVING THE FINAL PLAT OF THE GORDON HOLLOW SUBDIVISION, AND ACCEPTING PUBLIC RIGHTS-OF-WAY DEDICATED THEREIN

C. ORDINANCE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTO GROUP OF SILOAM SPRINGS IN THE AMOUNT OF $49,415.00 FOR THE PURCHASE OF ONE (1) 2024 GMC SIERRA 2500 TRUCK FOR USE BY THE STREET DEPARTMENT

D. RESOLUTION: EXPRESSING CONTINUING SUPPORT AND PARTICIPATION OF THE CITY OF BELLA VISTA IN THE FEDERAL "ADVANCE EFFECTIVE, ACCOUNTABLE

POLICING AND CRIMINAL JUSTICE PRACTICES TO ENHANCE PUBLIC TRUST AND PUBLIC SAFETY" PROGRAM

E. RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH NATIONAL AUTO FLEET GROUP, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) 2024 FORD F-350 SUPER DUTY TRUCK IN THE AMOUNT OF $63,897.78 FOR USE BY THE POLICE DEPARTMENT

F. RESOLUTION: AUTHORIZING THE SALE OR EXCHANGE OF TWO (2) SURPLUS CITY VEHICLES CURRENTLY OWNED BY THE CITY AND LEASED TO THE RECYCLING CENTER, WAIVING COMPETITIVE BIDDING RELATED TO A SALE, AND FOR OTHER PURPOSES

G. RESOLUTION: APPROVING THE MAYOR'S APPOINTMENT OF MARK PELTON TO A POSITION ON THE TREE ADVISORY BOARD TO FILL AN UNEXPIRED TERM ENDING MAY 1, 2024

H. RESOLUTION: APPROVING THE APPOINTMENT OF KIM HONCHELL TO THE REMAINDER OF AN UNEXPIRED FIVE (5) YEAR TERM ON THE PUBLIC LIBRARY ADVISORY BOARD ENDING DECEMBER 31, 2025, REPLACING ASHLEY JONES

I. RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUBLEASE AGREEMENT WITH BELLA VISTA FRIENDS OF THE LIBRARY, INC. REGARDING SPACE IN THE LIBRARY FOR THE ENCORE BOOKSTORE

J. RESOLUTION: DESIGNATING AUTHORIZED DISBURSING OFFICERS AND MUNICIPAL DEPOSITORY BOARD FOR THE CITY OF BELLA VISTA FOR CALENDAR YEAR 2024

K. RESOLUTION: AMENDING THE 2023 CITY BUDGET TO RECOGNIZE $580,000.00 IN DEVELOPMENT IMPACT FEE REVENUE TO IMPACT FEE RESTRICTED RESERVES AND AMENDING THE 2024 CITY BUDGET TO APPROPRIATE IMPACT FEE QUALIFYING EXPENSES FOR THE LIBRARY AND POLICE DEPARTMENT

L. RESOLUTION: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BLUE GUYS I.T., THROUGH THE INTERLOCAL PURCHASING SYSTEM PROGRAM (TIPS), IN THE TOTAL AMOUNT OF $73,504.20, FOR THE PURCHASE OF TODYL SECURITY SOLUTION TO ENHANCE CITY CYBERSECURITY EFFORTS

V. Discussion Items:

- CDS Year in Review - CDS Director Doug Tapp
- Campaign contribution disclosure requirements and related issues – Council Member Fowler
- Change of CC Regular Meeting Time – Mayor Flynn

VI. Adjournment

SPECIAL NOTICES TO THE PUBLIC: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request this service, contact the City Clerk prior to each meeting at 479-876-1255.

BELLA VISTA CITY COUNCIL REGULAR MEETING

December 18, 2023 6:30 P.M.

Bella Vista District Court, 2483 Forest Hills Boulevard, Bella Vista, AR 72715

MINUTES

Call to Order by Mayor John Flynn **at 6:30 PM**

Roll of Council called by Clerk Lepillez Krug. Council Members Snow, Wozniak, Fowler, and Honchell present. Council Members Hughes and Wilms absent. Mayor Flynn present.

Pledge of Allegiance recited

Public Comment: No citizens signed up to speak.

Council Reply: None at this time

Action on the Minutes:

November 20, 2023 – Regular Meeting. *Motion made by Council Member Snow to approve as prepared by Clerk Lepillez Krug, second by Council Member Wozniak. Roll Call Vote unanimous to approve.* ***(Ayes: 4/Nays: 0)***

Reports:

October 2023 Financial Report (Reports are posted on the Bella Vista City website at bellavistaar.gov and provided to Council Members under separate cover.) *Mayor Flynn described the report as positive. Property tax revenues up 11.9% compared with last year, City sales tax up 5.3%, County sales tax up 12%. For expenses Operating Expenditures were 10.4% below budget which is 1.6 million dollars. As the year progresses, taxes seem increased a bit more over last year which is encouraging.*

New Business: See meeting packet for complete ordinances and resolutions.

RESOLUTION R2023-62: ADOPTING A CITY BUDGET FOR THE CITY OF BELLA VISTA FOR THE CALENDAR YEAR 2024, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE, AND FOR OTHER PURPOSES *Mayor Flynn read the resolution by title only. He explained that the Council discussed the Budget at length at a Special Work Session, and Work Session last week. Council Member Snow made a motion to approve the resolution, second by Council Member Honchell. Council Member Fowler commented on the Budget from his point of view, and thanked Mayor Flynn and Finance Director Kim Hall for their careful work. He mentioned the Internet sales tax passed by the Arkansas state legislature, as "very beneficial" to our cities and our counties.*

DRAFT

The City COVID relief funds were appropriated to police salaries, so our unassigned funds increased from rolling over the original budgeted amount for those salaries. He questions whether the City can generate the revenue moving forward, needed to cover capital outlays. Yet, he thinks that over time Mayor Flynn and Finance Director Hall will work that out very responsibly. Mayor Flynn encouraged citizens to study the Budget on the website. Roll Call Vote unanimous to approve. ***(Ayes: 4/Nays: 0)***

RESOLUTION R2023-63: AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2023 ANNUAL CITY BUDGET *Mayor Flynn read the resolution by title only and described it as a housekeeping item. Legalities require the city cannot spend more than listed in the Budget, and this resolution makes it possible to make transfers between departments. Council Member Wozniak made a motion to approve, second by Council Member Honchell. Roll Call Vote unanimous to approve.* ***(Ayes: 4/Nays: 0)***

RESOLUTION R2023-64: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH AXON ENTERPRISE, INC., THROUGH A NASPO COOPERATIVE PURCHASING AGREEMENT, IN THE TOTAL AMOUNT OF $784,747.81, FOR THE PURCHASE OF BODY CAMERAS AND ASSOCIATED EQUIPMENT AND SERVICES FOR THE POLICE DEPARTMENT *Mayor Flynn read the resolution by title only and explained this will be the first time we have body cams in Bella Vista. Council Member Snow made a motion to approve, second by Council Member Wozniak. Roll Call Vote unanimous to approve.* ***(Ayes: 4/Nays: 0)***

RESOLUTION R2023-65: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A TENTH AMENDED ANIMAL SERVICES CONTRACT FOR ANIMAL SHELTERING SERVICES WITH BELLA VISTA ANIMAL SHELTER, INC. *Mayor Flynn read the resolution by title only and explained this is an amendment for 2024 and increases the City payment from $5,000 to $5,250, a 5% increase. The amount we pay per dog and cat each year remains the same. Council Member Wozniak added it is a bargain. Motion to approve by Council Member Fowler, second by Council Member Wozniak. Roll Call Vote:* ***(Ayes: 4/Nays: 0)***

RESOLUTION R2023-66: ESTABLISHING RESIDENTIAL AND COMMERCIAL RATES FOR SOLID WASTE (TRASH) COLLECTION IN THE CITY *Mayor Flynn read the resolution by title only and said it is an amendment to the original agreement for 2024. The change in the trash rates for individuals went from $15.96 to $16.60 per month, and that's a 4.01% increase based on the CPI (Consumer Price Index) for water, trash, and waste collection. Motion to approve by Council Member Wozniak, second by Council Member Snow. Roll Call Vote:* ***(Ayes: 4/Nays:0)***

ANNOUNCEMENTS: *Mayor Flynn read through the upcoming meeting schedule.*

- Next City Council Work Session: 5:30 pm Tuesday, January 16, 2024 at Bella Vista District Court

- Next City Council Regular Meeting: 6:30 pm Monday, January 22, 2024 at Bella Vista District Court
- Planning Commission Work Session: cancelled
- Planning Commission Regular Meeting: 4:30 pm Monday, January 8, 2024 at Bella Vista District Court
- Board of Construction Appeals: 3:00 pm Tuesday, January 9, 2024, if necessary, at Fire Station #4 Conference Rm, 1639 Forest Hills Blvd.

Mayor Flynn adjourned the meeting at 6:45 p.m.

_____ _____

City Clerk Wanda Lepillez Krug Mayor John D. Flynn

DRAFT

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 107-342 *RETAINING WALL PLACEMENT* OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY CERTAIN REQUIREMENTS REGARDING RETAINING WALL SETBACKS FROM PROPERTY LINES AND REGARDING TERRACED RETAINING WALLS, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, the Planning Commission has recommended changes to Section 107-342 *Retaining Wall Placement* of the Code of Ordinances of the City of Bella Vista to modify certain requirements regarding retaining wall setbacks from property lines and regarding terraced retaining walls; and

WHEREAS, a public hearing was conducted on the matter by the Planning Commission;

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

SECTION 1: Subsection (e)(2) of Section 107-342 *Retaining Wall Placement* of the Code of Ordinances of the City of Bella Vista is hereby amended so that, after amendment, the subsection shall read as follows:

> "(2) *From property lines.* Retaining walls shall be placed a minimum of 7.5 feet or 1.5 times the height of the wall, whichever is greater, away from all property lines. In cases where the retaining wall is supporting an access drive, the wall shall be allowed up to the front property line."

SECTION 2: Subsection (g) of Section 107-342 *Retaining Wall Placement* of the Code of Ordinances of the City of Bella Vista is hereby amended so that, after amendment, the subsection shall read as follows:

> "(g) *Terraced retaining walls.* If retaining walls are terraced, the upper wall shall be located no closer to the lower wall than one times the height of the tallest wall. Terraced walls less than 2 times the height of the lower wall shall be considered a single taller wall to account for the added dead and live loads from the upper terrace wall on the lower wall."

SECTION 3: EMERGENCY CLAUSE. The need to modify requirements regarding retaining wall setbacks and terraced retaining walls is immediate and necessary for the public health, welfare, and safety. Therefore, an emergency is declared to exist and this Ordinance shall take full force and effect from and after its adoption as provided by law.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
JOHN D. FLYNN
MAYOR

ATTEST:

_____
WANDA KRUG
CITY CLERK

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

ARTICLE XII. RETAINING WALL STANDARDS

Sec. 107-339. Applicability

(a) The requirements of this article shall apply to the construction, installation, extension, or replacement of all retaining walls 2.5 feet or more in height, as measured from the final grade at the lower side of wall to the top of the wall, unless specifically exempted by subsection (c) of this section. All retaining walls subject to this article must obtain a permit from the community development services department.

(b) Retaining walls that separate land from bodies of water, regardless of height, must adhere to the requirements of this article. All such retaining walls must obtain a permit from the community development services department.

(c) Exemptions. Retaining walls that meet the following requirements shall be exempt from the provisions of this article:

(1) Retaining walls less than 2.5 feet in height, unless such retaining walls separate land from bodies of water.

(2) Retaining walls designed as part of a primary structure authorized by a valid building permit.

(3) Retaining walls designed as part of a public capital improvement project.

(Ord. No. 2011-06, § 1300.01, 8-5-2011; Ord. No. 2013-17, § 1300.01, 1-24-2014; Ord. No. 2015-18 , § 1, 8-24-2015)

Sec. 107-340. Design and inspection.

(a) *Slopes.* Slopes of one-to-one or steeper shall be treated as a retaining wall and shall comply with the regulations of this section.

(b) *Safety railings.* Safety railings may be required for any retaining wall 2.5 feet or higher. The decision to require safety railing shall be based on specific site conditions, potential pedestrian and public access to the retaining wall, and applicable building codes.

(c) *Drainage.* All walls, regardless of height, must provide some means of alleviating hydrostatic pressure behind the wall and conveyance of water.

(d) *Prohibited materials.* Walls coming into contact with a lake, stream, or other body of water may not be constructed of treated wood or railroad ties that could leach chemicals into the water body.

(e) *For retaining walls 2.5 to four feet in height.*

(1) The community development services department may require retaining walls less than four feet in height to be designed by an architect, licensed landscape architect, or professional engineer registered in the State of Arkansas, depending on specific site conditions. Determination will be made at time of application.

(2) The applicant shall contact the community development services department to request a footing inspection prior to construction and final inspection upon completion of construction. If the department official determines that the wall is constructed in accordance with these regulations and

approved retaining wall permit, a certificate of completion will be issued. If the retaining wall does not pass the inspection, the department official shall prepare an inspection report detailing the deficiencies.

(f) *For retaining walls in excess of four feet in height.*

(1) Any retaining wall more than four feet in height shall be designed by a registered professional engineer and shall be field inspected by the design engineer.

(2) Upon completion of construction, the engineer shall provide the community development services department with a certification letter stating that all code and plan requirements have been fulfilled.

(3) Investigation report. All proposed retaining walls ten feet or greater in height will require a geotechnical investigation and a formal report submitted by a registered professional engineer qualified to make such investigations.

(g) *Minimum elevation requirements for retaining walls separating land from bodies of water.*

(1) The following elevations are hereby established as the normal pool elevation for water bodies within the city:

Water Body	Normal Pool Elevation
Loch Lomond	1,120
Lake Avalon	1,075
Lake Windsor	1,069
Lake Norwood	1,060
Lake Ann	1,055
Lake Rayburn	1,090
Lake Brittany	1,200

(2) Retaining walls that separate land from bodies of water must maintain a minimum elevation of 24 inches above normal pool elevation. Such will be demonstrated through inspection of the retaining wall by the community development services department.

(3) For retaining walls that separate land from bodies of water that do not have any even surface due to construction materials, such as large boulders or other similar materials, demonstration of the 24-inch minimum elevation requirement can be an average of several points along the entire length of the retaining wall. Such will be demonstrated through inspection of the retaining wall by the community development services department.

(Ord. No. 2011-06, § 1300.02, 8-5-2011; Ord. No. 2015-18 , § 1, 8-24-2015)

Sec. 107-341. Retaining wall submittal specifications.

(a) All site plans submitted for a retaining wall permit shall be drawn to a typical engineering scale and include the following:

(1) Location of all property lines;

(2) Location of all existing and proposed structures;

(3) Locations of existing retaining walls on or adjacent to the property that are to remain in place, if applicable;

(4) Portions of existing retaining walls that will be replaced, if applicable;

(5) Location of any septic drainage fields, if applicable;

(6) Locations of new retaining walls; and

(7) Location of all utilities, utility easements, drainage easements, and drainageways.

(b) All applications for a retaining wall permit shall contain construction details that include the following:

(1) Dimensions and height of the wall;

(2) Cross section of the wall including footing design;

(3) Elevations above and below the wall; and

(4) Proposed wall material.

(c) For walls in excess of four feet in height, all plans submitted for a retaining wall permit shall be stamped and signed by a professional engineer registered in the State of Arkansas.

(d) The community development services department may require additional information to process a permit application.

(Ord. No. 2011-06, § 1300.03, 8-5-2011; Ord. No. 2015-18 , § 1, 8-24-2015)

Sec. 107-342. Retaining wall placement.

(a) *Rights-of-way.* Retaining walls shall not be located in a public right-of-way.

(b) *Private property.* All retaining walls shall be located on private property and shall be built with the consent of the property owner. The retaining wall contractor and/or property owner shall be responsible for correctly locating property boundaries. Retaining walls shall not encroach on neighboring properties.

(c) *Sight triangle.* All retaining walls, constructed near street intersections, shall not be located in the sight distance triangle, as described in section 107-314(e) in order to provide a reasonable degree of traffic visibility.

(d) *Easements.*

(1) *Utility easements.* Retaining walls shall not restrict access to utilities. Where no utilities are present in an easement, or where utilities are planned to be relocated, and where such action is approved by all utility agencies, then retaining walls may be placed within the easement.

(2) *Drainage easements.* Retaining walls shall not impede the normal flow of stormwater and shall not cross open drainage channels. Retaining walls proposed in drainage easements shall be approved on a case by case basis.

(3) *Access easements.* Retaining walls shall not be constructed over a public or private access easement.

(e) *Setbacks.*

(1) *From structures.* Retaining walls shall be placed a minimum of ten feet or 1.5 times the height of the wall, whichever is greater, away from existing or proposed structures, unless such wall is exempted under section 107-339(c)(2).

(2) *From property lines.* Retaining walls shall be placed a minimum of 7.5 feet or 1.5 times the height of the wall, whichever is greater, away from all property lines. In cases where the retaining wall is supporting an access drive, the wall shall be allowed up to the front property line.

(f) *Septic systems.* Retaining walls shall not be placed over any existing or proposed septic drain fields. Retaining walls shall not be placed any closer than ten feet in any direction to a septic leach field.

(g) *Terraced retaining walls.* If retaining walls are terraced, the upper wall shall be located no closer to the lower wall than one times the height of the tallest wall. Terraced walls less than 2 times the height of the lower wall shall be considered a single taller wall to account for the added dead and live loads from the upper terrace wall on the lower wall.

(Ord. No. 2011-06, § 1300.04, 8-5-2011)

Secs. 107-343—107-372. Reserved.

NATIONAL
CONCRETE MASONRY
ASSOCIATION

NCMA TEK

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785-242-2177
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If you have questions about specific products or services we provide, please don't hesitate to contact us.

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FAQ 07-14

What height restrictions should I be aware of with segmental retaining wall construction?

Segmental Retaining Wall Height

The height of a segmental retaining wall is measured from the top of the leveling pad to the top of the uppermost SRW unit (not including the cap). This includes the bottom portion of the wall that extends below the finished grade. The following discussion provides general guidance and recommendations to consider when planning a SRW project. As always, consult with a qualified SRW designer for project- specific considerations.

Maximum Segmental Retaining Wall Height

1) **Gravity Walls** – The height of unreinforced segmental retaining walls (gravity walls) depends on the SRW unit depth (front to back), weight of the individual unit, face batter, soil properties, and loading conditions. Unreinforced SRWs typically can be built up to 3 to 4 ft (1.0 – 1.2 m) high, or less if poor soil conditions or surcharges loads are present. When the maximum height of the gravity SRW system is not sufficient, the design engineer should consider using a reinforced structure and incorporate geosynthetics.
2) **Reinforced Walls** – Reinforced segmental retaining walls have no theoretical maximum height when properly designed. Reinforced SRWs in excess of 50 ft (15.2 m) have become more common and terraced and single-height retaining walls in excess of this height have also been constructed.

When to Engineer SRW Projects

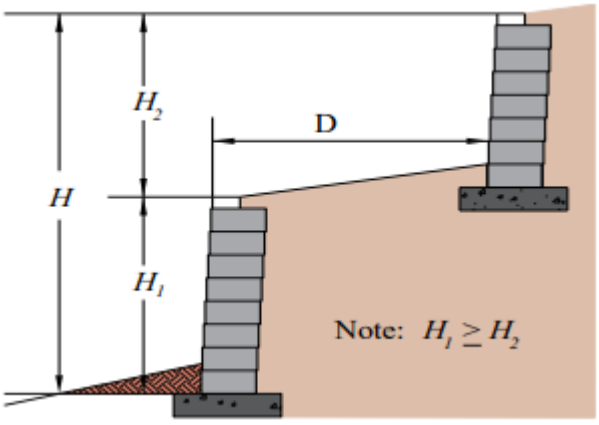
Segmental retaining walls fall under the requirement of the International Building Code,

Section 105.2, which requires a building permit for earth retaining structures which are over 4 ft (1.2 m) in total height. Building permits may be required for shorter walls if they support a surcharge load. In addition, local building codes may require a design prepared by a design professional. Where there is no specific requirement, NCMA recommends the following guidelines:

Design Method	Wall Height	Allowable Soil & Foundation Conditions	Recommended Engineering Required
Method 1: Non-engineered	Less than or equal to 4 ft (1.2 m) from leveling pad to top of wall	Sand/gravel, silty sands, silt/lean clays	Use design chart provided by SRW system provider.
Method 2: Engineered	Greater than 4 ft (1.2 m) from leveling pad to top of wall	Sand/gravel, silty sands, silt/lean clays	Have the design section reviewed/prepared by a registered professional.

Terraced (Tiered) SRW Walls

Terraced or tiered retaining walls consist of two or more walls whereby the upper wall is set back from the underlying wall. As a rule of thumb, the minimum distance between segmental retaining wall terraces (D) for each wall to act independently must be at least equal to twice the height of the lower wall (D > 2H1). When the terraces do not meet this condition, the design analysis models the structure as a single taller wall to account for the added dead and live loads from the upper terrace wall on the lower wall(s). As with all designs, global stability must be checked in the design process.



Designing Tiered Retaining Walls

ALLAN BLOCK
allanblock.com

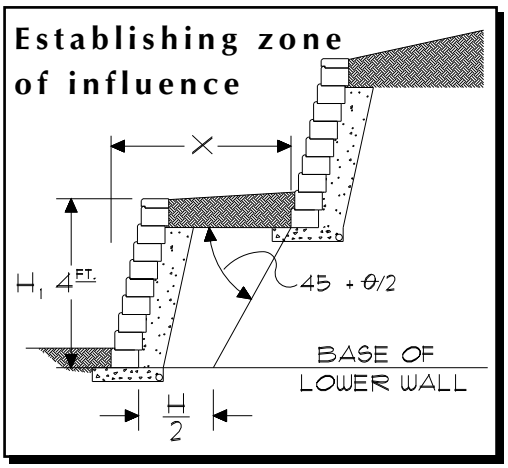


The need for tiered retaining walls is a common place occurrence. The reasons vary from:

1. **Aesthetics** - A single retaining wall 15 ft (4.6 m) high may be too overpowering for the setting of your wall. In this situation breaking the wall into three - 5 ft. (1.5 m) tall walls, or four - 4 ft. (1.2 m) tall walls can be designed to include terraces providing planting areas to break up the mass of designing around a grade change of 15 ft (4.6 m).
2. **Safety** - Depending on the setting of your wall project, designing with a single wall to handle the elevation changes may be prohibited by local safety ordinances. Fences placed at the bottom and top a tall wall structure to keep pedestrians away from the wall may produce a situation undesirable to the owner and outside of the scope of the overall project.
3. **Economics** - In order to construct a tall wall you normally are faced with additional excavation that was not accounted for in the original budget. Site constraints may offer more than enough area to break up the walls into smaller gravity wall that more closely conform to the existing landscape and will not require additional excavation for reinforcement.

Regardless of the driving force for why tiered walls are required, what items must be addressed to ensure that the final product will perform as desired? As a general rule, we have written that the required distance between two walls for them to act independently must be greater than or equal to twice the height of the lower wall. This approach is very conservative and will afford the designer or wall builder with an assurance that the walls will stand by themselves and have no impact on adjacent walls.

Many situations will not allow for terraced walls to be constructed with distances that exceed this general rule. A more detailed approach can be utilized to determine how close walls can be built to each other and not affect each other. Small terraced wall projects, each wall is less than 5 ft (1.5 m) with no more than two walls and a level slope below the bottom wall, may be analyzed to determine if the load from the upper wall will influence the stability of the lower wall. By drawing a line from the base of the upper wall at an angle equal to 45+Ø/2 toward the base of the lower wall you can visualize if the surcharge load from the upper wall will affect the lower wall. If the load path falls outside of a distance which is greater than fifty percent of the lower wall height (H1/2), as measured from the base of the lower wall at grade, you can safely assume that the upper terraced wall falls outside of the *zone of influence* for the lower wall.

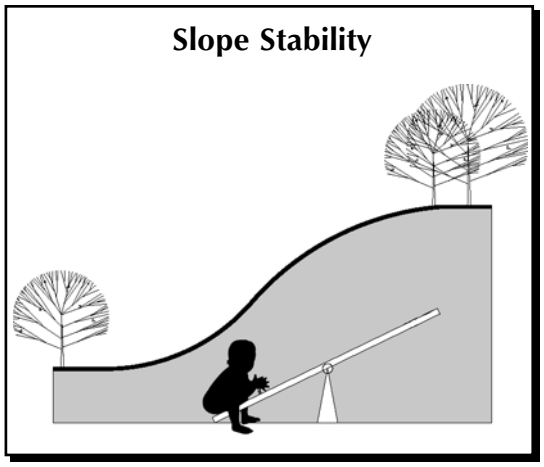


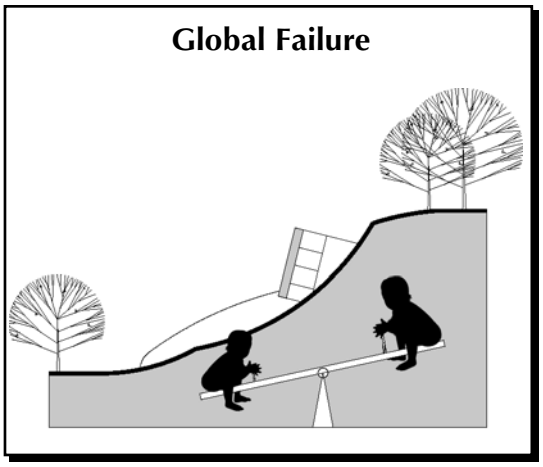
Many terraced walls have more than two terraces and potentially much larger individual walls. Additionally we will be presented with extensive slopes above and below walls that seem to run as far as the eye can see. These applications require a more comprehensive review, that includes a global stability analysis.

Global Stability & Tiered Retaining Walls

A global stability analysis is generally not included in standard design software, but without question, becomes essential.

Global stability is the ability of the entire earth mass to retain its shape, not just the wall. It is quite common during extremely wet conditions, such as those that have been experienced during the most recent El Nino, for hills that have stood for ages to come sliding down. The slopes of these failed hillsides existed in a state that was greater than the friction angle of the soil that made up the hillsides. The obvious question is why did these slopes not fail before now, and what held them together for all these years. In addition to shear strength some soils have another characteristic or property that gives the appearance that a soil mass is stronger and more stable than it really is. This property is called cohesion and describes the ability of a material to stick together.





Cohesion is typically found in clay soils and provides most people not intimately familiar with soil a sense of false security. This sense of security and apparent strength is greatly reduced when the soil becomes saturated as evidenced by the numerous landslides attributed to the heavy rains of the past year. To provide a very safe design it is customary to assume that no cohesion exists for the purpose of internal and external analysis while, a small amount of cohesion is utilized in most global stability analysis.

Typical Soil Properties

Soil Groups	Cohesion Compacted	Cohesion Saturated	Soil Friction Angle
Clean Gravel-Sand Mix	0	0	36°
Sand-Silt Clay Mix	1050 PSF (50 KPA)	300 PSF (14 KPA)	32°
Inorganic Clays	1800 PSF (86 KPA)	270 PSF (13 KPA)	27°

Now you may be wondering how this all ties into our discussion of tiered retaining walls. When tiered walls fall outside of the conditions outlined previously, there is a great likelihood that global stability will play a factor in the overall design. By introducing retaining walls on a hillside we have adjusted the natural balance of what may have stood for years. This change in balance must be evaluated to check the overall stability of the hillside. Refer your project to a qualified local geotechnical engineer or contact the Allan Block Engineering Dept. for help on your project. There are many software programs on the market that are quite helpful in analyzing the overall stability of your project. These programs will allow the designer to determine the location of the potential failure surface and allow you to determine if this becomes the controlling feature in your design. If you see more retaining wall work in the future of your firm you may want to invest in a program now to become familiar with it in advance of your next big project. Again contact the Allan Block Engineering department for a complete list of what programs are available and what level would be appropriate for your level of involvement.

allanblock.com

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BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR

MEETING DATE: January 22, 2024

AGENDA ITEM: Ordinance

ITEM TITLE: AMENDING SECTION 107-342 RETAINING WALL PLACEMENT OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY CERTAIN REQUIREMENTS REGARDING RETAINING WALL SETBACKS FROM PROPERTY LINES AND REGARDING TERRACED RETAINING WALLS, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

SUBMITTED BY: Taylor Robertson, MPA | Planning Manager | Community Development Services

SUMMARY: The purpose of this ordinance revision is to make two minor changes to Section 107-342 in order to achieve the following:

- permit retaining walls closer to the front property line with the intent to allow for gradual walls and thus, **safer vehicular (and even pedestrian) access** from the public right-of-way to single-family residences; and
- codify common, best practices for terraced walls with the intent to create safer situations with enforcement of the wall ordinance in cases terraced walls are needed for future residents of new builds and future/existing adjacent residents to the terraced walls.

Section 107-342(e)(2) currently requires all retaining walls taller than 2.5', including those supporting driveway fill, to stay a minimum of 7.5' away from the front property line. Due to the new driveway grade requirements, applicants are proposing more fill and thus, more walls to stabilize that fill to support their flatter driveways. Staff hopes that allowing retaining walls taller than 2.5' up to the front property line will not only allow more gradual walls and safer access to homes from the public street, but also alleviate some review and permitting restraints currently on review staff and the applicants.

Section 107-342(g) currently does NOT require the common, best practice terracing requirement for height consideration. Due to enforcement issues during review and to achieve safer walls, staff is proposing to codify the best practice so that walls distanced less than two times the height of the lowest wall shall be considered as ONE wall to account for items such as the added dead and live loads, placement/setback, issues, engineering design, and more.

As written, it is difficult for staff to enforce basic wall requirements within our code due to the gray area that currently exists. Currently, builders are constructing without permits two walls that are 2.5' tall with less-safe distances between the walls, structures, and property lines/easements.

Which is resulting in overall height of 5’ tall walls within easements and setbacks which is causing concern from staff for the structure, property line/adjacent properties, and utility/drainage access within those easements. Since our code does not currently stipulate that they must be considered one wall, builders are insisting they are two separate walls that are 2.5’ which does now allow staff oversight. There are other instances where two or more walls 4’ or less are being built which is creating over all heights of 8’ or less without proper engineer design due to the same point above. Applicants are noting that they are two separate walls of 4’ or less so they do not require engineer design. Again, this highly concerns staff as any retainment of 4’ or more of fill should be properly engineered by a licensed, Professional Engineer. Staff is proposing to codify this best practice to ensure walls are being safely designed and built.

To conclude, Staff’s overall intent with these minor revisions is to provide safer practices and products for driveway and terraced retaining walls and to relieve certain restraints for review staff and applicants in regard to walls supporting access drives.

As required by State Statute ACA 14-56-422, a publicly-noticed public hearing was held before the Planning Commission on Monday, December 11, 2023. **No public comments were received** from the time of public noticing via Legal Ad (Wednesday, November 22, 2023) and School Board Notification to the end of the public hearing on December 11th. Planning Commission recommended approval to City Council with a 7-0 roll call vote.

ATTACHMENT: Ordinance ☒ Resolution ☐ Other ☐

RECOMMENDATION: Planning Commission and Staff recommends approval of this ordinance.

ACTION REQUESTED: Motion to adopt ☒

CITY OF BELLA VISTA
COMMUNITY DEVELOPMENT SERVICES DEPT.
616 W. Lancashire Blvd.
Bella Vista, AR 72715
Phone: (479) 268-4980

MEMO

January 8, 2024

To: Taylor Robertson, MPA, Planning Manager, Community Development Services

From: Christopher Brackett, P.E., City Engineer, Community Development Services

RE: Amending Section 107-342

I agree with proposed changes to Sec. 107-342 Retaining wall placement. Allowing retaining walls up to the font property lines allows the property owners to have an easier time grading their driveway without having a negative impact on the right-of-way. If these walls start at the right-of-way elevation add the fill or cut slope is the max 3:1, the walls will only be 2'-4" tall at the 7.5' setback. They will be smaller than what requires a permit from this ordinance. I can't think of a reason not to allow these walls in the front setback.

Thank you

Christopher Brackett, P.E.

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE FINAL PLAT OF THE GORDON HOLLOW SUBDIVISION, AND ACCEPTING PUBLIC RIGHTS-OF-WAY DEDICATED THEREIN

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 approves the final plat of the Gordon Hollow Subdivision which is hereby incorporated into this Ordinance and attached hereto, and accepts the public rights-of-way dedicated therein. Streets indicated on the plat shall be deemed residential for purposes of the Master Street Plan.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

ATTEST:

_____
City Clerk Wanda Krug

Requested by Mayor Flynn
Prepared by Jason Kelley, Staff Attorney

BELLA VISTA
A place to call home

Meeting Information:
2483 Forest Hills Blvd
December 13, 2023 at 4:30 pm

Reviewer:
Taylor Robertson, MPA
Planning Manager

Project Number	FPL 52148
Applicant	Cooper Communities, Inc.
Address/Location	Gordon Hollow Rd & Scotsdale Dr
Current Zoning	R-1 Single Family Residential
Site Area	Approximately 23 acres
Nature of Request	Creating a new residential subdivision known as Gordon Hollow



Zoning Map



Future Land Use Plan (Comp 2040)

Property Description
This property is located in the northcentral area of Bella Vista, adjacent to City Limits. This proposal is located on Parcel #16-23479-000.

Regulation
Sec. 107-101 sets the requirement that Final Plats are recommended by Planning Commission and formally approved by City Council.

Request
The applicant is requesting to finalize the plat known as Gordon Hollow and create 13 new R-1 Single Family Residential Lots.

Background
This request is the Gordon Hollow final plat to the approved Gordon Hollow preliminary plat (PPL 41063) from February of 2021. In 2022, the Planning Commission provided a one-year extension to finish building the infrastructure which extended the PPL life to March of 2024. This subdivision plat will create 13 R-1 Single Family Residential lots, dedicate one new area of publicly accessible common property, dedicate public drainage and utility easements, and a small portion of needed right-of-way for Gordon Hollow. No new streets were built as a part of this proposal. However, Gordon Hollow was widened two feet total and drainage improvements were made for existing city cross culverts. Staff only has minor comments remaining (attached).

Public Comment
None at the time of this report.

Staff Notes
Staff plans to bring forward a proposal to rezone the newly platted common property to P-1 Conservation following this plat approval.

Recommendation
Staff is recommending approval at the time of this report.

Sec. 107-101 Final Plat Review and Approval

Planning commission action. The planning commission shall approve or disapprove the final plat within 60 days of receipt of the application; otherwise said final plat shall be deemed to have been approved. Disapproval of the plat shall be transmitted to the owner/developer with the reasons therefor within a reasonable time (not to exceed two weeks) after the meeting at which the plat was disapproved. Approval of the final plat by the planning commission shall not constitute the acceptance by the public of the dedication of any streets or other public ways or grounds.

City council action. City council approval of the final plat shall provide for the acceptance of right-of-way dedications.

Sec. 107-102 Final Plat Inspections

Inspections required. All projects shall be constructed according to the plans and specifications reviewed and approved by the city. Inspections shall be made periodically by the city in accordance with other applicable ordinances. The city, or its designated agents, may inspect those facilities, improvements and installations for conformance with plans and specifications. Any improvements where post installation inspections methods cannot ascertain whether proper methods or materials were employed may have resident on-site inspection during installation at the sole cost of the developer.

Defects and deficiencies. If such inspection reveals that there are any defects or deficiencies in such improvements as installed or that improvements differ from the final engineering plans and specifications accepted by the city, the mayor or his designee shall notify the owner/developer and his engineer-of-record in writing of such defects, deficiencies, and deviations. The owner/developer shall, at his expense, correct such defects or deviations prior to final plat approval. When such deficiencies have been corrected, the engineer-of-record shall notify the mayor or his designee in writing that improvements are again ready and a final inspection shall be conducted.

Sec. 107-102 Final Plat Recording

Owner/developer responsibility. Upon approval of the final plat and acceptance of the public dedications by the city council, the owner/developer shall record the final plat at the office of the county circuit clerk **no later than ten days of the final plat approval.**

Copies of plat to be provided. After recording the plat, the owner/developer shall **provide two copies of the plat** for the files of the planning commission and the mayor or his designee.

Application Information:
FPL-2023-52148 *2nd submittal received 11/21/23*
Reviewer:
Taylor Robertson, MPA *comments provided 11/27/23*
Planning Manager **3rd** *submittal due* 12:00 pm 12/5/23

- Article IV. Final Plat Acknowledgements
  - An application for final plat approval may be submitted for planning commission approval when one of the following requirements is met:
  - (1) Improvements complete. The final plat of the proposed subdivision or an approved phase may be submitted to the planning commission for final approval at the time of completion of improvements shown on the preliminary plat.
  - a. Certificate of completion. The owner/developer's engineer-of-record submits a statement certifying that all improvements and installations to the subdivision required for its approval under the terms of these regulations have been made, added, or installed in accordance with city specifications.
  - b. Final inspection. The mayor or his designee conducts and certifies a final inspection.
  - (2) Improvements substantially complete. When the subdivision is substantially complete, as provided for in section 107-105, and owner/developer guarantees completion of the remaining items, as provided for in section 107-106, in accordance with section 107-39, the final plat may be submitted for final approval.
  - When the requirements of these regulations have been satisfied and while the preliminary plat approval is in effect, the owner/developer shall submit to the planning commission an application for review and approval of the final plat pursuant to the city development calendar which shall consist of:
  - (1) Application. A completed application requesting review and approval of the final plat.
  - (2) Plat. The final plat in the number of prints as indicated on the application form, with all items required for a final plat as provided for in article VIII of this chapter, and other documents as specified in the application.
  - (3)Fee. Payment of the filing fee as specified in final plat application or schedule of fees.
  - (4)Digital copy. The owner/developer must submit with an application for final plat approval, the proposed final plat in digital form with all information in AutoCAD (DWG) format on CD. Information shall include property boundary, lot lines, easements, building setbacks, rights-of-way, street widths, pre-addresses, street names, arc radius, arc distance, and any other information that the planning commission may require. Line and curve data shall have bearing and distance chords. Questions concerning this requirement may be directed to the planning department or mayor or his designee.
  - (5)Donated assets. Approved estimate of donated assets, broken down by improvement type (streets, water, electric, sewer, drainage, and sidewalks), as prepared by the engineer-of-record and approved by the city engineer, or mayor or his designee.
  - Prior to planning commission.
  - (a)Maintenance assurance. The owner/developer shall submit a financial instrument that assures maintenance of the donated assets in accordance with the requirements in section 107-40 no later than 12:00 noon the Friday before the planning commission meeting at which the final plat will be reviewed.
  - (b)Guarantee of improvements. If improvements are substantially complete, the owner/developer shall submit a financial instrument in accordance with the requirements set

forth in section 107-39 no later than 12:00 noon the Friday before the planning commission meeting at which the final plat will be reviewed.
    - Review and approval.
    - (a) Planning commission action. The planning commission shall approve or disapprove the final plat within 60 days of receipt of the application; otherwise said final plat shall be deemed to have been approved. Disapproval of the plat shall be transmitted to the owner/developer with the reasons therefor within a reasonable time (not to exceed two weeks) after the meeting at which the plat was disapproved. Approval of the final plat by the planning commission shall not constitute the acceptance by the public of the dedication of any streets or other public ways or grounds.
    - (b) City council action. City council approval of the final plat shall provide for the acceptance of right-of-way dedications.
    - Inspections.
    - (a)Inspections required. All projects shall be constructed according to the plans and specifications reviewed and approved by the city. Inspections shall be made periodically by the city in accordance with other applicable ordinances. The city, or its designated agents, may inspect those facilities, improvements and installations for conformance with plans and specifications. Any improvements where post installation inspections methods cannot ascertain whether proper methods or materials were employed may have resident on-site inspection during installation at the sole cost of the developer.
    - (b)Defects and deficiencies. If such inspection reveals that there are any defects or deficiencies in such improvements as installed or that improvements differ from the final engineering plans and specifications accepted by the city, the mayor or his designee shall notify the owner/developer and his engineer-of-record in writing of such defects, deficiencies, and deviations. The owner/developer shall, at his expense, correct such defects or deviations prior to final plat approval. When such deficiencies have been corrected, the engineer-of-record shall notify the mayor or his designee in writing that improvements are again ready and a final inspection shall be conducted.
    - Recording.
    - (a)Owner/developer responsibility. Upon approval of the final plat and acceptance of the public dedications by the city council, the owner/developer shall record the final plat at the office of the county circuit clerk **no later than ten days of the final plat approval.**
    - (b)Copies of plat to be provided. After recording the plat, the owner/developer shall provide two copies of the plat for the files of the planning commission and the mayor or his designee.
- Sec. 107-225 Plat/Plan Requirements (Listed Here):
    - Provide all of the following plan requirements labeled #1-#63 in Code in order to be considered for the Planning Commission Work Session agenda:
        - #7: *the seal needs signed*. **This a requirement at the time of final plat. Or you can ask that PC waive you of it in writing for the regular meeting with your 3rd submission. MET.**
        - #35: confirm grades are shown for Scotsdale and Gordon Hollow. **The 2nd submittal still does not show grades. MET.**
- Chapter 107 Compliance
    - Article IX. Design Standard Comments
        - *Add the 10′ planting easement along Scotsdale on Lot 1 per 107-149f7.* **This can be after the 7.5′ utility/drainage easement so help minimize the amount of area dedicated to an easement rather than after the 15′ BSB. Up to you—both meet the minimum requirements. MET.**

- Provide the following per 107-250k4: a certificate or letter from the county health department shall be presented showing **the results of soil morphology or percolation tests for septic tanks** and **a statement as to the ability of soil to absorb water**. The statement **must set out that septic tanks meet the requirements** of the state health department. **Still confirming that the provided meets. MET.**

December 5, 2023

Bella Vista Community Development Services Department – Planning Division
ATTN: Taylor Robertson, Planning Manager
616 W. Lancashire Blvd
Bella Vista, AR, 72715
479-268-4980

Project Number: FPL-2023-52148
Project Name: Final Plat of Gordon Hollow Subdivision

Dear Taylor Robertson,

In response to the 2nd submittal comments provided:

Sec. 107-101 Final Plat Review and Approval
Acknowledged.

Sec. 107-102 Final Plat Inspections
Acknowledged.

Sec. 107-102 Final Plat Recording
Acknowledged.

Article IV. Final Plat Acknowledgements
Acknowledged.

Sec. 107-225 Plat/Plan Requirements
o Provide all of the following plan requirements labeled #1-#63 in Code in order to be considered for the Planning Commission Work Session agenda:
▪ #7: the seal needs signed. This is a requirement at the time of final plat. Or you can ask that PC waive you of it in writing for the regular meeting with your 3rd submission.
The seal is signed on the plat included with this 3rd submittal.
▪ #35: confirm grades are shown for Scotsdale and Gordon Hollow. The 2nd submittal still does not show grades.
The record drawings included with this 3rd submittal now show centerline profiles with grades for Scotsdale and Gordon Hollow.

Chapter 107 Compliance
o Article IX. Design Standard Comments
▪ Add the 10' planting easement along Scotsdale on Lot 1 per 107-149f7. This can be after the

7.5’ utility/drainage easement so help minimize the amount of area dedicated to an easement rather than after the 15’ BSB. Up to you—both meet the minimum requirements.
We have shifted the 10’ planting screen easement (PSE) to after 7.5’ utility/drainage easement.
▪ Provide the following per 107-250k4: a certificate or letter from the county health department shall be presented showing the results of soil morphology or percolation tests for septic tanks and a statement as to the ability of soil to absorb water. The statement must set out that septic tanks meet the requirements of the state health department. Still confirming that the provided meets.
In an email on 11/28/23, it was confirmed that the information we provided meets the intent of that code requirement.

The above responses address the comments from your review. Please contact us with any questions or concerns. Thank you for your assistance in this review process.

Sincerely,

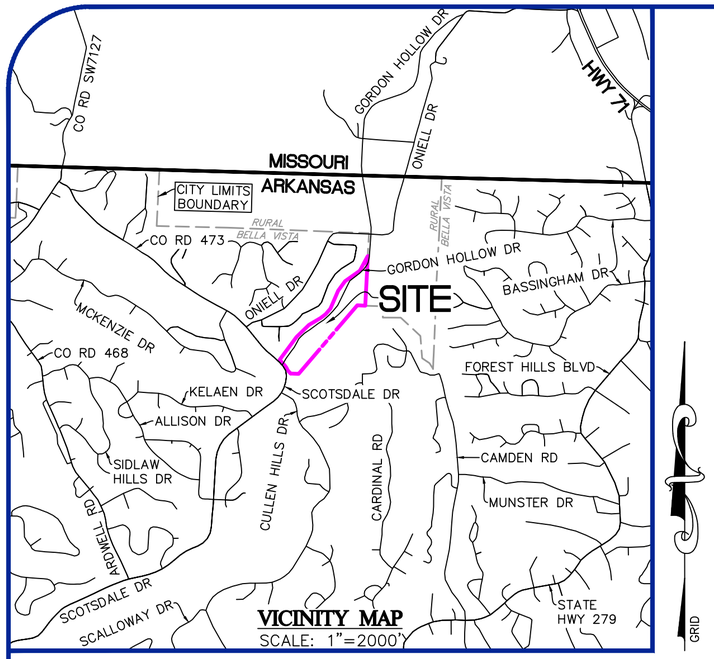
Kevin Michael, PS
Project Surveyor

FINAL PLAT OF GORDON HOLLOW SUBDIVISION CREATING LOTS 1 - 13 OF BLOCK 1 AND COMMON PROPERTY

PARTS OF THE SW1/4 SE1/4, THE NW1/4 SE1/4, AND THE SE1/4 SW1/4, SECTION 17, TOWNSHIP 21 NORTH, RANGE 31 WEST BELLA VISTA, BENTON COUNTY, ARKANSAS

OWNER:
COOPER COMMUNITIES, INC.
903 N 47TH STREET
ROGERS, AR 72756
P: (479) 246-6500

SURVEYOR:
ANDERSON ENGINEERING, INC.
5311 W VILLAGE PKWY
ROGERS, AR 72758
P: (479) 286-8181



NOTES

1. THIS PLAT REPRESENTS A FINAL PLAT OF GORDON HOLLOW SUBDIVISION TO THE CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS. THE TOTAL NUMBER OF LOTS IS 13, NOT INCLUDING COMMON PROPERTY.
2. THE PARENT TRACT IS LOCATED WITHIN THE CITY LIMITS OF BELLA VISTA. THE PARENT TRACT IS SHOWN AS RESERVED PROPERTIES ON THE RECORD PLAT OF ONIELL SUBDIVISION – BLOCKS 1 THRU 4, RECORDED AT PLAT BOOK S7, PAGE 223 (ONIELL_SUB_B) IN THE LAND RECORDS OF BENTON COUNTY; HOWEVER, SAID RESERVED PROPERTIES ARE NOT A PART OF SAID PLAT PER NOTE 4 OF SAID PLAT.
3. SOURCE OF TITLE: DEED BOOK 623, PAGE 146
4. THIS SURVEY MEETS THE 2020 "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS", WHICH IS ALSO KNOWN AS "STANDARDS OF PRACTICE NO. 1".
5. BASIS OF BEARINGS: GRID NORTH OF THE ARKANSAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH ZONE ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000).
6. BASIS OF ELEVATIONS: NAVD88 (GEOID18) ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000). SITE BENCHMARK IS A 5/8-INCH REBAR WITH A CONTROL CAP LOCATED SOUTHWEST OF THE PARENT TRACT, ON THE SOUTHWEST SIDE OF SCOTSDALE DR; MORE SPECIFICALLY AT: N: 792630.91', E: 636575.93', EL: 1003.47'.
7. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
8. A TITLE COMMITMENT OR TITLE REPORT WAS NOT PROVIDED TO THE SURVEYOR. ALL KNOWN EXISTING EASEMENTS AFFECTING THE PARENT TRACT ARE SHOWN HEREON. AN EXISTING 30-FOOT ELECTRIC EASEMENT IN FAVOR OF CARROLL ELECTRIC, BEING 15 FEET ON EITHER SIDE OF AN OVERHEAD ELECTRIC LINE BETWEEN LOTS 2 AND 3, WAS RELEASED PER INSTRUMENT NUMBER L202360644, AND SAID OVERHEAD ELECTRIC LINE WAS PHYSICALLY REMOVED.
9. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
10. WETLANDS MAY EXIST UPON THE PARENT TRACT. SURVEYOR IS UNAWARE OF ANY PROGRESS TOWARDS OR COMPLETION OF A U.S. ARMY CORPS OF ENGINEERS WETLANDS DETERMINATION. A WETLANDS ASSESSMENT MAY BE REQUIRED PRIOR TO CONSTRUCTION.
11. PER THE CITY OF BELLA VISTA'S MASTER STREET PLAN, GORDON HOLLOW DR IS A COLLECTOR WITH A MINIMUM RIGHT OF WAY OF 60 FEET, AND THE ADJACENT SECTION OF SCOTSDALE DR IS A SUB-COLLECTOR WITH A MINIMUM RIGHT OF WAY OF 50 FEET.
12. AT THE TIME OF SURVEY, SURVEYOR FOUND NO EXISTING STRUCTURES, WATER WELLS, SUMPS, CESSPOOLS, SPRINGS, WATER IMPOUNDMENTS, OR UNDERGROUND STRUCTURES UPON THE PARENT TRACT. EXISTING UTILITIES ARE SHOWN HEREON.
13. SURVEYOR IS UNAWARE OF ANY PREVIOUS OVERFLOW PROBLEMS OF SEWER OR SEPTIC SYSTEMS ON-SITE OR IN THE PROXIMITY OF THE SITE.
14. RIGHTS OF WAY AND EASEMENTS ARE AS SHOWN ON THIS PLAT AND ARE DEDICATED BY THE CERTIFICATE OF OWNERSHIP.
15. ACCESS FOR ALL LOTS IS RESTRICTED TO GORDON HOLLOW DR.
16. THE ZONING CLASSIFICATION FOR ALL LOTS SHOWN HEREON IS R-1 (RESIDENTIAL, SINGLE-FAMILY DISTRICT).
17. ALL LOTS SHOWN HEREON TO BE SERVED BY INDIVIDUAL PRIVATE SEPTIC SYSTEMS. HOME BUILDER SHALL BE RESPONSIBLE FOR SEPTIC SYSTEM DESIGN AND PERMITTING.
18. EACH DEVELOPED LOT SHALL CONNECT TO AN APPROVED CENTRAL SEWER SYSTEM WHEN SANITARY SEWER SERVICE BECOMES AVAILABLE ON THE STREET IN FRONT OF THE HOUSE, OR ON THE SIDE OR REAR OF THE HOUSE, AND ARE HEREBY REQUIRED TO CONNECT TO SAID SANITARY SEWER SYSTEM FOR THE PROVISION OF SEWER SERVICE ON SAID PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR CONNECTING THEIR SEWAGE LINE TO THE SERVICE LINE PROVIDED AT THE TAP-IN POINT ON THEIR LOT OR ON THE ADJOINING LOT.
19. ON-SITE SEPTIC SYSTEMS SHALL BE INSTALLED BY THE BUILDERS OF THE IMPROVEMENTS IN ACCORDANCE WITH REGULATIONS AND IN COMPLIANCE WITH THE STANDARDS OF THE ARKANSAS STATE DEPARTMENT OF HEALTH.
20. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.
21. ALL OF THE COMMON PROPERTY SHOWN HEREON IS A PUBLIC ACCESS EASEMENT PER THIS PLAT.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, A PORTION OF THE PARENT TRACT IS IN ZONE A, A SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION (BFE), ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 05007C0060J, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 28TH, 2007. THE PORTION WITHIN ZONE A IS SHOWN HEREON. THE REMAINDER OF THE PARENT TRACT IS IN ZONE X (UNSHADED), AN AREA OF MINIMAL FLOOD HAZARD. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THESE ZONES.

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, AND EASEMENTS AS SHOWN ON SAID PLAT.

_____ _____
SIGNED DATE OF EXECUTION

_____
NAME

_____
ADDRESS

SOURCE OF TITLE: DEED BOOK 623, PAGE 146

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF _____)

ON THIS DAY BEFORE THE UNDERSIGNED, A NOTARY PUBLIC DULY QUALIFIED AND ACTING IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED

_____
SATISFACTORILY PROVEN TO BE THE PERSON(S) WHOSE NAME(S) APPEAR(S) AS THE OWNER(S) IN THE FOREGOING INSTRUMENT, AND STATED THAT HE/SHE/THEY HAS/HAVE EXECUTED THE SAME FOR THE CONSIDERATION, USES AND PURPOSES THEREIN STATED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND ON THIS _____

DAY OF _____, 20_____.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

CARROLL ELECTRIC CERTIFICATE

WE, _____ , OWNERS OF THE REAL ESTATE SHOWN

AND DESCRIBED HERE, ON THIS DATE, _____, _____, DO HEREBY DEDICATE THE PUBLIC STREETS AND EASEMENTS SHOWN UPON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE BENEFIT OF CARROLL ELECTRIC COOPERATIVE CORPORATION, A PERPETUAL EASEMENT RIGHT, PRIVILEGE, AND AUTHORITY TO ENTER UPON THE LANDS OF THE UNDERSIGNED GRANTOR, AND TO PLACE, CONSTRUCT, RECONSTRUCT, ERECT, EXCAVATE, ADD TO, RELOCATE, REBUILD, MODIFY, CHANGE OPERATIVE VOLTAGE LEVEL, REPAIR, REPLACE, PATROL, OPERATE AND MAINTAIN ON, OVER, AND UNDER THE DESCRIBED LANDS, AND IN AND UPON ALL STREETS, ROADS, HIGHWAYS, AND OTHER RIGHTS OF WAY ABUTTING SAID PREMISES, UNDERGROUND CABLES OF ONE OR MORE CIRCUITS TO SERVE AS SERVICE, DISTRIBUTION, OR TRANSMISSION LINES, OR COMBINATIONS OF ALL, TO TRANSMIT ELECTRICAL ENERGY AND COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO BURIED OR ABOVE GROUND CABLE, TRANSFORMERS, JUNCTION CABINETS, VAULTS, AND OTHER APPURTENANCES NECESSARY THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE LINES OF THE COOPERATIVE OVER THE LANDS OF THE GRANTORS FOR THE PURPOSE OF INSTALLING, REPAIRING, REPLACING, UPGRADING OR OTHERWISE ACCESSING THE ELECTRIC SYSTEM TO BE INSTALLED IN THE EASEMENT, WHICH SAID LANDS ARE DESCRIBED UNDER THE LEGAL DESCRIPTION ON THIS PLAT.
GRANTORS DO ALSO HEREBY GRANT AND CONVEY TO COOPERATIVE THE PERPETUAL RIGHT TO CLEAR AND KEEP CLEAR BY CUTTING, TRIMMING, SPRAYING, OR REMOVING BY ANY OTHER MANNER ALL BRUSH, TREES, TIMBER, AND VEGETATION WITHIN THE DEFINED EASEMENT. AND AGREE THAT NO SHRUBS, TREES, STRUCTURES, OR FENCES SHALL BE PLANTED OR CONSTRUCTED WITHIN THE SAID EASEMENT.
GRANTORS AGREE TO MAKE NO USE OF, NOR PERMIT OTHERS TO MAKE ANY USE OF SAID EASEMENT THAT WOULD REDUCE IN CLEARANCE OR IN ANY OTHER WAY INTERFERE WITH THE PROPER AND SAFE OPERATION AND OR MAINTENANCE OF THE ELECTRICAL FACILITIES

_____ _____
SIGNED DATE OF EXECUTION

PHASE TABLE

PHASE 1:	LOTS 1 - 13 (13 LOTS)
	COMMON PROPERTY

BUILDING SETBACK TABLE

FRONT	20-FT OR AS NOTED ON PLAT
REAR	15-FT OR AS NOTED ON PLAT
SIDE (INTERIOR)	7.5-FT OR AS NOTED ON PLAT
SIDE (STREET)	15-FT OR AS NOTED ON PLAT

CERTIFICATE OF ACC ACCEPTANCE

THIS DOCUMENT IS HEREBY ACCEPTED BY BELLA VISTA VILLAGE ARCHITECTURAL CONTROL COMMITTEE, INC. (BVACC, INC.).

_____ _____ _____
NAME SIGNATURE DATE

CERTIFICATE OF APPROVAL

PURSUANT TO THE CITY OF BELLA VISTA SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVALS HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

_____ _____
MAYOR DATE OF EXECUTION

CERTIFICATE OF SURVEYING ACCURACY

I, JAMES E. COLLINS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

_____ _____
JAMES E. COLLINS DATE OF EXECUTION
REGISTERED LAND SURVEYOR
STATE OF ARKANSAS REGISTRATION NO. 1337

CERTIFICATE OF AUTHORIZATION Anderson Engineering Inc. No. 335 ARKANSAS

REGISTERED STATE OF ARKANSAS NO. 1337 SIGNATURE JAMES E. COLLINS PROFESSIONAL LAND SURVEYOR

DRAFT - NOT FOR REVIEW
DRAFT - NOT FOR REVIEW

STATE PLAT CODE: 500-21N-31W-0-17-203-04-1337

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING • GIS
5311 W VILLAGE PKWY • ROGERS ARKANSAS 72758 • PHONE (479) 286-8181

DRAWING INFO.
FIELD BY: CTH
DRAWN BY: KLM
CHECK BY: JEC
DATE: 10/30/23
FIELD BOOK:
JOB NUMBER: 21R020032

NO.	DESCRIPTION	BY	DATE
1	1ST ROUND COMMENTS	KLM	11/21/23
2	2ND ROUND COMMENTS	KLM	12/04/23

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COOPER COMMUNITIES, INC.

FINAL PLAT
GORDON HOLLOW
SUBDIVISION

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

DRAWING NO.
NWA-100-0361

SHEET NUMBER
1
OF 3

NOTES CONSTITUTING A PART OF THIS PLAT AND TO BE READ IN CONNECTION WITH THE PLAT AND ALL PROPERTY REFLECTED THEREON

COOPER COMMUNITIES, INC. HEREINAFTER REFERRED TO AS DEVELOPER (FORMERLY NAMED COOPER ACQUISITION CORPORATION AND SUCCESSOR IN INTEREST TO THE PREDECESSOR COOPER COMMUNITIES INC. AND JOHN A. COOPER COMPANY BY REASON OF MERGERS, THE SAID JOHN A. COOPER COMPANY FORMERLY BEING NAMED CHEROKEE VILLAGE DEVELOPMENT COMPANY, INC.) IS THE OWNER OF ALL REAL ESTATE REFLECTED BY THIS PLAT, AND THE PLAT IS FILED FOR RECORD AND RECORDED SUBJECT TO THE FOLLOWING PROVISIONS:

1. AT 10:00 O'CLOCK A.M. ON THE 18TH DAY OF MAY, 1965, THE DEVELOPER, JOINED BY BELLA VISTA COUNTRY CLUB (NOW BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION) A NON-PROFIT CORPORATION, FILED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER IN AND FOR BENTON COUNTY, ARKANSAS, A DECLARATION WHICH DECLARATION IS THERE RECORDED IN BOOK 373, PAGE 08, ET. SEQ.

2. THIS PLAT IS FILED CONTEMPORANEOUSLY WITH THE FILING OF THE SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, EXECUTED BY THE DEVELOPER WHICH HAS THE EFFECT OF BRINGING THE LANDS REFLECTED UPON THE PLAT WITHIN THE PROVISIONS OF THE DECLARATION AFORESAID FILED FOR RECORD ON MAY 18, 1965, AFORESAID, AND LIKEWISE THE DECLARATION FILED FOR RECORD ON MAY 18, 1965 AFORESAID, IN ITS ENTIRETY IS BY REFERENCE MADE A PART OF THIS PLAT; THE PROVISIONS OF THE DECLARATION AFORESAID SHALL CONTROL AS TO THE PLAT EXCEPT ONLY AS TO THE PROVISIONS HEREIN CONTAINED.

3. ALL ROADS AND STREETS REFLECTED UPON THE PLAT ARE DEDICATED TO THE GENERAL PUBLIC, AS WELL AS TO THE OWNERS, PRESENT AND FUTURE, OF LANDS REFLECTED UPON SAID PLAT.

4. UNLESS SHOWN OTHERWISE ON THE PLAT, ALL LOTS HAVE A NON-EXCLUSIVE AND SUBORDINATE SEVEN AND ONE-HALF FOOT UTILITY AND DRAINAGE EASEMENT (RESERVED BY THE DEVELOPER) ON THE INTERIOR OF ALL LOT LINES, SUCH EASEMENTS TO BE PARALLEL WITH THE CORRESPONDING LOT LINE.

5. ALL LANDS REFLECTED UPON THE PLAT ARE ZONED AS A RESIDENTIAL LOT AND ONLY SINGLE FAMILY DETACHED STRUCTURES MAY BE BUILT AND CONSTRUCTED THEREON PURSUANT TO THE PROVISIONS, RESTRICTIONS AND PROTECTIVE COVENANTS AS CONTAINED IN THE DECLARATION AFORESAID NO SINGLE FAMILY DETACHED STRUCTURE SHALL BE CONSTRUCTED WHICH SHALL HAVE A FLOOR SPACE OF LESS AN 2,000 SQUARE FEET.

6. UTILITY AND DRAINAGE EASEMENTS ARE RESERVED BY THE DEVELOPER UPON ALL PROPERTY COVERED BY THE PLAT PURSUANT TO ARTICLE IV OF THE DECLARATION AFORESAID AND AS SPECIFICALLY DESIGNATED ON THE PLAT.

7. SETBACK LINES AS PRESCRIBED BY THE ARCHITECTURAL CONTROL COMMITTEE AND THE CITY OF BELLA VISTA SHALL CONTROL AS TO CONSTRUCTION OF ANY STRUCTURES UPON THE PROPERTIES REFLECTED THEREON, SUBJECT, HOWEVER, TO THE PROVISIONS OF THE DECLARATION AFORESAID.

8. THE COMMON PROPERTIES REFLECTED HEREON ARE INTENDED TO BE DEVOTED TO THE COMMON USE AND ENJOYMENT OF THE OWNERS OF THE LOTS REFLECTED HEREON AS WELL AS OWNERS OF ALL THE PROPERTIES AS SO DEFINED IN THE AFORESAID SUPPLEMENTAL DECLARATION AND SHALL IN NOWISE BE CONSIDERED AS DEDICATED FOR THE USE OF ANY OTHER PERSONS.

9. DEVELOPER, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVE A PERPETUAL BLANKET EASEMENT, PRIVILEGE AND RIGHT IN, UPON, OVER AND ACROSS THE COMMON PROPERTIES REFLECTED HEREON, IF ANY, 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 DEVELOPER, ITS SUCCESSORS AND ASSIGNS, PROVIDED, HOWEVER, THAT DEVELOPER, 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. DEVELOPER, 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.

DATED THIS _____ DAY OF _____ 2023.

COOPER COMMUNITIES, INC.

BY: _____
PRESIDENT

SURVEY DESCRIPTION OF COMMON PROPERTY & PUBLIC ACCESS EASEMENT

PART OF THE SW1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, AND PART OF THE SE1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION 17, S87°48'34"E 2636.07 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" AT THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH LINE, N42°24'12"W 81.87 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE NORTHEAST RIGHT OF WAY OF SCOTSDALE DR; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, 107.94 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°28'54", A RADIUS OF 287.91 FEET, AND A LONG CHORD THAT BEARS N31°35'34"W 107.31 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N42°20'20"W 125.91 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE WEST RIGHT OF WAY OF A 60-FOOT RIGHT OF WAY EASEMENT FOR GORDON HOLLOW DR, RECORDED IN BOOK 2008 AT PAGE 22163 IN THE LAND RECORDS OF BENTON COUNTY, FOR THE POINT OF BEGINNING;
THENCE ALONG SAID WEST RIGHT OF WAY, THE FOLLOWING TEN (10) COURSES:
1) N48°32'21"E 164.57 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
2) 188.85 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°08'09", A RADIUS OF 537.37 FEET, AND A LONG CHORD THAT BEARS N38°28'17"E 187.88 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
3) N28°24'12"E 166.94 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
4) 138.00 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°48'10", A RADIUS OF 295.01 FEET, AND A LONG CHORD THAT BEARS N41°48'17"E 136.75 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
5) N55°12'21"E 434.60 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
6) 510.95 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29°36'13", A RADIUS OF 988.92 FEET, AND A LONG CHORD THAT BEARS N40°24'14"E 505.29 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
7) N25°36'08"E 295.30 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
8) 171.89 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°33'32", A RADIUS OF 370.83 FEET, AND A LONG CHORD THAT BEARS N38°52'53"E 170.36 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337";
9) N52°09'38"E 156.04 FEE TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"T;
10) 371.20 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43°48'03", A RADIUS OF 485.57 FEET, AND A LONG CHORD THAT BEARS N30°15'36"E 362.23 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE EAST LINE OF AFORESAID NW1/4 OF THE SE1/4;

THENCE S34°21'31"W 20.34 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S28°01'04"W 291.96 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S54°46'00"W 337.94 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S35°56'35"W 219.83 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S23°24'58"W 365.03 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S40°47'50"W 134.71 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S52°26'34"W 114.81 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S59°21'13"W 256.91 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S45°53'34"W 321.77 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S36°29'20"W 529.48 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE NORTHEAST RIGHT OF WAY OF SCOTSDALE DR; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, S42°20'20"E 13.70 FEET TO THE POINT OF BEGINNING, CONTAINING 106,632.3 SQUARE FEET OR 2.45 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION OF RIGHT OF WAY DEDICATION FOR GORDON HOLLOW DR

PART OF THE SE1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION 17, S87°48'34"E 2636.07 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" AT THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH LINE, N42°24'12"W 81.87 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE NORTHEAST RIGHT OF WAY OF SCOTSDALE DR; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, 107.94 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°28'54", A RADIUS OF 287.91 FEET, AND A LONG CHORD THAT BEARS N31°35'34"W 107.31 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, N42°20'20"W 11.74 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337", FOR THE POINT OF BEGINNING;
THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY, N32°43'16"E 153.92 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE N32°43'16"E 47.78 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE EAST RIGHT OF WAY OF A 60-FOOT RIGHT OF WAY EASEMENT FOR GORDON HOLLOW DR, RECORDED IN BOOK 2008 AT PAGE 22163 IN THE LAND RECORDS OF BENTON COUNTY; THENCE ALONG SAID EAST RIGHT OF WAY, 31.26 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°59'52", A RADIUS OF 597.37 FEET, AND A LONG CHORD THAT BEARS S47°02'26"W 31.25 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY, S48°32'21"W 163.66 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE AFORESAID NORTHEAST RIGHT OF WAY OF SCOTSDALE DR; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, S42°20'20"E 54.17 FEET TO THE POINT OF BEGINNING, CONTAINING 5,207.5 SQUARE FEET OR 0.12 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION OF PARENT TRACT

PART OF THE SW1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, AND PART OF THE SE1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION 17, S87°48'34"E 2636.07 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" AT THE SOUTH 1/4 CORNER OF SAID SECTION 17, FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, S87°36'51"E 148.50 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID SOUTH LINE, N40°34'32"E 1682.05 FEET TO A FOUND 1/2-INCH REBAR ON THE NORTH LINE OF AFORESAID SW1/4 OF THE SE1/4; THENCE ALONG SAID NORTH LINE, S86°44'44"E 147.80 FEET TO A FOUND 1/2-INCH REBAR AT THE NORTHEAST CORNER OF SAID SW1/4 OF THE SE1/4; THENCE ALONG THE EAST LINE OF AFORESAID NW1/4 OF THE SE1/4, N03°02'27"E 928.35 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID EAST LINE, S34°21'31"W 20.34 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S28°01'04"W 291.96 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S54°46'00"W 337.94 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S35°56'35"W 219.83 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S23°24'58"W 365.03 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S40°47'50"W 134.71 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S52°26'34"W 114.81 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S59°21'13"W 256.91 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S45°53'34"W 321.77 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S36°29'20"W 529.48 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE NORTHEAST RIGHT OF WAY OF SCOTSDALE DR; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, S42°20'20"E 139.62 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, 107.94 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21°28'54", A RADIUS OF 287.91 FEET, AND A LONG CHORD THAT BEARS S31°35'34"E 107.31 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY, S42°24'12"E 81.87 FEET TO THE POINT OF BEGINNING, CONTAINING 970,622 SQUARE FEET OR 22.28 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF GORDON HOLLOW DRIVE, AND SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

ADDRESSING PLAN

LOT NUMBER	ADDRESS
1	2 GORDON HOLLOW DR
2	4 GORDON HOLLOW DR
3	6 GORDON HOLLOW DR
4	8 GORDON HOLLOW DR
5	10 GORDON HOLLOW DR
6	12 GORDON HOLLOW DR
7	14 GORDON HOLLOW DR
8	16 GORDON HOLLOW DR
9	18 GORDON HOLLOW DR
10	20 GORDON HOLLOW DR
11	22 GORDON HOLLOW DR
12	24 GORDON HOLLOW DR
13	26 GORDON HOLLOW DR

CERTIFICATE OF AUTHORIZATION
Anderson Engineering Inc. No. 335
ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1337
SIGNATURE
JAMES E. COLLINS

DRAFT FOR REVIEW

STATE PLAT CODE: 500-21N-31W-0-17-203-04-1337

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING • GIS
5311 W VILLAGE PKWY • ROGERS ARKANSAS 72758 • PHONE (479) 286-8181

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	1ST ROUND COMMENTS	KLM	11/21/23
2	2ND ROUND COMMENTS	KLM	12/04/23

DRAWING INFO.		
FIELD BY:	CTH	
DRAWN BY:	KLM	
CHECK BY:	JEC	
DATE:	10/30/23	
FIELD BOOK:		
JOB NUMBER:	21R020032	

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COOPER COMMUNITIES, INC.

FINAL PLAT
GORDON HOLLOW SUBDIVISION

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0361

SHEET NUMBER 2 OF 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S34°21'31"W	20.34'
L2	S52°26'34"W	114.81'
L3	S42°20'20"E	139.62'
L4	S42°24'12"E	81.87'
L5	N32°43'16"E	153.92'
L6	N32°43'16"E	47.78'
L7	N28°24'13"E	125.44'
L8	N28°24'13"E	41.50'
L9	N55°12'21"E	155.76'
L10	N55°12'21"E	163.26'
L11	N55°12'21"E	115.59'
L12	N25°36'08"E	139.78'
L13	N25°36'08"E	155.52'
L14	N52°09'38"E	156.04'
L15	S52°09'38"W	156.04'
L16	S25°36'08"W	295.30'
L17	S55°12'21"W	434.60'
L18	S28°24'12"W	166.94'
L19	S48°32'21"W	164.57'
L20	S48°32'21"W	163.66'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	107.94'	287.91'	21°28'54"	S31°35'34"E	107.31'
C2	126.93'	597.37'	12°10'27"	N39°27'16"E	126.69'
C3	51.75'	597.37'	4°57'50"	N30°53'07"E	51.74'
C4	109.94'	235.01'	26°48'12"	N41°48'17"E	108.94'
C5	49.35'	1048.92'	2°41'44"	N53°51'28"E	49.35'
C6	156.90'	1048.92'	8°34'14"	N48°13'29"E	156.75'
C7	157.15'	1048.92'	8°35'02"	N39°38'51"E	157.00'
C8	157.10'	1048.92'	8°34'52"	N31°03'54"E	156.95'
C9	21.46'	1048.92'	1°10'21"	N26°11'18"E	21.46'
C10	144.08'	310.83'	26°33'28"	N38°52'53"E	142.79'
C11	204.89'	545.57'	21°31'04"	N41°24'05"E	203.69'
C12	371.20'	485.57'	43°48'03"	S30°15'36"W	362.23'
C13	171.89'	370.83'	26°33'32"	S38°52'53"W	170.36'
C14	510.95'	988.92'	29°36'13"	S40°24'14"W	505.29'
C15	138.00'	295.01'	26°48'10"	S41°48'17"W	136.75'
C16	188.85'	537.37'	20°08'09"	S38°28'17"W	187.88'
C17	31.26'	597.37'	2°59'52"	N47°02'26"E	31.25'

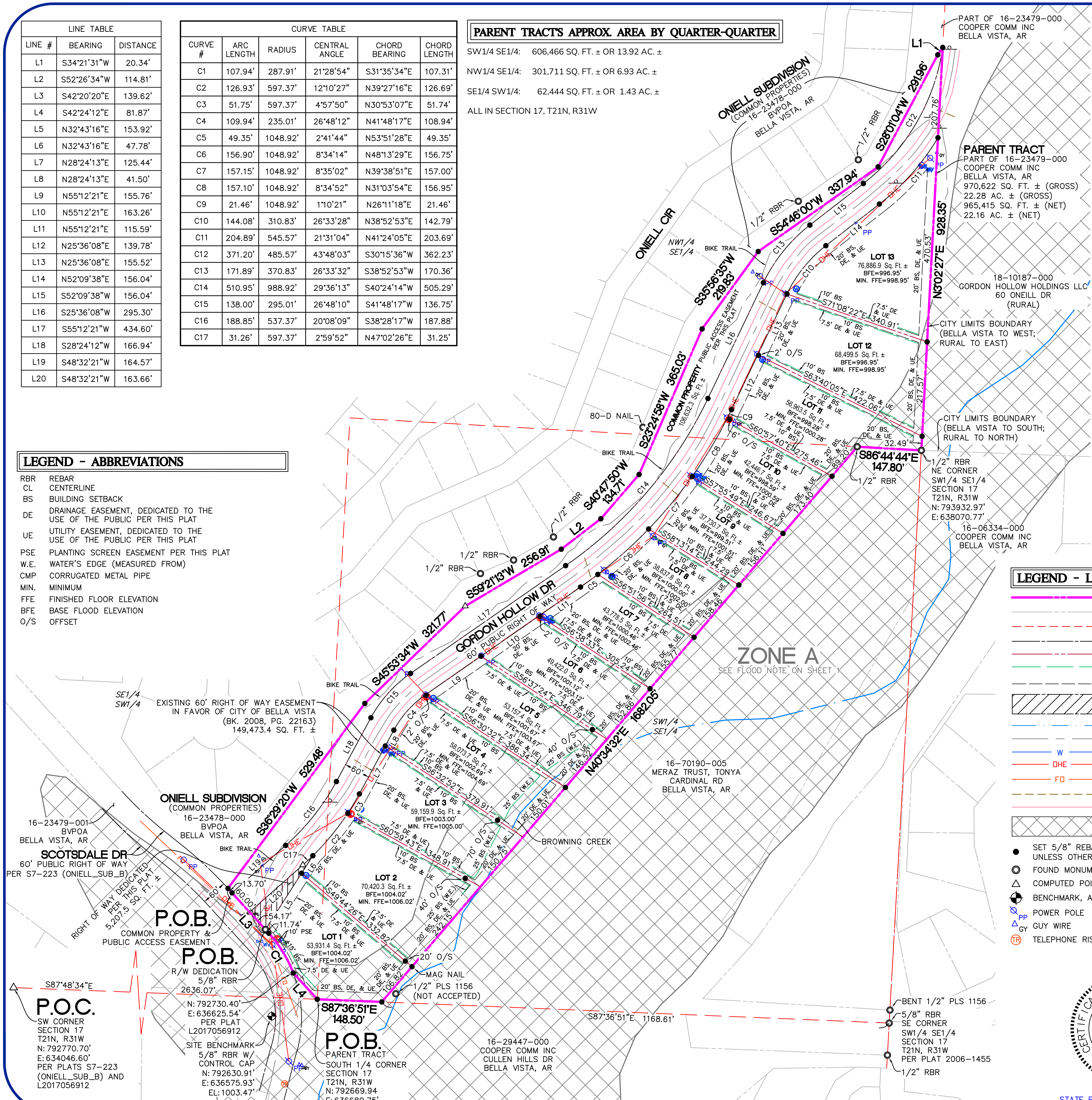
PARENT TRACT'S APPROX. AREA BY QUARTER-QUARTER

SW1/4 SE1/4: 606,466 SQ. FT. ± OR 13.92 AC. ±

NW1/4 SE1/4: 301,711 SQ. FT. ± OR 6.93 AC. ±

SE1/4 SW1/4: 62,444 SQ. FT. ± OR 1.43 AC. ±

ALL IN SECTION 17, T21N, R31W



CONVERGENCE=−1°20'16"
COMBINED SCALE FACTOR=1.000017038
COMPUTED AT THE SITE BENCHMARK
LATITUDE = N36° 29' 21.14252463"
LONGITUDE = W94° 17' 55.55516245"
ELEVATION = 1003.47'

GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

LEGEND - ABBREVIATIONS

RBR	REBAR
CL	CENTERLINE
BS	BUILDING SETBACK
DE	DRAINAGE EASEMENT, DEDICATED TO THE USE OF THE PUBLIC PER THIS PLAT
UE	UTILITY EASEMENT, DEDICATED TO THE USE OF THE PUBLIC PER THIS PLAT
PSE	PLANTING SCREEN EASEMENT PER THIS PLAT
W.E.	WATER'S EDGE (MEASURED FROM)
CMP	CORRUGATED METAL PIPE
MIN.	MINIMUM
FFE	FINISHED FLOOR ELEVATION
BFE	BASE FLOOD ELEVATION
O/S	OFFSET

LEGEND - LINES AND SYMBOLS

- PROPERTY LINE OF PARENT TRACT
- ADJOINING PROPERTY LINE
- SECTION LINE
- PUBLIC RIGHT OF WAY LINE
- LOT LINE
- BUILDING SETBACK LINE
- BUILDING SETBACK AND/OR PUBLIC EASEMENT LINE PER THIS PLAT, AS NOTED
- RIGHT OF WAY DEDICATED PER THIS PLAT
- BROWNING CREEK
- CENTERLINE
- W WATER LINE
- OHE OVERHEAD ELECTRIC LINE
- FO UNDERGROUND FIBER OPTIC LINE
- CULVERT / DRAINAGE PIPE
- EDGE OF ASPHALT
- ZONE A (FEMA SPECIAL FLOOD HAZARD AREA)
- SET 5/8" REBAR WITH CAP MARKED "PLS 1337", UNLESS OTHERWISE NOTED; OFFSET (O/S) AS NOTED
- FOUND MONUMENT, AS NOTED
- COMPUTED POINT
- BENCHMARK, AS NOTED
- PP POWER POLE
- GY GUY WIRE
- TR TELEPHONE RISER
- WV WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC METER
- SIGN
- FO FIBER OPTIC MARKER

CERTIFICATE OF AUTHORIZATION Anderson Engineering Inc. No. 335 ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF ARKANSAS NO.1337 JAMES E. COLLINS SIGNATURE

DRAFT FOR REVIEW

STATE PLAT CODE: 500-21N-31W-0-17-203-04-1337

ANDERSON ENGINEERING EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING • GIS
5311 W VILLAGE PKWY • ROGERS ARKANSAS 72758 • PHONE (479) 286-8181

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	1ST ROUND COMMENTS	KLM	11/21/23
2	2ND ROUND COMMENTS	KLM	12/04/23

DRAWING INFO.	
FIELD BY:	CTH
DRAWN BY:	KLM
CHECK BY:	JEC
DATE:	10/30/23
FIELD BOOK:	
JOB NUMBER:	21R020032

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COOPER COMMUNITIES, INC.

FINAL PLAT GORDON HOLLOW SUBDIVISION

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0361

SHEET NUMBER 3 OF 3

L202360644
BENTON CO. AR FEE $20.00
PRESENTED & E-RECORDED
11/27/2023 11:10:15 AM
BRENDA DESHIELDS
Circuit Clerk & Recorder

Recording Requested By:]
COOPER COMMUNITIES, INC.]
When Recorded Mail To:]
COOPER COMMUNITIES, INC.]
903 North 47th Street]
Rogers, AR 72756]
Attn: Gene Groseclos]

(Above space for Recorder's use)

PARTIAL RELEASE OF
UTILITY AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CARROLL ELECTRIC COOPERATIVE CORPORATION, a corporation organized under and by virtue of the laws of the State of Arkansas, (" Carroll") by its VP, duly authorized, in consideration of the sum of One Dollar, is the Grantor in this document; and

WHEREAS, on August 18, 1946, Carroll received a right of way easement from A.M. Browning regarding a utility easement on and over the SE pt. NW SE and E pt SW SE Section 17, Twp. 21 N, Range 31 W containing 97 ½ acres more or less; and

WHEREAS, Cooper Communities, Inc. ('Grantee") is preparing to file the Final Plat of Gordon Hollow Subdivision, City of Bella Vista, Benton County, Arkansas drawn by Anderson Engineering and surveyed by James E. Collins dated 10/30/23 in the records in the office of the Circuit Court Clerk and Ex-Officio Recorder of Benton County, Arkansas ("Final Plat"); and

WHEREAS, under the aforementioned Final Plat, Carroll has retained a utility easement over a portion of the property reflected on that Final Plat between Lot 2 and Lot 3 of said Final Plat; and

WHEREAS, Carroll and Cooper Communities, Inc. have agreed that easement between said Lot 2 and Lot 3 on the Final Plat should be vacated and removed; and

NOW, THEREFORE, the Grantor, for the aforesaid consideration, does hereby release, vacate, terminate and quitclaim to Grantee that part of the easement which is between said Lot 2 and Lot 3 of Final Plat.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its VICE PRESIDENT on this 20th day of November, 2023.

(Signature on following Page)

CARROLL ELECTRIC COOPERATIVE CORPORATION

By: _____

Name: Kean W. Steely

Title: V.P. Engineering & Operations

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF CARROLL)

On this day before me, the undersigned, a Notary Public duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named KEAN W. STEELY to me personally well known, who stated that he was the of CARROLL ELECTRIC COOPERATIVE CORPORATION and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21ST day of November 2023.

_____
Notary Public

DALTON MOORE
NOTARY PUBLIC-STATE OF ARKANSAS
CARROLL COUNTY
My Commission Expires 02-15-2032
Commission # 12717996



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202360644**
11/27/2023 11:10:15 AM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder

RECORD DRAWINGS
GORDON HOLLOW SUBDIVISION
BELLA VISTA, ARKANSAS

OWNER:

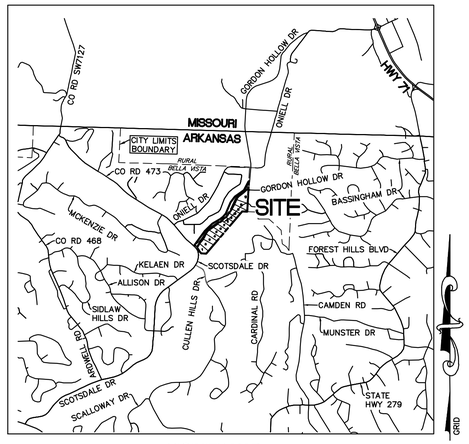
COOPER COMMUNITIES, INC.
JODY LATHAM
903 N. 47TH STREET
ROGERS, AR 72756
P: 479-246-6500

ENGINEER:

ANDERSON ENGINEERING, INC.
L. ERNIE DEATON II
5311 W. VILLAGE PARKWAY
ROGERS, AR 72758
CONTACT: ERNIE DEATON, PE
P: (479) 286-8181
E: EDEATON@AE-INC.COM

CITY OF BELLA VISTA:

CITY OF BELLA VISTA PLANNING DEPARTMENT:
TAYLOR ROBERTSON
PLANNING DEPARTMENT
616 W. LANCASHIRE BLVD.
BELLA VISTA, AR 72715
479-268-4980
TROBERTSON@BELLAVISTAAR.GOV



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

NO.	DESCRIPTION
C0.0	COVER SHEET
C1.0	RECORD SITE LAYOUT PLAN
C2.0	RECORD GRADING & DRIVEWAY CULVERT PLAN
C2.1	RECORD DITCH GRADING PLAN
C2.2	RECORD PLAN & PROFILE GORDON HOLLOW DRIVE
C2.3	RECORD PLAN & PROFILE SCOTSDALE DRIVE
C3.0	RECORD WATER LINE PLAN
C4.0	BELLA VISTA POA WATER STANDARD DETAILS
C4.1	BELLA VISTA POA WATER STANDARD DETAILS

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, AND EASEMENTS AS SHOWN ON SAID PLAT.

_____ _____
SIGNED *DATE OF EXECUTION*

_____
NAME

_____
ADDRESS

SOURCE OF TITLE: DEED BOOK 623, PAGE 146

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF _____)

ON THIS DAY BEFORE THE UNDERSIGNED, A NOTARY PUBLIC DULY QUALIFIED AND ACTING IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED

_____,
SATISFACTORILY PROVEN TO BE THE PERSON(S) WHOSE NAME(S) APPEAR(S) AS THE OWNER(S) IN THE FOREGOING INSTRUMENT, AND STATED THAT HE/SHE/THEY HAS/HAVE EXECUTED THE SAME FOR THE CONSIDERATION, USES AND PURPOSES THEREIN STATED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND ON THIS _____

DAY OF _____, 20_____.

_____ *MY COMMISSION EXPIRES:* _____
NOTARY PUBLIC

CERTIFICATE OF ENGINEERING ACCURACY

I, _____, HEREBY CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS A PLAN PREPARED UNDER MY DIRECTION AND ENGINEERING REQUIREMENTS OF THE BELLA VISTA SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

SIGNED: _____ _____
DATE OF EXECUTION
REGISTERED ENGINEER
STATE OF ARKANSAS REGISTRATION NO. ____

CERTIFICATE OF AUTHORIZATION
Anderson Engineering Inc.
No. 335
ARKANSAS

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www.arkonecall.com

*All work shall conform to the Bella Vista Village Property Owners Association Standard Technical Specifications dated July 7, 2014.

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EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
5311 W. VILLAGE PKWY • ROGERS, ARKANSAS 72758 • PHONE (479) 286-8181
ANDERSON COA# 335 • L. ERNIE DEATON PE# 6904

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
L. ERNIE DEATON II
12-05-2023

DRAWING INFO.
FIELD BY: -
DRAWN BY: BV
CHECK BY: JMC
DATE: 12-05-2023
FIELD BOOK: -
JOB NUMBER: 21RO20032

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	PER CITY COMMENT	JMC	12-05-2023

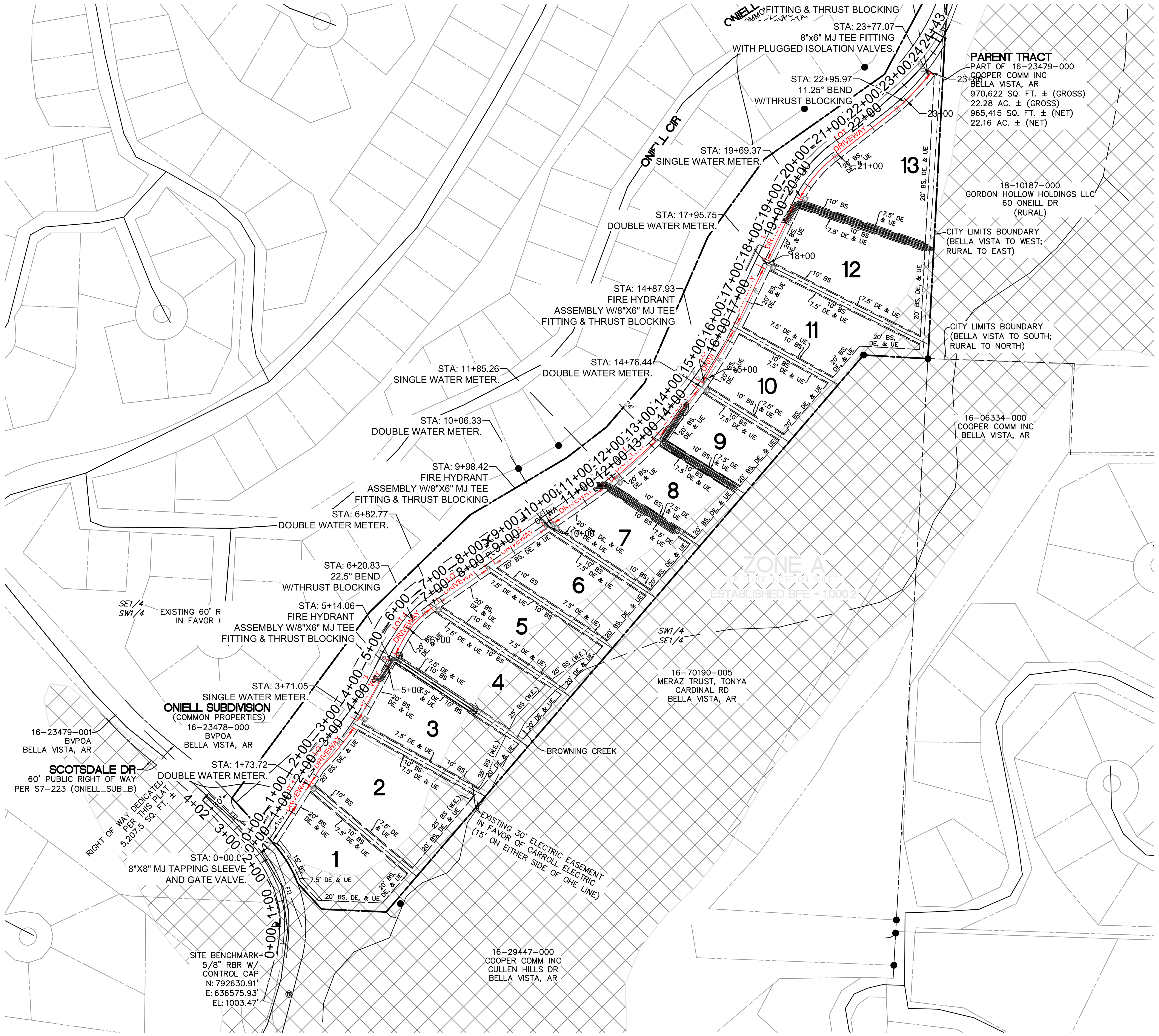
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GORDON HOLLOW SUBDIVISION RECORD DRAWINGS

COVER SHEET

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER C0.0



GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

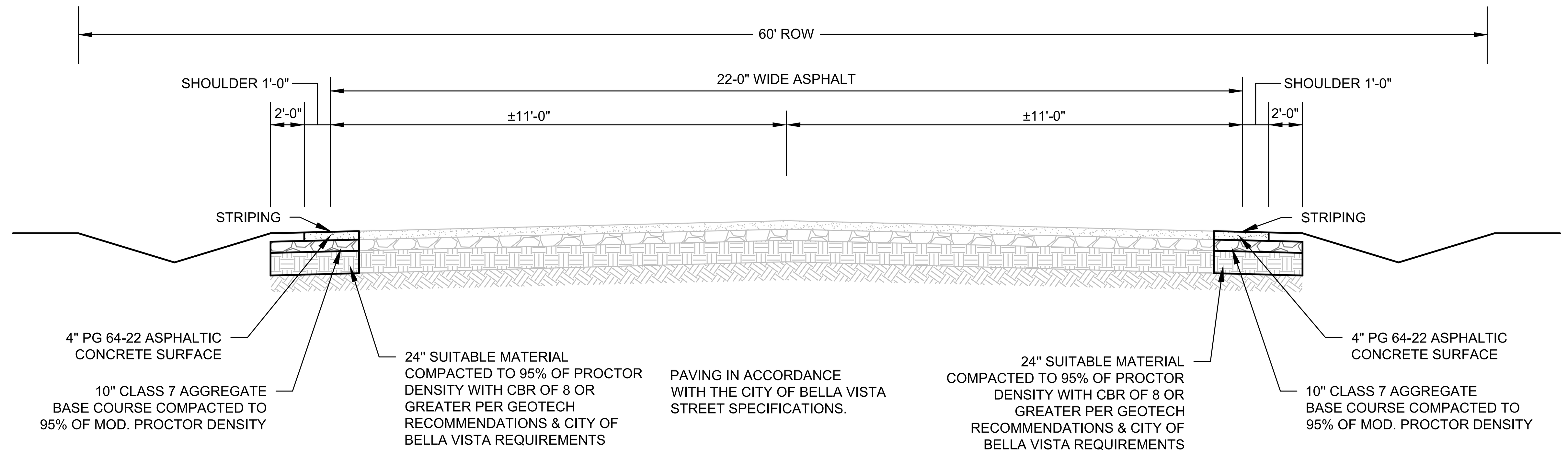
GRID

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SETBACK LINE
- EDGE OF PAVEMENT
- UNDERGROUND STORM DRAINAGE SYSTEM
- WATER LINE
- FIRE HYDRANT (FH)
- WATER VALVE
- WATER METER
- POWER POLE (PP)

DRIVEWAY NOTE:

1. ALL DRIVEWAYS TO BE LOCATED IN ALLOWABLE AREAS AS SHOWN ON PLAN.



A STREET WIDENING DETAIL
SCALE: NOT TO SCALE

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ANDERSON COA# 335 • L. ERNIE DEATON PE# 6904

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
L. ERNIE DEATON II
12-05-2023

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RECORD SITE LAYOUT

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER
C1.0

STORM PIPE NOTES:

1. REFER TO BELLA VISTA DRAINAGE CRITERIA MANUAL FOR PROPOSED STORM PIPE REQUIREMENTS
2. REFER TO ARDOT STANDARD DETAIL FES-1 WITH CURTAIN WALL FOR ALL PROPOSED FLARED END SECTION DETAIL.
3. PER BELLA VISTA DRAINAGE CRITERIA MANUAL, CMP & CPP CAN BE USED IN ROW BEHIND CURB WITH A MINIMUM COVER OF 2' WITH BEDDING AND BACKFILL PER CITY DETAILS OR MANUFACTURER'S RECOMMENDATIONS.
4. PER BELLA VISTA DRAINAGE CRITERIA MANUAL, WHEN PIPE COVER IS LESS THAN TWO-FOOT DRIVEWAY CULVERT TO BE RCP AND MUST MEET ASTM CLASS IV SPECIFICATIONS.

GRADING NOTES:

1. ALL LOTS SHALL NOT BE GRADED OR FILLED IN SUCH A MANNER THAT WILL NOT IMPACT THE NATURAL DRAINAGE CHANNELS SHOWN ON THE LOTS. IF EXISTING DRAINAGE CHANNELS ARE IMPACTED, THE RUNOFF SHALL BE REROUTED TO PROPOSED DRAINAGE EASEMENTS ALONG PROPERTY LINES.
2. IF FFE OF PROPOSED HOME IS LOWER THAN THE STREET, THE BUILDER WILL PROVIDE NECESSARY DRAINAGE IMPROVEMENTS TO ROUTE RUNOFF AROUND BUILDING PER CITY OF BELLA VISTA REQUIREMENTS.

DRIVEWAY CULVERT NOTES:

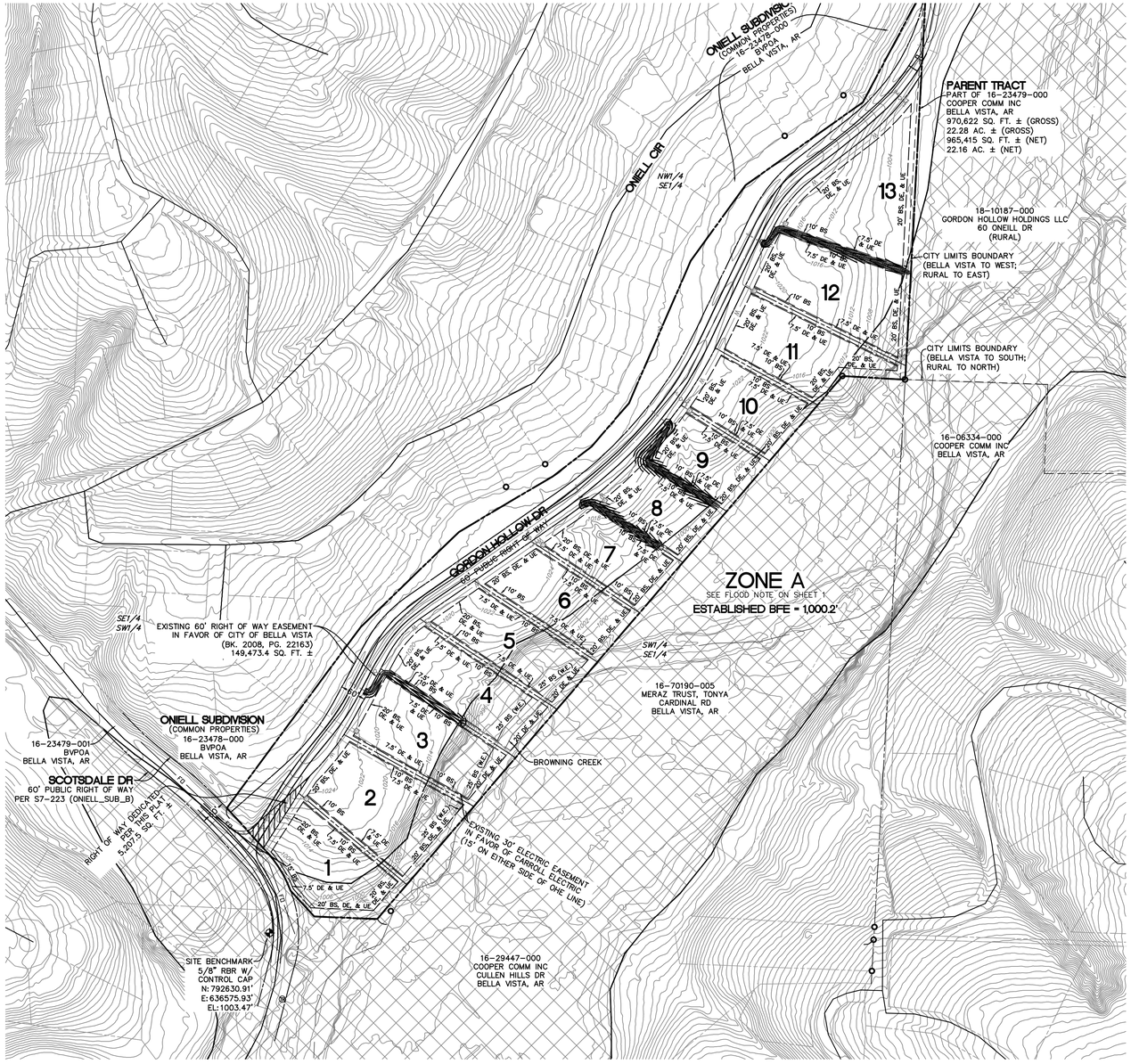
LOT 1, 2, & 11:
DRIVEWAY LOCATION TO BE DETERMINED. CULVERT TO BE MINIMUM 18" WITH 0.5% SLOPE TO PROVIDE CAPACITY FOR 10-YEAR STORM EVENT.

LOT 3:
DRIVEWAY LOCATION TO BE DETERMINED. IF DRIVEWAY IS LOCATED TO THE NORTH OF EXISTING CULVERT 1, DRIVEWAY CULVERT TO BE MINIMUM 18"Ø WITH 0.5% SLOPE TO PROVIDE CAPACITY FOR 10-YEAR STORM EVENT.
IF DRIVEWAY IS LOCATED TO THE SOUTH OF EXISTING CULVERT 1, NO DRIVEWAY CULVERT IS ANTICIPATED.

LOT 9:
DRIVEWAY LOCATION TO BE DETERMINED. IF DRIVEWAY IS LOCATED TO THE SOUTH OF EXISTING CULVERT 3, DRIVEWAY CULVERT TO BE MINIMUM 2 RUNS OF 24"Ø WITH 0.5% SLOPE TO PROVIDE CAPACITY FOR 10-YEAR STORM EVENT.
IF DRIVEWAY IS LOCATED TO THE NORTH OF EXISTING CULVERT 3, NO DRIVEWAY CULVERT IS ANTICIPATED.

LOT 12:
DRIVEWAY LOCATION TO BE DETERMINED. IF DRIVEWAY IS LOCATED TO THE NORTH OF EXISTING CULVERT 4, DRIVEWAY CULVERT TO BE MINIMUM 18"Ø WITH 1.0% SLOPE TO PROVIDE CAPACITY FOR 10-YEAR STORM EVENT.
IF DRIVEWAY IS LOCATED TO THE SOUTH OF EXISTING CULVERT 4, NO DRIVEWAY CULVERT IS ANTICIPATED .

LOT 3-10 & 12-14:
DUE TO EXISTING GRADES, NO DRIVEWAY CULVERT IS ANTICIPATED.



LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SETBACK LINE
- EDGE OF PAVEMENT
- UNDERGROUND STORM DRAINAGE SYSTEM
- WATER LINE
- FIRE HYDRANT (FH)
- WATER VALVE
- WATER METER
- POWER POLE (PP)
- CONTOURS (1267)
- TURF REINFORCEMENT MAT (TRM)

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

*All work shall conform to the Bella Vista Village Property Owners Association Standard Technical Specifications dated July 7, 2014.

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ANDERSON COA# 335 • L. ERNIE DEATON PE# 6904

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
L. ERNIE DEATON

12-05-2023

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CHECK BY: JMC
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FIELD BOOK: -
JOB NUMBER: 21RO20032

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1	PER CITY COMMENT	JMC	12-05-2023

REVISIONS

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GORDON HOLLOW SUBDIVISION RECORD DRAWINGS

RECORD GRADING & DRIVEWAY CULVERT PLAN

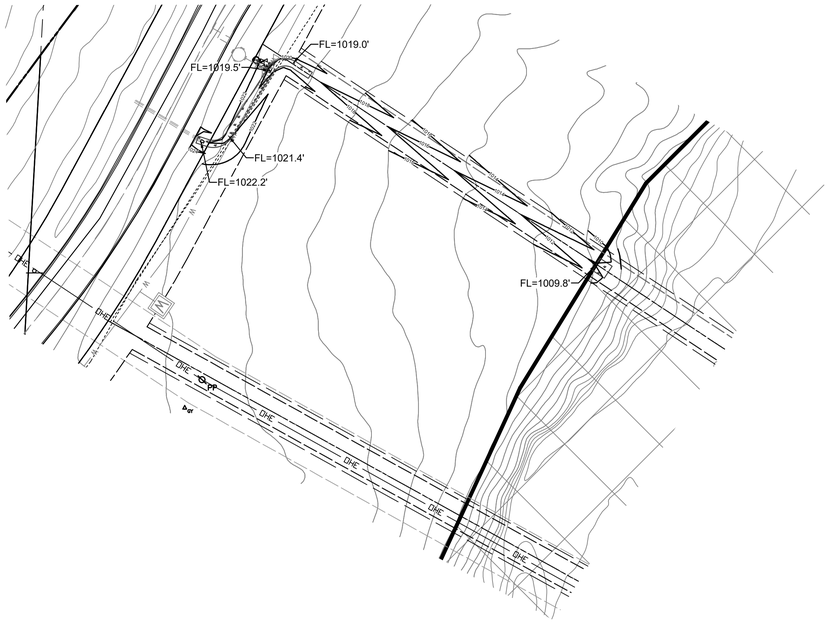
CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER C2.0

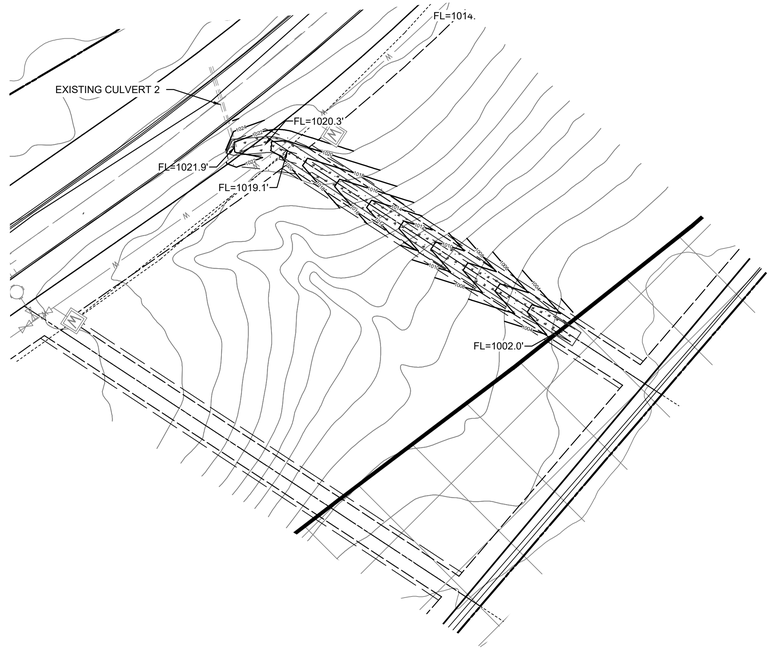
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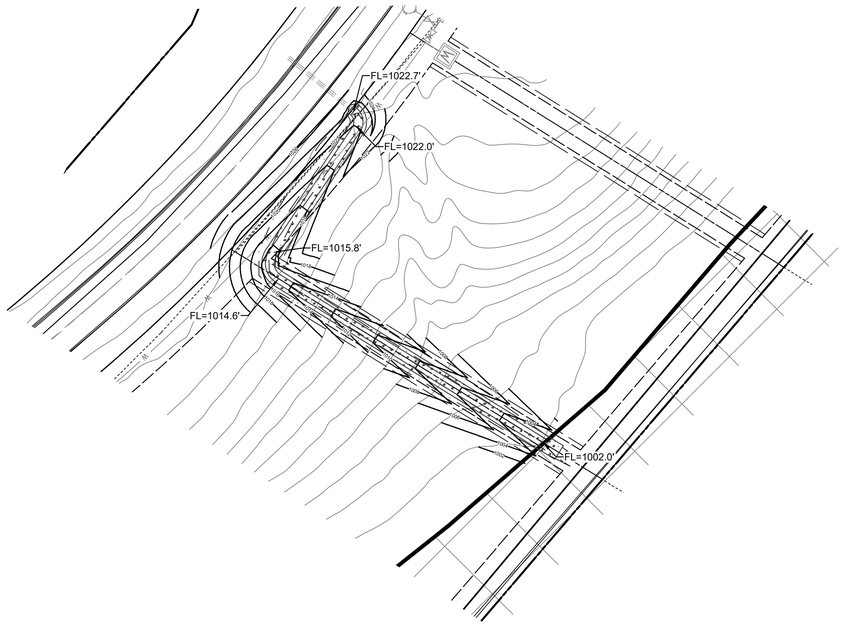
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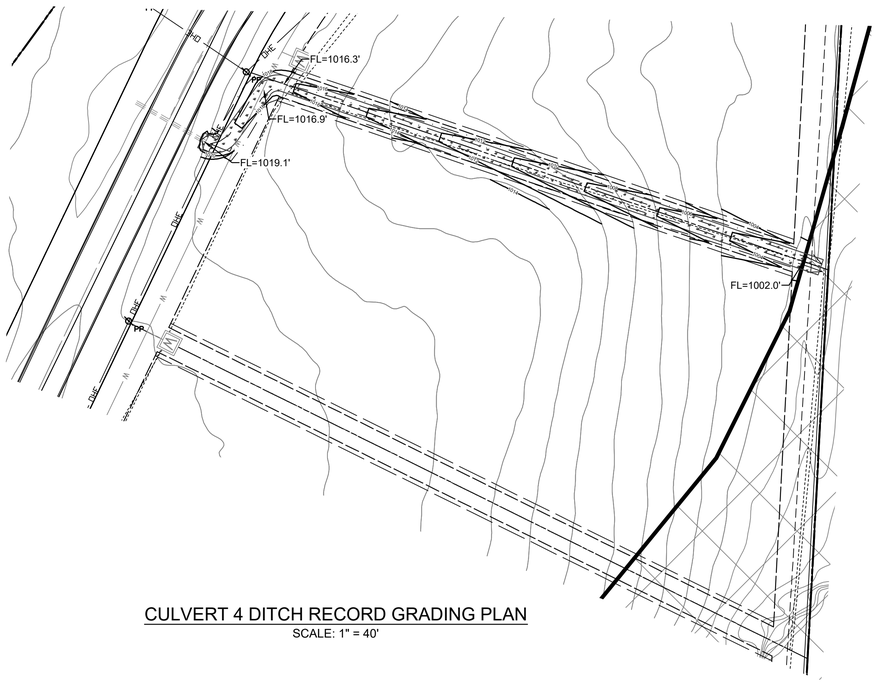
CULVERT 1 DITCH RECORD GRADING PLAN
SCALE: 1" = 40'



CULVERT 2 DITCH RECORD GRADING PLAN
SCALE: 1" = 40'



CULVERT 3 DITCH RECORD GRADING PLAN
SCALE: 1" = 40'



CULVERT 4 DITCH RECORD GRADING PLAN
SCALE: 1" = 40'

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SETBACK LINE
- EDGE OF PAVEMENT
- UNDERGROUND STORM DRAINAGE SYSTEM
- WATER LINE
- FIRE HYDRANT (FH)
- WATER VALVE
- WATER METER
- POWER POLE (PP)
- CONTOURS (1267)
- TURF REINFORCEMENT MAT (TRM)

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

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STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
L. ERNIE DEATON II
12-05-2023

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RECORD DITCH GRADING PLAN

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER C2.1



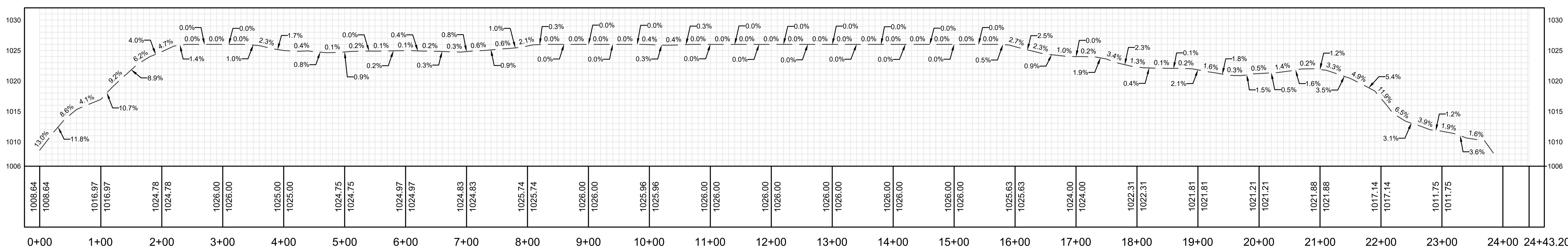
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

BOUNDARY LINE	
RIGHT-OF-WAY LINE	
EASEMENT LINE	
SETBACK LINE	
EDGE OF PAVEMENT	
UNDERGROUND STORM DRAINAGE SYSTEM	
WATER LINE	
FIRE HYDRANT	FH
WATER VALVE	
WATER METER	
POWER POLE	PP



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

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STATE OF ARKANSAS
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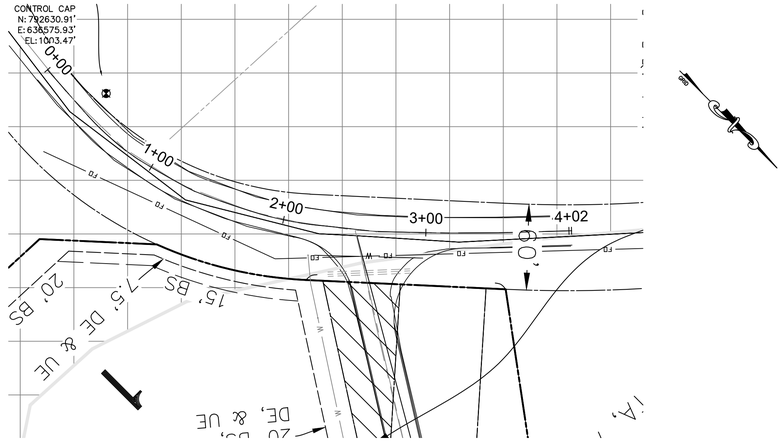
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RECORD PLAN & PROFILE GORDON HOLLOW DRIVE

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER
C2.2



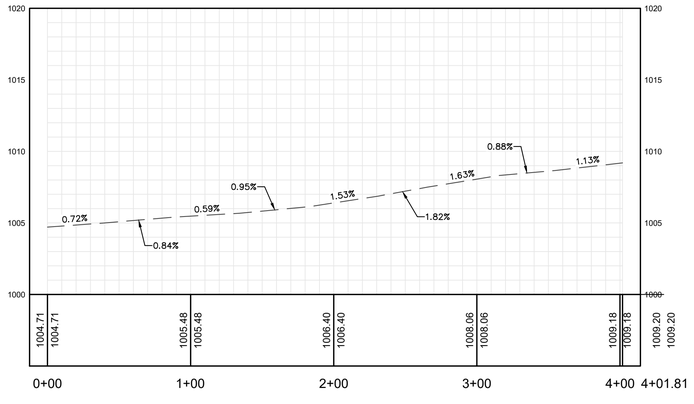
GRAPHIC SCALE

50 0 50 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SETBACK LINE
- EDGE OF PAVEMENT
- UNDERGROUND STORM DRAINAGE SYSTEM
- WATER LINE
- FIRE HYDRANT — FH
- WATER VALVE
- WATER METER
- POWER POLE — PP



GRAPHIC SCALE

50 0 50 50 100 200

(IN FEET)
1 inch = 50 ft.

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ANDERSON COA# 335 • "L" ERNIE DEATON PE# 6904

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
"L" ERNIE DEATON, II
12-05-2023

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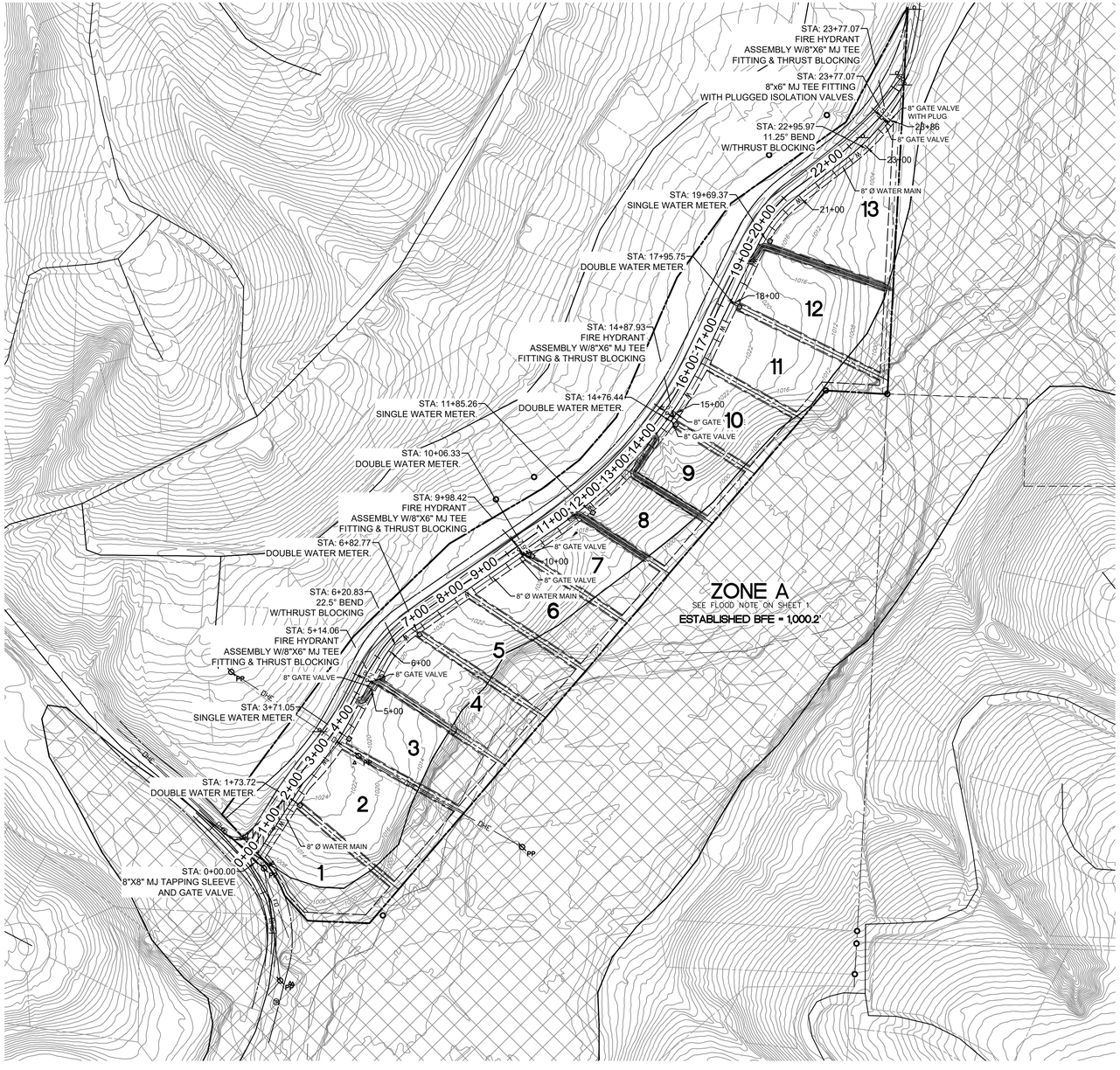
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RECORD PLAN & PROFILE
SCOTSDALE DRIVE

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER
C2.3



LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SETBACK LINE
- EDGE OF PAVEMENT
- UNDERGROUND STORM DRAINAGE SYSTEM
- WATER LINE
- FIRE HYDRANT — FH
- WATER VALVE
- WATER METER
- POWER POLE — PP
- CONTOURS — 1267
- TURF REINFORCEMENT MAT (TRM)

WATER MAIN NOTE:

1. REFER TO BELLA VISTA POA WATER'S STANDARD SPECIFICATIONS AND CONSTRUCTION DETAILS ON SHEETS C4.0 AND C4.1 OF THIS PLAN SET.

WATER MAIN QUANTITIES:

LINE ITEMS:	TOTAL QT.	AS-BUILTS
8" Ø PVC AWWA C-900; DR-18	2,386 LF.	2,412 LF.
6" GATE VALVES	12 EA.	12 EA.
1" SERVICE LINE	80 LF.	57 LF.
METER BOX	8 EA.	8 EA.
6" MJ TEES	5 EA.	5 EA.
6" 45° BEND WITH THRUST BLOCK	0 EA.	0 EA.
6" 22.5° BEND WITH THRUST BLOCK	1 EA.	1 EA.
6" 11.25° BEND WITH THRUST BLOCK	1 EA.	1 EA.
6" DEAD END MJ PLUG	0 EA.	0 EA.
FIRE HYDRANTS	4 EA.	4 EA.

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

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ANDERSON COA# 335 • "L" ERNIE BEATON PE# 6904

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
L. ERNIE BEATON II

12-05-2023

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COOPER COMMUNITIES, INC.
GORDON HOLLOW SUBDIVISION RECORD DRAWINGS

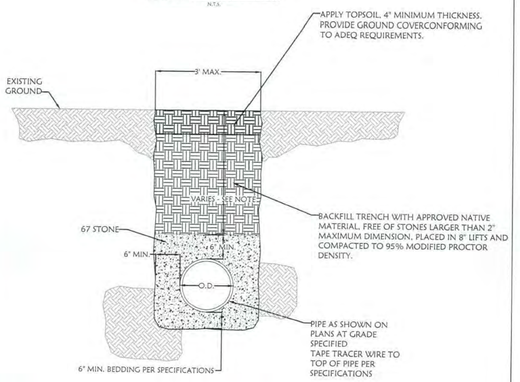
RECORD WATER MAIN PLAN

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER
C3.0

TRENCH SECTION - UNPAVED AREAS
(DI, PVC, OR HDPE PIPE)

N.T.S.



NOTE: BURY DEPTH FROM TOP OF GROUND TO TOP OF PIPE VARIES. SEE PROFILE FOR BURY DEPTH FOR EACH SECTION OF PIPE. MINIMUM DEPTH OF BURY 36".

TRENCH SECTION - UNPAVED	LAST REVISED: 7/7/2014

REACTION BACKING TABLE

SIZE	REQUIRED SQ. FT. OF UNDISTURBED EARTHWALL FOR REACTION BACKING					
	TYPE OF FITTINGS					
	TEE	90°	45°	22 1/2°	11 1/4°	PLUG
2"	1	1	1	1	1	1
3"	2	2	1	1	1	2
4"	3	3	2	1	1	3
6"	5	7	4	2	1	5
8"	9	12	7	4	2	9
12"	19	27	15	8	4	19
16"	34	47	26	13	7	34
18"	42	60	33	17	9	42

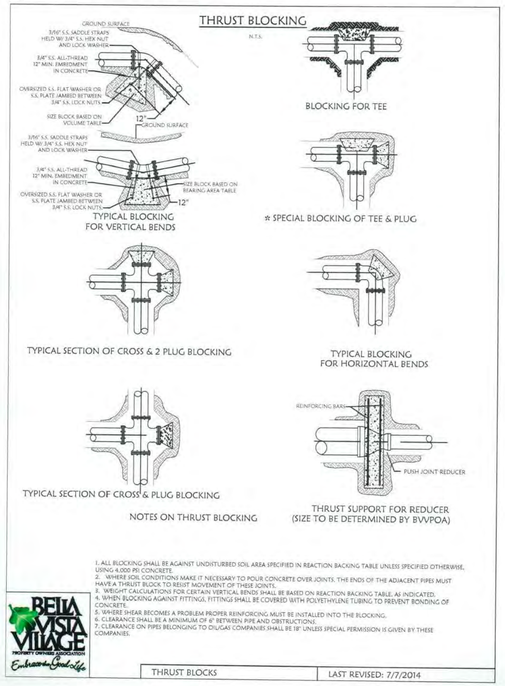
SIZE	REQUIRED CU. YD. OF P.C. CONCRETE FOR VERTICAL THRUST BLOCKING*			
	TYPE OF FITTINGS			
	90°	45°	22 1/2°	11 1/4°
2"	0.4	0.2	0.1	0.1
3"	0.9	0.5	0.3	0.2
4"	1.5	0.8	0.9	0.2
6"	3.3	1.8	0.9	0.5
8"	5.8	3.2	1.6	0.5
12"	13.1	7.1	3.6	1.9
16"	23.2	12.6	6.4	3.3
18"	29.4	15.9	8.1	4.1

NOTES:
1. ALL FITTINGS SHALL BE MECHANICAL JOINTS WITH MEGALUG RETAINER GLANDS.
2. DO NOT COVER BELLS OR FLANGES WITH CONCRETE.
3. WRAP ALL FITTINGS WITH POLY WRAP.
4. BACK ALL TEES ACCORDING TO SIZE OF BRANCH.
5. BACKING FUTURE LINE EXTENSIONS SHALL BE SUCH THAT LATER REMOVAL IS POSSIBLE.
6. ALL BENDS WHERE FITTINGS ARE USED, BOTH HORIZONTAL OR VERTICAL, SHALL BE BACKED WITH CONCRETE.
7. REACTION BACKING TABLE IS BASED ON 300 PSI TEST PRESSURE AND SOIL BEARING PRESSURE OF 2,000 LB/SQ. FT. ADDITIONAL BACKING MAY BE REQUIRED IN SOME AREAS AS REQUIRED BY ENGINEER.
8. SEE SPECIFICATIONS FOR CONCRETE REQUIREMENTS.
9. REACTION BACKING TABLE BASED UPON ASSUMED 330 PSI DESIGN PRESSURE (220 PSI STATIC PRESSURE PLUS 110 PSI WATER HAMMER) AND 2,000 PSF SOIL BEARING PRESSURE. ENGINEER SHALL PROVIDE DESIGN CALCULATIONS IF CONDITIONS VARY FROM THOSE ASSUMED OR WHEN REQUIRED BY BVVPOA.

THRUST BLOCK SIZE TABLE	LAST REVISED: 7/7/2014

THRUST BLOCKING

N.T.S.

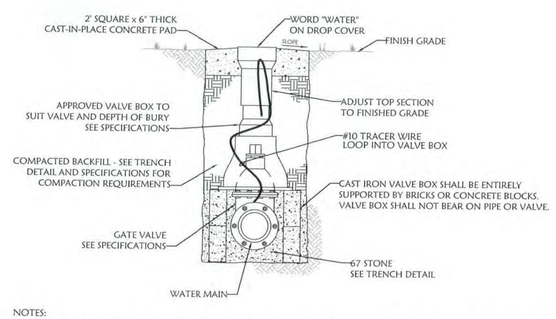


1. ALL BLOCKING SHALL BE AGAINST UNDISTURBED SOIL AREA SPECIFIED IN REACTION BACKING TABLE UNLESS SPECIFIED OTHERWISE, USING 4,000 PSI CONCRETE.
2. WHERE SOIL CONDITIONS MAKE IT NECESSARY TO POUR CONCRETE OVER JOINTS, THE ENDS OF THE ADJACENT PIPES MUST HAVE A THRUST BLOCK TO RESIST MOVEMENT OF THESE JOINTS.
3. WEIGHT CALCULATIONS FOR CERTAIN VERTICAL BENDS SHALL BE BASED ON REACTION BACKING TABLE, AS INDICATED.
4. WHEN BLOCKING AGAINST FITTINGS, FITTINGS SHALL BE COVERED WITH POLYETHYLENE TUBING TO PREVENT BONDING OF CONCRETE.
5. WHERE SHEAR BECOMES A PROBLEM PROPER REINFORCING MUST BE INSTALLED INTO THE BLOCKING.
6. CLEARANCE SHALL BE A MINIMUM OF 6" BETWEEN PIPE AND OBSTRUCTIONS.
7. CLEARANCE ON PIPES BELONGING TO OUGAS COMPANIES SHALL BE 18" UNLESS SPECIAL PERMISSION IS GIVEN BY THESE COMPANIES.

THRUST BLOCKS	LAST REVISED: 7/7/2014

GATE VALVE AND VALVE BOX INSTALLATION

N.T.S.

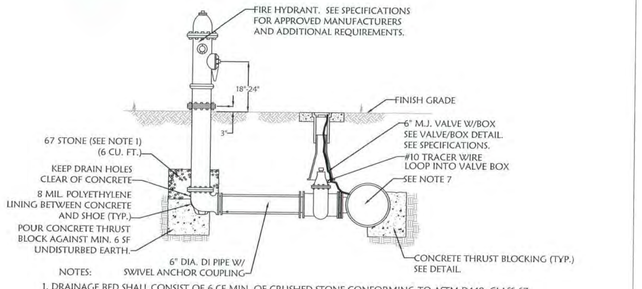


NOTES:
1. IF DEPTH OF BURY EXCEEDS 4', A SELF-LOCKING VALVE EXTENSION SHALL BE REQUIRED. THE EXTENSION STEM SHALL EXTEND TO 2' BELOW THE LID OF THE VALVE BOX. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
2. TRACER WIRE SHALL BE LOOPED INTO VALVE BOX AND BONDED TO MAIN LINE TRACER WIRE.
3. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

GATE VALVE	LAST REVISED: 7/7/2014

FIRE HYDRANT ASSEMBLY DETAIL

N.T.S.



NOTES:
1. DRAINAGE BED SHALL CONSIST OF 6 CF MIN. OF CRUSHED STONE CONFORMING TO ASTM D448, CLASS 67.
2. TRACER WIRE SHALL BE LOOPED INTO VALVE BOX AND BONDED TO MAIN LINE TRACER WIRE.
3. HYDRANT SHALL BE BLOCKED AGAINST FIRM SOIL AS SHOWN.
4. ALL HYDRANTS SHALL BE INSTALLED PLUMB.
5. LARGE NOZZLE SHALL FACE CURB UNLESS OTHERWISE NOTED. ROTATE BARREL AS REQUIRED.
6. HYDRANT SHOULD NOT BE SET CLOSER THAN 4.0' TO OBSTRUCTIONS THAT ARE IN LINE WITH NOZZLE.
7. M.J. ANCHOR TEE SHALL BE USED (SEE SPECIFICATIONS)
8. HYDRANTS TO BE SET AT DEPTHS GREATER THAN 6.0' SHALL BE SET WITH A MODIFIED HYDRANT SETTING. (CONTACT ENGINEER FOR DETAILED DRAWING FOR DEEP DEPTH HYDRANT SETTINGS).
9. POLYWRAP ENTIRE HYDRANT ASSEMBLY, INCLUDING SHOE, PIPE, VALVE, AND TEE. DO NOT COVER WEEP HOLE DRAIN.
10. HYDRANTS SHALL BE SET AT A MINIMUM OF 36" BACK OF CURB, BUT NOT IN SIDEWALK, FIRE LANE, OR RADIUS; OR AS DIRECTED BY ENGINEER.
11. FOR PAYMENT PURPOSES, HYDRANT ASSEMBLY INCLUDES TEE, GATE VALVE, 6" DI PIPE AND ALL OTHER APPURTENANCES. THESE ITEMS ARE TO BE INCLUDED IN THE UNIT PRICE AND WILL NOT BE PAID FOR SEPARATELY OR UNDER OTHER LINE ITEMS.

FIRE HYDRANT	LAST REVISED: 7/7/2014

*All work shall conform to the Bella Vista Village Property Owners Association Standard Technical Specifications dated July 7, 2014.

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STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
L. ERNIE DEATON II
12-05-2023

DRAWING INFO.

FIELD BY:	-
DRAWN BY:	BV
CHECK BY:	LED
DATE:	10-27-2023
FIELD BOOK:	-
JOB NUMBER:	21RO20032

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	PER CITY COMMENT	JMC	12-05-2023

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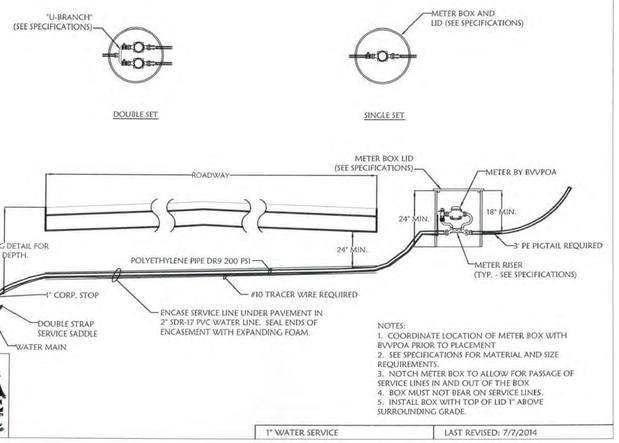
COOPER COMMUNITIES, INC.
GORDON HOLLOW SUBDIVISION RECORD DRAWINGS

BELLA VISTA POA WATER STANDARD DETAILS

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER
C4.0

WATER SERVICE DETAIL 1"

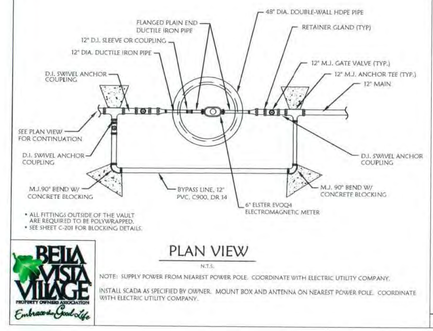


NOTES:
1. COORDINATE LOCATION OF METER BOX WITH BVVPOA PRIOR TO PLACEMENT
2. SEE SPECIFICATIONS FOR MATERIAL AND SIZE REQUIREMENTS.
3. NOTCH METER BOX TO ALLOW FOR PASSAGE OF SERVICE LINES IN AND OUT OF THE BOX
4. BOX MUST NOT BEAR ON SERVICE LINES.
5. INSTALL BOX WITH TOP OF LID 1" ABOVE SURROUNDING GRADE.

1" WATER SERVICE	LAST REVISED: 7/7/2014

ZONE METER DETAIL

N.T.S.

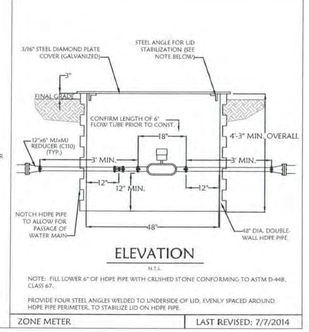


PLAN VIEW

N.T.S.

NOTE: SUPPLY POWER FROM NEAREST POWER POLE. COORDINATE WITH ELECTRIC UTILITY COMPANY.

INSTALL SCADA AS SPECIFIED BY OWNER. MOUNT BOX AND ANTENNA ON NEAREST POWER POLE. COORDINATE WITH ELECTRIC UTILITY COMPANY.



ELEVATION

N.T.S.

NOTE: FILL LOWER 6" OF HDPE PIPE WITH CRUSHED STONE CONFORMING TO ASTM D-448, CLASS 67.

PROVIDE FOUR STEEL ANGLES WELDED TO UNDERSIDE OF LID, EVENLY SPACED AROUND HDPE PIPE PERIMETER, TO STABILIZE LID ON HDPE PIPE.

ZONE METER	LAST REVISED: 7/7/2014

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ANDERSON COA# 335 • "L" ERNIE DEATON PE# 6904

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 6904
"L" ERNIE DEATON, II
12-05-2023

DRAWING INFO.

FIELD BY:	-
DRAWN BY:	BV
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FIELD BOOK:	-
JOB NUMBER:	21RO20032

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	PER CITY COMMENT	JMC	12-05-2023

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COOPER COMMUNITIES, INC.
GORDON HOLLOW SUBDIVISION RECORD DRAWINGS

BELLA VISTA POA WATER STANDARD DETAILS

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

SHEET NUMBER
C4.1

Kevin Michael <kmichael@weareown.com>

Water/Septic Determination Letters

5 messages

Kevin Michael <kmichael@ae-inc.com> Thu, Dec 23, 2021 at 1:45 PM
To: Caroline Eastman <Carrie.Eastman@arkansas.gov>

Hello Caroline,

We are working on 4 preliminary plats in Bella Vista. On each, we received a comment back from Bella Vista's city planner stating "Provide ADH water/septic determination letter and approval prior to Grading Permit and/or Final Plat application, whichever is first applicable to developer."

I'm new to this. Could you please provide some information on how we go about getting a water/septic determination letter?

Thank you!

Merry Christmas,
Kevin

Kevin Michael

Land Survey Technician

The Best Place to Work With and The Best Place to Work For



5311 W. Village Parkway

Rogers, AR 72758

Office: 479.286.8181

kmichael@ae-inc.com

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Carthage, MO ● Kansas City, MO ● Columbia, MO

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Caroline Eastman <Carrie.Eastman@arkansas.gov> Mon, Dec 27, 2021 at 8:31 AM
To: Kevin Michael <kmichael@ae-inc.com>

Kevin- I am not sure about the "determination letter" they are referring to. The septic designer (aka Designated Representative) will submit the permit application to our office with the layout and plans showing house, lateral lines etc. Once we have gone by the site and reviewed everything…and if all ok, we will issue a Permit for Construction for that septic system. I know they will eventually want a copy of this approved permit.

Do you know if the permit applications have been submitted to our office yet?

Caroline

[Quoted text hidden]

Kevin Michael <kmichael@ae-inc.com> Tue, Dec 28, 2021 at 9:05 AM
To: Caroline Eastman <Carrie.Eastman@arkansas.gov>

Good morning Caroline,

Thank you for the information. No, permit applications have not been submitted because the lots have not been sold yet. The future lot owners will be responsible for finding their own builder.

Our client, Cooper Communities, is simply trying to get the lots platted so they can be sold. So you are saying ADH does not provide any type of review or approval prior to the Permit for Construction. Is that correct? I just want to make sure before I contact the City of Bella Vista's planner for clarification.

Thank you,
Kevin

Kevin Michael

Land Survey Technician

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Caroline Eastman <Carrie.Eastman@arkansas.gov> Tue, Dec 28, 2021 at 10:50 AM
To: Kevin Michael <kmichael@ae-inc.com>

Sorry- I may have misunderstood. Are these new lots being created? I was thinking these were existing lots you were working on. Not used to new tract splits in Bella Vista!

I think I spoke with someone from Cooper about land they were going to be splitting off and selling. We only review tract splits if: 1) The city or county is requiring it as part of their approval, or 2) If they meet the ADH definition of a subdivision. Our definition is "Any land (not just a single parcel) which is divided or proposed to be divided by a common owner or owners for predominantly residential purposes into three (3) or more lots or parcels, platted or unplatted units any of which contains less than three (3) acres, as a uniform plan of development OR as deemed a formal subdivision by the local county/city government. Whichever definition is most restrictive." Generally speaking, as long as each parcel is 3 acres or larger, we will not give any septic approvals up front.

I do have to mention, that we usually recommend that developers work up front with one of the septic designers to do some preliminary soil pits etc. when determining lot configurations. That way they don't end up with a parcel that is largely unsuitable due to setbacks, soils issues, etc.

I have attached the ADH Subdivision Plan Review Guidelines if you think this project would require it.

Let me know if you have further questions…

[Quoted text hidden]

Subdivision Plan Review Guidelines 3.20.pdf
414K

Kevin Michael <kmichael@ae-inc.com> Tue, Dec 28, 2021 at 11:04 AM
To: Caroline Eastman <Carrie.Eastman@arkansas.gov>

Caroline,

Yes, these are new lots being created. Sorry, I should have explained that better. For the most part, these are leftover tracts Cooper Communities owns after they created subdivisions all around them back in the day. I've attached one of the preliminary plats as an example.

I think all four new subdivisions meet both of your requirements for reviewing tract splits. None of them have parcels that are all 3 acres or larger.

Thank you for the ADH Subdivision Plan Review Guidelines. I do think this project will require it. We will have the developer start working with a septic designer.

Thank you,
Kevin

Kevin Michael

Land Survey Technician

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21RO20032 EVANTON RD - CASTLEBAY PRELIMINARY PLAT_11-23-21.pdf
2051K

Arkansas Department of Health

4815 West Markham Street ● Little Rock, Arkansas 72205-3867 ● Telephone (501) 661-2000
Governor Asa Hutchinson
Nathaniel Smith, MD, MPH, Director and State Health Officer

SUBDIVISION PLAN REVIEW GUIDELINES

DEFINITION: Any *land* (not just a single parcel) which is divided or proposed to be divided by a common owner or owners for predominantly residential purposes into three (3) or more lots or parcels, platted or unplatted units any of which contains less than three (3) acres, as a uniform plan of development OR as deemed a formal subdivision by the local county/city government. Whichever definition is most restrictive.

Approval is a two-step process. First, detailed plans along with soils data from the Designated Representative shall be submitted to the Senior EHS for review prior to any development. Second, the detailed plans and the approval letter from the Senior EHS shall be submitted to the ADH Engineering Section in Little Rock for final approval by the State of Arkansas.

The following items must be included in all plans:

1. Vicinity map and legal description indicating the location of the subdivision.

2. Layout and dimensions of lot boundaries, streets, easements, etc.

3. Features that may affect the location of the system. These include, but are not limited to, topographical features, existing structures, easements, existing wells, streams, springs, and flood level of the area.

4. Contour lines at 5 to 20 feet intervals shall be shown as relating to lot boundaries and the location of tests performed.

5. **Subdivision Plans with Public Water Facilities**

   - Detailed engineering plans and specifications for the water system. An engineer licensed in the State of Arkansas must submit all plans.

   - A water system review fee of 1 percent of the estimated water cost is required for all plans submitted. The minimum fee charged is $50.00, and the maximum fee is $500.00.

6. **Subdivision Plans with Individual Wells (including Geothermal)**

   - The proposed well(s) location shall be shown for each lot.
   - Individual well(s) shall be a minimum 50 ft from property lines AND 100 ft from all primary and secondary areas.

- A drinking water or irrigation well shall show a 100 ft setback or "zone of protection" shown around each well.
- Geothermal wells shall have a 100 ft setback (open-loop wells) or 50ft (closed-loop wells) shown around each well.

7. **Subdivision Plans with Individual Sewage Disposal Systems**

   - A minimum of one soil pit in both the primary absorption and secondary absorption area is required. Soil pit information including depth to bedrock, impermeable soil layers and seasonal water tables must be submitted along with the plans and must state who analyzed the soils and on what dates the data was collected. Loading rates used to size the primary and secondary sites must be given. Additional pits may be required if marginal soils are encountered. The use of additional pits shall be at the discretion of the local health authority. (Soil Descriptions must be written by Soil Certified DR's or Soil Classifiers.)

   - The approximate footprint of the house must be shown on each lot. All lots will be designed for three bedroom residences unless otherwise indicated.

   - The corners of both the primary and secondary absorption areas must be sized and flagged on site on each lot and indicated on the plans on contour. If proposed lots are less than 1 acre in size, then the Sr. EHS may require individual lateral lines be laid for both the proposed primary and secondary areas.
   - Refer to "Rules and Regulations Pertaining to Onsite Wastewater Systems" Section 5.9 to 5.11.0 for design restrictions.

8. Addresses and names of developer and all parties to receive copies of subdivision correspondence.

A subdivision review fee is required for all plans submitted. The fee is $100.00 for the first lot and $25.00 for each additional lot with a maximum fee of $1500.00. **

Plan Submission Procedure:

1. Arkansas Licensed Designated Representative submits a copy of plans showing soil pit locations, house and lateral field locations along with soil data to the following:

   Sr. Environmental Health Specialist
   Arkansas Department of Health
   3270 Wimberly Drive
   Fayetteville, AR 72703
   479-571-0730
   OR via email: Kyle.krievans@arkansas.gov
   (note: we can only print up to 11" X 17")

2. Senior Environmental Health Specialist conducts site evaluation and writes approval letter.

3. DR or Developer submits three (3) copies of all plans for Engineering, the Senior EHS approval letter, detailed plans for water lines (if using PWS), a Cost Estimate Worksheet and a check for the plan review fee to the following for final approval:

    Arkansas Department of Health
    Engineering Section
    4815 West Markham Street
    Slot 37
    Little Rock, AR 72205

****Do not bring review fee check to the local health unit****

Example of Drawing Needed:



Checklist for Submission of Plans

Plan Review

- ☐ Name of Subdivision and legal description.
- ☐ Directions and a vicinity map.
- ☐ Soil morphology information included for each pit (SWT, depth to bedrock, etc.)
- ☐ Loading rates for each soil pit listed.
- ☐ Layout of lot boundaries, streets, easements, all topographical features and flood level of the area.
- ☐ Lots are numbered
- ☐ Proposed house locations shown. Indicate number of bedrooms.
- ☐ The primary and secondary areas are drawn and labeled on the plat for each lot.
- ☐ Soil pit locations identified.
- ☐ Contour lines at 5 to 20 ft intervals on plat
- ☐ Water source indicated.
- ☐ For lots utilizing individual wells: each well must be minimum 50 ft from any property line and 100 ft from absorption areas.
- ☐ For lots utilizing geothermal wells: open loop wells must maintain a 100 ft setback; closed loop systems 50 ft setback to primary and secondary areas.
- ☐ Other features indicated such as existing structures, wells, streams, ponds, utilities, sinkholes, detention ponds, flowage easements, etc.
- ☐ Flood level determination.

Field Review

- ☐ Clear directions to the site.
- ☐ Lot lines are flagged/staked and labeled.
- ☐ Soil test pits are flagged and labeled.
- ☐ The corners of the primary and secondary areas are flagged on contour and labeled.
- ☐ Minimum 1 soil pit per absorption field.
- ☐ Provided soil info and general plans to Sr. EHS.
- ☐ Site is accessible.

MISC:

- ☐ Lots that are "unsuitable" have been incorporated in to other lots (i.e. cannot designate Lot 9 as unbuildable).
- ☐ Areas designated as green space, common property, community space, etc. are clearly identified and <u>not</u> assigned a lot number.
- ☐ No surface discharge systems.
- ☐ Lots are not to be sized utilizing interceptor drains, capping fill, drip dispersal or experimental systems for the purpose of minimum lot size determination.
- ☐ On lots less than 3 acres, soils shall have a minimum 13 inch depth to a BSWT, 18 inches to a MSWT and 24 inches to a LSWT.
- ☐ Capping Fill Systems may be used to overcome separation to bedrock only.
- ☐ Must meet minimum horizontal distances as outlined in Sec. 6.2.

Corbitt Environmental Consulting
P.O. Box 937
Lowell, AR 72745
(479) 466-6183

Date: May 17, 2022

To: Cooper Communities
903 N 47th St.
Rogers, AR. 72756

Project and location: Gordon Hollow Dr. Bella Vista, AR.

Subject: Seasonal Water Table Depths & Loading Rates

Below is a list of the preliminary soil test results with loading rates for individual sewage disposal systems.

Soil loading rates provided are for standard individual sewage disposal systems with .75 being the highest or best number possible. Therefore, the lateral field size gets larger the smaller the loading rate number is.

In addition, the information above will have to be reviewed by the Arkansas Department of Health and verified on site before any permit or approval for the use of these soils for an individual sewage disposal system can be granted. The soil in other areas of the property could be more or less suitable.

All the pits tested had acceptable loading rates for standard type septic systems. If you have any questions, please feel free to email me or give us a call.

Sincerely,

Mark Corbitt

Mark Corbitt,
Designated Representative #0905238
Corbitt Environmental Consulting

Rebecca Corbitt

Rebecca Corbitt,
Professional Soil Classifier, #60
Corbitt Environmental Consulting

Corbitt Environmental Consulting
P.O. Box 937
Lowell, AR 72745
(479) 466-6183

Date: May 17, 2022

To Benton County Health Department
Attn.: Kyle Krievans
3270 Wimberly Drive
Fayetteville, AR 72703

Project and location: Gordon Hollow Dr. Bella Vista, AR.

Subject: Seasonal Water Table Depths & Loading Rates

Attached is a copy of the plat with rough soil test pit locations for this proposed 13 lot subdivision for the O'niell Subdivision. The all lots were found to have acceptable soil loading rates for individual sewage disposal systems.

The attached boundary survey shows the proposed lot #'s. If you have any questions, please feel free to email or give us a call.

Sincerely,

Mark Corbitt

Mark Corbitt,
Designated Representative #0905238

Rebecca Corbitt

Rebecca Corbitt,
Designated Representative, #1136373
Professional Soil Classifier #60

Soil Morphology Determinations for Individual Sewage Disposal Systems
Soil Test Pit information, Seasonal water table depths, and loading rates

Lot 1:

South Pit-Primary
>36″ to Bedrock
23″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

North Pit-Alternate
>36″ to Bedrock
20″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

Lot 2:

East Pit-Primary
>36″ to Bedrock
30″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

West Pit- Alternate
>36″ to Bedrock
28″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

Lot 3:

East Pit-Primary
>36″ to Bedrock
28″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

West Pit-Alternate
>36″ to Bedrock
24″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

Lot 4:

East Pit-Primary
>36″ to Bedrock
There were no Seasonal
Water Tables found.
Loading Rate 8′ = .75
Loading Rate 10′= .75

West Pit-Alternate
>36″ to Bedrock
There were no Seasonal
Water Tables found.
Loading Rate 8′ = .75
Loading Rate 10′= .75

Lot 5:

East Pit-Primary
>36″ to Bedrock
There were no Seasonal
Water Tables found.
Loading Rate 8′ = .75
Loading Rate 10′= .75

West Pit- Alternate
>36″ to Bedrock
30″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

Lot 6:

East Pit-Primary
>36″ to Bedrock
28″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

West Pit- Alternate
>36″ to Bedrock
30″ Moderate Duration
Loading Rate 8′ = .71
Loading Rate 10′= .75

Lot 7:

East Pit-Primary
>36″ to Bedrock
30″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

West Pit- Alternate
>36″ to Bedrock
36″ Brief Duration
Loading Rate 8′ = .75
Loading Rate 10′= .75

Lot 8:

East Pit-Primary
>36" to Bedrock
26" Moderate Duration
Loading Rate 8' = .57
Loading Rate 10'= .64

West Pit-Alternate
>36" to Bedrock
26" Brief Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

Lot 9:

East Pit-Primary
>36" to Bedrock
29" Brief Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

West Pit -Alternate
>36" to Bedrock
34" Brief Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

Lot 10:

East Pit-Primary
>36" to Bedrock
44" Brief Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

West Pit -Alternate
>36" to Bedrock
34" Brief Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

Lot 11:

East Pit-Primary
>36" to Bedrock
31" Moderate Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

West Pit-Alternate
>36" to Bedrock
18" Brief Duration
Loading Rate 8' = .73
Loading Rate 10'= .75

Lot 12:

East Pit-Primary
>36" to Bedrock
18" Brief Duration
Loading Rate 8' = .73
Loading Rate 10'= .75

West Pit -Alternate
>36" to Bedrock
28" Brief Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

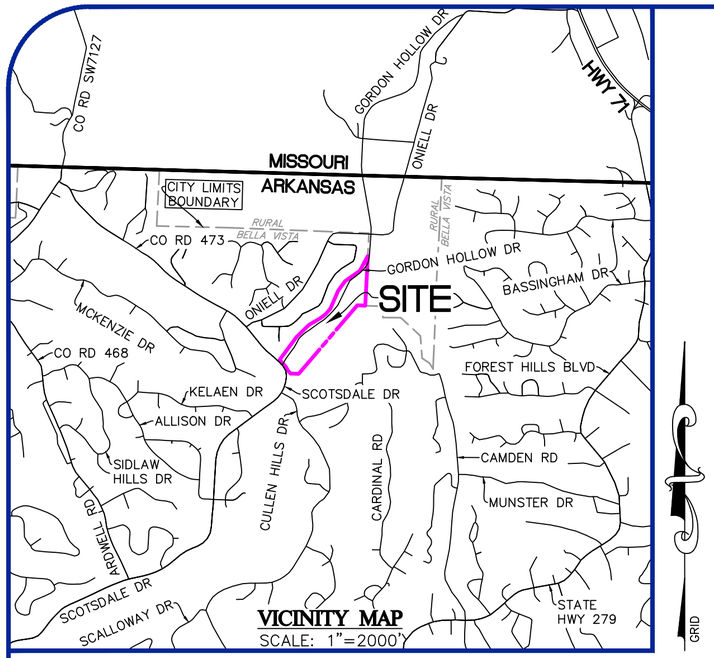
Lot 13:

East Pit-Primary
>36" to Bedrock
There were no Seasonal
Water Tables found.
Loading Rate 8' = .75
Loading Rate 10'= .75

West Pit -Alternate
>36" to Bedrock
31" Brief Duration
Loading Rate 8' = .75
Loading Rate 10'= .75

GORDON HOLLOW SUBDIVISION: SUBDIVISION PLANS WITH INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

PART OF THE SE1/4 SW1/4, THE SW1/4 SE1/4, AND THE NW1/4 SE1/4, SECTION 17, TOWNSHIP 21 NORTH, RANGE 31 WEST BELLA VISTA, BENTON COUNTY, ARKANSAS



OWNER:
COOPER COMMUNITIES, INC.
903 N 47TH STREET
ROGERS, AR 72756
P: (479) 246-6500

SURVEYOR:
ANDERSON ENGINEERING, INC.
5311 W VILLAGE PKWY
ROGERS, AR 72758
P: (479) 286-8181

NOTES

1. THESE PLANS ARE BASED UPON A PRELIMINARY PLAT OF GORDON HOLLOW SUBDIVISION TO THE CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS. THE TOTAL NUMBER OF LOTS IS 13, PLUS COMMON PROPERTY.
2. PARENT TRACT IS LOCATED WITHIN THE CITY LIMITS OF BELLA VISTA. A PORTION OF THE PARENT TRACT IS SHOWN AS RESERVED PROPERTIES ON THE RECORD PLAT OF ONIELL SUBDIVISION – BLOCKS 1 THRU 4, RECORDED AT PLAT BOOK S7, PAGE 223 (ONIELL_SUB_B) IN THE LAND RECORDS OF BENTON COUNTY; HOWEVER, SAID RESERVED PROPERTIES ARE NOT A PART OF SAID PLAT PER NOTE 4 OF SAID PLAT.
3. THIS SURVEY MEETS THE 2020 "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS", WHICH IS ALSO KNOWN AS "STANDARDS OF PRACTICE NO. 1".
4. BASIS OF BEARINGS: GRID NORTH OF THE ARKANSAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH ZONE ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000).
5. BASIS OF ELEVATIONS: NAVD88 (GEOID18) ESTABLISHED BY OPUS REFERENCE FRAME: (2011)(EPOCH: 2010.0000).
6. SOURCE OF INFORMATION FOR VERTICAL RELIEF WAS A SHAPEFILE OF CONTOURS DOWNLOADED FROM THE BENTON COUNTY GIS DATA DOWNLOAD WEBSITE AT HTTPS: //GIS.BENTONCOUNTYAR.GOV/DOWNLOADS/INDEX.HTML (SOURCE: 2015 LIDAR DATA; DATE CREATED: 09/16/2016; DATE DOWNLOADED: 10/11/2021; PRECISION: UNKNOWN). THE SURVEYOR MAKES NO WARRANTY AS TO THE ACCURACY OF THE CONTOURS SHOWN HEREON.
7. SITE BENCHMARK IS A 5/8–INCH REBAR WITH A CONTROL CAP LOCATED SOUTHWEST OF THE PARENT TRACT, ON THE SOUTHWEST SIDE OF SCOTSDALE DR; MORE SPECIFICALLY AT: N: 792630.91', E: 636575.93', EL: 1003.47'.
8. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
9. A TITLE COMMITMENT OR TITLE REPORT WAS NOT PROVIDED TO THE SURVEYOR. ALL KNOWN EXISTING EASEMENTS AFFECTING THE PARENT TRACT ARE SHOWN HEREON.
10. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
11. POTENTIAL WETLANDS MAY EXIST ON SUBJECT PROPERTY. SURVEYOR IS UNAWARE OF ANY PROGRESS TOWARDS OR COMPLETION OF A U.S. ARMY CORPS OF ENGINEERS WETLANDS DETERMINATION. A WETLANDS ASSESSMENT MAY BE REQUIRED PRIOR TO CONSTRUCTION.
12. PER THE CITY OF BELLA VISTA'S MASTER STREET PLAN, GORDON HOLLOW DR IS A COLLECTOR WITH A MINIMUM RIGHT OF WAY OF 60 FEET, AND THE ADJACENT SECTION OF SCOTSDALE DR IS A SUB–COLLECTOR WITH A MINIMUM RIGHT OF WAY OF 50 FEET. ACCESS FOR ALL LOTS IS RESTRICTED TO GORDON HOLLOW DR.
13. AT THE TIME OF SURVEY, SURVEYOR FOUND NO EXISTING STRUCTURES UPON THE PARENT TRACT. EXISTING UTILITIES ARE SHOWN HEREON.
14. THE ZONING CLASSIFICATION FOR ALL LOTS SHOWN HEREON, AS WELL AS TRACT A, IS R–1 (RESIDENTIAL, SINGLE–FAMILY DISTRICT) PER REZONING PETITION NO. 2021–38578 APPROVED BY ORDINANCE NO. 2021–18, RECORDED AS INSTRUMENT NO. L202149078 IN THE LAND RECORDS OF BENTON COUNTY.
15. SURVEYOR IS UNAWARE OF ANY EXISTING EROSION PROBLEMS ON–SITE OR WITHIN TWO HUNDRED FIFTY (250) FEET DOWNSTREAM FROM THE PROPERTY. AT THE TIME OF THE SURVEY, SURVEYOR FOUND NO EVIDENCE OF SILT CONTROL DEVICES.
16. SURVEYOR IS UNAWARE OF ANY POTENTIALLY DANGEROUS AREAS, INCLUDING AREAS SUBJECT TO FLOODING, SLOPE STABILITY, SETTLEMENT, EXCESSIVE NOISE, OR PREVIOUSLY FILLED AREAS. AT THE TIME OF THE SURVEY, SURVEYOR FOUND NO EVIDENCE OF ANY MEANS OF MITIGATING THE HAZARDS TO SUCH POTENTIALLY DANGEROUS AREAS, INCLUDING BUT NOT LIMITED TO, ABATEMENT WALLS AND SIGNAGE.
17. THE ENTIRE PARENT TRACT IS HEAVILY WOODED.
18. THE RIGHT OF WAY AND EASEMENTS ARE AS SHOWN (ON FINAL PLAT) AND ARE DEDICATED BY THE CERTIFICATE OF OWNERSHIP (ON FINAL PLAT).
19. ALL LOTS SHOWN HEREON TO BE SERVED BY INDIVIDUAL PRIVATE SEPTIC SYSTEMS. HOME BUILDER SHALL BE RESPONSIBLE FOR SEPTIC SYSTEM DESIGN AND PERMITTING.
20. EACH DEVELOPED LOT SHALL CONNECT TO AN APPROVED CENTRAL SEWER SYSTEM WITHIN 18 MONTHS OF AVAILABILITY TO THE LOT AND EACH LOT SHALL SHARE IN THE CONSTRUCTION COSTS FOR CONNECTION AS PRESCRIBED BY THE CITY COUNCIL.
21. ON–SITE SEPTIC SYSTEMS SHALL BE INSTALLED BY THE BUILDERS OF THE IMPROVEMENTS IN ACCORDANCE WITH REGULATIONS AND IN COMPLIANCE WITH THE STANDARDS OF THE ARKANSAS STATE DEPARTMENT OF HEALTH.
22. NO BUILDING OR STRUCTURE MAY BE ERECTED OVER OR WITHIN AN EASEMENT.
23. AT THE TIME OF SURVEY, SURVEYOR FOUND NO EVIDENCE OF EXISTING OR ABANDONED UNDERGROUND WELLS, SUMPS, CESSPOOLS, SPRINGS, WATER IMPOUNDMENTS, OR UNDERGROUND STRUCTURES.
24. AT THE TIME OF SURVEY, SURVEYOR FOUND MULTIPLE EXISTING CULVERTS CROSSING THE ADJACENT PORTION OF GORDON HOLLOW DR. EXISTING CULVERTS ARE SHOWN HEREON. REFER TO THE "PROPOSED DITCH NOTES" IN THE CONSTRUCTION PLAN SET FOR THE ROUTING OF FLOWS FROM THESE CULVERTS.
25. ANY FINISHED FLOOR ELEVATION (FFE) PROPOSED LOWER THAN STREET ELEVATION SHALL PROVIDE A DRAINAGE SWALE BETWEEN THE STREET AND HOUSE, TO ENSURE STORMWATER DOES NOT SHEET FLOW TOWARD HOUSE. NATURAL RAVINES WILL SUFFICE IN LIEU OF DRAINAGE SWALE, WHERE PRESENT.
26. THE EXISTING ASPHALT WIDTH OF GORDON HOLLOW DR IS 22.5 FEET, AND THE EXISTING ASPHALT WIDTH OF THE ADJACENT PORTION OF SCOTSDALE DR IS 21.5 FEET, AS SHOWN HEREON.
27. SURVEYOR IS UNAWARE OF ANY PREVIOUS OVERFLOW PROBLEMS OF SEWER IN THIS AREA.
28. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, A PORTION OF THE PARENT TRACT IS IN ZONE A, A SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATION (BFE), ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 05007C0060J, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 28TH, 2007. THE PORTION WITHIN ZONE A IS SHOWN HEREON. THE REMAINDER OF THE PARENT TRACT IS IN ZONE X, AN AREA OF MINIMAL FLOOD HAZARD. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THESE ZONES.

SURVEY DESCRIPTION OF PARENT TRACT

PART OF THE SW1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, AND PART OF THE SE1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION 17, S87°48'34"E 2636.07 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337" AT THE SOUTH 1/4 CORNER OF SAID SECTION 17, FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, S87°36'51"E 148.50 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID SOUTH LINE, N40°34'32"E 1682.05 FEET TO A FOUND 1/2–INCH REBAR ON THE NORTH LINE OF AFORESAID SW1/4 OF THE SE1/4; THENCE ALONG SAID NORTH LINE, S86°44'44"E 147.80 FEET TO A FOUND 1/2–INCH REBAR AT THE NORTHEAST CORNER OF SAID SW1/4 OF THE SE1/4; THENCE ALONG THE EAST LINE OF AFORESAID NW1/4 OF THE SE1/4, N03°02'27"E 928.35 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID EAST LINE, S34°21'31"W 20.34 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S28°01'04"W 291.96 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S54°46'00"W 337.94 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S35°56'35"W 219.83 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S23°24'58"W 365.03 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S40°47'50"W 134.71 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S52°26'34"W 114.81 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S59°21'13"W 256.91 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S45°53'34"W 321.77 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S36°29'20"W 529.48 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337" ON THE NORTHEAST RIGHT OF WAY OF SCOTSDALE DR; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, S42°20'20"E 139.62 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, 107.94 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21°28'54", A RADIUS OF 287.91 FEET, AND A LONG CHORD THAT BEARS S31°35'34"E 107.31 FEET TO A SET 5/8–INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY, S42°24'12"E 81.87 FEET TO THE POINT OF BEGINNING, CONTAINING 970,622 SQUARE FEET OR 22.28 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF GORDON HOLLOW DRIVE, AND SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

PHASE TABLE

PHASE 1:	LOTS 1 - 13 (13 LOTS)
	COMMON PROPERTY

BUILDING SETBACK TABLE

R–1 (RESIDENTIAL, SINGLE–FAMILY DISTRICT)

FRONT	20-FT
REAR	20-FT
SIDE (INTERIOR)	10-FT
SIDE (STREET)	15-FT

TABLE OF APPROVED TEST PITS

POINT NO.	TEST PIT NO.	NORTHING	EASTING
500	1A	792863.76	636740.58
501	1B	792832.52	636741.92
502	2A	792895.46	636800.15
503	2B	792851.56	636821.95
504	3A	793113.33	636937.95
505	3B	793107.74	636975.11
506	4A	793184.85	636934.42
507	4B	793194.97	636977.06
508	5A	793323.77	637086.30
509	5B	793307.84	637101.26
510	6A	793431.15	637198.24
511	6B	793414.31	637224.41
512	7A	793510.87	637355.12
513	7B	793494.61	637373.18
514	8A	793612.17	637463.75
515	8B	793592.08	637476.53
516	9A	793811.96	637602.60
517	9B	793790.55	637592.45
518	10A	793867.34	637657.75
519	10B	793845.50	637681.27
520	11A	794006.07	637783.64
521	11B	793980.59	637783.47
522	12A	794182.52	637918.78
523	12B	794197.57	637951.87
524	13A	794297.88	638001.65
525	13B	794290.39	638026.70

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING • GIS
5311 W VILLAGE PKWY • ROGERS ARKANSAS 72758 • PHONE (479) 286–8181

DRAWING INFO.
FIELD BY: CTH
DRAWN BY: KLM
CHECK BY: JEC
DATE: 10/03/22
FIELD BOOK:
JOB NUMBER: 21R020032

REVISIONS

NO.	DESCRIPTION	BY	DATE

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COOPER COMMUNITIES, INC.

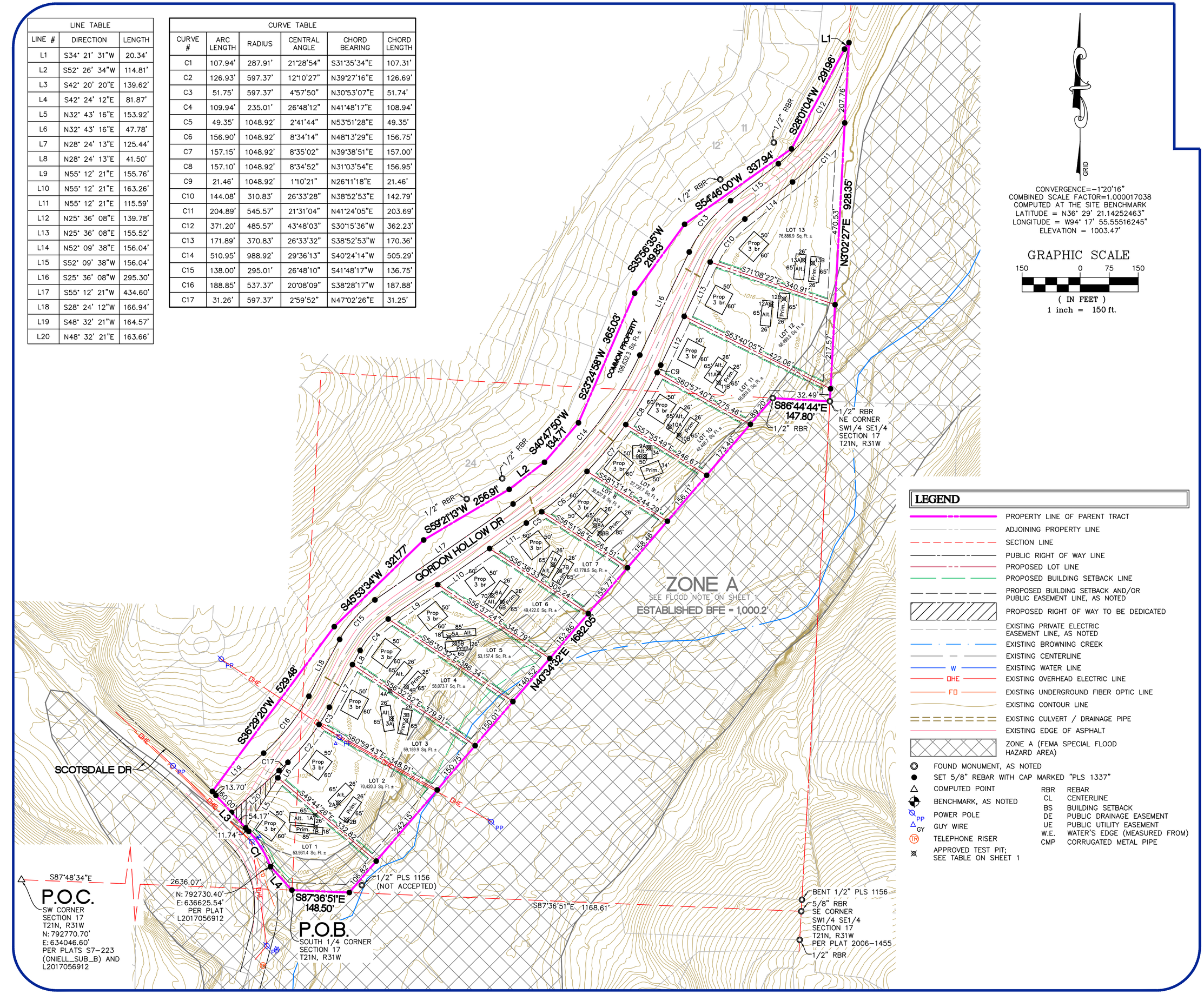
GORDON HOLLOW SUBDIVISION: SUBDIVISION PLANS WITH INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0278
SHEET NUMBER 1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S34° 21' 31"W	20.34'
L2	S52° 26' 34"W	114.81'
L3	S42° 20' 20"E	139.62'
L4	S42° 24' 12"E	81.87'
L5	N32° 43' 16"E	153.92'
L6	N32° 43' 16"E	47.78'
L7	N28° 24' 13"E	125.44'
L8	N28° 24' 13"E	41.50'
L9	N55° 12' 21"E	155.76'
L10	N55° 12' 21"E	163.26'
L11	N55° 12' 21"E	115.59'
L12	N25° 36' 08"E	139.78'
L13	N25° 36' 08"E	155.52'
L14	N52° 09' 38"E	156.04'
L15	S52° 09' 38"W	156.04'
L16	S25° 36' 08"W	295.30'
L17	S55° 12' 21"W	434.60'
L18	S28° 24' 12"W	166.94'
L19	S48° 32' 21"W	164.57'
L20	N48° 32' 21"E	163.66'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	107.94'	287.91'	21°28'54"	S31°35'34"E	107.31'
C2	126.93'	597.37'	12°10'27"	N39°27'16"E	126.69'
C3	51.75'	597.37'	4°57'50"	N30°53'07"E	51.74'
C4	109.94'	235.01'	26°48'12"	N41°48'17"E	108.94'
C5	49.35'	1048.92'	2°41'44"	N53°51'28"E	49.35'
C6	156.90'	1048.92'	8°34'14"	N48°13'29"E	156.75'
C7	157.15'	1048.92'	8°35'02"	N39°38'51"E	157.00'
C8	157.10'	1048.92'	8°34'52"	N31°03'54"E	156.95'
C9	21.46'	1048.92'	1°10'21"	N26°11'18"E	21.46'
C10	144.08'	310.83'	26°33'28"	N38°52'53"E	142.79'
C11	204.89'	545.57'	21°31'04"	N41°24'05"E	203.69'
C12	371.20'	485.57'	43°48'03"	S30°15'36"W	362.23'
C13	171.89'	370.83'	26°33'32"	S38°52'53"W	170.36'
C14	510.95'	988.92'	29°36'13"	S40°24'14"W	505.29'
C15	138.00'	295.01'	26°48'10"	S41°48'17"W	136.75'
C16	188.85'	537.37'	20°08'09"	S38°28'17"W	187.88'
C17	31.26'	597.37'	2°59'52"	N47°02'26"E	31.25'



GRID

CONVERGENCE=-1°20'16"
COMBINED SCALE FACTOR=1.000017038
COMPUTED AT THE SITE BENCHMARK
LATITUDE = N36° 29' 21.14252463"
LONGITUDE = W94° 17' 55.55516245"
ELEVATION = 1003.47'

GRAPHIC SCALE

150 0 75 150

(IN FEET)
1 inch = 150 ft.

LEGEND

- PROPERTY LINE OF PARENT TRACT
- ADJOINING PROPERTY LINE
- SECTION LINE
- PUBLIC RIGHT OF WAY LINE
- PROPOSED LOT LINE
- PROPOSED BUILDING SETBACK LINE
- PROPOSED BUILDING SETBACK AND/OR PUBLIC EASEMENT LINE, AS NOTED
- PROPOSED RIGHT OF WAY TO BE DEDICATED
- EXISTING PRIVATE ELECTRIC EASEMENT LINE, AS NOTED
- EXISTING BROWNING CREEK
- EXISTING CENTERLINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND FIBER OPTIC LINE
- EXISTING CONTOUR LINE
- EXISTING CULVERT / DRAINAGE PIPE
- EXISTING EDGE OF ASPHALT
- ZONE A (FEMA SPECIAL FLOOD HAZARD AREA)
- FOUND MONUMENT, AS NOTED
- SET 5/8" REBAR WITH CAP MARKED "PLS 1337"
- COMPUTED POINT
- BENCHMARK, AS NOTED
- POWER POLE
- GUY WIRE
- TELEPHONE RISER
- APPROVED TEST PIT; SEE TABLE ON SHEET 1

RBR	REBAR
CL	CENTERLINE
BS	BUILDING SETBACK
DE	PUBLIC DRAINAGE EASEMENT
UE	PUBLIC UTILITY EASEMENT
W.E.	WATER'S EDGE (MEASURED FROM)
CMP	CORRUGATED METAL PIPE

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING • GIS
5311 W VILLAGE PKWY • ROGERS ARKANSAS 72758 • PHONE (479) 286-8181

DRAWING INFO.	
FIELD BY:	CTH
DRAWN BY:	KLM
CHECK BY:	JEC
DATE:	10/03/22
FIELD BOOK:	
JOB NUMBER:	21R020032

REVISIONS			
NO.	DESCRIPTION	BY	DATE

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COOPER COMMUNITIES, INC.

GORDON HOLLOW SUBDIVISION:
SUBDIVISION PLANS WITH INDIVIDUAL
SEWAGE DISPOSAL SYSTEMS

CITY OF BELLA VISTA
BENTON COUNTY, ARKANSAS

DRAWING NO. NWA-100-0278

SHEET NUMBER 2 OF 2

Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Governor Asa Hutchinson

Renee Mallory, RN, BSN, Interim Secretary of Health

Jennifer Dillaha, MD, Director

Engineering Section, Slot 37 Ph 501-661-2623 Fax 501-661-2032
www.Healthy.Arkansas.gov/eng/ After Hours Emergency 501-661-2136

December 20, 2022

Anderson Engineering, Inc.
5311 W. Village Parkway
Rogers, AR 72758

RE: WS Ext & Septic Gordon Hollow Subdivision
Bella Vista POA – Benton County
Project 125517

Attn: Josh Collins

The plans and specifications for the above captioned project, received on December 7, 2022, have been reviewed and are hereby approved with the following conditions:

1. The Engineering Section relied upon the statements and representations made in the plans and specifications. In case any statement or representation in the aforementioned documents is found to be incorrect, this Approval may be revoked.
2. There shall be no deviation from the plans and specifications unless revised plans and specifications have been first submitted for review and written consent given.
3. The review and approval of the drawings and specifications were for functional and sanitary features and in no way constitute an analysis of the structural design.
4. If construction on this project is not started within one year of the date affixed hereto, this Letter of Approval is void.
5. Construction observation for this project shall be the responsibility of Anderson Engineering, Inc.
6. Water construction shall be in accordance with the *Standard Technical Specifications for Water Line Construction* for the Bella Vista Village Property Owners Association dated July 7, 2014.

The plans and specifications are being retained for our files. When submitting correspondence pertaining to this project, please include our reference number 125517.

Sincerely,

R Thompson

Raymond Thompson, P.E.
Engineer Supervisor
Engineering Section – ADH

RT:ap

Cc: Bella Vista POA
Benton County EHS

Washington County Health Unit
3270 Wimberly Dr.
Fayetteville, AR 72703

Attn: Marty Harris, State Plumbing Inspector
Attn: Kyle Krievans, NW Region Environmental Program Specialist

Corbitt Environmental Consulting
P.O. Box 937
Lowell, AR 72745

Recording Requested By:]
COOPER COMMUNITIES, INC.]
When Recorded Mail To:]
COOPER COMMUNITIES, INC.]
903 North 47th Street]
Rogers, AR 72756]
Attn: Gene Groseclos]

(Above space for Recorder's use)

PARTIAL RELEASE OF
UTILITY AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT CARROLL ELECTRIC COOPERATIVE CORPORATION, a corporation organized under and by virtue of the laws of the State of Arkansas, (" Carroll") by its VP, duly authorized, in consideration of the sum of One Dollar, is the Grantor in this document; and

WHEREAS, on August 18, 1946, Carroll received a right of way easement from A.M. Browning regarding a utility easement on and over the SE pt. NW SE and E pt SW SE Section 17, Twp. 21 N, Range 31 W containing 97 ½ acres more or less; and

WHEREAS, Cooper Communities, Inc. ('Grantee") is preparing to file the Final Plat of Gordon Hollow Subdivision, City of Bella Vista, Benton County, Arkansas drawn by Anderson Engineering and surveyed by James E. Collins dated 10/30/23 in the records in the office of the Circuit Court Clerk and Ex-Officio Recorder of Benton County, Arkansas ("Final Plat"); and

WHEREAS, under the aforementioned Final Plat, Carroll has retained a utility easement over a portion of the property reflected on that Final Plat between Lot 2 and Lot 3 of said Final Plat; and

WHEREAS, Carroll and Cooper Communities, Inc. have agreed that easement between said Lot 2 and Lot 3 on the Final Plat should be vacated and removed; and

NOW, THEREFORE, the Grantor, for the aforesaid consideration, does hereby release, vacate, terminate and quitclaim to Grantee that part of the easement which is between said Lot 2 and Lot 3 of Final Plat.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its VICE PRESIDENT on this 21st day of November, 2023.

(Signature on following Page)

CARROLL ELECTRIC COOPERATIVE CORPORATION

By: _____

Name: Kean W. Steely

Title: V.P. Engineering & Operations

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF CARROLL)

On this day before me, the undersigned, a Notary Public duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named KEAN W. STEELY to me personally well known, who stated that he was the of CARROLL ELECTRIC COOPERATIVE CORPORATION and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21ST day of November 2023.

_____

Notary Public

DALTON MOORE
NOTARY PUBLIC-STATE OF ARKANSAS
CARROLL COUNTY
My Commission Expires 02-15-2032
Commission # 12717996

NOTE: Cherokee Village Development Company, Inc., an Arkansas corporation, referred to in this document is now Cooper Communities, Inc., a Delaware corporation.

BELLA VISTA VILLAGE, UNIT ONE COVENANTS AND RESTRICTIONS

DATED MAY 18, 1965

DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cherokee Village Development Company, Inc., an Arkansas Corporation, hereinafter called the "Developer" is now the owner of the lands hereinafter described in ARTICLE II of this Declaration and all of which, with the exception of certain lots hereinafter referred to, are re-flected upon a plat prepared by J. F. Gore, Registered Professional Engineer, bearing the date of the 18th day of May, 1965, which plat referred to is filed contemporaneously with the filing of this Declaration in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and is of record in Plat Book D, page 100, and which plat is by reference made a part of this Declaration and likewise this Declaration is by reference made a part of said plat; and,

WHEREAS, Developer desires to create upon said lands and other additions as herein provided under ARTICLE II a residential and commercial community with public and private streets, roads, ways and lanes, as indicated upon the plat aforesaid, water system, lakes, golf course, playgrounds, permanent parks, and other common facilities and limited common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said public and private streets, roads, ways and lanes, as well as the water system, lakes, golf course, playgrounds, permanent parks and other common facilities; and, to this end, desires to subject the real property described in ARTICLE II together with such ad-ditions as may hereafter be made thereto (as provided in ARTICLE II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer is also the owner as aforesaid of certain lots reflected upon the Fourth Revised Map of Bella Vista, of record in Plat Book D, page 46, records aforesaid, which are described as Tract No. 1, in ARTICLE II, which it desires to bring within the plan of this Declaration subject to the "Dedication and Reservations" and other reservations and restriction upon said map and with the understanding said map shall not be considered a subdivision plat hereunder and that no other property including, but not limited to roads, streets, ways and drives, reflected upon said map shall in anywise be included within the plan of this Declaration or affected in any way thereby unless such lands shall be brought within the provisions of the Declaration as provided in Section 2, ARTICLE II; and

WHEREAS, Developer has deemed it desirable and necessary, for the efficient construction of the common facilities and the preservation of the values and amenities in said community that an agency be created to which should be delegated and assigned the powers of the construction, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer through its management has encouraged and participated in the organization of BELLA VISTA COUNTRY CLUB, hereinafter referred to as "Club", a nonprofit corporation organized and existing under and by virtue of the laws of the State of Arkansas, with its principal office located in Bella Vista Village, Arkansas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in ARTICLE II, and such additions thereto as may hereafter be made pursuant to ARTICLE II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words when used in this Dec-laration or any Supplemental Declaration, or upon the plat aforesaid, except the Fourth Revised Map of Bella Vista aforesaid, or any supplemental plat covered by this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Club" shall mean and refer to the Bella Vista Country Club.

(b) "The Properties" shall mean and refer to all such ex-isting properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the pro-visions of ARTICLE II hereof.

(c) "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of Owners of The Properties; and shall also mean and refer to any improvement designated by the Developer as Common Properties and intended to be devoted to the common use and enjoyment of owners of The Properties, and shall specifically include, but not to the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following:

Roads and Streets not dedicated to the Public,
Lakes,
Golf Course,
Permanent Parks,
Permanent Recreational Plots,
Water System.

By way of emphasis it is reiterated that Common Properties shall not mean any of the lands, lakes, parks, golf course, et cetera reflected upon the Fourth Revised Map of Bella Vista aforesaid.

(d) "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also those areas so designated from time to time by the Developer for the purposes aforesaid.

(e) "Roads and Streets" shall mean and refer to every way for passage by vehicle, whether or not dedicated to the Owners exclusively or to the general public, and whether or not known by the name of road, street, avenue, place, lane or other name. The designation shall not mean private driveways.

(f) "Utility Easement" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Utility Easements" or as may be provided in or by this Declaration, or any Supplemental Declaration.

(g) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties".

(h) "Lot" shall be the numbered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties. Also the numbered lots referred to under Tract No. 1, ARTICLE II.

(i) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(j) "Residential Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(k) "Living unit" shall mean and refer to any portion of a building situated upon The Properties designed and in-tended for use and occupancy as a residence by a single family.

(1) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.

(m) "Single Family Attached" shall mean and refer to any building containing one or more Living Units attached but each living unit located on a separate Parcel of Land.

(n) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of land.

(o) "A Parcel of Land" may be less than a lot, a single lot, more than a lot, or several lots, or a plot of land described by a metes and bounds description.

(p) "Owner" shall mean and refer to the Developer, any other record owner and the contract purchaser from the Developer, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties.

(q) "Member" shall mean and refer to all those per-sons or entities who are members of the Club as provided in ARTICLE. III, Section 1, hereof.

(r) "Associate Member" shall mean all those persons or entities who are associate members of the Club as pro-vided in ARTICLE III, Section 3, hereof.

ARTICLE II
Property Subject to This Declaration:
Additions Thereto

Section 1. Existing Property. The real property, which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of Benton, State of Arkansas, to-wit:

TRACT NO. 1:

The following lots as reflected upon the Fourth Revised Map of Bella Vista of record in Plat Book D. page 46, of the records in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and subject to the "Dedication and Reservations" and other res-ervations and restrictions upon said map and with the un-derstanding said map shall not be considered a subdivision plat hereunder and that no other property including, but not limited to, roads, streets, ways and drives reflected upon said map shall in any wise be included hereunder, and the lots referred to being as follows:

Lots A, 5, 7, 8, 10 through 38 both inclusive, 40, 42,43, 44, 46, 49, 51, 56, 57, 59, 60, 66, 71, 82, 86, 93, 94, 101, 102 and 103, Block 1;

Lots 25 through 32 both inclusive, and 36, 37 and 38, Block 4:

Lots 5, 6, 7, 8 and 9, Block 5;

Lots 5, 6, 10, 11, 12, 13 and 18 through 23 both inclusive, Block 7;

Lots 1, 2, 3, 4, and 7 through 34 both inclusive, Block 8; Lots 1, 2, 4, 5, 6, 9 through 23 both inclusive, 26, 27, 29 and 30, Block 9;

Lots 2, 3, 4, 5, 6, 12, 15, 16, 17, 18, 19, 23, 24, 25, 26 and 27 Block 10;

Lots A, B, I through 15 both inclusive, 17 through 27 both inclusive, 31 through 38 both inclusive, 52 through 73 both inclusive, Block 11;

Lots 3, 9, 25 through 33 both inclusive, 35 through 45 both inclusive, and 47 through 55 both inclusive, Block 12;

Lots 2, 3, 6, 7, 16, 18 and 19, Block 13;

Lots 1, 2, 3, 4, 8, 9 and 10, Block 14;

Lots 10, 17, 18, 21, 22, 23, 24, and 27 through 36 both inclusive, Block 15;

Lots 1 through 11 both inclusive, Block 16;

Lots 1 through 11 both inclusive, and 13 through 17 both inclusive, Block 17;

Lots 11, 12 and 13, Block 18;

Lots 1 through 5 both inclusive, and 7 through 14 both inclusive, Block 19;

Lots 6, 11, 12, 34, and 53 through 63 both inclusive, Block 20;

Lot 24, Block 21;

Lots 1, 2, and 4 through 11 both inclusive, Block 22;

Lots 18 through 23 both inclusive, 25, 26, 27, 28, 31,36 through 40 both inclusive, 42 and 43, Block 23;

Lots 18, 23 through 43 both inclusive, and 45 through 48 both inclusive, Block-32;

Lots A, 5, 7, 11, 12, 16 through 21 both inclusive, 23, 25 through 29 both inclusive, 35 through 43 both inclusive, 47 through 50 both inclusive, and E 'h of 52, Block 33;

Lots 6 through 24 both inclusive, Block 35;

Lots 1 through 13 both inclusive, and 15, Block 36;

Lots 19 through 22 both inclusive, 26, 27, 28, 33, 34, 39, 41, 44, 47, 48, 53 through 59 both inclusive, 62, 68 through 72 both inclusive, and 74 through 101 both inclusive, Block 38;

Lots 14 through 17 both inclusive, Block 39;

Lots 1 through 19 both inclusive, 22, 26, 27, 38 through 44 both inclusive, 46, and 47, Block 40;

Lots A, 1, and 3 through 7 both inclusive, Block 41; Lots 9 through 11 both inclusive, and 14, Block 42; Lots 1, 9, 10, 12, 14, 17, 18, 19, 22, and 32 through 41 both inclusive, Block 46;

Lots 1 through 8 both inclusive, Block 48;
Lots 2, 3, 4, 5, 7, 8, 9, 10, and 14 through 29 both inclusive, Block B;

Lots 1 through 43 both inclusive, Block D;

Lots 1 through 8 both inclusive, Block E;

Lots 1 through 20 both inclusive, Block H.

TRACT NO. 2:

A parcel of land lying in Sections 21 and 22, Township 21 North, Range 31 West of the Fifth Principal Meridian, Ben-ton County, Arkansas, more particularly described as fol-lows:

Beginning at the quarter section comer of Sections 21 and 22, Township 21 North, Range 31 West of the Fifth Prin-cipal Meridian, Benton County, Arkansas, thence South 65 degrees 38 minutes West, 673.82 feet to a point, said point being the point of beginning. Thence South 980.00 feet to a point; thence South, degrees 43 minutes East, 595.39 feet to a point, thence South 19 degrees 39 minutes East, 148.66 feet to a point; thence South 29 degrees 45 minutes East, 241.88 feet to a point; thence South 38 degrees.59 minutes East, 135.08 feet to a point; thence South 52 degrees 42 minutes East, 132.00 feet to a point; thence South 75 de-grees 58 minutes East, 164.92 feet to a point; thence North 18 degrees 52 minutes East, 618.22 feet to a point; thence North 82 degrees 48 minutes East, 917.24 feet to a point; thence South 29 degrees 45 minutes East, 201.57 feet to a point; thence South 55 degrees 26 minutes East, 143.07 feet to a point; thence South 45 degrees 00 minutes East, 95.00 feet to a point; thence South 65 degrees 00 minutes East, 160.00 feet to a point; thence South 7X degrees 21 minutes East, 40.84 feet to a point; thence North 29 degrees 24 min-utes East, 75.53 feet to a point; thence North 28 degrees 37 minutes East, 193.08 feet to a point; thence North 12 degrees 48 minutes East, 79.18 feet to a point; thence South 84 degrees 34 minutes East. 61.75 feet to a point; thence South 74 degrees 03 minutes East 137.74 feet to a point: thence South 62 degrees 06 minutes East,

229.21 feet to a point; thence North 39 degrees 48 minutes East, 41.04 feet to a point; thence South 62 degrees 06 minutes East, 35.00 feet to a point; thence South 84 degrees 00 minutes East, 120.00 feet to a point; thence North 1 degree 34 minutes West, 125.00 feet to a point; thence East, 78.31 feet to a point; thence North 14 degrees 00 minutes East, 61.97 feet to a point; thence North 23 degrees 38 minutes East, 87.32 feet to a point; thence North 34 degrees 17 minutes East, 133.13 feet to a point; thence North 39 degrees 22 minutes East, 252.23 feet to a point; thence North 28 degrees 37 minutes East, 125.31 feet to a point; thence North 19 de-grees 39 minutes East, 74.33 feet to a point; thence North 10 degrees 37 minutes West, 81.39 feet to a point; thence North 22 degrees 15 minutes West, 406.58 feet to a point; thence and on a curve to the left having a degree of curvature of 21 degrees 27 minutes 41 seconds, an arc distance of 90.94 feet, thence North 46 degrees 25 minutes West, 80.00 feet to a point; thence South 43 degrees 35 minutes West, 50.00 feet to a point, thence North 27 degrees 33 minutes West, 449.00 feet to a point; thence North 32 degrees 54 minutes East, 202.47 feet to a point; thence North 50 de-grees 26 minutes East, 180.59 feet to a point; thence North 39 degrees 30 minutes West, 255.00 feet to a point; thence North 50 degrees 30 minutes East, 135.00 feet to a point; thence North 36 degrees 28 minutes West, 170.19 feet to a point; thence South 71 degrees 22 minutes West, 445.97 feet to a point; thence South 77 degrees 54 minutes West, 96.90 feet to a point; thence North 8 degrees 45 minutes West, 97.44 feet to a point; thence North, 16.94 feet to a point; thence West, 185.00 feet to a point; thence North 41 degrees 03 minutes West, 205.53 feet to a point; thence North 89 degrees 33 minutes West, 635.02 feet to a point; thence South 71 degrees 34 minutes West, 189.74 feet to a point; thence South 55 degrees 11 minutes West. 280.15 feet to a point; thence South 89 degrees 23 minutes West, 338.48 feet to a point, thence North 37 degrees 38 minutes West, 170.00 feet to a point; thence South 52 degrees 22 minutes West, 9.77 feet to a point; thence North 37 degrees 38 min-utes West, 125.00 feet to a point; thence South 52 degrees 22 minutes West, 236.91 feet to a point; thence South 73 de-grees 04 minutes West, 42.60 feet to a point; thence South 52 degrees 22 minutes West 53.62 feet to a point; thence South 30 degrees 15 minutes West, 204.11 feet to a point; thence South, 67.34 feet; thence along a curve to the left, having a degree of curvature of 11 degrees 53 minutes, 51 seconds an arc distance of 100.73 feet to a point; thence East, 40.00 feet to a point; thence South, 80.00 feet to a point; thence East 10.00 feet to a point; thence and on a curve to the right having a degree of curvature of 5 degrees 51 min-utes 36 seconds an arc distance of 145.54-feet to a point; thence South 3 degrees 11 minutes West, 206.06 feet to a point; thence South 77 degrees 03 minutes West, 182.75 feet to a point; thence South 35 degrees 00 minutes West, 55.00 feet to a point; thence North 51 degrees 36 minutes West, 207.05 feet to the point of beginning and containing in all 156.26 acres, more or less.

Section 2. Additions to Existing Property. Additional lands of the Developer may become subject to this Decla-ration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such additions are in accord with the General Plan of Development which has been prepared and heretofore made public prior to the date of this Declaration and prior to the sale of any Lot, and provided such proposed additions, if made, will become subject to assessment for their just share of Club expenses. UNDER NO CIRCUMSTANCES shall this Declaration or any Supplemental Declaration or such General Plan bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of land shown upon such Gen-eral Plan, or in anywise preclude the Developer, its succes-sors and assigns, from conveying the lands included in the General Plan, but not having been made subject to this Dec-laration or any Supplemental Declaration as herein pro-vided, free and clear of such Plan, as well as free and clear of this Declaration or any Supplemental Declaration.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, includ-ing the Developer of Lots and Living Units in such additions shall immediately be entitled to all privileges herein pro-vided.

(c) Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Dec-laration. In no event, however, shall such Supplementary
Declaration revoke, modify and add to the covenants established by this Declaration within the Existing Property.

Section 3. Additions Limited to Developer.
No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to the cove-nants and restrictions contained in this Declaration, unless the Developer, its successors and assigns, shall indicate in writing to the Club that such additional lands may be in-cluded hereunder.

ARTICLE III
Membership and Voting Rights in the Club

Section 1. Membership. The Developer, its successors and assigns. shall be a member of the Club so long as it shall be the record owner of a fee, or an undivided fee, interest in any lot or Living Unit which is subject by covenants of record to assessment by the Club, and the Developer shall also be a member until it is paid in full for every such Lot or Living Unit which it shall sell. Also, every person or en-tity who is a record owner of a fee, or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Club and who shall have paid the Developer in full for the purchase price of the Lot or Liv-ing Unit shall be a member of the Club. provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of all obli-gation shall not be a member.

Section 2. Voting Rights. Every member of the Club shall be entitled to one vote in the election of directors of the Club, but for all other purposes there shall be two classes of voting memberships:

Class A. Class A members shall be all those persons or entities as defined in Section 1 with the exception of the Developer, who have paid the Developer in full for the purchase price of the Lot or Living Unit. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. Class B member shall be the Developer. The Class B member shall be entitled to ten votes for each Lot or Living Unit of which it is the record owner and which is subject by covenants of record to assessment by the Club until it shall have conveyed the Lot or Living Unit by deed to a purchaser and shall have been paid in full for such Lot or Living Unit. The Developer shall continue to the right to cast votes as aforesaid (ten votes for each Lot or Living Unit) even though it may have contracted to sell the Lot or Living Unit or may have same under a mortgage or deed of trust.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 3. Associate Members. Every person or entity who has entered into a contract of purchase with the Devel-oper covering a Lot or Living Unit which is subject by cove-nants of record to assessment by the Club and who has not paid the Developer in full for the purchase price of the Lot or Living Unit shall be an associate member of the Club. An associate member shall be entitled to all of the privileges of a member except the right to vote in the election of di-rectors, or otherwise. Rescission of a contract of purchase by Developer for any reason shall terminate the associate membership or memberships incident to the contract of pur-chase rescinded.

ARTICLE IV
Utility Easements

Section 1. Reservations of Utility Easements. Developer, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable an releasable easement, privilege and right on, over and under the ground as hereinafter designated of The Properties to erect, main-tain and use electric and telephone poles, wires, cables, con-duits, water mains, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and dis-posal purposes or for the installation, maintenance, trans-mission and use of electricity, telephone, gas, lighting, heat-ing, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Properties upon The Properties and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of The Properties (whether such easement are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 5-foot strip at the back of each lot of The Properties and on, in, over and under a 5-foot strip along the interior of all side lot lines of each lot of The Properties and on, in, over and under a 5-foot strip at the front of each Lot of The Properties. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privi-leges, easements, and rights referred to in this Section. The owners other than the Developer, of the lot or lots subject to the privileges, rights and easements referred to in this Section I shall

acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of The Properties, are and shall remain private easements and the sole and exclusive property of the Developer and its suc-cessors and assigns.

ARTICLE V
Reserved Properties

Section 1. Real Properties Designated as "Reserved Properties" are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as "Reserved Proper-ties", shall remain the privately owned and the sole and ex-clusive property of the Developer, its successors and grant-ees, if any, of said areas or any portion of same, and neither this Declaration or any Supplemental Declarations or the plats in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Sup-plemental Declaration as provided in ARTICLE II hereof.

Section 2. Utilities Reserved from Declaration.
Utilities, except the water system, are specifically reserved unto the Developer. It is contemplated utilities for the Properties with the exception of the water system shall be fur-nished by companies so engaged in the vicinity of The Prop-erties and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the Developer, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to:

Natural, Liquified or Manufactured Gas System,

Electrical System,

Telephone System,

Antenna Television Transmission and

Distribution Facilities and System.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated to do so, organize a company, or companies, to furnish such util-ity services, and shall have the right to enter into agreements with such company, or companies, to furnish the utility services reserved, or any of them, even though such com-pany, or companies, so organized shall be wholly or par-tially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with eco-nomic feasibility to so provide same.

ARTICLE VI
Plan for Construction and Maintenance of Common Properties

Section 1. Water System. It is contemplated the water system shall be constructed by the Developer but will be a part of the Common Properties. However, the Developer shall be the sole judge as to the time when the water system shall be constructed and shall also be the sole judge as to when such system shall be extended from time to time. In the event the Developer shall decide it is not economically feasible to extend the water system to a particular area, it shall not be obligated to do so. The cost of the maintenance, capital improvements, operation, taxes and other expenses incident to the water system, and operation of same, shall be paid from assessments against each Lot and Living Unit as herein provided and from charges made to Owners for furnishing such service at such prices as shall be fixed from time to time by the Board of Directors of the Club. It is spe-cifically provided that the water service will not be fur-nished to the public for compensation, and to the contrary such water service will be limited to Owners, as herein de-fined, and in the event the water service is made available to other than Owners, there will be no charge to such per-sons or entities, unless the Club shall have complied with the applicable Arkansas law relative to the sale of water to the public for compensation.

Section 2. Roads and Streets. It is contemplated the roads and streets shall be constructed by the Developer and that those roads and streets which are not dedicated to the general public will be a part of the Common Properties. However, the Developer shall be the sole judge as to when such roads and streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the roads and streets will be improved. In the event the Developer shall decide it is not economically feasible to extend improved roads or streets to a particular area, it shall not be obligated to do so.

The cost of mainte-nance, capital improvements, operation, taxes and other ex-penses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, shall be paid from assessments against each Lot and Living Unit as herein provided.

Section 3. Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots. It is contemplated the Developer shall construct the Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots. The cost of maintenance, capital improvements operation, taxes and other expenses incident to these Common Properties shall be the obligations of the Club, and shall be paid from as-sessments against each Lot and Living Unit as herein pro-vided, and also from fees for the use of the Common Prop-erties. The Developer shall be the sole judge as to the time when such Lakes, Golf Course, Permanent Parks and Per-manent Recreational Plots shall be constructed, and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same.

ARTICLE VII
Plan for Construction and Maintenance of Limited Common Properties

Section 1. Construction and Maintenance. The Developer shall construct the roads and streets to the extent of cutting, grading and graveling the roads and streets so that vehicles may traverse same. All other construction and maintenance, including payment of taxes, as to the Limited Common Properties shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. In order to perform such construction and maintenance the owners of the Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties may organize a non-profit corporation to be limited to membership to those owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Proper-ties and the non-profit corporation shall have all of the pow-ers, including the power to levy assessments against particu-lar Lots and Living Units in order to obtain funds, as the Club has which are referred to in this Declaration.

Section 2. Upon the failure of the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the construction and maintenance of the particular Limited Common Prop-erties, the Club may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

ARTICLE VIII
Property Rights of the Common Properties

Section 1. Members' and Associate Members' Easement of Enjoyment. Subject to the provisions of ARTICLE IV hereof and Section 3 of this ARTICLE VIII, every mem-ber and associate member, so long as the associate mem-bership shall continue, shall have a right and easement of enjoyment in and to the Common Properties and such ease-ment shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer shall convey the Common Properties to the Club after the construction of same is completed, or at an earlier time.

Section 3. Extent of Members' and Associate Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and/or the Club to borrow money for the purpose of constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering said properties. In the event of default upon any such mortgage the lender shall have a right, after taking possession of such properties to charge service or use charges, admission and other fees as a condition to continued enjoyment by the Members and Associate Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Club and all rights of the Members and Associate Members shall be fully restored; and

(b) the right of the Club to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Club to suspend the enjoyment rights of any Member or Associate Member for any period during which any assessment, service or use charge remains unpaid, and for any period not to ex-ceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Club to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and

(e) the right of the Club to make the golf course and the lakes available by lease, or otherwise, subject to subparagraph (g) hereof, to another country club, which shall be a non-profit corporation with the right of the other country club to charge dues to members and associate members and permit persons who are not members or associate members to become members of the other country club for a membership payment and also for payment of dues, and with the understanding the other country club shall have the right to make rules and regulations which shall be enforceable as to members and associate members; and

(f) the right of the Club to limit the number of members or associate members per Lot or Living Unit who may be entitled to the benefit of the easement of enjoyment as to the Common Properties by reason of ownership of contract of purchase of a Lot or Living Unit; and

(g) the right of the Developer until all Lots and Living Units located within The Properties shall have been sold to make use of the Common Properties to encourage sales; and

(h) the right of individual members and associate members to the exclusive use of parking spaces as provided in Section 4 hereof; and

(i) the right of the Club to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless such action shall be approved by a vote of 51 % of the votes of each class of member ship, and unless written notice of the proposed agree-ment and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

Section 4. Parking Rights. Subject to reasonable rules and conditions, the Club shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of members or associate members residing therein, their fami-lies and guests. The use of such space by any other member, associate member, or person may be enjoined by the Club or the members or associate members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Club shall be appurte-nant to and shall pass with title to each Living Unit.

ARTICLE IX
Property Rights of the Limited Common Properties

Section 1. Owners' Easement of Enjoyment. Lands designated upon plats as "Limited Common Properties", and also as may be so designated from time to time by the Developer, shall be devoted to the common use and enjoy-ment of the owners of specifically designated Lots and Liv-ing Units to the exclusion of the common use and enjoyment of other owners of Lots and Living Units upon The Prop-erties. The owners of the specifically designated Lots and Living Units, subject to ARTICLE IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be ap-purtenant to and shall pass with every such specifically des-ignated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until the owners of Lots and Living Units entitled
to the easement of enjoyment as to the particular Limited Common Properties shall have constructed the permanent improvements thereon and provided for maintenance of same. At such time the Developer shall convey the title to the particular Limited Common Properties to such entity as the owners shall direct, and on failure of the owners to per-form or direct the conveyance of the title as to the particular Limited Common Properties, then the Developer shall con-vey to the Club and it shall perform as provided in Section 2, ARTICLE VII hereof.

ARTICLE X
Covenant for Maintenance Assessments

Section 1. Creation of Lien. The Developer for each Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, or by entering into a con-tract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of charges; (2) special assessments for capital improvements, such assess-ments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assess-ments, together with such interest thereon

and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied hereunder by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, serv-ices and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the im-provements situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and super-vision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of roads and streets within The Properties, even though same have been dedicated to the public.

Section 3. Basis and Maximum of Annual Assess-ments. Until the year beginning January 1970, the annual assessment shall be $60.00 per Lot or Living Unit. From and after January 1, 1970, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years. Unless the annual assessment shall be increased as aforesaid, it shall remain at $60.00 per Lot or Living Unit.

The Board of Directors of the Club may, after consideration of current maintenance costs and future needs of the Club, fix the actual assessment for any year at a lesser amount. Likewise, the Board of Directors of the Club may, after consideration of the lack of improvements as to lots in a cer-tain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

Section 4. Special Assessments for Capital Improve-ments. In addition to the annual assessments authorized by Section 3 hereof, the Club may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roads and streets within The Properties, even though same may have been dedicated to the public, and also a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 % of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The Board of Directors of the Club may, after consideration of lack of improve-ments as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

Section 5. Change in Basis of Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Club may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of 51 % of the votes of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in ad-vance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The Quorum of any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast 50% of all votes of each class of membership shall constitute a quorum. If the required quo-rum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sec-tions 4 and 5, and the required quorum at any such subse-quent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 90 days following the pre-ceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Club to be the date of commencement.

The first annual assessments shall be for the balance of the calendar year and shall be apportioned over the remain-ing months of such calendar year, and payments shall be payable on the 1 st day, or such other day as may be fixed by the Board of Directors of the Club, of each month for the remainder of the calendar year. The assessments for any year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Di-rectors of the Club, of January of said year, and shall be ap-portioned over 12 months and the first payment shall be pay-able on such day of January as fixed aforesaid and the remaining payments payable on the same day of each month thereafter for the remainder of the year. In the event of de-fault as to a monthly

payment, and if the default is not reme-died within 30 days, the Club shall have the option of de-claring the assessment for the entire year due and payable.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assess-ment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assess-ment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such as-sessment, and it shall also be payable monthly with the same option on the part of the Club in the event of default.

Section 8. Duties of the Board of Directors. The Board of Directors of the Club shall fix the date of com-mencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Owner.

Written notice of the assessment may thereupon be sent to every Owner subject thereto. The Club shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Club, setting forth whether said assessments have been paid. Such certificate shall be con-clusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Delegation of Collection of Assessment. The Club may delegate the collection for its use and benefit (Club) of the assessments herein provided to the Developer, its successors and assigns. Due to the common interest of the Developer and the Club,,the Club in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit.

Section 10. Effect of Non-Payment of Assessment; The Lien; Remedies of Club. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Club to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a con-tinuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid as provided in Section 7 and the Club shall declare the entire assessment due and pay-able, the assessment shall bear interest from date of delinquency at the rate of 6 % per annum, and the Club may fore-close the lien against said property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judg-ment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action .

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be sub-ordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the properties subject to as-sessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter be-coming due, nor from the lien of any such subsequent as-sessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the as-sessments, charge and lien created herein:

Common Properties,
Limited Common Properties,
Utility Easements and all other Easements,
Reserved Properties Utilities,
Golf Course and Lake or Lakes,
if constructed by Developer.

ARTICLE XI

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing lines between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of his Articles, the gen-eral rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omis-sions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casu-alty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in propor-tion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the de-cision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE XII
Architectural Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of ex-ternal design and location in relation to surrounding structures and topography by the Board of Directors of Devel-oper, or by an Architectural Control Committee composed of 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XIII
Exterior Maintenance

Section 1. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds the Developer or the Club may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under ARTICLE X hereof and, as part of such annual assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in ARTICLE X hereof. Upon collection by the Club, the cost shall be paid to Developer, if the Developer has performed the work.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this ARTICLE XIII, the Developer or the Club through its respective duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIV
Protective Covenants

Attached hereto as "Exhibit 1 "and made a part hereof as fully as though contained herein word for word are the protective covenants relative to The Properties as well as any other lands which may be added as provided in ARITCLE II hereof. Every provision of this Declaration shall apply as fully as to the protective covenants as if same were set forth herein word for word.

ARTICLE XV
General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 26 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then-Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For pur-poses of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however. that no such agreement to change shall be effective unless made and recorded 3 years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Notices. Any notice given or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Club at the time of such mailing.

Section 3. Enforcement. Enforcement of these cove-nants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assignment Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or ob ligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immedi-ately be released and discharged as to any and all liability incident to such reservation, right or obligation.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall re-main in full force and effect.

IN WITNESS WHEREOF, CHEROKEE VILLAGE DEVELOPMENT COMPANY, INC. joined by BELLA VISTA COUNTRY CLUB for the purposes of indicating its agreement to perform the obligations placed upon it by this instrument, have caused this Declaration to be executed by their respective corporate officers, who are duly author-ized to so execute same, in multiple counterparts, any one of which shall be deemed an original, this 18 day of May, 1965.

CHEROKEE VILLAGE
DEVELOPMENT COMPANY. INC.
By: JOHN A. COOPER
President

ATTEST:

MILDRED B. COOPER
Secretary

BELLA VISTA COUNTRY CLUB
By: JOHN A. COOPER, JR.
President

ATTEST:

EDWIN J. PEASE
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named JOHN A. COOPER and MILDRED B. COOPER, to me personally well known, who stated that they were the Presi-dent and Secretary of Cherokee Village Development Com-pany, Inc., an Arkansas corporation, and were duly author-ized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corpora-tion, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of May, 1965.

JOSEPHINE R. HEYLAND
Circuit Clerk

By: ELLEN CASEY, D.C.

My commission expires:

Term of office

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named JOHN A. COOPER, JR. and EDWIN J. PEASE to me personally well known, who stated that they were the President and Secretary of BELLA VISTA COUNTRY CLUB, an Arkansas corporation, and were duly authorized in their re-spective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed. executed and delivered said foregoing instrument for the considera-tion, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of May, 1965.

JOSEPHINE R. HEYLAND
Circuit Clerk

By: ELLEN CASEY, D.C.

My commission expires:

Term of office

PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Existing Properties except the Lots referred to under Tract No. 1, ARTICLE II. Same shall also apply to additions to Existing Properties unless the Developer shall specifically except from these Protective Cove-nants such additions or a portion thereof in the Supplemen-tal Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A.C.C., is alluded to in these Protective Covenants it shall mean either the Board of Directors of the Developer or the Architectural Control Committee appointed by the Board of Directors pursuant to ARTICLE XII of the Declaration. The provisions of ARTICLE XII of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE XII of the Declaration.

3. Amendment, Rescission or Additions. The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for Single Living Units".

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multi-family Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to mini-mum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a MULTIFAMILY structure. Provisions of ARTICLE XII shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots.

5. Resubdivision. No lot so designated shall be re-subdivided except upon written approval of the A.C.C.

6. Temporary Structures. No structure of a temp-orary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. Setbacks. No building shall be placed closer to the Roads and Streets than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship. upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

8. Side Yards. Where Lots are zoned as Residential the following shall apply:

(a) A Single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 5 feet, except where such restriction creates an undue hard ship upon the Owner the A.C.C. may modify this restriction so as to alleviate the hardship;

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.

(c) There shall be no requirement as to a side yard where Multifamily structures are involved, and subject to approval by the A.C.C., Multifamily structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to location of Commercial structures upon Lots where such struc-tures are permitted subject to paragraphs numbered 4 and 7 hereof.

9. Land Near Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission

of the A.C.C. is first obtained. Likewise, by written permission of the A.C.C. a boat dock or boat house may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

10. Construction of Buildings. The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish to the A.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builders' risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

11. Time for Completion of Building. Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and out-buildings permitted:

(a) The exterior of any Single Family detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder or Owner will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided the Developer and/or the Club shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same the Developer and/or the Club, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

12. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C., and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.

13. Sewage Disposal. No privately owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

14. Water Supply. No privately owned water system shall be permitted upon any Lot or Parcel of Land of the Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. Outbuildings. Outbuildings or accessory buildings, such as a garage, servants quarters or guest house, shall be permitted on Lots upon which a Single Family Detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by nonservant or nonguest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera of such buildings.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multifamily structure, shall be entirely within the discretion of the A.C.C.

16. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or per-mitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

17. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same height-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be per-mitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the Club for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

19. Model Houses. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

20. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties.

21. Easements. Easements for installation and main-tenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and will also be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements for which the Club, a public authority or utility company is responsible.

22. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Properties.

23. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of The Properties, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

24. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

25. Oil and Mining Operation. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No der-rick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

26. These Protective Covenants shall be enforced as provided in this Declaration of which the Protective Covenants are a part.

27. (AMENDMENT FILED FOR RECORD BY CLERK AND RECORDER, BENTON COUNTY, AR-KANSAS, FEBRUARY 8, 1993) To enable the A.C.C. to perform its responsibilities under the Declaration, any Supplemental Declaration, and these Protective Covenants, the A.C.C. may establish and charge such fees to be paid prior to performance of any such responsibilities.

EXHIBIT 1

NOTE: This document is recorded in Book 373 at Page 8 et. seq. of the records of Benton County, Arkansas, and Amendment now recorded at Instrument Record No. 93-08028 et seq. on February 8, 1993.

Recording Requested By:]
Cooper Communities, Inc.]
]
When Recorded mail to:]
Cooper Communities, Inc.]
903 North 47th Street]
Rogers, AR 72756]
Attn: Gene Groseclos]

(Above Space for Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

BELLA VISTA VILLAGE, ARKANSAS

WHEREAS, John A. Cooper Company, an Arkansas corporation, owner and Original developer, executed on the 18th day of May, 1965, a Declaration with Protective Covenants attached thereto as Exhibit 1 and forming a part of said Declaration, which was filed for record at 10:00 o'clock a.m. on the 18th day of May, 1965, in the office of the Circuit Clerk and Ex-officio Recorder in and for Benton County, Arkansas, and is there recorded in Book 373, Page 08, et. seq.; and

WHEREAS, Cooper Communities, Inc., a Delaware corporation, hereinafter referred to as "Developer", which was a successor in interest to John A. Cooper Company and other predecessor corporations by reason of mergers, desires to make an addition to the existing property by adding thereto the hereinafter described land, and

WHEREAS, it is the desire of the Developer that the properties hereinafter described shall be covered as fully by the Declaration aforesaid as they had been included with the other property described in said Declaration; and

NOW, THEREFORE, the Developer, for the purposes aforesaid and in compliance with ARTICLE II, Section 2, of the Declaration, declares the following lands are hereby subject to the Declaration to the extent that same shall constitute additional lands under the Declaration and shall be a part of the Existing Properties, and said lands shall be under and in the Declaration and covered by the Declaration as fully as though same had been included in the Declaration at the time same was executed; the lands referred to lying and being situated in the County of Benton, State of Arkansas, to-wit:

LOTS 1-13, BLOCK 1
GORDON HOLLOW SUBDIVISION
AND COMMON PROPERTY
BELLA VISTA, ARKANSAS

LEGAL DESCRIPTION

PART OF THE SW1/4 OF THE SE1/4, PART OF THE NW1/4 OF THE SE1/4, AND PART OF THE SE1/4 OF THE SW1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 31

WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BELLA VISTA, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SECTION 17, S87°48'34"E 2636.07 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" AT THE SOUTH 1/4 CORNER OF SAID SECTION 17, FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, S87°36'51"E 148.50 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID SOUTH LINE, N40°34'32"E 1682.05 FEET TO A FOUND 1/2-INCH REBAR ON THE NORTH LINE OF AFORESAID SW1/4 OF THE SE1/4; THENCE ALONG SAID NORTH LINE, S86°44'44"E 147.80 FEET TO A FOUND 1/2-INCH REBAR AT THE NORTHEAST CORNER OF SAID SW1/4 OF THE SE1/4; THENCE ALONG THE EAST LINE OF AFORESAID NW1/4 OF THE SE1/4, N03°02'27"E 928.35 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID EAST LINE, S34°21'31"W 20.34 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S28°01'04"W 291.96 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S54°46'00"W 337.94 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S35°56'35"W 219.83 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S23°24'58"W 365.03 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S40°47'50"W 134.71 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S52°26'34"W 114.81 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S59°21'13"W 256.91 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S45°53'34"W 321.77 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE S36°29'20"W 529.48 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337" ON THE NORTHEAST RIGHT OF WAY OF SCOTSDALE DR; THENCE ALONG SAID NORTHEAST RIGHT OF WAY, S42°20'20"E 139.62 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT OF WAY, 107.94 FEET ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21°28'54", A RADIUS OF 287.91 FEET, AND A LONG CHORD THAT BEARS S31°35'34"E 107.31 FEET TO A SET 5/8-INCH REBAR WITH CAP MARKED "PLS 1337"; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY, S42°24'12"E 81.87 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE RIGHT OF WAY OF GORDON HOLLOW DRIVE, AND SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

IN WITNESS WHEREOF, this instrument is executed by the Developer through its corporate officers who are duly authorized to so execute same in multiple counterparts, any one of which shall be deemed an original this 30th day of October 2023.

COOPER COMMUNITIES, INC.

ATTEST:

Gene Groseclos, Secretary

M. Kent Burger, President

GH
99595.v1-10/30/23

ACKNOWLEDGEMENT

STATE OF ARKANSAS

ss

COUNTY OF BENTON

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 M. Kent Burger and Gene Groseclos, to me personally well known, who stated that they were President and Secretary of Cooper Communities, Inc., a Delaware corporation, and 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30th day of October, 2023.

CHRISTINE E. VOGT
BENTON COUNTY
NOTARY PUBLIC – ARKANSAS
My Commission Expires January 14, 2031
Commission No. 12380182

Notary Public

Return to:
Cooper Communities, Inc.
903 North 47th Street, Suite 200
Rogers, Arkansas 72756

THIS INSTRUMENT PREPARED BY:
CCI Legal Department
903 North 47th Street, Suite 200
Rogers, AR 72756

GH
99595.v1-10/30/23

OWN

Engineering beyond.®

City of Bella Vista
101 Town Center P.O. Box 5655
Bella Vista, AR 72714

RE: Gordon Hollow Subdivision Final Plat
Engineer of Record General Certificate of Completion

Attn: Taylor Robertson

This letter certifies that all constructed or installed improvements for the above referenced project have been inspected for conformance with all plans, specifications, and any written agreements that were approved as part of or conditions to the Planning Commission's initial preliminary plat approval, to include street improvements, drainage improvements, and utility improvements.

If you have any questions, please reach out to me.

Regards,

L. Ernie Deaton II

October 17, 2023

Ernie Deaton, PE, Office Manager — Date



Donated Assets Estimate
Cooper Properties - Gordon Hollow Subdivision
Bella Vista, AR
Date: 10/23/2023

OWN
Engineering beyond.®

Description	Qty.	Unit	Unit Cost	Extended Total
Street Improvements				
4" Asphaltic Concrete Surface Paving	526	SY	$ 28.00	$ 14,728.00
10" Class 7 Aggregate Base Course	1578	SY	$ 20.00	$ 31,560.00
4" White Thermoplastic Paving	4733	LF	$ 5.00	$ 23,665.00
Water Improvements				
8" Water Main	2386	LF	$ 48.50	$ 115,721.00
8" Gate Valve	9	EA	$ 2,315.00	$ 20,835.00
Fire Hydrant Assembly	4	EA	$ 5,000.00	$ 20,000.00
Drainage Improvements				
Turf Reinforcements Mats	945	SY	$ 7.00	$ 6,615.00
			Total:	$ 233,124.00

LOCKTON

UNCOMMONLY INDEPENDENT

October 31, 2023

Ms. Tammy L. Coker
Vice President & Treasurer
Cooper Communities, Inc.
903 N. 47th Street, Suite 101
Rogers, AR 72756
(479-246-6527

RE: Cooper Communities, Inc.
Maintenance Bond No. TXHNSU 0844242

Dear Tammy;

Enclosed please find the original bond as captioned above. Please have the bond signed and sealed (if applicable) by an authorized officer of the company, and then proceed with filing the original with the obligee/beneficiary.

Should you have any questions, do not hesitate to contact me at 214-720-3446.

Sincerely,

Rachel

Rachel Richardson
Sr. Account Manager

Enclosure

IAT INSURANCE GROUP Surety

HARCO NATIONAL INSURANCE COMPANY

MAINTENANCE BOND

BOND NO. TXHNSU 0844242

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Cooper Communities, Inc.
903 N. 47th Street, Rogers, AR 72756 as Principal, and
Harco National Insurance Company , Illinois Corporation of
4200 Six Forks Rd., Suite 1400, Raleigh, NC 27609 ,
licensed to do business in the State of Illinois and , as Surety, are held and firmly bound unto
City of Bella Vista
as Obligee, in the full and just sum of Fifty Seven Thousand Four Hundred Seventy-Seven and 75/100
($ 57,477.75)
Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 31st **day of** October , **20** 23

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the Obligee for Gordon Hollow Subdivision - Gordon Hollow Road, Bella Vista, AR

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective workmanship in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during the period of 10/31/2023 thru 10/31/2024 because of defective workmanship in connection with said contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Witness _____

Cooper Communities, Inc.
By: _____
Principal

Witness _____

Harco National Insurance Company
By: _____
Rachel Richardson **Attorney-in-Fact**

POWER OF ATTORNEY

Bond # TXHNSU 0844242

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

TIMOTHY F. KELLY, AARON P. CLARK, TERESA D. KELLY, FLORENCE MCCLELLAN, CRAIG C. PAYNE, RACHEL RICHARDSON, LAURA KNEITZ, ROBERT F. BOBO

Houston, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1983 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 4-16-2024 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 31, 2023

A00717

Irene Martins, Assistant Secretary

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH SUPERIOR AUTO GROUP OF SILOAM SPRINGS IN THE AMOUNT OF $49,415.00 FOR THE PURCHASE OF ONE (1) 2024 GMC SIERRA 2500 TRUCK FOR USE BY THE STREET DEPARTMENT

WHEREAS, municipal vehicles were not bid pursuant to the current year's Arkansas state vehicle contract, and

WHEREAS, inventory limitations and supply chain issues still make finding and acquiring fleet vehicles very difficult, and

WHEREAS, the City has been able to locate needed inventory at Superior Auto Group of Siloam Springs which meet the needs of the City;

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes a contract with Superior Auto Group of Siloam Springs in the amount of $49,415.00 for the purchase of one (1) 2024 GMC Sierra 2500 truck for use by the Street Department.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
JOHN D. FLYNN
MAYOR

ATTEST:

_____
WANDA KRUG
CITY CLERK

SUPERIOR

Phone: 8885346146

NEW 2024 GMC SIERRA 2500 HD
REGULAR CAB LONG BOX 4-WHEEL DRIVE PRO

VIN 1GT39LE70RF157211 STOCK NUMBER V157211

MSRP $51,315

SUPERIOR PRICE $53,815



CURRENT OFFERS

MSRP	$51,315
HD Model Market Adjustment [1]	+ $2,500
Superior Price	$53,815

Click here for more offer information

SPECIFICATIONS

Exterior	Summit White
Interior	Jet Black Cloth Seat Trim
Engine	6.6L V8 Gas engine
Transmission	Automatic
Stock Number	V157211
VIN	1GT39LE70RF157211

FUEL ECONOMY *	MILEAGE	TRANSMISSION	EXTERIOR COLOR	INTERIOR COLOR	ENGINE DATA
N/A CITY / N/A HWY	**6 MILES**	**10-SPEED A/T**	**SUMMIT WHITE**	**JET BLACK CLOTH SEAT TRIM**	**6.6L V8 GAS ENGINE**

CITY OF BELLA VISTA
PRICE: $49215.00

WE ARE WITH SOURCEWELL

Dow Clark

Hawk Setback
for The City.
11-21-23

+ $200.00 for trailer towing mirrors aftermarket.

$49,415.00

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

GMC

2024 SIERRA 2500 4WD REGULAR CAB PRO

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: 6.6L V8, GASOLINE
TRANS: ALLISON 10-SPEED AUTO

Visit us at www.gmc.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS
- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST *SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY
- FORWARD COLLISION ALERT
- FOLLOWING DISTANCE INDICATOR
- FRONT PEDESTRIAN BRAKING
- INTELLIBEAM
- LANE DEPARTURE WARNING
- BUCKLE TO DRIVE
- AUTOMATIC EMERGENCY BRAKING
- REAR VISION CAMERA
- TEEN DRIVER MODE

PERFORMANCE & MECHANICAL
- AUTO LOCKING REAR DIFF
- 2SPD ELECTRONIC TRANSFER CASE
- 170 AMP ALTERNATOR
- HEAVY-DUTY AIR CLEANER
- INDEPENDENT FRONT SUSPENSION
- MULTI-LEAF REAR SPRING SUSP
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- BRAKE PAD MONITORING
- TRAILERING PACKAGE

CONNECTIVITY & TECHNOLOGY
- GMC INFOTAINMENT SYSTEM 7" DIAG. COLOR TOUCHSCREEN ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING, WIRELESS APPLE CARPLAY AND ANDROID AUTO CAPABLE
- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS

INTERIOR
- AIR CONDITIONING
- FRONT 40/20/40 BENCH SEATS WITH CENTER ARMREST STORAGE
- RUBBERIZED-VINYL FLOOR COVERING

EXTERIOR
- CORNERSTEP REAR BUMPER
- FRONT RECOVERY HOOKS
- CHROME FRONT & REAR BUMPERS
- HEADLAMPS, ANIMATED LED PROJECTORS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$47,200.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

CONVENIENCE PACKAGE • EZ LIFT POWER LOCK AND RELEASE TAILGATE • DEEP-TINTED GLASS • LED CARGO BED LIGHTING • REAR-WINDOW DEFOGGER • CRUISE CONTROL	925.00
BEDLINER, SPRAY-ON	545.00
TRAILER BRAKE CONTROLLER, INTEGRATED	275.00
120 VOLT POWER OUTLET IN INSTRUMENT PANEL CARGO BED	225.00
ALL TERRAIN TIRES	200.00
MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE	50.00
REAR AXLE - 3.73 RATIO	INC.
GVWR, 10,250 LBS. (4649 KG)	INC.
17" PAINTED STEEL WHEELS	INC.

TOTAL OPTIONS	$2,220.00
TOTAL VEHICLE & OPTIONS	$49,420.00
DESTINATION CHARGE	1,895.00
TOTAL VEHICLE PRICE*	**$51,315.00**

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings:**

Greenhouse Gas Rating (tailpipe only)

A+ — C- — D

Cleaner

Smog Rating (tailpipe only)

A+ — B — D

Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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ORDER NO C0P96F SALES CODE E
SALES MODEL CODE TK26903
DEALER NO 05310
FINAL ASSEMBLY:
FLINT, MI U.S.A.

VIN 1GT39LE70RF157211 **REISSUE**

DEALER TO WHOM DELIVERED

SUPERIOR CHEVROLET BUICK GMC
490 HWY 412 E
SILOAM SPRINGS, AR 72761-4701

BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR

MEETING DATE: January 22nd, 2024

AGENDA ITEM: Ordinance

ITEM TITLE: WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING A CONTRACT WITH Superior Automotive Group of Siloam Springs IN THE TOTAL AMOUNT OF $49,415.00 FOR THE PURCHASE OF A 2024 GMC Sierra 2500 TRUCK FOR USE BY THE BELLA VISTA Street Department.

SUBMITTED BY: Karen Hunt, Superintendent, Street Department

SUMMARY EXPLANATION: Due to normal wear and tear, age and millage, the purchase of one 2024 GMC Sierra 2500 is being requested. Capital funds have been allocated in the Street Department 2024 budget in support of the purchase.

A bid waiver is being requested to make this purchase because the current Arkansas vehicle contract did not bid on municipal vehicles. Additionally, inventory and supply chain issues still make finding and acquiring fleet vehicles very difficult. Superior Automotive Group in Siloam Springs, AR currently has the inventory we request.

The funding of this purchase was approved by the City Council in the 2024 Street Department Capital Budget.

Approval is being requested to purchase one 2024 GMC Sierra 2500 under a bid waiver in the amount of $49,415.00 from Superior Automotive Group in Siloam Springs, AR.

Funding Source:
Street Department Capital Budget 2024

ATTACHMENT: ORDINANCE ☒ RESOLUTION ☐ OTHER ☐

RECOMMENDATION: The Bella Vista Street Department recommends City Council approval of bid waiver and purchase of one 2024 GMC Sierra 2500 from Superior Automotive Group in Siloam Springs, AR.

ACTION REQUESTED:
Motion to adopt ☒

1152217

Superior Automotive Group

DATE 12/14/2023 STOCK NO. V157211

PURCHASER'S NAME CITY OF BELLA VISTA

STREET ADDRESS PO BOX 5655

CITY & STATE BELLA VISTA AR ZIP 727140655

BUSINESS PHONE 479/855-1255 RESIDENCE PHONE 479/855-1255

SALESMAN DONALD CLARK

PLEASE ENTER MY ORDER FOR ONE ☒ NEW ☐ USED ☐ CAR ☒ TRUCK AS FOLLOWS:

YEAR	MAKE	MODEL OR SERIES	BODY TYPE	COLOR	TRIM
2024	GMC	SIERRA 2500	CM	SUMMIT WHITE	

MVI OR SERIAL NO.	LAST PLATE NO. STATE YEAR	ODOMETER MILEAGE	TO BE DELIVERED ON OR ABOUT
1GT39LE70RF157211		6	12/14/2023

CASH PRICE OF VEHICLE	49415 00
INCLUDES TRAILER MIRRORS	

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof; that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL ACCORDING TO THE TERMS HEREOF UNTIL: In the event the buyer wishes to enter into a retail installment contract, approval of the terms thereof is given by a bank or finance company willing to purchase the retail installment contract between the parties hereto based on such terms, or (2) Payment in full is received.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED.

Purchaser by his execution of the Order certifies that he is of legal age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order.

PURCHASER'S SIGNATURE

SALESMAN	ACCEPTED BY	BUS. MGR. APPROVAL
DONALD CLARK		

BALANCE ON TRADE-IN OWED TO

ADDRESS

USED VEHICLE ALLOWANCE		N/A
BALANCE OWED	—	N/A
NET ALLOWANCE ON TRADE-IN	$	N/A
CASH DEPOSIT		N/A
CASH TO BE PAID AT DELIVERY		N/A
TOTAL DOWN PAYMENT		N/A
UNPAID CASH BALANCE DUE ON DELIVERY OF VEHICLE		49415.00

	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILEAGE	VEHICLE ID NUMBER	STOCK NUMBER
TRADE-IN								
TRADE-IN								
TRADE-IN								

1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

1152217

Superior Automotive Group

SOLD TO: CITY OF BELLA VISTA
ADDRESS PO BOX 5655
BELLA VISTA AR 727140655

No.
DATE 12/14/2023
PHONE

	MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CAR SOLD	GMC	CM	SUMMIT WHITE	SIERRA 2500	2024	V157211	1GT39LE70RF157211
TRADE-IN							
TRADE-IN							
TRADE-IN							

CUST # 450676

PRICE OF CAR OR TRUCK	49415.00
ACC.	N/A
MISC.	N/A
	N/A
TAX-LICENSE -TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	49415.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	49415.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN $	N/A
LESS BALANCE OWED $	N/A
TO	N/A
	N/A
# N/A PAYMENTS @ $ 49415.00	49415.00
TOTAL CREDITS	N/A

To Avoid Penalty
Sales Tax Must Be Paid
or Transfer Made Within
30 Days From Date of Sale

SERVICE AND HANDLING FEE
"A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW."

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

By _____ AUTHORIZED SIGNATURE

X _____ PURCHASER'S SIGNATURE

SOLD BY DONALD CLARK

15346*1*FI

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

EXPRESSING CONTINUING SUPPORT AND PARTICIPATION OF THE CITY OF BELLA VISTA IN THE FEDERAL "ADVANCE EFFECTIVE, ACCOUNTABLE POLICING AND CRIMINAL JUSTICE PRACTICES TO ENHANCE PUBLIC TRUST AND PUBLIC SAFETY" PROGRAM

WHEREAS, on May 25, 2022, presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed; and

WHEREAS, in accordance with EO 14074, State, Tribal, Local, and Territorial Law Enforcements Agencies (LEAs) must notify their governing bodies of their intent to request property from federal sources to include federal funds or grants; and

WHEREAS, in accordance with EO 14074, LEAs must notify the local community of their request for property transfers, purchases from federal funds, agencies, or subcontractors (including existing transfer contracts or grants); and

WHEREAS, the City of Bella Vista Police Department may request controlled property items from the Law Enforcement Support Office (LESO) or other federal sources as provided in the attached Exhibit A which is incorporated into this Resolution as if set out word for word herein;

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

SECTION 1: The Bella Vista Police Department will participate as an LEA in the "Advance Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" program in accordance with EO 14074.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute all appropriate agreements and contracts necessary for the Bella Vista Police Department to act in accordance with EO 14074.

SECTION 3: The Bella Vista City Council pledges its full support and hereby authorizes the Mayor to initiate action to implement the program.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

Attest:

_____
City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

Bella Vista Police Department

105 Town Center • Bella Vista, AR 72714 • Office (479) 855-3771 • Fax (479) 855-8050

January 2, 2024

Subject: Notification to Civilian Governing Body and Local Community

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On May 25, 2022, Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

1) Notify their Civilian Governing Body (CGB) *(i.e., City Council, County Government or other local governing body)* of its intent to request property from Federal sources (to include Federal funds or grants.

2) Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies or subcontractors (including existing transfer contracts or grants).

The Bella Vista Police Department may request the below controlled property items from the Law Enforcement Support Office (LESO), or other Federal source:

1. Administration (GSA), Law Enforcement Support Office (LESO), Grant submission, etc.).

Controlled Property Description	Controlled Property Description	Controlled Property Description
This list is for example only, additional types of items may be available.		
AIRCRAFT ACCESSORIES, COMPONENTS, MISC	FACEMASK	RANGE FINDER, LASER
AIRCRAFT REPAIR PARTS/COMPONENTS	FLASHLIGHTS	RANGE FINDER-TARGET DESIGNATOR, LASER
AIRCRAFT, FIXED WING	FLOODLIGHT	RED DOT SIGHT
AIRCRAFT, ROTORY WING	FORWARD LOOKING INFRARED IMAGING SYSTEM	RIFLESCOPE
ALL TERRAIN VEHICLE (ATV)	GENERATOR SET	SCANNER, X-RAY, BAGGAGE
AMMUNITION CONTAINER	GLOBAL POSITIONING SATELLITE (GPS)	SEARCHLIGHT
AMPLIFIER	HEAVY EQUIPMENT/VEHICLES	SHIELD, BALLISTIC
ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION	INSULATION BLANKET	SHIPPING CONTAINER
ANTENNA	LANDING SEARCHLIGHT	SIGHT, BORE, OPTICAL
METAL DETECTORS	UTILITY VEHICLE, OFF ROAD	TRAILERS
ARMORED VEHICLE	LIFE PRESERVER, VEST	SIGHT, HOLOGRAPHIC
BALLISTIC BLANKET	MAGNIFIER	SIGHT, INFINITY
BARRIER, VEHICLE ARRESTING, PORTABLE	MARKER, IDENTIFICATION	SIGHT, REFLEX
BINOCULAR	MARKSMANSHIP TRAINER	SMALL ARMS STORAGE RACKS
BLANKETS	MEDICAL/FIRST AID SUPPLIES	SPOTTING INSTRUMENT, OPTICAL
CONVERSION KIT, RIFLE	CONVERSION KIT, PISTOL	COMBAT/ASSAULTL/TACTICAL WHEELED
BREATHING APPARATUS	MISC SMALL ARMS PARTS	TARGET, TRAINING, MOBILE
ROBOTS	UNMANNED VEHICLES	EOD ROBOTS
DRONES	TRAINING EQUIPMENT	SHIELD, NON-BALLISTIC
FIBER OPTIC DEVICES	MISCELLANEOUS VEHICULAR COMPONETS	GLASS, BALLISTIC
CAMERA SYSTEM	MISCELLANEOUS COMMUNICATION EQUIPMENT	TELESCOPE

COMPASS	MULTIMEDIA PROJECTION SET	TENTS/PORTABLE SHELTERS
COMPUTER SYSTEM	NAVIGATION SET, SATELLITE SIGNALS	THERMAL CAMERA
BLANKET, SOUND CONTROL	TRUCK, CARGO	ROBOT, EXPLOSIVE ORDINANCE DISPOSAL
MAGAZINE, CARTRIDGE	PERISCOPE	INTERROGATOR SET
RADAR EQUIPMENT, EXCEPT AIRBORNE	WINDOW, VEHICULAR	AMMINUTION POUCH
EOD SEARCH KIT	MISCELLANEOUS ITEMS	ARMORER, PERSONAL
CONTAINER, AMMUNITION	NIGHT VISION DEVICE AND EQUIPMENT	THERMAL CAMERA ACCESSORIES
LOUDSPEAKER-CONTROL UNIT	POWER SUPPLY	CHARGER, BATTERY
INDIVIDUAL EQUIPMENT	CLOTHING, SPECIAL PURPOSE	FOOTWEAR
OUTERWEAR	TENTS AND TARPAULINS	BAGS AND SACKS
CONTAINER, K-9 TRANSPORT	NIGHT VISION GOGGLE	TRAINING AID/SIMULATORS
CONVERSION KIT, RIFLE	NON-ARMORED HMMWV	TRAINING AIDES/DEVICES
VEHICLES, ARMORED TRACKED	ARMORED HMMWV	VEHICLES, ARMORED WHEELED
COVERALLS	OFFICE EQUIPMENT	TRANSLATION DEVICE
SIGHT, THERMAL	BINOCULAR	ILLUMINATOR, INTEGRATED SMALL ARMS
ILLUMINATOR, INTEGRATED, SMALL ARMS	TRUCK, TANK	TOOL KIT, ELECTRONIC
ATHLETIC AND SPORTING EQUIPMENT	OFFICE SUPPLIES, DEVICES, AND EQUIPMENT	OPERATIONS TRAINING DEVICES
TRAINING AIDS	TARGETS	SOLAR ELETRIC POWER SYSTEMS
CAMOUFLAGE NET RADAR SCATTERING SYSTEM	TRUCK, TRACTOR	NO ITEM NAME AVAILABLE
DECONTAMINATION DEVICES	OFFICE SUPPLIES	TRUCK, CARGO
ARMOR SET, SPUPPLEMENTAL, SMALL ARMS	CAMERA, DIGITAL	IMAGE INTENSIFIER, NIGHT VISION
DECONTAMINATION SYSTEM	PORTABLE RADIO	INTERROGATOR SET
ARMOR, SUPPLEMENTAL	INFRARED EQUIPMENT	
TRUCK, UTILITY NON-ARMORED	TRUCK, UTILITY ARMORED	TENTS/SHELTERS
DEEP WATER FORDING KIT	PREFAB & PORTABLE BUILDINGS	VEHICLE REPAIR PARTS/COMPONENTS
DETECTOR, GAS	PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
ARMOR, TRANSPARENT VEHICULAR WINDOW	TERMINAL, SATAELLITE COMMUNICATIONS	DOOR, VEHICULAR
DIVER'S SUIT	PUBLIC ADDRESS SET	SMALL ARMS PARTS/ACCESSORIES
ARMOR, TRANSPARENT	COMPENSATOR	HANDCUFFS
WINDOW, VEHICULAR	THERMAL SCOPES	FUSELAGE
EXPLOSIVE ORDINANCE DISPOSAL ROBOT	RADIOS	SMALL ARMS

In accordance with section two, the Bella Vista Police Department is notifying the local community via posting the intentions at the Bella Vista District Court house, located at 2483 Forest Hills Blvd, Bella Vista, AR, 72715. Posting the intentions at the Bella Vista Police Department located at, 2483 Forest Hills Blvd, Bella Vista, AR, 72715, as well as listing the intentions on the Bella Vista Police Departments Social Medial Pages.

James Graves
Chief of Police

BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR

MEETING DATE: January 22, 2024

AGENDA ITEM: Resolution

ITEM TITLE: LESO Program Community and Governing body notification

SUBMITTED BY: Chief James Graves

SUMMARY EXPLANATION: Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed May 25, 2022. Law Enforcement agencies, to participate in the program, must receive annual governing body authorization as well as make public notification.

The Bella Vista Police Departments participation in the LESO (Law Enforcement Support Office) program is essential to the continued safe and effective policing of the City of Bella Vista. The Departments participation in the program has saved the Bella Vista Taxpayers hundreds of thousands of dollars in equipment and enhanced the overall safety of the public and police department staff.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☒ OTHER ☐

RECOMMENDATION: Chief of Police recommends City Council approve the Police Departments continued participation in the LESO program.

ACTION REQUESTED:
Motion to adopt ☒

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH NATIONAL AUTO FLEET GROUP, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, FOR THE PURCHASE OF ONE (1) 2024 FORD F-350 SUPER DUTY TRUCK IN THE AMOUNT OF $63,897.78 FOR USE BY THE POLICE DEPARTMENT

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with National Auto Fleet Group, pursuant to a Sourcewell Cooperative purchasing agreement, for the purchase of one (1) 2024 Ford F-350 Super Duty Truck in the amount of $63,897.78 for use by the Police Department.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

Attest:

_____
City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR

MEETING DATE: January 22, 2024

AGENDA ITEM: Resolution

ITEM TITLE: Police Department Vehicle Purchase

SUBMITTED BY: Chief James Graves

SUMMARY EXPLANATION: As part of the LESO, Law Enforcement Support Office, program the police department has been able to obtain well over one hundred thousand dollars' worth of equipment over the last several years. While the equipment is free to the department there is a requirement to travel, pick up and many times tow equipment back to Bella Vista.

We have found the need, on many of our LESO runs, for a larger truck, specifically designed and outfitted for heavy towing. Our current truck cannot handle most of our towing needs and is in need of replacement.

To meet our towing needs approval is being requested to purchase one 2024 Ford F350 Super Duty truck. This vehicle will meet our towing needs and can be purchased from the National Auto Fleet Group through the Sourcewell competitive purchasing contract for $63,897.78.

Funding Source:

20 Police Department 2024 Capital - $63,897.78.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☒ OTHER ☐

RECOMMENDATION: Chief of Police recommends City Council approval for the purchase of one 2024 Ford F350 Super Duty from National Auto Fleet Group using the Sourcewell competitive purchasing agreement.

ACTION REQUESTED:
Motion to adopt ☒

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE SALE OR EXCHANGE OF TWO (2) SURPLUS CITY VEHICLES CURRENTLY OWNED BY THE CITY AND LEASED TO THE RECYCLING CENTER, WAIVING COMPETITIVE BIDDING RELATED TO A SALE, AND FOR OTHER PURPOSES

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

SECTION 1: The City Council of the City of Bella Vista hereby authorizes the sale or exchange, and waives competitive bidding related to a sale, pursuant to Bella Vista City Code § 2-345, of the following two (2) vehicles currently owned by the City and leased to the Recycling Center, but now deemed surplus to the needs of the City:

1. A 2013 Ram Pickup Truck (VIN # 1CRR6KT8DS661803)
2. A 2008 Dodge Pickup Truck (VIN # 1D7HA18N78S627466)

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

Attest:

_____
City Clerk Wanda Krug

Requested by Mayor Flynn
Prepared by Jason Kelley, Staff Attorney

Notice of Intent to Sell, Trade or Transfer

Purpose *The purpose of this form is to provide notification of intent to sell, trade or transfer equipment or facilities purchased with Recycling Grant funds.*

Pursuant to Resolution 2017-05 equipment and facilities purchased with grant funds which have been used for the approved grant project for a minimum of (7) years from the date of purchase may be sold, traded or transferred without the written consent of the Board following notice of the intended transaction from the Grantee to the District staff prior to the sale, trade or transfer.

Requirements *The Board may consider the sale, trade or transfer of facilities or equipment as described when reviewing the financial needs criteria of grant applications for the next annual grant round following the sale, trade or transfer.*

All proceeds received from the sale, trade or transfer of facilities or equipment originally purchased using grant funds must be used for expenses of the recycling program of the grantee seller.

The Grantee shall follow all State Laws and Local Ordinances regarding the declaration of surplus property and the sale, trade or transfer of property.

Original Grantee: City of Bella Vista

Purchase Date: 06/12/2013 **Grant Number:** BCO 06-12

Equipment: 2013 RAM Pickup VIN: 1C6RR6KT8DS661803

(Year, Make, Model and Serial #)

Facility: Not applicable

(Address & Date of occupancy following grant funded project)

I certify that the information provided in and for this Notice of Intent to Sell, Trade or Transfer equipment or facilities is accurate. By signing this document, grantee agrees that the sale, trade or transfer of equipment or facilities will comply with the requirements set above.

X_____ _____

Grantee Signature Date

Date Received By District:

_____

Notice of Intent to Sell, Trade or Transfer

Purpose *The purpose of this form is to provide notification of intent to sell, trade or transfer equipment or facilities purchased with Recycling Grant funds.*

Pursuant to Resolution 2017-05 equipment and facilities purchased with grant funds which have been used for the approved grant project for a minimum of (7) years from the date of purchase may be sold, traded or transferred without the written consent of the Board following notice of the intended transaction from the Grantee to the District staff prior to the sale, trade or transfer.

Requirements *The Board may consider the sale, trade or transfer of facilities or equipment as described when reviewing the financial needs criteria of grant applications for the next annual grant round following the sale, trade or transfer.*

All proceeds received from the sale, trade or transfer of facilities or equipment originally purchased using grant funds must be used for expenses of the recycling program of the grantee seller.

The Grantee shall follow all State Laws and Local Ordinances regarding the declaration of surplus property and the sale, trade or transfer of property.

Original Grantee: City of Bella Vista

Purchase Date: 01/27/2016 **Grant Number:** BCO 01-15

Equipment: 2008 Dodge Pickup VIN: 1D7HA18N78S627466

(Year, Make, Model and Serial #)

Facility: Not applicable

(Address & Date of occupancy following grant funded project)

I certify that the information provided in and for this Notice of Intent to Sell, Trade or Transfer equipment or facilities is accurate. By signing this document, grantee agrees that the sale, trade or transfer of equipment or facilities will comply with the requirements set above.

X_____ _____

Grantee Signature Date

Date Received By District:

_____

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE MAYOR'S APPOINTMENT OF MARK PELTON TO A POSITION ON THE TREE ADVISORY BOARD TO FILL AN UNEXPIRED TERM ENDING MAY 1, 2024

WHEREAS, pursuant to Section 5-53 of the City Code, appointments to the Tree Advisory Board are made by the Mayor with the approval of the City Council; and

WHEREAS, a vacancy has arisen due to the resignation of Linda Lloyd from the Board;

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

SECTION 1: The City Council hereby approves the Mayor's appointment of Mark Pelton to fill an unexpired term ending May 1, 2024, on the Tree Advisory Board.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

Attest:

_____
City Clerk Wayne Jertson

Requested by Mayor Flynn
Prepared by Jason Kelley, Staff Attorney

BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR

MEETING DATE: January 22, 2024

AGENDA ITEM: Resolution

ITEM TITLE: Appointing Members to the Tree Advisory Board, and for Other Purposes.

SUBMITTED BY: Taylor Robertson, Planning Manager, Community Development Services

SUMMARY EXPLANATION: Section 5-51 created the Tree Advisory Board, set its membership at 7 positions, and dictates that the members serve staggered three-year positions which expire on May 1st of each year. Position 7 has an immediate vacancy and a term set to expire on May 1st of this year in 2024. As such, the following candidate is recommended by Staff and appointed by the Mayor:

Mr. Mark Pelton has agreed to volunteer for Position 7 with a term expiring on May 1, 2024.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☒ OTHER ☐

RECOMMENDATION: Staff recommends approval of this resolution.

ACTION REQUESTED: Motion to adopt ☒

Taylor Robertson

From: noreply@revize.com
Sent: Monday, December 11, 2023 12:31 PM
To: Taylor Robertson
Subject: Board Application Form
Attachments: IMG_8154.JPG

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

Name = J. Mark Pelton
Address = 30 KINTYRE LN
City-State-Zip = Bella Vista, AR 72715
Phone = 5733005954
Email = markpelton@sbcglobal.net
Occupation = retired
Place-of-employment = last place of employment- Poplar Bluff, MO with Missouri Department of Conservation
Years-lived-in-BV = 1 year
Board-interested-in[] = Tree Advisory Board
Qualifications = 38 years as a professional forester, most of that time as a Resource Forester for the Missouri Department of Conservation in Poplar Bluff, Missouri.
Interest = I would like to serve where I can be helpful, and my background in forest conservation should allow me to be of assistance on this board.
Willingness-to-serve[] = By checking this box, I indicate my willingness to serve on the commission or board checked in the box above. I also indicate my understanding of the time commitment involved in such service. I further authorize the City of Bella Vista to consider my provided application information in considering an appointment to a city commission or board. option-1
Client IP = 70.178.94.161

Mark Pelton

30 Kintyre Lane, Bella Vista, AR 72715

Phone: 573-300-5954

markpelton@sbcglobal.net

1984-2020 36 years as Resource Forester, Missouri Department of Conservation, most of this time stationed in Poplar Bluff, MO. Supervised a 3 person work team in providing Missouri Dept. of Conservation programs to a 3 county area.

50% of time developing forest management plans for MDC forest land, that included timber resource inventories, timber sales, tree plantings, timber stand improvement projects, wildlife habitat prescribed burns.

40% of time providing forest management assistance to private forest landowners in 3 counties. Forest land inventories and forest management plan development. Assist landowner in timber sale administration, timber stand improvement projects, tree planting, and wildlife habitat development projects.

5% - rural forestland fire control and assistance.

5%- urban tree management assistance to homeowners.

1982-1983 2 years as Little River county County Forester with Arkansas Forestry Commission, stationed in Ashdown, Arkansas. Supervise a small work team in all Arkansas Forestry Commission programs in Little River and Sevier counties. Forestland inventories and development of forest management plans for private landowners. Assist in prescribed site preparation burns. Assist in rural fire protection.

Education: Bachelor of Science in Forest Management, Univ. of Arkansas-Monticello 1980

Recepient of Missouri Department of Conservation Forestry Division Achievement Award (2018) by demonstrating outstanding leadership and work ethic in area management of one of the most diverse parts of the state and to initiate and assist with critical research on bottomland forest management.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING THE APPOINTMENT OF KIM HONCHELL TO THE REMAINDER OF AN UNEXPIRED FIVE (5) YEAR TERM ON THE PUBLIC LIBRARY ADVISORY BOARD ENDING DECEMBER 31, 2025, REPLACING ASHLEY JONES

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

SECTION 1: The appointment of Kim Honchell to the remainder of an unexpired five (5) year term on the Public Library Advisory Board ending December 31, 2025, replacing Ashley Jones, is hereby approved.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

Attest:

_____
City Clerk Wanda Krug

Requested by Mayor Flynn
Prepared by Jason Kelley, Staff Attorney

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUBLEASE AGREEMENT WITH BELLA VISTA FRIENDS OF THE LIBRARY, INC. REGARDING SPACE IN THE LIBRARY FOR THE ENCORE BOOKSTORE

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 sublease agreement with Bella Vista Friends of the Library, Inc. regarding space in the library for the Encore Bookstore.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

ATTEST:

_____
City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

SUBLEASE

This Sublease Agreement (the "Lease") is made and entered into by and between the City of Bella Vista, Arkansas (the "Lessor") and the Bella Vista Friends of the Library, Inc. (the "Lessee"). It is hereby agreed as follows:

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the following described real property (the "Parcel") in the County of Benton, State of Arkansas:

Those interior portions of the current Bella Vista Public Library delineated and shown on the attached Exhibit "A".

TO HAVE AND TO HOLD the same unto the said Lessee and unto the said Lessee's successors and assigns, together with all privileges and appurtenances thereunto belonging, for the term and any subsequent renewal term(s) and under the conditions hereinafter set forth.

1. TERM: The initial term of this Lease shall be for a period of one year, beginning on the 1st day of January, 2024, and ending on the 31st day of December, 2024.

2. RENEWAL TERM OPTION: Provided Lessee is not in default under the terms of this Lease, as provided in Section 10 hereof, this Lease shall automatically renew for additional one (1) year term(s), subject to Lessor's and Lessee's option to terminate as described in Section 3 below.

3. TERMINATION: Following completion of the initial one (1) year term of the Lease, Lessor and Lessee reserve the right to terminate this Lease by giving non-terminating party ninety (90) days written notice of its intention to terminate.

4. RENTAL: As rental for the Parcel, Lessee shall pay ten dollars ($10) per year to Lessee, plus other good and valuable consideration as indicated in the attached Exhibit "B" which is incorporated into this Sublease as if set out word-for-word.

5. USE AND MAINTENANCE OF PARCEL: The Parcel is leased to the Lessee for use as a used bookstore by Lessee. Lessee shall maintain the Parcel in the manner customary for such use. Lessee shall maintain the Parcel in a safe condition, and as required by such laws and regulations as are applicable to uses such as those contemplated by this Lease. Lessee shall use the Parcel only as permitted by such laws and regulations as are applicable to uses such as those contemplated by this Lease. Lessee shall obtain and maintain any permits required, if any, for the uses contemplated hereby.

Upon termination of the Lease, and if requested by Lessor, Lessee agrees to remove any improvements, additions to, or items placed upon the Parcel, and return the Parcel as close to its pre-leased condition as reasonably possible.

6. LESSOR'S USE OF THE PARCEL: The rights granted to Lessee hereunder shall be nonexclusive. Lessor may access the Parcel for inspection or other purposes. Lessor shall not utilize the

Parcel or permit others to utilize the Parcel in a manner that would unreasonably interfere with Lessee's use of the Parcel or would constitute a breach of this Lease if done by Lessee.

7. ACCEPTANCE OF PARCEL: It is expressly understood and agreed by the Lessee that it is leasing the Parcel in its current condition.

8. LEASEHOLD ACKNOWLEDGED: Lessor hereby states to Lessee that the Parcel is a portion of real property leased by Lessee from the Bella Vista Public Library Foundation (the "Foundation"), and that the terms of said lease agreement between Lessor herein and the Foundation shall supersede any obligation between Lessor and Lessee pursuant to this Lease. Notwithstanding anything stated herein to the contrary, this Lease shall terminate upon the termination of the existing lease agreement between Lessor herein, the City, and the Foundation.

9. INSURANCE: Lessee understands that Lessor does not and will not insure property owned by Lessee which may be located on the Parcel, and any insurance deemed advisable by Lessee for its potential liability or property damage is the responsibility of Lessee.

10. DEFAULT: Lessee shall be in default under the provisions of this Lease upon the happening of any of the following events or conditions:

(a) Failure to provide consideration under Section 4 above for a continual period of three (3) months after written notice of default from Lessor; or

(b) In Lessor's reasonable opinion, failure to keep or perform any of the covenants on the part of the Lessee herein to be kept or performed.

11. REMEDIES IN THE EVENT OF DEFAULT: In the event of a default by Lessee, during the initial term or any renewal term hereof, Lessor may, at Lessor's option, declare this Lease to be terminated, and Lessor shall have the right to enter upon and take possession of the Parcel, either with or without notice, and to evict and expel Lessee and any or all of Lessee's property, belongings, and effects therefrom, without legal process and without thereby being guilty of any manner of trespass either at law or in equity which remedy is in addition to any other remedies of Lessor either at law or in equity, including, without limitation, the collection of delinquent rents, possession of the Parcel, damages for breach of this Lease by Lessee, or otherwise. No delay in or failure to exercise any of the options herein shall be deemed a waiver of Lessor's right to exercise its remedies by reason of the same or similar default at any later occasion.

12. WAIVER OF SUBROGATION: Lessor and Lessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Parcel, or covered by insurance in connection with the Parcel or activities conducted on the Parcel, regardless of the cause of the damage or loss.

13. SURRENDER OF POSSESSION: At the end of the initial term or renewal term of this Lease, or upon earlier termination by Lessor in accordance with the options herein reserved, Lessee agrees to surrender possession of the Parcel without demand. Should Lessee fail so to do, Lessee shall be responsible in addition to the damages generally recoverable by Lessor by reason of any breach by Lessee, for all damages Lessor may sustain.

14. BINDING EFFECT: This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors, legal representatives, and assigns, except as expressly limited otherwise herein.

15. TIME OF ESSENCE: The time of the making of the payments and of the keeping of the covenants herein is of the essence of this Lease and the parties hereto so agree.

16. NOTICES: Any notice called for or permitted under the terms hereof may be given in writing and sent by ordinary mail to the last address of the party to whom the notice is to be given as designated by such party in writing. Lessor hereby designates its address as City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714. Lessee hereby designates its address as _____. Any notice so given shall be deemed given when posted. Designations of address may be changed by written notice given by ordinary mail from either party to the other.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands this _____ day of

_____, 2024.

LESSOR:

_____
City of Bella Vista, Arkansas
By: Mayor

LESSEE:

William D Jeffrey
_____
Bella Vista Friends of the Library, Inc.
Authorized Agent

ATTEST:

_____
City Clerk

Exhibit B

To Sublease Agreement Between the City of Bella Vista
and the Bella Vista Friends of the Library, Inc.

The City, operating through the Library, agrees to include the Friends in the long-term planning process to ensure that the Friends are aware of the goals and direction of the Library.

The City agrees to provide public space for Friends membership brochures and promotional materials.

The City agrees to provide the Friends with space in the Library for book storage and sorting, book sales, and office needs.

The Friends agree to publicly support the City's Library and its policies.

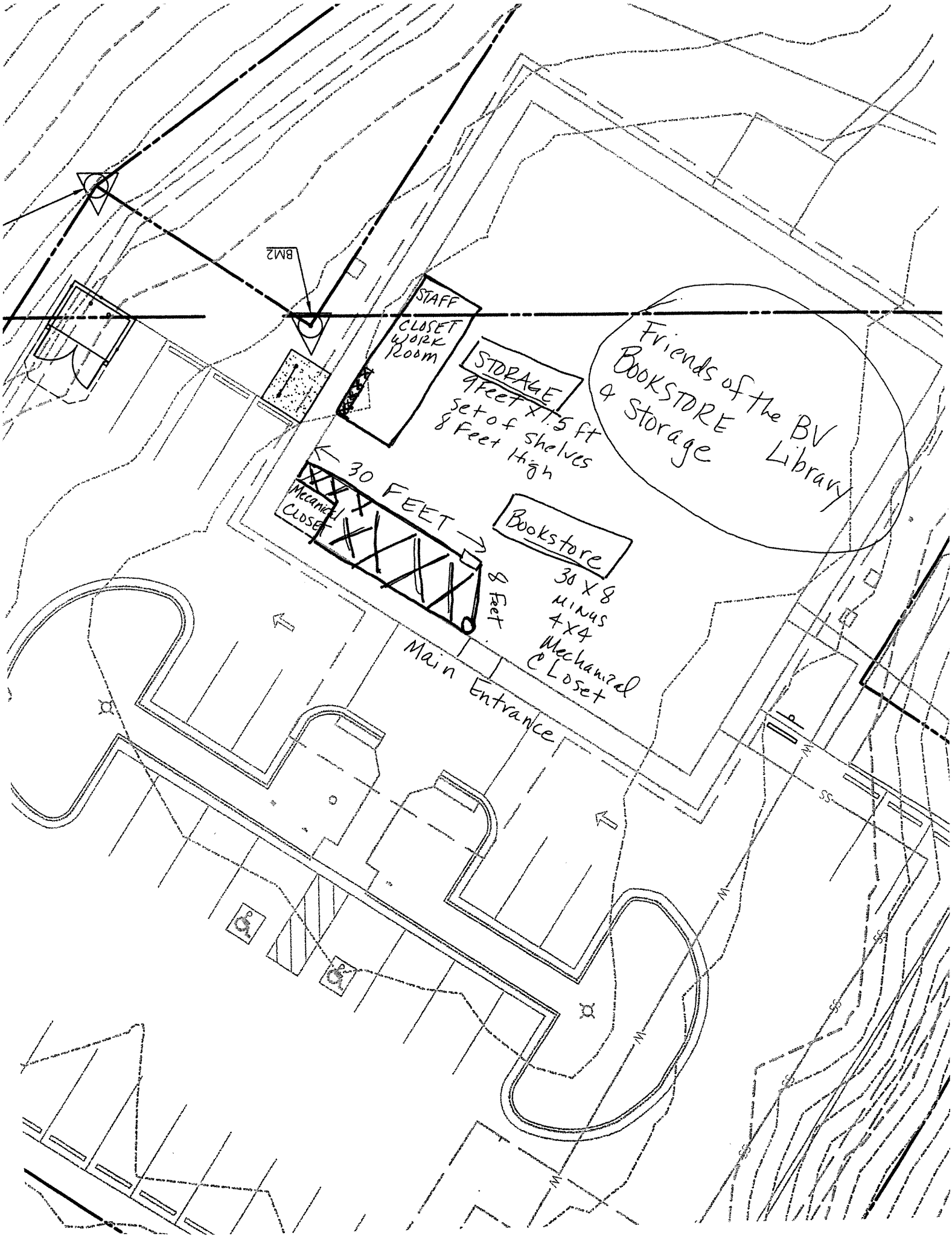
The Friends agree to include a member from the City's Library administration as a non-voting presence at all Friends' meetings and to allow room on the agenda for a Library report.

The Friends agree that any and all monies raised, except for funds needed for Lessee's overhead expenses and in compliance with state law, will be spent for Library and Bella Vista Public Library Foundation programs, services, and other Library needs. Parties agree that money received by the Friends should be used to support a Library branch and/or the Library system, and that those funds should supplement and not supplant public funding.

The Friends agree that the City's Library administration has the final say in accepting or declining any and all gifts made to the Library.

The Friends agree to engage in advocacy efforts on behalf of the Library under the guidance of the City's Library.

The Friends agree that if they cease to actively fundraise and promote the Library, they will disband allowing for a new Friends group to be established in the future.


BM2
STAFF
CLOSET
WORK
ROOM
STORAGE
9 Feet x 1.5 ft
set of shelves
8 Feet High
Friends of the BV Library
BOOKSTORE
& Storage
30 FEET
Mecanical
Closet
Bookstore
30 X 8
minus
4X4
Mechanical
Closet
8 Feet
Main Entrance

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

DESIGNATING AUTHORIZED DISBURSING OFFICERS AND MUNICIPAL DEPOSITORY BOARD FOR THE CITY OF BELLA VISTA FOR CALENDAR YEAR 2024

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

SECTION 1: The following individuals are hereby authorized to sign the disbursements, on all fund accounts, on behalf of the City of Bella Vista for calendar year 2024. Two signatures shall be required on all City checks:

Mayor John D. Flynn and
Kim Hall, Finance Director.

In the event that one or the other of the above-named persons are absent or unavailable, the following individuals are hereby authorized to sign disbursements:

Alternate No. 1—Mayor Pro Tempore
Alternate No. 2—City Clerk Wanda Krug
Alternate No. 3—Police Chief James Graves
Alternate No. 4—Council Member Jim Wozniak.

SECTION 2: The Municipal Depository Board for the City of Bella Vista for calendar year 2024 shall consist of the following:

Mayor John D. Flynn
Kim Hall, Finance Director
Council Member Doug Fowler.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

Attest:

_____
City Clerk Wanda Krug
Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2023 CITY BUDGET TO RECOGNIZE $580,000.00 IN DEVELOPMENT IMPACT FEE REVENUE TO IMPACT FEE RESTRICTED RESERVES AND AMENDING THE 2024 CITY BUDGET TO APPROPRIATE IMPACT FEE QUALIFYING EXPENSES FOR THE LIBRARY AND POLICE DEPARTMENT

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

SECTION 1: The City Council of the City of Bella Vista hereby amends the 2023 City Budget to recognize $580,000.00 in development impact fee revenue to impact fee restricted reserves and, further, amends the 2024 City Budget to appropriate impact fee qualifying expenses for the Library and Police Department, per the attached and incorporated financial sheet(s), from impact fee restricted reserves.

ADOPTED THIS _____ DAY OF _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

Attest:

_____
City Clerk Wanda Krug

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

Impact Fee Review and Request

2023.09

Start Date 9/30/2021

44610 Impact Fee – Residential

Prior Year Collections	**$582,406.00**
Months	**12**
Average Monthly	**$48,533.83**

As of **12.31.2023**

Estimate Date **01.08.2024** **0**

Residential Development - Single Family

	1,143.00	
Fire	788	68.90%
Police	302	26.40%
Library	54	4.70%
Total		100.00%

	Prior Year Collections	Average Monthly	YTD at 12.31.2023	Balance at 12.31.2022	Total available at 12.31.2023	Previously Approved USE		Available	Current Request
Fire	**$401,277.73**	$33,439.81	$401,277.73	$510,324.39	**$911,602.12**	$911,602.12	**Note 1**	$0.00	
Police	**$153,755.18**	$12,812.93	$153,755.18	$195,537.93	**$349,293.11**	$60,000.00		$289,293.11	$289,293.11
Library	**$27,373.08**	$2,281.09	$27,373.08	$34,811.68	**$62,184.76**	$0.00		$62,184.76	$16,599.00
Total	**$582,406.00**	$48,533.83	$582,406.00	$740,674.00	**$1,323,080.00**	$971,602.12		$351,477.88	$305,892.11

note 1: Approval up to $1M/Available

Current Request Details

Library

Children's Dept Shelving (JNF/DVD)	$4,360.00
Children's Dept Seating	$2,653.00
Additional Books	$5,000.00
Adult dept Shelving - Biography	$4,586.00
Total	$16,599.00

Police

Increased IT expenses on PSF	$289,293.11

BUSINESS OF THE CITY COUNCIL
BELLA VISTA, AR

MEETING DATE:

ITEM TITLE: Budget Adjustment and Use approval for the 2023 Impact Fees

SUBMITTED BY: Kim Hall

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☐ OTHER ☐

SUMMARY EXPLANATION: Annual request for Prior Year budget adjustment for Prior Year Impact Fee Collection in the amount of $580,000

Additional request to approve expenditures against collected Impact fees: $305,893

Library

Suzanne Adams

Library Director
Request - $16,599.
Due to high growth in Library usage, the Library is requesting additional book purchases and book shelving in both Childrens Department and Adult section.

Library	
Children's Dept Shelving (JNF/DVD)	$4,360.00
Children's Dept Seating	$2,653.00
Additional Books	$5,000.00
Adult dept Shelving - Biography	$4,586.00
Total	$16,599.00

Police

Chief James Graves

Bella Vista Police Department
Request - $289,293.23
The Public Safety Facility was constructed to meet the future growth of the City. In May of 2022 it was discovered, partly due to supply chain delays and inflation, IT related expenses for the public safety complex had increased by over 100%. These expenses increased costs by approximately $300,000. The work on this project has just been completed.

RECOMMENDATION:
Approval

BUDGET IMPACT:
Impact Fee Expenses
Impact Fee Revenue

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BLUE GUYS I.T., THROUGH THE INTERLOCAL PURCHASING SYSTEM PROGRAM (TIPS), IN THE TOTAL AMOUNT OF $73,504.20, FOR THE PURCHASE OF TODYL SECURITY SOLUTION TO ENHANCE CITY CYBERSECURITY EFFORTS

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 Blue Guys I.T., through the Interlocal Purchasing System Program (TIPS), in the total amount of $73,504.20, for the purchase of Todyl Security Solution to enhance City cybersecurity efforts.

ADOPTED this _____ day of _____, 2024.

APPROVED:

_____
Mayor John D. Flynn

ATTEST:

_____
Wanda Krug, City Clerk

Requested by: Mayor
Drafted by: Jason B. Kelley, Staff Attorney

Blue Guys IT
23 E 6th St
Mountain Home, AR 72653
+1 8704252583
info@blueguysit.com

INVOICE

BILL TO
City of Bella Vista
PO Box 5655
Bella Vista, AR 72714

SHIP TO
City of Bella Vista
101 Town Center
Bella Vista, AR 72714

INVOICE # 9760
DATE 01/01/2024
DUE DATE 01/31/2024
TERMS Net 30

ACTIVITY	QTY	AMOUNT
misc TODYL Cloud Firewall, SIEM 30 DAYS, SASE, MXDR, GRC 24/7/365 SOC, EDR YEARLY	215	73,504.20

TIPS Contract #220701

SUBTOTAL	73,504.20
TAX	0.00
TOTAL	73,504.20
BALANCE DUE	**$73,504.20**

Accounts not paid within 30 days of the date of the invoice are subject to a 2% monthly finance charge.