

CITY OF BELLA VISTA

MEETING: **REGULAR CITY COUNCIL MEETING**
DATE AND TIME: **Monday, August 24, 2015 – 6:30 P.M.**
Bella Vista American Legion Post 341
1889 Bella Vista Way (Hwy 71 & Kingsland Rd)
Bella Vista, Arkansas

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with the Section 25-19-106 of the Freedom of Information Act, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **INVOCATION** – Pastor Randall Caselman, Bella Vista Church of Christ.
*** (See disclaimer below)
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **ROLL CALL:** Mayor Peter Christie, Aldermen Frank Anderson, John Flynn, Allen King, Becky Morgan, James Wozniak and Larry Wilson.
- V. **CITIZEN INPUT/PUBLIC APPEARANCES:** *Please be advised that it is the policy of the municipality that there will be a three minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, but no response or action will be made under public comment.*
- VI. **APPROVAL OF MINUTES:** July 27, 2015
- VII. **REPORTS:**
 - A. Mayor's Report –
 - B. Monthly Financial Report – July, 2015
- VIII. **MOTION TO SUSPEND RULES:** and read all proposed ordinances and resolutions on the agenda by title only.
- IX. **NEW BUSINESS:**
 - A. **ORDINANCE NO 2015-** AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA BY ADDING ARTICLE III VEHICLE TOWING TO CHAPTER 26 TRAFFIC AND VEHICLES TO COMPLY WITH STATE LAW CONCERNING THE ANNUAL REPORTING OF TOWING AND STORAGE RATES. *Third Reading.*

- B. ORDINANCE NO. 2015** -AMENDING SECTION 20-3 OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE PERMISSIBLE TIME PERIODS FOR USAGE OF FIREWORKS, AND FOR OTHER PURPOSES. *Second Reading.*
- C. ORDINANCE NO 2015-** AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO RENAME THE DEPARTMENT OF PLANNING AND CODE ENFORCEMENT TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES
- D. ORDINANCE NO 2015-** AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE HOURS OF PERMISSIBLE DOOR-TO-DOOR SOLICITATION TO BRING PROVISIONS WITHIN CONSTITUTIONAL LIMITS.
- E. ORDINANCE NO. 2015-** AMENDING SECTION 6-2 OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE REFERENDUM PERIOD FOR ORDINANCES TO SIXTY (60) DAYS FOR ALL NON-BOND ISSUE ORDINANCES AND THIRTY (30) DAYS FOR ALL BOND ISSUE ORDINANCES, DECLARING AND EMERGENCY, AND FOR OTHER PURPOSES.
- F. ORDINANCE NO. 2015-** ANNEXING LANDS COMPLETELY SURROUNDED BY THE MUNICIPAL LIMITS OF BELLA VISTA AND THE CITY OF GRAVETTE, AND FOR OTHER PURPOSES.
- G. ORDINANCE NO. 2015-** ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BELLA VISTA, ARKANSAS, MAKING SAME A PART OF THE CITY, AND ASSIGNING SAME TO WARDS AND ZONING DISTRICTS.
- H. ORDINANCE NO. 2015-** ACCEPTING AND CONFIRMING EASMENTS DEDICATED TO THE PUBLIC AND FOR OTHER PURPOSES.
- I. Resolution R2015-** APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGEMENT CONTRACT WITH NABHOLZ CONSTRUCTION FOR GUARANTEED MAXIMUM PRICING FOR THE STREET DEPARTMENT FACILITY, AMENDING THE CAPITAL BUILDING BUDGET, AND FOR OTHER PURPOSES.
- J. Resolution R2015-** AMENDING THE 2015 CITY BUDGET TO APPROPRIATE AN ADDITIONAL TOTAL OF \$59,000.00 FROM GENERAL FUND RESERVES TO FUND ADDITIONAL SNOW REMOVAL EQUIPMENT, AND TO AUTHORIZE AND FUND THREE (3) ADDITIONAL STREET DEPARTMENT EMPLOYEES.

- K. Resolution R2015-** AMENDING THE 2015 CITY BUDGET TO TRANSFER \$15,000.00 FROM PLANNING DEPARTMENT ACCT. 15-57000 TO THE POLICE DEPARTMENT FOR SALARIES AND BENEFITS, AND AUTHORIZING THE CREATION OF TWO ADDITIONAL POSITIONS (PROFESSIONAL STANDARDS OFFICER (SWORN POSITION) AND PROPERTY CLERK NON-SWORN POSITION) FOR THE POLICE DEPARTMENT.
- L. Resolution R2015-** AMENDING THE 2015 CITY BUDGET TO TRANSFER \$7,000.00 FROM PLANNING DEPARTMENT ACCT 15-57000 INTO 53700 BUDGET ACCOUNTS TO FUND THE PURCHASE OF APPROXIMATELY 9500 DAFFODIL BULBS FOR PURPOSES OF A CITY BEAUTIFICATION INITIATIVE.
- M. Resolution R2015-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC FOR THE PROVISION OF REPORTING AND TRACKING SERVICES REQUIRED BY THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.
- N. Resolution R2015-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PINNACLE PROPANE FOR THE PURCHASE OF PROPANE GAS FOR CITY FACILITIES IN THE AMOUNT OF \$.879 per GALLON FOR 2000 GALLONS AND \$.979 PER GALLON FOR THE REMAINING 8000 GALLONS.
- O. Resolution R2015-** ESTABLISHING A POLICY CONCERNING MAYOR'S EXPENSES RELATED TO LOCAL MEETINGS OR GATHERINGS ATTENDED FOR A PUBLIC PURPOSE.
- P. Resolution R2015-** CONDEMNING AND ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED, UNSAFE, AND NUISANCE STRUCTURE OWNED BY ROBERT LEE JACKSON LOCATED AT 9276 SUITS US DRIVE IN THE CITY OF BELLA VISTA.

DISCUSSION –

MEETINGS AND ANNOUNCEMENTS:

- **The next City Council Work Session will be Monday Sept. 21, 2015 @ 5:30PM in the City Hall Conference Room.**
- **The next Regular meeting of the City Council, Monday Sept. 28, 2015 at 6:30 PM at the Bella Vista American Legion Hall.**
- **Planning Commission Work Session will be Wednesday Sept. 2, 2015 at 4:00PM in the City Hall conference room.**
- **Planning Commission Regular Meeting will be Sept. 14, 2015 at 6:30PM in the City Hall Conference room.**
- **Public Safety Committee Meeting will be Sept. 9, 2015 at 9:00AM in the City Hall Conference room.**

ADJOURNMENT

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

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

Bella Vista City Council Regular Meeting – July 27, 2015 – 6:30PM

Meeting called to Order by Mayor Christie at 6:30PM

Invocation was given by Pastor Mark Voll of Village Bible Evangelical Free Church.

Pledge of Allegiance was recited by all.

City Clerk Jertson called the roll of Alderman; Alderman Anderson, Alderman Flynn, Alderman King, Alderman Morgan, Alderman Wozniak and Alderman Wilson were present.

Citizen Input: Pastor Mark Voll, of 9 Bytham Circle expressed concerns about the speed limit on Forest Hills Blvd. With the new church being built, new Fire Station coming soon and other proposed development in that area he urged the City to approach the State Hwy Dept. about the concerns.

Fred Olson of 6 Carter Circle brought up a hole in the road on Trafalger Rd. He identified the location and was hoping the City could address it soon. Alderman Wozniak commented he was familiar with the location of the problem.

Morris Wohl of 13 Dunbarton Circle expressed concern about a house in their neighborhood that has been under construction for some time and is detracting from the neighborhood. They wanted Building Code Enforcement to look into their concerns.

Chris Van Note of 5 Dunbarton Pl spoke also about the same issue. He also had photographs of the property in question and left them with the Mayor to check into the issue. Mayor Christie said he would follow up on the issue.

Next item of Business was the approval of minutes from the last Council meetings.

June 22, 2015 Motion by Alderman Anderson, second by Alderman Wilson. Ayes: 6, Nays: 0

July 2, 2015 Motion by Alderman Anderson, second by Alderman Wozniak. Ayes: 6 Nays: 0

July 20, 2015 Motion by Alderman Anderson, second by Alderman King. Ayes: 6 Nays: 0

Financial Report for June, 2015: The Mayor explained with the use of projected graphs the current condition of the Cities position.

Revenue

1. General Operating Account \$37.7K Favorable
 - a. County sales tax exceeded expectations by \$36K
2. Street Department \$207K Unfavorable
 - a. There was a budgeted transfer of \$400K in the budget to cover projected shortfall. This transfer was not required due to the fire insurance payment received in May.

Expenses

1. General Operating Account \$12K Unfavorable
 - a. Fire equipment expense \$14K Unfavorable
1. Streets Department \$287 Favorable
 - a. Resurfacing project not started. Will occur in July. \$100K F

b. Equipment >\$1K not spent. Will occur in July. \$200K F

Reserve \$8.2M

Net Income YTD \$2.5M

The Mayor then commented on the new logo for the City. The slide of the new logo was on the screen. The new logo will be explained in the Vista this coming Wednesday. Design was done at no cost to the City by Elkins Design. The Mayor explained that one item that was on the Council's work session has been pulled from the agenda because of contract concerns. This is related to Obamacare reporting that is required of any employer of 50 or more employees.

A motion to suspend the rules and read all proposed Ordinances and Resolutions by title only was made by Alderman King, second by Alderman Morgan. Roll Call Vote Ayes: 6, Nays: 0

The first Ordinance was read by the Mayor;

ORDINANCE NO 2015- AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA BY ADDING ARTICLE III VEHICLE TOWING TO CHAPTER 26 TRAFFIC AND VEHICLES TO COMPLY WITH STATE LAW CONCERNING THE ANNUAL REPORTING OF TOWING AND STORAGE RATES. (**Second Reading**) There being no questions this will move to 3 and final reading at the August meeting.

ORDINANCE NO 2015-16- AUTHORIZING BORROWING FUNDS PURSUANT TO ARKANSAS CONSTITUTIONAL AMENDMENT 78 FOR THE ACQUISITION OF A 2015 KME CUSTOM PUMPER FIRE TRUCK BY ISSUANCE OF A PROMISSORY NOTE; PROVIDING FOR SECURITY FOR THE REPAYMENT OF THE PROMISSORY NOTE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

This new Fire Truck could be here in as little as 30 days. Because of this Alderman Anderson moved that the council suspend the rules and waive 3 readings and go to final reading. That was seconded by Alderman Morgan. Roll Call vote was taken and there were 6 Ayes and 0 Nays. The Ordinance was then read a final time by the Mayor and a motion was made by Alderman Anderson and a second was made by Alderman Wozniak to approve the Ordinance. Roll Call Vote was taken, Ayes: 6 Nays: 0 Ordinance adopted. The Mayor then asked that the Council consider adopting an Emergency Clause which would put the Ordinance in effect immediately. A motion was made by Alderman Anderson and a second by Alderman King. A roll call vote was taken. Ayes: 6, Nays:0 Emergency Clause applied.

Council then went into a Public Hearing concerning the Ordinance to annex lands bounded on three sides by Bella Vista and one side by the City of Gravette.

ORDINANCE NO 2015- ANNEXING LANDS COMPLETELY SURROUNDED BY THE MUNICIPAL LIMITS OF BELLA VISTA AND THE CITY OF GRAVETTE, AND FOR OTHER PURPOSES.

. There was no public comment. The Mayor then closed the Public Hearing and this Ordinance will be placed on the August Agenda for consideration.

ORDINANCE 2015-AMENDING SECTION 20-3 OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE PERMISSIBLE TIME PERIODS FOR USAGE OF FIREWORKS, AND FOR OTHER PURPOSES.

Some discussion was held on the reasons for this Ordinance. Primarily this puts Bella Vista in a similar situation as surrounding communities. Alderman Morgan commented on her support of this change. Also Police Chief Farmer also reposted that there had been many more complaints than previous years. The dates were explained and the Ordinance will move to second reading at the August meeting.

RESOLUTION R2015-46- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH MERCY HEALTH NORTHWEST ARKANSAS COMMUNITIES D/B/A MERCY CLINIC NORTHWEST ARKANSAS COMMUNITIES FOR THE CREATION OF A COMMUNITY PARAMEDIC PROGRAM.

Fire Chief Sims gave an overview of how this program would work and spoke about the benefits that this will bring to residents of Bella Vista who are hospitalized. This would allow the City Paramedic's to assist residents as they are released from hospitalization. At this point this is a one year program and will be assessed as the time goes on to determine its effectiveness. A Motion was made by Alderman Flynn, second by Alderman Wilson. Roll Call vote taken; Ayes: 6, Nays: 0

RESOLUTION R2015-47- A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR THE RIORDAN ROAD TRAILHEAD PROJECT.

Planner Suneson gave an overview of this Resolution and talked about some of the challenges that need to be met for this to be completed. There will be an application for funding for this project and it will not be known for some time if that will be awarded. A Motion was made by Alderman Flynn, second by Alderman Wilson. Roll call vote, Ayes: 6, Nays: 0 Adopted.

Resolution R2015-48- A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA TO APPLY FOR STP-A FUNDING FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL ASSESSMENT FOR THE MERCY WAY BRIDGE AND CORRIDOR IMPROVEMENTS; AND FOR OTHER PURPOSES.

Again Planner Suneson gave an explanation of the project and discussed the possible timeline to completion. This will be a long term project and the need to apply now for the funding and to express the Cities willingness to be involved is crucial. Alderman Anderson explained the obligation that the City will have with this Resolution. A Motion was made by Alderman Flynn and a second by Alderman Wilson. Roll call vote- Ayes: 6, Nays: 0

Resolution R2015-49- A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BELLA VISTA TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION FOR THE DARTMOOR ROAD HAWK CROSSING PROJECT.

Planner Suneson again gave an explanation of this project and used a visual to point out the different elements of the project. Alderman Anderson moved approval, second by Alderman Wozniak. Roll Call Vote resulted in passage by vote of 6 Ayes and 0 Nays. Adopted.

The Mayor went over the upcoming Meetings.

MEETINGS AND ANNOUNCEMENTS:

- The next City Council Work Session will be Monday August 17, 2015 @ 5:30PM in the City Hall Conference Room.
- The next Regular meeting of the City Council, Monday August 24, 2015 at 6:30 PM at the Bella Vista American Legion Hall.
- Planning Commission Work Session will be Wednesday July 29 2015 at 4:00PM in the City Hall conference room.
- Planning Commission Regular Meeting will be August 10, 2015 at 6:30PM in the City Hall Conference room.
- Public Safety Committee Meeting will be August 12th, 2015 at 9:00AM in the City Hall Conference room.

The meeting was adjourned by Mayor Christie at 7:12PM

City Clerk Wayne Jertson

Mayor Peter Christie

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA BY ADDING ARTICLE III VEHICLE TOWING TO CHAPTER 26 TRAFFIC AND VEHICLES TO COMPLY WITH STATE LAW CONCERNING THE ANNUAL REPORTING OF TOWING AND STORAGE RATES

WHEREAS, Arkansas Code Annotated § 27-50-1217 (Act 387 of 2015), mandates that if a government entity implements a nonconsent towing rotation list, the government entity shall require each towing and storage firm that tows, removes, or stores vehicles in the government entity’s jurisdiction to annually file a list of the towing and storage firm’s current rates for services; and

WHEREAS, the City of Bella Vista maintains such a nonconsent towing rotation list;

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

SECTION 1: The Code of Ordinances of the City of Bella Vista, Arkansas is hereby amended by adding Article III Vehicle Towing to Chapter 26 Traffic and Vehicles, which shall read as follows:

“Article III. Vehicle Towing

Sec. 26-50. Filing of List of Towing and Storage Rates Required

For so long as the City maintains a nonconsent towing rotation list, each towing and storage firm that tows, removes or stores vehicles in the City shall file annually with the Bella Vista Police Department a list of the towing and storage firm’s rates for services.”

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 20-3 OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE PERMISSIBLE TIME PERIODS FOR USAGE OF FIREWORKS, AND FOR OTHER PURPOSES

WHEREAS, Section 20-3 provides that fireworks may only be used or exploded during the Fourth of July period from June 27 through July 11; and

WHEREAS, this is a significantly longer period of time than is permitted by surrounding communities; and

WHEREAS, the City of Bella Vista desires to bring its time restrictions for the usage of fireworks to a period more in line with surrounding communities;

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

SECTION 1: Subsection (b) of Section 20-3 of the Code of Ordinances of the City of Bella Vista, Arkansas is hereby amended so that after amendment, the subsection shall read as follows:

“(b) On the dates of July 3 through July 5 between the hours of 6:00 p.m. and 12:00 midnight and on December 31 beginning at 6:00 p.m. through 1:00 a.m. on January 1 of each year, the use of fireworks shall be permitted, with the exception of any aerial fireworks device attached to a stick commonly referred to as a “bottle rocket,” or any other similar device, regardless of its name.”

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO RENAME THE DEPARTMENT OF PLANNING AND CODE ENFORCEMENT TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

WHEREAS, City Administration desires to rename the Department of Planning and Code Enforcement to more accurately reflect the goals and duties of the Department;

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

SECTION 1: All references in the Code of Ordinances of the City of Bella Vista to the “Planning and Code Enforcement Department” or the “Department of Planning and Code Enforcement” or similar phrasing shall be amended to the “Department of Community Development Services”.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE HOURS OF PERMISSIBLE DOOR-TO-DOOR SOLICITATION TO BRING PROVISIONS WITHIN CONSTITUTIONAL LIMITS

WHEREAS, current City ordinance prohibits door-to-door solicitation between the hours of 7:00 p.m. and 9:00 a.m.; and

WHEREAS, the U.S. Court of Appeals for the Eighth Circuit, which includes Arkansas, has determined that hour limits more restrictive than 9:00 p.m. to 9:00 a.m. violate the First Amendment;

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

SECTION 1: Section 16-22 of the Code of Ordinances of the City of Bella Vista, Arkansas is hereby amended so that, after amendment, the section shall read as follows:

“Sec. 16-22. Entrance to premises.

Except as otherwise provided by law, it shall be unlawful for any individual conducting door-to-door selling or soliciting to enter upon any private premises, between the hours of 9:00 p.m. and 9:00 a.m., for any purpose described in section 16-21.”

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 6-2 OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE REFERENDUM PERIOD FOR ORDINANCES TO SIXTY (60) DAYS FOR ALL NON-BOND ISSUE ORDINANCES AND THIRTY (30) DAYS FOR ALL BOND ISSUE ORDINANCES, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, Act 1093 of 2015 amended the law concerning municipal referendum petitions by mandating a sixty (60) day referendum period for any issue not involving a municipal bond; and

WHEREAS, the City of Bella Vista desires to bring its ordinances into accord with state law on the subject;

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

SECTION 1: Subsection (a) of Section 6-2 of the Code of Ordinances of the City of Bella Vista, Arkansas is hereby amended so that, after amendment, the subsection shall read as follows:

“(a) All referendum petitions under Amendment 7 to the state constitution, except those concerning a municipal bond, must be filed with the City Clerk within sixty (60) days after passage of such ordinance, or other referable measure. All referendum petitions under Amendment 7 to the state constitution concerning a municipal bond must be filed with the City Clerk within thirty (30) days after passage of such ordinance, or other referable measure.”

SECTION 2: EMERGENCY CLAUSE. The need to clarify the referendum period for ordinances of the City is necessary to preserve the public peace, health and safety. Therefore, an emergency is hereby declared to exist, and this Ordinance shall take immediate full force and effect from and after the date of its approval.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

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

MEETING DATE: August 24, 2015 Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Annexing Lands Completely Surrounded by the Municipal Limits of Bella Vista and the City of Gravette, and for Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Under state statute A.C.A. § 14-40-501 and following, territory such as this may be annexed by ordinance into the city with the larger perimeter along the territory's boundary. As seen in the exhibit, Bella Vista surrounds this territory on three sides, providing the larger perimeter.

Under the referenced statute, when a city considers annexing territory by ordinance it must provide the property owners 15 days notice by certified, return receipt mail and by publication in a newspaper of general circulation within the city of its intent to annex and provide a public hearing for the owners to express their views on the matter. Staff initiated notification of a public hearing at the Council's July 27, 2015 regular meeting to the property owners on July 10, 2015, and had a legal notice published in the July 12, 2015, edition of the Arkansas Democrat-Gazette. At the City Council's regular meeting on Monday, July 27, 2015, no property owners were represented at the hearing.

Municipal code requires the Planning Commission to conduct a public hearing when providing the City Council with a recommendation on zoning district assignments. Staff initiated legal notifications for a public hearing at the Commission's regular monthly meeting on August 10, 2015. Notice by publication was provided in the Weekly Vista on July 22, 2015, and signs announcing the hearing date were posted by Staff on August 3, 2015.

At its public hearing on August 10, 2015, the Planning Commission heard interested parties regarding the annexation. Those members of the public speaking on the matter voiced that they wanted to see the area to be low density residential, and none voice opposition. Under Planning Commission Resolution 2015-07, the Commission voted unanimously to recommend assignment of a blend of zoning districts as shown in the table in Section 4.

The ordinance under consideration would attach the territory described into the City, extend basic services to the territory, assign the territory to Ward 2 for voting purposes, and assign the territory to zoning districts.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt

Hole in the Wall Cave area, Proposed Zoning



0 0.0325 0.065 Miles

The map was created by the Boston County GIS Department. The data is a public representation. This map has been developed from the best available sources. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall Boston County be liable for direct, indirect, incidental, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits, arising out of or in reliance on the data. Boston County is in no way responsible for or liable for any misrepresentation or use of this map. Disclosure of this map is intended for information purposes and should not be considered authoritative engineering, legal and other site-specific uses.



Date: 7/20/2015

Annexation Area Vicinity Map



City of Gravette

Subject Parcels

City of Bella Vista

N
Date: 7/10/2015
0 0.0275 0.055 Miles

The map was created by the Benton County GIS Department. The data is a graphical representation. This map has been developed from the best available source. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed. In no event shall Benton County be liable for direct, indirect, incidental, consequential or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits, arising out of or reliance on the data. Benton County is in no way responsible for or liable for any misrepresentation or use of this map. Disclosure of this map is intended for information purposes and should not be considered authoritative for engineering, legal and other site-specific uses.

ORDINANCE NO. 2015-_____

ANNEXING LANDS COMPLETELY SURROUNDED BY THE MUNICIPAL LIMITS OF BELLA VISTA AND THE CITY OF GRAVETTE, AND FOR OTHER PURPOSES

WHEREAS, A.C.A. 14-40-501 – 14-40-503 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of two municipalities may be annexed by the municipality with the greater distance of city limits adjoining the unincorporated area's perimeter; and

WHEREAS, the City of Bella Vista has the greater amount of city limits and desires to annex the territory more particularly described below; and

WHEREAS, the areas to be annexed comply with the standards for lands qualifying for annexation which are set forth in A.C.A. 14-40-301 – 14-40-304 and 14-40-501 – 14-40-503; and

WHEREAS, on July 10, 2015, a legal notice was published setting out the description of the territory proposed to be annexed, and all property owners within the area were notified by certified mail of their right to appear at a public hearing on this matter; and

WHEREAS, said public hearing was held on July 27, 2015, at 6:30 pm and all person wishing to be heard had the opportunity to speak.

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

SECTION 1. That the following described lands, which have the larger perimeter along the incorporated limits of the City of Bella Vista, and which are shown on map which is attached hereto and made a part hereof, are hereby annexed to the City of Bella Vista:

Located in a part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 4, Township 20 North, Range 31 West in Benton County, Arkansas, more particularly described as follows:

Commencing at the Northeast corner of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4; thence southerly along the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, to the intersection of the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the northern boundary line of Plymouth Subdivision for the POINT OF BEGINNING; thence easterly along said northern boundary line of Plymouth Subdivision to the intersection of western right-of-way of Highlands Road; thence southerly along said western right-of-way of Highlands Road to the intersection of the western right-of-way of Chelsea Road; thence generally southwesterly along said western right-of-way of Chelsea Road to the intersection of the western right-of-way of Plymouth Circle; thence southwesterly along said western right-of-way of Plymouth Circle to the intersection of western right-of-way of Kenninghall Lane; thence

southwesterly along the western right-of-way of Kenninghall Lane to the intersection of the southern boundary line of Plymouth Subdivision, which point is the southernmost corner of Lot 5 Block 4 of the Plymouth Subdivision; thence westerly along the southern boundary line of Plymouth Subdivision to the intersection of the western boundary line of Plymouth Subdivision; thence northerly along the western boundary line of Plymouth Subdivision to the intersection of the northern boundary line of Plymouth Subdivision; thence easterly along the northern boundary line of Plymouth Subdivision to the POINT OF BEGINNING.

This description encompasses tracts of land as shown by survey plats recorded at Book 2004 Page 112 and Plymouth Subdivision recorded at Book M Page 227 in the Benton County, Arkansas Records.

SECTION 2. That all necessary basic municipal services, including police protection, fire protection, trash removal, street maintenance, and code enforcement, shall be extended to such areas upon the effective date of this ordinance.

SECTION 3. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bella Vista, and the same shall henceforth be a part of said ward as fully as existing parts of said Ward.

SECTION 4. That the above described territory shall be assigned to the following zoning districts by parcel numbers:

Parcel	Owner	Zoning District
15-84685-000	BLOESE, JOHN & LOIS & BLOESE, TIMOTHY J	R-1
15-84688-001	SCOGGINS, DAVID S & WENDI L	R-1
15-84689-000	BVPOA	P-1
15-84684-000	ZEHNDER, JAYME	R-1
15-84687-000	HOBSCHEIDT, PAT H & DEBORAH	R-1
15-84688-002	COOPER COMMUNITIES INC	P-1
15-84686-000	JOHNSON, WILLIAM DAVID & VICKI R	R-1

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

Prepared by: Christopher Suneson, PLA, Director of Planning, Building, and Code Enforcement

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

MEETING DATE: August 24, 2015 Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Accepting the Annexation of Certain Territory to the City of Bella Vista, Arkansas, Making Same a Part of the City, and Assigning Same to Wards.

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: A.C.A §14-40-601 and following provides procedures by which landowners adjacent to a municipal boundary may voluntarily annex their land into a city. In June of this year, Wonderland Cave Holdings, LLC filed a petition with the County Judge to annex land in its ownership into the City of Bella Vista. Please see attached vicinity map.

After providing proper notice of the hearing at the County, County Judge Bob Clinard concurred with the petition and signed an annexation order on July 8, 2015. Under the referenced statutes, the City Council may take the matter up after a 30 day waiting period.

It has been practice for the Planning Commission to provide a recommendation on zoning to the City Council for inclusion in the annexation ordinance. Municipal code requires the Planning Commission to conduct a public hearing on such matters, and Staff initiated legal notifications for a public hearing at the Commission's regular monthly meeting on August 10, 2015. Notice by publication was provided in the Weekly Vista on July 22, 2015, and signs announcing the hearing date were posted by Staff on August 3, 2015.

At its public hearing on August 10, 2015, the Planning Commission heard interested parties regarding the annexation. Only the applicant presented comments at the public hearing. The Planning Commission voted 5-1 to defeat resolution 2015-08 which provided a recommendation of C-4, Shopping Center District for the territory.

Municipal Code §109-70(f) provides that territory annexed into the city shall be considered in the A-1, Agricultural district unless provided for in the annexing ordinance, or until such time that is rezoned. Attached to this report is a comparative table of uses allowed in all commercial districts. The administration is recommending C-3, Central Business District for purposes of initial zoning assignment.

The ordinance under consideration would attach the territory described into the City, extend basic services to the territory, assign the territory to Ward 2 for voting purposes, and assign the territory to a zoning district.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of the ordinance, and requests that the City Council waive the normal three readings of the ordinance.

ACTION REQUESTED:
 Motion to adopt

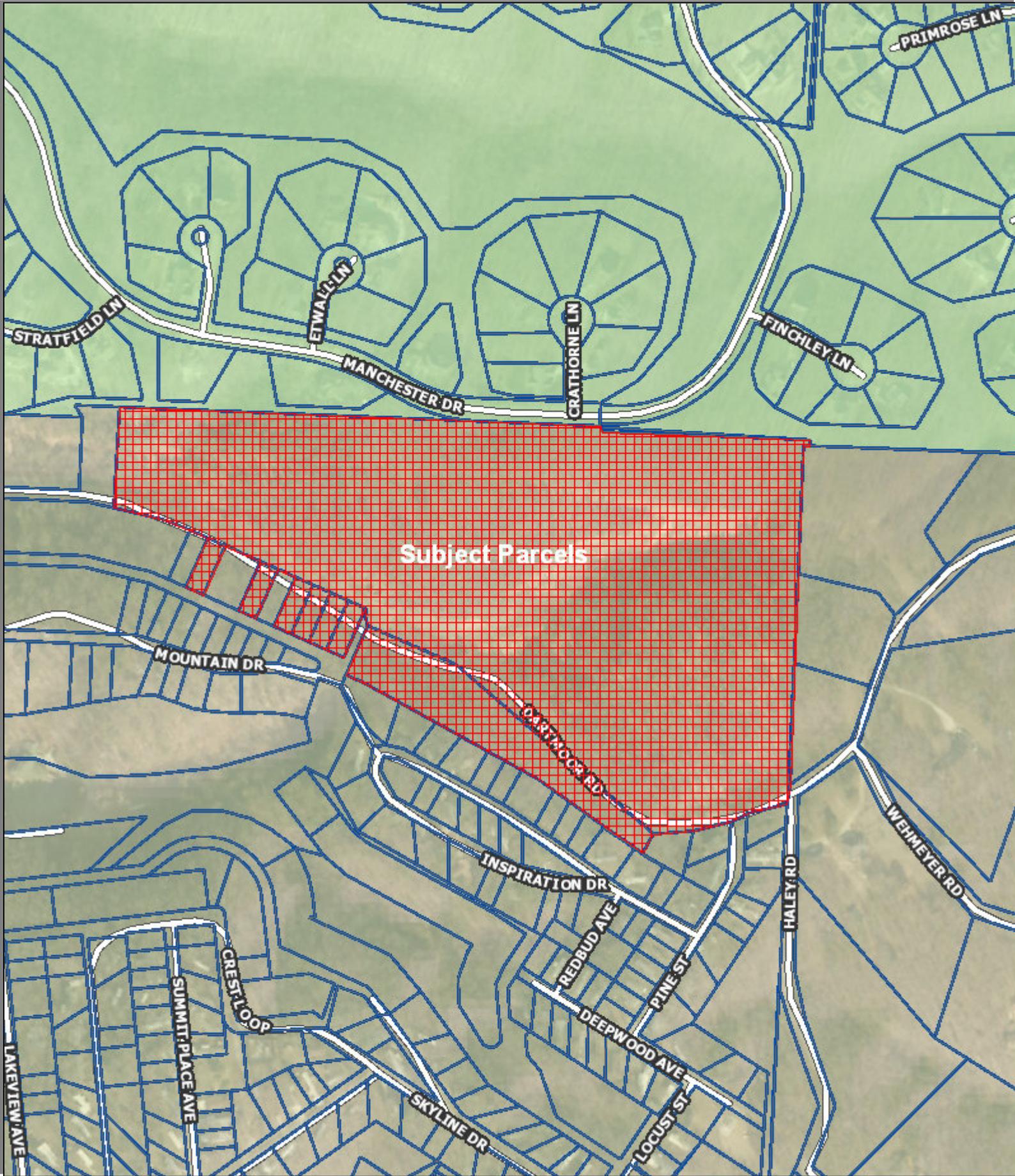
Table of Permitted Uses				
Key: P = Permitted Use C = Conditional Use Blank = Not Permitted	Districts: C-1, Neighborhood Commercial C-2, Light Commercial C-3, Central Commercial C-4, Shopping Center District			
	Type of Use	C-1	C-2	C-3
Accessory Building, Nonresidential	P	P	P	P
Accessory Building, Residential	P	P	P	P
Accessory Use		P	P	
Adult day care center	P	P	P	
Agricultural products processing				
Agriculture				
Animal clinic or hospital	P	P	P	P
Animal – domestic or household	P	P	P	P
Animal – grooming	P	P	P	P
Animal – farm				
Animal – boarding, kennels, rescue, or shelter	C	C	P	P
Animal – exotic or wild by nature				
Apiculture				
Appliance repair		P	P	P
Arboretum or botanical garden	P	P	P	P
Arena/Auditorium		C	C	P
Armored car service		P	P	P
Art gallery, museum or similar public use	P	P	P	P
ATM machine	P	P	P	P
Auctioneer		P	P	P
Auto painting or body rebuilding shop			C	P
Auto glass or muffler shop			P	P
Auto parts and accessory sales			P	P
Automobile and motorcycle display, sales or service (new or used)			P	P
Auto repair garage			P	P
Banks and Financial Institutions	P	P	P	P
Bar, lounge or tavern	C	P	P	P
Beauty Salons, Barbers and Spas	P	P	P	P
Bed & breakfast	P	P	P	P
Blueprinting, photocopying, and similar reproductive service	C	P	P	P
Breeding Facility	C	C	P	P
Boat houses	P	P	P	P
Boat rental or storage		C	C	C
Building materials, retail sales		P	P	P
Building materials or lumber, wholesale sales			P	P
Building services including janitorial services, floor waxing, and office cleaning	P	P	P	P
Bus, truck, sales, service, rental repair, storage		C	C	C
Car wash		C	P	P
Carting, crating, express handling, moving, or storage		C	C	C
Catering service	P	P	P	P
Cement Plant				
Cemetery or mausoleum	C	C	C	C
Cesspool cleaning establishment				
Chickens, Hobby				
Child care facility	P	P	P	P

Table of Permitted Uses				
Key: P = Permitted Use C = Conditional Use Blank = Not Permitted	Districts: C-1, Neighborhood Commercial C-2, Light Commercial C-3, Central Commercial C-4, Shopping Center District			
	Type of Use	C-1	C-2	C-3
Cold storage plant				
Commercial cleaning services and storage			C	C
Community center: public	P	P	P	P
Community welfare or health center	P	P	P	P
Construction equipment office or sales		P	P	P
Construction equipment repair or storage				
Contract sorting, grading, and packing of fruits and vegetables for grower				
Contractor maintenance yard				
Convalescent /maternity / nursing home	P	P	P	P
Convenience store	C	P	P	P
Club, public or private	C	C	C	C
Crematory		C	C	C
Delivery service	C	P	P	P
Detective or protective service	P	P	P	P
Diaper service	C	C	C	C
Disinfecting, deodorizing, or exterminating service		C	C	C
Drafting service	P	P	P	P
Docks and dockside recreational improvements	P	P	P	P
Drugstore or pharmacy	P	P	P	P
Dry goods store	P	P	P	P
Dry-cleaning, pickup or self-service	P	P	P	P
Duplex	P	P	P	
Dwelling, accessory	P	C	C	
Dwelling, single family	P	P		
Dwelling, two-family	P	P	P	P
Dwelling, manufactured				
Dwelling, multi-family (3 units or more)	P	P	P	P
Electric regulating substation	C	C	C	C
Electric utility maintenance/storage facility			C	C
Farming				
Financial institution	P	P	P	P
Fire extinguisher service		C	C	C
Fishery				
Food products: retail as primary use and baking and cooking as secondary use	P	P	P	P
Food products: manufacturing				
Funeral home	C	P	P	P
Golf Courses, Clubhouse				
Greenhouse, Residential or Commercial	C	P	P	P
Hardware store		P	P	P
Hardware, industrial sales		C	C	C
Hay, grain, or feed store			P	P
Hazardous material storage				
Health studio or spa	P	P	P	P
Highway or street maintenance garage, yard, or similar facility			C	C
Home occupation				
Hospital		P	P	P
Hotel / Motel		P	P	P
Household cleaning services	P	P	P	P
Insurance agencies	P	P	P	P

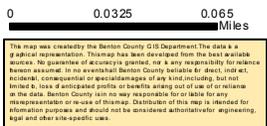
Table of Permitted Uses				
Key: P = Permitted Use C = Conditional Use Blank = Not Permitted	Districts: C-1, Neighborhood Commercial C-2, Light Commercial C-3, Central Commercial C-4, Shopping Center District			
	Type of Use	C-1	C-2	C-3
Industrial cleaning plants				
Junk or salvage yard				
Laboratory, Dental or Medical		P	P	P
Laboratory, Manufacturing		C	C	C
Laboratory, Research		P	P	P
Livestock				
Machinery sales and service			C	C
Manager / caretaker residence		C	C	C
Manufactured home sales, service, and manufacturing				
Manufactured home park				
Manufacturing				
Mining				
Mini-warehouse storage			C	C
Monument works				
Motor freight terminal				
Newspaper offices / print shop	C	P	P	P
Office, General	P	P	P	P
Office, Warehouse				
Parking facility (as principal use)		C	P	P
Park, Public or Private	P	P	P	P
Pet Shop	P	P	P	P
Petroleum products: storage and wholesale				
Photography studio	P	P	P	P
Plumbing, electrical, air conditioning, heating sales and service		P	P	P
Public Buildings, Government Services	C	C	C	C
Public Safety facilities	C	C	C	C
Public Utilities facilities	C	C	C	C
Recreational facilities, indoor	P	P	P	P
Recreational facilities, outdoor		C	C	C
Recreational vehicle parks			C	C
Recycling and reclamation				
Religious facilities	C	C	C	C
Restaurant	P	P	P	P
Restaurant, drive-in		P	P	P
Retail Store- Products	P	P	P	P
School facility	C	C	C	C
Service Office (Acct., Dentist)	P	P	P	P
Service station / gas station		C	P	P
Sexually oriented business				
Shelter	P	P	P	P
Solid waste disposal				
Slaughterhouse				
Stable, commercial				
Studio: cultural, broadcasting and recording	P	P	P	P
Transition Facility/Rehab			C	C
Temporary uses	C	C	C	C
Theater		P	P	P
Transportation facilities excluding airports			C	C
Truck Freight Terminal				

Table of Permitted Uses				
Key: P = Permitted Use C = Conditional Use Blank = Not Permitted	Districts: C-1, Neighborhood Commercial C-2, Light Commercial C-3, Central Commercial C-4, Shopping Center District			
	Type of Use	C-1	C-2	C-3
Truck Stop, Sales and Service				
Vehicle salvage				
Warehousing				
Wastewater facilities				C
Water filtration plant, pump station, elevated storage, treatment, plant, or reservoir	C	C	C	C
Wind generators and pumping equipment	C	C	C	C
Wireless telecommunications facilities (cell tower)	C	C	C	C

Wonderland Cave Annexation Exhibit



Subject Parcels



Date: 6/5/2015

ORDINANCE NO. 2015-_____

**ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF
BELLA VISTA, ARKANSAS, MAKING SAME A PART OF THE CITY, AND
ASSIGNING SAME TO WARDS AND ZONING DISTRICTS.**

WHEREAS, a petition was filed with the County Clerk of Benton County, Arkansas by the majority of the real estate owners of the hereinafter described territory praying that said territory be annexed to, and made a part of the City of Bella Vista, Arkansas; and

WHEREAS, on July 8, 2015, the County Court of Benton County, Arkansas, found that the petition was signed by a majority of the real estate owners in said territory; and that said territory was contiguous and adjoining the present corporate limits of the City of Bella Vista, Arkansas; that an accurate plat or map of said territory had been filed with and made a part of said petition; that proper notice had been given for the time and in the manner prescribed by law, and that all things pertaining thereto had been done in the manner prescribed by law, and that said lands and territory should be annexed to and made a part of the City of Bella Vista, Arkansas, subject to the acceptance of same by the City Council of said City at the proper time, as provided by laws; and

WHEREAS, the time fixed by law for appealing from said order of annexation made by the County Court has expired and no appeal has been taken from said order.

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

SECTION 1. That the following described lands, which have the larger perimeter along the incorporated limits of the City of Bella Vista, and which are shown on map which is attached hereto and made a part hereof, are hereby annexed to the City of Bella Vista:

A part of the NE 1/4 of the SE 1/4 and a part of the NW 1/4 of the SE 1/4 OF Section 1, Township 20 North, Range 31 West, Benton County, Arkansas, being shown by the third revised map of Bella Vista as Blocks 24, 25, 26, 27, 28, 29, 30, and Lots 13 through 17 of Block 31 and by the fourth revised map of Bella Vista as Lots 1 through 4, Lot 6, and Lot 9 of Block 1, and Lots 1 through 17 of Block 23, and being more particularly described as follows:

Commence at the NE corner of said NE 1/4 of the SE 1/4 for the Point of Beginning; thence South 928.41 feet to the south right-of-way of Dartmoor Road; thence along said right-of-way S72°45'48"W 339.22 feet to the northeast corner of Lot 17 Block 23; thence leaving said right-of-way S28°06'13"W 66.94 feet to the southeast corner of said Lot 17; then N56°12'00"W 400 feet; thence N64°41'45"W 407.96 feet to the southeast corner of Lot 1, Block 23; thence N69°15'54"W 330.0 feet to the southeast corner of Lot 5, Block 1; thence N20°44'06"E 140.0 feet to the south right-of-way of Dartmoor Road;

thence along said right-of-way N69°15'54"W 50.0 feet; thence leaving said right-of-way S20°44'06"W 140.0 feet; thence N69°15'54"W 50.0 feet; thence N20°44'06"E 140.0 to the south right-of-way of Dartmoor Road; thence along said right-of-way N69°15'54"W 100.0 feet; thence leaving said right-of-way S20°44'06"W 140.0 feet; thence N69°15'54"W 50.0 feet; thence N20°44'06"E 140.0 feet to the south right-of-way of Dartmoor Road; thence along said right-of-way N69°15'54"W 50.0 feet; thence N77°13'00"W 200.0 feet; thence leaving said right-of-way N00°13'45"E 292.84 feet to the North Quarter Section Line of the N1/2 of the SE1/4; thence along said Quarter Line N89°59'58"E 480.13 feet; thence N89°59'58"E 1310.10 feet to the Point of Beginning, and subject to all existing rights-of-way. Includes Parcels 15-70001-000, 15-70002-000, 15-70003-000, 15-70004-000, 15-70006-000, 15-70007-000, 15-70162-000, 18-09395-000.

SECTION 2. That all necessary basic municipal services, including police protection, fire protection, trash removal, street maintenance, and code enforcement, shall be extended to such areas upon the effective date of this ordinance.

SECTION 3. That the above described territory shall be annexed to and made a part of Ward 2 of the City of Bella Vista, and the same shall henceforth be a part of said ward as fully as existing parts of said Ward.

SECTION 4. That the above described territory shall be assigned to the C-3 zoning district.

PASSED THIS ____ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

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

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

MEETING DATE: August 24, 2015 – Regular Meeting

AGENDA ITEM:

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

SUBMITTED BY: Christopher Suneson, PLA

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

PLA-2015-22821 was reviewed by the Planning Commission on August 10, 2015. This item is a lot split for Cotton Homes adjusts a properly line between Benton County Parcel #18-07831-000 and #18-07831-003, in total comprising approximately 26.07 acres of land. The instrument creates two parcels of 12.01 and 14.06 acres. Sufficient right-of-way exists along Buckstone Dr to conform to Master Street Plan requirements. The survey instrument would convey utility and drainage easement in conformance with the Subdivision regulations of the municipal code.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

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

ACTION REQUESTED:
Motion to adopt

ORDINANCE NO. 2015-____

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

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

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

WHEREAS, on August 10, 2015, the Bella Vista Planning Commission reviewed and recommended approval of PLA-2015-22821, requiring the easement dedication on the subject parcel.

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

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

PASSED THIS ____ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

Prepared by: Christopher Suneson, PLA, Director of Planning, Building, and Code Enforcement

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

MEETING DATE: August 24, 2015 Regular Meeting

AGENDA ITEM:

ITEM TITLE: Approving an Amendment to the Construction Management Contract with Nabholz Construction for Guaranteed Maximum Pricing for Construction of the Street Department Facility, Amending the Capital Building Budget, and for Other Purposes.

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: The City’s construction manager for the Street Department Facility, Nabholz Construction, received bids to complete guaranteed maximum pricing for the project on August 14, 2015. The project’s budget currently stands at:

100-57000: Professional Fees	
Architectural / Engineering Fees	\$160,000
Construction Management Fees	\$133,500
100-57650: Capital Construction Costs	\$1,925,095
<i>Total Budgeted Project Costs:</i>	<i>\$2,218,595</i>

In July, the Council authorized expenditure of project construction costs in the amount of \$188,322 and construction manger’s fees of \$9,912 from currently budgeted funds.

In the proceeding contract amendment, Nabholz Construction has provided guaranteed maximum pricing of **\$2,133,297** which includes construction costs of \$2,015,966 and construction manager’s fees of \$117,331. These costs include the previous authorized expenditure in June.

	Metal Building Purchase Amendment, June	Additional Costs, Under Consideration with GMP resolution	Total Project Costs
Construction Mgmt Fees	\$9,912	\$107,419	\$117,331
Capital Construction Costs	\$188,322	\$1,827,644	\$2,015,966
<i>Totals</i>	<i>\$198,234</i>	<i>\$1,935,063</i>	<i>\$2,133,297</i>

The City is comfortably in budget for the costs of the construction management fees associated with the project. However, the capital construction costs provided by Nabholz exceed budgeted funds by \$90,871. The resolution under consideration would adjust this budget line item to cover this short fall.

Nabholz has provided a list of exclusions in the amendment that includes extension of electric service to the site and fees for the provision of water and sewer service to the project. Since these items are outside of the scope of the contract with Nabholz, the administration will account for these costs separately and pay them directly to each utility provider. The administration is requesting funds to be budgeted for these costs as such:

Utility Costs

100-55100: Utilities – Electric	\$20,000
100-55500: Utilities – Sewer	\$2,500
100-55600: Utilities – Water	\$5,000

The resolution under consideration would authorize the Mayor to execute a contract amendment with Nabholz in the amount of \$2,133,297, adjust the capital construction costs line item in the budget by \$90,871, and establish funds in the budget to cover utility costs for the project.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:

Motion to adopt

New Street Department Facility - Amendment No.2

Guaranteed Maximum Price

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to the AIA Document A133, Standard Form of Agreement Between Owner and Construction Manager, dated **June 4, 2015** between **City of Bella Vista** (Owner) and **Nabholz Construction Corporation** (the Construction Manager), for the **New Street Department Facility** (the Project), the Owner and Construction Manager agree to the following limited scope and funds as set forth below.

5.2 Guranteed Maximum Price

The Construction Manager is submitting this Amendment #02 to collect written authorization for the construction costs to complete the New Street Department Facility. The Guaranteed Maximum Price is based on the attached Bid Day Summary Estimate of \$1,935,063.00, excluding metal building procurement in Amendment No. 1. The total cost for construction through Amendment No. 2 is \$2,133,297. Work shall be constructed per Plans & Specifications prepared by Crafton Tull dated July 24, 2015, Addendum #1 dated August 12, 2015.

Total for above:	\$1,935,063.00
Contract Sum Prior to this Amendment:	\$198,234.00
Current Contract Sum inclusive of this Amendment 02:	\$2,133,297.00

5.2.3 Allowances included in Section 5.2

The Contractor is submitting the following list of Allowances that are included in the Guaranteed Maximum Price:

1. Testing Services: \$10,000
2. Undercut allowance for paved areas: \$21,900
3. Undercut allowance for building pad: \$29,250
4. Irrigation metering and irrigation sleeves through rock: \$5,000

5.2.4 List of Exclusions

Exclusions: Building permit, Sewer lift station and force main, Sewer impact fees, Water service tap and valve, Water meter installation, Water impact fees, Carroll Electric Impact and service fees by owner, Chain link fencing and vehicle gates, and Fire suppression system.

Attachments: Exhibit A – Street Department Bid Day Estimate
Exhibit B – Crafton Tull Title Page and Schedule of Drawings
Exhibit C – Addendum #1 dated August 12, 2015

ARTICLE 5 CONTRACT TIME

The date of commencement of the work shall be within ten days of receipt of the owner's notice to proceed or the day after issuance of all applicable permits, whichever is later.

OWNER

(Signature)

(Printed name and title)

Date

ATTEST

CONSTRUCTION MANAGER

(Signature)

Stephen J Clouten, EVP of Operations

(Printed name and title)

Date

ATTEST

The information contained herein is considered confidential and proprietary and is being provided by Nabholz Construction specifically for the project noted and the exclusive use of the individual or firm that requested it. Any duplication, re-transmission or modification of any of the information is strictly prohibited without the written authorization of Nabholz Construction Services.

**PROJECT NAME** Street Department Bid Day

PROJECT LOCATION Bella Vista, AR

REVIEW DATE 8/14/2015

ARCHITECT Crafton, Tull & Associates

ESTIMATED DURATION 5 mth

BUILDING SIZE 19,778 sqft

Job Phase	Nabholz	Description	Grand Total	Notes
01		Building Costs		
	01-0000	Final Cleaning	3,170	Speedy Cleaners
	01-4523	Testing & Inspection Services	10,155	Allowance
	03-0010	Building and Site Concrete	204,663	Advanced Concrete
	04-2000	Masonry	22,342	Walker Masonry
	05-1205	Misc. Structural Steel	8,704	MBM Enterprises
	06-2200	Millwork	15,129	Estes Millwork
	07-1000	Waterproofing and Dampproofing	9,211	Harness
	08-1113	Doors, Frames, and Hardware, Specialties	39,773	Felix Thomson/Trimtech
	08-3323	Overhead and Coiling Doors	35,143	Royal Overhead Door
	08-4100	Aluminum Storefronts, Glass, and Glazing	18,483	Bentonville Glass
	09-2116	Light Gage Framing, Drywall, Acoustical Ceilings	111,710	TJS
	09-6500	Tile and Commercial Flooring	14,725	Davis Floor Coverings
	09-9100	Painting and Finishing	62,696	Geels Paint
	10-1100	Exterior Letters	5,975	Cuerden Sign
	10-2226	Operable Partitions	21,530	Component Systems
	11-1100	Vehicle Service Equipment (By Owner)		
	12-2100	Blinds and Shades (By Owner)		
	13-3419	Pre-Engineered Structures (Material)	185,778	Varco Pruden
	13-3420	Pre-Engineered Structures (Erection)	99,016	Wilshar
	13-3421	Metal Building Insulation (Material)	28,370	Varco Pruden
	22-0000	Plumbing	88,754	Nabholz Plumbing
	23-0000	HVAC	67,077	Multi-Craft
	26-0000	Electrical	195,239	Dyer Electric
		01 Building Costs	1,247,642	
02		Earthwork and Site Improvements		
	31-0000	Erosion Control, Earthwork, Site Prep, Storm Drain	282,489	Nabholz Excavation
	32-1216	Asphalt Paving and Agg Base	189,298	Hutchens
	32-1723	Pavement Markings and Signage	3,504	Sunshine Services
	32-3113	Dumpster Enclosure	4,265	Modern Fence
	32-9323	Landscaping/Irrigation	68,061	Frank Sharum Landscape
		02 Earthwork and Site Improvements	547,617	

Estimate Totals

Description	Amount	Totals	Cost per Unit	% of Total
Job Cost Totals	1,795,259	1,795,259	90.771 /sqft	84.15
Building Permit (N/A)				
Permits		1,795,259	90.771 /sqft	
General Liability	18,133		0.917 /sqft	0.85%
Builder's Risk	2,133		0.108 /sqft	0.10%
Insurance	20,266	1,815,525	91.795 /sqft	0.95
Performance Payment Bond	11,946		0.604 /sqft	0.56%
Bond	11,946	1,827,471	92.399 /sqft	0.56
General Conditions	124,496		6.295 /sqft	5.84%
General Conditions	124,496	1,951,967	98.694 /sqft	5.84
Contingency	63,999		3.236 /sqft	3.00%
Contingency	63,999	2,015,966	101.930 /sqft	3.00
Construction Manager Fee	117,331		5.932 /sqft	5.50%
Construction Manager Fee	117,331	2,133,297	107.862 /sqft	5.50
Total		2,133,297	107.862 /sqft	

PROJECT CONFIDENTIAL**Property of Nabholz Construction Corporation Not for Duplication or Distribution**

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Addendum 1 – Bella Vista Street Department Facility 8.12.15

RFI Questions and Responses

***responses provided by Crafton-Tull and relevant consulting engineers

1. Please advise/clarify which areas are to be irrigated – so we can accurately bid the design-build irrigation system. Please advise/clarify the limits of any sodded areas
 - a. Response:
 - i. Landscaped areas west of the front parking lot and along the north boundary are to include permanent irrigation systems.
 - ii. A hose bib is to be included in the west landscape area so as to allow manual watering of the two Chinese Pistache in front (west) of the building.
 - iii. No irrigation to be installed for landscaping on the east side; rather, a hose bib is to be installed at the east end of the north boundary irrigation system.
 - iv. East landscaping to be manually watered from hose bib noted in Item 3.
 - v. Sod/grass areas, not covered by irrigation system, are to be manually watered from available hose bibs. The watering is to be sufficient to ensure establishment of turf.
2. Please provide location of the electrical meter and utility transformer.
 - a. Response:
 - i. Civil plans show a pole mounted transformer on the north side entry.
 - ii. For this size of service, they will most likely CT meter the service. The meter would be located on the pole where the transformers are mounted.
3. Regarding tackable wall covering – according to Maharam, Linear #396590 color #005 “pebble” is no longer manufactured. Please advise.
 - a. Response:
 - i. The revised fabric will be Maharam’s Tek Wall pattern “Guide”, Color to be selected by Architect.
4. The details call for ¾” Exterior Grade plywood against the girts to 8’. Doesn’t this need to be Fire Treated?
 - a. Response:
 - i. Yes, all wood products will need to be fire treated.



5. Exterior lettering/signage is not shown on drawings. Please advise.
- a. Response:
 - i. The exact wording should be "CITY OF BELLA VISTA STREET DEPARTMENT". The 18" letters should look like this:



- ii. The inset looks white, but it is a shading issue within Revit. The background is actually inset brick.

6. The dumpster screen shows to "be screened with the same materials as building." Please advise of the construction of this. Should it follow the detail on civil drawings?
 - a. Response:
 - i. The dumpster enclosure should be built according to the detail on C-501.

7. Does the metal stud framing on the front wall follow the rake all the way or is it just where the brick is?
 - a. Response:
 - i. The metal stud backing for the brick need only follow the top of the masonry. Once the wall transitions to metal panel, there is no need for metal studs above the masonry. The Girt may need to follow the rake of the masonry.

8. Does the metal stud framing on the north and south side of office areas just frame from floor to a girt at 10'? It shows 10' on the north but is unclear on the south.
 - a. Response:
 - i. Correct. The studs on the north and south sides of the office need only extend to a Girt at 10' as the interior gyp. bd. walls do not go any higher than that. Girts and metal building insulation can take over from there and extend to the roof.

9. Please provide a detail for the folding partition at the Break/ Training room - regarding mount, etc.
 - a. Response:
 - i. The folding partition for the break room is floor supported by a system provided with the partition itself, it is a complete assembly and is not supported from the roof at all. It will need a couple of diagonal braces off the top, extending to the roof, but that is all. We didn't want to hang the system from the roof structure.



10. Will Structural Calculations and Professional Engineer's Stamp be required on this project as specified? (regarding aluminum storefront framing)
 - a. Response:
 - i. There is not enough aluminum storefront framing to require structural engineering stamps. The storefront system on this building is not expansive enough or tall enough to warrant this.

11. Will thermally broken aluminum storefront doors be required on this project as specified?
 - a. Response:
 - i. Standard Kawneer entrance doors can be used. We hardly ever use truly thermally broken storefront doors on a project.

12. Specs call for standard lift track on overhead doors, is this correct or should high lift track be used? This would be a good application for high-lift.
 - a. Response:
 - i. Standard lift track is required. There is not enough clearance for high lift doors – especially on the low side of the building.

13. Please confirm that only wall types shown on the floor plan with a "*" go to deck and are rated. All others only extend above ceiling per the legend. For instance, even though A3 walls are shown in offices, they are not rated and do not extend to deck or require rated sealant.
 - a. Response:
 - i. Only partitions with an "*" continue to deck. Only walls shown with the 1 hour line type superimposed on them are to be rated assemblies (that extend to the deck).

14. Please confirm wall type/heights around the bathrooms and bathroom chase.
 - a. Response:
 - i. The wall types around the bathrooms are keyed. Walls around bathrooms extend all the way up to the roof for sound isolation reasons. The wall keys on the plans should be correct.

Bid Package Changes:

1. Reference bid package 009.03.01 Building and Site Concrete and Package 009.22.02 Plumbing.
 - i. Concrete package shall not provide or install the trench drains in the shop area. These are to be by the plumbing package.

2. Reference bid package 009.07.01 Waterproofing and Dampproofing



- i. Do not include in this bid package work for section 078413 penetration firestopping. Firestopping of penetrations is to be completed by each respective trade making the penetrations necessary for their scope.
3. Reference bid package 009.09.01 Light Gauge Framing, Drywall, and Acoustical
 - i. Do not include in this package the supply or install of the tackable wall surface. This will be picked up in the painting package.
4. Reference bid package 009.09.05 Painting and Wallcovering
 - i. Include in this package the supply and install of the tackable wall surface.
5. Reference bid package 009.32.01 Asphalt Paving and 009.03.01 Building and Site Concrete.
 - i. Asphalt package to exclude base under the site concrete, as this is to be picked up by the concrete subcontractor.
6. Reference bid package 009.31.01 Earthwork.
 - i. Remove last bullet point regarding undercut. Bid price to include no undercut/replace. Undercut/replace to be done via unit price provided by bidder on the bid form. Payment and amount for this work will be determined by measuring in-place yardage.

Attachments:

1. See attached revised electrical and mechanical drawings. Revised drawings include the following
 - a. E0-0 Electrical Details
 - b. E1-0 West Power Plan
 - c. E1-2 East Power Plan
 - d. E1-3 West Mechanical Power Plan
 - e. E1-4 East Mechanical Power Plan
 - f. E2-0 West Lighting Plan
 - g. E2-1 East Lighting Plan
 - h. E3-0 Electrical Riser Diagram
 - i. E3-1 Electrical Panels
 - j. E3-2 Electrical Details
 - k. M-103 West Mechanical Plan



Bella Vista Street Department
Construction Management Proposal
General Conditions Breakdown - Bond Cost Included
August 18, 2015

ITEM DESCRIPTION	CM Fee	Approx. General Conditions Costs	Cost of Work
Home Office Overhead	x		
Home Office Profit	x		
Preconstruction Services	In Kind		
Project Supervision and Project Management (Incl. Burden)		\$81,175	
Project Mileage & Truck Expense		\$4,375	
Jobsite Technology Requirements		\$2,985	
Jobsite Office & Setup		\$3,390	
Plan Reproduction		\$1,100	
Ice/Water/Cups/Office Supplies		\$760	
Portable Toilet Rental		\$2,141	
Temporary Construction Fence		\$5,000	
Temporary Project Signs		\$1,300	
Temporary Storage Buildings		\$1,050	
Temp Heat & Weather Protection		\$4,000	
Dumpster Rent & Fees		\$6,000	
Miscellaneous Tools & Equipment		\$4,360	
Jobsite Safety / First Aid		\$1,360	
Intermediate Cleanup		\$4,400	
Project Layout		\$1,100	
Insurance Costs			Cost of Work
Bond Costs			Cost of Work
Building Permits			Per City of Bella Vista
Temporary Utilities			Cost of Work
Temporary Partitions			Cost of Work
Final Cleaning			Cost of Work
Registered Surveying			Cost of Work
Testing & Inspection			Cost of Work
Subtotal	\$117,331	\$124,496	
	5.50%	5.84%	Contract Value
	11.34%		\$2,133,297

NOTE: Proposal is based on a 5.5 month construction schedule & construction value of \$2,133,297. All numbers above are for budetary purposes only.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING AN AMENDMENT TO THE CONSTRUCTION MANAGEMENT CONTRACT WITH NABHOLZ CONSTRUCTION FOR GUARANTEED MAXIMUM PRICING FOR THE CONSTRUCTION OF THE STREET DEPARTMENT FACILITY, AMENDING THE CAPITAL BUILDING BUDGET, AND FOR OTHER PURPOSES

WHEREAS, the City of Bella Vista entered into a contract with Nabholz Construction for construction management services for the build out of a facility for the Street Department; and

WHEREAS, the agreement included provisions to amend the contract with a guaranteed price amendment for construction costs; and

WHEREAS, Nabholz Construction received bids on August 14, 2015, from subcontractors to finalize guaranteed maximum pricing for the Street Department facility project, and

WHEREAS, certain costs for the provision of utilities to the Street Department facility were excluded from the construction contract.

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

Section 1: The Mayor is hereby authorized to execute an amendment to the construction management contract with Nabholz Construction for construction of the Street Department facility in the amount of \$2,133,297.00.

Section 2: The Street Department fund project 100-57650: Contracts – Capital Construction account is hereby amended to \$2,015,966.

Section 3: The costs for said contract amendment shall be paid from approved funds in the Capital Building Budget as follows:

100-57000: Contracts – Professional Fees	\$117,331
100-57650: Contracts – Capital Construction	\$2,015,966

Section 4: The following accounts are hereby established and funds appropriated for the Street Department project:

100-51000: Utilities – Electric	\$20,000
100-55500: Utilities – Sewer	\$2,500
100-55600: Utilities – Water	\$5,000

Passed and approved this _____ day of _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion Ayes: Nays:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason Kelley, Staff Attorney

Prepared by: Christopher Suneson, PLA, Director of Planning, Building, and Code Enforcement

Memorandum

To: Mayor Peter Christie and Bella Vista City Council Members

RE: Street Department Salvage Vehicles/Request for Budget Adjustment

Dear All,

As you are aware, we purchased the following vehicles and equipment from our insurance provider at their salvaged price: Two tractors with rotary mowers and safety cages for the operator at \$100.00 a unit. The thought was to reuse the cages which new are around \$3500 a unit and other parts that would work on the new tractors that we ordered for replacements. As luck would have, these tractors actually started right up when we went to gather them up to start removing items. In house we went ahead and refurbished these tractors and they are being utilized when we have the personnel to operate them. We also purchased two ¾ ton 4x4 trucks for \$2500.00 a unit and same story on those trucks' as well. We invested an additional \$15,000.00 and they are in service now. Probably the best purchase we made was a dump truck and asphalt hot box for \$6500.00. The cost to replace the hot box is around \$56,000.00 and the dump truck around \$107,000.00. We refurbished the hot box in-house for around \$13,000.00 and the dump truck for about the same. We purchased some other miscellaneous equipment at a \$100.00 a unit for parts as well.

To sum things up, we now have some additional equipment at a fraction of the cost of new, and it will not be necessary to ask for additional items such as these in the 2016 budget cycle. Additionally, I had asked for additional personnel in the 2015 budget cycle and will request that same personnel in 2016 as well to provide a much needed relief in accommodating the services needed for our Citizens. Currently we are back logged with Citizens request by around 450 work orders. I would suggest that we outfit the refurbished trucks with Snow Plows, and Sand and Salt Spreaders to better increase our snow removal capabilities this coming winter, which is much needed. The cost to do this is \$40,000.00. I would need to order this equip ASAP to receive it in time for inclement weather. I would also suggest the addition of three additional employees to operate this equipment as

well as create an additional crew to keep up with day to day maintenance activities where we are so far behind. I could wait and put these folks on board the last two months of this year and not request the additional personnel for the 2016 budget season. The cost for that 8 week period for salaries and benefits would be \$19,000.

Lastly, I would recommend that the Bella Vista City Council approve a budget adjustment of \$40,000 to be added to Street Department account 52800 to purchase additional snow removal equipment. Also I would recommend that Bella Vista City Council approve a budget adjustment of \$19,000 to be added to Street Department account 50500 and related benefit accounts for the addition of three Street Department employees for the last 8 weeks of 2015.

Respectfully Submitted,

Mike Button, City of Bella Vista Street Superintendent

Requests	Fields	Email	FAQ	Polls	Setup	Reports
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[Main](#) |
 [Advanced Search](#) |
 [Open Saved Search](#) |
 [Create Request](#)

ALL Open Requests ▾

Last Search

Select View ▾

Tools

Selected	Request #	Date	Call Taker	Citizen Name	Citizen Address Number	Citizen Address Street	Citizen Telephone #	Complaint Comment	Complaint	Location of Complaint	General Section of City	Action Department	Action Taken	Action Comments	Status	Exported	Save Selected	Export Selected	Edit Selected	Edit	Preferences	View Customer Page
<input checked="" type="checkbox"/>	1266741788	8/12/2015	Vicki	Dennis Lepp			268-6256	Dennis just called on this same area again, he said the work that had previously been done has all come up, it will be all dirt before long! Please have someone go look at it. He is complaining about potholes and edge of street eroding Street has been rated as good per Planning Commission meeting she went to, but she has to weed eat it all the time because of the grass growing up in it. Can you come assess it again? She wants Mike B. to CALL her	Pot Holes	Lancaster Dr. between Camden and Knighton by lake	Central	Streets		Given to Harold 8/12/15	Open	Edit/View	Total Records: 415					
<input checked="" type="checkbox"/>	1266604609	8/12/2015 00:44 AM	Vicki	Lynn Goldbeck	7	Aycock Ln	586-5305	Big sink hole in street about 2' wide 6" deep. she said there is white chalk marking it and it says 6'. I called it in to Garrett M. Need a "stop ahead" sign when traveling east on Glasgow Dr approaching Ardwell Rd. Approved per Mike B. On the sharp curve (location listed below - see Mike B with questions) need to have a sign indicating the sharp curve. Approved by Mike B.	Street General Poor Condition	Aycock Ln	Central	Streets		Given to Mike B 8/12/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1266315803	8/11/2015 03:58:33 PM	Vicki	Mrs. Owen	8	Gwaltney Cr	876-8432	The edges of the cul-de-sacs are being destroyed by the trash trucks. Loose gravel on street being carried into driveway and garage. The street was swept once in August of 2014. Loose gravel - Sweeping since the street was chip sealed in 2013. One area of the lawn has gravel 2-3" thick and cannot be mowed. dead tree near street edge is dropping limbs into street. Can this tree be cut down? May be too close to power lines, please take a look.	Street General Poor Condition	Near 8 Gwaltney Cr	Central	Streets		Given to Harold 8/12/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1265976468	8/11/2015	Mail/Email	Sheri Wenzel	18	Beaty Ln	316-706-9663	They have been battling this since the street was chip sealed in 2013. One area of the lawn has gravel 2-3" thick and cannot be mowed. dead tree near street edge is dropping limbs into street. Can this tree be cut down? May be too close to power lines, please take a look.	Sign Request	Glasgow DRIVE (not Road), just west of Ardwell Rd	West	Streets		Given to Harold for Dave Montgomery 8/11/15	Open	Edit/View						
<input checked="" type="checkbox"/>	126234119	8/11/2015 12:06:05 PM	Mail/Email	Sheri Wenzel	18	Beaty Ln	316-706-9663	They have been battling this since the street was chip sealed in 2013. One area of the lawn has gravel 2-3" thick and cannot be mowed. dead tree near street edge is dropping limbs into street. Can this tree be cut down? May be too close to power lines, please take a look.	Sign Request	On Scotsdale Dr, between McGough and Ardwell Rd on the south side of the road.	West	Streets		Given to Harold for Dave Montgomery 8/11/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1262319538	8/11/2015	Karen H	Patrick Laury	9	Derrill Ln	817-874-1149	They have been battling this since the street was chip sealed in 2013. One area of the lawn has gravel 2-3" thick and cannot be mowed. dead tree near street edge is dropping limbs into street. Can this tree be cut down? May be too close to power lines, please take a look.	Street Misc	Derrill Ln	West	Streets		Given to Harold 8/11/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1262301488	8/11/2015	Karen H	Patrick Laury	9	Derrill Ln	817-874-1149	They have been battling this since the street was chip sealed in 2013. One area of the lawn has gravel 2-3" thick and cannot be mowed. dead tree near street edge is dropping limbs into street. Can this tree be cut down? May be too close to power lines, please take a look.	Gravel - Needs Sweeping	Derrill Ln	West	Streets		Given to Harold 8/11/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1261727498	8/11/2015	Karen H	Mr. William Adams	31	Purfleet Dr	214-679-0577	Need street sign post. Old post has been hit.	Tree/Branch down NOT in street	Purfleet Dr, across from #29 Purfleet	Central	Streets		Given to Harold 8/11/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1261615587	8/11/2015 07:05:05 AM	Mail/Email	Mr. Adams	31	Purfleet Dr	214-679-0577	Need street sign post. Old post has been hit.	Pot Holes	Purfleet Dr	Central	Streets		Given to Harold 8/11/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1261323178	8/10/2015	Karen H	Street Dept-Dave M.				One sign missing. One sign painted.	Sign Damaged	Lancashire & Thetford	East	Streets		Given to Harold for Dave M 8/10/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1261312348	8/10/2015	Karen H	Street Dept-Dave M.				Street Sign is down, post is down	Sign Missing - Street/Stop	Overton & Penzance East	East	Streets		Given to Harold for Dave M 8/10/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1261297902	8/10/2015 02:48:01 PM	Karen H	Street Dept-Dave M.				Trees were trimmed about a month ago or longer, cuttings left on the corner and all	Sign Damaged	Cunningham Dr & Oldham Rd	Central	Streets		Given to Harold for Dave M 8/10/15	Open	Edit/View						
<input checked="" type="checkbox"/>	1261153508	8/10/2015 1:26:48 PM	Vicki	Floyd Opelt			855-2791	Trees were trimmed about a month ago or longer, cuttings left on the corner and all	Tree/Branch down NOT in street	Stirling & Kilbride	West	Streets		Given to Harold 8/10/15	Open	Edit/View						

<input checked="" type="checkbox"/>	126096217	8/10/2015 12:14:10 PM	Vicki	Linda Bradney	Forfar Cr	815-370- 2217	dry, can burn easily with right conditions and alot of homes can go A car ran into the street sign, the pole is bent over and she isn't sure if the sign is there or not but thinks its gone Please come assess this street, chunks of blacktop breaking up all over it.	Sign Missing - Street/Stop	Forfar Cr	West	Streets	Given to Harold for Dave M 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	126094051	8/10/2015 12:09:10 PM	Vicki	Mrs. Wies	Sable Ln	876-6756	Some places along Morganshire need trimmed back. First spot: top of street, just past the first house on the left. Second spot: bottom of the drive between addresses 22 & 26. This is on our slurry list and we need to extend this to the lot line. Please get with MB on this. This Condition needs to be done before 8/12/15	Street General Poor Condition	Sable Lane	West	Streets	Given to Harold 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	126092968	8/10/2015 12:00:38 PM	Mail/Email	Sara Smith			Treet limbs are blocking the street sign. Will move street sign to other side of street.	Street Brush Needs Cutback	Morganshire Dr	East	Streets	Given to Harold 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	126089358	8/10/2015 11:46:01 AM	Mike B		Fordham Ln.		Weeds and brush are blocking stop sign. Street cut repair has settled and the dip almost caused his wife's teeth to break. He feels the recycling center and Cooper should both contribute to the cost of the repairs. He understands this is a private road, but surely someone somewhere can get the ball rolling on this for a repair. Need to install an object marker at the end of the new culvert. The street in front of #290 Stoney Kirk Dr. has never been filled since we did repair? The hole there needs to be filled	Street General Poor Condition		Central	Streets	Given to Harold 8/10/15	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	126087914	8/10/2015 11:43:35 AM	Karen H	Street Dept - Dave M.			Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Sign Request	Dunvegan Dr & Dunvegan Cir	West		Given to Harold for Dave M. 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	126087192	8/10/2015 11:40:14 AM	Karen H	Street Dept - Dave M.			The entrance to Clackmannan Ln, coming off of Kinross is broken up Gravel road that is washed out in alot of areas, deep ruts	Street Brush Needs Cutback	Hillswick & Hiwasse Rd	West	Streets	Given to Harold for Dave M. 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	126072752	8/10/2015 10:46:15 AM	Karen H	Mr. Kissel		855-3142	Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Street Misc	Pinion Bluff Dr just off Hwy 71 (Road to Recycling Center)	East	Streets	Given to Mike B 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	126070586	8/10/2015 10:39:32 AM	Karen H	Stret Dept - Dave M.			The street in front of #290 Stoney Kirk Dr. has never been filled since we did repair? The hole there needs to be filled	Sign Request	Forfar Cir	West	Streets	Given to Harold for Dave M 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	126060839	8/10/2015 10:01:29 AM	Vicki	Keith Eyler	292 Stoneykirk Dr	876-5330	Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Street General Poor Condition	In front of 290 Stoneykirk Dr	West	Streets	Given to Harold 8/10/15	Open	Edit/View
<input checked="" type="checkbox"/>	125972033	8/7/2015 3:02:06 PM	Karen H	Street Dept -Dave M			The entrance to Clackmannan Ln, coming off of Kinross is broken up Gravel road that is washed out in alot of areas, deep ruts	Sign Request	Cunningham Dr & Cedar Crest Dr	Central	Streets	Given to Dave M. 8/7/15	Open	Edit/View
<input checked="" type="checkbox"/>	125969145	8/7/2015 2:33:08 PM	Karen H	Steve	2 Grier Dr	248-6403	Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Street Misc	near #2 Grier Drive	West	Streets	Given to Harold 8/7/15	Open	Edit/View
<input checked="" type="checkbox"/>	125968062	8/7/2015 2:33:11 PM	Vicki	Jessica Miller		936-4205	The entrance to Clackmannan Ln, coming off of Kinross is broken up Gravel road that is washed out in alot of areas, deep ruts	Striping - Lines Need Painting	Spanker & Dartmoor	East	Streets	Given to Harold 8/7/15	Open	Edit/View
<input checked="" type="checkbox"/>	125967340	8/7/2015 2:28:27 PM	Karen H	Mrs. Gilleland	Clackmannan Ln	479-657- 6887	Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Street General Poor Condition	Clackmannan Ln & Kinross	West	Streets	Given to Harold 8/7/15	Open	Edit/View
<input checked="" type="checkbox"/>	125966979	8/7/2015 2:22:26 PM	Vicki	Kathy Graves	Dogwood Ln	586-0636	Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Street General Poor Condition	Dogwood Lane	Central	Streets	Given to Harold 8/7/15	Open	Edit/View
<input checked="" type="checkbox"/>	125917161	8/7/2015 9:27:36 AM	Vicki	Erica Brown	31 Purfleet Dr	630-248- 8205	Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Pot Holes	Near 31 Purfleet Dr	Central	Streets	Given to Harold 8/7/15	Open	Edit/View
<input checked="" type="checkbox"/>	125915369	8/7/2015 9:19:11 AM	Vicki	George Chapman	88 Kincardine Dr	644-2451	Need stop sign installed to replace the old yield sign. The edge of road is beginning to wash out. May need to add some gravel before it begins to undermine the street edge. This curve needs restriped badly, cars are coming around the curve on wrong side of road. She has been hit head on there before!	Pot Holes	All down Kincardine Dr	West	Streets	Given to Harold 8/7/15	Open	Edit/View
<input checked="" type="checkbox"/>	125880700		Kathy	Owen Jones	33 Merritt	685-3952	Pothole toward top of street alot of cracks and dips throughout the road, please come look at it Requesting striping be done	Street Misc	Spanker Rd	East	Streets	Given to Harold 8/7/15	Open	Edit/View

Check	Date/Time	Requester	Address	Priority	Category	Location	Status	Notes	Assigned To	Open	Action	
	8/6/2015 4:30:16 PM							on Spanker from County Rd 40 to Euston Did not mow on north side of Oldham where you come to a V in the road to go north to Cunningham Dr Where Newent meets Tewkesbury the pavement is breaking up. Also on the SE corner of Tewkesbury and Newent the pavement has broken away so when turning right off of Tewkesbury onto Newent there is a hole in the dirt, which holds water, etc. The culvert under Kintyre Dr. is blocked and all the water drains into his yard and into his street	Given to Harold 8/7/15			
<input checked="" type="checkbox"/>	8/6/2015 12:58:42 PM	Kathy Don Meyers	616-0242		ROW Mowing	Oldham and Cunningham	Central Streets		Given to Harold 8/7/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/6/2015 11:24:59 AM	Vicki Gordon Burwitz	1	Tewkesbury Cr Dr	855-6189	Pot Holes	Tewkesbury Cr Dr & Newent intersection	East Streets	Given to Harold 8/6/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/6/2015 9:36:43 AM	Vicki Gerald Herman	22	Dornoch Cr	855-0999	Street Drainage	Under Kintyre Dr near Dornoch Cr	West Streets	Given to Harold 8/6/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/5/2015 12:57:43 PM	Brent C Phil	#1	Harborough Dr.		Street General Poor Condition	#1	East Streets	Workorder initiated (no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	8/4/2015 12:56:45 PM	Mail/Email Debbie Lantz	7	Tamara Ln	855-0608	Street General Poor Condition	Tamara Ln	Central Streets	Given to Harold 8/5/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/4/2015 12:56:17 PM	Vicki Judy Carter	1	Delmar Cr	268-4589	Street General Poor Condition	North side of Wellington Rd before you get to Hwy 71 as your dropping down hill	East Streets	Given to Harold 8/4/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/4/2015 12:56:16 PM	Vicki Judy Carter	1	Delmar Cr	268-4589	Street Brush Needs Cutback	Delmar Cr & Wellington	East Streets	Given to Harold 8/4/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/4/2015 11:08:03 AM	Vicki	8	Dorking Ln	876-5134	Pot Holes	In front of mailbox of 8 Dorking Ln	East Streets	Given to Harold 8/4/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/3/2015 12:55:10 PM	Vicki Mrs. Cox	4	Cullen Ln	619-9332	ROW Mowing	Cullen Ln & Forres Ln, out by Loch Lomond	West Streets	Given to Harold 8/4/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/3/2015 12:54:28 PM	Karen H Joe Patton	2	Fenchurch Ln	876-7133	Street Drainage	2 Fenchurch Ln	Streets	Given to Harold 8/3/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/3/2015 12:54:12 PM	Karen H Street Department - Dave				Sign Missing - Street/Stop	Camden Rd & Newport Circle	Central Streets	Given to Harold 8/3/15	Open	Edit/View	
<input checked="" type="checkbox"/>	8/3/2015 7:31:15 PM	Mail/Email Peg Mandel	12	Cheddar Dr	685-8359	Street General Poor Condition	Cheddar Dr & Cowgur Ln	West Streets	Workorder initiated	Given to Harold 7/31/15	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	8/3/2015 1:39:15 PM	Vicki Robert Willett	4	Merrihills Cr	855-6050	Street General Poor Condition	South side of circle on Merrihills Cr	West Streets	Given to Harold 8/3/15	Open	Edit/View	

Check	ID	Date	Time	Name	Address	City	State	Zip	Description	Request	Location	Direction	Category	Assignee	Status	Link	
✓	125320789	7/31/2015	10:03:33 AM	Karen H	Street Dept -Dave M				Needs a street sign	Sign Request	Embleton Dr & Embleton Dr	East	Streets		Given to Dave Montgomery 7/31/15	Open	Edit/View
✓	125245340	7/30/2015	12:33:19 PM	Karen H	Mike Schorpp - Code Enforcement				Schorpp needs a path into McDole Circle. He is documenting ditches, culverts and waterways. Also, if we could cut around the street sign, that'd be appreciated. Schorpp will remove all for sale signs out of the way for our mowers. Durapatching has been completed. However, there is a subgrade failure that needs to be dug out. It is marked in white paint. Approx 12 feet long, per Phil	Street Brush Needs Cutback	McDole Cir off of Cannich	West	Streets		Given to Harold 7/30/15	Open	Edit/View
✓	125238481	7/30/2015		Karen H	Street Department - Phil	Boscattle Ln			Line of site issue along the 2nd Chelsea in the curves Please come check the culverts, they all drain into his property and wash out his landscaping Street sign covered by tree cant see it. Also he has questions I could not answer and wants a CALL from street dept! 20' of ditch connecting #8 & #10 has filled in and needs dug out. Code enforcement Case 0890. Trees and brush are growing out into the street, need cut	Street General Poor Condition	Boscattle Ln	East	Streets		Given to Harold 7/30/15	Open	Edit/View
✓	125235593	7/30/2015	11:47:02 AM	Vicki	Anna Tollant			531-0960		Street Brush Needs Cutback	Curves on 2nd Chelsea	Central	Streets		Given to Harold 7/30/15	Open	Edit/View
✓	125028379	7/28/2015	2:47:57 PM	Vicki	Jim Fell	2	Leaffield Ln	841-7860		Street Drainage	Culverts near 2 Leaffield Ln	East	Streets		Given to Harold 7/28/15	Open	Edit/View
✓	124957262	7/28/2015	8:27:57 AM	Vicki	Steve			276-2052		Street Brush Needs Cutback	Basore & Jackson Cr.	Central	Streets		Given to Harold 7/28/15	Open	Edit/View
✓	124954735	7/28/2015	7:57:26 AM	Karen H	Mike Schorpp - Code Enforcement					Street Drainage	Between 8 & 10 Roberts Dr	East	Streets		Given to Harold 7/28/15	Open	Edit/View
✓	124915025	7/27/2015	13:00 PM	Vicki	Dawn Harpell			295-2164		Street Brush Needs Cutback	Sunset Dr	Central	Streets		Given to Harold 7/27/15	Open	Edit/View
✓	124908888	7/27/2015		Karen H	Matt Berggren			479-925-8436		Street General Poor Condition	Marton Ln.	Central	Streets		Given to Harold 7/27/15	Open	Edit/View
✓	124908527	7/27/2015	1:47:39 PM	Karen H	Matt Berggren			479-925-8436		Street Brush Needs Cutback	Sunset off of 71	Central	Streets		Given to Harold 7/27/15	Open	Edit/View
✓	124905639	7/27/2015	1:14:27 PM	Harold	Leonard Allen Cesena	Devonshire Dr		479 - 292-2461	Street needs Dura Patch	Street General Poor Condition	Devonshire Dr	Central	Streets	Workorder initiated	Dura Patch	Open	Edit/View
✓	124867012	7/27/2015		Karen H	Teddy Puckett	11	Pembroke Ln	501-676-1568	Edge of roadway is breaking up. Possibly drainage issue. Line of sight issue when trying to pull out onto Kingsland from Farnham Dr (on the left side toward 71)	Street Misc	11 Pembroke	Central	Streets		Given to Harold 7/28/15	Open	Edit/View
✓	124752575	7/24/2015	2:50:00 PM	Kathy	Jennifer Reis			633-1805		Street Sight Line Blocked	Farnham and Kingsland	East	Streets		Given to Harold 7/24/15	Open	Edit/View
✓	124751492	7/24/2015	2:47:59 PM	Brent C		MCbeth Cir			15x20' subgrade failure	Street General Poor Condition		East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
✓	124750409	7/24/2015	2:45:55 PM	Brent C		Melanie Dr.			Pot hole at the entrance coming off of Commonwealth	Street General Poor Condition	Entrance coming off of Commonwealth	East	Streets	Workorder initiated		Open	Edit/View
✓	124740301	7/24/2015	1:06:49 PM	Vicki	Deborah hayden			479-531-7774	Trees and brush need cut back badly	Street Brush Needs Cutback	Wellington Dr & Hampstead	East	Streets		Given to Harold 7/24/15	Open	Edit/View
✓	124739940	7/24/2015		Karen H	Sally Farris w/ Old Bella Vista Water	Suits Us Dr		855-4848	Rain runoff has dug up a water line. She would like a phone call to discuss options. The tree canopy is thick and too tight to bring a truck down the street. Mainly at the entrance and at the turn-around	Street Drainage	Suits Us Dr	Central	Streets		Given to Harold 7/24/15	Open	Edit/View
✓	124732359	7/24/2015	12:15:10 PM	Karen H	Jennifer @ Buildings				Address is his father's home-	Street Brush Needs Cutback	Cannich Cir	West	Streets		Given to Harold 7/24/15	Open	Edit/View
✓	124720446			Kathy	Michael Keys	9514	Suits Us Dr	855-3311		Street Misc	Suits Us Dr	Central	Streets			Open	Edit/View

7/22/2015 12:33:27 PM	Cullen Hills Dr. .02 miles from Jct of Scotsdale																					
																				that need to be address at the culverts. Deck span #1 concrete beams #5 & #6 minor delamination, heavy scaling and spalls. Abutment #1 and Bent #1 concrete caps minor spalls, Bents #1 & #2 steel piles Visible rust and surface pitting exists at waterline. These are all routine deficiencies that need to be address. The entrance to Cooper Community, no 1 has severe alligator cracking. Drainage problem, cul-de-sac ditch needs deepened Areas that need dura patched, sub-grade failure north of Manchester on Mansfield, dura patch need by house #35.		
<input checked="" type="checkbox"/>	1244583608:49:33 AM	7/22/2015	Karen H	Resident					Street General Poor Condition	Cambria & Forest Hills, entrance to Cooper Community, no 1	Central	Streets								Given to Harold 7/22/15	Open	Edit/View
<input checked="" type="checkbox"/>	1244439207:21:43 AM	7/22/2015	Brent C		Hartley Cir				Street General Poor Condition	Cul-de-sac	East	Streets	Workorder initiated	(no entry required)							Open	Edit/View
<input checked="" type="checkbox"/>	1244431987:18:35 AM	7/22/2015	Brent C		Mansfield Dr.				Street General Poor Condition		East	Streets	Workorder initiated								Open	Edit/View
<input checked="" type="checkbox"/>	1244424767:14:01 AM	7/22/2015	Brent C		Latshaw Dr.				Street General Poor Condition	Entrance of Slifer Dr.	East	Streets	Workorder initiated	(no entry required)							Open	Edit/View
<input checked="" type="checkbox"/>	1244421157:11:45 AM	7/22/2015	Brent C	#4	Winfield Ln				Street General Poor Condition	#4	East	Streets	Workorder initiated	(no entry required)							Open	Edit/View
<input checked="" type="checkbox"/>	1244417547:09:31 AM	7/22/2015	Brent C		Stoneleigh Ln				Street General Poor Condition	First curve	East	Streets	Workorder initiated	(no entry required)							Open	Edit/View
<input checked="" type="checkbox"/>	1244410327:07:30 AM	7/22/2015	Brent C		Newton Ln				Street General Poor Condition	Cul-de-sac	East	Streets	Workorder initiated	(no entry required)							Open	Edit/View
<input checked="" type="checkbox"/>	1244403107:03:17 AM	7/22/2015	Brent C		Fleetwood & Bray Ln				Street General Poor Condition	Intersection of Fleetwood and Bray Ln on Fleetwood	East	Streets	Workorder initiated	(no entry required)							Open	Edit/View
<input checked="" type="checkbox"/>	1244027662:45:34 PM	7/21/2015	Karen H	Keith Bullard 47	Weybridge Dr	790-3542			Street General Poor Condition	Weybridge Dr	East	Streets								given to Harold 7/21/15	Open	Edit/View
<input checked="" type="checkbox"/>	1243886871:34:41 PM	7/21/2015	Karen H	David Hargrave - Code Enforcement					Street Misc	Robin Rd & Cardinal Rd	Central	Streets								Given to Harold 7/21/15	Open	Edit/View
<input checked="" type="checkbox"/>	1243821891:08:37 PM	7/21/2015	Karen H	Mike Schorpp Code Enforcement					Street Drainage	On Kirkpatrick Ln, halfway between Kirk Ln & Pamona Pl, in valley on West side of road	West	Streets								Given to Harold 7/21/15	Open	Edit/View
<input checked="" type="checkbox"/>	12437460812:45:23 PM	7/21/2015	Kathy	Kevin Andrew	47	Cresswell Dr	479-685-4024		Pot Holes	In front of driveway 47 Cresswell Dr	East	Streets								Given to Harold 7/21/15	Open	Edit/View
<input checked="" type="checkbox"/>	124285802		Vicki	Don Myers			616-0242				Central	Streets									Open	Edit/View

Case ID	Date/Time	Requester	Address	City	State	Zip	Category	Priority	Status	Assigned To	Open/Close	Comments			
	7/20/2015 4:04:10 PM						Brush needs cut back, cant see around curves, dangerous	Street Brush Needs	Oldham Rd and Cunningham Dr			Given to Harold 7/21/15			
<input checked="" type="checkbox"/>	124285441 7/20/2015 4:02:10 PM	Vicki	Resident				Deddington Dr	Pot Holes	Deddington Dr	East	Streets	Given to Harold 7/21/15	Open	Edit/View	
<input checked="" type="checkbox"/>	1242836363 7/20/2015 3:53:57 PM	Vicki	Judy Rowe 16	Caxton Ln		866-3779	Eppington Ln and Caxton Ln are in terrible shape, are we going to do any resurfacing on it? She also complained about the condition of Commonwealth, but I read to her what HS put in comments. With the bridge being out, the traffic has increased and the gravel road has been crushed to dust. The dust is filling the facilities. Can we do something for dust control?	Street General Poor Condition	Eppington Ln and Caxton Ln	East	Streets	Given to Harold 7/21/15	Open	Edit/View	
<input checked="" type="checkbox"/>	124195191 7/20/2015 11:01:31 AM	Karen H	Lou at BV Recycling Center					Street Misc	Pinion Bluff Dr	East	Streets	Given to Mike B 7/20/15	Open	Edit/View	
<input checked="" type="checkbox"/>	1241811 7/20/2015 12:19:17:41 AM	Vicki	Mary Carter 21	Kipling Cr		381-6949	her driveway is coming apart, big chunks Mike from Code enforcement called and said that the tree branches and brushes are hitting his tool as he drives down that road. A lot of loose gravel on street making a mess on cars and animals	Street General Poor Condition	21 Kipling Cr	Central	Streets	Given to Harold 7/20/15	Open	Edit/View	
<input checked="" type="checkbox"/>	124072090 7/17/2015 12:16:05 PM	Brent C		Timbercrest Lane				Street Brush Needs	Timbercrest	West	Streets	Workorder initiated (no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	124061621 7/17/2015 11:01:31 AM	Vicki	Sissy Seba			685-5907		Loose Gravel - Needs Sweeping	Kensington Dr	Central	Streets	Given to Harold 7/17/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123634919 7/16/2015 3:28:05 PM	Vicki	Michael Flanagan 2	Stevenson Ln		426-7701	Please check the asphalt in the street in front of his driveway, its constantly coming up	Street General Poor Condition	In front of driveway @ 2 Stevenson Ln	East	Streets	Given to Harold 7/17/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123588711 7/16/2015 10:29:36 AM	Karen H	Mike Schorpp Code Enforcement				Street sign in missing at Forfar Cir /Dr	Sign Missing - Street/Stop	Forfar Cir	West	Streets	Given to Harold 7/16/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123584018 7/16/2015 11:09:48 AM	Karen H	Victor (Lackhill)? 2	Selside Ln		386-344-2428	Would like street considered for resurfacing. Street is eroding in front of his house, keeps getting worse please look at it	Street General Poor Condition	Selside Ln	West	Streets	Given to Harold 7/16/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123528063 7/15/2015 2:58:31 PM	Vicki	Richard Kennedy 31	Gillingham Dr		640-5252	Clay is coming up from beneath the street surface. Possible subgrade failure or some sort of problem. He would like to know a time frame on when we would be finishing the street down to his address. His new home is just about complete.	Street General Poor Condition	In front of 31 Gillingham Dr	Central	Streets	Given to Harold 7/16/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123510013 7/15/2015 1:21:42 PM	Karen H	Bill Meskill			381-2551		Street Misc	Winters Ln, off of Hampstead	East	Streets	Given to Harold 7/15/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123487992 7/15/2015 11:09:48 AM	Karen H	Bill Oliver 70	Wandsworth Dr		721-7587	At the bottom of the steep hill, the black top is partially washed out along with area around the culvert. May need to install some shot rock. Wondered what is happening on street - WANTS MIKE BUTTON TO CALL HER - HAS BAD HEARING SO LEAVE HER A VOICE MAIL. Big problem appears to be her pets get rocks and tar in their paws. Clevelys Lane and Marie and Hampton - he says there is excessive loose gravel he would liked swept.	Street Misc	Wandsworth Dr	Central	Streets	Given to Harold 7/15/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123458029 7/15/2015 7:55:01 AM	Karen H	Mike Schorpp Code Enforcement					Street General Poor Condition	Between #67 & #53 on Pamona Dr off of Kirkpatric Ln	West	Streets	Given to Harold 7/15/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123411099 7/14/2015 4:27:03 PM	Kathy	Rebecca Latty 5	Marshaw Ln		268-4927		Street General Poor Condition	Marshaw Lane	Central	Streets	Given to Mike B 7/15/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123408572 7/14/2015 4:27:03 PM	Jane	Joseph Weber	Marie		910-546-3154		Street Misc	Clevelys Lane/Hampton/Marie	Central	Streets	Given to Harold 7/15/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123383663 7/14/2015 1:42:35 PM	Mike B	Mike B	Cooper and 340				Pot Holes			Streets	no action yet	Given to Harold 7/14/15	Open	Edit/View

<input checked="" type="checkbox"/>	1233561281	7/14/2015 11:50:34 AM	Karen H	Jennifer at Planning					Wont take but a few shovel fulls A construction permit for a new house on Edgware Dr has been approved. Street General Poor Condition	Edgware Dr	Central Streets	Given to Harold 7/14/15	Open	Edit/View
<input checked="" type="checkbox"/>	1233601987	7/14/2015	Karen H	Jennifer at Planning				This street was Chip Sealed in 2005. Please make necessary street improvements. Both Minster Ln and Midhurst Ln are dirt/gravel. A building permit for a new home has been issued. Please check for necessary street improvements.	Street General Poor Condition	Minster Ln & Midhurst Ln	Central Streets	Given to Harold 7/14/15	Open	Edit/View
<input checked="" type="checkbox"/>	123359837	7/14/2015 11:44:01 AM	Vicki		9	Desford Ln		Street has eroded in front of mailbox, keeps getting worse The culvert pipe at the bottom of Minster Ln is a 12" RCP. The upper end is broken and there is brush in the cul-de-sac. If replacing the whole pipe, please upsize to a 15" pipe. NOTE: Culvert is not directed at common property. It is pointed at a private lot, but there is common property along the cul-de-sac. Currently the streets have no houses, but a resident has gotten a building permit and has cleared his lot. At the end of the street there has been illegal dumping. Hot tub with four tires in it, broken tv. There is also a tree laying down in the road before you reach the cul-de-sac. Will need to bring a chainsaw to cut the tree.	Pot Holes	Street in front of 9 Desford Ln	East Streets	Given to Harold 7/14/15	Open	Edit/View
<input checked="" type="checkbox"/>	123358393	7/14/2015 11:31:56 AM	Karen H	Jennifer at Planning				Dirt is beginning to show through the asphalt in a spot along the "S" curve Grass was growing into street, two feet at the thickest part. He has sprayed the grass with RoundUp and killed it, but he would like to know if we can do something about the cracks to prevent the pavement from breaking up. Pothole in the middle of street, a childs foot could go into it large hole at the bottom of Cooper near 340, when turning left off of Cooper heading east on 340 The Dumfries Dr sign is so old Sign and faded that it Request is barely legible. Pot holes at end of driveway. It is very rough on his motorcycle. Please repair with mix rather than durapatcher because the loose gravel from the durapatcher will be dangerous for the motorcycle. Says rain has washed away	Street Drainage	Minster Ln	Central Streets	Given to Harold 7/14/15	Open	Edit/View
<input checked="" type="checkbox"/>	123343592	7/14/2015 10:02:23 AM	Karen H	Jennifer at Planning				Dumping	Pitt Ln, off of Ingleborough Dr	Central Streets	Given to Harold 7/14/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123328791	7/14/2015	Karen H	Warren Conner			402-618-8756	Pot Holes	Sandridge, edge od road on "S" curve	Central Streets	Given to Harold 7/14/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123276085	7/13/2015 3:11:57 PM	Karen H	Harry Jacobson	26	Merritt Dr	832-372-0324	Street Misc	26 Merritt Dr	Central Streets	Given to Harold 7/13/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123272836	7/13/2015 5:51:51 PM	Vicki	Robert Clark	1	Falmouth Ln	855-4349	Pot Holes	Falmouth Ln & Redgrave intersection	Central Streets	Given to Harold 7/13/15	Open	Edit/View	
<input checked="" type="checkbox"/>	123008584	7/9/2015 12:15:29 PM	Karen H				479-721-6385	Pot Holes	340 & Cooper Rd	Central Streets	Given to Harold 7/9/15	Open	Edit/View	
<input checked="" type="checkbox"/>	122997032	7/9/2015 11:28:49 AM	Karen H	Mary Jane Cole				Request	Dumfries Dr	West Streets	Given to Harold 7/9/15	Open	Edit/View	
<input checked="" type="checkbox"/>	122550475	7/6/2015 9:47:22 AM	Karen H	Ron Lockwood	5	Kirkbridge Ln	479-685-0422	Pot Holes	Kirkbridge Ln	East Streets	Given to Harold 7/6/15	Open	Edit/View	
<input checked="" type="checkbox"/>	122235322		Kathy	Jackie Willey	6	Canova Pl	866-0329	Street General	Canova Pl	East		Open	Edit/View	

	5/22/2015 2:32:31 PM						house is tore up, please come assess	Poor Condition									
<input checked="" type="checkbox"/>	118857808:54:24 AM	Vicki	Chuck Terrell			366-2799	Street needs to be assesed , rough and needs repairs	Street General Poor Condition	Queensferry Dr	West	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	118786328:11:15:27 AM	Vicki	Myrna Sommers			855-4647	Big dip in street needs repaired	Street General Poor Condition	Rillington Dr & Euston	East	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	118742647:3:58:05 PM	Vicki	Marge			Stirling Dr	Side of street is eroding badly	Street General Poor Condition	On Stirling near Kintyre & Kerri	West	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1184928352:04:34 PM	Mail/Email	Mariam Brower	20		Deddington Ln	Says we fixed some of the street, but left potholes and edge of road in need of repair.	Street General Poor Condition	Deddington Ln	East	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1182419402:01:03 PM	Vicki	Steve Coil	32		Chaucer Dr	His street needs some patching and filling, please come assess	Street General Poor Condition	Chaucer Dr	East	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1181708237:36:34 AM	Mail/Email	David Hargrave				Will need dump truck and backhoe. Several sealed paint/chemical cans in the ditch. We grade his road, but it does not provide much improvement. Is there any plan to resurface this street? He said he had spoken with Mayor Anderson in the past who said County Rd was 2nd on the priority list, coming in after Cardinal Rd. Now that Cardinal Rd has been resurfaced, will County Rd be done next? Selkirk Dr. and Cr. is falling apart big chunks of asphalt coming up	Dumping	On Lindsay Dr off of 340		Streets		Given to Harold 5/14/15	Open			Edit/View
<input checked="" type="checkbox"/>	1181184785/13/2015	Karen H	Mike Singletary			County Rd	Anderson in the past who said County Rd was 2nd on the priority list, coming in after Cardinal Rd. Now that Cardinal Rd has been resurfaced, will County Rd be done next? Selkirk Dr. and Cr. is falling apart big chunks of asphalt coming up	Street General Poor Condition	County Rd	East	Streets			Open			Edit/View
<input checked="" type="checkbox"/>	1177881632:49:29 PM	Vicki	Michelle	25		Selkirk Dr	Selkirk Dr. and Cr. is falling apart big chunks of asphalt coming up	Street General Poor Condition	Selkirk Dr & Selkirk Cr	West	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1176578425/7/2015	Karen H	Resident				The road is very bumpy as you approach Euston Rd from Metfield. Trash truck has tore up edge of center area in culdesac , throwing dirt and rocks all over street and yards, which has also caused flooding into yards now. please come look at it and see if we can do anything or if he needs the POA	Street Misc	From Metfield Dr approaching intersection with Euston Rd	East	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1172744609:17:02 AM	Vicki	Bob Duvall	7		McKeever Pl	In street around the culdesac, end of McKeever Pl	Street General Poor Condition	In street around the culdesac, end of McKeever Pl	West	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	117180239:12:48:26 PM	Vicki	Dennis Lepp	23		Knighton Dr	From Camden down past Knighton Dr Mike has the info. on this that I gave him.	Street General Poor Condition	From Camden down past Knighton Dr Mike has the info. on this that I gave him.	Central	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171232014:27:54 PM	Vicki	Don Burri	18		Deddington Dr	Still having street problems, wants someone to call him asap	Street General Poor Condition	Deddington Dr	East	Streets		(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171167033:21:44 PM	Brent C				Wimborne Ln	Pot hole and areas that need dura patched.	Street Misc		Central	Streets	Workorder initiated	(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171163423:18:20 PM	Brent C				Swanage Dr.	Old sewer cut that needs to be repaired by house #28	Street Misc		Central	Streets	Workorder initiated	(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171156203:15:20 PM	Brent C				Tamworth Cir	Pot hole by #19, Old sewer cut by #67 7x7 that needs repaired.	Street Misc		Central	Streets	Workorder initiated	(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171141763:12:17 PM	Brent C				Carnforth Ln	Sub-grade failure at house #20	Street General Poor Condition		Central	Streets	Workorder initiated	(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171138153:10:07 PM	Brent C				Wyndham Ln	2 small area that need to be dura patched in the cul-de-sac.	Street General Poor Condition		Central	Streets	Workorder initiated	(no entry required)	Dura Patch List			Edit/View
<input checked="" type="checkbox"/>	1171134543:07:58 PM	Brent C				Losdale Dr.	dura patch is needed by #40	Street General Poor Condition	#40	Central	Streets	Workorder initiated	(no entry required)	Dura Patch List			Edit/View
<input checked="" type="checkbox"/>	1171130933:03:23 PM	Brent C				Enfield Dr.	Sub-grade failure by house #15	Street General Poor Condition	#15	Central	Streets	Workorder initiated	(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171127323:01:45 PM	Brent C				Scroggin Ln.	Sub-grade failure	Street General Poor Condition		Central	Streets	Workorder initiated	(no entry required)	Open			Edit/View
<input checked="" type="checkbox"/>	1171116494/30/2015 2:55:05 PM	Brent C				Zennor Dr.	Sub-grade failure at entrance off of	Street General		Central	Streets	Workorder initiated	(no entry required)	Open			Edit/View

<input checked="" type="checkbox"/>	4/30/2015 1171109272:52:24 PM	Vicki	Brian	13	Peebles Ln	876-2434	Bassingham Dr. Poor 6'x10' Street is coming apart in chunks near his house	Street General Poor Condition	Near 13 Peebles Ln. end of cul de sac	West	Streets		(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1171091222:46:00 PM	Brent C			Lawson Cir		The cul-de-sac and the entrance of this street both need dura patched.	Plowing mishaps		Central	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1171084002:44:34 PM	Brent C			Gwaltney Ln		Dura patch is needed by house #3	Plowing mishaps		Central	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1171069562:37:15 PM	Brent C			Pease Dr.		Old patch that needs to be repaired at the entrance off of Basore Dr.	Street Misc		Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1171065952:35:34 PM	Brent C			Boyce Ln.		6'x25' asphalt repair	Street General Poor Condition		Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1171047902:26:25 PM	Brent C			Wincanton Ln		Several weak areas that will need to be dura-patched.	Street Misc		Central	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1171004581:40:26 PM	Brent C			Southport Cir		Plow damage by #3 that will need to be dura-patched	Plowing mishaps		Central	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1170993751:37:35 PM	Brent C			Wentworth Dr.		Sub-grade failure at #69 7'x30'	Street General Poor Condition		Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1170928771:16:17 PM	Brent C			Hermitage Ln		Sub-grade failure	Street General Poor Condition		Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1170910721:11:04 PM	Brent C			Swinbrook Ln		Dura patch areas where the plow damage is.	Plowing mishaps		Central	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 1170878231:01:44 PM	Brent C			Kings Lynn Dr.		several areas that needs dura-patched	Plowing mishaps		Central	Streets	Workorder initiated		Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 11708601812:55:33 PM	Brent C			Folkingham Ln		#9 old utility cuts that needs to be repaired.	Street Misc		Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 11708421312:49:40 PM	Brent C			Pinehaust Ln.		#6 there is a patch that has settled and needs to be built back up	Street Misc #6		Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/30/2015 11707013411:05:28 AM	Brent C			Ridge Rd		3 pot holes at entrance off of 340, dura-patch area by house #	Street General Poor Condition		Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1169791624/29/2015	Karen H	Street Dept. Mike B				Install some trash racks at the crossdrain. Get with Mike B. for details. Let's get this done ASAP, high priority per Mike B. Also, replace culvert and MATCH the culvert size to the culvert pipe that is on the citizen's side. Install some trash racks at the crossdrain. Get with Mike B. for details. Let's get this done ASAP, high priority per Mike B.	Street Drainage	18 Forfar Cir	West	Streets		(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/29/2015 1169788012:10:55 PM	Karen H	Street Dept. Mike B				The pavement in front of home is breaking up badly. Asphalt is falling apart. New homes are being built on his street and the heavy delivery trucks are taking a toll on the surface. Intersection of Thompson Cir and Edinburgh there is a sub grade failure that is 6'x10'. We need to scratch the surface and repair with hot mix.	Street Drainage	120 & 122 Kincardine Dr	West	Streets		(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/29/2015 1169751912:01:48 PM	Karen H	Kevin McGee	6	Dillow Cir	855-2995	Sub-grade failure by house #2	Street General Poor Condition	Dillow Cir	East	Streets		Given to Harold 6/26/15	Open	Edit/View
<input checked="" type="checkbox"/>	4/28/2015 1168062438:47:24 AM	Brent C			Thompson Cir		Old street cut that needs to be cut out and repaired with hot mix.	Street Misc	intersection of Thompson cir and edinburgh rd	West	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/28/2015 1168047998:35:35 AM	Brent C		#2	Galashiels Ln		Old street cut that needs to be cut out and repaired with hot mix.	Street Misc #2		West	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/28/2015 1168044388:33:23 AM	Brent C		#9	Linlithgow Ln		Old utility cut that is 4'x4' that needs to be cut out and repaired with hot mix.	Street Misc #9		West	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/28/2015 1168037168:31:07 AM	Brent C			Liddel Ln		Sub-grade failure by house #2	Street Misc		West	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/24/2015 1166026391:40:22 PM	Vicki	Ron Lockwood	5	Kirkbridge Ln	479-685- 0422	Street falling apart in front of his house	Street General Poor Condition	5 Kirkbridge Ln	East	Streets		(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1165881994/24/2015 12:22:50 PM	Karen H	Norman Oxford	12241	Dogwood Terrace	855-4243	This street is on the overlay resurface list. The resident is	Street Drainage	12241 Dogwood Terrace	Central	Streets		overlay	Paving Consideration 2015	Edit/View

<input checked="" type="checkbox"/>	1164495754/23/2015	Karen H Brett Johns 3	Redgrave Ln	501-690-2504	Pot Holes	Redgrave Ln & Foulmouth	Central Streets		Open		Edit/View
<input checked="" type="checkbox"/>	4/22/2015 11636654511:56:41 AM	Brent C	Mansfield Dr.		Street General Poor Condition		East Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/22/2015 11636582311:54:31 AM	Brent C	Lacey Ln		Street General Poor Condition	cul-de-sac	East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/22/2015 11636546211:49:40 AM	Brent C	Offley Ln		Street General Poor Condition	cul-de-sac	East Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/22/2015 11636401811:46:58 AM	Brent C	Dorking Ln (Slurry)		Street Drainage		East Streets	Workorder initiated	slurry	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	4/22/2015 11636293511:40:48 AM	Brent C	Hill Ln		Street Misc		East Streets	Workorder initiated	On Resurface list for Slurry Seal	Open	Edit/View
<input checked="" type="checkbox"/>	4/22/2015 11636221311:36:22 AM	Brent C	Crathorne Ln		Street General Poor Condition	Intersection of Crathorne Ln and Manchester Dr.	East Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/22/2015 11635860311:21:06 AM	Brent C	Stevenson Ln		Street General Poor Condition		East Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 11624344410:23:19 AM	Brent C	Thursby Cir		Street Misc		East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 11624308310:19:18 AM	Brent C	Parton Ln		Plowing mishaps		East Streets	Workorder initiated		Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 11624127810:07:12 AM	Brent C	Yoxall Ln		Plowing mishaps	cul-de-sac	East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 11624019510:01:48 AM	Brent C	Westerham Ln		Plowing mishaps		East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162391129:57:24 AM	Brent C	Dudley Ln		Street Misc		East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162358639:52:02 AM	Brent C	McBeth Cir		Street General Poor Condition		East Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162333369:42:56 AM	Brent C	Ashbury Ln		Street Misc		East Streets	Workorder initiated	slurry	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162315319:35:40 AM	Brent C	Sharpness Ln		Plowing mishaps	Intersection of Sharpness Ln and Kingsland Rd	East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162279219:23:03 AM	Brent C	Filton Cir		Street General Poor Condition		East Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162235899:06:12 AM	Brent C	Wroot Cir		Plowing mishaps		East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162192578:50:21 AM	Brent C	Longleat Ln		Street General Poor Condition		East Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162181748:46:55 AM	Brent C	Spalding Cir		Plowing mishaps		East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162170918:44:30 AM	Brent C	White Parish Ln		Street General Poor Condition	#5	East Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/21/2015 1162163698:30:28 AM	Brent C	Upavon Ln		Plowing mishaps	cul-de-sac	East Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
	116216008	Brent C	Westbury Dr.				East Streets			Open	

<input checked="" type="checkbox"/>	4/21/2015 8:26:29 AM								Sub-grade failure at entrance and at #18. Two pot holes at #49	Street General Poor Condition	entrance, #18 and #49			Workorder initiated	(no entry required)		Edit/View
<input checked="" type="checkbox"/>	1162145648:24:27 4/21/2015 AM	Brent C							Sub-grade failure	Street General Poor Condition	#18 & #29	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1162142038:21:57 4/21/2015 AM	Brent C							plow damage to cul-de-sac that needs dura patched	Plowing mishaps	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	1162138428:18:13 4/21/2015 AM	Brent C							Plow damage to the cul-de-sac that needs dura patched	Plowing mishaps	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	1161994027:39:53 4/21/2015 AM	Brent C							The cul-de-sac needs dura patched	Plowing mishaps	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	1161961537:32:31 4/21/2015 AM	Brent C							Old Utility cut thats needs to be repaired by house #14	Street Misc	#14	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	11610662511:21:50 4/20/2015 AM	Brent C							Sewer cut that needs repaired by house #7	Street Misc	#7	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	11610626411:20:11 4/20/2015 AM	Brent C							Dura patch the cul-de-sac	Plowing mishaps	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	1161051814/20/2015	Karen H	Travis Brown	19					The culvert across the street isnt big enough when it rains, the water runs over the road and floods his basement, and goes into his house.	Street Drainage	Across the street from 19 Basore Dr	Central	Streets			Open	Edit/View
<input checked="" type="checkbox"/>	11610482011:13:56 4/20/2015 AM	Brent C							Plow Damage in Cul-de-sac that needs to be repaired with the dura patcher.	Plowing mishaps	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	11610409811:11:01 4/20/2015 AM	Brent C							Two culverts that need cleaned On Resurface list Prep for resurface, 1 Culvert is at house # 55 locate both ends. Another culvert at intersection & Sullivan Dr and Sullivan Dr.	Street Misc	#55 and at the intersection of Sullivan Dr and Sullivan Dr	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	11610301511:03:33 4/20/2015 AM	Brent C							Sub-grade failure by #6 5x30' area, culvert needs clean by cul-de-sac, shoulder needs cut back for positive water flow by #5	Street Misc	House #5, and 6	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	11609904410:39:06 4/20/2015 AM	Brent C							Plow damage and it needs dura patched By # 17 & #19 the street is flat and holds water. The street need crowned with hot mix.	Plowing mishaps	along whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	11609110210:19:04 4/20/2015 AM	Brent C							Old sewer cut that needs repaired by #5	Street Drainage	#17 & #19	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1160791899:41:41 4/20/2015 AM	Brent C							Old sewer cut that needs repaired by #14, 3x18' skin patch that will need to be repaired.	Street Misc		East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1159459808:51:51 4/17/2015 AM	Brent C							Dura patch area at #29, Old sewer cut at #33 that needs cut out and fixed right	Street Misc	#29 & #33	East	Streets	Workorder initiated	(no entry required)	Hot Mix List	Edit/View
<input checked="" type="checkbox"/>	1159445368:45:54 4/17/2015 AM	Brent C							Sub grade failure thats need to be built up, so that it wont hold water.	Street Misc	#13	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1159416488:37:02 4/17/2015 AM	Brent C							Dura patch the cul-de-sac and there is an area at the intersection	Street General Poor Condition	Cul-de-sac and the intersection	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	1159398438:31:12 4/17/2015 AM	Brent C							Old Utility Cut that needs repaired	Street Misc	House # 34	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1159365948:20:10 4/17/2015 AM	Brent C							Sub-grade failure 5x5'	Street General Poor Condition	Intersection of Bromyard Ln and Webby	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1159311798:05:30 4/17/2015 AM	Brent C							Two areas that need dura-patched	Street General Poor Condition	Intersection of Chippenham Ln andn Pewsey Ln and the cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	1159290137:59:30 4/17/2015 AM	Brent C							Two pot holes	Street General Poor Condition	House # 2	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1159171007:38:43 4/17/2015 AM	Brent C							Pot hole	Street General Poor Condition	#20 and at the entrance of Deddington off of Trafalgar	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1159131297:25:04 4/17/2015 AM	Brent C							Cul-de-sac is in need of a asphalt repair	Street General Poor Condition	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1159116854/17/2015 7:04:01 AM	Brent C							cul-de-sac needs dura-patched	Street General	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View

<input checked="" type="checkbox"/>	4/16/2015 115881000 12:15:16 PM	Brent C		Loper Ln		Dura patch the whole street	Poor Condition Street General Poor Condition	whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115880639 12:13:17 PM	Brent C		Linger Ln		dura patch from #5 all the way to the cul-de-sac.	Street General Poor Condition	#5 to the Cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115879195 12:11:15 PM	Brent C		Reeves Ln		Dura patch area in Cul-de-sac that is 2'x2'	Street Misc	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115878112 9:48:23 AM	Brent C		Buckingham Dr.		#16 needs to have some dura-patching Extreme sinken in areas by #92, that will need to be dug out and hot mix. 9'x10'	Street Misc	#16	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115857535 9:44:24 AM	Brent C		Buckingham Dr.		Extreme sinken in areas by #92, that will need to be dug out and hot mix. 9'x10'	Street Misc	#92	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115856091 9:41:57 AM	Brent C		Box Cir		Dura-patch the cul-de-sac	Street General Poor Condition	cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115850088 03:05 AM	Brent C		Marlborough Dr		Dura patch several areas on each end, 3 sub-grade failure by #1. 5'x5' sub-grade failure at intersection of Roughton Dr and Webb Ln. By housse #1 someone tried to fix a sub-grade failure with the dura patcher and it didn't work. The area needs to be dug out and repaired.	Street General Poor Condition		East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115837319 7:47:39 AM	Brent C		Webb Ln		Dura patch several areas on each end, 3 sub-grade failure by #1. 5'x5' sub-grade failure at intersection of Roughton Dr and Webb Ln. By housse #1 someone tried to fix a sub-grade failure with the dura patcher and it didn't work. The area needs to be dug out and repaired.	Street Misc	Intersection of Roughton Dr and Webb Ln.	East	Streets	Workorder initiated		Open	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115829377 7:30:33 AM	Brent C		Faye Ln.		Dura patch several areas on each end, 3 sub-grade failure by #1. 5'x5' sub-grade failure at intersection of Roughton Dr and Webb Ln. By housse #1 someone tried to fix a sub-grade failure with the dura patcher and it didn't work. The area needs to be dug out and repaired.	Street Misc	#1	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115827572 7:27:08 AM	Brent C		Netley Ln		Sub-grade failure 6'x15'	Street General Poor Condition	Intersection of Berkshire Dr and Netley Ln.	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115826128 7:22:37 AM	Brent C		Exbury Ln		Sub-grade failure 5'x5'	Street General Poor Condition	Intersection of Littrell Dr and Exbury Ln.	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115824323 7:20:11 AM	Brent C		Selbore Ln.		Old Utility cut that needs cut out and repaired. Several areas that need fixed with the dura patcher.	Street Misc	#4	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115823601 7:09:29 AM	Brent C		Littrel Dr.		Utility cut by house #34 that needs fixed. There is also a pot hole that needs fixed with hot mix.	Plowing mishaps		East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/16/2015 115822157 7:01:17 AM	Brent C		Reading Ln		Spot where car was parked and the paving machine went around the vehicle. Need to fix with hot mix. Several areas that need to be fixed with the dura-patcher	Street Misc	House #34	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/15/2015 115792194 3:13:23 PM	Brent C		Berkshire Dr.		Several areas that need to be fixed with the dura-patcher	Street Misc	#57	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/15/2015 115787501 2:58:24 PM	Brent C		Gretton Ln		Several areas that need to be fixed with the dura-patcher	Street Misc		East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/15/2015 115786057 2:55:34 PM	Brent C		Goldsby Dr.		Several areas that can be fixed with the dura-patcher	Street Misc		East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/15/2015 115785696 2:53:07 PM	Brent C		Kyme Ln		Several areas that need dura-patched.	Street Misc	whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/13/2015 115549602 11:31:23 AM	Vicki	JC Hopkin 5	Camworth Ln	855-0390	He would like you to come look at his street, its pretty tore up from the plow and trash truck	Street General Poor Condition	Between #5-9 Camworth Ln	Central	Streets		(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/13/2015 115540938 10:38:49 AM	Mike B		Balsham Ln		Dura patch Cul-de-sac	Street General Poor Condition	Cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/13/2015 115539494 10:36:30 AM	Mike B		Bunwell Dr.		Needs Durapatched at intersection of Bunwell Dr & Melbourne Dr.	Street General Poor Condition	Intersection of Bunwell Dr. & Melbourne Dr.	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/13/2015 115537328 10:22:39 AM	Mike B		Benwick Ln		Several areas that need dura-patched along this whole street	Street General Poor Condition	whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/13/2015 115530469 10:10:05 AM	Mike B		Dregg Ln		Old Sewer Cut at Entrance 18"x22" that needs cut out and repaired with asphalt	Street General Poor Condition	entrance	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/13/2015 115529747 10:07:15 AM	Mike B		Kirkbridge Ln		Subgrade failure 10'x10' asphalt repair by #22 and a old sewer cut that needs repaired at entrance that is 18"x22"	Street General Poor Condition	#22 and entrance	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/13/2015 115527942 10:01:26 AM	Brent C		Kiswick Dr		Old Sewer Cut 18"x22" that needs to be cut and repaired with Hot mix.	Street General Poor Condition	Entrance	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	115526498	Mike B		Wreay Ln				Entrance	East	Streets			Open	Edit/View

Check	ID	Date	Time	Person	Address	Description	Street	General	Poor	Condition	Workorder	Initiated	Required	Status	Notes	Link	
		4/13/2015	9:55:48 AM			Old Utility Cut 18"x22" that needs to be cut ad fixed with hot mix.	Street	General	Poor	Condition	Workorder		(no entry required)				
✓	1155232499	4/13/2015	9:39:21 AM	Mike B	Marazion Ln	Old Sewer Cut @ #5 "speed bump", take out the hump and fix property 10"x18". Old Sewer Cut by #7 surface repair 2'x18'. Sewer Cut at cul-de-sac that has sink and needs repaired.	Street Misc	#5, #7 and Cul-de-sac	East	Streets	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115521444	4/13/2015	9:28:32 AM	Mike B	Haverigg Ln	Dura patch cul-de-sac, and there is an old sewer cut that needs repaired.	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	
✓	115521083	4/13/2015	9:26:19 AM	Mike B	Gilcrux Ln	Cul-de-sac needs dura patched	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	
✓	115515668	4/13/2015	8:48:34 AM	Mike B	Whitbeck Ln	shoulders needs cut down for positive water flow	Street	Drainage		shoulders on both sides	East	Streets	Workorder	initiated	Slurry	Paving Consideration 2015	Edit/View
✓	115505660	4/13/2015	8:37:15 AM	Mike B	Allonby Cir	Dura patch excessively	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	
✓	115500867	4/13/2015	8:24:07 AM	Mike B	Pendeen Ln	Old Street culvert that needs repaired, 4x18x2" saw cut and repair with hot mix repair creating positive drainage to cul-de-sac.	Street	General	Poor	Condition	Workorder	initiated		Open		Edit/View	
✓	115441302	4/10/2015	2:24:56 PM	Mike B	Sennew Ln	Subgrade failure 10'x10' asphalt repair	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115440941	4/10/2015	2:23:46 PM	Mike B	Minack Ln	Sub grade failure 5'x20'	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115439858	4/10/2015	2:22:41 PM	Mike B	Coveracken Ln	8'x10' asphalt repair	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115439497	4/10/2015	2:21:13 PM	Mike B	Wenlock Ln	Old sewer cut that needs repaired	Street	Misc			East	Streets	Workorder	initiated	Open		Edit/View
✓	115438775	4/10/2015	2:18:57 PM	Mike B	Grasmere Ln	4 sub grade failure each 10'x10' and a new sign is needed.	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115436970	4/10/2015	2:10:07 PM	Mike B	Winters Dr.	Three old street cuts that are speed bumps that need to be cut out and repaired properly. Also, there is an old street repair at the intersection of Winters Dr and Hampstead that need to be cut out and repaired also.	Street	General	Poor	Condition	Workorder	initiated	Slurry	Paving Consideration 2015		Edit/View	
✓	115435887	4/10/2015	2:06:57 PM	Mike B	Wintners Ln	Subgrade failure 8'x 200'	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115429750	4/10/2015	1:34:05 PM	Mike B	Halton LN	hot mix	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115422530	4/10/2015	12:26:38 PM	Mike B	Letchworth Dr	dura patch at bottom of hill.	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	
✓	115421086	4/10/2015	12:23:54 PM	Mike B	Thorne Ln	Several sub-grade failure dig out and fix with asphalt	Street	General	Poor	Condition	Workorder	initiated	Slurry	Paving Consideration 2015		Edit/View	
✓	115413505	4/10/2015	11:08:48 AM	Mike B	Lyme Ln	Dura paatch the cul-de-sac	Plowing			mishaps	East	Streets	Workorder	initiated	(no entry required)	Dura Patch List	Edit/View
✓	115413144	4/10/2015	11:05:53 AM	Mike B	Thornaby Dr	dura patch entrance and by house # 12,20 and a 10'x10' subgrade failure by house # 7	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Open		Edit/View	
✓	115408451	4/10/2015	10:54:43 AM	Mike B	Morley Dr.	Dura patch the bad areas in the curves of this street	Plowing			mishaps	East	Streets	Workorder	initiated	(no entry required)	Dura Patch List	Edit/View
✓	115407007	4/10/2015	10:49:48 AM	Mike B	Leeds Ln	Sign need replaced	Plowing			mishaps	East	Streets	Workorder	initiated	(no entry required)	Sign list	Edit/View
✓	115406285	4/10/2015	10:47:56 AM	Mike B	Preston Ln	Dura patch the entrance and the cul-de-sac	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	
✓	115405202	4/10/2015	10:44:58 AM	Mike B	Warrington Dr.	Dura patch	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	
✓	115404119	4/10/2015	10:38:10 AM	Mike B	Hartley Cir	Dura patch excessively the whole street needs dura patched	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	
✓	115403036	4/10/2015	10:30:51 AM	Mike B	Eastleigh Dr.	There is one area that has a pot hole that will need to be dug out and will	Street	General	Poor	Condition	Workorder	initiated	(no entry required)	Dura Patch List		Edit/View	

<input checked="" type="checkbox"/>	4/10/2015 115400148 10:14:08 AM	Mike B		Northfleet Dr.	need a asphalt patch. The rest of the street will need dura patched.	Dura patch	Plowing mishaps	Intersection of Northfleet Dr and Baltes Dr.	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115399426 10:10:30 AM	Mike B		Chatham Dr.	Dura-patch check whole street	Dura-patch	Plowing mishaps	several along whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115398343 10:05:15 AM	Mike B		Daventry Ln	dura patch	dura patch	Plowing mishaps	several areas along whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115396538 10:02:09 AM	Mike B		Kent Dr	plow damage on inside of all curve. Cruves need dura-patched	Dura patch	Plowing mishaps	all cruves in this street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115396177 9:59:07 AM	Mike B		East Crook In	Dura patch excessively	Dura patch		whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115395455 9:56:28 AM	Mike B		Clophill Ln	dura patch	Street General Poor Condition		several areas on this whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115394011 9:52:58 AM	Mike B		Turvey Ln	dura patch the whole street	Street General Poor Condition		whole street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115393650 9:50:53 AM	Mike B		Milton Ln	dura-patch the cul-de-sac	Street Misc		cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115384625 8:47:50 AM	Mike B		Cranfield Dr	Dur-patch intersection of Cranfield Ln and Cranfield Dr. and also by House # 76	Street General Poor Condition		Intersection of Cranfield Dr and Cranfield Ln and #76	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115384264 8:45:06 AM	Mike B		Cranfield Ln	dura-patch	Street General Poor Condition		several areas that need dura-patched	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115381015 8:25:31 AM	Mike B		Brackley Ln		Street Misc		dura-patch areas on this street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115377044 8:11:07 AM	Mike B		Rushden Ln	dura-patch the bad areas	Street General Poor Condition		several areas on the street	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115373073 8:00:10 AM	Mike B		Longdon Ln	Dura patch small area on cul-de-sac	Street General Poor Condition		Cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115371268 7:56:04 AM	Mike B		Powfick Ln	Ditch needs cleaned out, dura patch intersection of Worcester Dr & Powfick Ln	Street Misc		Intersection	East	Streets	Workorder initiated	(no entry required)	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	4/10/2015 115362604 7:23:44 AM	Mike B		Hagley Ln	Old utility cut that needs to be cut out and fixed using hot mix.	Street Misc #2			East	Streets	Workorder initiated	(no entry required)	Pot Hole Patch List	Edit/View
<input checked="" type="checkbox"/>	4/9/2015 115310981 12:53:37 PM	Mike B		Melvorn Ln	Skin Patch by # 14	Street Misc #14 Melvorn LN			East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/9/2015 115309176 12:42:43 PM	Mike B	#1	Embleton Dr	Old street that needs to be repaired it has settled and is now a very noticable bump in the street.	Street Misc #1 Embleton Dr.			East	Streets	Workorder initiated		Pot Hole Patch List	Edit/View
<input checked="" type="checkbox"/>	4/9/2015 115307732 12:11:06 PM	Brent C		N. Embleton Ln	Cul-de-sac is in bad condition	Street General Poor Condition		Cul-de-sac	East	Streets	Workorder initiated	Asphalt overlay	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	4/9/2015 115284267 8:38:50 AM	Brent C		Intersection of Frekleton Ln & Radcliffe Dr.	Hot mix repair 10'x15'	Street General Poor Condition		Intersection of Frekleton Ln & Radcliffe Dr.	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/9/2015 115283968 8:36:15 AM	Brent C	#48	Radcliffe Dr	Old Street Cut that needs to be repaired, it has settled and sink.	Street Misc #48			East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/9/2015 115283184 8:34:23 AM	Brent C		Hambleton Dr	dura patch cul-de-sac	Street General Poor Condition		cul-de-sac	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/7/2015 115127593 1:42:36 PM	Mail/Email Julie Armer			Large spot is becoming a pot hole from the crumbled asphalt and several areas on the sides of the road that are crumbling off as well. There is also quite a drop from Grosvenor to Looney where the road comes to a "T". St Ives Circle and St Ives Ln are both in terrible shape. Lots of pot hole and damaged road.	Street General Poor Condition		on Grosvenor Rd 1/2 mile from Looney Rd	East	Streets		(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/6/2015 114982471 9:42:10 AM	Karen H	Gwen Freeman	855-0572 hm, 366-5924 cell	Intersection is lower than Lancashire and rough with potholes, can we try to level it out ?	Street General Poor Condition		St Ives Circle & Lane East	East	Streets	Citizen Responsibility	Dura Patch	Open	Edit/View
<input checked="" type="checkbox"/>	4/3/2015 114896914 9:12:54 AM	Vicki	Joe Danna	9	Ayton Ln	876-5460		Lancashire & Egton Dr	East	Streets		(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	4/1/2015 114696559 8:33:01 AM	Vicki	Scott Jackelin	29	Kentallen Ln	479-802-9456		Near 8 Kentallen Ln	West	Streets		Given to Harold 4/1/15	Open	Edit/View

Check	ID	Date	Time	Requester	Address	Priority	Issue	Category	Location	Direction	Status	Notes	Action		
✓	114534470	3/30/2015	1:07:57 PM	Brent C	Liverpool Ln		dura- patch	Street Misc	cul-de-sac	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114533026	3/30/2015	1:03:06 PM	Brent C	Millon Ln		2 areas that need dura-patched.	Street Misc		East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114532304	3/30/2015	1:01:14 PM	Brent C	Dorking Ln		Dura-patch	Street General Poor Condition	whole street has area that need dura-patched.	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114530499	3/30/2015	12:49:39 PM	Brent C	Bray Ln		Several areas that will need dura-patched. Sub-grade failure @ #1	Plowing mishaps		East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114529055	3/30/2015	12:41:15 PM	Brent C	Hampstead Ln		4'x15' Cul-de-sac cross drain needs cleaned out.	Street Misc		East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114525084	3/30/2015	12:32:19 PM	Brent C	Wyncombe Ln		Dura-patch	Street Misc	#11&14 2 foot circle	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114524362	3/30/2015	12:28:38 PM	Brent C	Wolverton Ln		dura patch	Plowing mishaps		East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114523640	3/30/2015	12:26:45 PM	Brent C	Sawtry Ln.		radius isn't big enough.	Street Misc		East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114521835	3/30/2015	12:19:22 PM	Brent C	Dunwich Ln		durapatch samll area in cul-de-sac.	Street Misc	cul-de-sac	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114521113	3/30/2015	12:12:39 PM	Brent C	Beccles Ln		2/3 of cul-de-sac is gone needs dura-patched several areas and at entrance.	Street General Poor Condition	cul-de-sac	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114520391	3/30/2015	12:03:03 PM	Brent C	Havenhill Dr. & Middenhall		pot hole sub grade failure	Street Misc	Havenhall Dr. & Middenhall	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114518947	3/30/2015	11:58:03 AM	Brent C	Tees Ln		1/2 of Cul-de-sac is gone needs dura-patched needs dura patched ditches need cleaned out for positive flow.	Plowing mishaps	cul-de-sac	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114516781	3/30/2015	11:50:22 AM	Brent C	Lockton Dr.		Please come look at street, big chunks are coming up especially toward the cul de sac	Plowing mishaps		East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114514615	3/30/2015	11:24:08 AM	Vicki	Laurencekirk Pk	Dave Winchell 26	832-262-1163	Street General Poor Condition	Laurencekirk Pk & Ln West		Streets	Given to Harold 3/31/15	Open	Edit/View	
✓	114496204	3/30/2015	9:49:45 AM	Brent C	Arrow Dr		dura patch each of Arrow Dr	Street General Poor Condition	each end of Arrow	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114495121	3/30/2015	9:43:58 AM	Brent C	Consett		1/2 of cul-de-sac is gone, grade to creat positive drainage and base, prep for resurface Between two telephone poles, grade old road off and base ending at #8 property line. Should be around 120 feet.	Street General Poor Condition	cul-de-sac	East	Streets	Workorder initiated	Asphalt overlay	Paving Consideration 2015	Edit/View
✓	114493677	3/30/2015	9:40:01 AM	Brent C	Houghton		Street General Poor Condition	Houghton		East	Streets	Workorder initiated	Asphalt overlay	Paving Consideration 2015	Edit/View
✓	114485735	3/30/2015	8:54:24 AM	Mike B	Stoke Ln		5'x5' dura patch	Street General Poor Condition	cul-de-sac	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114483208	3/30/2015	8:45:39 AM	Mike B	Mobray Ln		Speed Bump	Street General Poor Condition	100' from entrance severe bump	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114482486	3/30/2015	8:42:23 AM	Mike B	Leieaster Dr		Sub grade failure	Street Misc	#65 driveway	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114481764	3/30/2015	8:39:58 AM	Mike B	St. Agnes Ln		dura-patch	Plowing mishaps	#5	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114480681	3/30/2015	8:36:40 AM	Mike B	St. Austell Cir		12x8 dura patch at driveway	Plowing mishaps	#6 driveway & #16	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114479237	3/30/2015	8:35:09 AM	Mike B	St. Ives Cir		dura-patch	Plowing mishaps		East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114478154	3/30/2015	8:32:48 AM	Mike B	Stratton Ln		dura patch at entrance	Street General Poor Condition	entrance	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114473822	3/30/2015	8:18:01 AM	Brent C	Helston Cir		10'x10' are at both entrances that needs durapatched	Street Misc	both entrances	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114470934	3/30/2015	8:01:49 AM	Brent C	Veryan Ln		5x10 plow damage can be fixed by dura-patcher.	Plowing mishaps	By house # 4	East	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	114139897	3/24/2015	2:02:51 PM	Karen H	Howden Ln	Terry Armstrong 1	8769-1569	Chip and Seal treatment is breaking up. Please assess.	Street General Poor Condition	Hoeden Ln	East	Streets	Given to Harold 3/24/15	Open	Edit/View
✓	114105963	3/24/2015	10:57:51 AM	Vicki	Fordham Ln	Randal Anderson 1	319-670-8289	Please assess his street, its in bad shape	Street General Poor Condition	Fordham Ln	Central	Streets	Given to Harold 3/24/15	Open	Edit/View
✓	113803806	3/19/2015	7:44:02 AM	Brent C	Queensborough Dr.		subgrade failure at entrance	Street General Poor Condition	Queensborough Dr & Chelsea	Central	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	113803445	3/19/2015	7:41:54 AM	Brent C	Folkingham Lane		Tree roots buckling the street by house #10	Street Misc	#10	Central	Streets	Workorder initiated	(no entry required) Open	Edit/View	
✓	113670958	3/17/2015	2:50:28 PM	Brent C	Dalton Dr.		incline of Dalton Street pulling onto Lambeth. Is real	Street General	House # 27 and #51	East	Streets	Workorder initiated	Asphalt Overlay	Paving Consideration 2015	Edit/View

<input checked="" type="checkbox"/>	3/17/2015 113648576 12:25:35 PM	Brent C	Kettering Cir	rough and needs repaired. From Lambeth to first mailbox at toe of incline is 112'. There are several subgrade failure The road has deteriorated due to weather and the snow plow. 1)The whole road is in need of repair. We need to sweep and dura-patch. 2) There is a CRP that has serprated & is plugged it needs to be moved to the east side of telephone pole#285038. Use a 12-15 inch x 40'. 3) Bring transit shot for low spot, the existing culvert appears to be in the wrong place. The road is only 16 feet wide and needs to be widened to 18. 4) House #13 has a plastic culvert that is plugged and needs cleaned for positive drainage. 12"x30" several sub-grade issued that are a result of the snow plow. See pictures.	Poor Condition	Street General Poor Condition	from 340 down 100' of Kettering Cir.	East	Streets	Workorder initiated	Asphalt Overlay	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	3/17/2015 113643876 12:25:52 PM	Brent C	Blyth Cir	Sub-grade failure	Street General Poor Condition	whole street	East	Streets	Workorder initiated	Asphalt Overlay	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	3/17/2015 113637024 11:38:49 AM	Brent C	N. Chestnut Dr	Flowing mishaps	Street General Poor Condition	all along N. Chestnut Dr.	East	Streets	Workorder initiated	Asphalt Overlay	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	3/17/2015 1135904557:55:40 AM	Brent C	Carroll Dr	Sub-grades issues along the whole road ditches needs cleaned, heavy trimming, several subgrade patches. Shoulder of ditch needs to be cut back for positive water flow.	Street General Poor Condition	House # 15, #18.	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	3/17/2015 1135828747:35:37 AM	Brent C	Harpley Lane	Sub-grades issues along the whole road ditches needs cleaned, heavy trimming, several subgrade patches. Shoulder of ditch needs to be cut back for positive water flow.	Pot Holes		East	Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	3/17/2015 1135770987:20:12 AM	Brent C	Penzance Dr.	At interesection of Penzance & Hampstead Rd, Penzance & Mawman Ln. see pictures	Street General Poor Condition		East	Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	3/17/2015 1135738497:14:16 AM	Brent C	Overton Dr	Three sub grade failure	Street General Poor Condition	#1 4'X60', #97 3'x180', #107 3'x59'	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	3/16/2015 1135449693:18:35 PM	Brent C	Lyneham Ln	sub-grade failure at entrance & cul-de-sac ditches need cleaned and lite trimming Old Street cuts that have settled and needs to be fixed before we can resurface the street. Several pot holes that can be fixed with the patch king. Ditches and lite trimming. Citizens request #113535583. Plastic culvert needs an extension added to it along with a concrete retaining wall to prevent the garbage trucks from crushing the culvert. Also the existing culvert is real shallow and needs to be deepened. All of this is per Mike.	Street General Poor Condition	whole street	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	3/16/2015 1135442473:13:01 PM	Brent C	Longleat Ln	Old Street cuts that have settled and needs to be fixed before we can resurface the street. Several pot holes that can be fixed with the patch king. Ditches and lite trimming. Citizens request #113535583. Plastic culvert needs an extension added to it along with a concrete retaining wall to prevent the garbage trucks from crushing the culvert. Also the existing culvert is real shallow and needs to be deepened. All of this is per Mike.	Street Misc	whole street	East	Streets	Workorder initiated	slurry	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	3/16/2015 1135435253:07:01 PM	Brent C	Dorking Ln	Needs a culvert installed, ditches cleaned, and subgrade failure at cul-de-sac.	Street Misc	Whole street	East	Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	3/16/2015 1135359442:40:43 PM	Brent C	Sullivan Ln	Needs a culvert installed, ditches cleaned, and subgrade failure at cul-de-sac.	Street General Poor Condition	Cul-de-sac	East	Streets	Workorder initiated	Asphalt Overlay	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	3/16/2015 113524753 1:20:28 PM	Brent C	Rillington Lane	Needs a culvert installed, ditches cleaned, and subgrade failure at cul-de-sac.	Street General Poor Condition	culdesac	East	Streets	Workorder initiated		Open	Edit/View	
<input checked="" type="checkbox"/>	3/16/2015 113514645 12:22:20 PM	Brent C	Raglan Cir	Two subgrade failure area	Street General Poor Condition		East	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	3/16/2015 113497317 11:07:10 AM	Brent C	Knebworth Dr	Sub-grade failure east of intersection of	Street General Poor Condition	Intersection	East	Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View	

<input checked="" type="checkbox"/>	113482877	3/16/2015 9:56:22 AM	Brent C	Celtic Dr.		Knebworth & N Chestnut Dr. 1)several sub grade failure along this street. Harold is going to look at to determine if they can be patched. Can be fixed with the Dura-patcher. 2) Cross drain needs to located by driveway, one end make by covered up by driveway. May need to install a new pipe 30' 15"18" ID. Shoot with transit to verify that cross drain is needed. 3)By PP2699 there is a CRP 118x26' that is appears to be plugged and needs to be cleaned as well as the ditches cleaned for positive drainage. 4) Sub-grade failure 150' from intersection of Larcashire Blvd. 10x80east side of rd, 5x80 west side of rd and a 25x20 at entrance. They all need to be under cut 6-8 inches. Two Sub-grade failures just off of Trafalgar onto Rye. Clean ditches Scrape ridge off lower end of cul-de-sac for positive water flow and open ends of driveway culvert then Dura Patch Harold The whole culdesac is a subgrade failure. Per Harold, End of Cul-de-sac large patch, that can either be patched or based and d/p. Rest of the street can be d/p	Street General Poor Condition	East	Streets	Workorder initiated	Asphalt Overlay	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	113474213	3/16/2015 9:27:38 AM	Brent C	Rye Lane		whole road	Street General Poor Condition	East	Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	113462300	3/16/2015 8:45:41 AM	Brent C	Consett Ln		sul-de-sac	Street General Poor Condition	East	Streets	Workorder initiated	Asphalt Overlay	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	113459773	3/16/2015 8:24:53 AM	Brent C	Westbury Dr		sub grade failure	Street General Poor Condition	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	113455080	3/16/2015 8:06:08 AM	Brent C	Pulhamm Dr.		entrance of Pulham and the culdesac is bad.	Street General Poor Condition	East	Streets	Workorder initiated	Slurry	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	113448582	3/16/2015 7:32:07 AM	Brent C	Bethnal Rd		8'x72' subgrade failure	Street General Poor Condition	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	113447499	3/16/2015 7:18:55 AM	Brent C	Chaucer Dr.		snow plow tore up the road on the edge in several places	Street General Poor Condition	East	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	113313568	3/12/2015 3:31:49 PM	Vicki	John Molina 3	E. Crook Ln	479-366-7552	Plowing mishaps Plow has tore street up please come assess it. Dura Patch list Sub-grade failure by #3,11,30,36,45. Pot hole at intersection of Elvendon Dr. & Prescott and 6'x70' subgrade failure between Boxford Cir and Bedford Cir. Sub-grade failure by house #2,11,14. Cul-de-sac needs dura-patched Lite trimming & ditches need cleaned out around cul-de-sac. There is a subgrade failure at house number 30 see pictures. Subgrade failure by house #20 mailbox and on cul-de-sac on side of road. See pictures	Street General Poor Condition	East	Streets	Workorder initiated	given to Harold 3/13/15	Open	Edit/View
<input checked="" type="checkbox"/>	113066644	3/10/2015 11:16:03 AM	Brent C	West Elvendon Dr.		see complaint comment	Street General Poor Condition	Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	113065561	3/10/2015 11:13:06 AM	Brent C	Brierton Ln		house number 2,11,14 and cul-de-sac	Street General Poor Condition	Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View	
<input checked="" type="checkbox"/>	113063756	3/10/2015 11:04:54 AM	Brent C	Haslingden Ln		whole street	Street General Poor Condition	Central	Streets	Workorder initiated	(no entry required)	Paving Consideration 2015	Edit/View	
<input checked="" type="checkbox"/>	112996249	3/9/2015 1:37:26 PM	Brent C	Hermitage Ln		House # 20 and cul de sac	Street General Poor Condition	Central	Streets	Workorder initiated	(no entry required)	Open	Edit/View	

<input checked="" type="checkbox"/>	1129904733/9/2015 1:17:28 PM	Brent C		Quantock Hills Ln		Road is falling apart on inside edge of Cul de sac by house # 32. See picture	Street General Poor Condition	House # 32	Central Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 11:10:12 PM	Brent C		Quantock Hills Dr.		Skin repair by house # 10, Subgrade failure 10'x23' by house #1	Street General Poor Condition	House # 1 and #10	Central Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 12:55:16 PM	Brent C		Smith Ln		Old Street cut by yellow house that needs to be repaired. Clean ditches	Street General Poor Condition	By Yellow house	Central Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 12:51:32 PM	Brent C		Nantucket Dr		several area that needs to be dura patched	Street General Poor Condition	From one end to the other end	Central Streets	Workorder initiated	several areas that need dura patched	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 12:24:11 PM	Brent C		Marlin Ln		lite trimming and ditches need cleaned and subgrade failure at house # 3.	Street General Poor Condition	House #3	Central Streets	Workorder initiated	see picture	Open	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 10:52:35 AM	Vicki	Phillip Bode 6	Marske Ln	899-7856	Snow plow tore up the patching we did in the Fall, its a mess. # 1 Marske Ln also called dirt street that needs asphalt. Cul de sac has good base, the rest of the street will need base	Plowing mishaps	Marske Ln	West Streets		(no entry required)	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 10:10:29 AM	Brent C		Longview Dr		Please come assess these 2 streets, they are in bad shape Big piles of ch#/gravel left in center of street, he brought in pictures, please see if you can clear it before the rain comes and makes it worse	Street General Poor Condition	whole street	Central Streets	Workorder initiated	overlay	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 9:21:09 AM	Vicki	Keith Bullard47	Weybridge Dr	479-790-3542		Street General Poor Condition	Weybridge Dr & Haselmere Dr	East Streets		slurry	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	3/9/2015 8:30:51 AM	Vicki	Larry Schlueter 8	Byland Ln	479-268-4555		Loose Gravel - Needs Sweeping	8 Byland Ln and down at cul de sac area Intersection has been Based	West Streets		Given to Harold	Open	Edit/View
<input checked="" type="checkbox"/>	2/24/2015 3:46:47 PM	Kathy	Anthony Hoover 4	Alton Ln	553-7651		Street is breaking up. Please check condition.	Alton Ln off of Lyndhurst	East Streets		Given to Harold 2/25/15	Paving Consideration 2014	Edit/View
<input checked="" type="checkbox"/>	2/24/2015 12:17:20 PM	Brent C		Entrance of 2nd Pimlco Dr.		subgrade failure on the west side of the street	Street General Poor Condition	At 2nd entrance of Pimlco	Central Streets	Workorder initiated	(no entry required)	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	2/24/2015 12:07:43 PM	Brent C		cunningham cir		subgrade failure	Street General Poor Condition	north side of circle see picture	Central Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	2/24/2015 11:48:57 AM	Brent C		Cudworth Cir		broken culvert that needs replaced, ditches need cleaned and brush trimmed	Street General Poor Condition	culvert is the one on the south side.	Central Streets	Workorder initiated	overlay	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	2/24/2015 10:07:32 AM	Karen H	Matt Patterson 3	Penarth Cir	479-531-6906		Street is tore up from the plows. Potholes. Please consider for resurfacing.	Penarth Cir	East Streets		slurry	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	2/23/2015 11:55:04 AM	Brent C		West End Ln		Cul-de-sac is damaged see picture in book	Street Misc	whole street needs ditches cleaned and trees trimmed. Cul-de-sac has a bad spot that is 5'x 75'	West Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	2/23/2015 11:39:48 AM	Brent C		Stobo Ln		Cul-de-sac has a bad spot that is 3'x105'	Street General Poor Condition	Cul-de-sac	West Streets	Workorder initiated	see picture in book	Open	Edit/View
<input checked="" type="checkbox"/>	2/23/2015 9:55:18 AM	Brent C		Fairlie Ln		ditches need clean & Lite trimming, there are two cross drains, and both are plugged and will need to be cleaned Resident is concerned about the drainage at the end of Walney Dr. ASLO, there is an asphalt problem at the end of her drive. the last time Cox came through and did work on the cable in the street, no one ever repaired it and the gravel they put on it is all coming out, a hole is there now, may expose cable	Street Misc	whole street	West Streets	Workorder initiated	overlay	Paving Consideration 2015	Edit/View
<input checked="" type="checkbox"/>	2/18/2015 11:57:44 AM	Karen H	3	Walney Dr			Street Drainage		Central		Given to Harold 2/18/15	Open	Edit/View
<input checked="" type="checkbox"/>	2/12/2015 1:51:40 PM	Vicki	Mandy Ross 8	Arden Ln	479-283-0562		Street General Poor Condition	In front of 8 Arden Ln	East Streets		Given to Harold 2/12/14	Dura Patch List	Edit/View
<input checked="" type="checkbox"/>	2/10/2015 8:55:13 AM	Brent C		Merrhill Cir		rough intersection	Street General Poor Condition	intersection of Kirkcaldy Dr and Merrhills Cir	West Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	2/6/2015 9:18:21 AM	Brent C		Hillwick Dr		sub-grade patch	Street Misc		West Streets	Workorder initiated	(no entry required)	Open	Edit/View
<input checked="" type="checkbox"/>	1106963182/6/2015 7:55:53 AM	Brent C		Valiant Ln		ditches, subgrade patch, brush by cul-de-sac will need 40 feet of 12 inch culvert going	Street General Poor Condition	whole street	West Streets	Workorder initiated	(no entry required)	Open	Edit/View

Check	ID	Date	Time	Name	Address	Issue	Category	Location	Status	Notes	Priority	Assignee	Created	Updated	Open	Link
<input checked="" type="checkbox"/>	1106078737	2/5/2015	5:32 AM	Brent C	Valiant Cir	into cull-de-sac HS (no entry required)	Street General Poor Condition	West Streets	Workorder initiated	(no entry required)	Open					Edit/View
<input checked="" type="checkbox"/>	1106057077	2/5/2015	4:38 AM	Brent C	Queensferry Pl	(no entry required)	Street General Poor Condition	West Streets	Workorder initiated	(no entry required)	Open					Edit/View
<input checked="" type="checkbox"/>	1105663583	2/4/2015	3:05:05 PM	Brent C	Queensferry Ln	(no entry required)	Street General Poor Condition	West Streets	Workorder initiated	see notes	Open					Edit/View
<input checked="" type="checkbox"/>	1105638312	2/4/2015	5:09 PM	Brent C	Queensferry Dr	(no entry required)	Street Misc	West Streets	Workorder initiated	(no entry required)	Open					Edit/View
<input checked="" type="checkbox"/>	1105602211	2/4/2015	1:59:36 PM	Brent C	Daniel Ln	see notes	Street General Poor Condition	West Streets	Workorder initiated	(no entry required)	Open					Edit/View
<input checked="" type="checkbox"/>	1105558891	2/4/2015	1:39:16 PM	Brent C	Natalie Ln	(no entry required)	Street General Poor Condition	West Streets	Workorder initiated	(no entry required)	Open					Edit/View
<input checked="" type="checkbox"/>	11054758612	2/4/2015	4:13 PM	Brent C	Weber Ln	(no entry required)	Street General Poor Condition	West Streets	Workorder initiated	(no entry required)	Open					Edit/View
<input checked="" type="checkbox"/>	11054289312	2/4/2015	4:38 PM	Brent C	North Hampton Dr	(no entry required)	Pot Holes	Close to power pole #23	East Streets	Workorder initiated	(no entry required)	Pot Hole Patch List				Edit/View
<input checked="" type="checkbox"/>	1105140139	2/4/2015	3:49 AM	Brent C	Cranfield Dr #72 & #76	sub-grade failure		#72 & #76	East Streets	Workorder initiated	(no entry required)	Open				Edit/View
<input checked="" type="checkbox"/>	1105129308	2/4/2015	8:47:11 AM	Brent C	S Chestnut Dr	Cul-de-sac	Street General Poor Condition	Cul-de-sac	East Streets	Workorder initiated	(no entry required)	Open				Edit/View
<input checked="" type="checkbox"/>	1105031837	2/4/2015	4:09 AM	Brent C	Hemel Ln	subgarde failure at Cul-de-sac	Street General Poor Condition	Cul-de-sac	East Streets	Workorder initiated	(no entry required)	Open				Edit/View
<input checked="" type="checkbox"/>	1104685272	2/3/2015	2:20:20 PM	Brent C	Slaggord Ln	Sub-grade failure There is a 12x40 patch will need 5.8 Ton of Hot Mix	Street General Poor Condition	#7,10 & cul-de-sac	East Streets	Workorder initiated	slurry	Paving Consideration 2015				Edit/View
<input checked="" type="checkbox"/>	11043675911	2/3/2015	11:16:01 AM	Brent C	Stortford Lane	Cul-de-sac has subgrade issues	Street General Poor Condition	Cul-de-sac	East Streets	Workorder initiated	slurry	Paving Consideration 2015				Edit/View
<input checked="" type="checkbox"/>	11043459310	2/3/2015	10:58:43 AM	Brent C	Reighton Ln	Sub-grade failure at cul-de-sac and flared edges at entrance need repaired.	Street General Poor Condition	entrance and cul-de-sac	East Streets	Workorder initiated	(no entry required)	Open				Edit/View
<input checked="" type="checkbox"/>	11043314910	2/3/2015	10:51:29 AM	Brent C	Reighton Cir	Sub-grade failure	Street General Poor Condition	# 7 & # 18		Workorder initiated	(no entry required)	Open				Edit/View
<input checked="" type="checkbox"/>	1103179907	2/2/2015	7:46:09 AM	Harold	Knowl Ln	Trim and clean ditches and pipes Street has been trimmed and ditches cleaned we need to install and lower pipe on cul-de-sac and scar end of cul-de-sac then Dura patch HS The intersection has been repaired so many times the layers are very rough on the cars, can you smooth it out any ? Would like striping refreshed on main streets (Trafalgar, Kingsland, etc.) It is difficult when driving at night to see the lines.	Street Drainage	Knowl Ln	East Streets	Workorder initiated		Open			Edit/View	
<input checked="" type="checkbox"/>	10483079014	10/30/2014	1:42:13 PM	Vicki	Gordon Zaiser	876-6318	Street General Poor Condition	Kingsland & Trafalgar intersection	East Streets		Given to Harold 10/30/14	Open				Edit/View
<input checked="" type="checkbox"/>	10186300912	9/22/2014	12:31:54 PM	Kathy	Jan Schweitzer	876-2174	Street Misc	Major BV streets	East Streets		(no entry required)					Edit/View
<input checked="" type="checkbox"/>	1012150143	9/12/2014	13:39:11 PM	Karen H	Tom Dixon	Troy Cir	282-7594	Street General Poor Condition	Newcastle Ln, culdesac	East Streets	Given to Mike B 9/12/14	Open				Edit/View
<input checked="" type="checkbox"/>	96743668	7/23/2014	12:22:13 PM	Karen H	Street Dept - Mike B		Street Drainage	Tillingham Ln	Central Streets		Given to Harold 7/23/14	Open				Edit/View

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2015 CITY BUDGET TO APPROPRIATE AN ADDITIONAL TOTAL OF \$59,000.00 FROM GENERAL FUND RESERVES TO FUND ADDITIONAL SNOW REMOVAL EQUIPMENT, AND TO AUTHORIZE AND FUND THREE (3) ADDITIONAL STREET DEPARTMENT EMPLOYEES

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

Section 1: The 2015 City Budget is hereby amended by appropriating an additional \$40,000.00 from general fund reserves to Street Department Account 52800 for purposes of purchasing additional snow removal equipment.

Section 2: The 2015 City Budget is hereby further amended by appropriating an additional \$19,000.00 from general fund reserves to Street Department Account 50500 for purposes of funding three (3) additional Street Department employees, and further specifically authorizes creation of the positions.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

MEETING DATE: August 24, 2015

AGENDA ITEM: Police Department Reorganization

ITEM TITLE:

SUBMITTED BY: Ken Farmer

SUMMARY EXPLANATION: The resolution attached is to transfer funds from Planning Department to the Police Department to facilitate the creation of two new positions in the Police Department. In addition to this funding, there is approximately \$25,000 unused during the roof replacement in the Police Department budget. The positions will help streamline to operations of the police department and relieve officers of duties other than police work. Information about the positions follows:

Professional Standards Officer

Duties:

Evidence

Internal Investigations/Complaints on officers

Background investigations on new hires

Warrant Service

Fingerprinting citizens for employment, etc.

Chain of Command – Reports directly to Chief of Police.

Justification:

Currently, a detective is responsible for maintaining evidence storage. The detective also delivers evidence items to the Crime Lab and retrieves evidence that has been examined. We can still ship evidence to the crime lab by certified mail, but they discourage the practice. The crime lab will not ship evidence back to us. We have to go to Little Rock and pick up. We need to stay current with destruction of evidence that can be destroyed, to save space. We estimate that 2 days a week plus one day each month (travel to crime lab) are spent dealing with evidence.

Currently, the Captain is responsible for handling internal investigations when necessary.

Complaints against officers must be handled professionally and in a timely manner. We have to investigate officer's actions in certain instances, such as the use of force, regardless if a complaint was filed to determine if actions were appropriate. This is to protect the city from civil litigation.

Outside agencies, such as the Arkansas State Police will not do internal investigations for us unless there is a suspected criminal offense. In order to be more objective, the person doing internal investigations should report directly to the Police Chief.

We are required to conduct a background investigation on all people hired. This is also a good business practice.

Warrant Service – The police department currently has over 300 unserved warrants and receives more every court day. This person could concentrate on contacting the subjects of these warrants and getting them off the books.

Estimated Cost (Sgt/CID rank) using current midrange salary including benefits
Remainder of 2015 - \$22,000.00 (4 months' salary)

Property Clerk

Promote from Dispatch

Duties:

Warrant Entry (About 1 day per week)

Scanning/Attaching documents to reports (2 days per week)

Uniforms/Equipment

Fleet Maintenance

Chain of Command – Reports to Administrative Assistant

Justification:

We are required by CJIS Policy to enter warrants into ACIC/NCIC in a timely manner. Warrant entry would be a priority for this employee. The dispatch supervisor currently prepares the entry and either does the entry or has a dispatcher do it. This takes at least 8 hours per week.

Currently, the Patrol Division Lieutenant is responsible for scanning associated documents and attaching to case reports on our reporting system. This takes over 1/3 of his time. This task could be accomplished just as effectively and at a lower cost by using a clerk.

Currently, uniforms, equipment, and fleet management are handled by sworn officers. These tasks could also be accomplished more effectively with a clerk, freeing officer time for enforcement duties.

Estimated Cost - using current midrange dispatch salary – includes benefits
Remainder of 2015 - \$12,480.00 (4 months salary)

ATTACHMENT: ORDINANCE RESOLUTION X OTHER

RECOMMENDATION:

ACTION REQUESTED:

Motion to adopt

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2015 CITY BUDGET TO TRANSFER \$15,000.00 FROM PLANNING DEPARTMENT ACCT. 15-57000 TO THE POLICE DEPARTMENT FOR SALARIES AND BENEFITS, AND AUTHORIZING THE CREATION OF TWO ADDITIONAL POSITIONS (PROFESSIONAL STANDARDS OFFICER (SWORN POSITION) AND PROPERTY CLERK NON-SWORN POSITION) FOR THE POLICE DEPARTMENT

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

Section 1: The 2015 City Budget is hereby amended by transferring \$15,000.00 from Planning Department Acct. 15-57000 to the Police Department (Salaries and Benefits) to fund two additional positions within the Police Department.

Section 2: The City Council of the City of Bella Vista, Arkansas hereby authorizes the creation of two additional positions in the Police Department, one sworn position of Professional Standards Officer and one non-sworn position of Property Clerk.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2015 CITY BUDGET TO TRANSFER \$7,000.00 FROM PLANNING DEPARTMENT ACCT 15-57000 INTO 53700 BUDGET ACCOUNTS TO FUND THE PURCHASE OF APPROXIMATELY 9500 DAFFODIL BULBS FOR PURPOSES OF A CITY BEAUTIFICATION INITIATIVE

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

Section 1: The 2015 City Budget is hereby amended by transferring \$7,000.00 from Planning Department Acct 15-57000 into 53700 budget accounts to fund the purchase of approximately 9500 daffodil bulbs for purposes of a City beautification initiative.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

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

MEETING DATE: Council Meeting on Aug, 2015

ITEM TITLE: Resolution - Awarding Contract for ACA Reporting

SUBMITTED BY: Jane Wilms

SUMMARY EXPLANATION: The Affordable Care Act (signed into law in 2010) includes many requirements for both employers and individuals. The Employer Mandate requires employers of a certain size (applies to the City) to

- a) offer Health Care Coverage to employees who regularly work at least 30 hours per week OR pay a penalty (\$2,000 per full-time employee); AND
 - b) offer a 60% minimum value plan that is "affordable" (as defined by ACA)
- OR pay a penalty (\$3,000 per each employee who gets a subsidy on the Marketplace).

To police these two mandates, the government has established section 6055 and 6056 reporting requirements. The City is required to comply with these reporting requirements at the end of 2015, reflecting 2015 data.

The City must produce and submit a transmittal form, which reports details (month by month) about the plan offered, who is covered (including family members), the time frame in which they were covered, how much the employees were required to contribute, and other details. This information allows the City to confirm that it is in compliance with the mandate and should not be subject to fine.

In addition (also as part of this Reporting), the City must provide to each employee a form (1095-C) that the employee will use as a "health care W-2!" This form includes the same information as noted above. This form is used by the employee to confirm that he has met the provisions of the Individual Mandate and so is not subject to fine as in individual. Failure to file/furnish an annual IRS return or provide individual statements to all full-time employees is now \$250. The annual cap on penalties is now \$3,000,000.

We have been in touch with three vendors who can help provide the tracking system of this information as well as completing the necessary form for the IRS and the employee. Mayor Christie and Alderman Flynn sat in on these presentations. We are recommending AMERICAN FIDELITY ADMINISTRATIVE SERVICES for this service.

ATTACHMENT: RESOLUTION X

ACTION REQUESTED: MOTION TO ADOPT.

STATEMENT OF WORK
TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER AGREEMENT”) BETWEEN CITY OF BELLA VISTA (“CLIENT” or “you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (“CONSULTANT” or “we” or “us” or “our”)

PROJECT: ACA Employer Reporting Services

A. TERMS AND CONDITIONS: This statement of work (“SOW”) is made and entered into effective as of the latest date signed below (the “Effective Date”). This SOW is subject to the terms and conditions of the Master Agreement identified above.

B. SERVICE DATES

Subject to the Termination provision Article F. below, this SOW will continue for a period of twelve (12) months from the Effective Date (“Initial Term”). At the end of the Initial Term this SOW will renew automatically for additional periods (“Renewal Terms”) of one year each until either party gives written notice to terminate this Agreement, by method provided for by this Agreement. Such notice must be given not more than ninety (90) days or less than fifteen (15) days before the end of the Initial Term or any Renewal Term.

C. SERVICES AND DELIVERABLES

1. IN GENERAL

- a.** So long as all fees payable under Section E below have been paid and Client’s other obligations under this SOW have been fulfilled, Consultant will make arrangements for Client to have access to a “Worxtime Employer Reporting Service” to be available, as described herein, in order to help Client generate Internal Revenue Service (IRS) 1094 and 1095 Forms, and satisfy the reporting requirements to the IRS and disclosure requirements to Client’s insured employees as required under Section 6055 and 6056 of the Internal Revenue Code of 1986, as amended. Consultant will also provide Consulting Services, described below, to assist Client with these obligations.
- b.** The fees and services described in this SOW apply for an “Applicable Reporting Year.” An Applicable Reporting Year means a single calendar year for which the Client is required to generate IRS 1094 and 1095 Forms. Services provided early in the subsequent calendar year to assist with generating and filing IRS 1094 and 1095 Forms for an Applicable Reporting Year will still be considered part of the service for the Applicable Reporting Year.

2. WORXTIME EMPLOYER REPORTING SERVICES

- a.** The Worxtime Employer Reporting Service will provide information and documentation necessary for Client to generate the applicable Internal Revenue Service (IRS 1094 and 1095 Forms. The Worxtime Employer Reporting Service utilizes certain computer programming (the “Worxtime Program”). The responsibility to report the required information to the IRS and provide disclosure documentation to the Client’s employees remains with the Client, although this is a service the Client may perform using the Worxtime Program.
- b.** Consultant hereby permits Client to use the Worxtime Employer Reporting Service and Documentation in accordance with the terms, conditions and limitations of this SOW during the Term or Terms, as defined herein. Any use of the Worxtime Employer

Reporting Service that is inconsistent with the terms, conditions and limitations of this Agreement is prohibited. Client's permission to use the Worxtime Employer Reporting Service is subject to Client's payment in full of all fees and Client's compliance with all other terms and conditions of this SOW. The right to use the Worxtime Employer Reporting Service granted to Client by Consultant is limited, personal, non-exclusive, non-transferable and non-assignable (except as this SOW otherwise provides)."

3. CONSULTANT SERVICE

- a.** If, prior to the Effective Date of this SOW, Client has entered into a Master Agreement which relates to services other than the Services described in this SOW, Client shall be considered to be an "Existing Client" under this SOW and Consultant will provide a one hour discussion with the Client to help Client understand the application of Section 4980H of the Internal Revenue Code of 1986 as amended, which is referred to as the Employer Mandate Penalty rules, and then gather the information needed to implement Worxtime Service.
- b.** Travel expenses will be billed to the Client following the final consultation if Client requests the consultation described above to be in person.

D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE WORXTIME EMPLOYER REPORTING SERVICE

- 1.** Without implying that Client will have access in the Worxtime Program by accepting the rights granted by Consultant, Client agrees that Client will not, without the prior written consent of Consultant; (a) sell, license, sublicense, grant rights to, distribute, lease or otherwise transfer or allow the transfer of the Worxtime Program, or any backup copy, to third parties; (b) use the Worxtime Program in any manner inconsistent with the rights granted herein; (c) use the Worxtime Program in any manner for the purpose of monitoring or evaluating a greater number of employees than such number of employees anticipated by the agreed to pricing, herein; (d) modify or create derivative works of the Worxtime Program or Documentation or separate the Worxtime Program's component parts; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the Worxtime Program, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Worxtime Program or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Worxtime Program, including without limitation any such mechanism used to restrict or control the functionality of the Worxtime Program.
- 2.** Client may not transfer the Documentation, or assign any rights granted hereunder prior to receiving written authorization from Consultant.
- 3.** Client agrees that Client will not use the Worxtime Employer Reporting Service in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them.
- 4.** Client acknowledges and agrees that Client is solely responsible for the accuracy and completeness of all data required to be input into the Worxtime Employer Reporting Service and that Consultant has no responsibility or obligation to determine if such information is accurate or complete.
- 5.** Client agrees that Client is solely responsible for designating users who will have authorized access to Client's data and ensuring that only such authorized users have access. Consultant shall have no responsibility, obligations or liability for any unauthorized access to the Client's data resulting from Client's failure to follow Consultant's procedures with regard to accessing data.

E. FEES

- 1. Annual Fee.** In order to initiate the Worxtime Employer Service where the Client does not already have an in-force SOW for Worxtime Time and Eligibility Services, Client agrees to pay an annual fee in the amount of \$995 for each Applicable Reporting Year, which is payable upon execution of this SOW for the first Applicable Reporting Year and, thereafter for subsequent Applicable Reporting Years the annual fee will be due in July of each Applicable Reporting Year. This annual fee includes 5 hours of Client support to set up Client's group data in the Worxtime Program for each Applicable Reporting Year. If Client requires more than 5 hours of support in connection with establishing the Worxtime Employer Reporting Service in an Applicable Reporting Year, Client shall pay an additional fee at the rate of \$400 per hour, billed in quarter-hour increments.
- 2. Per Employee Fees.** Client agrees to pay the associated pricing per Applicable Reporting Year of \$3.50 for each employee whose information is provided for the purpose of the Worxtime Employer Reporting Service. An estimated 50% of the per employee fee will be billed no earlier than July of the Applicable Reporting Year and the remainder will be billed the following January. Payment of per employee fees is due within 30 days of receipt of invoice.
- 3. Late Fees.**
 - a. Client shall provide the necessary information required for reporting and the information will be made available to Worxtime on a monthly basis. However, should information for the applicable reporting year through September not be made available to Worxtime on or before October 15 of the same year, a fee of \$995 will be imposed. Should information for the applicable reporting year through October not be made available to Worxtime on or before November 15 of the same year, a fee of \$1,995 will be imposed. Should information for the applicable reporting year through November not be made available to Worxtime on or before December 15 of the same year, a fee of \$2,995 will be imposed.
 - b. Should information for the applicable reporting year through December not be made available to Worxtime on or before January 15 of the subsequent year, Consultant will not confirm an ability to meet the time frames for reporting information to the employees or the IRS.
- 4. Fee Increases.** The fees set forth in this Section E shall remain in effect for first Applicable Reporting Year following the Effective Date. Beginning the second Applicable Reporting Year, AFAS may increase the fees described above by providing written notice to the Client by June 1 of an Applicable Reporting Year.
- 5. Out of Pocket Expenses.** Client will pay out-of-pocket travel expenses incurred by the Consultant for in person meetings, if any.

F. TERMINATION OF SOW

If either party materially breaches any provision of this SOW, the other party may terminate this SOW with thirty (30) days written notice, provided, however that the party in breach shall have thirty (30) days from receipt of notice of breach to cure the breach ("Cure Period"). In the event the breaching party fails to cure the breach during the Cure Period, the SOW shall be deemed to have been terminated as of date of notice of breach. Either party may terminate all or part of this SOW for any reason effective no earlier than 30 days after written notice is provided to the other party. This SOW will automatically terminate on the earliest of the following dates:

- 1.** If the reason for termination is the failure by Client to pay a fee by the due date (including any grace period), termination of this SOW will be retroactively effective as of the last day of the period for which a fee was properly made in accordance with this SOW, except as otherwise provided in writing by Consultant.

2. The date that this SOW or the Client violates applicable law.

Termination of this SOW shall not terminate the rights or obligations of either party arising prior to the effective date of such termination.

In the event the Client terminates this SOW prior to paying the first invoice, all data entered into the Worxtime Employer Reporting Service by or for Client, all databases of information related to the Worxtime Employer Reporting Service and reports generated by the Worxtime Employer Reporting Service will be the property of Consultant. Consultant shall make reasonable efforts to keep such data confidential and in the alternative may elect to destroy all such data.

G. COPYRIGHT AND PROPRIETARY INFORMATION

Consultant and its Provider reserve all of the intellectual property rights with respect to the Worxtime Program, the Worxtime Employer Reporting Service and Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant and the Provider.

Except as otherwise provided in this SOW, Client shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Worxtime Program or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Consultant. This restriction shall continue beyond the termination of this SOW. In the event Client becomes aware of any unauthorized use, copying, reproduction or disclosure of the Worxtime Program or Documentation, Customer shall notify Consultant, in writing, immediately.

H. LIMITED WARRANTY/DISCLAIMER

1. Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the Worxtime Employer Reporting Service pursuant to this Agreement. No warranty is made that the Worxtime Employer Reporting Service will be uninterrupted or error-free. Client is solely responsible for all data input. Consultant expressly disclaims any and all liability resulting from inadequate data input, incomplete data input or improper input data. This warranty is limited to the duration for the Initial Term and any Renewal Terms.
2. THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE WORXTIME EMPLOYER REPORTING SERVICE, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT. CONSULTANT IS NOT LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE OR SPECIAL DAMAGES RELATING TO LOSS OF DATA, PROFIT, REVENUE OR BUSINESS OR THE LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER YOU, CLIENT'S ASSIGNEE OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE AND WHETHER OR NOT CONSULTANT IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
3. If an implied warranty or condition is created by Client's state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition

lasts, so the above limitation may not apply to you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from state/jurisdiction to state/jurisdiction.

4. Consultant is acting on behalf of its suppliers for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this Agreement, but in no other respects and for no other purpose.
5. Client understands and acknowledges that Client is solely responsible, among other things, for:
(a) all uses of the Worxtime Employer Reporting Service using user names or passwords assigned to you; (b) input of data into the Worxtime Employer Reporting Service; (c) confirmation of the accuracy of the data input into and received from the Worxtime Employer Reporting Service; and, (d) compliance with all applicable laws associated with the use of the data.

I. LIMITATION OF LIABILITIES

SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, CONSULTANT AND ITS PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE WORXTIME SYSTEM SHALL BE LIMITED TO (A) CORRECTION OF ERRORS IN THE OPERATION OF THE WORXTIME SYSTEM OR (B) REFUND OF FEES CLIENT WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY CONSULTANT IN ITS SOLE DISCRETION, WITHOUT CHARGE.

IN NO EVENT WILL CONSULTANT, THE PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE WORXTIME PROGRAM, THE WORXTIME SERVICE OR THE DOCUMENTATION OR, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

This limitation of liability also applies to the Provider. It is the maximum for which the Provider and Consultant are collectively responsible. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Client.

The parties hereby agree and consent to the terms and conditions of this SOW and acknowledge such by executing the SOW below.

City of Bella Vista

**American Fidelity Administrative Services,
LLC**

Name: Peter Christie

Name: Susan Relland

Title: Mayor

Title: Chief Executive Officer

Date: _____

Date: _____

**Notice Address:
City of Bella Vista
101 Town Center
Bella Vista, AR 72714**

**Notice Address:
American Fidelity Administrative Services,
LLC
Attn: Chief Executive Officer
2000 N Classen Blvd
Oklahoma City, OK 73106**

AND

**American Fidelity LAW Department
2000 N Classen Blvd
Oklahoma City, OK 73106**

STATEMENT OF WORK
TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER AGREEMENT”) BETWEEN CITY OF BELLA VISTA (“CLIENT” or “you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (“CONSULTANT” or “we” or “us” or “our”)

PROJECT: Time and Eligibility Services

A. TERMS AND CONDITIONS: This statement of work (“SOW”) is made and entered into effective as of the latest date signed below (the “Effective Date”). This SOW is subject to the terms and conditions of the Master Agreement identified above.

B. SERVICE DATES: Subject to the Termination provision Article F. below, this SOW will continue for a period of twelve (12) months from the Effective Date (“Initial Term”). At the end of the Initial Term this SOW will renew automatically for additional periods (“Renewal Terms”) of one (1) year each until either party gives written notice to terminate this Agreement, by method provided for by this Agreement. Such notice must be given not more than ninety (90) days or less than fifteen (15) days before the end of the Initial Term or any Renewal Term.

C. SERVICES AND DELIVERABLES

1. WORXTIME SERVICE

- a.** Consultant has made arrangements for Client to access a service (the "Worxtime Service") and related documentation (the "Documentation") provided by a third person (the "Provider") for tracking, monitoring and reporting hours worked by employees. The Worxtime Service utilizes certain computer programming (the "Worxtime Program").
- b.** Consultant hereby permits Client to use the Worxtime Service and Documentation in accordance with the terms, conditions and limitations of this SOW during the Term or Terms, as defined herein. Any use of the Worxtime Service that is inconsistent with the terms, conditions and limitations of this Agreement is prohibited. Client’s permission to use the Worxtime Service is subject to Client’s payment in full of all fees and Client’s compliance with all other terms and conditions of this Agreement. The right to use the Worxtime Service granted to Client by Consultant is a limited, personal, non-exclusive, non-transferable and non-assignable (except as this SOW otherwise provides).

2. CONSULTANT SERVICE

- a.** If prior to the Effective Date of this SOW Client has entered into a Master Agreement which relates to services other than the Services described in this SOW, Client shall be considered to be an existing client (“Existing Client”) under this SOW; and Consultant will provide a one (1) hour discussion with the Client to help Client understand the application of Section 4980H of the Internal Revenue Code of 1986 as amended, which is referred to as the Employer Mandate Penalty rules and then gather the information needed to implement Worxtime Service.
- b.** If Client is not an Existing Client, Consultant shall provide two (2) hours of

consultation with Client.

- c. Travel expenses will be billed to the Client following the final consultation if Client requests the consultation described above to be in person.

D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE WORXTIME SERVICE

1. Without implying that Client will have access in the Worxtime Program by accepting the rights granted by Consultant, Client agrees that Client will not, without the prior written consent of Consultant; (a) sell, license, sublicense, grant rights to, distribute, lease or otherwise transfer or allow the transfer of the Worxtime Program, or any backup copy, to third parties; (b) use the Worxtime Program in any manner inconsistent with the rights granted herein; (c) use the Worxtime Program in any manner for the purpose of monitoring or evaluating a greater number of employees than such number of employees anticipated by the agreed to pricing, herein; (d) modify or create derivative works of the Worxtime Program or Documentation or separate the Worxtime Program's component parts; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the Worxtime Program, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Worxtime Program or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Worxtime Program, including without limitation any such mechanism used to restrict or control the functionality of the Worxtime Program.
2. Client may not transfer the Documentation, or assign any rights granted hereunder prior to receiving written authorization from Consultant.
3. Client agrees that Client will not use the Worxtime Service in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them.
4. Client acknowledges and agrees that Client is solely responsible for timely submission accuracy, and completeness of all data required to be input into the Worxtime Service.
 - a. "Data" for purposes of this SOW is defined as demographic data, plan data, enrollment data, and hours of service (records of hours worked and hours for which payment is made or due) data. Consultant has no responsibility or obligation to determine if Data is accurate or complete.
 - b. "Timely Submission" for purposes of this SOW is defined as follows
 - i. Submitting initial test Data within two weeks of the implementation call;
 - ii. Submitting final test Data within one week of receiving correspondence on the initial Data; and
 - iii. Submitting ongoing Data at least monthly.
5. By written notification to Consultant, Client shall identify the person or persons who will be authorized to access the Worxtime Service on Client's behalf. The persons identified by Client are referred to as "Authorized Users". Client shall be responsible for insuring that access codes needed to access the Worxtime Service are only provided to Authorized

Users and that access to the Worxtime Service is in accordance with procedures established by Consultant. Client further agrees that Client is solely responsible for access to Client's Data in violation of such procedures and Consultant shall have no responsibility, obligations or liability for any unauthorized access to the Client's Data resulting from a failure to follow Consultant's procedures.

E. FEES (Identified in Exhibit A attached hereto)

- a. Setup Fee.** In order to initiate the Worxtime Service, Client agrees to pay setup fee in the amount of \$995, which is due and payable for the Initial Term as of the Effective Date. This setup fee includes ten (10) hours of client support to set up Client's Data in the Worxtime system. If Client requires more than ten (10) hours of support in connection with establishing the Worxtime Service, Client shall pay an additional fee at the rate of \$350 per hour. An Existing Client as defined in Section (2.a.) will receive a \$300 discount on the setup fee if services were rendered in the past twelve (12) months for any service other than a "Bronze" package.
- b. Per Employee Fees.** Client agrees to pay the associated pricing per month for each employee whose hours are monitored through the Worxtime Service. Client also agrees to pay the associated pricing per employee per month of the initial measurement period that has already lapsed, if any, will also apply. See **Exhibit A (Fees)** for complete details about the pricing. Monitoring will begin with the earliest of the start of the client's Measurement Period or the earliest month of the hours uploaded into the Worxtime system. All per employee fees will be invoiced on or about the 10th day of each month. Payment of per employee fees is due within thirty (30) days of receipt of such invoice. Consultant reserves the right to increase the amount of the Per Employee Fees in future years.
- c. Out-of-Pocket Expenses.** Client will pay out-of-pocket travel expenses incurred by the Consultant for in-person meetings, if any.

F. TERMINATION OF SOW

If either party materially breaches any provision of this SOW, the other party may terminate this SOW with thirty (30) days' written notice, provided, however that the party in breach shall have thirty (30) days from receipt of notice of breach to cure the breach ("Cure Period"). In the event the breaching party fails to cure the breach during the Cure Period, the SOW shall be deemed to have been terminated as of date of notice of breach. Either party may terminate all or part of this SOW for any reason effective no earlier than thirty (30) days after written notice is provided to the other party. This SOW will automatically terminate on the earliest of the following dates:

- 1.** If the reason for termination is the failure by Client to pay a fee by the due date (including any grace period), termination of this SOW will be retroactively effective as of the last day of the period for which a fee was properly made in accordance with this SOW, except as otherwise provided in writing by Consultant.
- 2.** The date that this SOW or the Client violates applicable law.

Termination of this SOW shall not terminate the rights or obligations of either party arising prior to the effective date of such termination.

In the event the Client terminates this SOW prior to paying one (1) full month of per employee fees, all Data entered into the Worxtime Service by or for Client, all databases of information related to the Worxtime Service and reports generated by the Worxtime Service will be the property of Consultant. Consultant shall make reasonable efforts to keep Client Data confidential and in the alternative may elect to destroy all such Data.

G. COPYRIGHT AND PROPRIETARY INFORMATION

Consultant and its Provider reserve all of the intellectual property rights with respect to the Worxtime Program, the Worxtime Service and Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant and the Provider.

Except as otherwise provided in this SOW, Client shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Worxtime Program or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Consultant. This restriction shall continue beyond the termination of this SOW. In the event Client becomes aware of any unauthorized use, copying, reproduction or disclosure of the Worxtime Program or Documentation, Customer shall notify Consultant, in writing, immediately.

H. LIMITED WARRANTY/DISCLAIMER

1. Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the Worxtime Service pursuant to this Agreement. No warranty is made that the Worxtime Service will be uninterrupted or error-free. Client is solely responsible for all Data input. Consultant expressly disclaims any and all liability resulting from inadequate, incomplete or improper Data input. This warranty is limited to the duration for the Initial Term and any Renewal Terms.
2. THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE WORXTIME SERVICE, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CONSULTANT IS NOT LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE OR SPECIAL DAMAGES RELATING TO LOSS OF DATA, PROFIT, REVENUE OR BUSINESS OR THE LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER YOU, CLIENT'S ASSIGNEE OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE AND WHETHER OR NOT CONSULTANT IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
3. If an implied warranty or condition is created by Client's state/jurisdiction and federal or

state/provincial law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts; so, the above limitation may not apply to you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from state/jurisdiction to state/jurisdiction.

4. Consultant is acting on behalf of its suppliers for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this Agreement, but in no other respects and for no other purpose.
5. Client understands and acknowledges that Client is solely responsible, among other things, for: (a) all uses of the Worxtime Service using user names or passwords assigned to you; (b) input of data into the Worxtime Service; (c) confirmation of the accuracy of the data input into and received from the Worxtime Service; and, (d) compliance with all applicable laws associated with the use of the data.

I. LIMITATION OF LIABILITIES

SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, CONSULTANT AND ITS PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE WORXTIME SYSTEM SHALL BE LIMITED TO (A) CORRECTION OF ERRORS IN THE OPERATION OF THE WORXTIME SYSTEM OR (B) REFUND OF FEES. CLIENT WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY CONSULTANT IN ITS SOLE DISCRETION, WITHOUT CHARGE.

IN NO EVENT WILL CONSULTANT, THE PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE WORXTIME PROGRAM, THE WORXTIME SERVICE OR THE DOCUMENTATION OR, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

This limitation of liability also applies to the Provider. It is the maximum for which the Provider and Consultant are collectively responsible. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Client.

[EXECUTION PAGE FOLLOWS]

AGREED BY:

CITY OF BELLA VISTA

Name: Peter Christie
Title: Mayor
Date: _____

Notice Address:
City of Bella Vista
101 Town Center
Bella Vista, AR 72714

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

Name: Susan Relland
Title: Chief Executive Officer
Date: _____

Notice Address:
American Fidelity Administrative Services, LLC
Attn: Manager
2000 N. Classen Blvd.
Oklahoma City, OK 73106

AND

American Fidelity LAW Department
2000 N. Classen Blvd.
Oklahoma City, OK 73106

EXHIBIT A

FEES

One Time Set-Up Fees *without purchase of implementation package	\$995.00
One Time Set-Up Fees *with purchase of implementation package	\$695.00
Per Employee Per Month fees (PEPM) Group size up to 999	\$0.75
Per Employee Per Month fees (PEPM) Group size 1000-1999	\$0.65
Per Employee Per Month fees (PEPM) Group size 2000-3999	\$0.55
Per Employee Per Month fees (PEPM) Group size 4000+	\$0.45

MASTER CONSULTING SERVICES AGREEMENT

This MASTER CONSULTING SERVICES AGREEMENT ("Master Agreement") is entered into effective as of the _____ day of _____, 201_, ("Effective Date") by and among CITY OF BELLA VISTA (hereinafter "Client") and AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (hereinafter "Consultant").

WHEREAS, the parties desire for Consultant to provide services to Client with respect to certain employee benefit plans sponsored by Client ("Client's Plans") and under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope. This Master Agreement is comprised of the general terms and conditions set forth herein (the "Terms and Conditions") and each properly executed Scope of Work ("SOW") to be attached hereto and incorporated by reference herein. Consultant shall provide certain services to Client as specified in a SOW (the "Services"). Each time Client engages Consultant to perform services, a new SOW shall be prepared specifying the scope of the services specific to that engagement. Consultant shall have the right, at all times, to perform similar services for other person(s) or business entities.

2. Term. The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth in Section 11 herein; provided, however, that notwithstanding the foregoing, the term of this Agreement shall be extended for so long as the term of any SOW has not expired. The term of a SOW shall begin on the commencement date stated in that SOW and continue in effect for the agreed term stated in that SOW, unless earlier terminated as herein permitted.

3. Fees and Records. In consideration of Services performed, Client agrees to pay Consultant in accordance with each SOW. Unless otherwise expressly set forth in any given SOW, Client shall be responsible for actual Client pre-approved out-of-pocket expenses (e.g., overnight charges, extensive reproduction costs) and travel costs incurred by Consultant in connection with its provision of the Services. Client shall also be responsible for all sales taxes and other similar tax obligations in connection with its receipt of the Services from Consultant. Such expenses, taxes, and other obligations shall be owed above and beyond any professional fees. If Client is exempt from paying sales tax, a tax exemption certificate shall be provided to Consultant. Until such certificate is received, Consultant will charge applicable sales tax on the invoices.

4. Invoicing and Payment. Consultant will deliver an invoice to Client for fees and expenses each month unless otherwise specified in the SOW. Payment of the amounts indicated on the invoice is due upon receipt of the invoice. Payment will be made within per annum thirty (30) days of receipt of an invoice ("Due Date"). Interest in the amount of 5% per annum, or the maximum amount allowable under the law, will be charged on all amounts due and owing after the Due Date.

5. Client Resources and Data. In addition to any responsibilities imposed on Client as specifically set forth in a SOW, Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Services pursuant to a SOW. In addition, Client will provide to Consultant all data necessary to complete the Services specified in a SOW, in a format agreed to by both parties. In the performance of the Services, Consultant may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Consultant by the Client or its designated representatives and reasonably believed by Consultant to be genuine and authorized by the Client. In addition, if Consultant receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to Client as additional Services.

6. Relationship of Parties.

a. Consultant is, and shall at all times remain, an independent contractor with respect to the Client. Consultant and each of Consultant's employees, principals, and subcontractors shall not be deemed for any purpose to be Client's employees; and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Client or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Client is not responsible to any governing body or to Consultant for paying or withholding payroll taxes and other employee expenses related to payments made to Consultant. Notwithstanding anything to the contrary, this Master Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Master Agreement, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

b. Notwithstanding any provision in this Master Agreement to the contrary, the Client agrees and acknowledges that (i) this Master Agreement, any SOW executed pursuant to this Master Agreement or the performance by the Consultant hereunder are not intended in any way to impose on Consultant or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any other applicable law; and (ii) this Master Agreement does not provide Consultant, and the Client will not cause or permit Consultant to assume, without prior written consent of Consultant, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

c. The Client acknowledges and agrees that the Services do not and shall not constitute the practice of law, accountancy or any other profession by the Consultant and that the Consultant has recommended to Client that all work performed by Consultant be reviewed by Client's independent tax and legal counsel. All compliance assistance work performed by Consultant will relate to compliance with federal laws imposing obligations

with respect to Client's Plans. The parties agree that Consultant will not consider any State laws or regulations unless specifically set forth in a SOW. Finally, any Federal tax information provided in writing pursuant to this Master Agreement is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products. Consultant shall rely upon information provided by Client and will not have a duty to verify accuracy of such information.

7. Intellectual Property.

a. Any patented or otherwise legally protectable invention, process, discovery, technique, know-how, proprietary method or copyrightable expression (1) belonging to and used by Consultant or its contractors for the benefit of Client in connection with this Agreement, or (2) made or developed by Consultant during the course of providing the Services hereunder, shall remain and be the property of Consultant. However, Consultant shall not receive any royalty related to the use of such invention in providing the Services to Client.

b. All documents produced by Consultant in any form, including the electronic versions thereof ("Deliverables"), are instruments of service of Consultant. The copyright and other intellectual property rights in all documents and expressions (including without limitation any memoranda, spreadsheets, drawings, maps or computer programs) prepared or compiled by Consultant hereunder shall remain vested in Consultant; however, Client shall have a free, non-transferable license to use such of those documents as are supplied hereunder for those purposes specified in and subject to the terms of the SOW and for Client's internal use only. Except as required by applicable law, Client shall not provide such Deliverables to any third person without the written consent of the Consultant. Any liability arising out of use of Deliverables by Client for purposes other than for which they were created or out of use by any third party shall be the responsibility of Client.

8. Confidential Information. In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, and financial matters which are made available by the other party or the other party's clients (collectively, "Confidential Information"). Each party shall protect Confidential Information in the same manner as it protects its own Confidential Information of like kind, but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this Master Agreement. The receiving party will restrict access to Confidential Information to only its employees or consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its efforts to seek or to cooperate with the disclosing party in seeking a protective order with

respect thereto. Upon termination of this Master Agreement, Confidential Information shall be returned to the disclosing party or certified as destroyed at the disclosing party's option.

9. Performance of Services.

a. Consultant shall, subject to the provisions of this Master Agreement, including without limitation the obligations of the Client to provide accurate information and to pay the Consultant's compensation hereunder, and upon timely receipt of all data, information, approvals, site access or other information or assistance to be provided by Client, carry out and complete the Services specifically agreed upon in this Master Agreement or in a SOW.

b. Consultant has the full power and authority to enter into and perform this Master Agreement.

c. Consultant agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

10. HIPAA Compliance.

a. The parties agree that their respective actions pursuant to the terms of this Master Agreement shall be in full compliance with all applicable law including without limitation the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and all regulations promulgated thereunder. Without limiting the foregoing, if and to the extent any of the Services involve disclosures or transmissions to or the creation or use of Protected Health Information by Consultant related to Client's Plans, the parties shall enter into a Business Associate Agreement prior to any such transmission, disclosure, creation or use. Client agrees to (i) notify Consultant prior to any transmission or other disclosure of Protected Health Information to Consultant and request Consultant to enter into the Business Associate Agreement, and (ii) cause any third person who may transmit or otherwise disclose Protected Health Information to Consultant on behalf of Client to abide by the terms of this paragraph. As used herein, Protected Health Information means any and all information considered "protected health information" under 45 C.F.R. 160.103 limited to the information created, received or transmitted by Consultant from or on behalf of Client pursuant to this Agreement as hereafter amended.

11. Termination.

a. Each party (“Terminating Party”) may terminate this Master Agreement if the other party breaches any material term or condition of this Master Agreement provided that the Terminating Party gave written notice to the other party of the need to correct a breach of a material obligation under this Master Agreement, which notice included sufficient detail to allow the other party to identify and correct the breach, and the other party failed to take reasonable steps to remedy the breach within thirty (30) days of receipt of Terminating Party’s written notice. Each of the parties hereto may also terminate for convenience by providing sixty (60) days prior written notice of the same to the other party.

b. Such termination shall not relieve Client of the payment of any and all amounts owing to Consultant under this Master Agreement through the date of termination and any reasonable de-mobilization cost.

12. Disputes, Limitation of Liability and Indemnification.

a. **Dispute Resolution.** In the event of a dispute, Client agrees to inform Consultant of such dispute and the parties agree to make a good faith attempt to reach a mutually acceptable resolution. If they are unable to reach agreement, then each party is free to seek legal recourse.

b. **Disclaimer. OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED. ANY AND ALL CLAIMS SHALL BE MADE WITHIN TWO (2) YEARS FROM THE DATE OF ANY ALLEGED FAULT OR ERROR OR SHALL BE FOREVER BARRED.**

c. **Limit of Liability. IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION TO BE RECEIVED BY THE CONSULTANT FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CONSULTANT’S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR NEGLIGENCE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO CONSULTANT BY CLIENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO THE SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT OR ANY THIRD PERSON FOR ANY TAX, PENALTY OR FEE IMPOSED ON CLIENT OR ANY THIRD PERSON BY ANY GOVERNMENTAL AUTHORITY EVEN IF THE SOURCE OF SUCH TAX, PENALTY OR FEE IS THE SERVICES OR/AND DELIVERABLES OR ANY DEFECT IN EITHER OF THEM.**

d. Indemnification. To the fullest extent permissible by law, Client will indemnify and hold Consultant and its personnel, contractors and third-party suppliers of services and tools (including computer software) harmless from any and all claims, liabilities, and expenses relating to negligent actions or omissions, or breach of contract by Client or its personnel. Consultant agrees to indemnify, and hold harmless the Client, officers and employees from and against all claims, liabilities, judgments and expenses arising from personal or bodily injuries, and/or property damage directly caused by negligence. This section shall survive termination of this Master Agreement.

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the notice address set forth below each party's signature, or to such other addresses as may be stipulated in writing by the parties. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Master Agreement, incorporated agreements and each properly executed SOW supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This Master Agreement may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this Master Agreement, the terms of this Master Agreement shall control, unless such SOW expressly states that it is amending the terms of the Master Agreement with respect to such SOW. The invalidity or unenforceability of any provision of this Master Agreement shall in no way affect the validity or enforceability of any other provision of this Master Agreement.

c. Assignment and Sub-Contracting. Upon Client approval, Consultant may sub-contract the Services hereunder. Consultant may also, for the benefit of Client, retain any necessary independent third-party actuarial experts, in connection with performance of the Services hereunder. Client may not assign the Services or any other rights hereunder or under a SOW without Consultant's written consent.

d. Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. No Waiver. The waiver of any breach or failure of a term or condition of this Master Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Master Agreement.

f. Governing Law. This Master Agreement and all SOW's shall be governed by, and construed in accordance with, the laws of the State of Arkansas applicable to contracts without regard to conflict of laws principles.

g. Counterparts. This Master Agreement and any SOW may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The parties may utilize electronic means (including facsimile) to execute and transmit this Master Agreement and SOWs and all such electronically executed and/or transmitted copies shall be deemed as valid as originals.

h. Severability. If any term of this Master Agreement or a SOW is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

WHEREFORE, for the purpose of being bound, the parties execute this Master Agreement by their duly authorized representatives as of the date first set forth above.

Agreed By:

CITY OF BELLA VISTA

Name: Peter Christie

Title: Mayor

Signature: _____

Notice Address:
City of Bella Vista
101 Town Center
Bella Vista, AR 72714

**AMERICAN FIDELITY
ADMINISTRATIVE SERVICES LLC**

Name: Susan Relland

Title: Chief Executive Officer

Signature: _____

Notice Address:
American Fidelity Administrative Services,
LLC
Attn: Manager
2000 N. Classen Blvd.
Oklahoma City, OK 73106

AND

American Fidelity LAW Department
2000 N. Classen Blvd.
Oklahoma City, OK 73106

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC FOR THE PROVISION OF REPORTING AND TRACKING SERVICES REQUIRED BY THE PATIENT PROTECTION AND AFFORDABLE CARE ACT

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 American Fidelity Administrative Services, LLC for the provision of reporting and tracking services required by the Patient Protection and Affordable Care Act. A copy of the contract is attached to this Resolution as Exhibit "A" and incorporated herein as if set out word-for-word.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

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

MEETING DATE: August 24th, 2015

AGENDA ITEM: New Business - Resolution

ITEM TITLE: Resolution - Authorizing Mayor and City Clerk to Enter into a contract with Pinnacle Propane for the provision of supplying propane to the City of Bella Vista Facilities

SUBMITTED BY: Jane Wilms

SUMMARY EXPLANATION: In the past the City of Bella Vista piggy-backed on the POA purchasing of propane. Last year was the first year that we bid this on our own and are doing so again this year. We have received seven bids which are attached.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: We recommend accepting the bid from Pinnacle Propane.

ACTION REQUESTED:
Motion to adopt

2015-16 Bidders Tabulation: Bid Opening 08/14/2015 at 10:00 a.m..

Anderson's Gas and Propane 13098 Hwy 62 Rogers AR 72756	\$.099 /gal. with cap of \$1.499 Correction should have been \$.99 / gal.
Benton County Propane Inc. 13754 Hwy. 279 N Hiwasee, AR 73739	NO Bid
Midwest Propane 11100 N. Hwy 43 Maysville, AR 72747	NO Bid
Ozark Mountain Propane Co. 14770 E. Hwy. 62 Garfield, AR 72732	\$ 1.39 /gal.
Pinnacle Propane 13488 W. Hwy 72 Hiwasse, AR 72739	\$.879 /gal. first 2000 gallons .979 /gal. on remaining 8000 gallons
Titan Propane 3151 E Robinson Springdale AR 72764	\$ 1.399 /gal.
Centergas Fuels Inc. 13754 Hwy. 279 N Hiwasse AR 72739	\$.995 / gal.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PINNACLE PROPANE FOR THE PURCHASE OF PROPANE GAS FOR CITY FACILITIES IN THE AMOUNT OF \$.879 per GALLON FOR 2000 GALLONS AND \$.979 PER GALLON FOR THE REMAINING 8000 GALLONS.

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 PINNACLE PROPANE for the purchase of propane gas for City facilities in the amount of \$.879 per gallon for the first 2000 gallons and \$.979 per gallon for the remaining 8000 gallons.

PASSED THIS _____ DAY OF AUGUST, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

Exhibit A

POLICY CONCERNING MAYOR'S EXPENSES RELATED TO LOCAL MEETINGS OR GATHERINGS ATTENDED FOR A PUBLIC PURPOSE

Periodically, it may be deemed advisable for the Mayor to attend meetings or gatherings in or near the City whereby certain expenses are incurred related primarily to food costs and or entry fees to a local event. These meetings or gatherings would otherwise not be subject to reimbursement pursuant to the City's travel policy. Additionally, it has been advised by City auditors that usage of City budget funds for such purposes should be subject to a clear policy governing limits on the usage of such budgeted funds. The purpose of this Policy is to establish such guidance.

Subject to available budget funding provided in the Mayor's miscellaneous office expense category (Acct. No. 10-56880), the Mayor may, in the furtherance of his or her official duties, incur such expense related to the attendance at meetings or local events in or near the City, so long as such meeting or local event is primarily for a public purpose. Expenses incurred may be paid directly by the City or may be subject to a reimbursement to the Mayor, if such expenses were paid personally by the Mayor.

To be eligible for payment or reimbursement as provided by this Policy, the Mayor must provide written documentation concerning the meeting or special event, to include the following information:

1. Location, date and time of the event;
2. A brief statement of the public purpose of attendance; and
3. Attach a detailed receipt or other documentation of attendance which states the cost. A credit card or p-card receipt without itemization will not suffice.

In no event shall the City pay, nor shall a Mayor be reimbursed, for any costs related to alcoholic beverages or gratuities.

For purposes of defining a "public purpose," the term shall be given the same meaning as that ascribed in Ark. Code Ann. 14-58-303, the common law public policy doctrine, and Arkansas Constitution Article 12, Section 5.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**ESTABLISHING A POLICY CONCERNING MAYOR'S EXPENSES
RELATED TO LOCAL MEETINGS OR GATHERINGS ATTENDED FOR
A PUBLIC PURPOSE**

**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 establishes a Policy Concerning Mayor's Expenses Related to Local Meetings or Gatherings Attended for a Public Purpose. A copy of the Policy is attached to this Resolution as Exhibit "A" and incorporated herein as if set out word for word.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

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

MEETING DATE: August 24, 2015 Regular Meeting

AGENDA ITEM:

ITEM TITLE: A Resolution Condemning and Ordering the Razing and Removal of a Dilapidated, Unsafe, and Nuisance Structure Owned by Robert Lee Jackson located at 9276 Suits Us Drive in the City of Bella Vista

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: In February of this year, Code Enforcement personnel sent notice to the subject property owner requesting removal unsightly and unsanitary building materials. After failing to remove the nuisance materials and proper notice, the Department authorized a contractor to remove them. Those charges were certified by the City Council in June for collection by the Benton County Collector.

During subsequent site visits, Departmental personnel observed concerns about the structural integrity of the residence. The below photographs were captured showing the condition of the dilapidated structure:



Figure 1: Southernmost exterior wall, showing fire damage and structural sag and distress of roof members.



Figure 2: Lower portion of the southern most wall, kicked out and not supporting loads. It appears ready to collapse.



Figure 3: Interior wall in from the southern exterior wall with bowing evident. The lower part of this walls forms the upper support for an exterior wall.



Figure 4: Upper portion of the interior wall from Figure 3. Fire and continual weathering has deteriorated this wall.



Figure 5: Lower portion of exterior wall from Figure 4 with lots of fire damage including charred supports for the interior walls.



Figure 6: Front of structure, with moss growing on roofing and vines sprouting from the rock chimney. Vegetative growth like this causes damage to important structural elements.

In early July, the Department posted an “Unsafe” for entry sign on the property due to the foregoing structural concerns. The property owner has been notified that no further construction should be attempted until a qualified structural engineer has performed an analysis of the structure with recommendations to obtain a building permit.

Building Inspector Steve Cash has indicated to the property owner that this structure is beyond repair or any kind of reconstruction in his opinion.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The Department recommends that this structure be condemned and order its removal. Lacking any action by the owner of record within time frames established under state statute, the Department requests authority to raze and remove the structure.

ACTION REQUESTED:
Motion to adopt

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**CONDEMNING AND ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED,
UNSAFE, AND NUISANCE STRUCTURE OWNED BY ROBERT LEE JACKSON
LOCATED AT 9276 SUITS US DRIVE IN THE CITY OF BELLA VISTA**

WHEREAS, Robert Lee Jackson is the record owner the real property 9276 Suits Us Drive in the City of Bella Vista, more particularly described as Benton County Parcel Number 15-70154-000; and

WHEREAS, pursuant to Bella Vista Ordinance No. 2008-18, notice was mailed to the owners, mortgagees and lienholders of the above-described property advising of the date, time and place of a public hearing and the consideration of this Resolution by the Bella Vista City Council; and

WHEREAS, the Bella Vista City Council has conducted the public hearing to determine if the house, building and/or structure located on the affected property constitutes a nuisance.

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

Section 1: The property located at 9276 Suits Us Drive in the City of Bella Vista is hereby condemned and declared to be dilapidated, unsafe and a nuisance pursuant to Bella Vista City Ordinance No. 2008-18 due to the fact that the structure is exposed to the elements, structurally unsound, and poses a significant danger to the health and safety of any person who may enter it. Pursuant to Ark. Code Ann. § 14-56-203, the owners are directed and ordered to raze and remove the structure located at Lot 15, Block 5, of Bella Vista Original Subdivision along Visitor Center Drive. Pursuant to Bella Vista City Ordinance No. 2008-18, should said structure not be razed and removed within thirty (30) days after posting of this Resolution on the structure, the Building Inspector or his duly designated representative, is authorized to raze and remove the structure.

Section 2: A true and correct certified copy of this Resolution shall be posted on the structure 9276 Suits Us Drive as well as mailed to all owners, mortgagees and lienholders of record as soon as reasonably possible.

Passed and approved this _____ day of _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion Ayes: Nays:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason Kelley, Staff Attorney

Drafted by: Christopher Suneson, PLA, Director of Planning, Building and Code Enforcement