

CITY OF BELLA VISTA- 101 Town Center- Bella Vista, AR

MEETING: CITY COUNCIL WORK SESSION

DATE AND TIME: MONDAY SEPT. 21, 2015 at 5:30PM

Location: City Hall Conference Room, 101 Town Center, 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. **ROLL CALL:** Alderman Becky Morgan, John Flynn, Jim Wozniak, Frank Anderson, Allen King. Larry Wilson (absent due to illness)
- III. **BUSINESS:**
 - A- 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. Third and Final Reading.
 - B- 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. Second Reading.
 - C- 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. Second Reading.
 - D- ORDINANCE NO 2015-** WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF STREET SALT AND SAND BASED ON PRICE AND AVAILABILITY BY INFORMAL PRICE QUOTES.
 - E- RESOLUTION-** ESTABLISHING AN INVESTMENT POLICY FOR THE CITY.
 - F- RESOLUTION-R2015-**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PHYSIO CONTROL, PURSUANT TO A COOPERATIVE PURCHASING AGREEMENT THROUGH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS, IN THE AMOUNT OF \$43,827.35 FOR THE PURCHASE OF DEFIBRILATOR EQUIPMENT FOR USE BY THE FIRE DEPARTMENT.

- G- RESOLUTION-R2015-APPROVING A LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE CITY OF BELLA VISTA POLICE DEPARTMENT AND THE CITY OF BENTONVILLE POLICE DEPARTMENT.**
- H- 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.**
- I- RESOLUTION-R2015- APPOINTING MEMBERS TO THE BOARD OF ZONING ADJUSTMENT TO FILL EXPIRING TERMS.**
- J- RESOLUTION- R2015-AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A CONTRACT WITH VANCON PROPERTIES, LLC, FOR THE RENTAL OF OFFICE SPACE FOR THE CITY OF BELLA VISTA COMMUNITY DEVELOPMENT SERVICES DEPARTMENT FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES.**
- K- RESOLUTION-R2015- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTS WITH SCOTT EQUIPMENT, BUS ANDREWS EQUIPMENT, INC., HILBILT SALES, AND JOHNSON TRUCK & TRAILER OF LOWELL FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT IN A TOTAL AMOUNT OF \$39,223.68 FOR USE BY THE STREET DEPARTMENT.**

Discussion-

Street Department Additional Expense Projections- Superintendent Button
(See Attached Memo)

Bella Vista Museum- Wayne Calhoun

Elected Officials Compensation- John Flynn

**Announcements: City Council Regular Meeting 9/28/2015, 6:30pm
American Legion**

IV 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.

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 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 AND 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

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

**WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND
AUTHORIZING THE PURCHASE OF STREET SALT AND SAND BASED ON PRICE
AND AVAILABILITY BY INFORMAL PRICE QUOTES**

WHEREAS, the procurement of sand and salt for street treatment of icy conditions is necessary for the health, public safety and welfare of the citizens of the City; and

WHEREAS, formal competitive bidding of salt and sand is not feasible or practical due to a lack of potential bidders due to restricted availability of such products for delivery to the City; and

WHEREAS, it is anticipated that more than \$20,000.00 worth of salt and sand are necessary for City needs through the winter season of 2015-2016;

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

SECTION 1. The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes the Mayor to purchase street salt and sand based on price and availability by informal price quotes through March 2016.

PASSED THIS ____ DAY OF _____, 20 ____.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

Exhibit A

INVESTMENT POLICY

Arkansas law dictates the available investments permitted to be used by cities for their funds. Ark. Code Ann. § 19-1-504 provides that when approved by a municipal depository board, a city treasurer may convert any funds in the treasurer's possession, or under the treasurer's control, into one (1) or more of the following investments:

1. Eligible investment securities having a maturity of not longer than five (5) years from the date of acquisition unless, as documented at the time of acquisition, the investment is to fund or support a specific purpose and there are no expectations that the investment will be sold before maturity.
2. Certificates of Deposit.
3. An account established by a local government joint investment trust authorized under the Local Government Joint Investment Trust Act, Ark. Code Ann. § 19-8-301 et seq.
4. An Arkansas financial institution repurchase agreement for eligible investment securities in which the seller agrees to repurchase the investment at a price including interest earned during the holding period as determined by the repurchase agreement.

Additionally, Ark. Code Ann. § 19-8-111 provides that city funds may be deposited in one or more banks or savings and loan associations located in the United States, so long as the account is FDIC insured for one hundred percent (100%) of the principal and accrued interest of the deposit, and that other banking requirements are met.

When Arkansas cities have a real property assessed valuation in excess of three hundred million dollars (\$300,000,000.00) they are also permitted to invest city funds in certain securities as provided in Ark. Code Ann. § 23-47-401, pursuant to the city's adopted investment policy. In addition, the five (5) year maturity limit provided in Ark. Code Ann. § 19-1-504 no longer applies, and the city may invest funds for a longer period. In making such an investment, state law requires that each investment be made with the judgment and care under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of the capital and the probable income to be derived. Investment of such funds must be governed by the following investment objectives:

1. Preservation and safety of the principal;
2. Liquidity; and
3. Yield.

In light of these state law requirements, it is the policy of the City of Bella Vista for the Treasurer working with City Administration to make use of any and all alternatives for the investment of city funds permitted by state law and as further may be authorized by the municipal depository board, when or if required.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

ESTABLISHING AN INVESTMENT POLICY FOR THE CITY

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby establishes an Investment Policy for the City. 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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PHYSIO CONTROL, PURSUANT TO A COOPERATIVE PURCHASING AGREEMENT THROUGH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS, IN THE AMOUNT OF \$43,827.35 FOR THE PURCHASE OF DEFIBRILATOR EQUIPMENT FOR USE BY THE FIRE DEPARTMENT

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

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Physio Control, pursuant to a cooperative purchasing agreement through the National Association of State Procurement Officials, in the amount of \$43,827.35 for the purchase of defibrillator equipment for use by the Fire Department.

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: 9/21/2015

AGENDA ITEM: 2015 Resolution

ITEM TITLE: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PHYSIO CONTROL, PURSUANT TO A COOPERATIVE PURCHASING AGREEMENT THROUGH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS, IN THE AMOUNT OF \$43,827.35 FOR THE PURCHASE OF DEFIBRILATOR EQUIPMENT FOR USE BY THE FIRE DEPARTMENT

SUBMITTED BY: Chief Stephen R Sims

SUMMARY EXPLANATION:

This is a 2015 budget item Life Pak 15 Physio Control Monitor/Defibrillator in Account # 30-52800 Supplies equipment over 1000. This will be replacing a Physio Control Life Pak 12 Monitor/Defibrillator that is eleven years old and will be used for training purposes and special events. The pricing is from the National Association of State Procurement officials (NASPO) in the procurement amount of \$43,827.35 including shipping handling and tax.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The Fire Department is asking the City Council to approve this purchase that is in the 2015 approved budget Account #30-52800 supplies equipment over 1000.

ACTION REQUESTED:

Motion to adopt



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Jim Johnson
 BELLA VISTA FIRE & AMB
 103 TOWN CENTER
 BELLA VISTA, AR 72714
 4798558052
jjohnson@bellavistacityar.com

Quote Number 00008695
Revision # 1
Created Date 8/31/2015
Sales Consultant Todd Shire
 (405) 919-5493
FOB Destination
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Contract NASPO #SW300 **Expiration Date** 10/31/2015

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11160-000003	NIBP Cuff-Reusable, Child	1.00	24.00	-4.49	19.51	19.51
11160-000007	NIBP Cuff-Reusable, Lg Adult	1.00	33.00	-5.26	27.74	27.74
11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	1.00	1,013.00	-348.11	664.89	664.89
11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	1.00	1,013.00	-252.44	760.56	760.56
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-11.02	43.58	43.58
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-18.00	61.20	61.20
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	1.00	309.20	-72.90	236.30	236.30
11577-000011	Mobile Battery Charger - For the LP15	1.00	1,958.30	-420.10	1,538.20	1,538.20
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	453.60	-94.94	358.66	1,434.64
21996-000085	3G Modem (Verizon, customer has own data plan)	1.00	1,101.00	-188.37	912.63	912.63
99428-000306	Gateway Provisioning Fee (For non Physio Data Plans) Per Install Site	1.00	314.00	-15.00	299.00	299.00
99577-001373	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, MethHemoglobin, Bluetooth, Temp INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000290 INCLUDED, HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED.	1.00	39,737.00	-6,603.70	33,133.30	33,133.30

Subtotal USD 39,131.55
Estimated Tax USD 4,695.80

Estimated Shipping & Handling

USD 0.00

Grand Total USD 43,827.35

Pricing Summary Totals

List Price Total	USD 47,450.70
Total Contract Discounts Amount	USD -8,182.78
Total Discount	USD -136.37
Trade In Discounts	USD 0.00
Tax + S&H	USD 4,695.80

GRAND TOTAL FOR THIS QUOTE

USD 43,827.35

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

TS/00878601/13852

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

PHYSIO-CONTROL

NASPO Pricing Effective April 1, 2015				
Product Category	Catalog Number	Catalog/Product Description	List Price	2015 NASPO Price
LIFEPAK® 15				
Common Pre-Hospital Configurations				
LIFEPAK 15	99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	\$22,595.00	\$19,781.92
LIFEPAK 15	99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$25,195.00	\$22,058.22
LIFEPAK 15	99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	\$26,195.00	\$22,933.72
LIFEPAK 15	99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$29,995.00	\$26,260.62
LIFEPAK 15	99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$33,295.00	\$29,149.77
LIFEPAK 15	99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$36,595.00	\$32,038.92
Common Hospital Configurations				
LIFEPAK 15	99577-001939	LIFEPAK 15 Bluetooth	\$13,595.00	\$11,902.42
LIFEPAK 15	99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	\$18,195.00	\$15,929.72
LIFEPAK 15	99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	\$20,395.00	\$17,855.82
LIFEPAK 15	99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	\$22,895.00	\$20,044.57
LIFEPAK 15	99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	\$27,195.00	\$23,809.22
LIFEPAK 15	99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	\$28,395.00	\$24,859.82
Common Transport Configurations				
LIFEPAK 15	99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$20,995.00	\$18,381.12
LIFEPAK 15	99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$31,695.00	\$27,924.07
LIFEPAK 15	99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$35,195.00	\$30,813.22
LIFEPAK 15	99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$38,495.00	\$33,702.37
Nellcor Configurations				
LIFEPAK 15	99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	\$15,895.00	\$13,918.07
LIFEPAK 15	99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	\$18,795.00	\$16,455.02
LIFEPAK 15	99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$21,595.00	\$18,906.42
LIFEPAK 15	99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	\$23,495.00	\$20,569.87
LIFEPAK 15	99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$30,595.00	\$26,785.92
LIFEPAK 15	99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$32,495.00	\$28,449.37
Temperature Configurations				
LIFEPAK 15	99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$31,245.00	\$27,355.00
LIFEPAK 15	99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$34,545.00	\$30,244.15
LIFEPAK 15	99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$37,845.00	\$33,133.30
Government Configurations (Bluetooth Not Included)				

Attn: Laura Bybee
 OK NASPO - Philips Healthcare Sales Contacts for Participating States
 Contract SW300 - Date: January 30, 2015

Local Philips sales contacts for each of the participating states are as follows:

<p><u>ARKANSAS</u> Joe Stevenson Email: joseph.stevenson@philips.com Cell Phone: 615-429-5556 Managing accounts for Fire and EMS agencies.</p>	<p><u>ALASKA</u> Katie Boucher Email: katie.boucher@philips.com Cell Phone: 206-550-5175 Managing accounts for police, municipal government including schools, and universities.</p>	<p><u>HAWAII</u> Pam Erno Email: pamela.erno@philips.com Cell Phone: 503-810-4012 Managing accounts for police, municipal government including schools, and universities.</p>
<p><u>IOWA</u> Doug Graham Email: doug.graham@philips.com Cell Phone: 614-315-5194 Managing accounts for police, municipal government including schools, and universities.</p>	<p><u>MINNESOTA</u> Doug Graham Email: doug.graham@philips.com Cell Phone: 614-315-5194 Managing accounts for police, municipal government including schools, and universities.</p>	<p><u>MISSOURI</u> Matt Larsen Email: matthew.larsen@philips.com Cell Phone: 517-303-5883 Managing accounts for police, municipal government including schools, and universities.</p>
<p><u>MONTANA</u> Doug Graham Email: doug.graham@philips.com Cell Phone: 614-315-5194 Managing accounts for police, municipal government including schools, and universities.</p>	<p><u>NEVADA</u> TBA Email: healthcare.orders@philips.com Phone: 1-800-943-7372</p>	<p><u>NEW YORK</u> Letita ("Tish") Osborne Email: letita.osborne@philips.com Cell Phone: 845-264-0302 NY State –Hudson Valley, Update, Central, Western and Southern Tier.</p>
<p><u>NEW YORK</u> Jennifer Heroz Email: jennifer.heroz@philips.com Cell Phone: 646-483-1877 Metro NY</p>	<p><u>NEW YORK- EMS</u> Ed Mackin-Down State NY Email: ed.mackin@philips.com Cell Phone: 914-204-2046 Kristen Gallant-Upstate NY Email: kristen.gallant@philips.com Cell Phone: 978-335-7264</p>	<p><u>NORTH DAKOTA</u> Colin McBain Email: colin.mcbain@philips.com Cell Phone: 651-728-1550 Managing accounts for police, municipal government including schools, and universities.</p>
<p><u>OKLAHOMA</u> Shane Gregory Email: shane.gregory@philips.com Cell Phone: 817-805-7305 Managing accounts for police, municipal government including schools, and universities.</p>	<p><u>OREGON & WASHINGTON</u> Katie Boucher Email: katie.boucher@philips.com Cell Phone: 206-550-5175 Managing accounts for police, municipal government including schools, and universities.</p>	<p><u>SOUTH DAKOTA</u> Doug Graham Email: doug.graham@philips.com Cell Phone: 614-315-5194 Managing accounts for police, municipal government including schools, and universities.</p>
<p><u>UTAH</u> Anthony Verdeja Email: anthony.verdeja@philips.com Cell Phone: 651-233-8705 Managing accounts for police, municipal government including schools and universities.</p>	<p><u>WISCONSIN</u> Doug Graham Email: doug.graham@philips.com Cell Phone: 614-315-5194 Managing accounts for police, municipal government including schools, and universities.</p>	<p><u>VIRGINIA</u> Tony Giles Email: anthony.giles@philips.com Cell Phone: 240-888-4826 Managing accounts for police, municipal government including schools, and universities.</p>



NASPO COOPERATIVE CONTRACT

Small Hand and Power Tools and Accessories (NASPO - OK SW818)



Hilti Government Team

Questions? Contact us today.

800-950-6119

800-950-6610

Email us

Hilti is proud to bring direct manufacturer support to participating NASPO states. This contract is for the purchase of hand and power tools and all related accessories. This solicitation was competitively bid and designated as a cooperative purchasing contract under the participation guidelines established by the National Association of State Procurement Officials (NASPO).

- XLSXHilti Naspo Price List 2037.2kB

Participating States

Oklahoma (NASPO Lead State) Cooperative Contract SW818

Oklahoma Contracting Officer: Lisa Bradley - (405)522-4480 - Lisa_Bradley@dcs.state.ok.us

Iowa - Master Agreement #MA005-4265-12

Iowa Contracting Officer: Ryan Roovaart - Ryan.Roovaart@iowa.gov

Missouri - Contract C112239002

Missouri Contracting Officer: Liz Palazzolo - liz.palazzolo@oa.mo.gov

South Dakota - Contract 16333

South Dakota Contracting Officer: Andy Mobley - (605)773-4278

Hilti Contact Information

For quotes, ordering, technical information, order tracking, on-site consultation appointments, tool repair, and to set up online access to Hilti Oklahoma/NASPO pricing, please contact the **Hilti Government Team**.

Phone: (800)950-6119

Fax: (800)950-6610

government@hilti.com

For questions regarding the Hilti-Oklahoma/NASPO contract, please contact the **Hilti Contract Administration Team**.

Bruce Mitchell at (800)950-6119 ext 3240

or

Steve Coble at (800)950-6119 ext 3954

Fax: (918) 459-3033

Contractadmin@hilti.com

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

MEETING DATE: September 28, 2015

AGENDA ITEM: Mutual Aid Agreement – Bentonville Police Department

ITEM TITLE: Mutual Aid Agreement

SUBMITTED BY: Ken Farmer

SUMMARY EXPLANATION: We would like to enter into a mutual aid agreement with Bentonville Police Department. It is important to maintain agreements with neighboring agencies to provide additional manpower or assistance during disasters, exigent circumstances, joint operations and training. The attached agreement was approved by the Bentonville City Council at their meeting on September 8, 2015.

ATTACHMENT: ORDINANCE RESOLUTION X OTHER

RECOMMENDATION: Approval

ACTION REQUESTED:

Mutual Aid Police Protection Agreement

This Agreement, by and between the City of Bella Vista, Arkansas, and the City of Bentonville, Arkansas, in accordance with A.C.A. § 16-81-106 et seq., to secure and provide for each adequate police protection through the use of properly trained and equipped police officers, mutual aid in police protection, and protection of life and property. It is agreed that:

I. Introduction

- A. The City of Bella Vista and the City of Bentonville recognize and acknowledge that, at times, emergency or other situations arise that require additional manpower and resources beyond which the respective law enforcement agency for each City can provide. It is during such times that it may be prudent and necessary to request additional manpower or assistance from other law enforcement agencies.

II. Requests for the City of Bella Vista

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Bella Vista will provide assistance to the City of Bentonville according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bentonville Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Bella Vista Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Bella Vista that would necessitate such action, the City of Bella Vista reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bella Vista or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bella Vista; additionally, the City of Bella Vista reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bella Vista or of its Chief of Police, that to do otherwise would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bella Vista.

- C. The City of Bentonville must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bella Vista.

III. Supervision and Control of Officers on Loan to the City of Bentonville

- A. Officers from the Bella Vista Police Department that are temporarily assigned to the Bentonville Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bentonville Police Department officers. They will possess the same powers, rights and immunities as Bentonville Police Department officers.
- B. Personnel and administrative control, including compensation of Bella Vista officers, will be retained by the City of Bella Vista and the Bella Vista Police Department. Bella Vista police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Bella Vista Police Department.

IV. Requests by the Bella Vista Police Department

- A. During natural or man-made disasters, exigent circumstances, joint operations, and training, the City of Bentonville will provide assistance to the City of Bella Vista according to the guidelines as set forth in this Mutual Aid Police Protection Agreement. Requests for mutual aid must be made in writing by the Bella Vista Police Department Chief of Police, or by his or her authorized designee. Any request for aid under this Agreement will include a statement of the amount and type of equipment and personnel requested, and will specify the location to which the equipment and personnel are to be dispatched however, the amount of and type of equipment and number of personnel to be furnished will be determined by the officer in charge of the responding organization.
- B. The Bentonville Police Department Chief of Police will decide what resources are available to the requesting agency and will authorize the level of response to be provided, as well as the duration of aid to be provided. This response may include, but is not limited to, manpower, vehicles, equipment or other police resources. In the event that an exigent situation should arise within the jurisdiction of the City of Bentonville that would necessitate such action, the City of Bentonville reserves the right to refuse to respond to any request for mutual aid when, in the opinion of the Mayor of Bentonville or of its Chief of Police, responding to such a request would jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville; additionally, the City of Bentonville reserves the right to recall immediately any or all of the manpower, vehicles, equipment or other police resources on loan to another agency, if, in the opinion of the Mayor of Bentonville or of its Chief of Police, that to do otherwise would

jeopardize municipal property or would endanger the lives or property of the citizens of the City of Bentonville.

- C. The City of Bella Vista must sign or have previously signed a Mutual Aid Police Protection Agreement with the City of Bentonville.

V. Supervision and Control of Officers on Loan to the City of Bella Vista

- A. Officers from the Bentonville Police Department that are temporarily assigned to the Bella Vista Police Department under mutual aid police protection provisions are subject to the same rules, regulations, and supervisory commands as Bella Vista Police Department officers. They will possess the same powers, rights and immunities as Bella Vista Police Department officers.
- B. Personnel and administrative control, including compensation of Bentonville Police Department officers, will be retained by the City of Bentonville and the Bentonville Police Department. Bentonville police officers will be entitled to worker's compensation and other benefits to which they would be entitled were they functioning within the normal course and scope of the duties with the Bentonville Police Department.

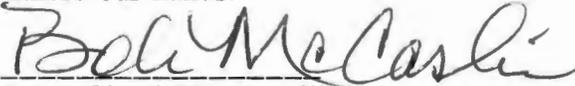
VI. Mutual Aid Police Protection Agreement

- A. Pursuant to Act 846 of 1989, codified at A.C.A. § 16-81-106 et. seq., the City of Bella Vista and the City of Bentonville, having each created police departments and having employed police officers of these respective municipalities that are sworn to enforce the laws of this state and their individual jurisdictions, do hereby enter into this MUTUAL AID POLICE PROTECTION AGREEMENT as allowed by Act 846 and their individual municipal policies. This Mutual Aid Police Protection Agreement shall be construed to grant to Bentonville Police Department officers and Bella Vista Police Department officers the statewide arrest powers authorized by A.C.A. § 16-81-106(c)(3) while working pursuant to this Agreement within the jurisdiction of the requesting city.
- B. In the event of claims for injury or other loss said to be the result of acts or omissions by an officer, or officers, providing assistance pursuant to this Mutual Aid Police Protection Agreement, the agency and municipality providing such assistance shall provide a legal defense for and shall hold harmless the receiving agency, its officer(s), and municipality from and against all such claims. Both cities assert any and all the immunities provided to them and/or their officers under Arkansas or Federal Law and neither waives it as a consequence of the above

language. This hold harmless agreement is subject to the limitations of Arkansas law and such agreement is not intended to inure to the benefit of any third party nor should it be interpreted as a basis for municipal liability for which the municipality is otherwise immune under Arkansas law.

- C. This MUTUAL AID POLICE PROTECTION AGREEMENT may be reviewed annually. Should any paragraph or part of this MUTUAL AID POLICE PROTECTION AGREEMENT be found unconstitutional or unlawful, the remainder shall remain in full force and effect.
- D. This Agreement is in effect from its date of approval by the governing bodies of each municipality, and will remain in effect until cancellation in writing by one or both parties.
- E. Either party may terminate this agreement upon ten (10) days' notice in writing to the other municipality through the Chief of each respective Police Department.

Witness our hands:

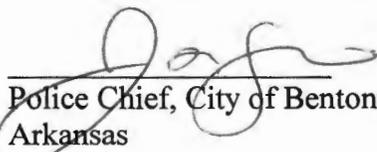


Mayor, City Of Bentonville
Bentonville, Arkansas

9-9-15
Date

Mayor, City of Bella Vista
Bella Vista, Arkansas

Date



Police Chief, City of Bentonville
Arkansas

9-9-15
Date

Police Chief, City of Bella Vista
Arkansas

Date

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING A LAW ENFORCEMENT MUTUAL AID AGREEMENT
BETWEEN THE CITY OF BELLA VISTA POLICE DEPARTMENT AND
THE CITY OF BENTONVILLE POLICE DEPARTMENT**

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby approves a Mutual Aid Agreement between the City of Bella Vista Police Department and the City of Bentonville Police Department to facilitate cooperation, additional manpower and assistance during disasters, exigent circumstances, joint operations and training. A copy of the agreement is attached to this resolution as if set out word for word herein.

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: September 28, 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.

On August 21, 2015, Mr. Jackson had the structure inspected by a professional engineer, Mr. Gregory Bone, PE. Mr. Bone’s letter dated August 22, 2015, is attached for your reference. Mr. Bone states, in part:

“It is my opinion that little of the existing structure can be restored to a safe and habitable condition. The cabin roof, walls and floor have been open to the elements for some time and the materials are severely deteriorated. The structure has been exposed to fire, is water damaged and the wood materials exhibit decay...I have recommended to the owner that he begin the inspection and removal process immediately and that plans and a permit application be submitted for new construction to the PBCE Department.”

On August 24, 2015, the Council voted down a resolution to condemn the subject structure. In the mean time, Mr. Jackson has moved forward with securing the structure from entry as shown in the photo, below, taken by staff on August 31, 2015.



Figure 7: Front window and door of structure secured.

On September 11, 2015, Mr. Jackson called to discuss the property, and asked if it would be permissible to place palettes inside of the structure to block off access. He also mentioned that the Dean of the UA engineering school had come through the airport and said that the property would be a great project for one of his classes. Mr. Jackson was advised that he should not attempt any repairs to the structure until a report detailing the repairs had been filed with the Department and that a building permit had been issued. Mr. Jackson was told during the conversation that a stop work order was being issued to him, and that measured progress could be documented through the engineering report and subsequent issuance of a building permit.

To date, Mr. Jackson has not filed an engineering report or a building / demolition permit application with the Department.

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

Gregory L. Bone, PE

Civil & Structural Engineering

August 22, 2015

Mr. Christopher Suneson, Director
Planning, Building Code Enforcement Department
City of Bella Vista, Arkansas
306 Town Center West
Bella Vista, Arkansas 72714

Property Owner: Mr. Robert Lee Jackson
3455 Township Street
Fayetteville, Arkansas 72703

Re: Property Structural Condition Assessment
9276 Suits Us Drive, Bella Vista, Arkansas 72714

Mr. Suneson,

At the request of Mr. Jackson I inspected the referenced property on Friday, August 21, 2015 for the purpose of providing an opinion of structural condition. I spoke briefly with Mr. Steve Cash by telephone about the permitting history of the property. I have spoken extensively with the Owner about the extremely poor condition of the structure and the prospects for its repair and or replacement.

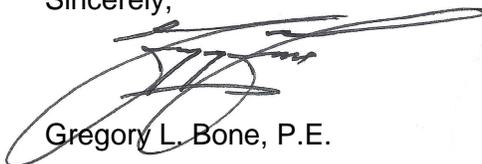
It is my opinion that little of the existing structure can be restored to a safe and habitable condition. The cabin roof, walls and floor have been open to the elements for some time and the materials are severely deteriorated. The structure has been exposed to fire, is water damaged and the wood materials exhibit decay. There is some possibility that the masonry fireplace could be retained and perhaps a small portion of the framing on the front of the cabin. I have recommended to the owner that he begin the inspection and removal process immediately and that plans and a permit application be submitted for new construction to the PBCE Department.

Mr. Jackson has informed me that he intends to use Luttrell Construction to assist with the material removal and reconstruction of the cabin. And he wishes to pursue registration of the structure on the Historic Register. I will assist the owner and his contractor during the dismantling and provide any technical assistance as required for construction of the new residence.

Mr. Jackson requests that the City of Bella Vista defer any condemnation action and allow him the opportunity to manage the inspection, removal, salvage and new construction.

Please feel free to contact me with any questions or concerns that you may have.

Sincerely,



Gregory L. Bone, P.E.

GLB/gb



August 22, 2015

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

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

MEETING DATE: September 28, 2015

AGENDA ITEM: Resolution-2015-

ITEM TITLE: Appointing Persons to the Board of Zoning Adjustment to fill Two Expiring Terms

SUBMITTED BY: Jennifer Bonner, Senior Planner

SUMMARY: Terms for this board expire every year on October 1st. This resolution is for the re-appointment of one current board member and the appointment of one new person to fill the term of another expiring member.

ATTACHMENT: Ordinance Resolution Other

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

ACTION REQUESTED: Motion to adopt

RESOLUTION NO. R2015-_____

**APPOINTING MEMBERS TO THE BOARD OF ZONING ADJUSTMENT
TO FILL EXPIRING TERMS**

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

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

WHEREAS, the terms for Positions 4 and 5 are due to expire on October 1, 2015;

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS, based on the recommendation of the Mayor, that the following individuals with the term expirations noted shall be appointed to the Board of Zoning Adjustment, effective October 1, 2015:

<u>Position</u>	<u>Name</u>	<u>Term Expiring October 1:</u>
4.	Mr. Robert Walker	2018
5.	Mr. Charles Whittenberg	2018

Motion to adopt made by _____ and seconded by _____ .

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

Passed this _____ day of _____, 2015.

ATTEST:

APPROVED:

Wayne Jertson
City Clerk

Peter Christie
Mayor

APPROVED AS TO FORM:

Jason Kelley
Staff Attorney

Application for Commission or Board Appointment

Instructions: Fill out the entire applicant information and sign your name in the appropriate box. Unsigned applications will not be considered. Check one Board or Commission on which you are willing to serve. A resume may be attached.

Applicant Information	
Name: Charles D. Whittenberg	
Address: 4 Country Club Circle	
City: Bella Vista	State: AR
Zip: 72715	
Home Phone Number: 479-715-6484	Work Phone Number: N/A
Cell Phone Number: 937-902-6253	Email: chuck.whittenberg@gmail.com
Occupation: Retired USAF & Def. Contractor	Place of Employment: N/A
Number of years you lived in Bella Vista:	3 years 1 month
Board or Commission	Duties
<input type="checkbox"/> Planning Commission	<ul style="list-style-type: none"> Reviews and approves development proposals for compliance with City Codes; Makes recommendations to the City Council for rezoning applications; Makes recommendations to the City Council on long range, City-wide plans; Members must be City residents and serve for a four (4) year appointment; and Members attend two (2) regularly scheduled meetings per month (1st Wednesday and 2nd Monday).
<input checked="" type="checkbox"/> Board of Zoning Adjustment	<ul style="list-style-type: none"> Reviews and decides appeals of staff interpretations of the Zoning Code; Hears and decides petitions for variances from the Zoning Code; Determines zoning district boundaries where discrepancies exist; Members must be City residents and serve for a three (3) year appointment; and Members attend one (1) regularly scheduled meeting per month if there is business to conduct (3rd Wednesday).
<input type="checkbox"/> Board of Construction Appeals	<ul style="list-style-type: none"> Reviews and decides appeals of staff interpretations of the technical codes related to building construction; Hears and decides petitions for variances from technical codes; Members must be City residents and serve for a three (3) year appointment; and Members attend one (1) scheduled meeting per month if there is business to conduct.
<input type="checkbox"/> Public Safety Committee	<ul style="list-style-type: none"> Provides guidance, education and training to the public and City regarding emergency management & wildland fires issues; Develops community wildfire prevention plan; Plans for Public Safety Day & FireWise Day Meetings held on the first Wednesday of each month
<input type="checkbox"/> Library Advisory Board	<ul style="list-style-type: none"> Oversees the operations of the Library and Appoints the Library Director; Members must be City residents and serve for a five (5) year term after initial appointment; and Meetings held at least once per calendar quarter, or more often as necessary.

1. What qualifications and experience do you have that make a contribution to the Board or Commission selected?

I have 17 years experience interpreting multiple Defense and Federal Regulations related to procurement and procurement policy. I had to be able to resolve conflicts in interpretation from multiple parties and perspectives as we sought to develop innovative but effective solutions to multiple large-scale opportunities.

During my military career, I led and participated in planning for the layout of several contingency air bases to include placement of various functions in close proximity as well as avoidance of placement of others in proximity to more densely populated portions of the base. I believe this experience will be a big help to me functioning as a productive member of the Board of Zoning Adjustment.

2. Briefly explain your interest in being appointed to the selected Board or Commission.

I am very interested in seeing and actively supporting the City of Bella Vista to grow, but in a planned and rational way for the future. I have the available time and capacity to serve and am anxious to become productively involved in some manner. I believe the Board of Zoning Adjustment would be a good place for me to become engaged.

By my signature below, I indicate my willingness to serve on the Board or Commission checked in the box above. I also indicate my understanding of the time commitment involved. I further authorize the City to consider the foregoing statements in considering an appointment.

Signature: _____



Date: Aug 28, 2015

Please return completed applications to the City Hall offices between 8:00 am and 4:30pm.

CHARLES D. WHITTENBERG

4 Country Club Circle
Bella Vista, AR 72715-8200

937 902-6253
chuck.whittenberg@gmail.com

BUSINESS DEVELOPMENT/CAPTURE (SALES) MANAGER

SUMMARY

A successful Capture (Sales) Manager experienced in leading opportunities (deals) valued at \$500M to \$1B. Solid expertise in team leadership, strategy formulation, large-scale bid writing and preparation, pipeline expansion, resource allocation. SECRET Security Clearance.

AREAS OF EXPERTISE

Start-Up Operations New Business Development Major Contract Negotiations Opportunity Development Competitive Analysis Price to Win Account Acquisition Team Selection Pricing Structures Contractor Logistics Support IT systems support US Air Force Officer

- Formation and motivation of cross-functional teams to achieve peak performance, ensure total project compliance, ensure project completion and meet aggressive program objectives.
- Subject matter expertise in the pricing, negotiation and execution of complex contracts with top management, industry vendors, government agencies, military entities and key decision-makers.
- Effective hiring, management, deployment, and development of top-notch talent at professional, supervisory, staff and field levels in deadline-driven and mission-critical environments.
- Multi-tasking talents in team building, organization, needs analysis, proposal writing, program implementation and accurate documentation in time-sensitive situations.
- Extensive exposure to cross-cultural practices and international business protocols, particularly in Europe and North America, through frequent travel and military posting.
- Decorated US Air Force veteran with overseas background in base operations, program implementation, staff training, high-tech equipment deployment and process improvements.

EMPLOYMENT & ACCOMPLISHMENTS

Bella Vista, AR
Retired

2013-Present

SAIC, Inc., McLean VA

2011-2012

Capture Manager / Business Development Manager

Co-launched a large-scale entry into the Federal aviation maintenance market space. Successful, the business plan focuses on performing multiple but related forms of logistical support. The resulting qualified multi-billion dollar pipeline significantly exceeds senior management expectations.

- Researched and produced C-130 Foreign Military and Commercial Sales market analysis and supported development of a detailed business case. Highly successful, the result was a \$1.5B initial pipeline of customers and opportunities focusing on foreign owned C-130 aircraft.
- Led entry into the highly competitive aviation Contractor Logistics Support (CLS) market. Initial opportunity, C-21 CLS, a no-bid at RFP release due to labor restrictions. A success as business case, approach and management structure were clearly defined and ready for implementation.
- Lead Capture Manager for a DEA aviation CLS effort supporting 94 aircraft in 45 locations worldwide. Complex, the solution heavily leveraged sophisticated IT-based solutions.

BAE Systems Inc., Rockville, MD

2007 – 2010

Capture Manager

Charged with identifying, acquiring and supporting strategic opportunities worth over \$500 million for this global defense, security and aerospace company with \$36.2 billion in annual revenue. Led cross-functional teams of professionals to create and deliver winning proposals and solutions. Deployed hands-on skills in driving new market penetration and overseeing preparedness for government contract execution. Clients encompassed government, civil and defense organizations.

- Won a 3-year contract, worth \$95 million, to implement an Automated Installation Entry (AIE) solution at individual Army installations.
- Earned the elite "Chairman's Gold Award" in 2008 for introducing BAE Systems into the US aircraft Contractor Logistics Support (CLS) market with a detailed Navy T-45 proposal and work scope definition.
- Assigned to head up capture functions for the \$1 billion SE 2020 SIR 2 opportunity with the FAA; executed a major Kazan Event and revamped a 250-person group to improve contract win potential.
- Built and maintained pipelines involving deals for aircraft contractor logistics support and high-tech upgrades for naval warships, each representing \$3 billion in potential multi-year value.

MTC Technologies Inc., Dayton, OH

1995 – 2007

Capture Manager, Business Developer, Site Manager

Lead pursuit of large new business opportunities for a \$400 million provider of technical/professional services including system modernization supporting the US military.

- Won the company's first-ever and largest IT award with GSA Alliant after performing extensive requirements analysis, establishing a solid network of subcontractors and setting pricing for 40 labor categories that would cover 10 years and valued at \$65 billion.
- Won major competitions to acquire multi-award contracts with the US Navy, including Seaport-e and Fast Track, worth \$100 million in value.

MILITARY

US Air Force

Lieutenant Colonel/Air Base Operations

Held various critical management assignments including Squadron Command, in diverse operational settings around the world. Fully familiar with airbase operations, flight command, resource allocation, budget administration, state-of-the-art communications and F-111 weapon systems operations. Honorable Discharge.

EDUCATION

Troy State University, Troy, AL

M.A. Degree in International Relations

Central College, Pella, IA

B.A. Degree in Political Science**PROFESSIONAL TRAINING**

- Shipley Capture Manager Course.
- Fully familiar with MS Office, GovWin, Centurion, and related applications.
- Member of the Air Force Association.

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

MEETING DATE: September 28, 2015 Regular Meeting

AGENDA ITEM:

ITEM TITLE: A Resolution Authorizing the Mayor and Clerk to Enter into a Contractor with Vancon Properties, LLC, for the Rental of Office Space for the City of Bella Vista Community Development Services Department for Calendar Year 2016, and for Other Purposes.

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Since January 2012, the Community Development Services Department has leased office space at 305-306 Town Center from Cooper Communities and subleased a portion of that space to the Architectural Control Committee.

Since that time, the Department has hired additional personnel leading to cramped office accommodations. The Department has established its own records of construction and development permitting that has added file storage to those maintained by the Architectural Control Committee. Lastly, with the hiring of personnel and expanded patron base, parking needs have increased over the years.

The office space at 614-616 West Lancashire is currently vacant and has ample parking. Working with the owner, the Departmental staff has provided a floor plan for renovations that will accommodate existing and planned staffing for the foreseeable future. The layout also provides for existing and future growth of file storage.

The resolution following would authorize the Mayor and Clerk to enter into a lease arrangement with the owner at a yearly rate of \$25,800 – approximately \$50 more than the Department pays for office space currently. This cost would be identified in the 2016 Departmental Budget.

In addition, the resolution authorizes the expenditure of no more than \$28,500 for lease hold improvements to the office space to accommodate the proposed floorplan. These costs would be paid for through savings in the 2015 Departmental Budget.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A CONTRACT WITH VANCON PROPERTIES, LLC, FOR THE RENTAL OF OFFICE SPACE FOR THE CITY OF BELLA VISTA COMMUNITY DEVELOPMENT SERVICES DEPARTMENT FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES

WHEREAS, the City of Bella Vista has leased office spacing for the Community Development Services Department since January 2012; and

WHEREAS, the Department has outgrown its current space at 305-306 Town Center due to increased staffing, file storage, and parking needs.

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

Section 1: The Mayor and Clerk are hereby authorized to execute a contract with Vancon Properties for the lease of office space at 614 and 616 West Lancashire Boulevard for the period beginning January 1, 2016 to December 31, 2016 at a monthly rate of \$2,150.00 or \$25,800.00 yearly. The Mayor and Clerk are further authorized to expend a maximum amount of \$28,500.00 for leasehold improvements to the office space.

Section 2: The amount of the monthly lease for the office space will be properly identified in the 2016 Community Development Services Department budget.

Section 3: The amount of the leasehold improvements to the office space will be paid for through cost savings in the 2015 Community Development Services Department budget.

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 Community Development Services

Memorandum

September 17, 2015

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Bid Award for Snow Removal Equipment

Snow removal equipment was bid out as four different line items which included the following categories:

1. (1) one Salt/Sand Spreader (item A): This is for the refurbished dump truck
2. (1) one Snow Plow (item B): This is for the refurbished dump truck
3. (2) two Salt/Sand Spreaders (item C): This is for two refurbished ¾ ton pickups
4. (2) two Snow Plows (item D): This is for two refurbished ¾ ton pickups

Vendors could bid on all or any portion thereof of said equipment and all specifications were met by these vendors with the exception of the line item two where only one vendor satisfied that particular specification.

I recommend the following bid awards as follows:

Line item 1. Award bid to Scott Equipment In the amount of \$11,286.43

Line item 2. Award bid to Bus Andrews Equipment in the amount of \$10,350.00

Line item 3. Award bid to Hilbilt Sales in the amount of \$9,517.62

Line item 4. Award bid to Johnson Truck and Trailer in the amount of \$8,069.63

Total of all snow removal equipment combined equals \$39,223.68, the approved budget for said equipment equaled \$40,000.00

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

SNOW REMOVAL EQUIPMENT BID TABULATION SHEET 9/16/15

	Bus Andrews Equipment, Inc.		Hilbilt Sales		Johnson Truck & Trailer of Lowell		Johnson Truck & Trailer of Lowell		Scott Equipment	
	per/unit		per/unit		per/unit		per/unit		per/unit	
1. One Salt/Sand spreader for dump truck (item A)		\$ 13,095.00		\$ 12,054.35		\$ 14,732.55		\$ 11,977.21		\$ 11,286.43
2. One Snow Plow for dump truck (item B)		\$ 10,350.00		\$ 8,285.06						\$ 7,899.10
3. Two Salt/Sand Spreaders for 3/4 ton (item C)		\$ 11,680.00	\$ 4,758.81	\$ 9,517.62		\$ 9,562.57				\$ 22,572.86
4. Two Snow Plows for 3/4 ton (item D)		\$ 10,540.00	\$ 4,874.34	\$ 9,748.68		\$ 8,069.51				\$ 15,798.20
Totals \$	\$ -	\$ 45,665.00	\$ 9,633.15	\$ 39,605.71	\$ -	\$ 32,364.63	\$ -	\$ 11,977.21	\$ -	\$ 57,556.59

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTS WITH SCOTT EQUIPMENT, BUS ANDREWS EQUIPMENT, INC., HILBILT SALES, AND JOHNSON TRUCK & TRAILER OF LOWELL FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT IN A TOTAL AMOUNT OF \$39,223.68 FOR USE BY THE STREET DEPARTMENT

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Scott Equipment for the purchase of one (1) salt/sand spreader for a dump truck in the amount of \$11,286.43 for usage as snow removal equipment by the Street Department.

SECTION 2: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Bus Andrews Equipment, Inc. for the purchase of one (1) snow plow for a dump truck in the amount of \$10,350.00 for usage as snow removal equipment by the Street Department.

SECTION 3: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Hilbilt Sales for the purchase of two (2) salt/sand spreaders for $\frac{3}{4}$ ton trucks in the amount of \$9,517.62 for usage as snow removal equipment by the Street Department.

SECTION 4: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Johnson Truck & Trailer of Lowell for the purchase of two (2) snow plows for $\frac{3}{4}$ ton trucks in the amount of \$8,069.63 for usage as snow removal equipment by the Street Department.

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

Memorandum

To: Mayor Peter Christie and Bella Vista City Council Members

RE: Additional Street Department Expense Projections

Dear All,

There were certain items that were not included in the overall bidding for the new Street Department Facility for the purpose of generating savings by not having to pay the percentage added by the Architect and Construction Manager. These can all be purchased by us the owner and installed by the perspective vendors. Some items such as Phone/Data System, Furnishings, Air Compressor, Vehicle Lift and Shelving Systems are a must and I recommend that we install a Security Fence as well. Other items on the spread sheet that I have provided were items that were originally planned to come in phases and due to upcoming mandates Salt Storage in particular will be regulated to be properly stored in a covered facility and Road Materials need to be properly stored as well. A Fuel Depot has also been on the Cities radar for the past several years and will ultimately be an asset that will long term save dollars on our fuel consumption.

For the purpose of information, explanation and justification for all these additional items to the new Street Department Facility, I will be at the City Council Work Session to give you details on each addition and ask that we ponder the idea of possibly funding some or all of these items sooner as opposed to later.

Respectfully Submitted,

Mike Button, City of Bella Vista Street Superintendent

Proposed Additional Street Department Expense Projections

Expense Accounts	16-Apr	16-Jun	16-Jul	16-Sep	16-Nov	16-Dec	17-May	Rank
57650: Phone/Data System	\$ 12,000.00							1
57650: Furnishings	\$ 35,000.00							2
57650: Salt/Sand Storage			\$246,000.00					3
57650: Security Fenceing	\$ 42,000.00							4
57650: Generator					\$53,000.00			5
57650: Air Compressor	\$ 4,200.00							6
57650: Road Materials Bunker				\$67,000.00				7
57650: Vehicle Lift for Mechanics Ba	\$ 20,000.00							8
57650: Crain Lift for Mechanics Bay		\$27,000.00						9
57650: Tire Mounting/Balancing Eqp.		\$26,000.00						10
57650: Shelving System	\$ 8,000.00							11
57650: Bulk Motor Oil System		\$4,000.00						12
57650: Heavy Equipment Storage				\$136,500.00				13
57650: Fuel Depot						\$221,000.00		14
57650: Asphalt Paving around Facility							\$125,000.00	15
								Grand Total
Total Expenses	\$ 121,200.00	\$57,000.00	\$246,000.00	\$203,500.00	\$53,000.00	\$221,000.00	\$125,000.00	\$ 1,026,700.00

Mayor:

September 16, 2015

Others:

Rogers \$128K

Bentonville \$127K

Fayetteville \$116K

Springdale \$113K

Cities smaller than Bella Vista:

Paragould \$97K

Maumelle \$88k

Cabot \$87K

Bella Vista now: \$73.6K

Proposed as of Jan. 1 of each year:

2016 \$83K

2017 \$92.4K

2018 \$101.8K

Note: Increased \$9,400 each year

September 16, 2015

Alderman:

Others:

Rogers \$9,097

Bentonville \$8,862

Fayetteville \$13,546

Springdale \$10,200

Others around state smaller than Bella Vista:

West Memphis \$9,600

Cabot \$7,968

Bryant \$6,880

Bella Vista now: \$5,640

Proposed as of Jan. 1 of each year

2016 \$5,922

2017 \$6,218

2018 \$6,500

Note: 5% first two years, and 4.5% the 3rd year