

**CITY OF BELLA VISTA**

**MEETING: REGULAR CITY COUNCIL MEETING**  
**DATE AND TIME: Monday, September 28, 2015 – 6:30 P.M.**  
Bella Vista American Legion Post 341  
1889 Bella Vista Way (Hwy 71 & Kingsland Rd)  
Bella Vista, Arkansas

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with the Section 25-19-106 of the Freedom of Information Act, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **INVOCATION** – Reverend Dale Schatz, Heritage Baptist Church.  
\*\*\* (See disclaimer below)
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **ROLL CALL:** Mayor Peter Christie, Aldermen Frank Anderson, John Flynn, Allen King, Becky Morgan.  
James Wozniak (Vacation) and Larry Wilson (Absent due to illness).
- 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:** August 24, 2015 and September 14, 2015
- VII. **REPORTS:**
  - A. Mayor's Report –
  - B. Monthly Financial Report – August, 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 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. OPEN PUBLIC HEARING
- CLOSE PUBLIC HEARING
- 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 –**

### **MEETINGS AND ANNOUNCEMENTS:**

- **The next City Council Work Session will be Monday Oct. 19, 2015 @ 5:30PM in the City Hall Conference Room.**
- **The next Regular meeting of the City Council, Monday Oct. 26, 2015 at 6:30 PM at the Bella Vista American Legion Hall.**
- **Planning Commission Work Session will be Wednesday Sept. 30, 2015 at 4:00PM in the City Hall conference room.**
- **Planning Commission Regular Meeting will be Oct. 12, 2015 at 6:30PM in the City Hall Conference room.**
- **Public Safety Committee Meeting will be October 14, 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 – August 24, 2015 – 6:30PM**

Meeting Called to order by Mayor Peter Christie at 6:30PM

Invocation given by Chaplain Bob Box, Bella Vista Police Department

Pledge of Allegiance was recited by all.

City Clerk Jertson called the Roll of Council: Alderman Morgan, Flynn, Wozniak, Anderson, King present. Alderman Wilson was absent due to illness.

Citizen Input was next. The following individuals spoke on the indicated issues.

Doug Swanson, 19 Holcombe Ln spoke in support of the Wonderland Cave Project.

Dawn Harpell, 17 Miller Dr spoke about concerns about the conditions on Sunset Dr, Alice & Porch Circle, she has safety concerns about the growth along the road and the need for it to be addressed.

Tony Licausi, 53 Sunderland Dr spoke in support of the Resolution to purchase Daffodil bulbs to be planted around city property. He talked about the “Bella Vista Daffodil” and as the president of the Bella Vista Garden Club pledged the support of the club in the planting of these bulbs.

A.J. Morris, 31 Basore Dr, Jill Werner, 24 Hallock Dr, James Linden, 18 Holcomb Ln, Ashley Linden, 18 Holcomb Lane, Sherry Rudasil, 35 Westbury Dr, Wally Sheldon, 1 Bladow Ln, & Mary Miller, 12 Holcombe all spoke in favor of the Wonderland Cave project and the positive impact it will bring to the community. Mary Miller as one of the owners of the cave spoke about what the project will contain and the vision that they have for the project.

Wendi Scoggins, 2 Hampton Ln spoke in support of the Hole in the Wall annexation. They are owners of the property. In addition she spoke in favor of the Wonderland Cave project as well.

Next item of business was the approval of the minutes from the July 27, 2015 Council meeting. Motion was made by Alderman Anderson, seconded by Alderman Morgan to approve as presented. Vote by show of hands resulted in passage 5 ayes, 0 nays.

Mayor Christie then went over the July financials for the city which follow.

**Revenue**

*General Operating \$21K F*

- State Turnback \$46K F; Sales tax \$46K F; Ambulance Revenue \$43K F; Hazmat – Annual County Contract \$6K F for total of \$141K F offset against \$112K U Property Tax.
- YTD Revenue variance is \$1.143M F

*Street Fund \$3K U*

- State Turnback \$18K F; County Turnback \$21K U.

**Expenses**

*General Operating \$260K F*

- Fire Dept. \$128K F; Police Department \$103K F (NOTE: Three new Tahoes are on backorder); Planning Dept. \$23K F; Library \$7K F for a total of \$261K

- YTD Expense variance is \$742K F

*Street Fund \$750K F*

- Contract \$1,001 F (Street Resurfacing is in one month behind due to weather. We will realize this expense in August); Equipment & Capital expense >\$1,000 was \$201K U (Was budgeted in June).

**Reserves**      \$8.5M

A motion was made by Alderman Flynn, seconded by Alderman Wozniak to Suspend the Rules and read all Ordinances and Resolutions by Title only. Roll Call Vote resulted in 5:ayes, 0: nays.

The first Ordinance was read in title by the Mayor;

**ORDINANCE NO 2015-17-** 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.*

Motion to adopt by Alderman Anderson, second by Alderman Wozniak. Vote was Ayes: 5, Nays: 0 Ordinance adopted.

**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.*

There were no comments on this so it will move to 3<sup>rd</sup> reading.

**ORDINANCE NO 2015-18-** 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.

A motion to suspend the rules and move to 3<sup>rd</sup> and final reading was made by Alderman King, second by Alderman Flynn. Roll call vote, Ayes: 5, Nays: 0. The Mayor then read the title for the final time. At that point a Motion was made by Alderman Flynn, second by Alderman King to adopt. Roll call vote was, Ayes: 5, Nays: 0 Ordinance Adopted.

**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.

Attorney Kelley spoke to the reasons for this Ordinance to match with a ruling in the 8<sup>th</sup> Circuit Court of Appeals. It addresses the time allowed for Door to Door sales within the city. Door to door must be allowed until 9:00PM. Alderman Morgan expressed dislike for this change. There being no further comment this will move to second reading at the Sept. meeting.

**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.

Again Attorney Kelley explained the need to enact this change in order to put us in compliance with state law. This will move to second reading at the next meeting.

**ORDINANCE NO. 2015-19-** ANNEXING LANDS COMPLETELY SURROUNDED BY THE MUNICIPAL LIMITS OF BELLA VISTA AND THE CITY OF GRAVETTE, AND FOR OTHER PURPOSES.

This is the Hole in the Wall property. Motion was made to move to third and final reading for this Ordinance. Motion by Alderman Wozniak, second by Alderman Morgan, roll call vote Ayes: 5, Nays: 0 Motion carried. The Mayor then read for the final time and a motion was made to adopt by Alderman Wozniak, second by Alderman King. Roll call vote was taken. Ayes: 5, Nays: 0, Ordinance adopted.

**ORDINANCE NO. 2015-20-** 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.

This is the Wonderland Cave area. A motion was made by Alderman Morgan, second by Alderman Wozniak to move to third and final reading. Roll call vote, Ayes: 5, Nays: 0 Carried. The Mayor then read the Ordinance for the 3<sup>rd</sup> and final time. A motion was made by Alderman Wozniak, second by Alderman Morgan to adopt the Ordinance. Roll call vote. Ayes: 5, Nays: 0 Ordinance adopted.

**ORDINANCE NO. 2015-21-** ACCEPTING AND CONFIRMING EASMENTS DEDICATED TO THE PUBLIC AND FOR OTHER PURPOSES.

This is for a lot split. Motion to move to third and final reading by Alderman Flynn, second by Alderman Anderson. Roll call vote resulted in Ayes: 5, Nays: 0. The Ordinance was read for the third and final reading. A motion was made by Alderman Wozniak, second by Alderman Flynn. Vote was Ayes: 5, Nays: 0

**Resolution R2015-50-** 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.

This motion was moved by Alderman Wozniak, second by Alderman Flynn. Vote was Ayes: 5, Nays: 0 Resolution adopted.

**Resolution R2015-51-** 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.

The Mayor explained the reason for this Resolution and what it will accomplish. A motion was made by Alderman Anderson, second by Alderman Wozniak. Ayes: 5, Nays: 0 Adopted.

**Resolution R2015-52-** 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.

This Resolution was explained and the Mayor spoke about where this money is coming from. There were no questions. A motion was made Alderman Wozniak, second by Alderman Morgan, Ayes: 5, Nays: 0

**Resolution R2015-53-** 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.

The discussion of where this money is coming from was held and a questions about the on-going issue of maintenance of these daffodils by Alderman Wozniak and Alderman Morgan was asked and Bella Vista Garden Club President Tony Licausi responded. Alderman Flynn commented that when he arrived at the meeting and saw all the cars, he wondered what people might be upset about and was pleased that they were all here to support the issues at hand. He also commented that the addition of the daffodil beds will be a positive thing for the community and was grateful to the Garden Club for stepping up to assist this project. A motion was made by Alderman Flynn, second by Alderman King to approve. Ayes: 5, Nays: 0

**Resolution R2015-54-** 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.

The Mayor explained to the public that this is a by-product of the law commonly referred to as "Obamacare". There was a motion by Alderman Anderson, second by Alderman Wozniak. Ayes: 5 Nays:0 Resolution adopted.

**Resolution R2015-55-** 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.

Mayor Christie explained this purchase and talked about an improvement that was made at Fire Station 2 that will lower the need for Propane for the coming year. A motion was made by Alderman Wozniak, second by Alderman King to approve. Ayes: 5, Nays: 0 Adopted.

**Resolution R2015-56-** ESTABLISHING A POLICY CONCERNING MAYOR'S EXPENSES RELATED TO LOCAL MEETINGS OR GATHERINGS ATTENDED FOR A PUBLIC PURPOSE.

The Mayor talked about the need for this policy to accurately track any expenses that the Mayor may have regarding attendance at local area meetings. This was a suggestion of the Auditors that visited the city recently. A motion was made by Alderman Flynn, second by Alderman Morgan. Ayes: 5, Nays: 0

**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.

The Mayor opened a Public Hearing on this issue. Planner Chris Suneson spoke about the reason they put this request in place before the Council. He talked about the history of the issues with this property. He stressed the safety problems that the property condition represents. The property owner Robert Lee Jackson was in attendance and asked to be allowed to speak on his behalf as to his plans and why he would like this Resolution to be postponed. Much discussion took place. Many questions were asked by the Council and responded to by Mr. Jackson. Planner Suneson responded to many of the comments made by Mr. Jackson. Public Hearing was closed.

Alderman King made a motion to table this issue until the next regular City Council meeting. This was seconded by Alderman Morgan. Alderman Anderson told Mr. Jackson that this very likely would be the last extension he would be given. He hoped that Mr. Jackson understood this. A vote was taken. Roll Call Vote: Alderman Wozniak –No, Alderman Anderson- Yes, Alderman King- Yes, Alderman Morgan- Yes, Alderman Flynn- No. The vote was 3 in favor, 2 opposed. The Mayor choose not to vote so that the motion failed.

At this point the Mayor again read the Resolution and asked for a motion. Motion was made by Alderman Flynn to adopt. Second by Alderman Wozniak. Vote was taken, Alderman Morgan, No, Alderman Flynn- Yes, Alderman Wozniak- Yes, Alderman Anderson- No, Alderman King- No. The motion failed by a vote of 3 nays and 2 ayes. Resolution defeated.

**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-** Meeting adjourned at 8:08

City Clerk Wayne Jertson

Mayor Peter Christie

## **BELLA VISTA CITY COUNCIL SPECIAL MEETING – SEPTEMBER 14, 2015**

### **MINUTES**

Mayor Christie called the meeting to order at 5:00PM

Roll Call: Alderman Morgan, Alderman Flynn, Alderman Wozniak, Alderman Anderson, Alderman King present. Alderman Wilson absent due to illness.

Mayor Christie read the following Resolution;

**RESOLUTION R2015-57- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GUARANTEED MAXIMUM PRICE AMENDMENT TO THE CONSTRUCTION MANAGEMENT CONTRACT WITH CLINARD CONSTRUCTION MANAGEMENT, INC. IN THE AMOUNT OF \$2,250,000.00 FOR THE CONSTRUCTION OF FIRE STATION NO. 4**

Discussion was held on the issue. Chief Sims went through the process that was used to get to this point on the building of this Fire Station. Mr. Clinard also commented on the bids that comprise this “maximum price agreement.”

Alderman Anderson asked a couple of questions about the management costs. Alderman King asked about cultured marble. The reasons were explained as to the use of materials.

Chief Sims said it is built for 6 people and a life of 30 years plus. There is provision for future expansion if needed.

Alderman Flynn moved approval of the motion, It was seconded by Alderman King. Roll call vote resulted in passage by a vote of 5 Ayes, 0 Nays.

Alderman Wozniak commented on the upcoming request from the Museum. Wayne Calhoun will be at the Work Session on the 21<sup>st</sup>, to discuss their request for the City’s assistance.

Meeting was adjourned at 5:09PM.

Wayne Jertson, City Clerk

Peter Christie, Mayor

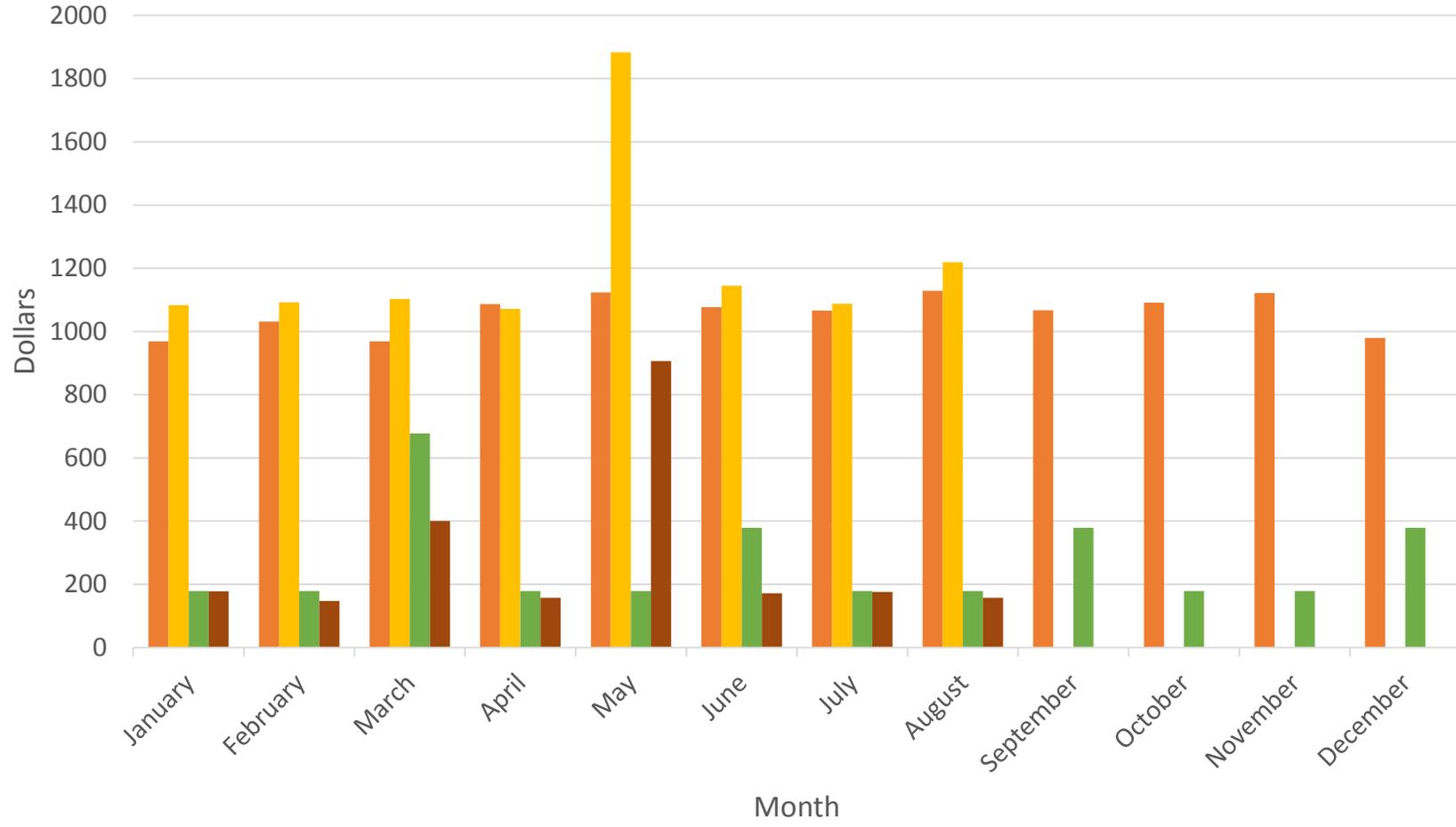


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**BELLA VISTA**  
*A place to call home*

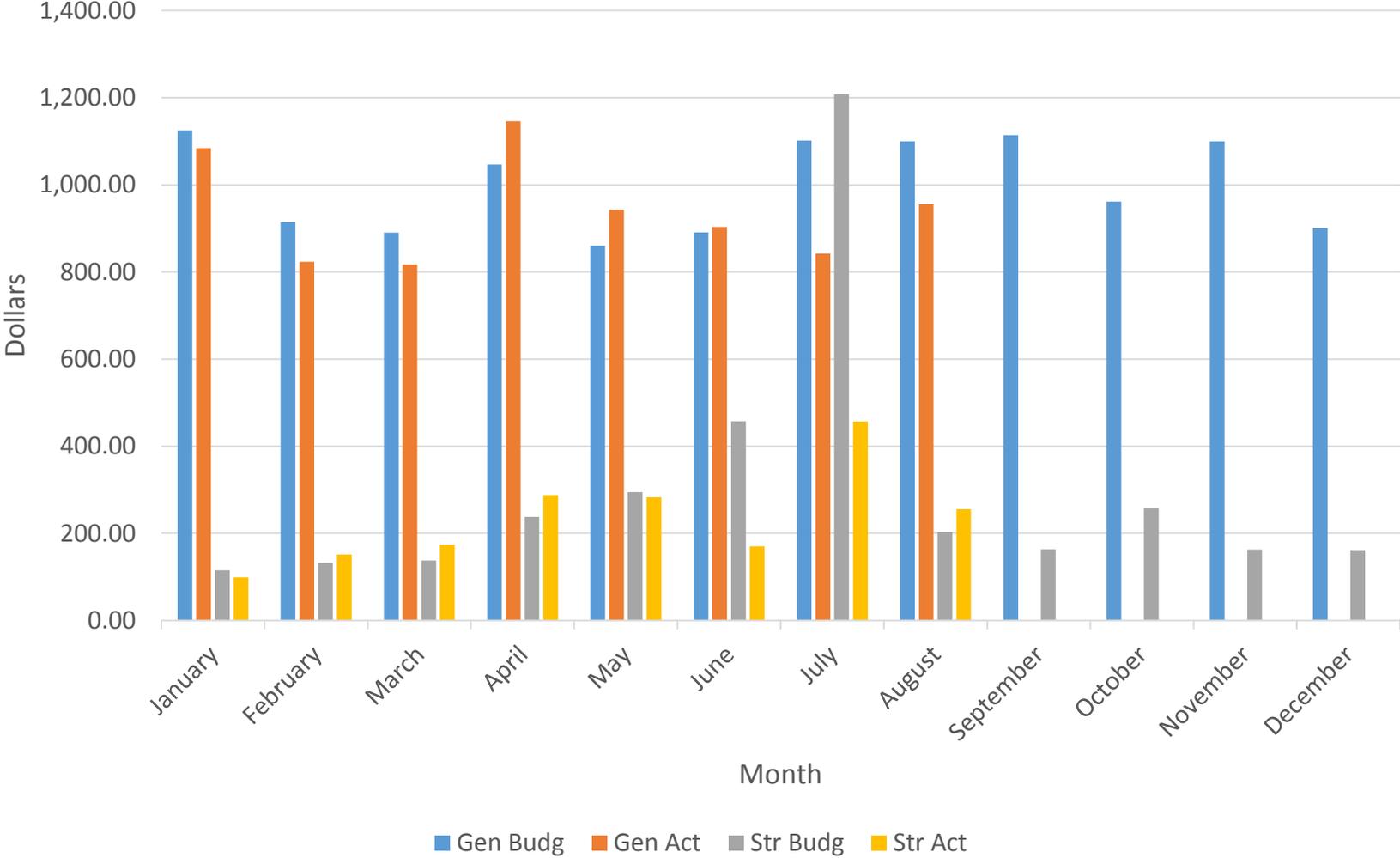
Financials for month ending August 2015

# Revenue



Gen Budg. Gen Act Srt. Budg. Str Act

# Expenses



**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:

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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:

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WAYNE JERTSON  
CITY CLERK

APPROVED AS TO FORM:

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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:

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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. "Eligible investment securities" means a direct or guaranteed obligation of the United States that is backed by the full faith and credit of the United States Government; a direct obligation of an agency, instrumentality, or government-sponsored enterprise created by act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for payment by the United States Government; and a bond or other debt of the State of Arkansas, a school district, a county government, a municipal government, or an authority of a governmental entity that is issued for an essential governmental purpose or is guaranteed by a state agency and has a debt rating from a nationally recognized credit rating agency of "A" or better at the time of purchase.
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 probably 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](mailto: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](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
<b>LIFEPAK® 15</b>				
<b>Common Pre-Hospital Configurations</b>				
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
<b>Common Hospital Configurations</b>				
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
<b>Common Transport Configurations</b>				
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
<b>Nellcor Configurations</b>				
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
<b>Temperature Configurations</b>				
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
<b>Government Configurations (Bluetooth Not Included)</b>				

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

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- 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.

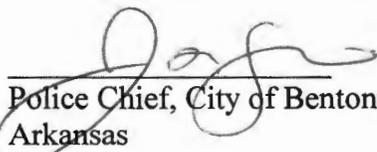
Witness our hands:

  
\_\_\_\_\_  
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.

On Monday, September 21, 2015, Mr. Jackson called and indicated that he had worked at the property over the weekend. He related that an incident occurred that made him realize that the Department may have a point regarding the property and offered his apologies. Mr. Jackson inquired on the approach to obtaining a permit, and it was related that an engineering report describing the means and methods for demolition or reconstruction would need to be filed. After reviewing that document, the permit would be issued to him. Mr. Jackson was informed that if such a permit was obtained prior to the end of the week ending September 25, 2015, the Department would ask for the condemnation resolution to be removed from the agenda.

On September 23, 2013, Mr. Jackson applied for a demolition permit without benefit of an engineering report due to the fact that he expressed his desire to retain some of the structure through such a process.

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.

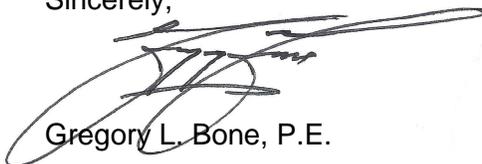
It is my opinion that little of the existing structure can be restored to a safe and habitable condition. The cabin roof, walls and floor have been open to the elements for some time and the materials are severely deteriorated. The structure has been exposed to fire, is water damaged and the wood materials 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.

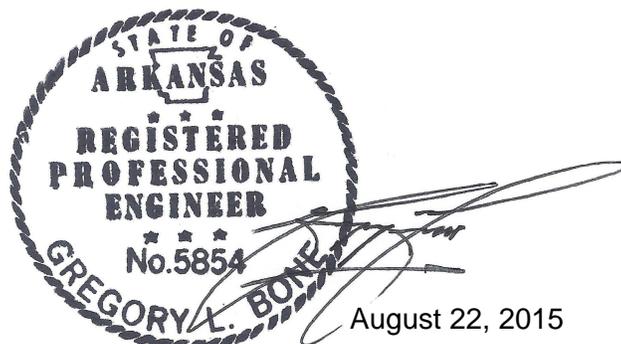
Please feel free to contact me with any questions or concerns that you may have.

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 1<sup>st</sup>. 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"> <li>Reviews and approves development proposals for compliance with City Codes;</li> <li>Makes recommendations to the City Council for rezoning applications;</li> <li>Makes recommendations to the City Council on long range, City-wide plans;</li> <li>Members must be City residents and serve for a four (4) year appointment; and</li> <li>Members attend two (2) regularly scheduled meetings per month (1<sup>st</sup> Wednesday and 2<sup>nd</sup> Monday).</li> </ul>
<input checked="" type="checkbox"/> Board of Zoning Adjustment	<ul style="list-style-type: none"> <li>Reviews and decides appeals of staff interpretations of the Zoning Code;</li> <li>Hears and decides petitions for variances from the Zoning Code;</li> <li>Determines zoning district boundaries where discrepancies exist;</li> <li>Members must be City residents and serve for a three (3) year appointment; and</li> <li>Members attend one (1) regularly scheduled meeting per month if there is business to conduct (3<sup>rd</sup> Wednesday).</li> </ul>
<input type="checkbox"/> Board of Construction Appeals	<ul style="list-style-type: none"> <li>Reviews and decides appeals of staff interpretations of the technical codes related to building construction;</li> <li>Hears and decides petitions for variances from technical codes;</li> <li>Members must be City residents and serve for a three (3) year appointment; and</li> <li>Members attend one (1) scheduled meeting per month if there is business to conduct.</li> </ul>
<input type="checkbox"/> Public Safety Committee	<ul style="list-style-type: none"> <li>Provides guidance, education and training to the public and City regarding emergency management &amp; wildland fires issues;</li> <li>Develops community wildfire prevention plan;</li> <li>Plans for Public Safety Day &amp; FireWise Day</li> <li>Meetings held on the first Wednesday of each month</li> </ul>
<input type="checkbox"/> Library Advisory Board	<ul style="list-style-type: none"> <li>Oversees the operations of the Library and Appoints the Library Director;</li> <li>Members must be City residents and serve for a five (5) year term after initial appointment; and</li> <li>Meetings held at least once per calendar quarter, or more often as necessary.</li> </ul>

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

## LEASE AGREEMENT

This lease dated the 15<sup>th</sup> day of September, 2015 by and between Vancon Properties, L.L.C., 632 W. Lancashire Blvd., Bella Vista, AR 72715, hereinafter called "Lessor" and The City of Bella Vista, hereinafter called "Lessee".

WITNESSETH:

### 1. CONSIDERATION

Each of the parties hereby acknowledges the receipt of valuable consideration from the other and that they and each of them act in further consideration of engagements of the other as herein stated.

### 2. CONSTRUCTION

The covenants of Lessee herein, whether expressed in singular or plural, masculine, feminine or neuter pronouns, shall be the joint and several obligations of each such party and, if the Lessee is a partnership, the covenants of the Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm.

### 3. PREMISES

Lessor does hereby grant, demise and lease unto Lessee the following described premises to-wit:

That certain space, as hereinafter described, being located and situated in the Shopping Center known as Village Center, which Shopping Center is hereinafter sometimes referred to as "Center" or "Shopping Center", and which is located on a certain tract of land owned by Lessor herein, located in Bella Vista, Benton County, Arkansas.

That space, which is leased hereunder to Lessee, is described as follows: That certain space known as **614-616 W. Lancashire Blvd.** located within the center and containing **2,256 square feet** (computed from measurements to the exterior of outside walls and to the center of interior walls). The leased premises is hereby stipulated for purposes of computing rent and other charges due under this lease by Lessor and Lessee. Attached "**Exhibits A, B, C and D**" describe variations for actual construction changes and completion of the leased premises for occupancy and terms for cost of said construction changes to aforementioned lease space.

### 4. TERM

To have and to hold the above described premises unto Lessee for a period of **One (1) year**, commencing on (1) the first day the premises are opened for business, or (2) **December 1, 2015** whichever is earlier.

Lessee agrees that Lessor shall have the right to show the premises to prospective lessees at any time within 120 days immediately prior to the expiration of this lease, which date of expiration shall be fixed by the terms of this lease.

The failure of Lessee to surrender the demised premises on the date provided for termination of the lease term, and the subsequent holding over by Lessee, with or without the consent of Lessor, shall result in the creation of a tenancy from month to month at the then current monthly rent pursuant to Section 5 of this agreement, payable on the first day of each month during the month to month tenancy. This holding over shall not result in a renewal or an extension of this lease, and the month to month tenancy may be terminated at any time by either party by that party's giving (30) days written notice of the intention to terminate the tenancy to the other party. All other terms and conditions of this Lease Agreement shall remain in full force during any

month-to-month tenancy under this provision.

## 5. OPTION TO RENEW

OPTION TO RENEW: Lessee shall have option to renew this lease for a renewal term of **Five (5)** years. Upon valid exercise of any renewal Terms shall commence at the expiration of the primary term. Any option shall be exercised only by Lessee notifying Lessor in writing at least ninety (90) days before the end of the Primary Term that Lessee is exercising such option. Lessee's exercising of any option shall be valid and enforceable only if: (1) Lessor has been given notice said exercise in writing in accordance with Paragraph 29 at least (90) days before the end of the Primary term; (2) this lease is in full force and effect at the time of Lessee's exercise of such option and at the time of notice to Lessor thereof; and (3) the base annual rental under section 6 for any Renewal Term shall be at a base annual rental payable to Lessor by Lessee of the then current market rate.

## 6. RENTAL

Lessee covenants and agrees to pay Lessor as rent for the premises the following:

### A. Rental Amounts and Fees

**MINIMUM RENTAL** - A net minimum annual rental of **\*\*Twenty Five Thousand Eight Hundred and 00/100 \*\* (\$25,800.00) \*\*** (hereinafter called "minimum rental"), which rental shall be adjusted as herein provided, to be paid in monthly installments of **\*\*Two Thousand One Hundred Fifty and 00/100 (\$2,150.00) \*\*** for a period of **One (1) year**. All payments are to be made in advance of the first day of each month of the term thereof. If the date of commencement is other than the first day of the month, then such first installment shall be prorated.

If a payment is not received by the 5th day of the month, there will be a penalty charge of **\*\*One Hundred Seven Dollars and 50/100\*\* (\$107.50) \*\***. The penalty charge will be assessed and added to the monthly amount due and payable. In the event that the rental payment plus the penalty charge is still not received by the 20th day of the month, then the Lessee shall be declared in default and subject to the provisions outlined in the section titled "Default of Rent, Etc."

## 7. SECURITY DEPOSIT

Lessee shall deposit with Lessor a sum equal to **\*\*Two Thousand One Hundred Fifty Dollars and 00/100\*\* (\$2,150.00) \*\***. All deposits are to be held as collateral security for the performances by Lessee of all the conditions required to be performed by Lessee under this lease.

In the event of default by Lessee in respect to any of the conditions of this lease, including but not limited to payment of rent, Lessor may, but shall not be obligated, to use, apply or retain all of any part of such security deposit for the payment of any unpaid rent or for any other amount which Lessor may be required to spend by reason of the default of Lessee, including any damages or deficiency in the reletting of the premises, regardless of whether the accrual of such damages or deficiency occurs before or after an eviction or a summary proceedings or other re-entry by Lessor.

The provisions of this section shall not be constructed as liquidated damages, but shall operate to reduce or release the obligations of Lessee hereunder insofar as the application of the money may reduce or satisfy any obligation to make payment of money. If this lease is renewed or extended, such deposit shall be retained by Lessor under the same conditions for the period of such renewal or extension.

In the event Lessee shall fully and faithfully comply with all of the terms, provisions, covenants

and conditions of this lease, the said deposit shall be returned to Lessee after termination of this lease. Prior to that time Lessee shall be entitled to intermingle such deposit with its own funds and to use such deposit for such purposes as Lessor shall determine. Lessee shall not be entitled to any interest on the security deposit.

#### **8. USE OF PREMISES**

The premises shall be used as exclusively for City Administration and public applicants purposes and for no other purpose whatsoever. Lessee agrees to remain open for business on all days and for all hours during which businesses of the type permitted to be conducted hereunder are ordinarily open for business.

Lessee shall not use in any way, or permit or suffer the use of the leased premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined herein.

"Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea, formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required or the manufacture, preparations, production, generate, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county or municipal statutes or laws now or at Environmental Response, Compensation, and Liability Act (42 U.S.C. ss 9601 et seq.) the Hazardous Materials Transportation Act (49 U.S.C. ss 180 I et seq.), the Resource Conservation and Recovery Act (42 U.S.C. ss 690 I et seq.) the Federal Water Pollution Control Act. (33 U.S.C. ss 1251 et seq.), the Clean Air Act (42 U.S.C. ss 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. ss 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. ss 651 et seq.), as these laws have been amended or supplemented.

In the event of a failure of Lessee to comply with this section, same shall be considered as default and Lessor shall have such rights and remedies as are herein provided therefore in the section entitled "Default of Rent, Etc."

Lessee agrees to defend, indemnify, protect and hold harmless Lessor from and against any and all losses and costs including reasonable attorney's fees arising out of or resulting from Lessee's failure to comply with this Section.

#### **9. GENERAL CARE OF PREMISES**

Lessee agrees to keep the premises in proper sanitary condition and that it will not commit waste or permit waste to be done to or upon the leased premises and that it will not create or allow any nuisance to exist on the leased premises and to abate promptly, free of expense to Lessor, any nuisance on the leased premises or that may arise.

#### **10. LAWFUL AND MORAL USES**

Lessee covenants that the premises shall, during the entire term of the Lease and any extension or renewal thereof, be used only and exclusively for lawful and moral purposes and no part of the premises shall be used in any manner whatsoever for any purpose in violation of any laws, orders and regulations of the federal, state, county and municipal authorities, now in force or which may hereafter be in force, or violation of the covenants, conditions, or restrictions applicable to Bella Vista Village, Arkansas. Lessee further covenants to save and hold Lessor harmless from any acts done by Lessee, Lessee's permittees or invitees, which constitute violations thereof.

Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereinafter be in force, which shall impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the premises.

## 11. INSURANCE

A. During the term of this lease, Lessor shall procure and maintain at Lessor's sole cost and expense and for the mutual benefit of Lessee and Lessor the following types of insurance in good and solvent insurance companies.

(1) Fire and extended coverage insurance covering the leased premises against loss or damage by fire and against loss and damage by other risks now or hereafter embraced by "extended coverage", so called, in amounts to be determined by Lessor.

(2) A policy of public liability and property damage insurance insuring against any liability arising on or about the parking and common tenant area sites within the Center. Lessor shall upon request furnish current certificates from said insurer to Lessee evidencing the existence of such insurance.

(3) Rent or rental value insurance against loss of the rent or rental value due to fire, including extended coverage endorsement, in an amount equal to six months' rent for the leased premises.

B. During the term of this lease, Lessee shall procure and maintain at Lessee's sole cost and expense the following types of insurance in good and solvent insurance companies:

(1) Comprehensive public liability insurance, including property damage (and product liability insurance, if applicable) insuring both Lessor and Lessee against liability for injury to persons or property occurring in or about the leased premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than \$300,000.00 bodily injury and not less than \$100,000.00 for the property damage per accident. Lessor shall be furnished with Certificates of Insurance on all policies issued to Lessee hereunder.

(2) Any desired insurance coverage on furniture and equipment owned by Lessee and on fixtures. In connection with such furniture, fixture and equipment, Lessee has policies issued to Lessee, Sublessee or its sublessees, if any.

C. All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to Lessor or Lessee, as their respective interests may appear and Lessor shall be furnished with Certificates of Insurance on all policies issued.

D. Lessee agrees not to suffer anything to be or remain upon or about the premises, which will invalidate any policy of insurance, which may now or hereafter be placed upon said building.

E. If during the term of this lease the fire insurance rate of the building of which the leased premises is a part should be increased due to the nature of Lessee's occupancy, Lessee shall pay any additional premiums resulting from such rate increase within (10) days after written demand from Lessor accompanied by the insurance premium notice or other satisfactory evidence of amount due.

## **12. TAXES**

Lessee agrees to pay all taxes upon all personal property, including equipment owned by it or furnished to or by it, which are located in and upon the leased premises, to the extent required by law.

## **13. BUILDING EQUIPMENT, FIXTURES AND UTILITIES**

It is specifically agreed and understood that Lessee accepts premises in their "as is" condition on the date of execution hereof and is fully responsible, at its sole cost and expense, to provide as required for all other desired furniture, fixtures and equipment and installation thereof. It is further understood and agreed that at all times during the term of this lease or any extensions thereof, Lessee shall pay at its sole costs and expense, all installation or service charges from telephone, electricity, trash or garbage collection and any other utility charge that may accrue by reason of occupancy of the premises by Lessee, and Lessee shall not at any time permit any lien or claim to be filed against the premises or any part thereof on account of any expenses or charges for same.

Upon expiration of this lease for whatever reason, all improvements, including fixtures permanently attached or made a part of the premises, made by Lessee shall, at Lessor's option, be abandoned by Lessee and become the sole property of Lessor without payment of any kind therefore. In the alternative, Lessor may require that Lessee restore the leased premises to their condition prior to the lease term except for normal wear and tear and damage by fire or other casualty.

## **14. MAINTENANCE OF PREMISES**

Lessor shall keep the exterior, foundations roof and other structural portions of the building in repair during the lease, provided the need of repair is not caused by the acts of Lessee or by the criminal act of a third party, but Lessor shall not be held or deemed liable for any damages to Lessee because of roof leaks. All other repairs are to be made by Lessee at Lessee's expense.

## **15. RIGHT OF ENTRY, ETC.**

Lessor reserves the right to enter said premises at reasonable hours for the purposes of inspecting the premises and to make such repairs as Lessor may deem necessary for the protection and preservation of said improvements and premises but Lessor is not bound to make any repairs whatever unless specifically stated in this agreement.

## **16. LIMITED LIABILITY**

Lessor is not to be held liable for any damage, including consequential damages and damages for loss of business as a result of leaks, including fire sprinkler leakage, or for stoppage of water, sewer, gas or drain pipes by reason of freezing or any other cause or obstructions, nor for any other defects about the building and premises, including interruption of utility services. Should such leaks, obstructions, freezing, stoppages, or other defects about the building and premises occur during the term of this lease, or while Lessee is occupying the premises, Lessee shall remedy the same promptly at Lessee's expense unless Lessor by written agreement undertakes to do the same.

## **17. PARKING, MAINTENANCE OF PARKING AREA AND COMMON TENANT AREAS, ETC.**

The parties agree that Lessor, in its sole discretion, shall designate all parking and common tenant areas within the commercial center or building of which the leased premises is a part and same shall be available for the non-exclusive use of Lessee's customers and employees, in common with other tenants, employees, business invitees and all others to whom Lessor may

designate the area to be used by employees for parking purposes and further provided that all provisions herein are subject to such reasonable rules and regulations as Lessor may from time to time impose.

Lessor agrees to maintain all common parking and common tenant areas now or hereafter so designed within the commercial center or building of which the leased premises is a part, including the working and watering of grass and shrubbery, and shall keep such parking areas, sidewalks and driveways clear of trash and rubbish .

#### **18. ALTERATIONS**

There shall be no structural changes, alterations or additions about the premises without the consent of the Lessor and in no event shall anything be done which would in any way weaken the building now erected on the premises. All alterations shall comply with all laws, ordinances, codes, regulations and other governmental requirements of the federal, state, county and municipal authorities, now in force or which may hereafter be in force.

Lessor's approval of the plans, specifications and working drawings for Lessee 's alteration shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies and authorities .

#### **19. SIGNS**

Lessee shall, at its expense, provide and erect an outside sign for Lessee's business, subject to written approval of Lessor prior to construction and erection. It is agreed and understood that no sign shall be erected or installed on the roof of the premises and further that no sign shall be painted on any exterior wall of the premises without consent of Lessor.

It is further agreed between the parties that there shall be no external TV, radio, communications or other antennae or aerials of any type erected or installed at any time on the premises or any part thereof.

#### **20. DESTRUCTION BY FIRE, ETC.**

Should the improvements maintained by Lessor pursuant to the provisions herein or any part of same, be destroyed or damaged by fire or other casualty, Lessor shall rebuild or repair such damage.

Whenever Lessor shall have the obligation hereunder to reconstruct all or any portion of the premises, the rentals payable by Lessee to Lessor shall abate from the date of the occurrence of such damage to the date of completion of such reconstruction in proportion to Lessee's deprivation of use of the premises for its purpose.

Whenever the premises are to be reconstructed hereunder by Lessor, Lessee agrees to endorse and to cause its sublessee to endorse, if necessary, all checks and drafts from the insurance company so that the same can be used to pay the costs of such reconstruction. Additionally, when the premises shall be reconstructed, Lessee shall have no further interest in the proceeds of such insurance company so evidencing and to endorse and to cause its' sublessees to endorse, if necessary, all checks and drafts from the insurance company.

#### **21. CONDEMNATION**

If title to all of the premises or so much thereof be taken by any public or quasi-public use under any statute or by right of eminent domain so that a reasonable amount of reconstruction of the premises will not result in the premises being a practical improvement and reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the premises are leased shall

terminate as of the date that possession of said premises, or part thereof, be taken.

## **22. DEFAULT OF RENT, ETC.**

All covenants and agreements herein made and obligations are to be constructed also as conditions and these presents are upon the express condition that if Lessee shall fail to pay when due any one of the aforesaid installments of rents, or should fail to perform or observe any of the covenants, agreements, obligations herein made or assumed by said Lessee and Lessee shall not remedy same within twenty (20) days after written notice, then and thenceforth, in any of said events this Lease may be terminated without further notice at the option of Lessor, and said Lessor may immediately or at any time after the breach of any of said covenants, re-enter said premises, or any part thereof in the name of the whole, and repossess and have the same as of Lessor's former estate and remove therefrom all goods and chattels not thereto properly belonging, and expel said Lessee and all other persons who may be in possession of said premises and that, too, without demand or notice.

## **23. LIEN ON LEASEHOLD, ETC.**

A lien is expressly reserved by Lessor and granted by Lessee upon the terms of this lease and upon all furniture, fixtures and equipment of Lessee for the payment of rent and also for the satisfaction of any cause of action, which may accrue, to Lessor by the provisions of this instrument and to the extent allowable by law.

## **24. INSOLVENCY OR BANKRUPTCY OF LESSEE**

Lessee agrees that in the event of the insolvency or bankruptcy of the Lessee, or the filing of any petition under the bankruptcy statute voluntarily or involuntarily and whether or not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter Lessor shall have the right to terminate this Lease upon giving written notice (30) days in advance of termination.

## **25. RIGHT TO MORTGAGE**

Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages presently upon or hereafter placed upon the Lessor's interest in the said Premises, and upon the land or any building hereafter placed upon the land of which the leased premises form a part. Lessee covenants and agrees to execute and deliver, upon the demand of Lessor, its successors and assigns, such further instrument subordinating this Lease to the lien of any such mortgage or mortgages, provided further, however, that such mortgage shall recognize the validity and continuance of this Lease in the event of foreclosure of Lessor's interest, or in the event of conveyance in lieu of foreclosure, as long as Lessee shall not be in default under the terms of this Lease.

## **26. RIGHT TO TERMINATE NOT EXCLUSIVE**

The right of Lessor to terminate this Lease as herein set forth is in addition to and not in exhaustion of such other rights that Lessor has or causes of action that may accrue to Lessor because of Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by Lessor of any of the rights or causes of action accruing hereunder shall not be exhaustion of such other rights or causes of action that Lessor might otherwise have.

## **27. SUBLEASING**

Lessee covenants that said Premises shall be used only for the purpose above mentioned and that Lessee will not assign this lease or sublet said premises or any part thereof, or permit any

other person to occupy same, without the prior written consent of Lessor, but such written consent will not be unreasonably withheld. If any person, firm or corporation other than Lessee is in possession of the demised Premises during the term hereof, without the written consent of Lessor, Lessor shall have the option of terminating this Lease, or of considering such person, firm or corporation in possession as the assignee of this Lease. In no event shall the subletting or assignments of this lease relieve Lessee of any of the covenants, agreements and obligations imposed upon Lessee in this Lease.

#### **28. QUIET POSSESSION**

Lessor hereby covenants that if Lessee shall keep and perform all of the covenants of this Lease on the part of Lessee to be performed, Lessor will guarantee Lessee the quiet, peaceful and uninterrupted possession of said Premises.

#### **29. DELIVERY AT THE END OF LEASE**

Upon expiration of this Lease, Lessee shall deliver unto Lessor the possession of the premises, cleared of all persons, goods, and things not properly belonging to the same. The premises shall be returned in as good order and condition as same were received; destruction or damage by fire, storm, or other casualty and ordinary wear and tear excepted. In the event property owned by Lessee or any other person has been installed in the Premises, other than fixtures permanently attached or made a part of the premises as otherwise set herein, Lessee shall have the right to remove same, provided that any damage to the Premises arising as the result of such removal shall be paid by Lessee.

#### **30. ATTORNEY FEES**

Lessee agrees to pay all collection, including reasonable attorney fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney. Lessee also agrees to pay all costs and reasonable attorney fees in the event it becomes necessary for Lessor to employ an attorney to force Lessee to comply with any covenants, obligations or conditions imposed by this Lease.

#### **31. NOTICES**

Any notice to be given in writing by any provision of this Lease will be considered as having been properly done if directed through the United States mail, either certified or registered, properly addressed to the party to whom it is directed at the address shown for such party in this Lease or at such address as shall hereafter be designated by said party in writing to the other party.

#### **32. WAIVER**

No waiver by either party of any breach by the other party of any obligations, agreement or covenant hereunder, shall be a waiver of any subsequent breach of the same or any obligation, agreement, or covenant; nor shall the other party, requiring the consent or approval of the first party, be deemed to waive or render unnecessary such consent or approval to any subsequent similar act by such other party; nor shall any forbearance by either party to seek a remedy for any breach by the other party be any waiver by such first party of its rights and remedies with respect to such or any subsequent breach.

#### **33. COVENANTS RUN TO HEIRS**

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this Lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if such were in every case named and expressed.

**34. CHOICE OF LAW**

The parties in this agreement expressly agree that this is an Arkansas contract and that the laws of the State of Arkansas shall govern the validity, construction, interpretation and effect of this Agreement.

**35. EXHIBITS, RIDERS AND ALTERATIONS**

It is set forth that all the promises, agreements, conditions and undertakings between Lessor and Lessee relative to the leased premises, and that there are no other promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced in writing and signed by them, and by direct reference therein made a part hereof.

**36. SEVERABILITY**

Should any clause or provision of this Lease be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in multiple counterparts, each of which shall be deemed an original as of the date herein above written.

Attest:

\_\_\_\_\_

Vancon Properties, LLC - Lessor

\_\_\_\_\_  
Larry Vandevor, Manager

City of Bella Vista - Lessee

\_\_\_\_\_  
Peter A. Christie, Mayor

Vancon Properties, L.L.C.  
632 W. Lancashire Blvd.  
Bella Vista, AR 72715  
(479) 273-2515 Office  
(479) 273-3044 Fax

**ACKNOWLEDGEMENT**

Date:

As a realtor, according to Arkansas real estate law, I must notify you I am holding all leased property security deposits in an operating account.

Please acknowledge receipt of this notification by signing below.

Thank you.

Larry Vandevour  
Manager

cc: file

---

Acknowledgment of Lessee

**"Exhibit A"**

**Vancon Properties, LLC  
632 W. Lancashire Blvd.  
Bella Vista, AR 72715  
(479) 273-2515**

**Lease Option**

<b>Site Description:</b>	614 & 616 W. Lancashire Blvd.
<b>Size:</b>	1,056 SF & 1,200 SF (2,256 SF Total)
<b>Rate and Term:</b>	.95¢ SF +/- / 1 year
<b>Monthly Lease:</b>	\$2,150.00
<b>Notes:</b>	\$26,934.00 (lessee's portion of remodel costs) is due at signing which includes wall demolition, new walls, ceiling grid removal and reinstallation, sheet rock, tape & texture, and other specifics as noted on remodel estimate attached. This does NOT include any needed/necessary changes to bathrooms for handicap accessibility or specialty security items. Landlord will provide office partitions for tenants use.

**"Exhibit B"**

**City of Bella Vista  
Remodel Description  
614 & 616 W. Lancashire  
Bella Vista, AR 72715**

**Overall Cost = \$26,934.00**

Two units – per plans – Wall demolition; install new walls; move/install ceiling grids; install insulation; install sheet rock, tape and texture.

Unit 614 – Misc. Electrical – add and/or move switches, add and/or move lights; install and trim out four (4) doors, paint 1,010 SF existing walls and new doors and trim; remove existing flooring and install 120 SY carpet and commercial vinyl tile.

Unit 616 – Misc. Electrical – remove track light and outlet – replace with fluorescent fixtures; install and trim out two (2) doors; Misc. Plumbing – remove pump and sink, remove shampoo stations; install kitchen sink, garbage disposal, ice maker line, install kitchen cabinets and approx. 12' kitchen and 9' lobby counter; paint 1,175 SF existing walls and new door and trim; install 250 lf of vinyl base; install 1,200 SF carpet and commercial vinyl tile.

Construction Clean-up labor; refuse removal; permits, etc.

**"Exhibit C"**

**Village Center  
Remodel Description  
614 & 616 W. Lancashire  
Bella Vista, AR 72715**

**1,056 SF & 1,200 SF = 2,256 Total Square Footage**

- 1) Wall demolition; framing of new walls; move/install ceiling grids; install insulation; install sheet rock, tape and texture .....\$8,784.00
- 2) Misc. Plumbing – plumb kitchenette and cap off of extra lines, kitchenette to include Sink, faucet, disposal and ice maker .....\$1,300.00
- 3) Misc. Electrical – add and/or move switches and receptacles, add and/or move lights as necessary.....\$2,500.00
- 4) Kitchen cabinets and lobby counter.....\$3,000.00
- 5) Interior Doors and trim out (6) .....\$850.00
- 6) Interior Paint.....\$4,500.00
- 7) Flooring, carpet .....\$4,200.00
- 8) Construction Clean-up labor; refuse removal; permit and misc .....\$1,800.00



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**

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**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.

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Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion Ayes: Nays:

APPROVED:

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Mayor Peter Christie

ATTEST:

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Wayne Jertson  
City Clerk

APPROVED AS TO FORM:

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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
<b>Totals \$</b>	<b>\$ -</b>	<b>\$ 45,665.00</b>	<b>\$ 9,633.15</b>	<b>\$ 39,605.71</b>	<b>\$ -</b>	<b>\$ 32,364.63</b>	<b>\$ -</b>	<b>\$ 11,977.21</b>	<b>\$ -</b>	<b>\$ 57,556.59</b>

**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:

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WAYNE JERTSON  
CITY CLERK

APPROVED AS TO FORM:

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JASON KELLEY  
STAFF ATTORNEY

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