

CITY OF BELLA VISTA

MEETING: REGULAR CITY COUNCIL MEETING
DATE AND TIME: Monday, October 26, 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 Bryan Fink, Highlands Methodist 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 and Larry Wilson
- V. **CITIZEN INPUT/PUBLIC APPEARANCES:** *Please be advised that it is the policy of the municipality that there will be a three minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, but no response or action will be made under public comment.*
- VI. **APPROVAL OF MINUTES:** September 28, 2015
- VII. **REPORTS:**
 - A. Mayor's Report –
 - B. Monthly Financial Report – September, 2015
- VIII. **MOTION TO SUSPEND RULES:** and read all proposed ordinances and resolutions on the agenda by title only.
- IX. **NEW BUSINESS:**
 - A. **ORDINANCE NO 2015-** AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO MODIFY THE HOURS OF PERMISSIBLE DOOR-TO-DOOR SOLICITATION TO BRING PROVISIONS WITHIN CONSTITUTIONAL LIMITS. Third Reading.

- B. 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. Third Reading.
- C. ORDINANCE NO 2015-** AUTHORIZING BORROWING OF AN AMOUNT NOT TO EXCEED \$2,400,000.00 PURSUANT TO ARKANSAS CONSTITUTIONAL AMENDMENT 78 FOR THE FINANCING OF THE NEW STREET DEPARTMENT FACILITY ALONG WITH VARIOUS CAPITAL ASSETS INCLUDED THEREIN BY ISSUANCE OF A PROMISSORY NOTE; PROVIDING FOR SECURITY FOR THE REPAYMENT OF THE PROMISSORY NOTE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.
- D. RESOLUTION R2015-** AUTHORIZING AND LEVYING THE MILLAGE RATE OF AD VALOREM REAL AND PERSONAL PROPERTY TAX FOR THE CITY OF BELLA VISTA, ARKANSAS FOR THE YEAR 2015 TO BE COLLECTED IN 2016.
- E. RESOLUTION R2015-** APPROVING A CONTRACT WITH CEI ENGINEERING FOR ENGINEERING SERVICES RELATED TO IMPROVING THE LOWER RIORDAN ROAD CORRIDOR, AND FOR OTHER PURPOSES.
- F. RESOLUTION R2015-** APPROVING A CONTRACT WITH PLYMOUTH ENGINEERING, PLLC, FOR ENGINEERING SERVICES RELATED TO THE RECONSTRUCTION OF LOWER SUITS US DRIVE, AND FOR OTHER PURPOSES.
- G. RESOLUTION R2015-** A RESOLUTION APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE BENTON COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTIES AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES BY THE CITY OF BELLA VISTA; AND FOR OTHER PURPOSES.
- H. RESOLUTION R2015-** ESTABLISHING FEES FOR CERTAIN PLANNING APPLICATIONS, AND FOR OTHER PURPOSES.
- I. RESOLUTION R2015-** AMENDING THE 2015 CITY BUDGET TO APPROPRIATE AN ADDITIONAL AMOUNT NOT TO EXCEED \$20,000.00 FROM GENERAL FUND RESERVES TO FUND THE PURCHASE OF A REPLACEMENT DUMP TRUCK FOR THE STREET DEPARTMENT.

J. RESOLUTION R2015- AMENDING THE MEETING SCHEDULE OF THE BELLA VISTA CITY COUNCIL WORK SESSION AND REGULAR SESSION FOR NOVEMBER 2015.

DISCUSSION –

MEETINGS AND ANNOUNCEMENTS:

- **The next City Council Work Session will be Thursday November 12, 2015 @ 5:30PM in the City Hall Conference Room.**
- **The next Regular meeting of the City Council, Monday Nov. 16, 2015 at 6:30 PM at the Bella Vista American Legion Hall.**
- **Planning Commission Work Session will be Wednesday Oct. 28, 2015 at 4:00PM in the City Hall conference room.**
- **Planning Commission Regular Meeting will be Nov. 9, 2015 at 6:30PM in the City Hall Conference room.**
- **Public Safety Committee Meeting will be Dec. 9, 2015 at 9:00AM in the City Hall Conference room.**

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 MINUTES SEPTEMBER 28, 2015- 6:30PM

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

Invocation was given by Pastor Dale Schatz

Pledge of Allegiance was recited by all.

City Clerk Jertson called the roll of Council: Alderman Morgan, Alderman Flynn, Alderman King and Alderman Anderson were present. Alderman Wilson & Wozniak were absent. Quorum was reached.

Citizen Input: Linda Lloyd of 102 Fairway, Bella Vista spoke about her concerns of moving the Community Development Services department from the Town Center area. Her feeling is that the Town Center location is the best location for the majority of residents.

Next Item of Business: Approval of the Minutes from the August 24th Council Meeting. There being no corrections or additions, Alderman Anderson moved their approval. Second was made by Alderman King. Vote was Ayes: 4, Nays: 0 Approved.

The Minutes from the September 14th Special Meeting were next. Alderman Anderson moved approval, seconded by Alderman King. Vote, Ayes: 4, Nays: 0 Approved.

Mayor Christie gave the financial report for August:

Revenue

1. General Operating Account \$90K F
 - a. Sales tax - 100K F; Franchise Fees - \$55K F; Ambulance - \$34K F; Fines - \$16K F offset by Property Tax \$113K U.
2. Street Department \$22k U
 - a. County Road Turnback \$22K U.

Expenses

1. General Operating Account \$145K F
 - a. Planning - \$28F; Police - \$27K F; Fire - \$95K F
1. Streets Department \$51K U
 - a. Fire Recovery - \$67K U offset by \$16K under run in Salaries & Benefits.

Reserve \$8.7M

Net Income YTD \$2.6M

Motion to Suspend the Rules and read all Ordinances and Resolutions by Title only was made by Alderman Morgan. Second by Alderman Flynn. Roll Call Vote was taken resulting in Ayes: 4, Nays: 0

Item A: The first Ordinance was read by Mayor Christie.

ORDINANCE NO. 2015-22 -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.

Motion to approve by Alderman Morgan, Second by Alderman King. Roll call vote 4 Ayes, 0 Nays. 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. Second Reading.

Alderman Anderson asked about the possibility of the city having a notice of No Solicitation to residents as a service to them. Alderman Morgan also commented on her concerns of this time change. This Ordinance will move to third and final reading at next month's 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. Second Reading.

Alderman Morgan commented on her dislike for this change in requirement of dates. Attorney Kelley also commented on the need to do this to comply with State Law. This Ordinance will move to third and final reading at next month's meeting.

ORDINANCE NO 2015-23- 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.

Motion made by Alderman Morgan, second by Alderman King to move to third and final reading for this Ordinance. Roll Call Vote to suspend the rules, Ayes: 4, Nays: 0 Passed. The Mayor then read the Ordinance for the final time. A motion to Adopt was made by Alderman Morgan, Second by Alderman Flynn. Roll call vote; Ayes: 4, Nays: 0 Ordinance Adopted. Alderman Anderson asked if this Ordinance goes into effect right away. Attorney Kelley explained the difference in Administrative Ordinances versus General Ordinances. Roll Call Vote: Ayes: 4, Nays: 0

R2015-58-RESOLUTION- ESTABLISHING AN INVESTMENT POLICY FOR THE CITY. A motion was made by Alderman Anderson to approve, second by Alderman Flynn. Roll call vote; Ayes: 4, Nays: 0 Adopted.

R2015-59-RESOLUTION-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. The Mayor explained that this is to replace an older unit in one of the Ambulances. Alderman Anderson moved approval, seconded by Alderman Morgan. Roll call vote; Ayes: 4, Nays: 0. Adopted

R2015-60-RESOLUTION- APPROVING A LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE CITY OF BELLA VISTA POLICE DEPARTMENT AND THE CITY OF BENTONVILLE POLICE DEPARTMENT. There was no questions. Alderman Anderson moved approval, second by Alderman Flynn. Roll call vote, Ayes 4, Nays: 0 Adopted.

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. Community Development Services Director Suneson commented on

the fact that Mr. Jackson pulled a demolition permit to remove the damaged portions of this cabin. He has an engineering report that spells out the portion that needs to be removed. Comments were made by Alderman Anderson and Alderman Morgan. Alderman Anderson then moved to table this indefinitely. Second by Alderman Morgan. Roll call vote was taken and passed 4 Ayes, 0 Nays.

R2015-61-RESOLUTION- APPOINTING MEMBERS TO THE BOARD OF ZONING ADJUSTMENT TO FILL EXPIRING TERMS. Two people have recommended to this Board. Mr. Robert Walker, and Mr. Charles Whittenberg. Their terms would expire on October 1, 2018. Alderman Flynn moved approval, second by Alderman Morgan. Roll call vote, 4 Ayes, 0 Nays. Passed.

R2015-62- RESOLUTION- 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. The Mayor commented that the ACC would be looking for space in the area in order to better serve the needs of the community. Alderman Anderson asked Director Suneson if there was space in the area for the ACC to also relocate. Mr. Suneson replied that there are locations available. Alderman Flynn moved approval, Alderman Morgan seconded. Roll call vote, 4 Ayes, 0 Nays. Adopted.

R2015-63-RESOLUTION- 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. The Mayor explained that this is for additional equipment to outfit the vehicles that were bought back from the insurance company and refurbished. This will result in a larger fleet of snow removal equipment for the city. Alderman King moved approval, second by Alderman Flynn. Roll call vote; 4 Ayes, 0 Nays. Adopted.

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.
- Public Safety Committee Meeting will be October 14, 2015 at 9:00AM in the City Hall Conference room.

Meeting adjourned at 6:56PM by Mayor Christie.

City Clerk, Wayne M. Jertson

Mayor Peter A. Christie

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

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

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

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

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

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

“Sec. 16-22. Entrance to premises.

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

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

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

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

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

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

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

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

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

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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



BELLA VISTA

A place to call home

The City of Bella Vista seeks financing for a new Street Dept facility located at 2471 Forest Hills Blvd, Bella Vista AR 72715, along with various capital assets included therein (See Schedule A) for an amount not to exceed \$2,400,000.00. The City will request disbursement from the lender and the rate will be as outlined in this request. The disbursement period will be up to one year from initial date of disbursement. As a result, a revised amortization schedule may be necessary based on the master agreement and depending on the frequency of disbursement. Currently, it is anticipated that there will be more than one (1) disbursement which is projected to occur in early 2016. The City will maintain the security interest and titles for the capital assets as this is a general obligation borrowing.

1. The borrowing will be authorized pursuant to Amendment 78 of Article 16 of the Arkansas State Constitution, which allows cities to enter into short term financing. All loan documents will reflect that.
2. The note will be designated as "qualified tax-exempt" obligation within the meaning of the Internal Revenue Code of 1986, as amended.
3. Any legal opinion will be provided by the City's in house legal counsel. There should be no out of pocket costs for outside legal counsel or any other closing costs.
4. The rate will be fixed for the term of the note and will be valid for all disbursements.
5. Repayments of principal and interest will be made semi-annually, starting six months from initial receipt of funding.
6. The loan term will be five years with no penalty for early payoff.

Please use the area below to identify your proposal

DATE OF PROPOSAL	10-20-15
MAX AMOUNT OF FINANCING	\$2,400,000
INTEREST % PROPOSED	1.825% bank qualified tax exempt fixed rate

1. The City's capital assets are insured by Arkansas Municipal League.
2. Capital assets included in the financing will be outlined for lender on the attached Schedule A and will meet the definition established by Amendment 78.

**THE PROPOSAL MUST BE RECEIVED IN A SEALED ENVELOPE BY
1:00 PM, WEDNESDAY, October 21, 2015 TO:**

**CITY OF BELLA VISTA
101 TOWN CENTER
P. O. BOX 5655
BELLA VISTA, AR 72714**

**THE FORM SHOWN ON THE PROPOSAL MUST BE USED OR THE RESPONSE WILL BE DECLARED
NON-RESPONSIVE.**

ENVELOPE MUST INDICATE THAT IS IT A SEALED PROPOSAL FOR FINANCING.

Sealed - and ready for business!

COMPANY/BANK Arvest Bank

AUTHORIZED SIGNATURE 

ADDRESS 403 Town Center NE

CITY, STATE, ZIP CODE BELLA VISTA, AR 72714

PHONE 479-202-1866

FAX 479-271-1217

EMAIL LPOINTER@ARVEST.COM

**ALISON A FUSILLO
CITY OF BELLA VISTA
TREASURER/ FINANCE DIRECTOR**

City of Bella Vista Street Dept
2471 Forest Hills Blvd, Bella Vista, AR 72715

SCHEDULE A

Street Dept Building Facility
Salt/Sand Storage Structure
Heavy Equipment Storage Structure
Fuel Depot
Asphalt Paving around Facility

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING BORROWING OF AN AMOUNT NOT TO EXCEED \$2,400,000.00 PURSUANT TO ARKANSAS CONSTITUTIONAL AMENDMENT 78 FOR THE FINANCING OF THE NEW STREET DEPARTMENT FACILITY ALONG WITH VARIOUS CAPITAL ASSETS INCLUDED THEREIN BY ISSUANCE OF A PROMISSORY NOTE; PROVIDING FOR SECURITY FOR THE REPAYMENT OF THE PROMISSORY NOTE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Bella Vista, Arkansas (the “City”) has determined that the City is in need of financing related to the costs of construction of a new street department facility along with various capital assets to be included therein for use by City Street Department which serves the City (the “Project and Equipment”); and

WHEREAS, the financing need for the Project and Equipment is an amount not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000.00); and

WHEREAS, the City can obtain the necessary funds to finance the Project and Equipment by issuing its Promissory Note in favor of Arvest Bank (“Lender”) in the principal amount not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000.00) (the “Note”);

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

SECTION 1: The City Council hereby finds that the Project and Equipment to be acquired will have a useful life of more than one (1) year and that the principal amount of the Note, plus all other obligations heretofore incurred by the City under Amendment 78 to the Arkansas Constitution (“Amendment 78”) does not exceed five percent (5%) of the assessed value of taxable property located within the City as determined by the last tax assessment.

SECTION 2: Under the authority of the Constitution and laws of the State of Arkansas (the “State”) including, Amendment 78, the Mayor and City Clerk are hereby authorized to execute and deliver, by and on behalf of the City, a Promissory Note in favor of Lender in the maximum principal amount not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000.00) for the purpose of financing the Project and Equipment. The Note shall be dated within ninety (90) days of the date of enactment of this Ordinance and shall be issuable only as a fully registered Note without coupons. The Note shall bear interest at an interest rate of one and eight hundred twenty-five thousandths percent (1.825%), and shall be paid in ten (10) equal semi-annual installments of principal and interest, to mature on the date which is sixty (60) months from the date of the Note. As security for the performance of the obligations of the City pursuant to the Note, coincident with the execution and delivery of the Note, there is authorized the execution by

the Mayor and City Clerk, and delivery of a mortgage, deed of trust, and/or security agreement granting unto and in favor of the Lender (as secured party), a prior lien upon the Project and Equipment (the "Mortgage and/or Security Agreement"). The Lender is authorized to file one or more financing statements to perfect the lien granted by any Security Agreement.

SECTION 3: The Note shall be in such form as shall be approved by the Lender and the Mayor and City Clerk.

SECTION 4: As provided in Amendment 78, the debt service payments on the Note in each fiscal year shall be charged against and paid from the general revenues of the City for such fiscal year. For the purpose of making the debt service payments, there is hereby, and shall be appropriated to pay the Note, an amount of general revenues of the City sufficient for such purposes in each fiscal year of the City. The City covenants that for each fiscal year in which the Note is outstanding, the general revenues of the City shall exceed the amount of debt service payments due on the Note in that fiscal year.

SECTION 5: The City agrees to have its financial statements audited annually by the Joint Legislative Auditing Committee, Division of Legislative Audit of the State of Arkansas. While the Note is outstanding, a copy of the audit report shall be furnished to the Lender on request.

SECTION 6: The City agrees to prepare and adopt a budget for each fiscal year in accordance with Arkansas law and to furnish the Lender with a copy of the same by January 31 of each year while the Note is outstanding. Each budget shall make provision for the payment of debt service due on the Note in that fiscal year.

SECTION 7: If there be any default in the payment of the principal of or interest on the Note, or in the performance of any of the other covenants contained in this Ordinance, Lender may, in addition to any other remedies available to Lender, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State of Arkansas. No remedy conferred upon or reserved to Lender is intended to be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or by law. Lender may waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent defaults or defaults or impair any rights or remedies of Lender with respect thereto. No delay or omission of Lender to exercise any right or power accrued upon any default shall impair any such right or power of shall be construed to be a waiver of any such default or an acquiescence therein; and every power or remedy given by this Ordinance to Lender may be exercised from time to time and as often as may be deemed expedient. In any proceeding to enforce the provision of this Ordinance, Lender shall be entitled to recover from the City all costs of such proceeding, including reasonable attorneys' fees.

SECTION 8: The terms of this Ordinance, the Note and the Mortgage and/or Security Agreement shall constitute a contract between the City and the Lender and no variation or change

in the undertaking herein set forth shall be made while the Note is outstanding, except as may be agreed in writing as between the City and Lender.

SECTION 9: The City covenants that it shall not take any action or suffer or permit any action to be taken or conditions to exist which causes or may cause the interest payable on the Note to be included in gross income for federal income tax purposes, including, without limitation, any action in violation of the applicable provisions of the Internal Revenue Code of 1986 (the "Code"), and the Regulations thereunder. The City represents that it has not used or permitted the use of, any covenants that it will not use or permit the use of the Equipment or the proceeds of the Note, in such manner as to cause the Note to be "private activity bonds" within the meaning of Section 141 of the Code. The Note is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Note is issued, a statement as required by Section 149(c) of the Code.

SECTION 10: The provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

SECTION 11: All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12: Emergency Clause. The Immediate need to acquire the Equipment in order to continue to provide essential services to the citizens and residents of the City being necessary for the preservation of the public peace, health, safety and welfare, an emergency is hereby found to exist and this Ordinance shall be in full force and effect from and after its passage.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING AND LEVYING THE MILLAGE RATE OF AD VALOREM REAL AND PERSONAL PROPERTY TAX FOR THE CITY OF BELLA VISTA, ARKANSAS FOR THE YEAR 2015 TO BE COLLECTED IN 2016

WHEREAS, Ark. Code Ann. § 26-73-202 requires the governing body of a municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all real and personal property within the city; and

WHEREAS, the City Council of the City of Bella Vista, Arkansas has determined that it is in the best interests of the City and its citizens to levy the rate of taxation on the real and personal property located in the city as set forth herein, to certify the same to the Benton County Clerk, and to authorize the Quorum Court of Benton County to levy said tax for the year 2015 to be collected in 2016;

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

SECTION 1: That a tax is hereby levied on the real and personal property within the City of Bella Vista, Arkansas, for the year 2015 to be collected in 2016 for the following purposes at the following rates:

AD VALOREM REAL AND PERSONAL PROPERTY RATES

<u>Purpose</u>	<u>Levy</u>
General Fund-Operations	3.5 mills
Policemen’s Pension Fund	0.5 mills
Firemen’s Pension Fund	<u>1.0 mills</u>
TOTAL	5.0 mills

SECTION 2: That the real and personal property tax so levied and the rates provided herein are hereby certified to the County Clerk of Benton County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

SECTION 3: The City Clerk is hereby authorized and directed to file a certified copy of this Resolution in the office of the County Clerk of Benton County, Arkansas by October 30, 2015, so that formal levy by the Quorum Court of Benton County, Arkansas may be enacted by ordinance in November, as required by law.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

MEETING DATE: October 26, 2015 - Regular Meeting

AGENDA ITEM:

ITEM TITLE: Approving a Contract with CEI Engineering for Engineering Services Related to Improving the Lower Riordan Road Corridor, and For Other Purposes.

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Riordan Road serves as the major route for patrons accessing Cunningham Corner and other business properties clustered around its intersection with US Highway 71. Citizens living in residential neighborhoods to the west of US Highway 71 utilize the street to travel to and from their places of business and recreation.

In the recent pass, the Riordan Road and Highway 71 intersection has been improved by private development as required by the City's development regulations. Despite these improvements, the motoring public finds the road difficult to navigate because of limited turning movements along the street's alignment.

The Bella Vista Trails and Greenway Master Plan calls for a paved trail extension along Riordan Road.

The contract that the following resolution would authorize outlines a grassroots approach to developing plans to improve the Riordan Road corridor. Throughout the process, business and property owners as well as other members of the public would be involved from the early outset of the project to develop and refine several alternatives to a community derived solution. Ultimately, the public would help define how this major corridor into our community would look and function.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt



I. PROJECT DEFINITION

Riordan Road is located in the City of Bella Vista, Arkansas and serves as a major thoroughfare for many residents and multiple businesses within the City. Though recent improvements to the intersection of Riordan Road and U.S. Highway 71 have been made, CEI will be offering services to further improve the functionality and use of the intersection. The limits of the project are anticipated to include the intersection of Riordan Road/ Hwy 71 and will extend approximately 1500ft along Riordan Road to the west of the intersection and approximately 500ft along Hwy 71 to the north and south of the intersection. In addition, CEI will be offering services to provide a trail design for the extension of a 10ft concrete trail from the future planned trailhead toward Little Sugar Creek. The approximate length of trail is 1700ft. Details regarding specific scope items may be found below.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey Services (Provided by CEI):

- a. CEI will perform a topographical survey consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above ground physicals and underground utilities. Location of underground utilities will be marked utilizing the Arkansas One Call service. This will be billed as a reimbursable. Limits of Topographical Survey are as follows:
 - i. 75' strip along the West right-of-way of Arkansas Highway 71, beginning at the golf cart path tunnel and terminating near the Southeast corner of the Casey's Fueling Station. Approximately 425 linear feet;
 - ii. 75' strip along the West right-of-way of Arkansas Highway 71, beginning at the Southwest quadrant of the intersection of Riordan Road and 71 and terminating near the Southeast corner of the DQ Grill and Chill restaurant. Approximately 250 linear feet;
 - iii. 50' strip along the North right-of-way of Riordan Road, beginning at the Southeast corner of the Casey's Fueling Station and terminating at the proposed trailhead site. Approximately 1,400 linear feet;
 - iv. 50' strip along the South right-of-way of Riordan Road, beginning at the Southwest quadrant of the intersection of Riordan Road and 71, terminating at the most Westerly entrance to the existing strip mall. Approximately 550 linear feet;

Electronic drawings provided will be utilized to reduce costs. Datum will be based on these drawings and the additional data will be added. Boundary monuments will be tied and reviewed to determine right-of-way (ROW) of Riordan Road. Any boundary surveying on 71 will need to contract to a firm certified by the Arkansas Highway Department (as listed within Scope Item G below).

B. Schematic/Conceptual Design Services (Provided by CEI):

- a. CEI will perform Conceptual Design Services for the project to include:
 - i. Coordinate with the City and conduct a project kickoff meeting;
 - ii. Analyze the three alternatives for improvement to the intersection, as provided by our traffic subconsultant;
 - iii. Conceptually design three alternatives utilizing the three traffic improvement alternatives provided by our traffic subconsultant (as listed within Scope Item D below). Conceptual design alternatives to include:
 1. Modifications to intersection lane geometry and vehicular access closures/openings;
 2. Conceptual design of the approximately 1700ft long 10ft multi use concrete trail and pedestrian crossings;
 - iv. Compile and continually update conceptual engineer's opinion of probable costs for each alternative;

- v. Produce and provide conceptual layouts of the three alternatives to the City of Bella Vista for Review and Comment;
- vi. Produce meeting materials, exhibits, & scroll plots for meetings with the local stakeholders (property/business owners) and public;
- vii. Conduct and attend three conceptual phase meetings. Conceptual phase meetings are to be: 1) Conceptual review meeting with the Client/City, 2) Stakeholders meeting, and 3) Public meeting;
- viii. Revise the three alternatives based on comments from the meetings and compile a presentation of final findings to decision makers to assist in selection of a preferred alternate.

C. Design Development/Construction Drawings (Provided by CEI):

- a. CEI will perform Design Development/Construction Drawings Services for the project to include:
 - i. Refinement of the preferred alternate to a 90% level of completion, including:
 - 1. Design of the intersection/driveway modifications,
 - 2. Design of the approximately 1700ft long 10ft multi use concrete trail;
 - 3. Design of paving sections, grading, landscaping/tree planting enhancements, drainage improvements to convey surface flows, pedestrian crossing improvements, traffic control, erosion control, pavement marking and signing, and miscellaneous details;
 - 4. Generation of construction drawings to a 90% level of completion;
 - a. CEI will utilize CAD to develop all of the drawings in a format acceptable to the City of Bella Vista;
 - b. Drawings will be in English units and will be produced on 11"x17" paper;
 - ii. Approval/permitting processes to include SWPPP documentation, SWPPP permitting, and associated SWPPP coordination;
 - iii. Over the shoulder review of the design for the drainage culvert near the future planned trailhead;
 - iv. Produce meeting materials, exhibits, & scroll plots for design phase meetings with the local stakeholders (property/business owners) and public;
 - v. Conduct and attend three design phase meetings (in addition to the conceptual meetings) at the 50% design milestone. The three design phase meetings are to be: 1) design review meeting with the Client/City, 2) Stakeholders meeting, and 3) Public meeting;
 - vi. Revise design and drawings based on comments from meetings and finalize 90% design plans;
 - vii. Coordinate with the City, AHTD, and Utilities, as needed;
 - viii. Develop a 90% level engineer's opinion of probable cost;
 - ix. Develop a project manual outlining project specifications, special provisions, special considerations, and project standards.

D. Traffic Study Services (Provided by Subconsultant):

- a. A capacity analysis study for the intersection of Hwy. 71 and Riordan Road will be conducted by Traffic Engineering Consultants, Inc. This study will evaluate the current conditions at the intersection and the commercial driveways along Riordan Road. As part of the study, current deficiencies will be identified and three alternatives for improving the intersection functionality, will be developed.

E. Environmental Services (Provided by Subconsultant):

- a. Environmental Services will be conducted by FTN Associates Ltd. and will consist of wetland reconnaissance and a threatened endangered species assessment. FTN will coordinate with CEI, the City of Bella Vista, the US Army Corps of Engineers, and USFWS, as needed.

F. Geotechnical Services (Provided by Subconsultant):

- a. Geotechnical Investigation and Asphalt Pavement Evaluation Services will be conducted by MTA Engineers (a division of Materials Testing of Arkansas). Their services will include:
 - i. Performing up to four (4) borings in asphalt paving spaced approximately 250-300 feet apart. Asphalt to be evaluated for thickness, condition and assigned Structural Numbers;
 - ii. Performing up to four (4) borings of aggregate base material to determine quality, depth and Structural Numbers;
 - iii. Performing up to eight (8) borings in the shoulder areas to determine soil strata;
 - iv. Obtaining subgrade samples from the core locations to determine structural suitability;
 - v. Severity evaluation of pavement condition for the 800 LF of pavement west of the centerline;
 - vi. Preparing clear and concise report to present findings and pavement recommendations.

G. Boundary and ROW Services (Provided by CEI and/or AHTD Certified Boundary Subconsultant):

- a. As needed, CEI will provide ROW acquisition services/documents for non AHTD owned ROW;
- b. As needed, CEI will contract an AHTD Certified Boundary Subconsultant to provide boundary and ROW acquisition services/documents for AHTD owned ROW . The services provided will include: boundary survey for approximately 7 Tracts, ROW plans and acquisition plat with descriptions, AHTD monuments, and final plats.

Fee Summary:

A. Topographic Survey Services Fees	\$.7,820.00 (Hourly, Not to Exceed)
B. Schematic/Conceptual Design Services Fees	\$.31,250.00 (Hourly, Not to Exceed)
C. Design Development/Construction Drawings Fees	\$.71,200.00 (Hourly, Not to Exceed)
D. Traffic Study Services Fees	\$.7,590.00 (Hourly, Not to Exceed)
E. Environmental Services Fees	\$.2,750.00 (Hourly, Not to Exceed)
F. Geotechnical Services Fees.....	\$.4,620.00 (Hourly, Not to Exceed)
G. Boundary and ROW Services Fees.....	\$.19,250.00(Hourly, Not to Exceed)
<u>Reimbursables (Mileage, Plotting, Documents, One Call)</u>	<u>\$.3,600.00 (Materials, Not to Exceed)</u>

Lump Sum Fee For All Services \$148,080.00 (Not to Exceed)

III. RESPONSIBILITY OF CLIENT:

Client will provide to CEI, the following items:

- A. City will be requested to attend an easement coordination meeting with CEI’s survey department to discuss proposed easement areas;**
- B. Access to properties on an as-needed basis;**
- C. Title Report, if available;**
- D. Current deed of subject properties, if available;**
- E. Existing easement information, if available;**
- F. Provide information concerning potential health and/or physical hazards present at the project;**
- G. City reviews and coordination by appropriate divisions or departments;**
- H. Other information pertinent to the work to be conducted and Authorization to Proceed;**

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an “as requested” basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA’s or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study to include any or all physical, political and/or financial opportunities or constraints.
- Environmental Permitting outside of what is mentioned within the Scope above.
- Environmental Impact Analysis.
- CLOMR and/or LOMR studies.
- Phase 1 Environmental Site Assessment.
- 3D Perspectives, renderings, and models.
- Replatting.
- Retaining wall designs.
- Site lighting design, plans, and/or photometrics.
- Traffic Signal Design/Redesign.
- Utility Plans.
- Special Crossing Designs (ie. HAWK crossing, etc.).
- Final record drawings.
- Historical or archeological studies.
- Construction staking.
- Contract administration, construction management or observation (*answering RFI’s, review shop submittals, etc.*).
- Bidding.
- Contract negotiations.
- Major stormwater drainage plans or relocation i.e. box culverts, large ditches and stormwater conductors in excess of four feet in diameter.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

<u>ARKANSAS (02-15-15)</u>	
Officer / Branch Manager	\$ 170.00
Department Manager	\$ 150.00
Program Manager	\$ 130.00
Project Manager	\$ 125.00
Assistant Project Manager	\$ 110.00
Senior Project Engineer	\$ 125.00
Project Engineer	\$ 115.00
Planning Project Manager	\$ 105.00
Registered Landscape Architect	\$ 110.00
Registered Land Surveyor	\$ 110.00
Survey Project Manager	\$ 110.00
Assistant Survey Project Manager	\$ 90.00
Project / Planner Administrator	\$ 85.00
Project Designer	\$ 90.00
CAD Designer	\$ 80.00
CAD Technician	\$ 70.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
Field Specialist	\$ 60.00
Construction Observer	\$ 70.00
Program Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

VI. CREDIT POLICY: Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal)

Any service deleted from this offer by the client will become the responsibility of the client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employee, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work.

In accordance with generally accepted construction practices, the client and client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or emission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED: Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete client name and address that is responsible for payment of CEI invoices:

Complete Client Name – Responsible for payment of invoice (include Inc., LLC, etc.)

Complete mailing address to mail invoice (Street / PO Box/ Suite number if needed)

City / State / Zip Code to mail invoice

Complete Phone Number

Signature, Client	Print Name	Title	Date
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Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
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RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

APPROVING A CONTRACT WITH CEI ENGINEERING FOR ENGINEERING SERVICES RELATED TO IMPROVING THE LOWER RIORDAN ROAD CORRIDOR, AND FOR OTHER PURPOSES

WHEREAS, Riordan Road is a major arterial under the City's Master Street Plan and serves as the major connection for residential neighborhoods, recreational facilities, and a thriving business area to US Highway 71; and

WHEREAS, vehicle turning movements into and out of business in the areas along Riordan Road have become unsafe due to the volume of business patrons; and

WHEREAS, the City's Trails and Greenway Master Plan calls for extension of a paved trail along Riordan Road and northward toward the Highway 71 bridge over Little Sugar Creek.

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

Section 1: The Mayor is hereby authorized to execute a contract with CEI Engineering for the surveying, public involvement, and engineering design services for improving the lower Riordan Road corridor in the amount of \$148,080.00

Section 2: The costs for this contract shall be paid from previously approved funds in the Community Development Services Department account 15-57000: Contracts - Professional Fees. Any costs not incurred in the 2015 fiscal year shall be accounted for in the same account in the 2016 Department Budget.

Passed and approved this _____ day of _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion Ayes: Nays:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason Kelley, Staff Attorney

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

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

MEETING DATE: October 26, 2015 - Regular Meeting

AGENDA ITEM:

ITEM TITLE: Approving a Contract with Plymouth Engineer, PLLC, for Engineering Services
Related to the Reconstruction of Lower Suits Us Drive, and For
Other Purposes.

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Suits Us Drive is one of the few roads that intersect with US Highway 71 that remains mostly unpaved. The dirt and gravel surface of the street forces drivers to slow considerably and yet still poses a risk of losing control of a vehicle. A portion of the street has been paved over time, but has a variable width. The street only allows the safe passage of one vehicle at a time due to its narrowness in certain locations.

The attached resolution would allow the Mayor to enter into a contract with Plymouth Engineering to survey and design approximately 1000 feet of Suits Us Drive from its intersection with Highway 71. The contemplated improvements include widening the road surface and improving the drainage system in this section of the road.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt



Plymouth Engineering, PLLC

5714 Walden Street · Lowell, AR 72745
(479) 595-5934 · www.plymoutheng.com

October 21, 2015

Honorable Peter A. Christie, Mayor
City of Bella Vista
P.O. Box 5565
Bella Vista, AR 72714

Re: Roadway Reconstruction Drawings
Suits-Us Drive

Dear Mr. Christie:

On behalf of Plymouth Engineering, I'd like to thank you for your interest in our services and provide you with this proposal to provide engineering services related to the potential reconstruction of the eastern section of Suits-Us Drive (approximately 990 feet). In order to assist you in completing this project, Plymouth Engineering ("Consultant") proposes to provide the following services, subject to the attached Additional Terms and Conditions, to the City of Bella Vista ("Client").

Topographic and Boundary Surveys:

Plymouth Engineering will subcontract with Costello Land Surveying to provide topographic and boundary surveys for the project. The survey will include the right-of-way line of Suits-Us Drive from the western right-of-way line of US Hwy 71 west approximately 900 feet to the intersection with Cedar Crest Drive; and strip topography of approximately 1,000 feet of Suits-Us Drive, beginning at the western edge of pavement of US Hwy 71 and running to the west along Suits-Us Drive, approximately 70' wide and centered on road right-of-way. The surveys will be based off the City of Bentonville Control (vertical & horizontal).

Plymouth Engineering's fee for this task will be \$4,600.00 plus reimbursable expenses.

Roadway Reconstruction Drawings:

Plymouth Engineering will prepare construction drawings for reconstruction of the roadway from Highway 71 to the intersection of Cedarcrest Drive. The drawings will include a cover sheet with location map, roadway plan and profile, storm drainage plan and profile, typical cross sections, specific cross-sections at 50-foot intervals, erosion control plan, and project-specific details. Sheets drawn to scale will be at a scale of 1=50'. As discussed with the Planning Director and Street Superintendent, the proposed cross-section will be a 22-foot wide asphalt roadway with shoulders to be determined by site constraints, and improved roadside ditches. Culverts will be included at driveway crossings and street intersections.

Once the survey has been received, conceptual drawings will be prepared for the Client's review. Upon receipt of comments from the Client, Plymouth Engineering will prepare draft

drawings for an additional Client review. Upon receipt of comments from the draft review, final documents will be prepared.

Detailed drainage calculations will be needed in order to properly size culverts associated with this project, and will be included as part of this task.

Roadway sections will be based upon City standards. Geotechnical exploration and/or analysis is not included in this proposal. Should the City desire the involvement of a geotechnical engineer for this project, we will gladly provide an additional proposal to cover those services.

Plymouth Engineering's fee for this task will be \$10,500.00 plus reimbursable expenses.

Storm Water Pollution Prevention Plan

Federal and state regulations require preparation Storm Water Pollution Prevention Plan (SWPPP) should the disturbed area be equal to or greater than one acre. SWPPPs are governed by requirements of the Arkansas Department of Environmental Quality (ADEQ). If the disturbed area will be less than five acres, the SWPPP will not have to be sent to ADEQ for approval prior to construction, but the SWPPP must still meet ADEQ's "Small Site" criteria. Plymouth Engineering will prepare a SWPPP for the site, along with a "Small Site" construction notice. Inspection of the erosion control devices during construction is not included in this item.

Plymouth Engineering's fee for this task will be \$1,500.00.

Specifications and Contract Documents:

Plymouth Engineering will prepare construction specifications and contract documents specifically for this project. Contract documents will be based on the Engineer's Joint Council for Design and Construction (EJCDC) documents – a widely-recognized industry standard.

Plymouth Engineering's fee for this task will be \$2,300.00 plus reimbursable expenses.

Bidding Phase Services:

If desired by the Client; Plymouth Engineering will advertise for bids, receive calls from contractors, and distribute construction documents to interested general contractors from our office. On the designated bid date, we will attend the bid opening at City Hall to assist in opening the bids and to tabulate the bids and recommend a contractor to the City. Once the City has selected a contractor, we will prepare three copies of the contract for execution by the City and the Contractor, then deliver those contracts to City Hall. We will provide one set of signed and sealed construction documents to the City at no charge, with additional sets available for the cost of printing. A reasonable fee (to be determined once the documents are complete) will be charged to prospective bidders who request plan sets, to offset the costs of printing and handling.

Plymouth Engineering's fee for bidding phase services as described will be \$1,800.00, plus the costs of advertisement.

Construction Phase Assistance:

Plymouth Engineering will provide on-call services to assist the City with various tasks to be determined by the City, at the City's discretion. Plymouth Engineering periodically visit the site to observe the progress of the project and the condition of the Work, with the frequency of on-site visits to be determined by the Street Superintendent. We will review the Contractor's pay requests and make recommendations for payment on a monthly basis. Other services which fall under this task include but are not limited to review of shop drawings, preparation of Change Orders, preparation of Monthly Pay Estimates for work completed, final review of work, and recommendations for acceptance.

Plymouth Engineering's fee for this task will be calculated on an hourly basis, per the attached schedule of rates.

Fees, expenses, and other costs:

Mailing and printing costs will be billed to the City at cost. Mileage will be billed at the current standard mileage rate, as shown on the attached schedule.

Not Included:

The following items are **not** included in this agreement:

- Geotechnical exploration or testing of any kind.
- Rezoning services of any kind.
- Engineering services related to any environmental hazards which may be present on the project site, whether known or unknown.
- Utility research.
- Preparation of legal descriptions, maps, or plats for land acquisition, right of way dedication, and/or easements.
- Permitting or permit fees.
- Construction staking.
- Full-time, resident construction observation.
- Site inspection visits required to maintain the SWPPP.
- Construction administration.
- Permit fees.
- Preparation of Record Drawings.
- Other services not specifically included in the listing of tasks to be performed as part of this project.

Additional Terms and Conditions

This AGREEMENT is between the Client and Plymouth Engineering, PLLC ("Consultant") for Services to be provided by the Consultant for the Client on the project ("Project") as described in the Consultant's Proposal ("Proposal"), which is hereby incorporated into this Agreement. "Client", as used herein, is the entity who authorized performance of services by Plymouth Engineering, PLLC, and who accepts responsibility for payment under the conditions stated herein. All provisions listed herein shall survive termination or completion of this agreement.

Scope of Services. The scope of Consultant's services is described in the Proposal ("Services"). Portions of the Services may be subcontracted. Services do not include sale or transfer of software to the Client or other parties. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

Acceptance. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Proposals are valid for 90 days from the date shown on the proposal unless otherwise specified within the proposal.

Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant shall be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal. If not stated in the Proposal, fees will be according to Consultant's current fee schedule. Fee schedules are adjusted annually, and may also be adjusted during the year if conditions warrant.

Invoices shall be submitted to the Client monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of due date. Client shall notify Consultant in writing, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. If Client fails to make payments when due and Consultant incurs any costs in order to collect overdue sums from Client, Client agrees that all such collection costs incurred shall immediately become due and payable to Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. The obligation of Client to pay Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Consultant may suspend Services for lack of timely payment. Payment of Consultant's invoice(s) is not contingent upon Client receiving payment from a third party.

Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties.

LIMITATION OF LIABILITY. The total cumulative liability of, Consultant, its directors, officers, agents and subcontractors, to Client and all third parties with respect to services performed or to be performed pursuant to this agreement, whether for breach of contract, warranty, indemnity, contribution, tort, design defect, or otherwise, shall not exceed 100% of gross compensation actually received by Consultant under this agreement, or \$250,000.00, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Warranty. Consultant shall perform services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under this agreement. No other representations to Client, express or implied, and no warranty or guarantee not expressly stated herein are included or intended in this agreement.

Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services; (ii) commercial general liability insurance; (iii) automobile liability insurance policies for any company-owned vehicles. Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. **No other insurance is carried or will be carried by the Consultant.**

Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Arkansas law. Any action by Client against Consultant relating to services hereunder shall be brought not later than one year following termination or completion of Consultant's services. Any litigation concerning this Contract shall be brought only in the Circuit Court of Benton County, Arkansas, or the U.S. District Court for the Western District of Arkansas, Fayetteville Division.

Construction Observation. Client understands that construction observation is a discrete procedure, and that such procedures indicate conditions only at the depths, locations, and times the construction was under observation. Consultant will provide reports and opinions based on field observations only for the work actually observed. Client understands that observation is not continuous or exhaustive, and is conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of observation to be performed and the associated risk. Client is responsible (even if delegated to contractor) for

notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods. Consultant shall not be responsible for the Contractor's safety measures on the jobsite.

Ownership of Documents. Unless otherwise specified in writing, all work product (such as plans, specifications, reports, logs, data, notes, or calculations prepared by Consultant) shall remain the property of the Consultant. Proprietary concepts, systems and ideas developed during performance of the Services shall remain the sole property of Consultant. The Client is granted specific license to use printed copies of any and all materials arising from Consultant's effort on the project (the "Materials") only for purposes expressly contemplated in this agreement. All other rights, including rights of reproduction and reuse, are reserved. Client agrees to indemnify, defend and hold harmless Consultant against all loss damage, liability, suit, or claim (including attorney's fees) resulting from any use of the Materials not expressly authorized by this agreement. All pertinent records relating to services performed hereunder shall be retained for three (3) years after completion of the work. Client shall have access to the records during Consultant's normal business hours during said period.

Should the Client request electronic transfer of files, Consultant may elect to transmit unofficial copies of the documents in Adobe's Portable Document Format (PDF). Such files are for informational and convenience purposes only and may not bear the Engineer's seal or signature. The Consultant is not liable for Client's subsequent use of any or all such files. Editable electronic files, including but not limited to word processor documents, electronic spreadsheets, electronic drawing files, and/or any other similar electronic documents remain the exclusive property of the Consultant, and the Client is not entitled to receive these or any similar electronic files. By signing the attached proposal, the Client agrees to these terms and waives any and all claims to electronic files created as part of the Consultant's performance under this or any other contract.

Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

Site Access and Safety. Client assures Consultant, by this contract signature, that Consultant has legal access to the above-described property. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. Client will provide Consultant with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, Consultant reserves the right to demobilize field operations at Client's expense. Remobilization will proceed following consultation with Consultant's safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.

Termination. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project. All provisions under the heading "Additional Terms and Conditions" shall survive termination or completion of this agreement.

Severability. Should any provision of these terms and conditions be found unlawful or invalid, all other portions shall remain in full force and effect.

Schedule of Rates - 2015

Engineer (Principal).....	\$100/hour
Two-man survey crew.....	\$125/hour
Landscape Architect.....	\$100/hour
Construction Observer (Senior).....	\$60/hour
Clerical.....	\$45/hour
Mileage.....	\$0.575/mile
Printing or Copying – 8-1/2”x11” sheet, black and white.....	\$0.25 each*
Printing or Copying – 8-1/2”x11” sheet, color.....	\$0.75 each*
Printing or Copying – 24”x36” sheet, black and white.....	\$3.00 each*
Printing or Copying – 24”x36” sheet, color.....	\$9.00 each*
Shipping, postage.....	At cost

*Larger print jobs may be sent out to a printing company, at our discretion. In such cases, printing or copying will be billed at cost, plus applicable mileage and/or postage.

The billing rates for Plymouth Engineering are subject to adjustment annually, on or about January 1, or as atypical conditions warrant. Mileage subject to adjustment when changed by the Internal Revenue Service.



RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**APPROVING A CONTRACT WITH PLYMOUTH ENGINEERING, PLLC, FOR
ENGINEERING SERVICES RELATED TO THE RECONSTRUCTION OF LOWER
SUITS US DRIVE, AND FOR OTHER PURPOSES**

WHEREAS, the Suits Us Drive intersection with US Highway 71 carries a large volume of traffic from neighborhoods to the west; and

WHEREAS, Suits Us Drive has a variety of poor surface conditions and lacks an adequate drainage system, both of which could pose hazards to the motoring public.

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

Section 1: The Mayor is hereby authorized to execute a contract with Plymouth Engineering for the survey, engineering design, bidding, and construction related services for the reconstruction of lower Suits Us Drive in the amount of \$20,700.00. Further, payments for hourly services and reimbursable costs incurred under the contract up to \$5,400.00 are hereby authorized.

Section 2: The costs for this contract shall be paid from previously approved funds in the Community Development Services Department account 15-57000: Contracts - Professional Fees. Any costs not incurred in the 2015 fiscal year shall be accounted for in the same account in the 2016 Department Budget.

Passed and approved this _____ day of _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion Ayes: Nays:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason Kelley, Staff Attorney

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

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

MEETING DATE: October 26, 2015 - Regular Meeting

AGENDA ITEM:

ITEM TITLE: A Resolution Approving the Amounts of Liens to be Certified to the Benton County Tax Collector Against Certain Real Properties as a Result of Grass Cutting Expenses and Abatement of Other Nuisances by the City of Bella Vista, and For Other Purposes.

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Beginning in May and ending in September of each year, the Department undertakes the clean up of properties in violation of the Nuisance regulations of the Municipal Code. State statute allows for the collection of these types of expenditures through certification to the Benton County Tax Collector.

Included in the resolution are properties that have been maintained in 2015. Each of the property owners were notified in September of the need to pay the expenses within 30 days of receipt of the attached invoices. The invoices also provide notice of a public hearing to certify the amounts on October 26, 2015. Per statute, the City Council must conduct a public hearing on these amounts, and certify the costs of the Tax Collector.

The resolution reflects collections received by the Department through October 13, 2015. The list may narrow between now and the public hearing. Current outstanding balances amount to \$4,144.74.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt



BELLA VISTA
A place to call home

COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Dustin D Wells
 1 Witherby Ln
 Bella Vista, AR 72714

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Corelogic Commercial Tax Svc.
 PO Box 961009
 Fort Worth, TX 76161

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 1 Witherby Ln, Bella Vista, AR 72714

Parcel #16-33160-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$250.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.41
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$279.41

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/16/2015

INVOICE

TO:
 Michael & Li Sun Wooden
 PO Box 3030
 Bella Vista, AR 72715

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Resident
 2 Basore Ln
 Bella Vista, AR 72715

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 2 Basore Ln, Bella Vista, AR 72715

Parcel #16-02294-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$30.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.41
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$59.41

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Theodore G & Paula L Webner Trustees
 4 Rader Lane
 Bella Vista, AR 72715

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 4 Rader Ln, Bella Vista, AR 72715

Parcel #16-02720-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$340.00
	VEGETATIVE CONTROL	
	POSTAGE	\$22.18
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$362.18

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Anne E Landseidel
 5 Brandon Ln
 Bella Vista, AR 72714

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Corelogic Commercial Tax Svc.
 PO Box 961009
 Fort Worth, TX 76161

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 5 Brandon Ln, Bella Vista, AR 72714

Parcel #16-02116-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$370.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.41
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$399.41

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 William & Judy Sweet
 1510 Capps Rd
 Harrison, AR 72601

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

Resident
 5 Sunderland Ln
 Bella Vista, AR 72714

Wells Fargo
 MAC X2301-026
 1 Home Campus
 Des Moines, IA 50328

RE: 5 Sunderland Ln, Bella Vista, AR 72715

Parcel #16-30090-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$75.00
	VEGETATIVE CONTROL	
	POSTAGE	\$36.64
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$111.64

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Pamela Yvette McArthur
 9 Paxton Ln
 Bella Vista, AR 72714

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Doug McCash
 BV POA
 PO Box 6210
 Bella Vista, AR 72714

RE: 9 Paxton Ln, Bella Vista, AR 72715

Parcel #16-05865-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$90.00
	VEGETATIVE CONTROL	
	POSTAGE	\$23.16
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$113.16

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/16/2015

INVOICE

TO:
 Timothy Baker & Hollie Cheesman-Baker
 2484 SW Regional Airport Blvd
 Bentonville, AR 72712

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

Resident
 10 Faye Ln
 Bella Vista, AR 72714

Corelogic Commercial Tax Svc
 PO Box 961009
 Fort Worth, TX 76161

RE: 10 Faye Ln, Bella Vista, AR 72715

Parcel #16-05579-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$65.00
	VEGETATIVE CONTROL	
	POSTAGE	\$37.13
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$102.13

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Wade T Smith
 10 Roberts Dr
 Bella Vista, AR 72714

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Wells Fargo
 MAC X2301-026
 1 Home Campus
 Des Moines, IA 50328

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 10 Roberts Dr, Bella Vista, AR 72715

Parcel #16-36134-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$180.00
	VEGETATIVE CONTROL	
	POSTAGE	\$36.15
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$216.15

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Jerry & Whitney Leblanc
 12 Taransay Cir
 Bella Vista, AR 72715

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Corelogic Commercial Tax Svc.
 P.O. Box 961009
 Fort Worth, TX 76161

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 12 Taransay Cir, Bella Vista, AR 72715
 Parcel #16-30579-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$200.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.90
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$229.90

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
A place to call home

COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Jeff L Thomas
 P.O. Box 2273
 Bentonville, AR 72712

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

Jeff L & Joyce A Thomas
 P.O. Box 904
 Bentonville, AR 72712

Resident
 18 Gwaltney Cir
 Bella Vista, AR 72715

RE: 18 Gwaltney Cir, Bella Vista, AR 72715

Parcel #16-02353-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$30.00
	VEGETATIVE CONTROL	
	POSTAGE	\$38.11
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$68.11

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

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BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/15/2015

INVOICE

TO:
 Mendy L & Shane C Roth
 20 Hebrides Dr
 Bella Vista, AR 72715

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Corelogic Commercial Tax Svc.
 PO Box 961009
 Fort Worth, TX 76161

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 20 Hebrides Dr, Bella Vista, AR 72715

Parcel #16-37319-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$120.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.41
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$149.41

PAYMENT DUE DATE: UPON RECIEPT

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For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 BOKF NA
 c/o Bank of Oklahma NA
 7060 Yale St 200, Tulsa, OK 74136

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

Resident
 21 Kirkwall Dr
 Bella Vista, AR 72715

Corelogic Commercial Tax Svc
 P.O. Box 961009
 Fort Worth, TX 76161

RE: 21 Kirkwall Dr, Bella Vista, AR 72715

Parcel #16-36885-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$75.00
	VEGETATIVE CONTROL	
	POSTAGE	\$36.64
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$111.64

PAYMENT DUE DATE: UPON RECIEPT

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For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Sue E. McDowell
 P.O. Box 3073
 Bella Vista, AR 72715

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Resident
 22 Glenbarr Cir.
 Bella Vista, AR 72715

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 22 Glenbarr Cir, Bella Vista, AR 72715

Parcel #16-35344-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$160.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.90
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$189.90

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/16/2015

INVOICE

TO:
 Peter & Muriel Ravestein
 2501 E 6th St, Apt 224
 Sheldon, IA 51201

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Resident
 26 Basore Ln
 Bella Vista, AR 72715

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 26 Basore Ln, Bella Vista, AR 72715

Parcel #16-02293-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$60.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.90
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$89.90

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/15/2015

INVOICE

TO:
 Federal Home Loan Mortgage Corporation
 8200 Jones Branch Dr
 McLean, VA 22102-3110

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

Corelogic Commercial Tax Svc.
 PO Box 961009
 Fort Worth, TX 76161

Resident
 39 Leicester Dr
 Bella Vista, AR 72714

RE: 39 Leicester Dr, Bella Vista, AR 72715

Parcel #16-19204-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$130.00
	VEGETATIVE CONTROL	
	POSTAGE	\$36.64
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$166.64

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Rick D Craig
 5 Wafton Ln
 Bella Vista, AR 72715

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Resident
 43 Judy Dr
 Bella Vista, AR 72715

Doug McCash
 Bella Vista Village POA, Inc.
 P.O. Box 6210
 Bella Vista, AR 72714

RE: 43 Judy Dr, Bella Vista, AR 72715

Parcel #16-31959-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$470.00
	VEGETATIVE CONTROL	
	POSTAGE	\$29.41
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$499.41

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

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MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Robert W Evenson Trustee
 PO Box 698
 Pineville, MO 64856

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Resident
 16106 Robin Rd
 Bella Vista, AR 72714

RE: 16106 Robin Rd, Bella Vista, AR 72715

Parcel #16-43288-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$90.00
	VEGETATIVE CONTROL	
	POSTAGE	\$23.16
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$113.16

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
A place to call home

COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Alyce M Reopelle
 3302 N. Dixieland, Apt D5
 Rogers, AR 72756

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Resident
 16212 Robin Rd
 Bella Vista, AR 72714

RE: 16212 Robin Rd, Bella Vista, AR 72715

Parcel #16-43293-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$50.00
	VEGETATIVE CONTROL	
	POSTAGE	\$22.18
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$72.18

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

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COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Baseline Capital Investments, LLC
 4335 Van Nuys, Ste 207
 Sherman Oaks, CA 91403

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

Resident
 16284 Cardinal Rd
 Bella Vista, AR 72715

RE: 16284 Cardinal Rd, Bella Vista, AR 72715

Parcel #16-43322-000

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$260.00
	VEGETATIVE CONTROL	
	POSTAGE	\$22.67
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$282.67

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: October 26, 2015, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

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MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714



BELLA VISTA
A place to call home

COMMUNITY DEVELOPMENT SERVICES DEPT.
 306 TOWN CENTER W
 BELLA VISTA, AR 72714
 (479) 268-4980

DATE: 9/21/2015

INVOICE

TO:
 Metropolitan National Bank
 Facilities Management
 PO Box 8010, Little Rock, AR 72203

CC: **Land Commissioner**
 c/o John Thurston
 State of Arkansas
 109 State Capitol Bldg.
 Little Rock, AR 72201

RE: **Bella Vista Way, Bella Vista, AR 72715**

Parcel #15-80780-101

NO:	DESCRIPTION	COST
	ABSTRACTS	
	FILING FEE	
	GRASS CUTTING(S)	
	PROPERTY CLEAN UP / MOWING	\$320.00
	VEGETATIVE CONTROL	
	POSTAGE	\$14.95
	LEGAL ADVERTISING	
	DEMOLITION	
	HAZARDOUS MATERIALS	
	ASBESTOS	
	BOARDING & SECURING	
	ADMINISTRATIVE COSTS	
TOTAL AMOUNT DUE		\$334.95

PAYMENT DUE DATE: UPON RECIEPT

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For more information you may call (479)876-1255.

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

MAIL TO: City of Bella Vista, P.O. Box 5655, Bella Vista, AR 72714

RESOLUTION NO. _____

A RESOLUTION APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE BENTON COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTIES AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES BY THE CITY OF BELLA VISTA; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Bella Vista has corrected conditions existing on certain lots or other real property within the City of Bella Vista and is entitled to compensation pursuant to Ark. Code Ann. § 14-54-904; and

WHEREAS, State law also provides for a lien against the subject properties, with the amount of lien to be determined by the City Council at a hearing held after notice to the owner thereof by certified mail or publication (see Exhibit "A" attached hereto), with said amount (plus a ten percent collection penalty) to be thereafter certified to the Benton County Tax Collector; and

WHEREAS, a hearing for the purpose of determining such liens has been set on October 27, 2014, in order to allow for service of the attached notice of same upon the listed property owners, by certified mail or publication as is necessary; and

WHEREAS, the costs of abatement and the properties affected are:

Last Known Registered Owner	Address	Parcel Number	Total
Federal Home Loan Mortgage Corp	39 Leicester Dr	16-19204-000	\$166.64
Theodore G & Paula L Webner Trustees	4 Rader Ln	16-02720-000	\$362.18
Rick D Craig	43 Judy Dr	16-31959-000	\$499.41
Dustin D Wells	1 Witherby Ln	16-33160-000	\$279.41
Anne E Landseidel	5 Brandon Ln	16-02116-000	\$399.41
Mendy L & Shane C Roth	20 Hebrides Dr	16-37319-000	\$149.41
Michael & Li Sun Wooden	2 Basore Ln	16-02294-000	\$59.41
Peter & Muriel Ravestein	26 Basore Ln	16-02293-000	\$89.90
Timoth Baker & Hollie Cheesman-Baker	10 Faye Ln	16-05579-000	\$102.13
Sue E McDowell	22 Glenbarr Cir	16-35344-000	\$189.90
Jerry & Whitney Leblanc	12 Taransay Cir	16-30579-000	\$229.90
Jeff L & Joyce A Thomas	18 Gwaltney Cir	16-02353-000	\$68.11
Baseline Capital Investments, LLC	16284 Cardinal Rd	16-43322-000	\$282.67
Robert W Evenson Trustee	16106 Robin Rd	16-43288-000	\$113.16
William & Judy Sweet	5 Sunderland Ln	16-30090-000	\$111.64
Wade T Smith	10 Roberts Dr	16-36134-000	\$216.15

BOKF NA	21 Kirkwall Dr	16-36885-000	\$111.64
Alyce M Reopelle	16212 Robin Rd	16-43293-000	\$72.18
Pamela Yvette McArthur	9 Paxton Ln	16-05865-000	\$113.16
Metropolitan National Bank	Bella Vista Way	15-80780-101	\$334.95

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

SECTION 1: That after notice to property owners, a public hearing was held on October 26, 2015, for the purpose of determining the amount of liens, if any, to be filed against certain real property as the result of grass cutting and abatement of other nuisances by the City of Bella Vista.

SECTION 2: That the monies, as determined by this hearing, are reimbursable to the City of Bella Vista for cleanup of the indicated properties;

SECTION 3: That the incurred expenses, as indicated, plus a penalty of 10% for collection, be certified by the City Clerk of Bella Vista to the Benton County Tax Collector, and placed by him / her on the tax books as delinquent taxes, and collected accordingly, and the amount, less 3% thereof, when so collected shall be paid to the City of Bella Vista.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

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

MEETING DATE: October 26, 2015

AGENDA ITEM: Resolution-2015-

ITEM TITLE: A Resolution Establishing Certain Planning Fees, and For Other Purposes

SUBMITTED BY: Jennifer Bonner, Senior Planner

SUMMARY:

1. The new Planning Zoning District does not have an established fee associated with the application created for rezoning property from another zoning district. Staff compared fees from the other Northwest Arkansas governmental entities listed below, and is making the recommendation that the PZD fee be established at \$500.00 for Bella Vista.

Benton County	\$ 2,000.00
Bentonville	\$ 275.00
Fayetteville	\$ 800.00
Ft. Smith	\$ 350.00
Lowell	\$ 500.00
Rogers	\$ 400.00
Springdale	\$ 675.00
Tontitown	\$ 1,150.00
Washington County	\$ 400.00

2. Neither Resolution-2009-30 nor Resolution-2009-38 established a fee for Minor Zoning Variance Applications. These applications are addressed administratively, but must be completed in order for an appeal to the Board of Zoning Adjustments to be made. Staff compared fees from the other Northwest Arkansas governmental entities listed below, and is making the recommendation that the PZD fee be established at \$25.00 for Bella Vista.

Benton County	\$ 75.00
Bentonville	\$ 125.00
Fayetteville	\$ 25.00 before or \$ 100.00 after a violation
Ft. Smith	\$ 250.00
Lowell	\$ 150.00
Rogers	\$ 0.00 or no application
Springdale	\$ 75.00
Tontitown	\$ 125.00
Washington County	\$ 0.00 or no application

3. A Waiver requires almost as much Staff time and effort as is involved in a Conditional Use Permit or Zoning Variance, so Staff is requesting that the fee be raised by \$25 above the current fee to (a new total fee of) \$75.00.

ATTACHMENT: Ordinance Resolution Other

RECOMMENDATION: Staff recommends approval of this resolution.

ACTION REQUESTED: Motion to adopt



BELLA VISTA

A place to call home

COMMUNITY DEVELOPMENT
SERVICES DEPARTMENT
306 TOWN CENTER WEST
BELLA VISTA, AR 72714

DATE: OCTOBER 26, 2015

RE: PLANNING APPLICATION FEE SCHEDULE

PLANNING APPLICATION FEE SCHEDULE

	<u>CURRENT</u>	<u>PROPOSED</u>
Large-Scale Development Application*	\$ 500	
Incidental Subdivision Application*	\$ 125	
Conditional Use Permit Application**	\$ 100	
Rezoning Application**	\$ 225	
Planned Zoning District Application	\$ 0	\$ 500
Application includes one or more of the following: a rezone, a conditional use permit, and/or an incidental subdivision or preliminary subdivision plat.		
Waiver Application*	\$ 50	\$ 75
Zoning Variance Application**	\$ 100	
Minor Zoning Variance Application	\$ 0	\$ 25
Preliminary (Subdivision) Plat*	\$ 600	
Final (Subdivision) Plat*	\$ 250	
Easement, Alley, or Right-Of-Way Vacation*	\$ 75	
Appeals to Board of Zoning Adjustment**	\$ 100	
Temporary Sign Application	\$ 10 for first sign; \$ 2 for each additional sign; Free for 501(C)(3) non-profits with proof of status***	
Permanent Sign Application	Per sign: \$10 plus \$0.50 per square foot of sign face per side of sign	
Grading & Erosion Control Application	\$ 25 for single & two-family residential; \$ 50 for all others	

* Established by Resolution 2009-30

** Established by Resolution 2009-38

*** Change established by Resolution 2014-41

RESOLUTION NO. R2015-_____

ESTABLISHING FEES FOR CERTAIN PLANNING APPLICATIONS, AND FOR OTHER PURPOSES

WHEREAS, the City Council passed Resolution 2009-30 to establish certain planning fees;

WHEREAS, the City Council passed Resolution 2009-38 to establish certain other planning fees;

WHEREAS, neither Resolution 2009-30 nor 2009-38 established a fee for Minor Variance Applications;

WHEREAS, the Waiver Application Fee established by Resolution 2009-30 does not adequately address the amount of staff effort and time required to review an Waiver Application;

WHEREAS, the City Council passed Resolution 2014-41 to reduce the fee associated with temporary sign permits for 501(C)(3) non-profits to zero (\$0.00);

WHEREAS, the City Council passed Ordinance 2015-07 to create a Planned Zoning District (PZD) option for developers but no fee was established for rezoning to a PZD; and

WHEREAS, a Planned Zoning District Application may include one or more of the following to the subject parcel(s): a rezone, a conditional use permit, and/or an incidental subdivision or preliminary subdivision plat.

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

Section 1: The following fees are hereby established and adopted for their related applications:

<u>Application</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Waiver Application	\$ 50.00	\$ 75.00
Minor Zoning Variance Application	\$ 0.00	\$ 25.00
Planned Zoning District Application	\$ 0.00	\$ 500.00

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

Prepared by: Jennifer Bonner, Senior Planner

Memorandum

October 20, 2015

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Purchase a used Dump Truck to replace a recent totaled Dump Truck

Recently we lost an older Dump Truck in an accident and our insurance company has totaled that vehicle. I have located a replacement vehicle that is offered on a popular municipal auction web site for government surplus that will fill the needs for this loss. Funding for this purchase can be achieved through insurance settlement proceeds as well as the current Street Department 2015 budget.

With that, I would recommend that the Bella Vista City Council approve a budget amendment towards account 52800 for the purchase of a used replacement Dump Truck for our totaled one in the amount not to exceed \$20,000.00. Final purchase price will be determined at the close of this auction if the City of Bella Vista is the successful bidder. No bid from the City of Bella Vista will exceed \$20,000.00

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE 2015 CITY BUDGET TO APPROPRIATE AN
ADDITIONAL AMOUNT NOT TO EXCEED \$20,000.00 FROM GENERAL
FUND RESERVES TO FUND THE PURCHASE OF A REPLACEMENT
DUMP TRUCK FOR THE STREET DEPARTMENT**

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

Section 1: The 2015 City Budget is hereby amended by appropriating an additional amount not to exceed \$20,000.00 from general fund reserves to Street Department Account 52800 for purposes of purchasing a replacement dump truck for the Street Department, said dump truck having been destroyed in an accident. It is understood that insurance proceeds revenue will partially offset this additional appropriation.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE MEETING SCHEDULE OF THE
BELLA VISTA CITY COUNCIL WORK SESSION AND REGULAR SESSION FOR
NOVEMBER 2015**

WHEREAS, it is deemed advisable to change the City Council meeting schedule during the month of November 2015 to accommodate plans surrounding the Thanksgiving holiday;

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

SECTION 1: Notwithstanding any other provision to the contrary, a Work Session of the Bella Vista City Council for November 2015 shall be held on November 12, 2015 at 5:30 p.m. in the City Hall Council Chamber instead of its previously scheduled date. The Regular Session of the Bella Vista City Council for November 2015 shall be held on November 16, 2015, at 6:30 p.m. at the American Legion Hall in Bella Vista instead of its previously scheduled date.

PASSED this _____ day of _____, 2015.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Approved as to form:

Jason B. Kelley
Staff Attorney

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney