



BELLA VISTA

A place to call home

MEETING: **CITY COUNCIL WORK SESSION**

DATE AND TIME: **Monday, December 14, 2015 – 5:30 P.M.**

Location: **City Hall Conference Room**
101 Town Center, Bella Vista, Arkansas

- I. **CALL TO ORDER**: This meeting has been given public notice in accordance with the Section 25-19-106 of the Freedom of Information Act, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ROLL CALL**: Mayor Peter Christie, Aldermen Frank Anderson, John Flynn, Allen King, Becky Morgan, James Wozniak and Larry Wilson
- III. **NEW BUSINESS**:
 - A. **ORDINANCE NO 2015-ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC, AND FOR OTHER PURPOSES.** Second reading.
 - B. **ORDINANCE NO 2015- AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO ESTABLISH A BELLA VISTA ARTS COUNCIL, TO DEFINE ITS MEMBERSHIP, PURPOSE, POWERS AND DUTIES, AND FOR OTHER PURPOSES.**
 - C. **ORDINANCE NO. 2015-AMENDING SECTION 109-166(a) OF THE MUNICIPAL CODE TO PROVIDE FOR STRICTER ACCESSORY STRUCTURE SETBACKS, AND FOR OTHER PURPOSES.**
 - D. **ORDINANCE NO. 2015- ACCEPTING AND CONFIRMING RIGHTS-OF-WAY DEDICATED TO THE PUBLIC FOR MEMORIAL DRIVE, AND FOR OTHER PURPOSES.**
 - E. **ORDINANCE NO. 2015-WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF BACKHOE REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED \$65,000.00, FROM SCOTT EQUIPMENT, AMENDING THE 2016 CITY BUDGET, AND FOR OTHER PURPOSES.**
 - F. **R2015- RESOL UTION- AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2015 ANNUAL CITY BUDGET.**

- G. R2015-RESOLUTION-** RE-APPOINTING MEMBERS TO THE BOARD OF CONSTRUCTION APPEALS TO FILL EXPIRING TERMS.
- H. R2015-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LONE STAR EMERGENCY VEHICLES, THROUGH THE HOUSTON GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING PROGRAM, IN AN AMOUNT NOT TO EXCEED \$216,000.00, FOR THE PURCHASE OF A 2016 4X4 CHIEF XL BRAUN AMBULANCE FOR USE BY THE FIRE DEPARTMENT.
- I. R2015-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH WAL-MART STORES, INC. IN THE ANNUAL AMOUNT OF \$12,000.00 FOR THE PURPOSE OF THE CITY PROVIDING EMERGENCY FIRE RESPONSE COVERAGE TO WAL-MART FACILITIES LOCATED IN MCDONALD COUNTY, MISSOURI, AND FOR OTHER PURPOSES.
- J. R2015-RESOLUTION-** APPOINTING MEMBER TO THE BOARD OF ZONING ADJUSTMENT TO FILL VACATED POSITION.
- K. R2015-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES.
- L. R2015-RESOLUTION-**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SIXTH ADDENDUM TO THE LEASE AGREEMENT WITH COOPER COMMUNITIES, INC. FOR SPACE FOR THE STREET DEPARTMENT ON PINION DRIVE.
- M. R2015-RESOLUTION-**ACCEPTING RECREATIONAL TRAIL PROPERTY FROM COOPER COMMUNITIES, INC., SUBJECT TO TERMS AND CONDITIONS, FOR PURPOSES OF FACILITATING A PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY.

DISCUSSION –

MEETINGS AND ANNOUNCEMENTS:

- **City Council Regular Meeting is Monday, Dec. 21, 2015**

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.

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

MEETING DATE: November 16, 2016 – Regular Meeting

AGENDA ITEM:

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

SUBMITTED BY: Christopher Suneson, PLA

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

PLA-2015-23132 was reviewed by the Planning Commission on November 09, 2015. This item is a lot split for Danny and Carlene Looney on Benton County Parcel #18-07966-000, in total comprising approximately 40.64 acres of land. The instrument creates two parcels of 3.51 and 37.13 acres, with the smaller parcel intended to be conveyed to a family member as a wedding present. It provides for right-of-way dedications for both Looney Road and Henson Road to conform to Master Street Plan requirements. The survey instrument would convey utility and drainage easements in conformance with the Subdivision regulations of the municipal code.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

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

Staff is requesting waiver of the normal three readings of the ordinance to expedite recordation of the document.

ACTION REQUESTED:
Motion to adopt

ORDINANCE NO. 2015-_____

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

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

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

WHEREAS, on November 09, 2015, the Bella Vista Planning Commission reviewed and recommended approval of PLA-2015-23132, requiring the easement dedication on the subject parcel.

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

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

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

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

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO ESTABLISH A BELLA VISTA ARTS COUNCIL, TO DEFINE ITS MEMBERSHIP, PURPOSE, POWERS AND DUTIES, AND FOR OTHER PURPOSES

WHEREAS, promotion, encouragement and appreciation of the arts is an important part of cultural life in the City of Bella Vista; and

WHEREAS, establishing a group of interested citizens to advise the City with regard to artistic displays on public property is deemed advisable;

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

SECTION 1: The Code of Ordinances of the City of Bella Vista, Arkansas is hereby amended by adding a new Chapter 5—Boards, Commissions and Committees, which shall read as follows:

**“CHAPTER 5
BOARDS, COMMISSIONS AND COMMITTEES**

**Article I. In General
(Reserved)**

Article II. Arts Council

Sec. 5-1 Arts Council Established; Membership

- (a) There is hereby created an advisory board of the City of Bella Vista called the Bella Vista Arts Council. The Council shall have three (3) members appointed by the Mayor, with the approval of the City Council. Upon initial appointment the three (3) members’ terms shall be staggered such that one member shall serve a one (1) year term, one member shall serve a two (2) year term, and one member shall serve a three (3) year term. After the conclusion of the initial terms, all appointments or reappointments shall be for a term of three (3) years.
- (b) Members of the Bella Vista Arts Council shall be artistic professionals or residents of the city of diverse backgrounds with strong interests in the arts and culture of Bella Vista.
- (c) At its first meeting, and every year thereafter, members of the Bella Vista Arts Council shall name a Chairperson.

Sec. 5-2 Purpose

The purpose of the Bella Vista Arts Council shall be to promote and encourage the appreciation and enhancement of the arts and culture in Bella Vista.

Sec. 5-3 Powers and Duties

- (a) The Bella Vista Arts Council shall have the following powers and duties:
- (1) Review art to be located on public property or rights-of-way that has been or is to be donated to the City of Bella Vista and make recommendations to the Mayor and City Council with regard to the same, respecting the diversity of art and giving consideration to the efforts of a potential donor to the City;
 - (2) Advise the Mayor and City Council on matters related to using public art to enhance existing development;
 - (3) Advise the Mayor and City Council on how to increase public awareness and enjoyment of the visual arts;
 - (4) Advise the Mayor and City Council on how to increase the value and aesthetics of public lands and buildings to enrich the City economically, socially and culturally;
 - (5) Advise the Mayor and City Council on establishing a process for selecting and exhibiting art on city-owned property;
 - (6) Advise the Mayor and City Council on the implementation of public art programs;
 - (7) Ensure that artwork and the creative concepts of artists are supported;
 - (8) Provide advice and input with the planning of capital improvement projects undertaken by the City where there is potential for aesthetic involvement and where the arts may be incorporated into the final design of the project. This may include streets, trails, structures and infrastructure improvements; and
 - (9) Adopt rules for the conduct of its business meetings.”

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

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

MEETING DATE: December 21, 2015 Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Amending Section 109-166(a) of the Municipal Code to Provide for Stricter Accessory Structure Setbacks, and for Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: The recent construction of an accessory storage building in the front yard of 17 Brompton Lane has caused concern from residents. At the request of several alderman, Staff has prepared the following amendment to the municipal code that would require placement of accessory structures behind the front plane of the primary structure on a lot. Section 109-166(a) currently reads:

Sec. 109-166. - Accessory buildings.

- (a) Nonresidential buildings. An accessory nonresidential building may be erected detached from the principal building, or, except when a stable, may be erected as an integral part of the principal building.
- (1) Attached accessory. An accessory building attached to a main building shall be made structurally a part and have a common wall with the main building and shall comply in all respects with the requirements of this article applicable to the principal building.
 - (2) Size. An accessory building shall be no larger than 720 square feet and shall have a similar architecture to that of the main structure.
 - (3) Setbacks. Detached accessory nonresidential buildings shall meet all setbacks for the zone as designated.
 - (4) Height. Accessory buildings shall not exceed the maximum height as allowed by the zoning district in which it is located.
 - (5) Barns and stables. Barns and stables shall not be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which they are located.

Proposed revisions, with deletions indicated with ~~strikethrough~~ text and additions in **bold text**, would read as such:

Sec. 109-166. - Accessory buildings.

- (a) *Nonresidential buildings.* An accessory nonresidential building may be erected detached from the principal building, or, except when a stable, may be erected as an integral part of the principal building.
- (1) *Attached accessory.* An accessory building attached to a main building shall be made structurally a part and have a common wall with the main building and shall comply in all respects with the requirements of this article applicable to the principal building.
 - (2) ~~Size. An accessory building shall be no larger than 720 square feet and shall have a similar architecture to that of the main structure.~~
Setbacks. Detached accessory. Detached accessory nonresidential buildings shall meet all setbacks for the zone ~~as designated~~ **in which they are located, and shall be located at or behind the front plane of the primary structure.**
 - (3) *Height.* Accessory buildings shall not exceed the maximum height as allowed by the zoning district in which it is located.
 - (4) *Barns and stables.* Barns and stables shall not be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which they are located.

The effect of this amendment would ensure, for construction after the passage of the amendment, that 1) accessory structures would be located at or behind the primary structure on a lot, and 2) remove size limitations on those accessory structure.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt

ORDINANCE NO. 2015-_____

AMENDING SECTION 109-166(a) OF THE MUNICIPAL CODE TO PROVIDE FOR STRICTER ACCESSORY STRUCTURE SETBACKS, AND FOR OTHER PURPOSES

WHEREAS, Section 109-166(a) provides that nonresidential accessory structures shall meet the building setbacks for the zoning district in which they are located; and

WHEREAS, It is hereby found that nonresidential accessory structures should be located behind the primary structure on a lot.

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

SECTION 1. Section 109-166(a) of the Municipal Code shall read as follows:

Sec. 109-166. - Accessory buildings.

- (a) *Nonresidential buildings.* An accessory nonresidential building may be erected detached from the principal building, or, except when a stable, may be erected as an integral part of the principal building.
- (1) *Attached accessory.* An accessory building attached to a main building shall be made structurally a part and have a common wall with the main building and shall comply in all respects with the requirements of this article applicable to the principal building.
 - (2) *Detached accessory.* Detached accessory nonresidential buildings shall meet all setbacks for the zone in which they are located, and shall be located at or behind the front plane of the primary structure.
 - (3) *Height.* Accessory buildings shall not exceed the maximum height as allowed by the zoning district in which it is located.
 - (4) *Barns and stables.* Barns and stables shall not be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which they are located.
-

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

*Requested by: Mayor Christie, Alderman Flynn, Alderman Anderson
Prepared by: Christopher Suneson, PLA, Director of Community Development Services*

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

MEETING DATE: December 21, 2015 – Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Accepting and Confirming Rights-of-Way Dedicated to the Public for Memorial Drive, and for Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Memorial Drive is classified as a Residential Street in the Bella Vista Master Street Plan, requiring 40' of right-of-way dedication. Previous platting of the area has never formally adopted a right-of-way along the street alignment, and has remained a private street.

Due to its perception of a public street, the administration approached Cooper Communities about dedicating Memorial Drive to the public so that the City can begin formal maintenance of the street in the future. Prior to acceptance of the right-of-way, it was determined by the Administration that repairs to the existing street surface were needed and that should be at Cooper Communities' cost. Working cooperatively with the organization, repairs were made to the Memorial Drive street surface and billed to Cooper. At this time, the street surface is in good condition as determined by the Streets Department and is ready for acceptance.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: Staff recommends approval of this ordinance, and is requesting that the City Council waive its normal three readings to expedite the dedication to the public.

ACTION REQUESTED:
Motion to adopt

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2015/395
Term/Cashier: CASH5/Jimmy Bennett
01/05/2015 2:43:08PM
Tran#: 314652
Total Fees: \$40.00

QUITCLAIM DEED
(Corporation)

KNOW ALL MEN BY THESE PRESENTS:

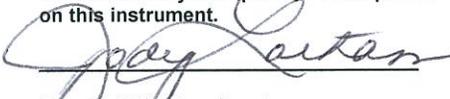
THAT **COOPER COMMUNITIES, INC.**, a Delaware corporation, by its Sr. Vice President and Assistant Secretary joined by **COOPER REALTY INVESTMENTS, INC.**, by its Sr. Vice President and Assistant Secretary as **Grantors**, duly authorized by proper resolutions of Board of Directors, for consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, convey and quitclaim unto **CITY OF BELLA VISTA, ARKANSAS**, as Grantee, and unto its successors and assigns forever the following described land, situated in the County of Benton, State of Arkansas, to wit;

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2015/395
Term/Cashier: CASH5/Jimmy Bennett
01/05/2015 2:43:08PM
Tran#: 314652
Total Fees: \$40.00

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Recorded in the Above
DEED Book & Page
01/05/2015

No documentary stamps required

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.


Grantee/Affiant or Agent

See Legal description attached as Exhibit "A", Exhibit "B" and Exhibit "C".

ALL ROADS AND STREETS CONVEYED BY THIS DEED WHICH HAVE NOT PREVIOUSLY BEEN SO DEDICATED ARE HEREBY DEDICATED TO THE GENERAL PUBLIC.

Per recorded plat or plats, and subject to the notes and other indicated restrictions, if any, on said plat or plats and subject to the conditions, covenants, reservations, easements, charges and liens reflected in the Declarations and Supplemental Declarations filed in connection therewith in the office of the circuit Court Clerk and Ex-Officio Recorder of said County and state.

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns forever, with all appurtenances thereunto belonging,

IN TESTIMONY WHEREOF, the names of the Grantors are hereunto affixed by their respective Senior Vice Presidents and Assistant Secretaries, to be effective as of the ___ day of December, 2014.

ATTEST:
[Signature]

COOPER COMMUNITIES, INC.
By: [Signature]

ATTEST:
[Signature]

COOPER REALTY INVESTMENTS, INC.
By: [Signature]

ACKNOWLEDGEMENT

STATE OF ARKANSAS

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COUNTY OF BENTON

BE IT REMEMBERED, that on this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named William H. Kennedy III, Senior Vice President and Gene Crosselos, Assistant Secretary of Cooper Communities, Inc. to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and notarial seal this 29th day of December, 2014.

[Signature]
Notary Public



ACKNOWLEDGEMENT

STATE OF ARKANSAS

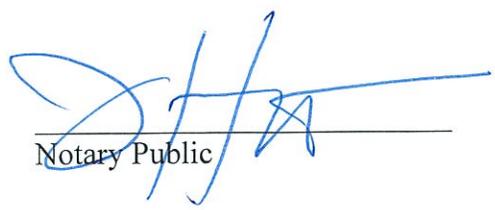
ss

COUNTY OF BENTON

BE IT REMEMBERED, that on this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named Gene Crosselos, Senior Vice President and William H. Kennedy III, Assistant Secretary of Cooper Realty Investments, Inc. to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of

said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and notarial seal this 29th day of DECEMBER, 2014.



Notary Public



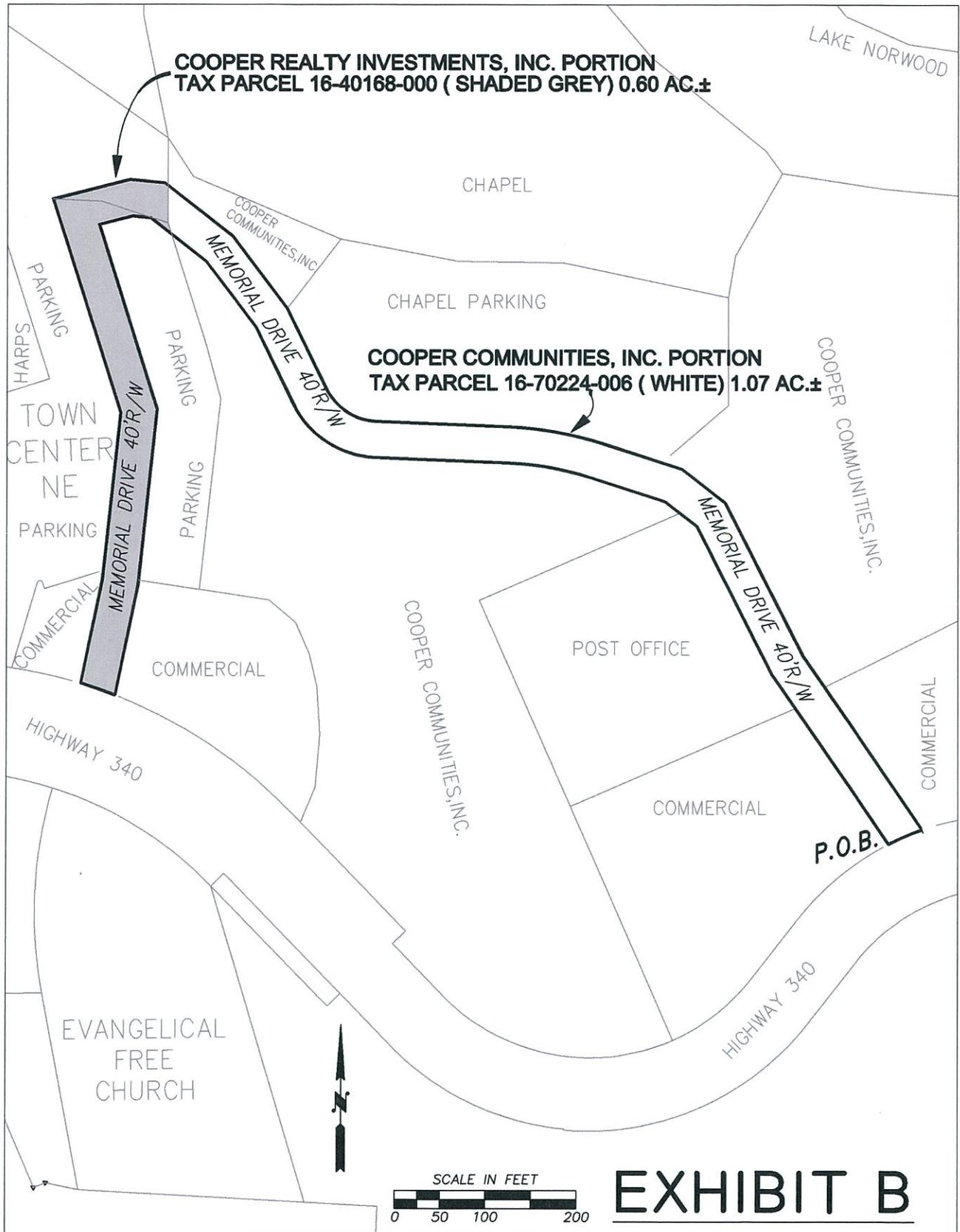
Return to:

Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756
Attn: Jill Hopper

This instrument prepared by:

Legal Dept., Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

Book 2015 Page 397
Recorded in the Above
DEED Book & Page
01/05/2015



Book 2015 Page 399
 Recorded in the Above
 DEED Book & Page
 01/05/2015

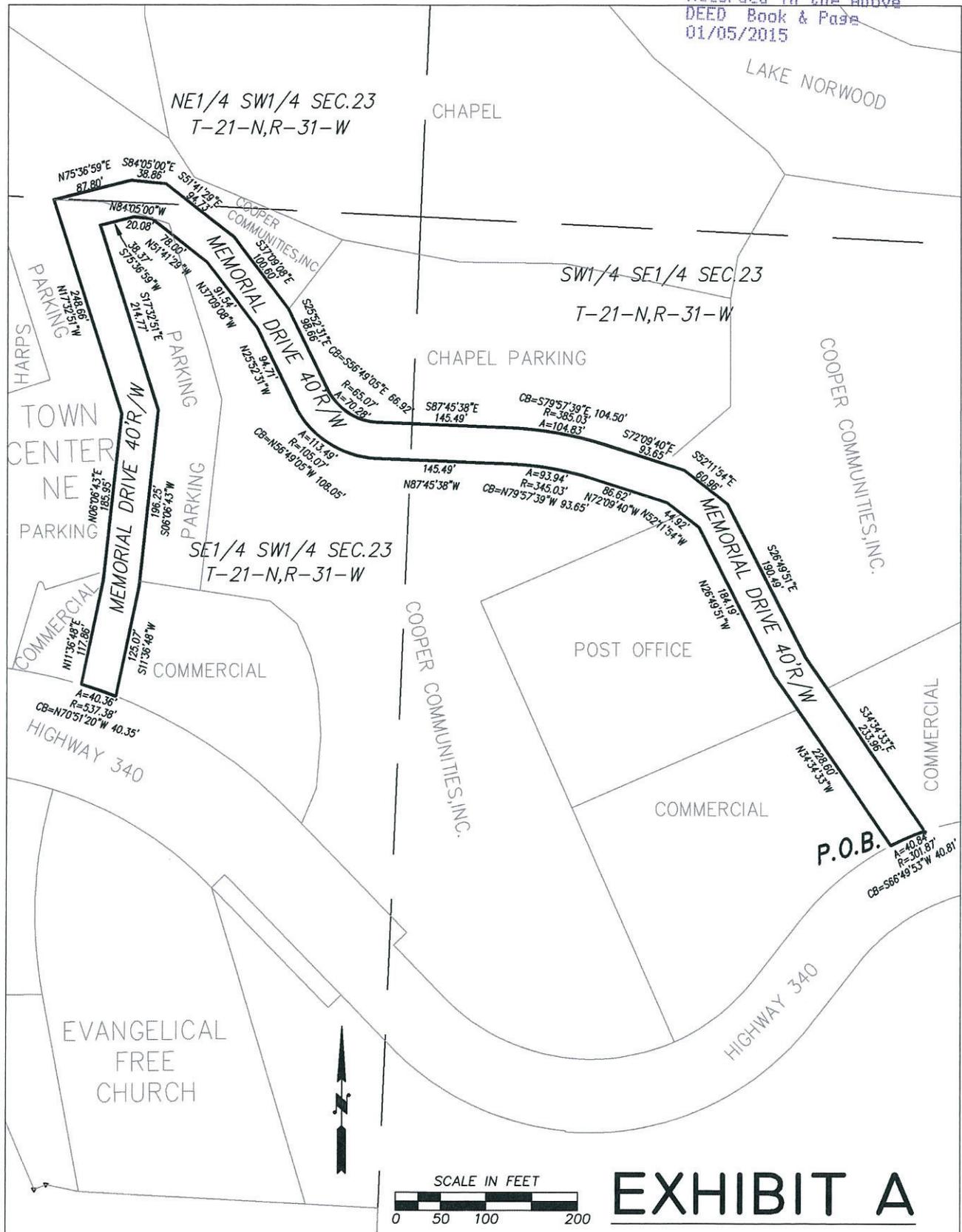
LEGAL DESCRIPTION
MEMORIAL DRIVE 40' RIGHT OF WAY

A PARCEL OF LAND LYING IN THE SW1/4 OF THE SE1/4, THE NE1/4 OF THE SW1/4 AND IN THE SE1/4 OF THE SW1/4 OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 749.83 FEET NORTH AND 2037.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST; (ARKANSAS STATE PLANE COORDINATES OF NORTH 786,466.855 FEET AND EAST 1,342,458.921 FEET); THENCE, N 34°34'33" W FOR 228.60 FEET; THENCE, N 26°49'51" W FOR 184.19 FEET; THENCE, N 52°11'54" W FOR 44.92 FEET; THENCE, N 72°09'40" W FOR 86.62 FEET; THENCE, 93.94 FEET ALONG THE ARC OF A 345.03 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 79°57'39" W FOR 93.65 FEET; THENCE, N 87°45'38" W FOR 145.49 FEET; THENCE, 113.49 FEET ALONG THE ARC OF A 105.07 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF N 56°49'05" W FOR 108.05 FEET; THENCE, N 25°52'31" W FOR 94.71 FEET; THENCE, N 37°09'08" W FOR 91.54 FEET; THENCE, N 51°41'29" W FOR 78.00 FEET; THENCE, N 84°05'00" W FOR 20.08 FEET; THENCE, S 75°36'59" W FOR 38.37 FEET; THENCE, S 17°32'51" E FOR 214.77 FEET; THENCE, S 06°06'43" W FOR 196.25 FEET; THENCE, S 11°36'48" W FOR 125.07 FEET; THENCE, 40.36 FEET ALONG THE ARC OF A 537.38 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 70°51'20" W FOR 40.35 FEET; THENCE, N 11°36'48" E FOR 117.86 FEET; THENCE, N 06°06'43" E FOR 185.95 FEET; THENCE, N 17°32'51" W FOR 248.66 FEET; THENCE, N 75°36'59" E FOR 87.80 FEET; THENCE, S 84°05'00" E FOR 38.86 FEET; THENCE, S 51°41'29" E FOR 94.73 FEET; THENCE, S 37°09'08" E FOR 100.60 FEET; THENCE, S 25°52'31" E FOR 98.66 FEET; THENCE, 70.28 FEET ALONG THE ARC OF A 65.07 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF S 56°49'05" E FOR 66.92 FEET; THENCE, S 87°45'38" E FOR 145.49 FEET; THENCE, 104.83 FEET ALONG THE ARC OF A 385.03 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF S 79°57'39" E FOR 104.50 FEET; THENCE, S 72°09'40" E FOR 93.65 FEET; THENCE, S 52°11'54" E FOR 60.96 FEET; THENCE, S 26°49'51" E FOR 190.49 FEET; THENCE, S 34°34'33" E FOR 233.96 FEET; THENCE, 40.84 FEET ALONG THE ARC OF A 301.87 FOOT RADIUS CURVE TO THE LEFT; SAID ARC HAVING A CHORD OF S 66°49'53" W FOR 40.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1.665 ACRES, MORE OR LESS.

Book 2015 Page 400
Recorded in the Above
DEED Book & Page
01/05/2015

Benton County, AR
I certify this instrument was filed on
01/05/2015 2:43:08PM
and recorded in DEED Book
2015 at pages 395 - 400
Brenda DeShields-Circuit Clerk

EXHIBIT C



DISCLAIMER: THIS PICTORIAL REPRESENTATION DOES NOT REFLECT, AND IS NOT BASED ON A CURRENT SURVEY OF ANY PORTION OF THE BOUNDARIES. HOWEVER, IT IS BELIEVED THAT THIS PICTORIAL REPRESENTATION REFLECTS WITH REASONABLE ACCURACY THE BOUNDARIES OF THE PROPERTY IMMEDIATELY DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING, NO PARTY MAY RELY UPON THE ACCURACY OF THE PICTORIAL REPRESENTATION.

LEGAL DESCRIPTION
MEMORIAL DRIVE 40' RIGHT OF WAY

A PARCEL OF LAND LYING IN THE SW1/4 OF THE SE1/4, THE NE1/4 OF THE SW1/4 AND IN THE SE1/4 OF THE SW1/4 OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 749.83 FEET NORTH AND 2037.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 23, TOWNSHIP 21 NORTH, RANGE 31 WEST; (ARKANSAS STATE PLANE COORDINATES OF NORTH 786,466.855 FEET AND EAST 1,342,458.921 FEET); THENCE, N 34°34'33" W FOR 228.60 FEET; THENCE, N 26°49'51" W FOR 184.19 FEET; THENCE, N 52°11'54" W FOR 44.92 FEET; THENCE, N 72°09'40" W FOR 86.62 FEET; THENCE, 93.94 FEET ALONG THE ARC OF A 345.03 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 79°57'39" W FOR 93.65 FEET; THENCE, N 87°45'38" W FOR 145.49 FEET; THENCE, 113.49 FEET ALONG THE ARC OF A 105.07 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF N 56°49'05" W FOR 108.05 FEET; THENCE, N 25°52'31" W FOR 94.71 FEET; THENCE, N 37°09'08" W FOR 91.54 FEET; THENCE, N 51°41'29" W FOR 78.00 FEET; THENCE, N 84°05'00" W FOR 20.08 FEET; THENCE, S 75°36'59" W FOR 38.37 FEET; THENCE, S 17°32'51" E FOR 214.77 FEET; THENCE, S 06°06'43" W FOR 196.25 FEET; THENCE, S 11°36'48" W FOR 125.07 FEET; THENCE, 40.36 FEET ALONG THE ARC OF A 537.38 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF N 70°51'20" W FOR 40.35 FEET; THENCE, N 11°36'48" E FOR 117.86 FEET; THENCE, N 06°06'43" E FOR 185.95 FEET; THENCE, N 17°32'51" W FOR 248.66 FEET; THENCE, N 75°36'59" E FOR 87.80 FEET; THENCE, S 84°05'00" E FOR 38.86 FEET; THENCE, S 51°41'29" E FOR 94.73 FEET; THENCE, S 37°09'08" E FOR 100.60 FEET; THENCE, S 25°52'31" E FOR 98.66 FEET; THENCE, 70.28 FEET ALONG THE ARC OF A 65.07 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A CHORD OF S 56°49'05" E FOR 66.92 FEET; THENCE, S 87°45'38" E FOR 145.49 FEET; THENCE, 104.83 FEET ALONG THE ARC OF A 385.03 FOOT RADIUS CURVE TO THE RIGHT, SAID ARC HAVING A CHORD OF S 79°57'39" E FOR 104.50 FEET; THENCE, S 72°09'40" E FOR 93.65 FEET; THENCE, S 52°11'54" E FOR 60.96 FEET; THENCE, S 26°49'51" E FOR 190.49 FEET; THENCE, S 34°34'33" E FOR 233.96 FEET; THENCE, 40.84 FEET ALONG THE ARC OF A 301.87 FOOT RADIUS CURVE TO THE LEFT; SAID ARC HAVING A CHORD OF S 66°49'53" W FOR 40.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1.665 ACRES, MORE OR LESS.

Book 2015 Page 400
Recorded in the Above
DEED Book & Page
01/05/2015

Benton County, AR
I certify this instrument was filed on
01/05/2015 2:43:08PM
and recorded in DEED Book
2015 at pages 395 - 400
Brenda DeShields-Circuit Clerk

EXHIBIT C

ORDINANCE NO. 2015-_____

**ACCEPTING AND CONFIRMING RIGHTS-OF-WAY DEDICATED TO THE PUBLIC
FOR MEMORIAL DRIVE, AND FOR OTHER PURPOSES.**

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

WHEREAS, Cooper Communities has expressed a willingness to dedicate rights-of-way encompassing 40' of width along the Memorial Drive street alignment.

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

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

PASSED THIS ___ DAY OF _____, 2015.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

Mayor Peter Christie

ATTEST:

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

*Requested by: Mayor Christie
Prepared by: Christopher Suneson, PLA, Director of Community Development Services*

Memorandum

December 9, 2015

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Repair bill for Backhoe

Recently we had a City backhoe that sustained some major damage due to an accident. Our insurance provider has already presented us with a settlement check in the amount of \$59,866.00 and the backhoe is currently being repaired by Scott Equipment Company in Springdale AR. It is estimated that we will receive an invoice perhaps this budget season, but most likely it will appear in the 2016 budget cycle. The final cost may exceed the settlement check up to \$65,000.00 and then we would have to go back to insurance provider to make up the difference.

With that, I would recommend that the Bella Vista City Council approve a budget amendment utilizing insurance revenue towards account 53500 for the purpose paying the repair bill to Scott Equipment not to exceed \$65,000.00

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF BACKHOE REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED \$65,000.00, FROM SCOTT EQUIPMENT, AMENDING THE 2016 CITY BUDGET, AND FOR OTHER PURPOSES

WHEREAS, the City recently suffered damage to a Street Department backhoe during its operation; and

WHEREAS, insurance coverage proceeds are available to pay for damage repairs to the backhoe; and

WHEREAS, Scott Equipment was determined to be the lowest cost provider of repair services by the insurance adjuster handling the case on behalf of the City's insurance carrier; and

WHEREAS, an amendment to the 2016 City budget is necessary to recognize the insurance proceeds revenue and authorize the expenditure for the repairs;

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

SECTION 1. The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes the purchase of backhoe repair services, in an amount not to exceed \$65,000.00, from Scott Equipment.

SECTION 2. The 2016 City budget is hereby amended to recognize insurance proceeds related to the claim for damage as stated above, and there is hereby appropriated to budget account #53500 the amount of said proceeds for the payment of repairs authorized herein.

PASSED THIS ____ DAY OF _____, 20____.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING BUDGETARY FUNDING TRANSFERS BETWEEN DEPARTMENTS IN THE 2015 ANNUAL CITY BUDGET

WHEREAS, expenditures for certain City departments may necessarily exceed 2014 annual budgeted amounts; and

WHEREAS, the total authorized expenditures for the 2015 annual budget will not exceed budgeted amounts since certain departments will not expend their total 2014 annual budget; and

WHEREAS, designated revenues cannot be used for an undesignated purpose;

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

Section 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the transfer of funds between departments in the 2015 annual budget to bring departmental budgets into balance, if necessary. The authorized total expenditures in the 2015 annual budget shall not be exceeded.

Section 2: In exercising this authority, no designated revenues shall be used for any impermissible or undesignated purpose.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

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

MEETING DATE: November 9, 2015

AGENDA ITEM: Resolution-2015-

ITEM TITLE: Re-appointing persons to the Board of Construction Appeals to fill
two (2) expiring terms

SUBMITTED BY: Steve Cash, Chief Building Inspector
Jennifer Bonner, Senior Planner

SUMMARY: Terms for this board expire every year on January 1st. This resolution
is for the re-appointment of two (2) current board members.

ATTACHMENT: Ordinance Resolution Other

RECOMMENDATION: Staff recommends approval of this resolution.

ACTION REQUESTED: Motion to adopt

RESOLUTION NO. R2015-_____

**RE-APPOINTING MEMBERS TO THE BOARD OF CONSTRUCTION
APPEALS TO FILL EXPIRING TERMS**

WHEREAS, the City Council passed Ordinance 2009-24 to adopt the Building Code and in turn created the Board of Construction Appeals;

WHEREAS, the Board of Construction Appeals now consists of five members who serve staggered three-year terms that expire on January 1 of each year;

WHEREAS, the terms for Positions 4 and 5 are due to expire on January 1, 2016;

WHEREAS, members of the Board of Construction Appeals are appointed by the Mayor and approved by the City Council; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS, based on the recommendation of the Mayor, that the following individuals with the term expirations noted shall be re-appointed to the Board of Construction Appeals, effective January 1, 2016:

<u>Position</u>	<u>Name</u>	<u>Term Expiring January 1:</u>
4.	Mr. John Nuttall	2019
5.	Mr. Stanley Moore	2019

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LONE STAR EMERGENCY VEHICLES, THROUGH THE HOUSTON GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING PROGRAM, IN AN AMOUNT NOT TO EXCEED \$216,000.00, FOR THE PURCHASE OF A 2016 4X4 CHIEF XL BRAUN AMBULANCE FOR USE BY THE FIRE DEPARTMENT

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Lone Star Emergency Vehicles, through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Program, in an amount not to exceed \$216,000.00, for the purchase of a 2016 4x4 Chief XL Braun ambulance for use by the Fire Department.

Section 2: Payment shall be made from budgeted funds provided in the 2016 annual City budget.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

EMERGENCY FIRE RESPONSE COVERAGE AGREEMENT

This Emergency Fire Response Coverage Agreement (“Agreement”) is made this day of _____, 2015 (“Effective Date”), between WAL-MART STORES, INC. (“Wal-Mart”), a Delaware corporation, with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas, 72716, and the City of Bella Vista’s Fire Department (“Fire Department”), located at _____ (collectively the “Parties” and individually a “Party”).

WHEREAS, Wal-Mart operates a data center, a retail establishment and a _____ in McDonald County, Missouri in which people and property are present; (“Walmart Facilities”);

WHEREAS, Fire Department is empowered to provide for emergency medical and fire response services through trained and qualified employees and volunteers (“Employees”); and

WHEREAS, Wal-Mart desires to contract with Fire Department to provide emergency fire response coverage services including but not limited to fire suppression for its Walmart Facilities;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES.

1.1 Fire Department shall provide fire response coverage to Walmart’s Data Center located at 183 Bear Hollow Road, Pineville, Missouri, Walmart’s retail establishment located at 100 Commercial Drive, Pineville, Missouri and Walmart’s complex at 27 Bear Hollow Road, Pineville, Missouri (together “Walmart Facilities”). The fire response coverage will be in the form of responding to calls of a fire related emergency at Walmart’s Facilities and in good faith providing emergency and fire suppression services as well as yearly training as more fully described herein (“Services”). The Services shall only encompass duties and functions customarily rendered by Fire Department. Fire Department Employees providing Services to the Wal-Mart Facilities shall at all times be subject to the control and direction of Fire Department.

1.2 Wal-Mart shall not exercise control over Fire Department’s Services or activities and Fire Department responders shall act in accordance with local, state and federal law.

1.3 Fire Department may, in its sole discretion, interrupt their provision of Services in order to discharge their public duties as fire fighters and first responders and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. Wal-Mart shall not be obligated to pay for and Fire Department shall not charge fees for activities performed after Fire Department interrupts or terminates the provision of Services.

1.4 On an annual basis, Fire Department will visit the Wal-Mart Facilities and conduct training on how they would respond to an event at the Wal-Mart Facilities. Wal-Mart will cooperate and assist with this annual visit and training.

2. TERM AND TERMINATION This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the Parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other Party. The _____ has sole authority to terminate this Agreement on behalf of Fire Department. In the event of a material breach by a Party, the non-breaching Party shall have the right to terminate this Agreement immediately.

3. PAYMENT. In exchange for Services rendered, Wal-Mart shall pay Fire Department a yearly fee of twelve thousand dollars (\$12,000). Invoices shall be mailed to Wal-Mart on an annual basis. Wal-Mart shall pay Fire Department thirty (30) days of receipt of the invoice. Fire Department will be responsible for insurance and all expenses incurred in providing Services to Wal-Mart. Wal-Mart shall not be responsible for Fire Department Employee's pay and, thus, shall not be responsible for withholding taxes, Social Security taxes, payroll expenses, workers' compensation insurance, benefits, professional liability insurance, and state and federal unemployment insurance. In the event of termination of this Agreement, Walmart will be reimbursed for services not yet provided by the Fire Department on a pro rata basis.

4. FIRE DEPARTMENT'S STATUS AS INDEPENDENT CONTRACTOR. Wal-Mart and Fire Department enter into this Agreement at arms' length. Fire Department at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither Wal-Mart nor Fire Department shall hold itself out as the representative or agent of the other Party. Neither Wal-Mart nor Fire Department has the right and neither shall seek to exercise any control over the other Party, its Employees, its Officers or its agents. Fire Department, its Employees responding to Walmart's Facilities shall not be deemed employees or joint employees of Wal-Mart for any purpose. Fire Department retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees discharge their professional and work duties. Fire Department is responsible for instructing and training its Employees consistent with this Agreement. Fire Department retains the sole right and authority to decide and direct which Employees it shall assign, at what times to provide Services under this Agreement. Fire Department shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its Employees. Neither Fire Department nor its employees or agents are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that Wal-Mart may provide to its employees. It is understood that Wal-Mart will not provide and shall not be responsible for worker's compensation insurance for Fire Department or any Employee of Fire Department. Responsibility for providing such coverage remains solely with Fire Department. When rendering Services at the Facilities, Employees act solely as the agents of Fire Department.

5. LEGAL COMPLIANCE. Fire Department represents and warrants that it has secured and shall maintain all required licenses, permits and certificates applicable to its activities and obligations, and shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. Fire Department warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers. Fire Department warrants specifically that it shall be

responsible exclusively for and, in accordance with the law, shall pay to its Employees all compensation, salary and any other remuneration due in connection with Services performed by them under this Agreement. If Fire Department breaches this Section, Wal-Mart may, in its sole discretion, terminate this Agreement immediately.

6. INDEMNITY. Neither Party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other Party or the other Party's employees or agents in the performance of this Agreement.

7. NON-EXCLUSIVITY. This Agreement is non-exclusive between the Parties. Wal-Mart and Fire Department have the right to enter into similar relationships with any other entities.

8. NOTICES. Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other Party shown below.

To Wal-Mart:

Wal-Mart Stores, Inc.
1106 Southeast 5th Street
Bentonville, Arkansas 72716-0610
Attn: Facility Security

With copy to:
Wal-Mart Stores, Inc.
702 Southwest 8th Street
Bentonville, AR 72716-0215

Attn: Legal – GSATE

To Fire Department:

Attn:
Phone:

9. ASSIGNMENT OF RIGHTS. This Agreement, or any of the Parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either Party without the prior written consent of the other Party.

10. SURVIVAL. No termination or expiration of this Agreement shall affect the rights and obligations of the Parties accruing prior to the effective date of termination or expiration.

11. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a Party hereto, including any Officer.

12. NO FIDUCIARY RELATIONSHIP. Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the Parties hereto, or any Officer.

13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the Parties has signed one or more counterparts.

14. ENTIRE AGREEMENT; MODIFICATION. This Agreement with Exhibits constitutes the entire agreement of the Parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the Parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both Parties.

15. SECTION HEADINGS. Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

16. SEVERABILITY. The Parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

17. COSTS AND ATTORNEYS FEES. In the event that an action is brought by either Party under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs in addition to damages which may be awarded by the judge or jury.

18. NO BUSINESS GUARANTEE; NO RELIANCE ON ORAL REPRESENTATIONS OR PROMISES. Fire Department specifically acknowledges that Wal-Mart has no obligation to do any minimum amount of business with Fire Department under this Agreement, and that no person has authority to make any representations or promises of business with Fire Department on behalf of Wal-Mart, and that no person has authority to make any representations or promises about Wal-Mart's intentions or expectations of renewing or extending this Agreement or doing any future business with Fire Department, except as may be contained in writing and signed by an officer of Wal-Mart. Any expenditures or investments or commitments made by Fire Department in reliance on future business from Wal-Mart pursuant to this Agreement or otherwise are done at Fire Department's own risk and without any obligation whatsoever on the part of Wal-Mart, unless in writing and signed by an officer of Wal-Mart.

19. NOT A GOVERNMENT CONTRACTOR. This Agreement is not intended to and does not create a government contract that would cause Wal-Mart to be considered a government contractor.

IN WITNESS WHEREOF, the Parties through their authorized representatives have executed this Agreement.

Wal-Mart Stores, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH WAL-MART STORES, INC. IN THE ANNUAL AMOUNT OF \$12,000.00 FOR THE PURPOSE OF THE CITY PROVIDING EMERGENCY FIRE RESPONSE COVERAGE TO WAL-MART FACILITIES LOCATED IN MCDONALD COUNTY, MISSOURI, AND FOR OTHER PURPOSES

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Wal-Mart Stores, Inc. in the annual amount of \$12,000.00 for the purpose of the City providing emergency fire response coverage to Wal-Mart facilities located in McDonald County, Missouri. A copy of the contract is attached to this Resolution as if set out word-for-word herein.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY

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

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

MEETING DATE: December 21, 2015

AGENDA ITEM: Resolution-2015-

ITEM TITLE: Appointing Person to the Board of Zoning Adjustment to fill One Vacant Position

SUBMITTED BY: Jennifer Bonner, Senior Planner

SUMMARY: Terms for this board expire every year on October 1st. This resolution is for the appointment of one new person to fill the unexpired term of a vacant position on the board.

ATTACHMENT: Ordinance Resolution Other

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

ACTION REQUESTED: Motion to adopt

RESOLUTION NO. R2015-_____

**APPOINTING MEMBER TO THE BOARD OF ZONING ADJUSTMENT
TO FILL VACATED POSITION**

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

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

WHEREAS, the person currently in Position 1 has taken a new employment position, relocated to another area of the country, and submitted their resignation to the board;

WHEREAS, the current term for Position 1 is due to expire on October 1, 2016; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLA VISTA, ARKANSAS, based on the recommendation of the Mayor, that the following individual with the term expiration noted shall be appointed to the Board of Zoning Adjustment, effective January 1, 2016:

<u>Position</u>	<u>Name</u>	<u>Term Expiring October 1:</u>
1.	Mr. A.J. Morris, Jr.	2016

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

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

MEETING DATE: 12/21/2015

AGENDA ITEM: 2015 Resolution

ITEM TITLE: AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES

SUBMITTED BY: Chief Stephen R Sims

SUMMARY EXPLANATION: The annual Benton County EMS contract that covers EMS response outside of Bella Vista that is in the county. These are areas that are already in our ESN response area and areas within the POA boundaries. It includes Bella Vista Heights, Parts of Dartmoor Road, Common Wealth, Looney road and BC-40 (McNelly Road)

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The Fire Department is asking the City Council to approve this Resolution so EMS can continue to be provided to the rural areas of Benton County that surrounds Bella Vista.

ACTION REQUESTED:

Motion to adopt

RESOLUTION NO. R2015-

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES

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

Section 1. That the Mayor and City Clerk are hereby authorized to enter into a contract with Benton County, Arkansas in the amount of \$10,000.00 for the provision of emergency medical services (ambulance services) to unincorporated portions of the county for calendar year 2016.

Motion to adopt-

Ayes:

Nays:

Passed and approved this ___th day of December, 2015.

ATTEST:

APPROVED:

Mayor Peter Christie

Wayne Jertson
City Clerk

APPROVED AS TO FORM:

Jason B. Kelley, Staff Attorney

Requested by Mayor

Drafted by: Jason B. Kelley, Staff Attorney

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT entered into between Benton County, a political subdivision of the State of Arkansas, and the City of Bella Vista, Arkansas, a municipal corporation of the State of Arkansas, hereinafter referred to as "CONTRACTOR", pursuant to ACA § 14-266-101, and for and in consideration of the mutual covenants and agreements herein set forth:

1. In exchange for the consideration to be paid by Benton County described herein, CONTRACTOR agrees to provide area coverage for emergency medical services to an area of unincorporated Benton County described in attachment "A." The services to be provided are as follows:

(a) Emergency response by trained personnel to matters reasonably requiring such response, including but not limited to traffic and other accidents, other incidents resulting in injury to persons, and other emergency medical response.

(b) One-way transportation for emergency medical care by advance life support ambulance (as that term is defined under Arkansas law and/or the regulations of the Arkansas Department of Health) to an emergency medical facility.

(c) Emergency care while en route to the emergency medical facility by qualified medical personnel.

2. The services described herein shall be provided by CONTRACTOR during calendar year 2016.

3. The ability of the County to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The contractor shall provide detailed and periodic reporting as follows:

A. Operational Reporting Requirements: The contractor shall provide within 30 days after each quarter, reports detailing its performance during the preceding quarter as it relates to emergency medical services provided pursuant to this agreement. At a minimum the contractor will include the following in its operational quarterly reports:

- Total responses
- Total transports
- Total patients transported
- Total responses and transport activity by ambulance unit
- Total cancelled calls (prior to arrival)
- Total patient refusals
- Distribution of responses by time of day and day of week
- Distribution of incidents by location (ambulance service zones)
- Description of incidents by call type
- Response time summary for all responses
- Response time summary by ambulance service zones
- Response time summary by ambulance unit

B. Financial Reports: The contractor shall organize and report its financial records in a manner to facilitate the direct comparisons between dispatch incident numbers and patient account records. The financial records will be provided to the County on a quarterly basis and organized to capture the following as it applies to emergency medical services provided pursuant to this agreement:

- Total expenses and revenues
- Total average charge per patient
- Total average patient charge for mileage
- 30, 60, and 90 day accounts receivable
- Distribution of payments by all payment groups (Medicare, Medicaid, private insurance, direct payment, non-collectables/bad debt)
- Quarterly collection rate (percentage) for all ambulance billings
- Total of uncollected accounts with 180 days of aging

4. In exchange for the services provided hereunder, CONTRACTOR shall be paid by Benton County the sum of \$10,000.00. Said amount shall be paid in quarterly installments upon CONTRACTOR rendering a bill to Benton County reflecting the amount to be due per quarter.

5. CONTRACTOR may also require payment of user fees by individuals receiving the services contemplated hereunder or their insurers as may be allowed by law. CONTRACTOR agrees that it will charge the same amount to persons receiving services under this agreement, and their insurers, if applicable, that it charges to persons receiving similar services within its City limits. Benton County shall have no liability to CONTRACTOR for any user fees it is unable to collect.

6. CONTRACTOR shall be responsible for all expenses of personnel and materials related to carrying out its obligations hereunder. CONTRACTOR shall pay any and all applicable taxes regarding its operations, including specifically taxes related to its employees. CONTRACTOR shall also pay for any required insurance for their employees for workers compensation.

7. CONTRACTOR covenants and agrees to perform the services provided by this agreement to the best of its ability. It may enter into mutual aid agreements with other providers of emergency medical services as it sees fit to carry out this contract in the same manner as the services it provides within its city limits or elsewhere.

8. Either party shall be entitled to terminate this agreement on thirty days written notice.

9. Notwithstanding anything contained in this Agreement for Emergency Medical Services to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any payments due under the agreement, including any extensions or renewals thereof, Benton County will notify CONTRACTOR of such occurrence and the agreement shall terminate on the last day of the fiscal period for which appropriations were received.

10. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the party to be charged.

WITNESS the hands and seals of the parties as of the _____ day of January, 2016.

BENTON COUNTY, ARKANSAS

By:

HON. ROBERT D. CLINARD, Benton County Judge

CITY OF BELLA VISTA, ARKANSAS

By:

HON. PETER CHRISTIE, Mayor

Attest: Wayne Jertson, City Clerk

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BENTON COUNTY, ARKANSAS IN THE AMOUNT OF \$10,000.00 FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES (AMBULANCE SERVICES) TO UNINCORPORATED PORTIONS OF THE COUNTY FOR CALENDAR YEAR 2016, AND FOR OTHER PURPOSES

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Benton County, Arkansas in the amount of \$10,000.00 for the provision of emergency medical services (ambulance services) to unincorporated portions of the county for calendar year 2016.

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

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SIXTH ADDENDUM TO THE LEASE AGREEMENT WITH COOPER COMMUNITIES, INC. FOR SPACE FOR THE STREET DEPARTMENT ON PINION DRIVE

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into the Sixth Addendum to the Lease Agreement with Cooper Communities, Inc. for space for the Street Department on Pinion Drive. A copy of the Sixth Addendum is attached and incorporated into this Resolution as if set out word for word herein.

ADOPTED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

QUITCLAIM DEED

(Corporation)

KNOW ALL MEN BY THESE PRESENTS:

THAT **COOPER COMMUNITIES, INC.**, a Delaware corporation, Grantor, by its ____ President and Assistant Secretary, duly authorized by proper resolution of Board of Directors, for consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, convey and quitclaim unto **CITY OF BELLA VISTA, ARKANSAS**, as Grantee, and unto its successors and assigns forever the following described land, situated in the County of Benton, State of Arkansas, to wit;

No documentary stamps required
I certify under penalty of false swearing
that at least the legally correct amount
of documentary stamps have been placed
on this instrument.

Grantee/Affiant or Agent

See legal description attached hereto and made a part hereof
as Exhibit "A"

Per recorded plat or plats, and subject to the notes and other indicated restrictions, if any, on said plat or plats and subject to the conditions, covenants, reservations, easements, charges and liens reflected in the Declarations and Supplemental Declarations filed in connection therewith in the office of the Circuit Court Clerk and Ex-Officio Recorder of said County and state.

Reversionary Clause:

The property described herein is restricted exclusively for proposes related to construction, maintenance and use of certain trails ("Trails") that permit access specifically limited to non-motorized bicycles and pedestrian foot traffic only and said property (the "Property") is to be used by Grantee only for those purposes that are generally recognized in the State of Arkansas as being necessary to, related to, or incidental to the operation of same. The construction of said Trails must be completed and fully utilized no later than three (3) years from the date of this deed. In the event the Trails are not completed and being fully utilized within that timeframe or if at any time in the future the Trails once completed are not being maintained and utilized for a period of six (6) months or longer it shall constitute a violation of the provisions of this deed then said Property together with improvements thereon shall revert to Cooper Communities, Inc., without payment or compensation of any kind. Grantee or its successors and assigns shall make no change in the nature of the use of the Property without

the express written approval of Cooper Communities, Inc., its successors and assigns which may be withheld or granted within its sole and absolute discretion.

Grantor's reservation of use

Grantor, for itself and its successors and assigns hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right on, over and under the ground as hereinafter described to erect, maintain and use electric, antenna, telephone poles, wires, cables, conduits, water mains sewers and other suitable equipment and structures for for drainage and sewerage collection and disposal purposes of for the installation, maintenance, transmission and use of electricity, television systems, telephone broadband, gas lighting and heating, water drainage, sewerage and other conveniences of utilities on, in, over and under all the property described hereinafter. Grantor shall have at all times the unobstructed right of ingress and egress in and to the property described herein and the right to use and enjoy said property.

Grantor for itself and its successors and assigns also reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right on, over and under the Property as described above for purposes of constructing and maintaining such roads, streets or highways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any or all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transportation and travel. The width and locations of the right of way for such roads, streets or highways shall be within the sole discretion of Grantor, its successors and assigns, provided, however, that Grantor, its successors and assigns, will use its best efforts consistent with its purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. Grantor, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

Except for roads, streets, highways and other ways of ingress and egress as set forth above, Grantor shall repair, at Grantor's expense, all damage that adversely affects the ability to use said Trails and shall use reasonable effort to restore said Trails as close as is reasonable to the original condition.

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns forever, with all appurtenances thereunto belonging,

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its ____ President and its Assistant Secretary, to be effective as of the __ day of _____, 2015.

ATTEST:

COOPER COMMUNITIES, INC.

By: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS

ss

COUNTY OF BENTON

BE IT REMEMBERED, that on this day before me, a Notary Public duly qualified, commissioned and acting within and for said County and State, appeared in person the within named _____, _____ President and _____, Assistant Secretary to me personally well known, who stated that they were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and notarial seal this ____ day of _____ 2015.

Notary Public

Return to: Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

THIS INSTRUMENT PREPARED BY:
Legal Dept., Cooper Communities, Inc.
903 North 47th Street
Rogers, AR 72756

Exhibit A

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

ACCEPTING RECREATIONAL TRAIL PROPERTY FROM COOPER COMMUNITIES, INC., SUBJECT TO TERMS AND CONDITIONS, FOR PURPOSES OF FACILITATING A PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby accepts recreational trail property from Cooper Communities, Inc. subject to terms and conditions as shown in the attached Quit Claim deed which is incorporated by reference into this Resolution, for purposes of facilitating a public recreational trail system throughout the City. It is specifically understood by the Council that the final legal description of the trail property granted by Cooper Communities, Inc. will be in substantial accord with the Bella Vista Master Trail Plan and will be finalized after construction has begun.

PASSED THIS _____ DAY OF _____, 2015.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

APPROVED AS TO FORM:

JASON KELLEY
STAFF ATTORNEY