



# BELLA VISTA

*A place to call home*

MEETING: **REGULAR CITY COUNCIL MEETING**  
DATE AND TIME: **Monday, July 25, 2016 – 6:30 P.M.**  
Bella Vista American Legion Post 341  
1889 Bella Vista Way (Hwy 71 & Kingsland Rd)  
Bella Vista, Arkansas

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with the Section 25-19-106 of the Freedom of Information Act, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **INVOCATION** – Pastor Judy Rudd-Platt, First United 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. **Mayor Christie** will swear in a new Police Officer for Bella Vista.
- VI. **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.*
- VII. **APPROVAL OF MINUTES:** June 27, 2016
- VIII. **REPORTS:**
  - A. Monthly Financial Report – June, 2016
  - B. Motion to Approve Finance Report-
- IX. **MOTION TO SUSPEND RULES:** and read all proposed ordinances and resolutions on the agenda by title only.
- X. **BUSINESS:**

- A. ORDINANCE NO-** AN ORDINANCE AMENDING SECTION 18-20(b) OF THE MUNICIPAL CODE REGULATING THE DUMPING OF TREE CUTTINGS AND OTHER MATERIALS, AND FOR OTHER PURPOSES. (**Third reading**) Tabled from June meeting.
- B. ORDINANCE NO-** AMENDING SECTION 2-345 SALE OR EXCHANGE OF PROPERTY OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO CLARIFY AMBIGUITIES. **Third Reading.**
- C. ORDINANCE NO-** AN ORDINANCE AMENDING MUNICIPAL CODE SECTION 109-166 REGULATING ACCESSORY STRUCTURES AND SECTION 109-248 REGULATING FENCE LOCATION, AND FOR OTHER PURPOSES. **Third Reading.**
- D. ORDINANCE NO-** AMENDING MUNICIPAL CODE REGULATIONS CONCERNING PUBLIC NOTIFICATION PROCEDURES IN SECTION 109-38(d)(2) FOR CONDITIONAL USE PERMITS, SECTIONS 109-40(c)(2) AND (e)(5) FOR ZONING ORDINANCE AMENDMENTS, SECTION 109-42(c) FOR VARIANCES, AND SECTION 109-45 FOR GENERAL NOTIFICATION REQUIREMENTS; AND FOR OTHER PURPOSES. **Second Reading.**
- E. ORDINANCE NO-** ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC ON PARCEL 18-072014-004, KNOWN AS 8512 STEVENSON PLACE, AND FOR OTHER PURPOSES. **First Reading.** Staff requests that this be expedited to third and final reading.
- F. ORDINANCE NO. -** REPEALING ORDINANCE NO. 2016-08 AUTHORIZING BORROWING FUNDS PURSUANT TO ARKANSAS CONSTITUTIONAL AMENDMENT 78 FOR THE ACQUISITION OF A 2016 KME CUSTOM PUMPER FIRE TRUCK.
- G. AMENDING RESOLUTION NO. R2016-03** DESIGNATING AUTHORIZED DISBURSING OFFICERS FOR THE CITY OF BELLA VISTA FOR CALENDAR YEAR 2016.
- H. RESOLUTION NO. -** Accepting the Resignation of G. Allen King as Alderman of the City of Bella Vista for Ward 3, Position 1, and Declaring a Vacancy.
- I. RESOLUTION NO. –** REDUCING THE SALARY COMPENSATION OF ALDERMAN LARRY WILSON TO ZERO DOLLARS (\$0) FOR THE REMAINDER OF CALENDAR YEAR 2016 AT HIS REQUEST, AND AMENDING THE 2016 ANNUAL CITY BUDGET TO AUTHORIZE THE TRANSFER OF FUNDING OTHERWISE DESIGNATED FOR THE COMPANSATION OF ALDERMAN WILSON TO THE BELLA VISTA POLICE DEPARTMENT.

**J. RESOLUTION NO. -AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FROST OIL CO. IN AN AMOUNT OF \$.02 PER GALLON MARKUP OVER SELLER'S WHOLESALE PRICE PLUS FREIGHT FOR PURCHASE OF FUEL FOR THE CITY FUEL DEPOT.**

**K. RESOLUTION NO. - AMENDING THE 2016 ANNUAL CITY BUDGET TO APPROPRIATE \$340,000.00 FOR THE PURCHASE OF A 2016 KME CUSTOM PUMPER TRUCK FOR THE FIRE DEPARTMENT.**

**MEETINGS AND ANNOUNCEMENTS:**

- The next City Council Work Session will be Monday August 15, 2016 at 5:30PM in the City Hall Conference Room.
- The next Regular meeting of the City Council, Monday August 22, 2016 at 6:30 PM at the Bella Vista American Legion Hall.
- Planning Commission Work Session will be Thursday July 28, 2016 at 4:30PM in the City Hall conference room.
- Planning Commission Regular Meeting will be August 8, 2016 at 5:30PM 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 MEETING MINUTES – JUNE 27, 2016**

**Call to Order-** Mayor Christie called the meeting to order at 6:30pm

**Invocation** was given by Pastor Bryan Fink of the Highlands Methodist Church

**Pledge of Allegiance** was recited by all.

**City Clerk Jertson** called the roll of council; Alderman Morgan, Flynn, Anderson, King, Wozniak & Wilson were all present.

**Citizen Input:** Roger Norbeck and Sandra Norbeck were signed up to speak and asked if their time could be joined and allow Roger to speak for both of them. Motion to suspend the rules and allow for this was made by Alderman Flynn, second by Alderman Morgan. Roll call vote was carried 6-0.

Roger Norbeck, 61 Portsmouth, then spoke about his concerns about Accessory buildings and urged passage of the Ordinance on the agenda.

Bill Scholten, 5 Portsmouth Lane, then also spoke in favor of the need for the Ordinance on controlling accessory buildings.

James Brooks, 3 Portsmouth Lane also spoke in favor of the restriction on accessory buildings.

George Tracy, 16 Salisbury Dr, thought that the rules that are in place with the ACC controlling building in the city was all that was needed.

J.Deer Fisher, 12 Brompton Dr, spoke also about the accessory buildings. He invited people to see what he sees whenever he looks out his window. He feels let down by the city by what happened in his neighborhood.

Glenn Tracy, 14 Bosworth Circle, spoke also about accessory buildings and feels that this issue should remain in the hands of the ACC. He also had a concern on the issues with the trash billing.

Karen Dobbs, 29 Brompton Dr. spoke about needing more control on accessory structures and how they are allowed in Bella Vista.

Pat Kunneckie, 2 Whitwick Lane, spoke also about accessory structures. He supports the need for limitations on these buildings.

At this point two people who had not signed up to speak asked if they could speak to the council. At this Alderman Anderson made a motion to suspend the rules and allow them to speak. Alderman Wozniak seconded and a roll call vote was held and was passed 6 ayes, 0 nays.

Jill Newell, 7 Balsham Lane spoke about her concerns about the sign ordinances and the limit on A-frame signs for garage sales. She is concerned about visual noise in Bella Vista.

Jackie Gross, 20 Eppington, spoke also about accessory buildings. She said that she had written a letter to the city with her concerns with these buildings. She feels that nothing should be built in from of the front plane of the house and should not be 2-story buildings. She feels that her rental property has been adversely affected by these buildings in the city. She urged passage of restrictions.

**Approval of the Minutes** from the May 23, 2016 Regular City Council meeting was moved by Alderman Anderson, seconded by Alderman King. Vote by show of hands was approved unanimously, 6-0

**Financial Report** was given by the Mayor. He noted that there are copies of the General Fund summary as well as the Street Fund summary available at the back of the room. He pointed out that the funds are in very good shape and that the city is in a very healthy position with a balance of \$7.2 million at the end of May. A motion was made by Alderman Flynn, seconded by Alderman King to approve the May financial report. Show of hands vote was taken and all six Alderman voted approval.

**Motion to suspend** the rules and read all Ordinances and Resolutions by title only was made by Alderman Anderson and seconded by Alderman Morgan. Roll call vote resulted in 6 ayes, 0 nays.

**Business:**

**ORDINANCE NO-** AN ORDINANCE AMENDING SECTION 18-20(b) OF THE MUNICIPAL CODE REGULATING THE DUMPING OF TREE CUTTINGS AND OTHER MATERIALS, AND FOR OTHER PURPOSES. **(Third reading) Tabled from May meeting.**

The Mayor reported that there are ongoing discussions by staff on some concerns brought up by Alderman Wilson as to some of the issues in this Ordinance. Alderman Wilson moved to table this Ordinance to the July meeting, second was made by Alderman Anderson. Roll Call vote was held and was passed by vote of 6 ayes, 0 nays. This will come back at the July 25<sup>th</sup> meeting.

**ORDINANCE NO-** AMENDING SECTION 2-345 SALE OR EXCHANGE OF PROPERTY OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO CLARIFY AMBIGUITIES. **Second Reading.** This will move to third reading at the July meeting.

**ORDINANCE NO-** AN ORDINANCE AMENDING MUNICIPAL CODE SECTION 109-166 REGULATING ACCESSORY STRUCTURES AND SECTION 109-248 REGULATING FENCE LOCATION, AND FOR OTHER PURPOSES. **(Second Reading) This was tabled at the April meeting.**

The Mayor commented on the meeting that was held with the ACC. He also related that there had been an attempt to determine what affect these accessory buildings have on property values in the city. The result was inconclusive as to whether or not there was any significant change, it was purely on a case by case issue. At this point he asked Alderman Flynn to comment on the amendment that he is proposing to this Ordinance. His personal feeling is that the ACC is not addressing the items he feels are important with regard to the accessory buildings. He also said that for better understanding of the issues in this Ordinance he would like to split the accessory buildings from the fence issues. He then asked Attorney Kelley to assist in explaining what he is seeking to do. Attorney Kelley explained that Section 1 and 2 of the current proposal would be amended to reflect the language in the proposed amendment. Alderman Flynn then said that that was his motion and if he received a second he would explain further. His motion was seconded by Alderman Anderson. Alderman Flynn then went on to explain his intent with this amendment. Accessory buildings can be placed on adjacent lots, which simply means the lots must have a common property line. Some additional discussion was held to clarify the meaning of the language in the amendment. (Below is the amendment proposed?)

**Section 109-3. Definitions.** The following definitions are hereby added in the appropriate location alphabetically which shall read as follows:

*Front plane*, means the plane of the front elevation of the principal façade(s) of the principal structure extending to the side property lines.

*Rear plane*, means the plane of the rear elevation of the principal structure extending to the side property lines.

*Side plane*, means either of the two planes of the two side elevations of the principal structure extending to the front and rear property lines.

*Stable*, means a facility which boards livestock.

**Sec. 109-42. Variances.**

(b) Administrative review of minor variance.

(1) Applicability. The director of community development services may grant minor modifications of these regulations in compliance with the following standards:

~~b. Height of a wall or fence may be increased up to 25 percent, but in no case shall a minor modification allow a fence height greater than eight feet in height.~~

c. Height of a building may be increased up to ten percent

**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 buildings*. An accessory nonresidential 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) *Height*. Accessory nonresidential buildings shall not exceed the maximum height of twenty-five (25) feet or the highest elevation of the primary structure whichever is less. Such height of the primary structure shall be measured from the side of the structure visible from the public right-of-way.

(3) *Size*. Detached accessory nonresidential buildings shall not exceed 720 square feet in area, regardless of location on the same lot or on an adjacent lot.

(4) *Detached accessory buildings on the same lot*.

a. No more than three (3) detached accessory buildings may be erected on the same lot, provided that all of the buildings' total square footage does not exceed 720 square feet in area.

b. Detached accessory nonresidential buildings shall be placed ten (10) feet away from the principal building.

c. Detached accessory nonresidential buildings shall meet all setbacks for the zone as designated, and shall be constructed at or behind the front plane of the principal building. Exceptions:

1. Such structures may be placed within building setbacks if it is screened from public view with an opaque screen.
2. For parcels in residential zones at or above four (4) acres in area, detached accessory nonresidential buildings may be placed forward of the front plane of the principal building.

*(5) Detached accessory buildings on adjacent lots.*

- a. In residential districts, no more than one (1) detached accessory building may be erected on a lot adjacent to a lot containing a principal residential structure under the same ownership. Such limitation shall apply to all lots under the same ownership adjacent to the lot containing the principal residential structure.
- b. Detached accessory buildings on adjacent lots shall be limited to 720 square feet in area.

*(6) Stables.* Stables shall be considered accessory nonresidential structures and shall meet the setback requirements as set forth in the zoning district in which they are located.

*(7) Accessory buildings absent principal buildings.* Except as provided in Section (5)a of this section, this Code shall not be interpreted so as to permit, as of right, or through any conditional use or variance, an accessory nonresidential building use on a lot not containing a principal building. Any such accessory building use shall only be permitted in coordination with the location of a principal building.

*(b) Accessory dwellings.*

*(1) Residential districts.* Detached dwelling units shall meet the setback requirements for the zoning district in which it is located. The detached dwelling unit shall be no larger than 50 percent of the size of the primary structure and no taller than the height of the primary structure.

*(2) C-1 and C-3 Districts.* Density limitations for attached residential uses in the C-1 District shall follow that of the R-3 District. Density limitations for the C-3 District are set forth in the bulk and area regulations for the C-3 District.

*(3) C-2, I-1 and I-2 Districts.* Density limitations shall follow that of the R-3 District. The building site and yard area must be separate and distinct from off-street parking spaces and setback areas required for the principal structure and shall include a minimum of 4,200 square feet of land area. The residential structure shall be located to meet required setbacks from exterior boundaries of the total tract.

**Many questions** were expressed and discussed. At this point the motion to amend that had been made by Alderman Flynn, seconded by Alderman Anderson was voted on. Alderman Morgan and Alderman Flynn voted yes, Alderman Wozniak, Anderson, King, and Wilson voted no. Amendment fails.

At this point a motion was made to table the Ordinance to second reading at the July meeting was made by Alderman King, second by Alderman Wozniak. Roll call vote on motion to table; Alderman Morgan no, Alderman Flynn no, Alderman Wozniak yes, Alderman Anderson no, Alderman King Yes, Alderman Wilson no. Motion to table fails. Ordinance will move to third reading in July,

**ORDINANCE NO 2016-13** WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE BELLA VISTA PROPERTY OWNERS ASSOCIATION, INC. FOR BILLING SERVICES RELATED TO SOLID WASTE COLLECTION, AND FOR OTHER PURPOSES. **Staff requests that this move to third and final reading.**

Motion to suspend the rules and move to third and final reading was made by Alderman King, second by Alderman Morgan. Roll call vote was taken and passed 6 aye, 0 nay. The Ordinance was then read for the last time and a motion was made to adopt by Alderman King, second by Alderman Wilson. Carried 6 -0.

**ORDINANCE NO 2016-14** ACCEPTING AND CONFIRMING EASEMENTS AND RIGHTS-OF-WAY DEDICATED TO THE PUBLIC ON PARCEL 18-08019-004 (9424 E. McNELLY RD) AND PARCEL 18-8019-007 (9400 E. McNELLY RD), AND FOR OTHER PURPOSES. **Staff requests that this move to third and final reading.**

Motion was made to suspend the rules and move to third and final reading by Alderman Anderson, second by Alderman Wozniak, Roll call vote resulted in 6 ayes, 0 nays. Passed. The Mayor then read the Ordinance for the third time and a motion to adopt was made by Alderman Anderson, second by Alderman Wozniak. Roll call vote 6 ayes, 0 nays. Adopted.

**ORDINANCE NO-** AMENDING MUNICIPAL CODE REGULATIONS CONCERNING PUBLIC NOTIFICATION PROCEDURES IN SECTION 109-38(d)(2) FOR CONDITIONAL USE PERMITS, SECTIONS 109-40(c)(2) AND (e)(5) FOR ZONING ORDINANCE AMENDMENTS, SECTION 109-42(c) FOR VARIANCES, AND SECTION 109-45 FOR GENERAL NOTIFICATION REQUIREMENTS; AND FOR OTHER PURPOSES. **First Reading.** MOVE TO SECOND READING.

**R2016-24 RESOLUTION-** ESTABLISHING SALARIES FOR MAYOR, ALDERMAN, AND CITY CLERK, BEGINNING JANUARY 1, 2017.

Alderman Wozniak made a motion to amend this Resolution to reflect a similar increase as to what was given to the rest of the City employees. This motion was seconded by Alderman Morgan. Roll call vote; Alderman Morgan, Flynn, Wozniak, Anderson and King vote yes. Alderman Wilson voted no. Amendment passes 5 to 1. Then the Resolution as amended was moved by Alderman Wozniak, second by Alderman Flynn. Roll call vote was taken, Alderman Wilson & Anderson voted no and Alderman Morgan, Flynn, Wozniak and King voted yes. Carried 4 – 2.

**R2016-25 RESOLUTION-** APPOINTING MEMBER TO THE BOARD OF ZONING ADJUSTMENT TO FILL VACATED POSITION. Motion was made by Alderman Anderson, second by Alderman Wozniak to approve the appointment of Larry Wilms to the Board of Zoning Adjustment. Motion passed by unanimous vote.

The Mayor went over the list of upcoming meetings and reminded those present of the upcoming Fireworks on July 3<sup>rd</sup>, Alderman Anderson added that there was also a Hot Dam Blues Festival that evening also and urged people to attend.

**MEETINGS AND ANNOUNCEMENTS:**

- The next City Council Work Session will be Monday July 18, 2016 at 5:30PM in the City Hall Conference Room.
- The next Regular meeting of the City Council, Monday July 25, 2016 at 6:30 PM at the Bella Vista American Legion Hall.
- Planning Commission Work Session will be Thursday June 30, 2016 at 4:30PM in the City Hall conference room.
- Planning Commission Regular Meeting will be July 11, 2016 at 5:30PM in the City Hall conference room.
- Public Safety Committee Meeting will be July 13, 2016 at 9:00AM in the City Hall Conference room.

Mayor Christie adjourned the meeting at 7:36pm.

City Clerk Wayne Jertson

Mayor Peter Christie

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

MEETING DATE: March 28, 2016 – Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Amending Section 18-20(b) of the Municipal Code Regulating the Dumping of Tree Cuttings and Other Materials, and For Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: Under Ordinance 2008-03, the City adopted several provisions regulating nuisances including allowing the dumping of tree cuttings, tree trunks, fill dirt, and other materials to reclaim gullies and ravines. This ordinance was later codified in section 18-20(b) of the municipal code. The current language of this section reads:

*“The dumping of tree cuttings, tree trunks, fill dirt and other appropriate fill material may be permitted to reclaim gullies and ravines upon application to, and approval by, the city planning commission under the following conditions:*

- (1) Written certification by the applicant that he is the legal owner of the property or that he has the written permission of the property owner.*
- (2) Access must be completely restricted to the applicant only.*
- (3) All material must be covered by fill dirt and smoothed over at intervals not to exceed two weeks.*
- (4) Compliance with any drainage ordinance passed by the city.*

*Failure to comply with the above conditions will be grounds for revocation of the permit and may result in the issuance of a citation pursuant to subsection (a) of this section. Any area currently used as a location for the dumping of stumps, vegetation waste or dirt at the time of the adoption of the ordinance from which this article is derived shall be exempt from the requirements of this subsection.”*

The City later adopted Ordinance 2011-14, which regulated land alteration activities including the filling activities that would allow the reclamation of ravines and gullies upon permit issuance from the Department.

The legislation that follows would strike most portions of this section of code to eliminate potential confusion of 1) whether the planning commission or staff issues permits for these activities and 2) methods to obtain a permit to perform these activities.

ATTACHMENT: ORDINANCE  RESOLUTION  OTHER

RECOMMENDATION: Staff recommends approval of this ordinance.

ACTION REQUESTED:  
Motion to adopt

ORDINANCE NO. 2016- \_\_

City of Bella Vista, Arkansas

**AN ORDINANCE AMENDING SECTION 18-20(b) OF THE MUNICIPAL CODE REGULATING THE DUMPING OF TREE CUTTINGS AND OTHER MATERIALS, AND FOR OTHER PURPOSES**

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**WHEREAS**, the City Council adopted Ordinance 2008-03, regulating the dumping of tree cuttings, trunks, dirt, and other materials, which was latter codified to Section 18-20(b) of the municipal code; and

**WHEREAS**, the section provides for residents to apply for a permit to reclaim gullies and ravines upon approval by the Planning Commission; and

**WHEREAS**, the City Council subsequently adopted legislation under Ordinance 2011-14, which similarly and more completely regulates filling activities, which was later codified to Sections 107-373 through 107-388; and

**WHEREAS**, there is a conflict between the two referenced sections with regard to permitting authority regulating land alteration activities.

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

**Section 1:** That Section 18-20(b) of the municipal code shall be amended to read as follows:

“(b) The dumping of tree cuttings, tree trunks, fill dirt and other appropriate fill material may be allowed to reclaim gullies and ravines upon obtaining a permit pursuant Sections 107-373 through 107-388 of the municipal code. Failure to comply with the above conditions will be grounds for revocation of the permit and may result in the issuance of a citation pursuant to subsection (a) of this section. Any area currently used as a location for the dumping of stumps, vegetation waste or dirt at the time of the adoption of the ordinance from which this article is derived shall be exempt from the requirements of this subsection.”

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PASSED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

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Mayor Peter Christie

ATTEST:

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Wayne Jertson  
City Clerk

APPROVED AS TO FORM:

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Jason B. Kelley, Staff Attorney

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

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF BELLA VISTA, ARKANSAS**

**AMENDING SECTION 2-345 SALE OR EXCHANGE OF CITY  
PROPERTY OF THE CODE OF ORDINANCES OF THE CITY OF BELLA  
VISTA TO CLARIFY AMBIGUITIES**

**WHEREAS**, the current Section 2-345 of the Code of Ordinances dealing with the sale or exchange of City property is unclear with regard to its intended meaning; and

**WHEREAS**, amending the section will provide much needed clarity for City administration;

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

SECTION 1: Section 2-345 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. 2-345. Sale or exchange of city property.**

Municipal supplies, materials, or equipment deemed surplus to the needs of the City may be sold or exchanged as provided in this Section.

- (a) An item or combination of items of an estimated fair market value of less than \$5,000 may be sold or exchanged by the Mayor.
- (b) An item or combination of items of an estimated fair market value of \$5,000 or more may be sold or exchanged by the Mayor:
  - (1) upon authorization by the City Council after competitive bidding; or
  - (2) after a waiver by the City Council of competitive bidding, if competitive bidding is deemed not feasible or practical; or
  - (3) at a public auction after authorization by the City Council.”

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
PETER CHRISTIE  
MAYOR

ATTEST:

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WAYNE JERTSON  
CITY CLERK

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

**PROPOSED ACCESSORY STRUCTURE AND FENCING REGULATIONS: The following language was requested by Alderman Flynn to replace the existing language under consideration.**

**Section 109-3. Definitions.** The following definitions are hereby added in the appropriate location alphabetically which shall read as follows:

*Front plane*, means the plane of the front elevation of the principal façade(s) of the principal structure extending to the side property lines.

*Rear plane*, means the plane of the rear elevation of the principal structure extending to the side property lines.

*Side plane*, means either of the two planes of the two side elevations of the principal structure extending to the front and rear property lines.

*Stable*, means a facility which boards livestock.

**Sec. 109-42. Variances.**

(b) Administrative review of minor variance.

(1) Applicability. The director of community development services may grant minor modifications of these regulations in compliance with the following standards:

~~b. Height of a wall or fence may be increased up to 25 percent, but in no case shall a minor modification allow a fence height greater than eight feet in height.~~

~~c. Height of a building may be increased up to ten percent~~

**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 buildings.* An accessory nonresidential 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) *Height.* Accessory nonresidential buildings shall not exceed the maximum height of twenty-five (25) feet or the highest elevation of the primary structure whichever is less. Such height of the primary structure shall be measured from the side of the structure visible from the public right-of-way.

(3) *Size.* Detached accessory nonresidential buildings shall not exceed 720 square feet in area, regardless of location on the same lot or on an adjacent lot.

(4) *Detached accessory nonresidential buildings on the same lot.*

a. No more than two (2) detached accessory nonresidential buildings may be erected on the same lot, provided that one (1) such structure is a dock, boathouse, or dockside recreational improvement subject to the limitations of Section 109-185.

b. The maximum square footage of detached accessory nonresidential buildings shall be 720 square feet in area. Docks, boathouses, or dockside recreational improvements subject to the limitation of Section 109-185 shall be exempt from this maximum square footage.

b. Detached accessory nonresidential buildings shall be placed ten (10) feet away from the principal building.

c. Detached accessory nonresidential buildings shall meet all setbacks for the zone as designated, and shall be constructed at or behind the front plane of the principal building. Exceptions:

1. Such structures may be placed within building setbacks if it is screened from public view with an opaque screen.

2. For parcels in residential zones at or above four (4) acres in area, detached accessory nonresidential buildings may be placed forward of the front plane of the principal building.

*(5) Detached accessory nonresidential buildings on adjacent lots.*

a. In residential districts, no more than one (1) detached nonresidential accessory building may be erected on a lot adjacent to a lot containing a principal residential structure under the same ownership. Such limitation shall apply to all lots under the same ownership adjacent to the lot containing the principal residential structure.

b. Detached accessory nonresidential buildings on adjacent lots shall be limited to 1000 square feet in area.

*(6) Stables.* Stables shall be considered accessory nonresidential structures and shall meet the setback requirements as set forth in the zoning district in which they are located.

*(7) Accessory buildings absent principal buildings.* Except as provided in Section (5)a of this section, this Code shall not be interpreted so as to permit, as of right, or through any conditional use or variance, an accessory nonresidential building use on a lot not containing a principal building. Any such accessory building use shall only be permitted in coordination with the location of a principal building.

*(b) Accessory residential structures and dwelling units.*

*(1) Residential districts.* Detached dwelling units shall meet the setback requirements for the zoning district in which it is located. The detached dwelling unit shall be no larger than 50 percent of the size of the primary structure and no taller than the height of the primary structure.

(2) *C-1 and C-3 Districts.* Density limitations for attached residential uses in the C-1 District shall follow that of the R-3 District. Density limitations for the C-3 District are set forth in the bulk and area regulations for the C-3 District.

(3) *C-2, I-1 and I-2 Districts.* Density limitations shall follow that of the R-3 District. The building site and yard area must be separate and distinct from off-street parking spaces and setback areas required for the principal structure and shall include a minimum of 4,200 square feet of land area. The residential structure shall be located to meet required setbacks from exterior boundaries of the total tract.

Sec. 109-248. Fence location.

- (a) *Generally.* No fence shall be erected on any property without the consent of all owners of the property. Fences shall not encroach onto adjoining property not owned by the owner of the fence, nor shall any fence encroach upon any right-of-way. Fences may be located directly adjacent to existing fencing or attached to such fencing with the consent of the fence owner.
- (b) *Front yard.*
- (1) For purposes of this subsection, the term 'front yard' shall be defined as any portion of a lot forward of the footprint of the primary structure on the lot. In the case of corner lots, the 'front yard' shall be delineated by the orientation of the primary pedestrian entry to the structure.
  - (2) For residentially zoned lots less than four (4) acres in area, fences shall be limited to four (4) feet in height in the front yard.
  - (3) For residentially zoned lots four (4) acres or more in area, fences taller than four (4) feet in height may be erected in the front yard, if the fence is located to delineate a property boundary and does not provide seclusion or privacy from public view. Such fences shall not exceed eight (8) feet in height.
  - (4) For all nonresidential zoning districts, fences erected in the front yard shall not exceed eight (8) feet in height.
- (c) *Rear and side yards.*
- (1) A fence that does not cross any portion of the front yard may begin on a rear or side property line at the full height of the fence, but shall not exceed eight feet (8') in height from the ground below the fence.
  - (2) When placed along a side property line, a fence shall not be placed any closer to a street right-of-way than the front building setback of the parcel on which it is located or the adjacent parcel, whichever is less restrictive.
  - (3) A fence may be located in the rear or side yard, but shall be in compliance with other regulations of this section.
- (d) *Sight triangle.* Fences constructed near driveways and street intersections shall stay clear of all sight triangles in order to provide a reasonable degree of traffic visibility. See Section §109-3 for the definition and reference dimensions of a sight triangle.
- (e) *Easements.*
- (1) *Utility easements.* Construction of fences in utility easements is permitted, but the fence installer and/or property owner assumes some risk by doing so. The fence enclosing utility easement shall have a gate installed to permit access to the easement.

- (2) *Drainage easements.* Fences shall not impede the normal flow of storm water and shall not cross an open drainage channel. Fences proposed in drainage easements shall be approved on a case by case basis.
- (3) *Access easement.* Fences shall not be constructed over a public access easement. Fences proposed over private emergency access easements must be approved by the fire department to ensure adequate access for emergency vehicles and equipment at all times.

Amendment offered by Alderman King

Sec: 109-166

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 on a lot size of .33 acre, approximately one third acre or less shall be no larger than ~~1,000~~ square feet and shall have a similar architecture to that of the main structure. *800 1,000 sq ft*

(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.

(6)

Location. Placement of nonresidential buildings may be adapted to the topography of the lot; allowing for septic fields, inclines or other features that would impede the property owners use of the land. No primary structure is required for a nonresidential accessory building to be placed on lot.

(b)

(Accessory dwellings.)

(1)

Residential districts. Detached dwelling units shall meet the setback requirements for the zoning district in which it is located. The detached dwelling unit shall be no larger than 50 percent of the size of the primary structure and no taller than the height of the primary structure.

(2)

C-1 and C-3 Districts. Density limitations for attached residential uses in the C-1 District shall follow that of the R-3 District. Density limitations for the C-3 District are set forth in the bulk and area regulations for the C-3 District.

(3)

C-2, I-1 and I-2 Districts. Density limitations shall follow that of the R-3 District. The building site and yard area must be separate and distinct from off-street parking spaces and setback areas required for the principal structure and shall include a minimum of 4,200 square feet of land area. The residential structure shall be located to meet required setbacks from exterior boundaries of the total tract.

(Zoning Ord., § 700.02; Ord. No. 2009-23, § 700.02, 1-8-2010)

**Amendment to Sec. 109-248 Fence Location.**

**• Sec. 109-248. - Fence location, Modified**

(a)

Private property. All fences shall be located on private property and shall be built with the consent of the property owner. The fence installer and/or property owner shall be responsible to correctly locate property boundaries. Fences shall not encroach onto adjoining property or rights-of-way. Fences shall be located on the common property line between adjacent lots and may directly adjacent to existing fencing.

(b)

Front yard.

(1)

A fence over 48 inches in height shall not be located in the front yard or be positioned any closer to the front property line than the front surface of the building for a typical residential lot.

(2)

For corner lots, only one side shall be considered the front, without regard to any pedestrian entrances.

(c)

Rear and side yards. A fence may be located in the rear or side yard, but shall be in compliance with other regulations of this section.

(d)

Adjacent to right-of-way. Fences adjacent to a public right-of-way shall be placed no closer than five feet to the right-of-way.

(e)

Sight triangle. Fences constructed near street intersections shall stay clear of the sight triangle in order to provide a reasonable degree of traffic visibility.

(f)

Easements.

(1)

Utility easements. Construction of fences in utility easements is permitted, but the fence installer and/or property owner assumes some risk by doing so. The fence enclosing utility

**ORDINANCE NO. 2016- \_\_**

**City of Bella Vista, Arkansas**

**AN ORDINANCE AMENDING MUNICIPAL CODE SECTION 109-166 REGULATING ACCESSORY STRUCTURES AND SECTION 109-248 REGULATING FENCE LOCATION, AND FOR OTHER PURPOSES**

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**WHEREAS**, the City Council has determined that current regulations affecting the placement and height of accessory structures are in need of revision and referred the question of how best to do so to the Planning Commission; and

**WHEREAS**, the Planning Commission held several work sessions to determine how to best regulate the placement and height of accessory structures; and

**WHEREAS**, the Planning Commission held several work sessions to determine how to best regulate fencing; and

**WHEREAS**, the Planning Commission held separate public hearings for accessory structure regulations and fence regulations on Monday, March 14, 2016, where it heard comments from the public on the proposed regulations and recommended approval of the both sets of amendments.

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

**Section 1:** That Section 109-166 of the municipal code shall be amended to 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) *Setbacks.* Detached accessory nonresidential buildings shall meet all setbacks for the zone as designated, and shall not extend beyond the front plane of the house. In the case of corner lots, accessory structures must not be placed between a street right-of-way and the side plane of the house unless the structure is located behind the rear plane of the house.
  - (3) *Height.* Accessory buildings shall not exceed the maximum height of twenty-five (25) feet nor the highest elevation of the primary structure whichever is less.
  - (4) *Barns and stables.* Barns and stables shall be considered nonresidential accessory structures and shall meet the setback requirements as set forth in the zoning district in which they are located.

**Section 2:** That Section 109-248 of the municipal code shall be amended to read as follows:

Sec. 109-248. - Fence location.

- (a) *Private property.* All fences shall be located on private property and shall be built with the consent of the property owner. The fence installer and/or property owner shall be

responsible to correctly locate property boundaries. Fences shall not encroach onto adjoining property or rights-of-way.

- (b) *Front yard.*
  - (1) A fence shall not be located in the front yard but may be positioned in compliance with other regulations of this section.
  - (2) For corner lots, only one street right-of-way shall be considered the front of the lot. For purposes of this section, the front shall be defined by the orientation of the primary pedestrian entry to the structure.
- (c) *Rear and side yards.*
  - (1) A fence that does not cross any portion of the front yard may begin on a rear or side property line at the full height of the fence, but shall not exceed eight feet (8') in height from the ground below the fence.
  - (2) When placed along a side property line, a fence shall not be placed any closer to a street right-of-way than the front building setback of the parcel on which it is located or the adjacent parcel, whichever is less restrictive.
  - (3) A fence may be located in the rear or side yard, but shall be in compliance with other regulations of this section.
- (d) *Sight triangle.* Fences constructed near driveways and street intersections shall stay clear of all sight triangles in order to provide a reasonable degree of traffic visibility. See Section §109-3 for the definition and reference dimensions of a sight triangle.
- (e) *Easements.*
  - (1) *Utility easements.* Construction of fences in utility easements is permitted, but the fence installer and/or property owner assumes some risk by doing so. The fence enclosing utility easement shall have a gate installed to permit access to the easement.
  - (2) *Drainage easements.* Fences shall not impede the normal flow of stormwater and shall not cross an open drainage channel. Fences proposed in drainage easements shall be approved on a case by case basis.
  - (3) *Access easement.* Fences shall not be constructed over a public access easement. Fences proposed over private emergency access easements must be approved by the fire department to ensure adequate access for emergency vehicles and equipment at all times.

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PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

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Mayor Peter Christie

ATTEST:

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Wayne Jertson  
City Clerk

APPROVED AS TO FORM:

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Jason B. Kelley, Staff Attorney

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

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

MEETING DATE: June 27, 2016

AGENDA ITEM:

ITEM TITLE: Amending Regulations Concerning Public Notification Procedures in Municipal Code Section 109-38(d)(2) for Conditional Use Permits; Municipal Code SectionS 109-40(c)(2) and (e)(5) For Zoning Ordinance Amendments; Municipal Code Section 109-42(c) for Variances; Municipal Code Section 109-45 for General Notification Requirements; and for other purposes

SUBMITTED BY: Christopher Suneson, PLA, AICP

SUMMARY: The Planning Commissioners tasked staff to review and compare the City's legal notification requirements to those of Bentonville, Rogers, Centerton, and Benton County. After providing that information at a work session, the Commission directed staff to draft language reflecting fewer public notification requirements.

Currently the applicants pay for a newspaper publication, post at least one 4'x4' sign on the property, and send certified mail to adjacent owners in a 400-foot radius.

The following ordinance language would simplify these requirements, depending on the type of application requiring public notice:

- Conditional use permit (Zoning Code Section 109-38):
  - City now publishes in the newspaper
  - City now posts sign in yard
  - Applicant still sends certified mail owners in 200-ft. radius
- Rezoning (Zoning Code Section 109-40):
  - City now publishes in the newspaper
  - City now posts sign in yard
  - Applicant still sends certified mail owners in 200-ft. radius
- Variances (Zoning Code Section 109-42):
  - City now publishes in the newspaper
  - City now posts sign in yard
- General notifications (Zoning Code Section 109-45):
  - New subsection (d) provides details for each type of legal notification

ATTACHMENT:                      Ordinance                       Resolution                       Other

RECOMMENDATION:              Planning Commission recommend approval of the changes created by this ordinance at its regular meeting on June 13, 2016.

ACTION REQUESTED:              Motion to adopt

**ORDINANCE No. 2016-\_\_**

**AMENDING MUNICIPAL CODE REGULATIONS CONCERNING PUBLIC NOTIFICATION PROCEDURES IN SECTION 109-38(d)(2) FOR CONDITIONAL USE PERMITS, SECTIONS 109-40(c)(2) AND (e)(5) FOR ZONING ORDINANCE AMENDMENTS, SECTION 109-42(c) FOR VARIANCES, AND SECTION 109-45 FOR GENERAL NOTIFICATION REQUIREMENTS; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council passed Ordinance 2009-23 to adopt the Zoning Ordinance Section 300.06; and passed Ordinance 2011-11 to amend the public notification requirements of said sub-section; and which sub-section 300.06 was later codified to Section 109-38 (Conditional Use Permits) of the municipal code with sub-sections (a) through (e);

**WHEREAS**, the City Council passed Ordinance 2009-23 to adopt the Zoning Ordinance Section 300.08; and passed Ordinance 2011-11 to amend the public notification requirements of said sub-section; passed Ordinance 2014-20 to amend the public notification requirements when the Planning Commission initiates an amendment; and which sub-section 300.08 was later codified to Section 109-40 (Zoning Ordinance Amendments) of the municipal code with sub-sections (a) through (e);

**WHEREAS**, the City Council passed Ordinance 2009-23 to adopt the Zoning Ordinance Section 300.10; and passed Ordinance 2011-11 to amend the public notification requirements of said sub-section; and which sub-section 300.10 was later codified to Section 109-42 (Variances) of the municipal code with sub-sections (a) through (h);

**WHEREAS**, the City Council passed Ordinance 2009-23 to adopt the Zoning Ordinance Section 300.15; and passed Ordinance 2011-11 to amend the public notification requirements of said sub-section; and which sub-section 300.15 was later codified to Section 109-45 (General Notification Requirements) of the municipal code with sub-sections (a) through (h); and

**WHEREAS**, these sections provide the procedures and requirements for public notifications for conditional use permits, zoning ordinance amendments, variances, and general public notifications.

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

**Section 1:** That Section 109-38(d)(2) of the municipal code shall be amended to read as follows:

“(2) Public notification shall occur pursuant to Subsections 109-45(d)(1) through (3) before a conditional use application may be reviewed by the planning commission.”

**Section 2:** That Section 109-40(c)(2) of the municipal code shall be amended to read as follows:

“(2) Public notification and hearing. The planning commission shall hold a public hearing on the proposed amendment. Public notification for property owner-initiated zoning ordinance amendments shall occur pursuant to Subsections 109-45(d)(1) through (3) before such an application may be reviewed by the planning commission.”

**Section 3:** That Section 109-40(e)(5) of the municipal code shall be amended to read as follows:

“(5) Additional Notification for Map Amendments. Changes in zoning district classifications illustrated on the Zoning Map initiated by the planning commission shall be made in the following manners:

- a. The City shall, pursuant to the legal notification requirements listed in Code Subsections 109-45(d)(1) and (2), alert the public to all planned amendments to either the Zoning Ordinance or the Zoning Map.
- b. In the case of multiple tracts of land, at least one (1) sign required by Section 109-45(d)(2) shall be posted along each road adjoining the parcels under consideration and at least one (1) sign shall be

posted along any roads classified as Collector, Minor Arterial, or Major Arterial.”

**Section 4:** That Section 109-42(c) of the municipal code shall be amended to read as follows:

“(c) Public notice and hearing. Public notification shall occur pursuant to Subsections 109-45(d)(1) and (2) before a variance application may be reviewed by the Board of Zoning Adjustments.”

**Section 5:** That Section 109-45 of the municipal code shall be amended to read as follows:

“(a) Timeframe. In calculating the time period for public notification, the day of publishing, posting, or mailing shall be counted toward the total number of days required herein. The day of the hearing shall not be counted toward this total.

“(b) The degree of accuracy required for the information contained in these public notices shall be that of substantial compliance with the provisions of the applicable sections. Substantial compliance for these public notices shall be determined by the director of the department of community development services.

“(c) In the event the applicant does not provide notice as required herein, the requested application may not be considered until all notification requirements are met.

“(d) Public notification and hearing.

(1) Published notice. The staff of the department of community development services shall publish a notice of public hearing in a newspaper of general circulation in the city, at least one time, 15 days prior to the hearing. This public notice shall include:

- a. The application type being sought;
- b. The location including legal description and address (if no address is available, a description which is clear to the average lay person will suffice);
- c. The time, date and place of the public hearing;
- d. The property owner's and/or developer's name; and
- e. City contact location where information about the application may be reviewed by interested parties.

(2) Posted notice.

- a. The staff of the department of community development services shall post a sign on the property for which the application is being sought at least 7 days prior to the date of the public hearing. Additional signs may be required to be posted when multiple street frontages occur on the subject parcel(s).
- b. The sign shall be in plain view of and easily readable from a public or private street.
- c. Such sign shall be clearly visible, unobstructed to the passing general public, and posted on or near the existing front property line.

(3) Written notice or petition.

- a. The applicant shall be required to notify, by either certified mail (with return receipts) or by petition, all property owners within 200 feet of the boundary of the subject property of his application. Such notifications must occur no less than 15 days prior to the established date of the public hearing. If the applicant is unable to determine the adjacent property owners, the staff of the department of community development services may assist identifying them.
- b. The written notice or petition shall contain all of the following information:
  1. The application type being sought by the applicant;
  2. The location including legal description and address (if no address is available, a description which is clear to the average lay person will suffice);
  3. The time, date, place, and location of the public hearing;
  4. The property owner's and/or developer's name; and
  5. City contact location where information about the application may be reviewed by interested parties.
- c. When a petition is used instead of certified mail for notifying adjoining owners, it shall also

include:

1. Each adjoining property owner's name and address shall be pre-printed on the petition;
  2. Each signature should be placed on a line next to the respective address; and
  3. Each signature should be followed by the date the signature was attached to the petition.
  4. If multiple individuals are listed as adjacent owners, all owners should be listed separately on the petition, but only one signature for the respective address is required.
- d. The postmarked certified receipts and/or petitions shall be submitted to the staff of the department of community development services pursuant to the city development calendar along with:
1. A map showing the location of the property in question as well as the owners within 200 feet of the property; and
  2. A letter from the applicant certifying that the map shows a complete list of those property owners."

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PASSED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

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Mayor Peter Christie

ATTEST:

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Wayne Jertson  
City Clerk

APPROVED AS TO FORM:

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Jason B. Kelley, Staff Attorney

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

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

MEETING DATE: July 25, 2016 – Regular Meeting

AGENDA ITEM:

ITEM TITLE: An Ordinance Accepting and Confirming Easements Dedicated to the Public on  
Parcels 18-07204-004, Known as 8512 Stevenson Place, and for  
Other Purposes

SUBMITTED BY: Christopher Suneson, PLA

SUMMARY EXPLANATION: The Planning Commission reviewed IS-2016-23820 on July 11,  
2016, where it received a unanimous vote to accept the required right-of-way and easement  
dedications depicted.

The survey instrument incorporated into the ordinance subdivides the subject property into two  
subject parcels. The plat provides 20' on the property's west boundary for Rolling Hills Road, and  
dedicates utility and drainage easements required under subdivision regulations.

ATTACHMENT: ORDINANCE  RESOLUTION  OTHER

RECOMMENDATION: Staff recommends approval of this ordinance, and is requesting that the  
City Council waive the its normal three readings to expedite the dedication to the public as well as  
to accommodate a closing that is scheduled to occur just after the regular meeting.

ACTION REQUESTED:  
Motion to adopt



ORDINANCE NO. 2016-\_\_\_\_\_

**ACCEPTING AND CONFIRMING EASEMENTS DEDICATED TO THE PUBLIC ON  
PARCEL 18-07204-004, KNOWN AS 8512 STEVENSON PLACE, AND FOR OTHER  
PURPOSES.**

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

**WHEREAS**, the Planning Commission reviewed IS-2016-23820 on July 11, 2016, and unanimously recommended acceptance of the easements to the City Council.

**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', which is made a part hereof, are hereby accepted and confirmed for public use.

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PASSED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

Motion to adopt made by:

Ayes:

Nays:

Motion:

APPROVED:

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Mayor Peter Christie

ATTEST:

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Wayne Jertson  
City Clerk

APPROVED AS TO FORM:

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Jason B. Kelley, Staff Attorney

**ORDINANCE NO. \_\_\_\_\_**

**CITY OF BELLA VISTA, ARKANSAS**

**REPEALING ORDINANCE NO. 2016-08 AUTHORIZING BORROWING FUNDS PURSUANT TO ARKANSAS CONSTITUTIONAL AMENDMENT 78 FOR THE ACQUISITION OF A 2016 KME CUSTOM PUMPER FIRE TRUCK**

**WHEREAS**, the City Council of the City of Bella Vista, Arkansas determines that the City should pay cash out of available reserves for a new 2016 KME custom pumper fire truck for usage by the Fire Department and that financing options are not required; and

**WHEREAS**, the City Council previously authorized borrowing, pursuant to Amendment 78 of the Arkansas Constitution, in Ordinance No. 2016-08 to fund the purchase which is no longer needed;

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

**SECTION 1:** Ordinance No. 2016-08 of the City of Bella Vista, Arkansas is hereby repealed.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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**

**AMENDING RESOLUTION NO. R2016-03 DESIGNATING  
AUTHORIZED DISBURSING OFFICERS FOR THE CITY OF BELLA  
VISTA FOR CALENDAR YEAR 2016**

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

**SECTION 1:** Resolution No. R2016-03 of the City of Bella Vista is hereby amended by replacing the name Jane Wilms as Alternate No. 3 in Section 1 with Melissa Cruise.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
PETER CHRISTIE  
MAYOR

ATTEST:

\_\_\_\_\_  
WAYNE JERTSON  
CITY CLERK

Requested by Mayor Christie  
Prepared by Jason Kelley, Staff Attorney

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF BELLA VISTA, ARKANSAS**

**ACCEPTING THE RESIGNATION OF G. ALLEN KING AS ALDERMAN  
OF THE CITY OF BELLA VISTA FOR WARD 3, POSITION 1, AND  
DECLARING A VACANCY**

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

**SECTION 1:** The resignation to be effective July 31, 2016, of G. Allen King as Alderman of the City of Bella Vista for Ward 3, Position 1 is hereby accepted.

**SECTION 2:** Effective July 31, 2016, a vacancy is hereby declared to exist in the office of Alderman of the City of Bella Vista for Ward 3, Position 1.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
PETER CHRISTIE  
MAYOR

ATTEST:

\_\_\_\_\_  
WAYNE JERTSON  
CITY CLERK

RESOLUTION NO. \_\_\_\_\_

CITY OF BELLA VISTA, ARKANSAS

**REDUCING THE SALARY COMPENSATION OF ALDERMAN LARRY WILSON TO ZERO DOLLARS (\$0) FOR THE REMAINDER OF CALENDAR YEAR 2016 AT HIS REQUEST, AND AMENDING THE 2016 ANNUAL CITY BUDGET TO AUTHORIZE THE TRANSFER OF FUNDING OTHERWISE DESIGNATED FOR THE COMPENSATION OF ALDERMAN WILSON TO THE BELLA VISTA POLICE DEPARTMENT**

**WHEREAS**, Arkansas Code Annotated § 14-42-113(a) provides that the salary of an elected official of a city of the first class may be decreased during the elected official's term only if requested by the official; and

**WHEREAS**, Alderman Larry Wilson has requested his salary be reduced to zero dollars (\$0) for the remainder of calendar year 2016 and that money otherwise to be paid to him in salary during this period be transferred to the Bella Vista Police Department to meet the needs of law enforcement;

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

**SECTION 1:** The salary compensation of Alderman Larry Wilson beginning August 1, 2016, and continuing through the remainder of calendar year 2016, shall be zero dollars (\$0).

**SECTION 2:** The 2016 annual city budget is hereby amended by transferring to the Bella Vista Police Department (Department 20) all sums which would otherwise have been paid to Alderman Wilson if his compensation for the remainder of calendar year 2016 had not been reduced to zero dollars (\$0) on August 1, 2016.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
PETER CHRISTIE  
MAYOR

ATTEST:

\_\_\_\_\_  
WAYNE JERTSON  
CITY CLERK

Requested by Alderman Wilson  
Prepared by Jason Kelley, Staff Attorney

# Memorandum

July 21, 2016

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Contract Proposal for a Fuel Supplier Vendor

The construction of our new Fuel Depot at the Street Department Facility is nearly complete. In researching potential Fuel Supplier Vendors to provide us with our fuel needs, Frost Oil Company has presented us with the best proposal at this time. We currently use approximately 45,000 gallons of unleaded fuel and just over 50,000 gallons of diesel fuel in an average year. As I have reported in the past, we can expect to see a cost savings in fuel of approximately 15k per year by buying in bulk. The largest savings will come from the "off road diesel" that we will be purchasing, which incurs less tax.

To give you a short summary of the contract with Frost Oil Company, the duration of the contract is for one year and can be renewed automatically providing both Seller and/or Buyer agree. The price for fuel will be based on a \$.02 margin mark up above the seller's cost plus a freight rate from Rogers AR terminal. If for some reason the Rogers terminal is down, deliveries could come from other terminals, which the freight rate would be slightly higher.

With that, I recommend that Bella Vista City Council approve the contract proposal provided by Frost Oil Company for supplying fuel to the City of Bella Vista AR.

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

**COMMODITY SCHEDULE**

PURCHASER: City of Bella Vista  
DELIVERY POINT: Bella Vista, AR

DATE: August 1, 2016  
PRODUCTS: E10 Unleaded Gasoline, ULSD-Dyed

This Commodity Schedule is attached to, and made a part of, a Contract of Sale between Purchaser and Seller dated July \_\_, 2016 (the "Contract"). Unless otherwise indicated, the capitalized terms used in this Commodity Schedule shall have the same meaning used in the Contract.

1. Quantity. 100% of Purchaser's annual requirements for bulk deliveries, in approximate quantities of 8,000 gallons per delivery to the storage location(s) of Purchaser in Bella Vista, AR (the "Premises").
2. Delivery/Title/Risk of Loss. Delivery, title, and risk of loss shall be made or pass as set forth in the Contract.
3. Inspection. Purchaser shall have the right, at its expense, to have an inspection made at delivery point, provided such inspection shall not delay shipment. Should Purchaser fail to make inspection, it shall accept Seller's inspection and measurement.
4. Price. The price to be paid by Purchaser shall be the posted rack price of Seller's supplier(s) for 87 octane E10 gasoline and dyed Ultra-Low Sulfur Diesel at Rogers, AR in effect at the time of delivery, plus Seller's margin of \$.02 per gallon, plus Seller's freight rate from Rogers, AR to the Premises in effect at the time of delivery, plus all applicable state or federal taxes and fees to which Purchaser is subject. In the event that fuel products are not available at Rogers, AR, Seller shall have the right to obtain said products at either Ft. Smith, AR or Tulsa, OK and base the price charged to Purchaser on posted rack pricing at the applicable terminal and freight from said terminal. All prices charged by Seller are subject to the provisions of applicable law, and deliveries made in less than transport-load quantities are subject to additional freight charges.

ACCEPTED:

ACCEPTED:

SELLER:

PURCHASER:

**Frost Oil Co.**

**City of Bella Vista, Arkansas**

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## CONTRACT OF SALE

THIS CONTRACT OF SALE (END USER) (the "Contract") made and entered into this \_\_\_ day of July, 2016 between **Frost Oil Co.**, with a business address of 1430 S. 28<sup>th</sup> Street, Van Buren, AR 72956 (hereinafter called "Seller") and **the City of Bella Vista, Arkansas**, with a business address of 2471 Forest Hills Blvd., Bella Vista, AR 72714 (hereinafter called "Purchaser").

### WITNESSETH:

For and in consideration of the mutual promises herein contained and pursuant to the terms herein, Seller agrees to sell and deliver to Purchaser, and Purchaser agrees to purchase and receive from and pay Seller for, petroleum products of the kinds and in the quantities and under the terms and conditions specifically set forth in the Commodity Schedule(s) annexed hereto and made a part hereof.

1. **Duration.** This Contract shall be for a term of one (1) year, commencing on the 1st day of August, 2016 and expiring on the 31<sup>st</sup> day of July, 2017 (the "Term"). This Contract shall be renewed automatically for an additional period of one (1) year at each anniversary date unless either Seller or Purchaser shall provide written notice to the other party of its intention not to renew no later than sixty (60) days prior to said anniversary date.

2. **Products.** (a) During the Term of this Agreement and any renewals thereof, Purchaser shall purchase from Seller all of Purchaser's requirements for bulk motor fuel products, with said bulk motor fuel products to be delivered by Seller to the delivery locations specified in the Commodity Schedules attached hereto (the "Premises"). The Commodity Schedule(s) forming a part of this Contract and attached hereto were affixed at the signing hereof.

(b) By mutual consent this Contract may be amended from time to time by adding other or additional Schedules, substituting revised schedules or by deleting one or more items or provisions from any Commodity Schedule(s) attached hereto. Additional and revised schedules shall be so marked and initialed by authorized representatives of Seller and Purchaser and shall be affixed to and become a part of this Contract from and after the date appearing on such additional or revised schedule. Deletions shall be by notice given as provided herein and effective when accepted.

(c) At Seller's sole option, this Contract may be terminated without notice upon Purchaser's failure to pay any amount when and as due, and no forbearance, course of dealing, or prior payment shall affect these rights of termination.

3. **Taxes.** It is agreed that there shall be added to the Contract price specified herein, and Purchaser will assume and pay, any and all taxes, fees, duties, and/or any other charges that may now or hereafter be imposed by the federal, state, or local government or any other governmental authority, upon the products covered by this Contract, or in respect to the importation, exportation, production, manufacture, storage, inspection, sale, use, handling, distribution or transportation thereof or of this Contract. Should Purchaser claim exemption from any such tax, fees, duties, or charges, said Purchaser shall (i) furnish appropriate, properly executed exemption certificates, in accordance with applicable laws and regulations in effect at the time of sale; and (ii) shall pay all such taxes, fees, duties, and charges until such exemption is approved.

4. **Price.** The price of the product(s) covered by this Contract shall be as stated in the applicable Commodity Schedule(s). Purchaser shall pay via check for all goods delivered to Purchaser by Seller hereunder within fifteen (15) days from the date of each delivery. Purchases made shall be payable at Seller's principal office unless otherwise specified by Seller.

5. **Credit.** If Seller, in its sole determination, extends credit to Purchaser, such extension of credit shall be made on such terms and conditions that Seller may require including, without limitation, the following:

(a) If payment is not made on or before the due date, a late payment charge in an amount established by Seller from time to time, not to exceed the maximum allowed by law, may be imposed for each month (and any part thereof) which elapses from due date to the date payment is received by Seller. Seller's right to collect a late payment charge does not operate as a waiver against Seller's right of termination of this Contract or of any other right that Seller may have at law or in equity.

(b) Seller reserves the right to withdraw such credit, or modify the terms and conditions of such credit, immediately at any time on giving to Purchaser notice thereof. If credit is withdrawn, all amounts then due and owing shall become payable immediately, and all future sales by Seller to Purchaser shall be for cash (or at Seller's option certified or cashier's check, money order or other means approved by Seller) payable prior to, or upon, delivery.

(c) Seller shall have the right, but not the obligation, to offset any indebtedness owed by Seller to Purchaser against any indebtedness owed by Purchaser to Seller, whether arising from the sale of goods or product(s) under this Contract, or from any other business transaction.

(d) In the event of insolvency of Purchaser, assignment for benefit of creditors, the institution of bankruptcy, insolvency, reorganization, receivership, debt adjustment, or liquidation proceedings, by or against Purchaser, or failure of Purchaser to perform any of the obligations of payment in accordance with the terms of payment established by Seller from time to time, Seller shall have the option without notice or demand upon Purchaser to declare an event of default under the Uniform Commercial Code, and upon any such default, Seller may declare all of Purchaser's indebtedness to Seller immediately due and payable. Thereafter Seller may proceed to enforce payment and may exercise any and all rights available to it.

6. Discontinuance or Substitution of Products. Seller reserves the right upon thirty (30) days' written notice to Purchaser to discontinue the sale of any product named herein due to the unavailability of any such product at Seller's primary source of supply. Should Seller do so, Seller shall not thereafter be obligated to make deliveries of such product. If Seller has available another, substantially similar product for sale to Purchaser in place of the discontinued one, Seller may substitute such substitute product for the one discontinued upon the consent of Purchaser, in which event this Agreement shall continue to the end of the Term.

7. Deliveries Delayed or Prevented. In the event the Seller's performance of this Contract is affected by strike, hurricane, tornado, fire, riot, war, act of terrorism or sabotage, Act of God, governmental regulations, or governmental requests or requisitions for national defense or other purposes, or failure or shortage of railway, pipe line, or vessel service normally available to Seller, or breakdown of, or injury to, or shortage in, facilities used for the production, refining, or transportation of the products described herein, or of the crude oil or other raw material from which they are made, or any other cause beyond the reasonable control of Seller, whether similar to or dissimilar from the enumerated causes, Seller may, at its, his, or their option suspend or terminate the performance of this Contract, in whole or in part, and no liability for damages shall attach against Seller on account thereof. Seller shall not be required to make up any deliveries omitted on account of any such causes.

8. Shipments. Claims regarding shortage in quantity shall be made at the time of delivery. Any claims regarding variance in quality of product(s) delivered by Seller shall be made no later than three (3) days after date of delivery. The parties hereto agree that, in the event of any claims asserted by the Purchaser hereunder, the Seller shall be given an opportunity to promptly inspect the product(s) or goods delivered and failure of the Purchaser to comply with these requirements shall operate as a waiver of any and all claims by the Purchaser.

9. Delivery/Title/Risk of Loss/Liability. (a) Delivery, passage of title, and risk of loss of the product(s) covered by this Contract shall be as follows: (i) Where delivery is made to Purchaser's business location in transportation furnished by Seller, delivery shall be complete on unloading of the tank wagon or transport truck. Where delivery is made into equipment furnished by Purchaser, if applicable, delivery shall be complete at the point of loading of such equipment. (ii) Title to product covered under the Contract shall pass to Purchaser upon delivery of product. (iii) Risk of loss of product shall pass to Purchaser upon delivery of product.

(b) Seller shall not be liable to Purchaser or to any other person for any damage to, or loss of property, or for injury to or death of persons, or for the violation by Purchaser, his agents or employees of any governmental statute, law, regulation, rule, or ordinance, arising from Purchaser's use, transportation, or storage of the products purchased under this Contract.

10. Unloading Demurrage. No bulk deliveries will be made in transport vehicles or vessels unless Purchaser shall provide adequate facilities to receive such deliveries. Purchaser shall pay demurrage, car rental, charter hire, and all damages for the time any such vehicles or vessels are held more than one (1) hour after arrival at destination.

11. Waivers. No waiver by Seller of any breach of any of the covenants or conditions herein contained to be performed by Purchaser shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

12. Notices. All written notices required or permitted to be given by this Contract shall be deemed to be duly given if delivered personally or sent by certified mail or via reputable, national overnight courier (such as Federal Express) to Seller or to Purchaser, as the case may be, at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

13. Entirety of Contract. This Contract cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Contract, except any indebtedness owed to Seller by Purchaser, and is a final, complete and exclusive statement of the agreement between Seller and Purchaser. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendment, deletion, modification, or alteration to this Contract shall have any effect unless and until made in writing and signed by an authorized representative of Seller and by Purchaser. EXECUTION OF THIS CONTRACT BY PURCHASER IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY PURCHASER.

14. Assignment. This Contract shall not be transferred or assigned by Seller or Purchaser in whole or in part, directly or indirectly, without the prior written consent of the other party hereto. No assignment or transfer shall affect the continuing primary liability of Purchaser (which liability, following assignment or transfer shall be joint and several with the assignee). No consent to any of the foregoing shall operate as a waiver in any subsequent instance. This Contract shall bind the executors, administrators, personal representatives, assigns, and successors of the respective parties.

15. Express Warranties. Seller warrants that the product(s) supplied hereunder will conform to the promises and affirmations of fact made in Seller's or Seller's suppliers' current technical literature and printed advertisements, if any, related specifically to such product(s); that it will convey good title to the product(s) supplied hereunder, free of all liens, and that the product(s) supplied hereunder meet such specifications as have been expressly made a part of this Contract. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL

OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

16. Hazardous materials. Purchaser recognizes that it is handling hazardous substances and agrees that in receiving, storing, handling and using product(s) purchased from Seller hereunder for its own use, Purchaser shall in all respects exercise the strictest care required by law and that it will comply with any and all applicable federal, State and local laws, ordinances and regulations pertaining to the storage and use of petroleum products, obligations, where applicable, imposed on the "owner" and "operator" of storage tank systems, prevention of spills, leaks, venting or other unintended discharge from product containers or storage tanks and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise unintentionally discharged from containers or storage tanks. Purchaser further understands, warrants, and agrees that it has sole responsibility for the storage, maintenance and use of all product(s) purchased from Seller hereunder and for corrective action and claims of third parties resulting from any failure to comply with the above and PURCHASER WILL DEFEND, INDEMNIFY AND HOLD SELLER, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEYS' FEES AND INTEREST ARISING OUT OF PURCHASER'S FAILURE TO COMPLY WITH THIS PARAGRAPH, and such failure by Purchaser shall entitle Seller to cancel any mutual contract immediately as it applies to the product(s) affected by such failure or other products which require the same standard of care.

17. Termination. (a) This Contract shall terminate upon expiration of the Term of this Contract.

(b) This Contract may be terminated by Seller, and no forbearance, course of dealing, or prior payment shall affect these rights of termination: (i) if Purchaser makes any material false or misleading statement or representation which induces Seller to enter into this Contract, or which is relevant to the relationship between the parties hereto; (ii) if Purchaser becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or Purchaser's creditors, or if a receiver is appointed for Purchaser; (iii) upon Purchaser's failure to pay any amount when and as due; (iv) if Purchaser defaults in any of its obligations under this Contract; (v) upon assignment of the Contract by Purchaser contrary to the terms of this Contract; or (vi) for grounds described elsewhere in this Contract as causes for termination by Seller.

(c) Termination of this Contract by either party for any reason shall not relieve the parties of any obligation theretofore accrued under this Contract.

18. Compliance with Laws. Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Contract shall remain binding upon the parties hereto.

19. Attorney's Fees. It is hereby agreed to and understood by the parties to this Contract that if Seller obtains a judgment against Purchaser for breach of any provision hereof, Seller's contract damages include all attorney's fees and other litigation costs and expenses incurred by Seller in obtaining such judgment.

20. Damages. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER UNDER TORT, STRICT LIABILITY, OR WARRANTY OR WHETHER ARISING OUT OF, OR FLOWING FROM, OR IN ANY MANNER RELATED TO THE MATTERS COVERED UNDER THIS CONTRACT.

21. Jointly Drafted. This Contract shall be deemed to have been drafted by all parties hereto and, in the event of dispute, each party waives the defense of *contra proferentem*.

22. No Third Party Beneficiary. This Contract is personal to the Purchaser and is intended for the sole use and benefit of Seller and Purchaser. Nothing contained herein shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Contract), and Seller and Purchaser specifically state and agree that no such intent exists.

23. Commencement. This Contract shall not be binding upon Seller until signed on its behalf by an authorized representative of Seller. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

**SELLER: Frost Oil Co.**

**PURCHASER: City of Bella Vista, Arkansas**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF BELLA VISTA, ARKANSAS**

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH FROST OIL CO. IN AN AMOUNT OF \$.02 PER GALLON MARKUP OVER SELLER'S WHOLESALE PRICE PLUS FREIGHT FOR PURCHASE OF FUEL FOR THE CITY FUEL DEPOT**

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

**SECTION 1:** The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Frost Oil Co. in an amount of \$.02 per gallon markup over Seller's wholesale price plus freight for the purchase of fuel for the City fuel depot.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor Peter Christie

ATTEST:

\_\_\_\_\_  
City Clerk Wayne Jertson

Requested by Mayor Christie  
Prepared by Jason Kelley, Staff Attorney

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF BELLA VISTA, ARKANSAS**

**AMENDING THE 2016 ANNUAL CITY BUDGET TO APPROPRIATE  
\$340,000.00 FOR THE PURCHASE OF A 2016 KME CUSTOM PUMPER  
TRUCK FOR THE FIRE DEPARTMENT**

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

**SECTION 1:** The City Council of the City of Bella Vista, Arkansas hereby amends the 2016 City Budget and appropriates \$340,000.00 to the Fire Department (Department 30) for the purchase of a 2016 KME Custom Pumper truck for usage by the Fire Department.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor Peter Christie

ATTEST:

\_\_\_\_\_  
City Clerk Wayne Jertson

Requested by Mayor Christie  
Prepared by Jason Kelley, Staff Attorney