



BELLA VISTA

A place to call home

MEETING: **REGULAR CITY COUNCIL MEETING**
DATE AND TIME: **Monday, September 26, 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 Bryan Fink, Highlands Methodist Church.
*** (See disclaimer below)
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **ROLL CALL:** Mayor Peter Christie, Aldermen Frank Anderson, John Flynn, Becky Morgan, James Wozniak and Larry Wilson.
- V. **CITIZEN INPUT/PUBLIC APPEARANCES:** *Please be advised that it is the policy of the municipality that there will be a three minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, but no response or action will be made under public comment.*
- VI. **APPROVAL OF MINUTES:** August 22, 2016
- VII. **REPORTS:**
 - A. Monthly Financial Report – July and August, 2016
 - B. Motion to Approve Finance Report-
- VIII. **MOTION TO SUSPEND RULES:** and read all proposed ordinances and resolutions on the agenda by title only.
- IX. **BUSINESS:**
 - A. **ORDINANCE NO-** AMENDING SECTION 20-6 JUVENILE CURFEW OF THE BELLA VISTA CITY CODE TO CLARIFY AND PROVIDE FOR CONSTITUTIONALLY MANDATED EXCEPTIONS TO A VIOLATION, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES. *Move to 3rd & final.*

- B. ORDINANCE NO-** WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BELLA VISTA ANIMAL SHELTER, INC. IN THE AMOUNT OF \$18,000.00 PER YEAR, PLUS \$100 PER DOG AND \$50 PER CAT FEES, FOR CALENDAR YEAR 2017, AND FOR OTHER PURPOSES. *Move to 3rd and final.*
- C. ORDINANCE NO-** AMENDING THE BELLA VISTA CITY CODE TO ENACT *SECTION 2-347 COLLECTION OF FINES AND COSTS IN DISTRICT COURT* TO FULFILL STATE LAW REQUIREMENTS TO DESIGNATE A RESPONSIBLE PARTY FOR THE COLLECTION OF FINES AND COSTS ASSESSED IN DISTRICT COURT, AND FOR OTHER PURPOSES. *Move to 3rd and final.*
- D. R2016- RESOLUTION-** AMENDING THE 2016 ANNUAL CITY BUDGET TO APPROPRIATE \$216,000.00 FROM CITY RESERVES FOR THE CASH PURCHASE OF A 2016 AMBULANCE FOR THE FIRE DEPARTMENT.
- E. R2016- RESOLUTION-** EXPRESSING THE SUPPORT OF THE BELLA VISTA CITY COUNCIL REGARDING THE LOCATION OF A DEPARTMENT OF THE BENTON COUNTY DISTRICT COURT IN THE CITY.
- F. R2016- RESOLUTION** APPROVING AMOUNTS OF LIENS TO BE CERTIFIED TO THE BENTON COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTIES AS A RESULT OF GRASS CUTTING EXPENSES AND ABATEMENT OF OTHER NUISANCES BY THE CITY OF BELLA VISTA; AND FOR OTHER PURPOSES.
- G. R2016-RESOLUTION-** AMENDING THE 2016 ANNUAL CITY BUDGET TO AUTHORIZE AN ADDITIONAL PART-TIME EMPLOYEE LIBRARY POSITION (16 HOURS PER WEEK MAXIMUM).
- H. R2016-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LUTTRELL CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$178,190.00 FOR CONSTRUCTION OF A SALT/SAND STORAGE BUILDING FOR THE STREET DEPARTMENT, AND AUTHORIZING TERMINATION OF A PRIOR CONTRACT WITH A PRIOR NON-LICENSED CONTRACTOR.
- I. R2016-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH MARION COMPANY LLC IN AN AMOUNT NOT TO EXCEED \$87,950.00 FOR CONSTRUCTION OF A HEAVY EQUIPMENT SHED FOR THE STREET DEPARTMENT

J. R2016-RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH ALLIED SERVICES, LLC D/B/A REPUBLIC SERVICES OF BELLA VISTA REGARDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND FOR OTHER PURPOSES.

K. R2016-RESOLUTION- ESTABLISHING RESIDENTIAL AND COMMERCIAL RATES FOR SOLID WASTE (TRASH) COLLECTION IN THE CITY.

L. R2016-RESOLUTION- AUTHORIZING THE MAYOR AND CITY CLERK ENTER INTO A LEASE AGREEMENT WITH BLUE MOUNTAIN STORAGE IN THE AMOUNT OF \$122 PER MONTH FOR PURPOSES OF OBTAINING CLIMATE-CONTROLLED STORAGE SPACE FOR THE POLICE DEPARTMENT.

MEETINGS AND ANNOUNCEMENTS:

- The next City Council Work Session will be Monday October 17, 2016 at 5:30PM in the City Hall Conference Room.
- The next Regular meeting of the City Council, Monday October 24, 2016 at 6:30 PM at the Bella Vista American Legion Hall.
- Planning Commission Work Session will be Thursday Sept. 29, 2016 at 4:30PM in the City Hall conference room.
- Planning Commission Regular Meeting will be October 10, 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 – AUGUST 22, 2016

Called to order at 6:30PM by Mayor Christie

Pledge of Allegiance was recited by all.

Clerk Jertson called the role of Council; Alderman Morgan, Flynn, Anderson, Wilson & Wozniak present.

Citizen Input: Lyle Mercer, 14733 Riordan Rd spoke about his concern on creating an Ordinance that will fit the multitude of variations in lot size and configuration throughout Bella Vista. A cookie-cutter proposal will not work in Bella Vista.

Linda Lloyd, 102 Fairway Drive addressed the council by thanking them for all the hard work put in over the last several months trying to find the right solution to this issue. She expressed the concern from the point of a Realtor trying to sell a property where an accessory structure placed improperly might affect the resale of the property. She urged passage of the Ordinance.

Roger Norbeck, 61 Portsmouth Drive complimented Alderman Flynn on all the work he has put in to this issue and urged an up or down vote on the Ordinance.

Approval of Minutes from 7/25/2016. Alderman Flynn pointed out an error in the voting on one of the Ordinances. The minutes will be corrected accordingly. Alderman Flynn moved approval of the minutes with that correction noted. Second by Alderman Wozniak. Show of hands vote showed all 5 in favor.

Financial Report for June was given by Mayor Christie. Summaries of the report are available at the entrance of the room. Alderman Anderson made a motion to accept, seconded by Alderman Wozniak. Carried by unanimous vote.

Mayor Christie then proposed to suspend the rules and add an item to the end of the agenda. Motion was made by Alderman Flynn and seconded by Alderman Wozniak. Roll Call Vote was taken and passed by vote of 5 ayes, 0 nays. This item will be labeled Item L.

Motion to suspend the rules and read all ordinances and resolutions by title only was made by Alderman Wozniak, seconded by Alderman Flynn. Roll call vote 5 ayes, 0 nays. Passed.

Business:

ORDINANCE NO-2016-18 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 July meeting. The Mayor explained the status of the wording of this ordinance and the concern to consult an engineer to examine the working of the ordinance. Alderman Flynn moved that the ordinance be approved at this time. Alderman Anderson seconded this motion and a roll call vote was held. Alderman Morgan, Flynn, Anderson and Wozniak voted aye. Alderman Wilson voted Nay. Ordinance adopted.

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.** Tabled from July meeting.

More discussion was held on this issue and the Mayor explained that one option was to establish a citizen committee with participation from the City, the ACC and Cooper to work out the items

that remain a concern. Alderman Anderson then made a motion to amend the current Ordinance to offer the Amended Ordinance that was handed out. Second was offered by Alderman Wozniak. Alderman Flynn did comment that it is fine to go ahead with this fence issue but that the accessory structures needs to remain an issue to continue to work on. Roll call vote on the Amendment was taken and it was supported by all 5 alderman. At this point the Mayor then read the amended Ordinance for the final time and a motion to approve was offered by Alderman Anderson, second by Alderman Wozniak. Roll call vote was held and supported by all alderman. At this point Alderman Anderson asked the Mayor to appoint a committee soon to deal with the accessory structure concerns. Mayor Christie agreed that would be done. Below is the title of the amended ordinance that was passed.

ORDINANCE NO-2016-19 AN ORDINANCE AMENDING BELLA VISTA CITY CODE SECTION 109-248 REGULATING FENCE LOCATION, AND FOR OTHER ORDINANCE PURPOSES.

ORDINANCE NO 2016-20- 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. **Third Reading.** Alderman Anderson expressed that this ordinance reduces the cost to the residents and streamlines the process. Alderman Anderson moved approval, second by Alderman Wozniak. Roll call vote was taken and passed 5 ayes, 0 nays.

ORDINANCE NO 2016-21- AMENDING THE BELLA VISTA CITY CODE CONCERNING THE NUMBER OF MEMBERS ON THE BOARD OF CONSTRUCTION APPEALS IN SECTION 103-44(a)(1); THE BOARDS ORGANIZATION IN SECTION 103-44(b); THE BOARDS POWERS AND DUTIES IN SECTION 103-44(c); APPEALS AND THE APPLICATION PROCESS IN SUB-SECTIONS 103-45(a), (e)-(h); AND FOR OTHER PURPOSES. (First Reading) This issues will align the structure with what the Planning Commission and the Board of Zoning Adjustments are. This was recommended by staff. Alderman Flynn that this be moved to third and final reading. Seconded by Alderman Wozniak. Roll call on the suspension of rules passed 5, 0. The Mayor then read the Ordinance for the final time. Alderman Flynn moved approval, seconded by Alderman Wozniak. Adopted by vote of 5 ayes, 0 nays.

ORDINANCE NO 2016-22 ACCEPTING AND CONFIRMING EASEMENTS AND RIGHTS-OF-WAY DEDICATED TO THE PUBLIC ON PARCEL 18-07983-003, KNOWN AS 9051 COMMONWEALTH ROAD, AND FOR OTHER PURPOSES. (Staff requests moving to third and final reading) This is endorsed by the Planning Commission. Alderman Wozniak asked for a clarification on the location. Alderman Anderson moved to suspend the rules and move to third and final reading. Seconded by Alderman Flynn. Mayor read for the final time and a motion was made to adopt by Alderman Anderson, second by Flynn. Carried 5 ayes, 0 nays.

R2016-31 RESOLUTION APPROVING A CONTRACT AMENDMENT WITH CRAFTON TULL & ASSOCIATES, INC. FOR ARCHITECTURAL SERVICES RELATED TO THE EXPANSION OF THE CITY STREET DEPARTMENT FACILITY, AMENDING THE 2016 CAPITAL BUILDING BUDGET, AND FOR OTHER PURPOSES. The mayor explained that this is for a tire storage area that was a part of the original plan but was removed at the time because of cost concerns. This just gives the architects the go ahead to plan this structure. The building would have to be approved later. Motion to approve by Alderman Wozniak, second by Alderman Flynn. Carried by vote of 5 ayes, 0 nays.

R2016-32 RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT

WITH SUPERIOR AUTO GROUP OF SILOAM SPRINGS, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR THE PURCHASE OF ONE (1) 2016 DODGE CHARGER POLICE VEHICLE, IN THE AMOUNT OF \$23,165.00, PLUS \$4,500.00 FOR NEEDED VEHICLE EQUIPMENT, FOR USAGE BY THE POLICE DEPARTMENT. This is a replacement of a vehicle that was totaled in an accident. Insurance of \$13,000 was received and a replacement vehicle has been located. A motion to approve was made by Alderman Wozniak, second by Alderman Morgan. Vote was 5 ayes, 0 nays. Adopted.

R2016-33 RESOLUTION AUTHORIZING ACCEPTANCE OF A 90%/10% MATCHING GRANT THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN AN AMOUNT NOT EXCEEDING \$250,000.00 TO FUND THE PURCHASE OF SIX (6) POWER COTS AND SIX (6) LOADERS FOR USAGE ON AMBULANCES BY THE FIRE DEPARTMENT. Chief Sims made a few comments on this grant and Alderman Morgan congratulated him on their efforts with receiving this grant. Motion was made by Alderman Wozniak, second by Alderman Morgan. Roll call vote, Ayes:5, Nays 0. Passed.

ORDINANCE NO 2016-23 WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH STRYKER INC. OF CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$248,000.00 FOR THE PURCHASE OF SIX (6) POWER COTS AND SIX (6) AMBULANCE POWER LOADERS FOR USAGE BY THE FIRE DEPARTMENT, AMENDING THE 2016 CITY BUDGET TO RECOGNIZE GRANT REVENUE AND AUTHORIZE THE APPROPRIATION, AND FOR OTHER PURPOSES. (Staff requests moving to third and final reading) This Ordinance follows the approval of the previous resolution and allows the Fire Department to move ahead on this purchase. A motion to suspend the rules and move to third and final reading was made by Alderman Morgan, second by Alderman Wozniak. Passed by vote of 5 ayes, 0 nays. Motion to Approve the Ordinance was made by Alderman Morgan, second by Alderman Wilson. Roll call vote 5 ayes, 0 nays. Adopted.

R2016-34 RESOLUTION ADOPTING THE FINALIZED BENTON COUNTY HAZARD MITIGATION PLAN, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. Mayor Christie explained the need for this plan and how it will allow Bella Vista to be a part of this plan. Motion to approve by Alderman Anderson, second by Alderman Wozniak. Vote was 5 ayes, 0 nays.

R2016-35-RESOLUTION -APPROVING A NO COST EQUIPMENT LEASE AGREEMENT WITH THE BELLA VISTA PROPERTY OWNERS ASSOCIATION, AND FOR OTHER PURPOSES. This allows the use of the POA boats on the various lakes in the community in order to continue the mapping of storm water discharge locations. Motion to approve made by Alderman Anderson, second by Alderman Wozniak. Carried 5, 0.

R2016-36 RESOLUTION- AMENDING THE 2016 CITY BUDGET TO AUTHORIZE A NEW FULL-TIME POSITION OF NETWORK ADMINISTRATOR--IT, PROVIDING FOR SALARY AND BENEFITS, ELIMINATING A PREVIOUSLY AUTHORIZED PART-TIME POSITION IN HUMAN RESOURCES, AND FOR OTHER PURPOSES. The Mayor explained the reasons for this position and that there is money in the budget to cover this position for the rest of the year. A part time HR position that was in the budget has been eliminated. The original resolution that was presented called for removing a full-time position in HR and that was amended at the meeting with a motion to amend by Alderman Flynn, second by Alderman Wozniak. Vote on the amendment passed by vote of 5 ayes, 0 nays. Comments were made that Chief Farmer has been spending quite a bit of

time helping with IT issues, Moved by Alderman Flynn, second by Alderman Wozniak. Ayes: 5, Nays: 0 Adopted.

MEETINGS AND ANNOUNCEMENTS:

- The next City Council Work Session will be Monday Sept. 19, 2016 at 5:30PM in the City Hall Conference Room.
- The next Regular meeting of the City Council, Monday Sept. 26, 2016 at 6:30 PM at the Bella Vista American Legion Hall.
- Planning Commission Work Session will be Thursday Sept. 1, 2016 at 4:30PM in the City Hall conference room.
- Planning Commission Regular Meeting will be Sept 12, 2016 at 5:30PM in the City Hall conference room.

Meeting was adjourned at 7:09PM

City Clerk Wayne Jertson

Mayor Peter Christie

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING SECTION 20-6 JUVENILE CURFEW OF THE BELLA VISTA CITY CODE TO CLARIFY AND PROVIDE FOR CONSTITUTIONALLY MANDATED EXCEPTIONS TO A VIOLATION, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, Section 20-6 of the City Code provides for a juvenile curfew; and

WHEREAS, the Section is unclear and does not sufficiently provide for constitutionally mandated exceptions to a violation; and

WHEREAS, clarifying changes to the Section are necessary;

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 amends Section 20-6 Juvenile Curfew of the Bella Vista City Code so that after amendment the Section shall read as follows:

“Sec. 20-6. Juvenile curfew.

- (a) It shall be unlawful for any person under the age of eighteen (18) years to be upon or about the public streets and alleys of the city, or any other public place, park, playground, lake, lakeshore, or vacant lots, between the hours of 11:00 p.m and 6:00 a.m., Sunday through Thursday, or 12:00 midnight and 6:00 a.m., Friday and Saturday.
- (b) Evidence that a person under the age of eighteen (18) years is present at any prohibited location provided in subsection (a) during the prohibited shall be prima facie evidence of a violation of this section.
- (c) No person shall be deemed in violation of subsection (a) if:
 - (1) the person is accompanied by a parent, guardian, or a responsible adult authorized by a parent or guardian to take the parent or guardian’s place to accompany the person for a designated period of time and purpose within a specified area. For purposes of this subsection (c)(1), a “responsible adult” means a person at least twenty-one (21) years of age to whom a parent or legal guardian has expressly given permission to accompany the minor;
 - (2) the person is employed and is at work, or travelling directly to or from work to a place of residence;

- (3) the person is at an activity that is supervised by adults and sponsored by the city, a civic organization, a property owners association, a public or private school, or any entity that takes responsibility for the person, or the person is travelling directly to or from such an activity to a place of residence;
- (4) the person is on a trip in interstate commerce;
- (5) the person is required to leave a residence because of an emergency;
- (6) the person is engaged in an activity that is protected by the First Amendment to the U.S. Constitution, or the freedom of speech, religion or expression provisions of Article II of the Arkansas Constitution; or
- (7) the person is emancipated and no longer has a parent-child relationship as a result of marriage, or as a result of being recognized as an adult by an order of a court of competent jurisdiction.”

SECTION 2: EMERGENCY CLAUSE. The need to provide clarity and provide for constitutionally mandated exceptions to a violation of the juvenile curfew is immediate and necessary for the public health and safety. Therefore, an emergency is hereby declared to exist, and this Ordinance shall take full force and effect from and after its passage as provided by law.

PASSED THIS _____ DAY OF _____, 2016.

APPROVED:

MAYOR PETER CHRISTIE

ATTEST:

WAYNE JERTSON
CITY CLERK

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

ORDINANCE NO _____

CITY OF BELLA VISTA, ARKANSAS

WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH BELLA VISTA ANIMAL SHELTER, INC. IN THE AMOUNT OF \$18,000.00 PER YEAR, PLUS \$100 PER DOG AND \$50 PER CAT FEES, FOR CALENDAR YEAR 2017, AND FOR OTHER PURPOSES

WHEREAS, the City of Bella Vista does not have its own animal shelter; and

WHEREAS, Bella Vista Animal Shelter, Inc. has provided animal shelter services for the Bella Vista community for a number of years; and

WHEREAS, there is no other animal shelter service available in the City of Bella Vista for the provision of dog and cat sheltering in furtherance of city and state legal requirements;

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

SECTION 1. The City Council of the City of Bella Vista, Arkansas hereby determines that the above circumstances make formal competitive bidding not feasible or practical and therefore waives the requirement of formal competitive bidding and authorizes the Mayor and City Clerk to enter into a contract with Bella Vista Animal Shelter, Inc. in an amount of \$18,000.00 per year, plus \$100 per dog and \$50 per cat shelter fee, for the provision of animal sheltering services for the City of Bella Vista.

PASSED THIS _____ DAY OF _____, 20_____

APPROVED:

MAYOR PETER CHRISTIE

ATTEST:

WAYNE JERTSON, CITY CLERK

Requested by Mayor
Prepared by Jason Kelley, Staff Attorney

ORDINANCE NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE BELLA VISTA CITY CODE TO ENACT *SECTION 2-347 COLLECTION OF FINES AND COSTS IN DISTRICT COURT TO FULFILL STATE LAW REQUIREMENTS TO DESIGNATE A RESPONSIBLE PARTY FOR THE COLLECTION OF FINES AND COSTS ASSESSED IN DISTRICT COURT, AND FOR OTHER PURPOSES*

WHEREAS, Ark. Code Ann. § 16-13-709 requires the governing body of a political subdivision which contributes to the expenses of a district court to designate a county, town, or city official, agency or department who shall be primarily responsible for the collection of fines assessed in the district court; and

WHEREAS, the City of Bella Vista contributes to the expenses of the Bentonville Department of Division 2 of the Benton County District Court;

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 enacts a new Section 2-347 Collection of Fines and Costs in District Court to the Bella Vista City Code which shall read as follows:

“Sec. 2-347. Collection of Fines and Costs in District Court.

Pursuant to Ark. Code Ann. § 16-13-709, the Benton County District Court, Division 2, Bentonville Department is hereby designated as the entity with primary responsibility for the collection of fines and costs assessed in district court.”

PASSED THIS _____ DAY OF _____, 2016.

APPROVED:

MAYOR PETER CHRISTIE

ATTEST:

WAYNE JERTSON
CITY CLERK

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE 2016 ANNUAL CITY BUDGET TO APPROPRIATE
\$216,000.00 FROM CITY RESERVES FOR THE CASH PURCHASE OF A
2016 AMBULANCE 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 to appropriate \$216,000.00 from available city reserves for the cash purchase of a 2016 ambulance for the Fire Department (Acct. No. 30-52800).

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

**EXPRESSING THE SUPPORT OF THE BELLA VISTA CITY COUNCIL
REGARDING THE LOCATION OF A DEPARTMENT OF THE BENTON
COUNTY DISTRICT COURT IN 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 expresses its support of the State of Arkansas taking action to locate a department of the Benton County District Court in the City of Bella Vista.

SECTION 2: The City Clerk is requested to deliver a copy of this Resolution to the state Administrative Office of the Courts, the City's delegation in the Arkansas General Assembly, and to the Governor's office.

PASSED THIS _____ DAY OF _____, 2016.

APPROVED:

Mayor Peter Christie

ATTEST:

City Clerk Wayne Jertson

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

MEETING DATE: September 26, 2016 - Regular Meeting

AGENDA ITEM:

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

SUBMITTED BY: Christopher Suneson, PLA

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

Included in the resolution are only one property that has been maintained in 2016. It is the Department's understanding that this particular property may transfer ownership, and started the notification process a month earlier than usual for it.

The property owner was notified in August of the need to pay the expenses within 30 days of receipt of the attached invoice. The invoice also provides notice of a public hearing to certify the amounts on September 26, 2016. Per statute, the City Council must conduct a public hearing on these amounts, and certify the costs of the Tax Collector.

The resolution reflects collections received by the Department through September 14, 2016.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: The administration is recommending approval of this resolution.

ACTION REQUESTED:
Motion to adopt



BELLA VISTA
A place to call home

**CITY OF BELLA VISTA
 COMMUNITY DEVELOPMENT SERVICES DEPT.
 616 W. LANCASHIRE BLVD.
 BELLA VISTA, AR 72715
 (479) 268-4980**

DATE: 8/2/2016

INVOICE

TO:
 Retha D. Williams
 13 Grisham Drive
 Bella Vista, AR 72715

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

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

RE: 13 Grisham Drive, Bella Vista, AR 72715

Parcel #16-02520-000

| NO: | DESCRIPTION | COST |
|-------------------------|----------------------------|-----------------|
| | ABSTRACTS | |
| | FILING FEE | |
| | GRASS CUTTING(S) | |
| | PROPERTY CLEAN UP / MOWING | \$640.00 |
| | VEGETATIVE CONTROL | |
| | POSTAGE | \$19.41 |
| | LEGAL ADVERTISING | |
| | DEMOLITION | |
| | HAZARDOUS MATERIALS | |
| | ASBESTOS | |
| | BOARDING & SECURING | |
| | ADMINISTRATIVE COSTS | |
| TOTAL AMOUNT DUE | | \$659.41 |

PAYMENT DUE DATE: UPON RECIEPT

If payment is not received within 30 days of your receipt of this invoice, a lien will be filed against the property pursuant to AR CODE ANN. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time, a hearing to have the debt certified for collection will then be held on: **September 26, 2016**, at 6:30pm at the Bella Vista American Legion Post 341, 1889 Bella Vista Way (Hwy 71 & Kingsland Rd), Bella Vista, AR before the Bella Vista City Council. You have a right to attend the hearing.

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

PLEASE MAKE CHECK PAYABLE TO : CITY OF BELLA VISTA

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

RESOLUTION NO. _____

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

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

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

WHEREAS, a hearing for the purpose of determining such liens has been set on September 26, 2016, in order to allow for service of the attached notice of same upon the listed property owners, by certified mail or publication as is necessary; and

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

| Last Known Registered Owner | Address | Parcel Number | Total |
|------------------------------------|------------------|----------------------|--------------|
| Retha D Williams | 13 Grisham Drive | 16-02520-000 | \$659.41 |

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

SECTION 1: That after notice to property owners, a public hearing was held on September 26, 2016, for the purpose of determining the amount of liens, if any, to be filed against certain real property as the result of grass cutting and abatement of other nuisances by the City of Bella Vista.

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

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

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

PASSED THIS ____ DAY OF _____, 2016.

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, AICP, Director of Community Development Services

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**AMENDING THE 2016 ANNUAL CITY BUDGET TO AUTHORIZE AN
ADDITIONAL PART-TIME EMPLOYEE LIBRARY POSITION (16
HOURS PER WEEK MAXIMUM)**

**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 to authorize an additional part-time employee library position (16 hours per week maximum). Funding for the position shall be provided through the available 2016 library budget.

PASSED THIS _____ DAY OF _____, 2016.

APPROVED:

Mayor Peter Christie

ATTEST:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Memorandum

September 14, 2016

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Request for Bid, Sand/Salt Storage Building

Requests for Bid were sent out to 11 different vendors for the construction of a Sand/Salt Storage Building located at the new Street Department Facility. Three bids were received, with Luttrell Construction being the low bidder at \$173,000.00. This Vendor meets all specifications provided in the bid packet for the construction of a 72 x 100-foot structure comprised of 8-foot-tall concrete stem walls with a clear span truss system and membrane fabric roof system. The budgeted amount for the entire project was in the amount of \$246,000.00, which included a paved floor as well as hard surface paving in front and one side of this structure, and some electrical lighting which will ultimately be part of another contract.

With that being said, I recommend that Bella Vista City Council award bid to Luttrell Construction in an amount not exceed \$178,190.00 (includes a 3% contingency to cover a potential rock clause) for the construction of a Sand/Salt Storage Building at the new Bella Vista Street Department Facility.

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

Salt Storage Re-bid Bid Tabulation - Sept 14th 2016 @ 9:30am

| Company Name | Contact | Phone No. | Bid Amount |
|---------------------------|----------------|------------------------------|------------|
| A&B Construction | Ben Striegel | 319-330-0566 | |
| Beck Construction | Larry Beck | 479-462-9345, 479-899-6140 | |
| Arnold Luttrell | Arnold | 479-903-6001 | \$173,000 |
| Diamond C Construction | Rome | 479-935-0381 | \$305,000 |
| Construct Connect | Jake Valentine | 800-364-2059 | |
| GCC | Byram McCune | 479-721-3396 | |
| Dodge Data | Tina Tydings | 513-666-3357 | |
| SSI | Jimmy Carson | 479-361-5857 | \$266,700 |
| Ground Zero | Mr. H. Harris | 479-957-2966 or 918-422-5354 | |
| Clear Span | Brad Williams | 800-603-4445 x 1241 | |
| Legacy Building Solutions | Matt | 319-560-4505 | |
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City of Bella Vista

STATE OF ARKANSAS

INVITATION TO BID

The City of Bella Vista, Arkansas will accept sealed bids on:

Salt Storage Building

Specifications may be obtained at the office of the Bella Vista Street Department, 2471 Forest Hills Blvd, Bella Vista, AR 72715 or call 479-876-1204 and a copy will be sent to you. Sealed bids must be submitted to the of City of Bella Vista, c/o Mike Button, 2471 Forest Hills Blvd, Bella Vista, AR 72715 prior to the bid opening at 9:30 AM CST on Wednesday, September 14, 2016. Envelope must be marked as follows: **“Salt Storage Building”**.

Bella Vista reserves the right to reject any or all bids or any part thereof and to accept the bid that is in the best interest of the City.

Bid price must include all cost, freight and any applicable taxes.

Michael Button
Street Superintendent

Published: August, 2016

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LUTTRELL CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$178,190.00 FOR CONSTRUCTION OF A SALT/SAND STORAGE BUILDING FOR THE STREET DEPARTMENT, AND AUTHORIZING TERMINATION OF A PRIOR CONTRACT WITH A PRIOR NON-LICENSED CONTRACTOR

WHEREAS, the City desires to construct a salt/sand storage facility for the Street Department; and

WHEREAS, a previous contractor, A&B Construction of Iowa, was determined to be unlicensed as a contractor in the State of Arkansas and, therefore, not legally qualified to construct the facility;

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 Luttrell Construction in an amount not to exceed \$178,190.00 for construction of a salt/sand storage facility for the Street Department, and further authorizes termination of a previous contract with A&B Construction of Iowa for the work.

PASSED THIS _____ DAY OF _____, 2016.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Memorandum

September 14, 2016

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Request for Bid, Heavy Equipment Shed

Requests for Bid were sent out to 14 different vendors for the construction of a Heavy Equipment Shed located at the new Street Department Facility. Three bids were received, with Marion Company LLC being the low bidder at \$85,384.00. This Vendor meets all specifications provided in the bid packet for the construction of a 150 x 40-foot deep equipment shed for storing heavy type track equipment etc. The budgeted amount for the entire project was in the amount of \$135,000.00, which included a gravel floor (to be done in-house by Street Department) and some electrical lighting which will ultimately be part of another contract.

With that being said, I recommend that Bella Vista City Council award bid to Marion Company LLC, in an amount not exceed \$87,950.00 (includes a 3% contingency to cover a potential rock clause) for the construction of a Heavy Equipment Shed at the new Bella Vista Street Department Facility.

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

City of Bella Vista

STATE OF ARKANSAS

INVITATION TO BID

The City of Bella Vista, Arkansas will accept sealed bids on:

Heavy Equipment Shed

Specifications may be obtained at the office of the Bella Vista Street Department, 2471 Forest Hills Blvd, Bella Vista, AR 72715 or call 479-876-1204 and a copy will be sent to you. Sealed bids must be submitted to the City of Bella Vista, c/o Mike Button, 2471 Forest Hills Blvd, Bella Vista, AR 72715 prior to the bid opening at 10:00 AM CST on Wednesday, September 14, 2016. Envelope must be marked as follows: **“Heavy Equipment Shed”**.

Bella Vista reserves the right to reject any or all bids or any part thereof and to accept the bid that is in the best interest of the City.

Bid price must include all cost, freight and any applicable taxes.

Michael Button
Street Superintendent

Published: August, 2016

Heavy Equipment Shed Bid Tabulation 9/14/16 @ 10:00am

| Company Name | Contact | Phone No. | Bid Amount |
|----------------------------|-------------------|----------------------------|-------------------|
| A&B Construction | Ben Striegel | 319-330-0566 | |
| Beck Construction | Larry Beck | 479-462-9345, 479-899-6140 | |
| Arnold Luttrell | Arnold | 479-903-6001 | |
| Marathon Metal of Gravette | Brent | 866-479-7870 | |
| Diamond C Construction | Rome | 479-935-0381 | \$108,000 |
| GCC | Byram McCune | 479-721-3396 | |
| Dodge Data | Tina Tydings | 513-666-3357 | |
| American Building Systems | BJ Grant | 501-847-3051 | |
| SBI Metal Buildings.com | B. Cordell | 501-262-0600 | \$145,700 |
| Jones Building Systems | Miles | 479-644-6336 | |
| ConstructConnect | Peter "Drew" Ener | 323-602-5079 x 74467 | |
| Liberty Hill Contracting | Kelly Lindsey | 479-871-1492 | |
| SSI | Jimmy Carson | 479-361-5857 | |
| Marion Company LLC | Jason Flynn | 417-451-5743 | \$85,384 |
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RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH MARION COMPANY LLC IN AN AMOUNT NOT TO EXCEED \$87,950.00 FOR CONSTRUCTION OF A HEAVY EQUIPMENT SHED FOR THE STREET DEPARTMENT

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a contract with Marion Company LLC in an amount not to exceed \$87,950.00 for construction of a heavy equipment shed for the Street 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

AMENDMENT TO MUNICIPAL CONTRACT

THIS Amendment to the Municipal Contract this “Amendment”) is dated effective the ____ day of _____, 2016 (the “Effective Date”), between the City of Bella Vista, Arkansas (“City) and Allied Services, LLC d/b/a Allied Waste Services of Bella Vista // Republic Services of Bella Vista (“Contractor”).

Recitals

A. The City and Contractor entered into that certain Municipal Contract dated December 2012, with an Effective Date of January 1, 2013 (the “Contract”), pursuant to which Contractor agreed to provide certain solid waste collection and disposal services.

B. The City and the Contractor now desire to amend the Contract on the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Contract.

2. Legal Entity. The legal entity for Contractor is hereby corrected by:

- a. deleting “Allied Waste Services of Bella Vista, LLC” in the first paragraph;
- b. deleting “Allied Waste of Bella Vista a.k.a. Republic Services” in the signature block; and
- c. replacing both instances with “Allied Services, LLC d/b/a Republic Services of Bella Vista.”

3. Term. Section 4 of the Contract is hereby deleted in its entirety and is replaced as follows: “The initial term of this Contract shall be for a period of fourteen (14) years, effective January 1, 2013 (the ‘Effective Date’) until December 31, 2026.”

4. Renewals. The words “January 1, 2023” in the 7th line of Section 5 of the Contract shall be replaced with “January 1, 2027”.

5. Recycling. Contractor will discontinue the current residential Recycling program effective January 1, 2017. Subsection 1.15, “Recyclable Materials,” of Exhibit A is hereby moved to Section 2.0, “Definitions of Items Excluded from this Contract,” as a new subsection 2.10. “Recyclable Materials” shall be included in the definition of “Excluded Waste”.

6. Carts. Effective January 1, 2017, Contractor will provide each Residential Unit with a 95 gallon cart. These carts shall be included in the definition of “Container

for Garbage, Rubbish and Yard Waste Collection”. City will provide Contractor with an address listing of all Residential Units for the initial Container delivery. Contractor will provide Residential Units with an additional Container, upon request, for an additional fee. Container exchange fees of \$15.00 will apply for any request after the Residential Unit receives the initial Container. Upon a customer’s request, Contractor shall provide the customer a 65 gallon cart instead of a 95 gallon cart. Upon transfer of a Residential Unit account to a new customer, Contractor shall exchange any existing 65 gallon cart previously requested for the Residential Unit for a 95 gallon cart free of charge, if requested by the new customer. Any request for a smaller cart will not reduce pricing for service. Containers shall remain the property of Contractor. Contractor will maintain all Containers it has provided and provide replacements when necessary. The last sentence of Section 1.07 of Exhibit A is deleted in its entirety.

7. Billing. Section 5.05 of Exhibit A is deleted in its entirety and replaced as follows: “Effective January 1, 2017, Contractor shall be responsible for the billing of and collection of amounts due from all Residential Units. Billing will be done quarterly. Amounts collected from Residential Units shall be deemed property of Contractor.”

8. Delinquent and Closed Accounts. Section 5.06 of Exhibit A is deleted in its entirety and replaced as follows: “The Contractor may suspend Waste Material collection services at any Residential Unit for non-payment of service fees. Contractor may charge late fees, suspension fees, and reconnection fees to delinquent customers. City will make best efforts to assist Contractor in collection of delinquent accounts by requiring Residential Units to pay for services, through code enforcement actions, city ordinance and through the imposition of fines for Residential Units who do not pay for Waste Material collection services.”

9. Pricing. The pricing for residential curbside collection in Exhibit C is hereby amended to delete the phrase “Residential Curbside collection Limited to 190 gallons \$9.20 per resident” and replace with the following: “Residential curbside collection, limited to cart contents only (95 gallons) - \$ 13.18 per month.” Further, the phrase “Extra Residential Bag fee over 190 gallons \$2 per bag” in the Additional Charges section is hereby deleted. All pricing will continue to be subject to all adjustments set forth in the Contract, including the annual adjustment under Section 5.04. City and Contractor agree that no additional pricing adjustment for residential customers shall take effect until January 1, 2018.

10. Fee Paid to City. Section 5.07 of Exhibit A is deleted in its entirety. On a quarterly basis, Contractor will pay a fee to the City in an amount of \$2.27 per month for each Residential Unit serviced, which will be pro-rated to the extent that the Residential Unit is serviced during only a portion of such month. The parties agree to renegotiate this fee in good faith each year in coordination rate adjustments referenced in paragraph 9 above. Quarterly payments to the City shall be made on or before April 30th, July 31st, October 31st and January 31st of each year.

11. Continuing Effect; Conflict. Except as set forth in this Amendment, all terms and provisions of the Contract shall remain in full force and effect. If there is a conflict between the provisions of this Amendment and the Contract, the provisions in this Amendment shall prevail.

CITY OF BELLA VISTA, ARKANSAS

ALLIED SERVICES, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

City Clerk

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH ALLIED SERVICES, LLC D/B/A REPUBLIC SERVICES OF BELLA VISTA REGARDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND FOR OTHER PURPOSES

WHEREAS, City residential solid waste services are currently billed to the customer through an agreement with the Bella Vista Village Property Owners Association, Inc.; and

WHEREAS, the City desires to utilize Allied Services, LLC d/b/a Republic Services of Bella Vista to facilitate residential billing of solid waste services in the City; and

WHEREAS, the City and Allied Services, LLC are currently parties to a long term solid waste collection and disposal services agreement which can be amended to add billing services;

NOW, THEREFORE, 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 amendment with Allied Services, LLC d/b/a Republic Services of Bella Vista regarding solid waste collection and disposal services which provides for customer billing in addition to collection.

PASSED THIS _____ DAY OF _____, 2016.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

**ESTABLISHING RESIDENTIAL AND COMMERCIAL RATES FOR SOLID WASTE
(TRASH) COLLECTION IN THE CITY**

WHEREAS, the current solid waste collection contract with Allied Waste Services of Bella Vista d/b/a Republic Services of Bella Vista provides for a renegotiation of rates; and

WHEREAS, adjustment to rates charged to customers is necessary related to new contractual rates charged by the provider to the City;

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

Section 1: Based on the newly negotiated rates with Republic Waste, the following monthly rates are hereby established for the period beginning January 1, 2017.

Residential Customers:

Curbside collection \$13.18 per month, plus applicable sales tax.

Commercial Customers:

| Size | 1x/week | 2x/week | 3x/week | 4x/week | Extra PU | Plus Sales Tax |
|-----------|----------|----------|----------|----------|----------|----------------|
| 2 cu. Yd. | \$44.14 | \$88.29 | \$132.44 | \$176.58 | \$27.55 | Current rate |
| 4 cu. Yd. | \$82.67 | \$165.61 | \$248.28 | \$331.22 | \$49.49 | Current rate |
| 6 cu. Yd. | \$115.84 | \$198.78 | \$314.63 | \$397.57 | \$71.70 | Current rate |
| 8 cu. Yd. | \$149.02 | \$276.10 | \$425.12 | \$552.20 | \$93.64 | Current rate |

Additional Charges:

Dumpster changes/deliveries on established accounts: \$44.15

Extra yardage fees on dumpsters: \$13.11/yd.

PASSED THIS _____ DAY OF _____, 2016.

APPROVED:

Peter Christie, Mayor

ATTEST:

Wayne Jertson
City Clerk

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

Blue Mountain Storage
8231 Trafalgar Rd
Bella Vista, AR 72714
Phone # (479)855-4637

Storage Space Lease Agreement

Blue Mountain Storage as Landlord leases to City of Bella Vista, as Tenant, storage space ac06, located at 8231 Trafalgar Rd, Arkansas 72714. This Lease starts on 10/03/2016 and terminates at the end of the month, at a pro-rated amount plus a move-in fee, and thereafter the Lease will be renewed on a month-to-month basis until the Lease is terminated. Tenant agrees to pay Landlord advance monthly rent of \$122.00 on or before the first day of each month during the renewal periods.

This Lease Agreement is also made on the following Terms and Conditions.

1. Rent and Charges:

- a. Rent Must be received by Landlord in advance without demand at Landlord's mailing address on or before due date
- b. Rent is delinquent and the Tenant is in default if the rent is not received by the 1st day of each month. A late charge of \$10.00 will be assessed on the accounts delinquent after the 7th day of each month. If delinquency continues, additional fees may be assessed.
- c. Late charges are considered liquidated damages for Landlord's time, effort, inconvenience and overhead in corresponding, telephoning, and recordkeeping (except for attorneys' fees) regardless of the extent of the collection efforts. At the Landlord's option and without notice, Landlord may apply money received to any obligation of Tenant under this Lease, or any other lease regardless of Tenant requests or Tenant notations on checks or money order to apply the money to a specific purpose and regardless of when the obligations arose or the number of storage spaces covered in the Lease.
- d. Landlord has no duty to place a lock on Tenant's storage space. But, if Tenant's storage space is lockable and has no lock on it and Landlord locks it with Landlord's lock, Tenant will pay a reasonable cost of the lock at the current retail price for the lock as charged by the Landlord. Such Landlord action does not create a bailment or constitute care, custody, or control.
- e. Landlord may assess a \$25.00 charge for each of Tenant's checks returned to Landlord for any reason.
- f. If Tenant's property is processed for sale at public auction. Tenant shall be responsible for a minimum \$50.00 lien fee, and \$50.00 auction fee plus any other incurred costs.
- g. Tenant's obligations are not contingent on receiving invoices.

Payments may be made with cash, credit card, personal or company check, money order, or certified or cashier's check. However the Landlord may change permitted mode of payment at any time, upon notice to Tenant. If tenant is in default under this Lease, payment must be made in cash, money order, or certified or cashier's check. If cash is accepted by Landlord, it is Tenant's responsibility to obtain and keep receipt from management for each cash payment. All Payments must be delivered or mailed to the Landlord's mailing address listed above.

2. Landlord's Lien: Under Act 576 of 1987 Acts of Arkansas, deified at Ark. Code Ann. 1816401, et. seq. Landlord has priority contractual and statutory lien on all property in Tenant's storage space to secure payment of all monies due and unpaid by the Tenant.

Tenant agrees and understand that partial payments made to cure default for non payment of rent will not delay or stop the sale of Tenant's property. partial payments do not waive or avoid the legal effect of prior notices given to Tenant. Only full payment on tenant's account prior to the published auction date will stop the scheduled sale of property. Lien enforcement procedure are contained in paragraph 25. Unless Tenant advises Landlord in writing to the contrary, Tenant hereby represents that there is not any prior lien on any property to be stored in the storage space.

3. Access: If rent is not paid by due date, Landlord may, without notice, deny Tenant access to the property located in the self storage facility. Tenant's access may be conditioned in any manner deemed necessary by Landlord to maintain order and protect the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Tenant's identity, searching vehicles and contents. If any monthly payment is not paid on the due date, or if any tendered payment is dishonored, The Landlord may without notice, deny the tenant access to the space and the property stored in the self storage facility, and may place a different padlock on the space. Additionally, if Tenant is renting more than one space at a given time, default on one rented space shall constitute default on rented spaces, entitling Landlord to deny access to Tenant to all rented Spaces. Landlord reserves the right to deny access for 72 hours after payment is received on delinquent accounts.

4. Use of Storage: Tenant agrees not to use the storage space for any unlawful purpose. Tenant agrees to use the storage space only for storage of property wholly owned by Tenant. Storage of explosives, toxic wastes, highly flammable materials,

firearms or illegal drugs and contraband is expressly prohibited. The Tenant agrees that the space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value for the Tenant's property that is stored in the space or on the property. There shall be no habitable occupancy of the space by humans or animals of any kind for any period whatsoever and violation of these prohibitions shall be grounds for immediate termination of this agreement.

5. Light in Storage Space: Tenant agrees to furnish replacement bulbs in the storage space and to use the electrical outlet furnished for light only. Tenant agrees not to use the said outlet for the operation of any heater, air conditioner, refrigerator, freezer, fan, power tools or other electrical appliance.

6. Landlord's Right of Entry: Landlord may, at reasonable times, enter the storage space under any of the following circumstances.

- a. Landlord has express written or oral authority from Tenant to enter.
- b. Landlord reasonably believes there is an "emergency" including without limitation an imminent danger or health hazard to the persons or property because of danger of fire or water damage, broken doors, broken locking mechanism, spoiled food, carcasses, volatile chemicals or fuel not in containers approved by Landlord.
- c. Landlord has reasonable grounds to believe that criminal activity is occurring in the storage space.
- d. Landlord has made a written request to Tenant by mail for access to the storage space for an inspection, repair, improvement, or relocation of contents after casualty loss, and Tenant has failed to provide such access at the time and date requested, which may be no sooner than three days from the mailing of such request.
- e. Landlord is exercising a Landlord's lien. Landlord may remove Tenant's lock(s) and relocate all contents elsewhere in the facility if (a) Landlord has authority to enter under this paragraph, and (b) Landlord has either seized the contents for foreclosure or has reasonably determined that the relocation is needed to protect the contents or storage space from loss or damage from casualty or theft. Landlord will pay labor costs of relocation and Tenant will pay for a new lock. If Landlord relocates and stores property found in Tenant's space as authorized above, his rent will continue at the same rate. If Tenant's lock is removed under this paragraph or arising from lien enforcement, Tenant will pay reasonable lock removal charges. Landlord will promptly notify Tenant by regular mail, phone, or email of any entry or relocation authorized by this paragraph. Tenant will continue to have access to relocated property except when in default.

7. Nonliability. Risk of Loss: Tenant agrees that the use of the storage space is at Tenant's sole risk. Tenant agrees that Landlord shall not be liable to Tenant or Tenant's invitees for any personal injury or damage to personal property caused by any act or negligence of any person. Tenant agrees that Landlord is not a bailor or warehouse man and that Landlord is renting storage space to Tenant for Tenant's self-service storage use. Tenant agrees that Landlord is not liable for burglary, theft, or damage by third parties. Tenant will pay for damage caused by Tenant or Tenant's employees, agents, delivery persons, family, or guests to the storage space rented or to any other real or personal property located at the facility or used in connection therewith. Landlord is not bailee and has no safekeeping duties for Tenant's property at any time under any circumstances. In this Lease, "Tenant's property" and "contents" mean all contents that have been stored in the storage space or brought onto the property by Tenant or others. Landlord is not liable for loss or damage to property stored in or transported to or from Tenant's storage space, regardless of who owns such property and regardless of whether the loss or damage to property is caused by fire, smoke, dust, water, weather, moisture, mold, mildew, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Landlord or Landlord's agents, theft by others, war, acts of terrorism, or any other cause unless such is prohibited by law.

8. Insurance: Tenant will purchase fire, theft, and casualty insurance on all Tenant's property if its value exceeds \$1,000. The purpose is to protect Tenant, other tenants, Landlord and others in the event of loss by theft, damage, fire, explosions, natural disaster, or other harm caused whatsoever, whether or not, by weather, accident, war, acts of terrorism, or negligence of such parties or their animals. Any insurance maintained by the Landlord is by law only for the benefit of the Landlord. Tenant will self-insure all contents not covered by Tenant's insurance. Tenant understands that Landlord does not provide insurance coverage on any personal property in the Tenant's storage space. Tenant has available a brochure which explains Customer Storage Insurance that is available at Tenant's option. Tenant understands that self-insurance means that Tenant will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty or other harm or loss listed above. Landlord does not and legally cannot carry insurance on the contents of Tenant's storage space. The Tenant agrees not to subrogate against the Landlord in the event of loss or damage of any kind or from any cause.

9. Personal Injury: Tenant agrees to exercise due care for the safety and security of Tenant, and Tenant's property, employees, agents, family, and guests while in the facility. Landlord and Landlord's agents and employees shall not be liable whatsoever to any extent for Tenant or Tenant's invitee, family, employees, agents, or servants for any personal injury or death arising from Tenant's use of storage space or premises from any cause whatsoever including, but not limited to, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents, or employees.

10. Indemnity: Tenant agrees to take good care of the storage space and to hold Landlord harmless for any damage to property or personal injury caused by Tenant or by persons acting on behalf of Tenant, and maintain a locked unit at all times.

11. Limitation of Value: Without Landlord's permission, Tenant will not store property that has an aggregate value of over \$5,000 or that may cause emotional distress or consequential damages if it were missing, stolen, or damaged. The Tenant agrees that the maximum value for any claim or suit by Tenant including but not limited to any suit which alleges wrongful or improper

foreclosure or sale of the contents of a storage unit is \$5,000. Nothing in this section shall be deemed to create any liability on the part of the Landlord to the Tenant for any loss or damages to the Tenant's property regardless of cause.

12. Termination and Move-out Notice: Tenant may terminate this Lease and move out of the storage space by written, notice, hand, or mail-delivered to Landlord at Landlord's mailing address at least (5) five days before Tenant's intended termination date. If mailed, such notice must be postmarked at least five (5) days before such termination date. Either party may terminate this Lease upon five (5) days written or oral notice to the other party. If this Lease is terminated by the Tenant, no rent will be refunded. If the space is substantially damaged due to fire, windstorm, or other casualty in Landlord's sole judgment, Landlord may terminate this Lease. Tenant may not holdover after termination of possession or termination of the Lease by Landlord. At or before the end of the rental term or renewal period, Tenant must vacate the storage space completely. Tenant must remove Tenant's lock(s). As long as the storage unit has Tenant's lock, Tenant is responsible for rent and fees due. Tenant must remove all contents and debris. Tenant must leave the storage space in good condition and "broom clean." Tenant agrees to notify Landlord that the storage space has been vacated. This agreement shall automatically terminate if the Tenant abandons space. Tenant shall have abandoned the space if Tenant has removed all contents of the space, and/or has removed Tenant's locking device from space and is not current in all obligations hereunder. Rent paid for month in which Tenant moves out early shall not be refunded. Landlord may dispose of any property left on the premise by occupant, after occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by owner in disposing of such property.

13. Move-Out Duties: At or before the end of the rental term or renewal period, Tenant must vacate the storage space completely, Tenant must remove Tenant's lock(s). As long as the storage space unit has Tenant's lock(s), Tenant is responsible for the rent and fees due. Tenant must remove all contents and debris. Tenant must leave the storage space in good condition and "broom clean."

14. No Subletting or Assignment: No subletting of the storage or assignment of this Lease by Tenant is permitted.

15. No Alterations: Tenant shall not modify, alter, paint, deface, or put holes in the walls, floor, ceilings of the space of the facility in any manner.

16. Notices to Landlord: Notices to Landlord must be hand delivered, mailed, faxed, or emailed only if acknowledged by Landlord. When giving notice to Landlord, Tenant has the burden of proving delivery to Landlord.

17. Notices from Landlord: All notices from Landlord shall be sent by first class mail postage prepaid to Tenant's last known address or to the electronic mail address provided by the Tenant in this Agreement. Notices shall be deemed given when deposited with the U.S. Postal Service or when sent by electronic mail. All statutory notices shall be sent as required by law.

18. Locks: Landlord Shall assume that possession of a key and gate code is evidence of authority to enter Tenant's space. In the event such lock or security device is rendered ineffectual for its intended purpose from any cause, or the space is rendered unsecure in any manner, Landlord may, at its sole option, take whatever measures are deemed reasonably necessary by Landlord to re-secure the access to the Tenant's space. Landlord is not responsible for taking any measures or for notifying Tenant that the space has become unsecure. The fact the Landlord has taken measures to re-secure the access to the Tenant's space under this paragraph shall not alter the release of the Landlord's liability, nor shall such measures be deemed conversion of Tenant's property in the space.

19. Tenant Information/Changes: Landlord reserves the right to check Tenant's background, credit history, and/or criminal history and refuse to rent to Tenant, or terminate Tenant's Lease, as the case may be, upon receipt of such information. Tenant agrees to immediately notify Landlord of changes in Tenant's mailing address, phone number, or other information. A change of mailing address will not be effective unless the new address is complete and the notice is in writing, signed and dated by Tenant and actually received by Landlord. Return address on envelopes, forwarding orders, or address on checks are insufficient. Phone numbers may be changed orally or in writing.

20. No Warranties: No express or implied warranties are given by Landlord. Landlord disclaims and Tenant waives any implied warranties of suitability, merchantability, security, safety, or fitness for a particular purpose. Landlord's agents and employees have no authority to make warranties or alter this Lease. Tenant inspected or had the right to inspect the storage space and facility before signing this Lease. Tenant accepts same "AS IS" including existing access controls, lighting, size, construction design, or quality, and fences/gates or lack thereof. Landlord does not promise safety or security of persons or property on the premises and Landlord has no duty of safety or security of same under any circumstances. Video Cameras may be non-operational or un monitored. Access control devices may be unmonitored and may occasionally malfunction. Tenant is not relying on any oral or written representation, statement or other assertion or omission made by landlord or Landlord's agents relating to the storage space and facility. Instead, Tenant is relying on tenant's own inspection and this Lease.

21. No Waiver by Landlord: Landlord's agents and employees do not have authority to waive, amend, or terminate this Lease or to make promises, representations, or agreements which impose any duties, of security or other obligations on Landlord, unless done in writing regarding special provisions or in any addendum or supplemental rules.

22. Law Enforcement Directives: Upon presentation of search warrant by health or law officer, Landlord may open the storage space or allow such officer to open the storage space for inspection by such officer, and such officer may lock the storage space (if the space is lockable). Landlord may also lock the storage space (if the space is lockable) but is not required to do so.

23. Rules: Tenant, Tenant's employees, agents, family, and guests must comply with Landlord's rules and policies and with any other rules posed on a sign in plain view at the time of leasing or mailed or hand-delivered to Tenant at any time.

24. Default by Tenant: Tenant will be in "default" if:

- a. Tenant has failed to pay any sum when due under this Lease (payment must be received at Landlord's mailing address shown on page 1). A partial payment of the total amount due, including applicable fees, will not cure a default, or
- b. Tenant has failed to notify Landlord of change in Tenant's address or phone number as required in paragraph 1, or
- c. Tenant has provided false or incorrect information to Landlord in this Lease or in any mailing address changes submitted to Landlord, or
- d. Tenant has failed to comply with any other provision of this Lease, addendums, or any supplemental rules of Landlord, or
- e. Tenant has violated health, safety, or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.

25. Landlord's Remedies: If Tenant is in "default," Landlord may exercise one or more of the following remedies at any time:

- a. Deny Tenant access to the facility and/or overlock Tenant's storage space (if space is lockable) and/or chain or wheel bolt Tenant's property for nonpayment of any sums due by Tenant, until paid in full, and a charge for the cost of such lock at the current retail price for the lock as charged by the Landlord.
- b. Terminate Tenant's right of possession and/or terminate this Lease by giving Tenant three (3) days' written notice to vacate, and if Landlord files an eviction lawsuit, tenant will pay Landlord's attorneys fees and court costs, plus a reasonable judicial eviction charge for the Landlord's time, inconvenience and overhead for filing the eviction suit.
- c. Collect charges as appropriate and exercise any other remedy allowed by law, and/or
- d. Enforce Landlord's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Arkansas code Ann. 1816401, et. seq. Seizure and sale will only be for default or failure to perform any obligation or duty set forth in the Lease for a period of more than forty-five (45) days after such performance is due. Landlord will accept partial payments but only payments in full, including all applicable fee, will stop a lien sale. For the purposes of statutory foreclosure, seizure occurs when (i) Landlord both overlocks Tenant's storage space and mails a statutory notice of claim to Tenant soon thereafter, or (ii) Landlord Removes Tenant's lock(s) from door or gate that is part of the enclosure that solely encloses Tenant's property without Landlord being directed to remove Tenant's lock by a health or law officer. In an unlockable outdoor storage space, seizure for foreclosure purposes can occur when Landlord attaches Landlord's lock, a security chain or wheel boot to Tenant's property.
- e. After seizure, any attempt to reclaim the seized property by Tenant without paying in full the sums due Landlord, including applicable fees, may result in Landlord pursuing prosecution for such act.

26. Tenant's Liability: In the event of foreclosure, it is understood and agreed that the liability of Tenant for the rents, charges, costs, and expenses provided for in this rental agreement shall not be relinquished, diminished, or extinguished prior to payment in full. If any property remain unsold after foreclosure and sale, Landlord may dispose of said property in any manner considered appropriate by Landlord. Tenant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the space.

27. Change: All items of this Agreement, including but without limitation, the monthly rental rate, conditions of occupancy, and other fees and charges are subject to change at the option of the Landlord upon thirty (30) days prior written notice to the Tenant. If so changed the Tenant may terminate this agreement on the effective date of such change by giving the Landlord ten (10) days prior written notice of termination after receiving notice of the change. If the Tenant does not give such notice of termination, the change shall become effective on the date stated in the Landlord's notice and shall thereafter apply to the occupancy hereunder.

28. Military Service: If you are in the military services you must provide written notice to the Landlord. The Landlord will rely on this information to determine the applicability of the Service Members Civil Relief Act.

29. Financial Information: Landlord does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. Tenant waives and releases any and all claims or actions against Landlord for damages arising from the use of said information by others.

30. Climate Control: Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Landlord does not warrant or guarantee temperature or humidity ranges in the space due to changes in outside temperature and humidity.

31. Waiver of Jury Trial: The Landlord and the Tenant hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either the Landlord against the Tenant or the Tenant

against the Landlord arising out of or in any way connected with this Rental Agreement, The Tenants use or occupancy of the space and this property or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation.

32. Entire Agreement: This Lease is the entire agreement between the parties and it cannot be amended or changed orally.

33. Special Provisions: No other agreements exist unless stated below or in an attached addendum or supplement rules (which prevail over this printed form).

34. Permission to Call, Fax, Email, and/or Text: Occupant recognizes Owner and Occupant are entering into a business relationship as Landlord and Tenant. As such, to the extent any Federal or State law prohibits Landlord from contacting Tenant by phone, fax, email, and/or text, Tenant hereby consents to Landlord phoning, faxing, emailing, and/or texting Tenant with marketing and/or other business related communications.

35. Copies and Attachments: Attached to Landlord's copy and Tenant's copy of this Lease are (if checked)

- Home/Rental/Storage insurance info
- Vehicle/Trailer/Boat addendum
- Supplemental rules
- Other (_____)

_____(initial) I Decline the Self Service Storage Insurance: or
_____(initial) I Accept the Self Service Storage Insurance for _____(amount of coverage) for
_____(cost)

36. Severability Provision: The invalidity or unenforceability of any provision or sentence in this Agreement shall not affect the validity or enforceability of any other part of this Agreement, which shall remain in full force and effect.

Notice to Tenant and Release

Rent is due in advance on the due date specified above. Rent paid after the late charge date(s) will result in late charges. Payment in cash, money order, or personal or company check may be required or disallowed, at the Landlord's option. Tenant will furnish own lock. No representations of safety or security have been made to Tenant by Landlord or Landlord's agents. Tenant hereby releases Landlord and Landlord's agents from liability for loss or damage to property stored in or transported to or from tenant's storage space, regardless of who own such property and regardless of whether the loss or damage is caused by fire, smoke, dust, water, weather, moisture, mold, mildew, insects, vermin, explosion, utility interruption, equipment malfunction, unexplained disappearance, negligence of Landlord or Landlord's agents, theft by others or any other cause. Tenant will self-insure or obtain insurance for all losses and damages.

Do Not sign this agreement until you have read it, including the provision on all pages and fully understand it. This agreement limits the Landlord's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

Agreed to by Landlord and Tenant on 10/3/2016

Landlord: Blue Mountain Storage
by: _____

Tenant: City of Bella Vista (sign) _____ date: _____

105 Town Center
Bella Vista, AR 72714
email:
Home/cell:(479)855-3771
work:

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK ENTER INTO A LEASE AGREEMENT WITH BLUE MOUNTAIN STORAGE IN THE AMOUNT OF \$122 PER MONTH FOR PURPOSES OF OBTAINING CLIMATE-CONTROLLED STORAGE SPACE FOR THE POLICE DEPARTMENT

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

SECTION 1: The City Council of the City of Bella Vista, Arkansas hereby authorizes the Mayor and City Clerk to enter into a Lease Agreement with Blue Mountain Storage in the amount of \$122 per month for purposes of obtaining climate-controlled storage space for the Police 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