



BELLA VISTA

A place to call home

MEETING: **REGULAR CITY COUNCIL MEETING**
DATE AND TIME: **Monday, July 23, 2018 – 6:30 P.M.**
District Court, 612 Lancashire Blvd. 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. **PLEDGE OF ALLEGIANCE:**
 - I. **ROLL CALL:** Mayor Peter Christie, Council Members Linda Lloyd, James Wozniak, Frank Anderson, Doug Fowler and John Flynn.
 - II. **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.*
- III. **APPROVAL OF MINUTES:** June 25, 2018 City Council meeting.
- IV. **REPORTS:** Monthly Financial Report May 2018
- V. **MOTION TO SUSPEND RULES:** and read all proposed ordinances and resolutions on the agenda by title only.
- VI. **BUSINESS:**
 - A. **R2018- RESOLUTION-R2018- RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A TRAIL LICENSE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. AND BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION FOR PURPOSES OF FACILITATING AN EXPANSION OF THE PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY.
 - B. **R2018-RESOLUTION-** AMENDING THE 2018 CITY BUDGET TO APPROPRIATE GENERAL RESERVE FUNDS IN THE TOTAL AMOUNT OF \$47,124.20 FOR A POLICE DEPARTMENT WATCH GUARD SERVER, CRIME SCENE VAN UPGRADES, HUMVEE UPGRADES AND SECURITY CAMERAS.

- C. R2018-RESOLUTION-** AWARDING BID AND AUTHORIZING THE PURCHASE OF A DUMP TRUCK WITH SALT SPREADER AND SNOW PLOW EQUIPMENT FROM SUMMIT TRUCK GROUP IN THE AMOUNT OF \$126,404.93 FOR USE BY THE STREET DEPARTMENT, AND AMENDING THE 2018 CITY BUDGET TO APPROPRIATE \$130,000.00 FROM UNAPPROPRIATED GENERAL FUND RESERVES TO DEPT. 100 ACCT. 52800 EQUIPMENT OVER \$1,000
- D. R2018-RESOLUTION-** AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LUTTRELL CONCRETE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$168,000.00 FOR CONSTRUCTION OF A SALT/SAND STORAGE BUILDING FOR THE STREET DEPARTMENT.
- E. R2018- RESOLUTION-** APPOINTING _____ AS COUNCIL MEMBER OF THE CITY OF BELLA VISTA TO FILL THE VACANCY IN WARD 3, POSITION 2, FOR THE REMAINDER OF THE UNEXPIRED TERM ENDING DECEMBER 31, 2018.

MEETINGS AND ANNOUNCEMENTS:

- The next City Council Work Session will be Monday August 20, 2018 at 5:30PM in the Bella Vista District Court Building.
- The next Regular meeting of the City Council, Monday August 27, 2018 at 6:30 PM at the Bella Vista District Court Building.
- Planning Commission Work Session will be Thursday August 2, 2018 at 4:30PM in the Bella Vista District Court Building.
- Planning Commission Regular Meeting will be August 13, 2018 at 6:30PM in the Bella Vista District Court Building.
- Board of Zoning Adjustment will be August 21, 2018 at 5:30PM in the Bella Vista District Court Building.

ADJOURNMENT

*** Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. 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 25, 2018 REGULAR MEETING

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

Pledge of Allegiance was recited by all present.

City Clerk Jertson called the roll of Council; Members, Frank Anderson, Jim Wozniak, John Flynn and Linda Lloyd were present. Quorum was achieved.

Citizen Input; Christian Henning of 29 Murphy Drive, spoke about playground equipment and its placement in yards in Bella Vista. He stated that as Bella Vista gets younger, the city needs to be more accommodating to the needs of younger families with respect to placement of playground equipment on challenging lots.

APPROVAL OF MINUTES: May 21, 2018 City Council meeting. No corrections or additions were noted and a motion to approve as presented was made by John Flynn, seconded by Linda Lloyd. Motion was approved by all council members present.

Monthly Financial Report for April has been sent to all council members and was available at the meeting for the public.

A Motion to suspend the rules and read all Ordinances and Resolutions on the agenda by title only was made by John Flynn, second by Jim Wozniak. Motion approved by all four council members.

BUSINESS:

ORDINANCE 2018- AMENDING SECTION 18-20 CLEARANCE OF UNSIGHTLY OR UNSANITARY CONDITIONS ON REAL PROPERTY OF THE CODE OF ORDINANCES OF THE CITY OF BELLA VISTA TO PERMIT PLACING PLAYGROUND EQUIPMENT OR TRAMPOLINES IN THE FRONT YARD OF A RESIDENCE UNDER CERTAIN CIRCUMSTANCES, AND FOR OTHER PURPOSES. (3rd reading)

Council member Linda Lloyd made a motion to table this item indefinitely. John Flynn seconded that motion. Clerk Jertson called the roll and all four council members supported the motion.

ORDINANCE 2018-13 CREATING A TREE ADVISORY BOARD, DEFINING ITS PURPOSE AND MEMBERSHIP, AND FOR OTHER PURPOSES. (3rd reading)

This Ordinance was read for the 3rd time by Mayor Christie. Council member Frank Anderson made a motion to adopt. It was seconded by Linda Lloyd. Vote was taken and was supported by Linda Lloyd, Frank Anderson and John Flynn. Council member Wozniak voted nay. Mayor Christie chose to vote aye. Ordinance adopted.

R2018-31 RESOLUTION ACCEPTING THE RESIGNATION OF BRIAN BAHR AS COUNCIL MEMBER OF THE CITY OF BELLA VISTA FOR WARD 3, POSITION 2, AND DECLARING A VACANCY.

Motion to approve by John Flynn, seconded by Frank Anderson. All four council members voted aye. Resolution adopted.

R2018-32 RESOLUTION APPOINTING COUNCIL MEMBER JOHN FLYNN TO THE BELLA VISTA ADVERTISING AND PROMOTION COMMISSION TO FILL A VACANCY ON THE COMMISSION DUE TO THE RESIGNATION OF BRIAN BAHR.

A motion was made to approve by Linda Lloyd, second by Frank Anderson. All four council members voted aye. Resolution Adopted.

MEETINGS AND ANNOUNCEMENTS:

- The next City Council Work Session will be Monday July 16, 2018 at 5:30PM in the Bella Vista District Court Building.
- The next Regular meeting of the City Council, Monday July 23, 2018 at 6:30 PM at the Bella Vista District Court Building.
- Planning Commission Work Session will be Thursday June 28, 2018 at 4:30PM in the Bella Vista District Court Building.
- Planning Commission Regular Meeting will be July 9, 2018 at 6:30PM in the Bella Vista District Court Building.
- Board of Zoning Adjustment will be July 17, 2018 at 5:30PM in the Bella Vista District Court Building.

Meeting adjourned at 6:37PM.

City Clerk Wayne M. Jertson

Mayor Peter A. Christie

LIMITED TERMINABLE LICENSE AGREEMENT

THIS LIMITED TERMINABLE LICENSE AGREEMENT (the “**Agreement**”) entered into by and between the Bella Vista Village Property Owners Association, an Arkansas nonprofit corporation (herein “**Licensor**”), Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers, an Arkansas nonprofit corporation (herein “**Construction Licensee**”), and the City of Bella Vista, Arkansas (herein “**Operator Licensee**”, and collectively with the Construction Licensee, the “**Licensees**”).

WITNESSETH:

WHEREAS, Licensor is the owner of certain parcels of land located in Benton County, Arkansas, as more particularly identified in Exhibit “A”, which is attached hereto and incorporated herein by reference (“**Real Property**”);

WHEREAS, Construction Licensee has requested permission to construct natural surface trails on the Real Property intended to be open to the general public for the purpose of pedestrian walking, hiking, jogging, cycling and other human-propelled uses (the “**Trails**”);

WHEREAS, Operator Licensee has requested permission to operate and maintain those Trails for the purposes stated immediately above;

WHEREAS, the Licensees’ actions on the License Area (hereafter defined) will result in considerable benefit to Licensor’s members and the surrounding community by creating and operating an additional recreational amenity; and

WHEREAS, Licensor is willing to license the construction of Trails by Construction Licensee and the operation and maintenance of the Trails by the Operator Licensee under certain conditions and restrictions which are set forth herein and acceptable to both Licensees;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **CONSTRUCTION LICENSE**. Licensor hereby grants to Construction Licensee the right and license, but not the obligation, to locate and construct the Trails in accordance with plans and specifications to be agreed to and approved by Licensor on that portion of the Real Property as described in Exhibit “B”, which is attached hereto and incorporated herein by reference (“**License Area**”), and subject to the terms and conditions of this License (“**Construction License**”, and collectively with the Operation License, the “**Licenses**”). It is understood and agreed that the permission granted hereunder shall not create an obligation for Construction Licensee to construct any or all of such Trails as may be approved by Licensor or to construct any specific number or mileage of Trails beyond what it elects to construct and for which it receives funding. Such construction shall be performed at the expense of the

Construction Licensee. The Construction License granted hereunder shall be for a term of three (3) years and includes a license to traverse over portions of the Licensor's property as is reasonably necessary to effect ingress and egress to the Licensed Area. Upon completion of the construction on the License Area, this Construction License shall terminate.

2. PURPOSE OF CONSTRUCTION LICENSE. The Construction License is solely for the purpose of allowing Construction Licensee and its respective contractors and subcontractors (the "**Permittees**") to construct the Trails. This Construction License shall not be construed as an easement for utilities of any kind, nor may Construction Licensee grant or exercise such rights. In particular, the Construction License may not be used for buried pipes or cables or electric lines or overhead lines or poles of any kind (except to the extent such items are utilized in the construction of the Trails themselves, for example, lighting). This Construction License may not be transferred by the Construction Licensee to any non-governmental entity nor to any other entity without Licensor's prior written consent which may be withheld at the sole discretion of Licensor.

3. OPERATION LICENSE. Subject to the terms and conditions stated herein, Licensor hereby grants to Operator Licensee the right, obligation, and license to operate, maintain, and repair the License Area after the completion of construction of the Trails by Construction Licensee ("**Operation License**"), and, in connection therewith, Operator Licensee and Licensor have contemporaneously entered into a Trails Maintenance Agreement, a copy of which is attached as Exhibit "D". Necessary maintenance and repair of the Trails shall be performed in a reasonable and timely manner and Operator Licensee and Licensor shall make reasonable efforts to comply with the standards set forth in the International Mountain Biking Association (IMBA) "Soft Surface Trails Maintenance Manual" dated October 2015, a copy of which is attached hereto as Exhibit "E". Compliance with any future revisions to such standards shall be subject to the prior approval of all parties to this Agreement.

4. PURPOSE OF OPERATION LICENSE. After the Trails are constructed, the License Area shall be used by members of Licensor and by the general public as guests of Licensor without charge but only for pedestrian walking, hiking, jogging, cycling, and other human-propelled uses. The License Area shall not be used for motorized conveyances of any kind, other than as may be appropriate to provide access for motorized vehicles for emergency or maintenance purposes. This Operation License shall not be construed as an easement for utilities of any kind, nor may Operator Licensee grant or exercise such rights. In particular, this Operation License may not be used for buried pipes or cables or electric lines or overhead lines or poles of any kind (except to the extent such items are utilized in the development of the Trails themselves, for example, lighting). This Operation License may not be transferred by the Operator Licensee to any non-governmental entity nor to any other entity without Licensor's prior written consent which may be withheld at the sole discretion of Licensor.

5. USE. Neither the License Area nor any part thereof shall be used, or permitted to be used, by the Licensees for any purpose other than as provided herein, without the prior written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion.

6. RECREATIONAL USE STATUTE. The intended use of the License Area stated herein shall be governed by Ark. Code Ann. §§ 18-11-301 *et seq.* and nothing herein shall be construed to be an admission of liability by any party to this Agreement.

7. TERM OF OPERATION LICENSE. The Operation License (a) is granted for a primary term of twenty-five (25) years from the date of termination of the Construction License, and (b) may be renewed by Operator Licensee for an additional term of ten (10) years (the “**Initial Renewal Term**”) upon not less than six (6) months’ prior notice to Licensor, and (c) shall thereafter automatically renew for additional ten (10) year terms unless otherwise assigned or terminated in accordance with the provisions of this Agreement. In the event either party decides to terminate the License upon expiration of the Initial Renewal Term or thereafter, such party shall provide not less than six (6) months’ prior notice to the other party. After construction of the Trails, in the event of termination of the License for any reason, Licensor agrees to make the Trails available for use by the general public thereafter on such fee or other basis as it may reasonably determine.

8. TERMINATION OF CONSTRUCTION LICENSE. If, at any time, (i) the Construction Licensee fails or refuses to comply with or carry out the covenants or conditions contained herein or (ii) uses the License Area for any other purpose than for the construction of the Trails, Licensor may terminate the Construction License at any time upon written notice to Construction Licensee. If Construction Licensee elects to abandon or release its interest in this License, it shall provide sixty (60) days’ advance written notice thereof to Licensor.

9. TERMINATION OF OPERATION LICENSE. If, at any time, (i) the Operator Licensee fails or refuses to comply with or carry out the covenants or conditions contained herein, or (ii) uses the License Area for a continuous time period of six (6) months for any other purpose than use by the general public for pedestrian walking, hiking, jogging, cycling and other human propelled uses, Licensor may terminate the Operation License at any time upon written notice to the Operator Licensee. If the Operator Licensee elects to abandon or release its interest in this License, it shall provide sixty (60) days’ advance written notice thereof to Licensor.

10. CONSTRUCTION. Construction performed by the Construction Licensee shall be accomplished in such a manner that it will not interfere with or pose a danger to Licensor’s other real or personal property. Access to the License Area for construction purposes under the Construction License shall be coordinated with the Licensor to minimize harmful effects to the Licensor’s other real or personal property. Construction Licensee shall at all times retain full liability and responsibility for all aspects of the installation or construction of the Trails, including responsibility for damage or injury to its Permittees during construction. At no time shall the Construction Licensee be construed as an employee, contractor or subcontractor of the Licensor.

11. MANNER OF CONSTRUCTION. Construction Licensee agrees that any and all work performed on the License Area related to the Construction License shall be done in a good, safe, workmanlike manner and in accordance with all applicable federal, state, and local statutes, rules, regulations and ordinances. The location, design, and installation of related amenities for

the Trails (signage, mile markers, trailheads, benches, and the like) shall be subject to the prior approval of all parties hereto.

12. INSURANCE. During the term of the Construction License, the Construction Licensee shall cause its Permittees to obtain and maintain in full force and effect insurance as required by Licensor in the amounts and coverage specified and issued by insurance companies as described in Exhibit "C". Said liability policies shall name Licensor and Construction Licensee as additional insureds and shall provide that the insurance policy cannot be canceled except upon thirty (30) days' prior notice to the Licensor. Prior to entering the Real Property or performance of any work on the License Area, Construction Licensee shall cause its Permittees to furnish Licensor with the insurance endorsements and certificates in the form and amounts specified in Exhibit "C", evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. Further, the insurance endorsements and certificates shall be provided to Licensor on or prior to each anniversary date of the Construction License and upon the reasonable request of Licensor as long as construction is being performed on the License Area, and Construction Licensee shall cause its Permittees to replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Agreement.

13. LICENSOR USE. Licensor retains the right to use the Real Property in any manner not inconsistent with the rights herein granted to Licensees provided, however, that the Licensor shall not disturb, damage or restrict access to the License Area during the term of the Licenses.

14. LIENS. Licensees shall not permit to be placed against the Real Property, or any part thereof, any design professionals', mechanics', materialmen's, contractor's or subcontractors' liens with regard to the Licensees' actions upon the Real Property or License Area and respectively agree to hold the Licensor harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Real Property, or any part thereof, during the term of the respective Licenses.

15. CONSTRUCTION LICENSE AMENDMENT. The Construction License may be amended at any time by the written agreement of the Licensor and the Construction Licensee. All amendments to the Construction License shall be binding upon the parties despite any lack of additional legal consideration, so long as the same shall be in writing and executed by the parties.

16. OPERATION LICENSE AMENDMENT. The Operation License may be amended at any time by written agreement of the Licensor and the Operator Licensee. All amendments to the Operation License shall be binding upon the parties despite any lack of additional legal consideration, so long as the same shall be in writing and executed by the parties.

17. SUCCESSORS AND ASSIGNS. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Licensor and Licensees to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

18. WAIVER. The waiver by Licensor of the performance of any covenant or condition under this Agreement shall neither invalidate this Agreement nor be considered a waiver by Licensor of any other covenant or condition under this Agreement.

19. SEVERABILITY. In the event any of the provisions, or portions thereof, of this Agreement is held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

20. APPLICABLE LAWS. Licensees shall comply with all applicable laws and regulations now in effect or hereafter enacted or promulgated pertaining to the use of the License Area.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the above matters and supersedes any other written or oral agreements or understandings between Licensor and Licensees.

22. GOVERNING LAW. This Agreement and the rights and obligations of the parties shall be governed by, construed, and enforced in accordance with the laws of the State of Arkansas.

EFFECTIVE as of the ____ day of _____, 2018.

**BELLA VISTA VILLAGE PROPERTY
OWNERS ASSOCIATION, Licensor**

By: _____

**BENTONVILLE/BELLA VISTA
TRAILBLAZERS ASSOCIATION, INC.
d/b/a NWA TRAILBLAZERS
Construction Licensee**

By: _____

**CITY OF BELLA VISTA, ARKANSAS,
Operator Licensee**

By: _____
_____, _____

Exhibit "A"

Parcels Owned by Licensor

Exhibit "B"

For purposes of operating and maintaining the Trails, the License Area as defined in this Agreement shall include an area extending twenty (20) feet from the center line on both sides of the center line created by a list of GPS coordinates to be established and agreed between Licensor and Licensees. At such time as the GPS coordinates have been established and agreed, an additional Exhibit "B-1" shall be prepared and appended hereto.

During the construction period, the precise location of the Trails shall require variances due to terrain and topography, and the GPS coordinates therefor shall be established and agreed as aforesaid prior to commencement of the operations phase.

Exhibit “C”

Permittees of Construction Licensee shall maintain the following insurance coverages:

A. **Commercial General Liability Insurance.** Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence and aggregate coverage of \$2,000,000.

B. **Automobile Liability Insurance.** Automobile liability with a combined single limit of not less than \$1,000,000.

C. **Workers’ Compensation Insurance.** Workers’ compensation insurance with statutory limits and employers’ liability insurance with limits of not less than \$100,000 for each accident.

Exhibit “D”

Trails Maintenance Agreement

Exhibit “E”

IMBA Manual

TRAILS MAINTENANCE AGREEMENT

This TRAILS MAINTENANCE AGREEMENT executed this _____ day of _____, 2018, hereinafter called the “Agreement” between the City of Bella Vista, Arkansas, a municipal corporation, hereinafter called the “City” and Bella Vista Village Property Owners Association, Inc., hereinafter called the “POA”, collectively hereinafter called the “parties”:

WITNESSETH:

IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

1. The City and the POA hereby agree to provide a maximum of \$35,000.00 each year (\$70,000.00 total per year) for the duration of this Agreement toward expenses related to the maintenance and upkeep of a trail system in Bella Vista, the initial construction of which is being funded by a grant to the NWA Trailblazers. The trail system will be constructed on property owned by the POA and Cooper Communities, Inc., with the POA granting a license via a separate written and recorded license agreement to the City permitting access to POA-owned property and its use for the general public as guests of the POA. It is the intent of the parties to provide the general public with access to the trail system. If the POA, at any time during the term of this Agreement, restricts access to the trail system, the City may elect to terminate this Agreement with no further financial obligation. The trail system will be established in general accord with the master trail plan adopted by the City in 2015.
2. Maintenance and upkeep expenses, up to the maximum amount provided herein, shall be shared on a fifty percent-fifty percent basis between the City and the POA for the entirety of the trail system in the City. The POA shall handle maintenance requests and procure maintenance services. Including maintenance expenses incurred as a result of services provided by a third party, the POA will invoice the City a fifty percent share of the incurred maintenance expense within thirty (30) days of the date said expense is incurred, with said invoice being due and payable to the POA within thirty days of City receipt. Maintenance services provided by the POA by its own employees and/or equipment shall be billed to the City on a fifty percent basis pursuant to a fee schedule which is attached to this Agreement as Exhibit “A” and incorporated herein as if set out word for word.
3. The City shall provide a mechanism whereby public reports of the need for trail maintenance shall be handled and forwarded to the POA or the POA’s third-party maintenance contractor for repairs to be made.

**PRELIMINARY DRAFT
04/30/2018**

4. In the circumstance where disaster relief funding through either the Federal Emergency Management Agency (FEMA) or another appropriate federal or state agency becomes available to the City for the repair or maintenance of the trail system needed as a result of a natural or other disaster, said funding shall be used for said repairs and not offset by a fifty percent reimbursement by the POA to the City. If funding provided to the City is not sufficient to cover all costs related to any such disaster, any additional costs incurred by the POA shall be invoiced to the City as provided for herein.
5. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. The jurisdiction and venue of any legal dispute arising under the terms of this Agreement shall be the Circuit Court of Benton County, Arkansas.
6. This Agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof.
7. This Agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. This Agreement may be modified only by a duly executed written instrument signed by the authorized representatives of the City and the POA.
9. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the POA and the City.
10. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance and shall not be construed as a general waiver of any other remedies available for breaches by either party.
11. Obligations provided by this Agreement shall become effective upon the public opening of trails constructed via funding to the NWA Trailblazers. This Agreement shall be and remain in effect until such time as the POA grant of a license for the trail system to the City terminates.

**PRELIMINARY DRAFT
04/30/2018**

IN WITNESS WHEREOF, the City and the POA have executed this Trails Maintenance Agreement on or as of the date first written above.

CITY OF BELLA VISTA

BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Mayor

By: _____
General Manager or Authorized Agent

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____

Schedule A

Total Annual Cost. The total annual cost of this Agreement shall in no event exceed thirty five thousand dollars (\$35,000.00) for each party, without prior written consent of both the City and the POA.

Payment Rates. Payment under this Agreement shall be calculated based on actual work performed and shall include all taxes, insurance, contributions, assessments and benefits. Travel time to and from the work site shall not be considered time worked. The following wage and equipment rates shall apply for the duration of this Agreement unless otherwise agreed to by written consent of both the City and the POA.

<u>Position</u>	<u>Hourly Rate</u>
Laborer	\$15.72
Supervisor	\$22.97
Electrician	\$31.22
Superintendent	\$38.15

<u>Equipment</u>	<u>Hourly Rate</u>
Dump Truck	\$43.00
Utility Truck, One-ton	\$68.00
Backhoe w/ trailer	\$34.00
Quick Cut Saw	\$6.95
Air Compressor	\$6.95
Tamper	\$8.00
Trackhoe	\$35.00
Skid Steer	\$22.00

Material Cost. The cost of any materials and supplies required for routine maintenance shall be accounted for separately on any invoice submitted to the City. The POA may provide original invoices of materials and supplies with any request for payment, if requested by the City.

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A TRAIL LICENSE AGREEMENT WITH BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. AND BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION FOR PURPOSES OF FACILITATING AN EXPANSION OF THE PUBLIC RECREATIONAL TRAIL SYSTEM THROUGHOUT THE CITY

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 Trail License Agreement and Trail Maintenance Agreement with Bella Vista Village Property Owners Association, Inc. and Bentonville/Bella Vista Trailblazers Association for purposes of facilitating an expansion of the public recreational trail system throughout the City. A copy of the agreement are attached to this Resolution as if set out word for word herein.

ADOPTED this _____ day of _____, 2018.

APPROVED:

PETER CHRISTIE
MAYOR

ATTEST:

WAYNE JERTSON
CITY CLERK

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

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

MEETING DATE: July 23, 2018

AGENDA ITEM: Resolution

ITEM TITLE: Police Department Budget Amendment

SUBMITTED BY: Chief James Graves

SUMMARY EXPLANATION: The police department has recognized several priority operational needs that were not identified during the 2018 budget preparation cycle. The departments Watch Guard server (in car camera system) is at capacity, needing replacement. The crime scene processing van, which was acquired at no cost, is currently unfinished and has been needed for critical scene processing on an increased basis. The departments Humvee, acquired at no cost, is in need of police pant, markings and emergency lights before it can be put in service. Additional security cameras with DVR is needed to meet identified security shortcoming within the evidence section and dispatch.

Watch Guard Server: \$12, 571.06

Crime Scene Van: \$24, 828.14 (half the completion cost, remainder requested in 2019 budget)

Humvee: \$5300.00

Security cameras: \$4425.00

The police department is requesting a 2018 budget amendment totaling \$47,124.20. It is requested that the money be transferred from General Fund reserves: \$42,699.20 transferred into 20-52800 and \$4425.00 transferred into 20-52810.

ATTACHMENT: ORDINANCE RESOLUTION OTHER

RECOMMENDATION: Chief of Police recommends City Council approval of Police Department budget amendment as described in this resolution request.

ACTION REQUESTED:

Motion to adopt

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AMENDING THE 2018 CITY BUDGET TO APPROPRIATE GENERAL RESERVE FUNDS IN THE TOTAL AMOUNT OF \$47,124.20 FOR A POLICE DEPARTMENT WATCH GUARD SERVER, CRIME SCENE VAN UPGRADES, HUMVEE UPGRADES AND SECURITY CAMERAS

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 hereby amends the 2018 City Budget to appropriate previously unappropriated general fund reserves for a Police Department Watch Guard Server, Crime Scene Van upgrades, Humvee upgrades and security cameras as detailed below:

Revenues

General Fund Reserves	\$47,124.20
TOTAL REVENUE ADJUSTMENT	\$47,124.20

Expenditures

Acct. No. 20-52800	\$42,699.20
Acct. No. 20-52810	\$4,425.00
TOTAL EXPENDITURE ADJUSTMENT	\$47,124.20

ADOPTED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

Attest:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney

Memorandum

July 10, 2018

To: Mayor Peter Christie and Bella Vista City Council

From: Mike Button, City of Bella Vista Street Superintendent

RE: Request for Bid; Dump Truck with Salt Spreader and Snow Plow Equipment

Requests for Bid were sent out to six different vendors for the purchase of a new production model "Dump Truck with Salt Spreader and Snow Plow Equipment" for the Street Department. Three of those vendors met specifications, with MHC Kenworth of Springdale AR submitting 2 bids, with one being in the amount of \$127,822.61 and the other being in the amount of \$129,888.69. Summit Truck Group of Lowell AR also submitted 2 bids with only one meeting specifications in the amount of \$126,404.93. The third vendor to meet specifications was Wichita Kenworth in the amount of \$128,909.00.

Of the three vendors that met specifications, all will serve the purpose needed for the Bella Vista Street Department. With that being said, I recommend that Bella Vista City Council award bid to Summit Truck Group (the lowest bidder) in the amount of \$126,404.93, for the purchase of a new production model Dump Truck with Salt Spreader and Snow Plow Equipment.

Lastly, this particular item was not a part of the "approved" 2018 budget, however was initially submitted at the time of that budgeting process, then cut. This truck and related equipment would be replacing a 1995 model dump truck and related equipment that has seen its life expectancy. With that being said, I also recommend that the Bella Vista City Council amend the approved 2018 Department 50 (more specifically account 52800) budget in an amount of \$130,000.00 to purchase this new model dump truck and snow removal equipment from Summit Truck Group, with the additional funding to outfit this purchase with other related equipment such as a radio system and tarping system not included in the specifications.

Respectfully Submitted,

Mike Button

City of Bella Vista Street Superintendent,

RESOLUTION NO. _____

CITY OF BELLA VISTA, ARKANSAS

AWARDING BID AND AUTHORIZING THE PURCHASE OF A DUMP TRUCK WITH SALT SPREADER AND SNOW PLOW EQUIPMENT FROM SUMMIT TRUCK GROUP IN THE AMOUNT OF \$126,404.93 FOR USE BY THE STREET DEPARTMENT, AND AMENDING THE 2018 CITY BUDGET TO APPROPRIATE \$130,000.00 FROM UNAPPROPRIATED GENERAL FUND RESERVES TO DEPT. 100 ACCT. 52800 EQUIPMENT OVER \$1,000.

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 hereby awards bid and authorizes the purchase of a dump truck with salt spreader and snow plow equipment from Summit Truck Group in the amount of \$126,404.93 for use by the Street Department.

SECTION 2: The City Council of the City of Bella Vista hereby amends the 2018 City Budget to appropriate \$130,000.00 from unappropriated general fund reserves to Dept. 100, Acct. 52800 Equipment over \$1,000.

ADOPTED THIS _____ DAY OF _____, 2018.

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

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LUTTRELL CONCRETE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$168,000.00 FOR CONSTRUCTION OF A SALT/SAND STORAGE BUILDING 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 Luttrell Construction in an amount not to exceed \$168,000.00 for construction of a salt/sand storage facility for the Street Department.

PASSED THIS _____ DAY OF _____, 2018.

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

**APPOINTING _____ AS COUNCIL MEMBER
OF THE CITY OF BELLA VISTA TO FILL THE VACANCY IN WARD 3,
POSITION 2, FOR THE REMAINDER OF THE UNEXPIRED TERM
ENDING DECEMBER 31, 2018**

**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, pursuant to the authority granted to it by law, hereby appoints _____ as Council Member for the City of Bella Vista to fill the vacancy in Ward 3, Position 2, for the remainder of the unexpired term ending December 31, 2018.

PASSED THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor Peter Christie

ATTEST:

City Clerk Wayne Jertson

Requested by Mayor Christie
Prepared by Jason Kelley, Staff Attorney