AGENDA

FAYETTEVILLE CITY COUNCIL MEETING
AUGUST 4, 1998

A meeting of the Fayetteville City Council will be held on August 4, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

NOMINATING COMMITTEE REPORT

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from July 21, 1998 meeting.

B. **BID 98-54:** A resolution accepting Shipley Motor Equipment Company's bid of $62,552.00 as the lowest qualified bid for an 18' flat bed dump truck.

C. **BID 98-58:** A resolution awarding Ark-O Petroleum a contract in the amount of $44,400 plus a contingency of $6,660 to upgrade the underground storage tanks at the Fayetteville wastewater treatment facility and the sludge management site.

D. **LIBRARY MASTER PLAN:** A resolution awarding a contract with Meyer, Scherer & Rockcastle, Ltd. in the amount of $36,747 to provide the Fayetteville Pubic Library with a master plan development study and the approval of contingency in the amount of $3,675 and a budget adjustment.

E. **LIBRARY BOARD:** A resolution increasing the Library Board to seven members. In addition the appointment of three new Board members.

F. **PROJECT TELESTAR:** A resolution certifying local government endorsement of "Project Telestar" to participate in the Advantage Arkansas Program (also known as the Arkansas Enterprise Zone Program- Act 947 of 1993"

II. OLD BUSINESS

A. **COMPENSATION FOR ALDERMEN:** An ordinance amending Section 31.16 of the Code of Fayetteville by increasing compensation for aldermen from $350.00 per month to $700.00 per month. Item was left on second reading.

B. **SUTTON STREET:** An ordinance authorizing eminent domain proceeding for the City to obtain land for Parks purposes which is located in the 400 block of Sutton Street. The ordinance was left on the first reading.

C. **VOLUME BASED PROPOSAL:** A request to bring the Volume Based Proposal off the table for further discussion.

III. NEW BUSINESS

A. **VA 98-8.00:** An ordinance approving a utility easement vacation requested by Richard Rush for property located at 2097 Hailey Drive. The northeast corner of the house extends into the utility easement approximately 1.73 feet. The request is to vacate only that part of the easement on which the house encroaches, approximately 5 square feet.

B. **FAYETTEVILLE MILLENNIUM CELEBRATION:** First Night Fayetteville request funding for 1999/2000 New Year's Celebration.

C. **LIBRARY MASTER PLAN:** Moved to Consent Agenda, item D.

E. **LIBRARY BOARD:** Moved to Consent Agenda, item E.

F. **ORDINANCE REVISION:** An ordinance revising Chapter 161: Physical Alteration of land.

G. **MOUNT SEQUOYAH GARDENS:** A resolution dedicating city land on the east side of Mt. Sequoyah as a city park and the immediate development of the park.

H. **CONDEMNATION:** An ordinance condemning property located at 226 North School Street.

I. **INFORMATION**

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

August 4

Roll		Nomination		KW SM Consent	~~W/correction to minutes~~	
✓	PETTUS	✓		✓		
✓	MILLER	✓		✓		
✓	WILLIAMS	✓		✓		
✓	SCHAPER	✓		✓		
✓	DANIEL	✓		✓		
✓	YOUNG	✓		✓		
✓	ZURCHER	✓		✓		
✓	TRUMBO	✓		✓		
✓	MAYOR HANNA					

	500 per month SM/LS Aldermen	700 per month			
PETTUS	N	✓			
MILLER	N	✓			
WILLIAMS	✓	N			
SCHAPER	✓	✓			
DANIEL	✓	~~M~~ N			
YOUNG	N	✓			
ZURCHER	N	✓			
TRUMBO	N	✓			
MAYOR HANNA					
	3-5-0	6-2-0			

	LS/SM Sutton 2ND	3RD/LS RZ	3RD	to Committee	
PETTUS	✓	✓	✓	N	
MILLER	✓	✓	✓	✓	
WILLIAMS	✓	✓	✓	✓	
SCHAPER	✓	✓	✓	✓	
DANIEL	✓	✓	✓	N	
YOUNG	✓	✓	✓	✓	
ZURCHER	✓	✓	✓	✓	
TRUMBO	✓	N	✓	N	
MAYOR HANNA			✓		
				5-3-0	

	to take off table Volume BS.	2ND	Amend 78 BAGS RZ C4	104 1st 78 2ND C4 RZ	3RD Sm RZ	Approve
PETTUS	✓	✓	N	N	✓	✓
MILLER	✓	✓	N	✓	✓	✓
WILLIAMS	✓	✓	N	N	N	N
SCHAPER	✓	✓	✓	✓	✓	✓
DANIEL	✓	✓	✓	✓	✓	✓
YOUNG	✓	✓	✓	✓	✓	✓
ZURCHER	✓	✓	✓	✓	✓	✓
TRUMBO	✓	✓	N	N	✓	✓
MAYOR HANNA			N			
			~~4~~-5-0	5-3-0	7-1	7-1

	2ND VA98-8	3RD	Approval		
PETTUS	✓	✓	✓		
MILLER	✓	✓	✓		
WILLIAMS	✓	✓	✓		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
ZURCHER	✓	✓	✓		
TRUMBO	✓	✓	✓		
MAYOR HANNA					
			8-0		

	MILLENNIUM				
PETTUS	moved to consent				
MILLER					
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
MAYOR HANNA					

	ORDROL.				
PETTUS					
MILLER	left on 1st reading				
WILLIAMS					
SCHAPER					
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
MAYOR HANNA					
	KW/RZ mt SEG. GRD				
PETTUS	✓				
MILLER	✓				
WILLIAMS	✓				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
ZURCHER	✓				
TRUMBO	✓				
MAYOR HANNA					
	8-0-				
	Cond School				
PETTUS					
MILLER					
WILLIAMS					
SCHAPER	Tabled.				
DANIEL					
YOUNG					
ZURCHER					
TRUMBO					
MAYOR HANNA					

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on Tuesday, July 21, 1998, at 6:30 p.m., in the Council Room of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas.

PRESENT: **Mayor Fred Hanna; Aldermen Trent Trumbo, Donna Pettus, Stephen Miller, Kit Williams, Len Schaper, Heather Daniel, Cyrus Young, and Randy Zurcher; City Attorney Jerry Rose; City Clerk/Treasurer Heather Woodruff; staff; press; and audience.**

ABSENT: **None**

Mayor Hanna called the meeting to order with eight aldermen present.

CONSENT AGENDA

Mayor Hanna introduced consideration of items which may be approved by motion or contracts and leases which can be approved by resolution and which may be grouped together and approved simultaneously under a consent agenda:

MINUTES: Approval of July 7, 1998, minutes.

MOBILE DATA EQUIPMENT: A resolution awarding a contract to Communication Specialist in the amount of $104,304 for mobile data equipment for use in vehicles and at the tower site.

RESOLUTION 92-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

PLAINVIEW STREET EXTENSION: A resolution approving a construction contract with Jerry Sweetser, Inc., in the amount of $146,339 for the Plainview Street Extension Project. Also the related budget adjustment and total project contingency amount of $21,950 (15%).

RESOLUTION 93-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

COPY MACHINES: A resolution approving a contract with Xerox Corporation to lease three copy machines to replace existing copy machines currently under lease from Xerox.

RESOLUTION 94-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

YOUTH CENTER: MOVED TO NEW BUSINESS.

OFF-LOADING FACILITY: A resolution approving an agreement with McGoodwin, Williams, and Yates in the amount of $26,867 for engineering services required to construct an off-loading facility for the compartmentalized recycling trucks.

RESOLUTION 95-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

TARGET AREA: A resolution approving Change Order 1 in the amount of $186,424.06 to amend the contract with Jerry Sweetser, Inc., for street and associated improvements in the Community Development Target Area and approval of a budget adjustment.

RESOLUTION 96-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

AIRPORT LIGHTING: A resolution approving an amendment to the contract with Garver and Garver Engineers in the amount of $95,150.06 for the design and supervision of the airfield lighting rehabilitation and approval of a budget adjustment.

RESOLUTION 97-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

HIGHWAY 265: A resolution allowing the City to cost share with the Arkansas Highway and Transportation Department for additional drainage improvements to be constructed with the widening of Highway 265.

RESOLUTION 98-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

CIV 98-29: Consideration of an offer of settlement in City of Fayetteville vs. Bramlett, CIV 98-29, submitted by Tom and Cheryl Bramlett. The property was needed for Mud Creek Bridge improvement project.

RESOLUTION 99-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

Alderman Williams noted that the last item on the consent agenda is for the acceptance of the offer, not the consideration of it.

With the above change, Alderman Williams moved to accept the consent agenda. Alderman Daniel seconded.

Alderman Pettus asked if the reading of the ordinance for item I, Chapter 161 code revision, under New Business could be moved to the very end of the agenda.

City Attorney Rose replied it could be put anywhere the Council wants it. He stated he had passed out the changes that are necessary and a copy of the UDO. He explained it became a more complicated project because all the changes that had been made previously were made from the old ordinances, pre-UDO. Staff has not had yet a chance to verify that all the changes have been incorporated. It has been suggested that they need to look at it before it is read before the Council.

It was decided to remove this from the current agenda and to put it on the next one.

Upon roll call, the motion to approve the consent agenda carried on a vote of 7-0-1, with Alderman Young abstaining.

Alderman Trumbo asked if item H, Youth Center, under New Business could be moved to the beginning of New Business, as the Youth Center Board was meeting later that night. It was agreed to do this.

OLD BUSINESS

HOG CITY DINER

Mayor Hanna introduced a resolution approving a patio area lease between the City of Fayetteville and Hog City Diner.

Alderman Williams handed out two proposed amendments to the lease. The first amendment was to Article 3, Option to Extend. He stated as it reads now, after the initial 10-year period at the option of the Lessee, not the City, the lease can be extended for up to five, five-year periods. He felt the Council sitting ten years from now should have the opportunity to use their own judgement to decide whether or not to continue the lease. That gives the Lessee ten years to recoup expenses. If everything is worked out, the lease could be extended with the approval of the City Council at that point in time.

Michael O'Brien, owner, stated they'd been surprised at the last Council meeting by the objections to the dollar amount proposed and the term proposed. He stated they had had choices in selecting where to build the restaurant. They felt the Old Post Office was an outstanding location, despite the fact that people were leaving the square. They've been willing to risk close to a million dollars, and counting, in this project. He stated objections to the dollar amount and term had caught him off guard, as two other cities are offering tax incentives, concessions, and other things to entice them to put a restaurant in.

Mr. O'Brien stated he has done research since the last meeting. He stated the City negotiated a lease for the plaza portion of the town center with a private individual. It is a 25-year lease with $120,000 up-front payment for 11,500 sq. ft. That equates to $.42 a foot. He stated a number of the Council members had found fault with the proposed $1 per sq. ft. for the restaurant, yet it was double what the City had offered a private individual. He noted the concessions made to the other individual.

Mr. O'Brien stated his business would bring more people to the square. He asked for an explanation of the Council's action concerning these two lease situations.

Alderman Schaper responded that there is a significant difference between creating a public open space and leasing City land for an individual's profit.

Alderman Pettus agreed it is a double standard. The restaurant will bring a great deal of money and life to the square.

Mr. O'Brien stated he wanted to amend the proposed lease back to his original request of $1 a sq. ft., $1,677 a year, and a twenty-five year lease. He stated if the Council wants them to relocate, their method is inappropriate and unfair.

Alderman Daniel asked if he felt the $1 amount is a fair market price.

Mr. O'Brien replied he'd sat down with staff, based on instructions from the Council. At that time, it was conveyed to him that the town square was valued at $10 to $12 a sq. ft. He'd suggested taking 10% and deducting the cost incurred to build the potting shed and other improvements. This came to $1 a sq. ft., based on 1,677 sq. ft. He stated the improvements would be a beautiful fence, screening, lattice work, pillar columns, the concrete leveled, and a fountain. These would remain if the restaurant ever leaves.

Alderman Daniel agreed that this would be an asset to the square and the restaurant owners deserve some breaks.

Alderman Schaper agreed this would be nice, but it would be done for the benefit of the business owners. He stated he thought this amount had already been agreed to.

Alderman Trumbo stated he had suggested $3 a sq. ft. as compromise. The City's land agent had said the going rate for unimproved property is $1.50. Alderman Trumbo upped this to $3, which he thought was an equitable compromise.

Alderman Miller was open to the amendment, as most leases are up to the landlord as to whether they are open or not. He stated he often walks around the square at night and the only life there at that time is the restaurant. He stated the difference between the proposed rents is a drop in the bucket to the City.

Mayor Hanna stated it is not unusual for cities to give businesses incentives to locate there. It creates jobs, tax money, and, in this case, it brings back something to the square that has been missed. He felt a $1 a sq. ft. was a fair charge for the concrete driveway they already have the use of and will improve.

Alderman Zurcher stated he supports the resolution and does not think the restaurant owners are getting anti-business sentiment from the Council. The Council is trying to get the best deal for the citizens.

Alderman Williams reiterated his desire not to tie the future Council's hands regarding this. Ten years is plenty of time to recoup the investment.

Mr. O'Brien stated the future governing body would know they have him over a barrel, because it would be a very profitable venture and all the improvements would be in place. He did not want to find himself going through this again. He again requested that the lease be amended to the $1 a sq. ft., back to the original amount of $1,677 a sq. ft. Regarding the term, he stated this has been a very unpleasant experience and asked the Council to just say if they want the restaurant to go away.

Alderman Pettus stated that from her experience with commercial leases, ten years is ridiculous.

Alderman Williams stated that if the Council passed the lease without any provision for discretion in the future, it is a 35-year lease.

Alderman Young stated the decision is whether or not the Council wants the patio out there. He noted that according to the lease, the owners would have to comply with all City and State rules and ordinances.

Alderman Williams stated it would have to be a material breach proved in court before the lease could be broken. He asked Mr. O'Brien if he were saying that if the Council approves the lease extension in ten years, he would not want the Council to go forward with the lease.

Mr. O'Brien replied that is correct.

Alderman Williams moved his amendment. Alderman Zurcher seconded. Upon roll call, the amendment failed on a vote of 1 to 7, with Alderman Williams voting yes.

Mayor Hanna stated it has been requested by the petitioner to put the monetary terms of the lease back to $1 a sq. ft.

Alderman Daniel so moved. Alderman Miller seconded. Upon roll call, the motion carried on a vote of 5-4-0, with Mayor Hanna voting yes and Aldermen Williams, Schaper, Young, and Zurcher voting no.

Alderman Williams stated he had a proposed amendment on Article 6, Use. The current proposal states the Lessee agrees to use the leased premises for the purpose of operating an outdoor dining area and for no other purpose. He stated he wants to see outdoor dining but does not want to see a beer garden on the square.

Alderman Williams moved to amend the lease to not allow alcoholic beverages to be sold or consumed on the City's leased premises. There was no second.

Alderman Schaper stated he would not support this. It would be up to the owner to control the patrons and not cause any disturbances.

Alderman Trumbo also did not support this. There are adequate regulations to control this.

Alderman Miller moved the resolution. There was no second.

Alderman Schaper stated he had an amendment to make concerning outdoor music. He read Article 9 and stated he would like to add words to further clarify it: "Such music shall not be loud enough to be plainly audible from the sidewalks of the square gardens." He stated "plainly audible" is a term used in the noise ordinance.

Mr. O'Brien stated if someone stopped behind the patio, they may hear jazz but it would not be disruptive or offensive. The desire is for background music that allows for conversation but obscures nearby conversation. He stated this amendment is fine with him.

Alderman Daniel seconded the amendment.

Alderman Young stated any music will be plainly audible.

Mr. O'Brien stated he agreed with the amendment in principle, but you get into the definition of plainly audible. There is the public sidewalk and then there is the brick walkway in the garden about six to eight feet from the proposed screening.

Alderman Schaper stated his intent is the public sidewalk and describing it differently would be fine.

Alderman Young felt the original wording, which restricts the music to the premises, covers what Alderman Schaper is trying to do. As long as it is not intrusive, everyone will be happy.

Mr. O'Brien, upon further consideration, stated the phrasing in the lease is sufficient. If it is changed, it could come back to haunt them through one person's complaint. It is very subjective.

Alderman Trumbo agreed the language in Article 9 is more than sufficient.

Upon roll call, the amendment failed on a vote of 3 to 5, with Aldermen Williams, Schaper, and Zurcher voting yes.

Alderman Young moved to approve the lease handed out at the agenda session with the one change on the price the Council amended. Alderman Miller seconded.

Alderman Williams asked about parking spaces.

Alett Little, Planning Director, stated that under the parking proposal in the zoning ordinance for properties in C-3 and C-4., so long as those areas are not expanded, they are not required to provide additional parking. The question becomes is this area being expanded. The way the ordinance is currently written, parking for restaurants is calculated at one space per two hundred sq. ft. This would require eight or nine parking spaces.

There are two ways to address this. If there is adequate public parking within 600', a decision made by the Planning Commission, no additional parking is required. A waiver may be requested. The applicant would bring to the Planning Commission a request for shared parking with a signed agreement with a private landowner, or they could pay the fee of $1,200 per space waived. The applicant is the person leasing the property.

Alderman Schaper stated there is clearly adequate public parking within 600'.

Upon roll call, the resolution passed on a vote 7 to 1, with Alderman Williams voting no.

RESOLUTION 100-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

CRACKER BARREL
Removed from agenda at applicant's request.

COMPENSATION FOR ALDERMEN
Mayor Hanna introduced an ordinance amending Section 31.16 of the Code of Fayetteville by increasing compensation for aldermen from $350 per month to $700 per month.

City Attorney Rose read the ordinance for the second time.

Alderman Miller stated he has always believed a city council should be paid a living wage. It was a fight to get even $350 a month. The present council is all college educated and running a business of over $80 million a year for $4.50 an hour. He said the additional $64,000 would not pay the Mayor's wages or the City Attorney's. It won't even buy a bathroom in a park. This is not a venue for the rich and famous. It is so everyone can dedicate the time needed to do the job right.

Alderman Daniel stated council work is rewarding but also stressful. Even so, she would not support a raise. She does not feel it would keep people from running.

Alderman Young reported that most people he's heard from have supported the increase.

Alderman Williams does not oppose an increase but thinks this is too much. The Council does not serve for money.

Alderman Zurcher stated the point is not why aldermen serve, it is can someone afford to do it.

Alderman Schaper quoted from a salary survey provided in the agenda. He noted much smaller communities being paid more or the same as Fayetteville. He stated he would like to amend his ordinance to restate the amount as $500 a month.

Alderman Schaper moved to amend the amount to $500. There was no second.

There were no comments from the public.

This item was left on second reading.

SUTTON STREET

Mayor Hanna introduced an ordinance authorizing eminent domain proceedings for the City to obtain land for parks purposes, which is located in the 400 block of Sutton Street.

City Attorney Rose read the ordinance for the first time.

Alderman Daniel stated she cannot support going to the extreme of using eminent domain in this case. Though she agreed in principle with acquiring land, in this case too many citizens are against this, especially around the Sutton site. This would be expensive as far as maintenance and manpower. We have the Summit Water Tower site that the City has nearly $100,000 in so far. It is a beautiful site in the same quadrant. A vacant lot is for sale at the top of Dickson. There are other opportunities to acquire land in the historic district.

Alderman Miller referred to a letter from Mr. Keating stating he was not granted extra time. Alderman Miller stated two weeks have elapsed and fear was disseminated through the neighborhood about what will happen when the City takes the park away. He stated a letter from Mr. Wright saying the neighborhood does not want the City to have this property is untrue. The immediate area is evenly divided, but calls to him have been running 7 to 1 in favor of this park. He stated he does not like the way the owners of this property bought it. The City was negotiating for it and worked the price down because the owner wanted it to be a park. The purchasers bought it in a way that the owner did not know who they were, which was not honorable. The will of the majority should not be thwarted by people with checkbooks. In this one case, he supports eminent domain.

Alderman Trumbo stated he is against condemnation. The deal was between a willing and able seller and buyer. The City did not condemn the Bradberry property for the town center and should be consistent. Condemnation should be used for something vital to the City.

Alderman Young reminded the Council they would have to remember this when a developer wants a condemnation to make his development viable. He stated this would not be a controversy if the Parks Department had just said yes or no.

Alderman Zurcher pointed out the City condemned land for a water line to Goshen. He asked how many citizens of Fayetteville benefited from that.

Alderman Pettus stated the question is whether or not this is a valid public purpose. This property has been under private ownership. Nothing has changed in that respect. The Council has said if Mrs. January still owned the property, the City would not be condemning it. All we have is a change of ownership. The new owners have said they will maintain the property and not destroy it. She sees discrimination here, which is an improper motive, and also an element of revenge, which makes condemnation an inappropriate abuse of power.

Alderman Schaper stated there are concerns about using $50,000 for this piece of land vs. another. There are questions of accessibility and other problems. There are questions of limiting access once it becomes public property. He asked about the condition of the rock structures and whether or not they need to be ADA accessible.

Kevin Crosson, Public Works Director, replied that a detailed evaluation has not been done by the City, but an evaluation was done by someone not on staff. The bridge would probably have to be replaced. The wishing well has some problems. He stated there would be repairs to be made but did not know to what degree. Whether or not the repairs and improvements have to be ADA accessible is a great debate. He stated it is his understanding that when improvements are made, they have to be ADA accessible.

Mayor Hanna added that ADA compliance is usually complaint driven.

Alderman Zurcher stated this is a legitimate walk-to park. It doesn't require parking.

Alderman Williams responded to Alderman Pettus's remarks on revenge. The City first unanimously offered a thousand dollars more to buy the property. The City then waited a month and a half before acting. Attempts were made to avoid a vote on condemnation. He has asked Mr. Wright to work with the City for protective covenants. The Council would like to see the neighborhood be healed, but this looks like a no win situation.

Jim Whitehead, 517 E. Lafayette, stated his family has lived in this neighborhood since 1965. He stated this property is too small, parking is unsatisfactory, and a park will violate the integrity of the neighborhood. He was relieved when a private buyer purchased the property. The plan to use eminent domain to condemn this property boggles the mind. No reasonable definition of the concept would bring about a dangerous expropriation of private property. Condemnation would represent a rude and extreme use of governmental authority. Citizens fear the possibility of such excess. Sutton Street is not the place for a park. He asked the Council not to condemn but to maintain the neighborhood for homes and families.

Cindy Long, audience member, read from a letter from Betty Lighton which supported the City acquiring the property. This is one of the few sites left in the neighborhood available. The present owners have stated they purchased the property in order to preserve it, but it is Ms. Lighton's opinion that it would be more likely preserved by the City than private citizens. She urged the City to acquire the property in whatever way seems most practical.

Ms. Long stated she has been working on this project for seven months. She stated the neighborhood agrees that they want this property to remain exactly like it is. The conflict is how to do this. The owners want to build a house on it. Opponents want the City to buy it as a historic, walk-by park with covenants governing its use. They faithfully went through the process to see this done. They understood they would be asked to contribute to the purchase of the property. They'd acquired $7,000 in pledges and a donor. The day the offer was made to Mrs. January, they'd gone to the real estate office and offered $1,000 in earnest money and offered to put their responsibilities in writing. They wanted Mrs. January to know they were organized and committed. They were told they did not understand the process and could not put up earnest money because they were private citizens and this was an offer and transaction between the City and Mrs. January. They were told the City Attorney had said the offer was going to come from the City and the neighbors did not need to be there. She stated this is not about condemnation. It is about accountability and upholding decisions that were made by going through the process.

Richard Lloyd, N. Willow Ave., stated he shares a desire to preserve the neighborhood. There are more signs along Sutton and Willow opposing this than supporting it. The property's beauty can best be protected by keeping it in private hands, as it always has been. The property is not suited to public use. It is surrounded on three sides by houses and the park would be adjacent to these backyards. There are already parking problems in the neighborhood. The idea of a walk-to park is not realistic. There would be an increased risk of vagrancy, crime, and vandalism. Handicap access and safety standards are important questions. It would be costly and change the character of the property. Maintenance would be costly. It was reasonable for the City to offer to buy when it was for sale, but condemnation is another question and a misuse of power.

Orland Maxfield, 533 N. Roland Willow, supported the acquisition and has been given the endorsement of the Historic District Commission for this property to become a city park. He stated the Federal government does not guarantee equal access to all national parks and monument system. He stated anything that benefits one neighborhood benefits the city at large. Sports parks do not benefit everyone. He stated the current owners have no tenure beyond the few weeks they have owned it. We are not talking about a family homestead being wrenched from a century-old family. His private citizen's right to a neighborhood park goes back to 1946. He is gratified that the Council is showing more responsibility for the greater good of the citizenry. This is an issue of societal rights. He asked the Council to meet this responsibility head on.

Chris Krueger, Sutton Street, opposed the City condemning the property and it becoming a public park. This property was maintained by private owners for years. They controlled who used it. That's why it has stayed beautiful. Public use will mean a lot more wear and tear. Historically, public ownership has not served preservation well. The current owners maintain beautiful residences on this street. She hoped the concerns of the immediate neighbors would matter to the Council. When this began, they were assured their concerns mattered because they are the ones most affected. This is a case of want vs. need. She presented a document with 43 signatures circulated in the neighborhood opposing the park. This property is not large enough to serve a significant number of citizens and there are safety considerations. The area is congested already. There are no sidewalks, curbs, gutters, or guardrails on this part of Sutton. There is no buffer zone. It is bowl shaped and noise carries. It will require ongoing maintenance at a time the City is straining to maintain its parks. She stated a single family home would be welcome on the property. Condemning this property to satisfy the demands of a vocal group of people is a drastic measure. It would being setting a terrible precedent.

Kathy Thompson, historic district resident, stated this began as a simple request to save this beautiful place. Now they are asking it to be acquired as a public-use park, a walk-by, historic park. The Council and Parks Board voted for the park, knowing all the problems the park would bring. She stated this group has played the game fairly. When asked to show support for this, they conducted a survey and circulated a petition. Not wanting condemnation, they have been forced into this situation because of the way the land was purchased. The citizens had attempted to pay half of the purchase price. She reminded the Council that Mrs. January did not know who she was selling the property to. She had been told she had to make a decision that night. The Keatings have said they will build a house on the property, which does not sound like preservation. This is a bit of history and beauty that should not go away. Voting for condemnation means this park can be used by everyone, not just a few.

Tina Buxton, 312 N. Willow, stated there is a lot of misinformation flying around that may have influenced the Council. This is not the only undeveloped property in the historical district. There are several large pieces of undeveloped land within a block of this. There was no conspiracy to buy this from under the City. Mrs. January had two offers, one from the City and one from somebody else. She chose somebody else. She did not want it to be a park and the current owner does not want it to be a park. She asked how many people who signed a petition supporting the park found the property and thought about parking, handicapped accessibility, noise levels, and neighbors. This property is not like Hotz Park and the park on Mill Street, as has been stated. People who have stated they enjoy living next to a public space were able to make that choice before purchasing their home. Park proponents are asking the Council to take away from their neighbors the right to chose whether or not they want to live next door to a public space.

She urged the Council to put the money towards something that more people would use.

Alderman Schaper stated there was never an offer from the City. There was a recommendation from the Parks Board that was to come to the Council, but the Council never had the chance to act on it.

City Attorney Rose stated there had been an offer and acceptance signed by the Mayor, but it was contingent on the Council approving it.

Richard Alexander, 231 Dickson Street, stated issues are being rehashed. Democracy is a slow process which encourages citizen participation. This began with a small group of citizens who went to the Parks Board and did what was asked. Two governmental bodies made the decision to acquire this for a park. Nothing has changed since then. The new owners have had it for three weeks. He asked what the neighborhood is. He did not think it is just Sutton Street, but rather the historic district. He stated the majority of the people from the historic district support this park. He stated the new owners do not intend to sell this to the City and never have, so condemnation is not an unexpected development. He stated the Keating brothers are real estate professionals and must have known condemnation was a possibility. This is a unique situation. This property was bought to keep the City from getting it and they've changed the focus of the argument against the park to an issue of private property.

Bill Ackerman, Chairman of the Parks & Recreation Board, stated when first pursued, the cost of this land was prohibitive. There was no money allocated at that time for a neighborhood park. After the property had been on the market a long time and citizens had asked that it be looked at once again, the price had not changed and budget restraints remained. They were encouraged to pursue it further and did so with public hearings. They asked for a show of support from the immediate neighbors. Letters and petitions came back listing immediate neighbors. There was not a show of strong, strong support. The Board evaluated the pros and cons and said if the land owner is truly interested in this being a park, they would go half way, subject to the Council's approval, and support the acquisition of that park. Staff advised there would be maintenance problems and expenditures. The Parks Board had no intention of spending any money for improvements. This was to be a quiet, neighborhood park for use by those who walk by and treat it with respect, as has always been permitted. He stated the Board asked the group to negotiate a contract through the City and subject to the approval of the City Council, after an appraisal was done that valued the property at $50,000. Once the appraisal came in, the Parks Board said it would cooperate and offer 50% participation. There is precedent for citizen participation. The community sponsored $25,000 for Gulley Park. He stated he did not think Mrs. January was deterred by uncertainty that the public could not come with their part.

Mr. Ackerman informed the Council that staff has prepared a report that shows the Parks Department is $13 million short of funds for the existing parks in the next five years.

Mr. Ackerman stated he personally opposes condemning the property. He did not see anything strange with the fact that the Council had offered $52,000 for the property that the Parks Board had only offered $25,000 for, because the Parks Board looks at things differently than the Council does.

A neighbor directly next door to the park stated he would like to see it become a city park. He stated there is a 5.5' strip beside Sutton Street that could provide parking for 10 cars.

Wyit Wright, owner of the property, explained his comments made at the previous meeting about this being unprecedented and unreasonable. He stated it is unprecedented because the City has never, ever condemned property for a park. It is unreasonable because such a small percentage of the City would benefit from such an expense. He stated he could not respond to a letter written by Alderman Williams because it asked for terms of surrender in asking how it could be sold to the City. He has always maintained that selling is not an option.

Mr. Wright stated good government is not a popularity contest. This is not a show of strength, but a show of reason and whether it makes sense. He stated the majority of signers of the pro-park petition do not live near the park, hence are more likely to drive to it. The nature in which the signatures were gathered is suspect. A recurring theme is that Mrs. January wanted this to be a park. He stated that Mrs. January has had enough of people announcing her intentions. He stated she called him; he did not call her. He is aware that she called Aldermen Trumbo, Williams, and Young. He hoped they would share what she said with the other Council members. He knows she has talked to Cindy Long and Kathy Thompson. He was surprised that Kathy Thompson would say that Mrs. January wants this to be a park. That is not true. He stated Mrs. January told him that this property was never used as a public piece of property. She thinks it would be a mistake if it were to become a park. She is comfortable knowing it is in the hands of the present owners.

Mr. Wright quoted comments from Kevin Crosson, Public Works Director, that the City should slow acquisition and spend money developing and improving land it already has. He quoted Connie Edmonston, Parks & Recreation Director, as saying the stone work is a potentially huge problem for the City. Much of it is unstable and would require removal or renovation. He read from a letter written by Frank Burggraff, emeritus professor of landscape architecture at the University, calling this a mistake even if it were a donation. It is useless as a public park for many reasons and establishes a precedent.

Mr. Wright asked the Council, if they don't trust the owners' intentions, to empower someone to negotiate assurances that what they say are their intentions are in fact their intentions. He asked if the Council would have left this in the hands of the Januarys whose plans were identical to the new owners, why would the Council not leave it in the current owners' hands.

Alderman Schaper asked if Mr. Wright and the Keatings would be willing to sign a conservation easement stating their intentions to build in the southeast corner and leaving the rest of it untouched.

Mr. Wright replied this is exactly what he means to discuss with someone appointed to discuss this with him. Regarding his request for an extension, he'd felt he was being asked to take the $52,000 and could not find any middle ground. He did not want to sell it with concessions. He felt there was opposition to any mention of a home on the property.

Alderman Williams thought the option of a conservation easement should be looked at seriously. It could meet a lot of the concerns on both sides.

Mr. Wright felt having members of the public present at the negotiations would not be appropriate. He doesn't mind who the City talks to, but he wants to deal just with the City. If a conservation easement is what he thinks it is, he felt something could be worked out.

Alderman Trumbo moved to suspend the rules and go to the second reading. Alderman Pettus seconded. Upon roll call, the motion

failed on a vote of 5 to 3, with Aldermen Williams, Schaper, and Zurcher voting no.

This item was left on first reading.

Mayor Hanna announced a short break.

After reconvening the meeting, Mayor Hanna announced that two agenda items would not be discussed at this meeting. An ordinance revising Chapter 161, Physical Alteration of Land, needs further work by the engineering staff. He stated the Solid Waste volume based proposal was tabled because of the lateness of the hour. It will appear early on the next agenda, under Old Business.

NEW BUSINESS

YOUTH CENTER

Mayor Hanna introduce a resolution approving $79,800 and a budget adjustment for a comprehensive planning study for necessary future development.

Alderman Trumbo explained that the Reynolds Foundation has appropriated this portion of the money to fund this in-depth, master planning process for the City of Fayetteville. The Fayetteville Youth Center Endowment Foundation has authorized $15,000 of the overall cost of the study and is asking the City of Fayetteville to come up with the rest of it. They will get a grant to fund all this, but that is a good show of faith to fund half the expenditure. New Solutions was selected to do the master planning.

Alderman Williams stated if we don't go forward, we don't have much chance to get the grant.

Alderman Schaper stated he had been concerned that $150,000+ is a lot of money to spend on a planning study. He has since got a better idea of the massive scope of the study and now sees it is worth doing. It is an opportunity to do something first class for the youth of Fayetteville.

Alderman Zurcher also agreed with the expenditure and would not mind spending more to include older children in the study.

Tim Webb, Fayetteville Youth Center Board, clarified this will be much greater than a study. They are looking for a plan that will show what we want to do in the next 20 years and how to get to that point. The Youth Center's focus has changed to youth and families. The Youth Center will be a family center.

Alderman Zurcher stated he is concerned about teenagers.

Mr. Webb stated the study will address the teen population and a teen center.

Alderman Miller moved the resolution. Alderman Pettus seconded. Upon roll call, the resolution passed on a vote of 8 to 0.

RESOLUTION 101 AS RECORDED IN THE CITY CLERK'S OFFICE.

ELEVATED WATER TANK

Mayor Hanna introduced a resolution authorizing the Mayor and City Clerk to execute an agreement between the City and PDM, Inc., for the construction of an elevated water tank at the contract price of $874,400 and approval of a project contingency of $40,000.

Alderman Williams moved the resolution. Alderman Daniel seconded. Upon roll call, the resolution passed on a vote of 8 to 0.

RESOLUTION 102-98 AS RECORDED IN THE CITY CLERK'S OFFICE.

PLANNING COMMISSION APPEAL

Mayor Hanna introduced an appeal of a Planning Commission decision submitted by Kurt Jones of Crafton, Tull, and Associates on behalf of John Griffin for the Trichell Medical office Building. The request is to allow two access points along Millsap Road.

Alderman Young announced he would not participate in the discussion and would abstain on the vote.

Alderman Schaper stated this is not an appeal by right and is the sort of decision that should be left to the Planning Commission. He did not think the Council should hear this.

Mayor Hanna felt this was an appeal generated by a bad ordinance.

Alderman Pettus moved to hear the appeal. Alderman Daniel

seconded. Upon roll call, the motion carried on a 6-1-1 vote, with Alderman Schaper voting no and Alderman Young abstaining.

Alett Little, Planning Director, explained this is a large scale development for a two-storey medical office building. The Planning Commission approved the large scale development with one point of entrance into the side. The request is for two points of access in the side. There are 96 parking spaces on site. It is on Millsap Road. The Planning Commission's idea was not to create additional traffic points of conflict by allowing too many points of access. There is access to the east through private property and access to the south, which was key to Planning Commission's decision. She stated it was the developer's decision not to have one ingress and one egress, which the Planning Commission would have allowed.

Kurt Jones, of Crafton, Tull, and Associates, stated their argument is the application of Sec. 159.54. They do not feel two drives for this project creates a dangerous situation. He offered the option that if the rear access point is connected to a public street, they would close one of the drives on Millsap.

Alderman Daniel stated she could not agree to that as it would be hard to undo once it is done. She noted there are lots on Millsap that haven't been developed.

Mr. Jones pointed out that the lots that have been developed and which have comparable parking lots have two exits.

Little stated this lot has 210' of frontage. Most of the other lots have more frontage. We are trying to limit the number of curbcuts and points of conflict.

Mr. Jones felt limiting this to one point of access would encourage drivers to take risks to get out in order not to back up traffic in the parking lot.

Little explained the location of the access on the east side of the property being only 50' away from John Cole's point of access. They had considered putting it in the center, but decided where it is is the better location because of an island.

Alderman Schaper asked where the next driveway to the west is. He received no answer to this. Alderman Schaper said if the goal is to cut down on and separate conflict points, you don't want to locate driveways 50' from each other.

Alderman Pettus felt it is inappropriate to have access across John Cole's parking lot. That access is in conflict with the covered entry and there will be major congestion.

Little responded that the applicant had the opportunity to move the covered entry. Cross access is one of the things planning has been asked to provide under commercial design standards.

Alderman Williams supported the Planning Commission's decision as they have the expertise.

Mr. Jones reiterated their appeal is on the interpretation of the ordinance itself.

Alderman Pettus stated the Council would need more information about the access points to the west.

Alderman Williams moved to deny the appeal. Alderman Schaper seconded. Upon roll call, the motion carried on a vote of 6-1-1, with Alderman Pettus voting no and Alderman Young abstaining.

RZ98-12/SUNSET ADDITION/SCHMEIDING

Mayor Hanna introduced an ordinance approving a rezoning request submitted by Lantech Engineering on behalf of Schmeiding Enterprises, Inc, for property located in Sunset Addition, block 2, lots 1-6. The property is zoned R-2, Medium Density Residential. The request is for R-O, Residential Office.

City Attorney Rose read the ordinance for the first time.

Alderman Schaper stated they started out wanting a C-2 then changed to R-O. He asked what was to be put here.

Leonard Gabbard, Lantech Engineering, replied the north half of this block is zoned R-2 and they want to put in an office space on the north half and have it zoned R-O. They were told that would be an acceptable transition from a C-2 zone.

Alderman Williams stated it makes a lot of sense for this area of the city.

Alderman Williams moved to suspend the rules and go to the second reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the second time.

Alderman Zurcher felt R-O is more appropriate than C-2 or R-2.

Alderman Miller moved to suspend the rules and go to the third reading. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

There were no comments from the audience.

Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 8-0.

ORDINANCE 4107 AS RECORDED IN THE CITY CLERK'S OFFICE.

VAC 98-6.00/BELLFLOWER

Mayor Hanna introduced an ordinance approving a utility easement vacation submitted by Butch Robertson for property located at 4297 West Bellflower, lot 32 in Meadowlands Subdivision. This is zoned R-1 and contains approximately .25 acres.

City Attorney Rose read the ordinance for the first time.

Alderman Williams moved to suspend the rules and go to the second reading. Alderman Zurcher seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the first time.

Alderman Schaper moved to suspend the rules and go to the third and final reading. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 8 to 0.

City Attorney Rose read the ordinance for the third time.

There were no comments from the audience. Mayor Hanna called for the vote.

Upon roll call, the ordinance passed on a vote of 8 to 0.

ORDINANCE 4108 AS RECORDED IN THE CITY CLERK'S OFFICE.

<u>AD 98-19.00</u>
Mayor Hanna introduced discussion of the process of condemnation for the purpose of securing right-of-way for a connection to Wood Street. The request was submitted by Tom Embach for proposed large scale development.

Alderman Young stated the company he works for is involved in this project, so he would abstain on this item.

Mayor Hanna explained this came about from the Planning Commission's desire to have Wood Street connected to 12th Street.

Alett Little, Planning Director, reported that none of the neighbors have been notified about this.

Alderman Williams suggested denying this. Wood Street is not connected to 12th Street. Anyone going onto Wood Street would have to go to another street. A condemnation would only get to another street that is almost a dead end. He didn't think it would be used.

Kurt Jones, engineer, asked if a vote to deny would also waive the Planning Commission's requirement that the street be constructed.

City Attorney Rose stated the Council first has to vote on whether or not to hear the appeal. If they vote for the waiver, a condemnation would be unnecessary.

Little stated the waiver was requested at the Planning Commission. The Planning Commission required an access to the west to Wood Street. The developer found only one property owner willing to do that, but the property owner wanted to sell the house and all the property for $135,000. It was taken back to the Planning Commission as an administrative item. Their recommendation was for condemnation for just the portion necessary for the street.

Alderman Pettus moved to hear the appeal. Alderman Daniel seconded. Upon roll call, the motion carried on a vote of 7-0-1, with Alderman Young abstaining.

Little confirmed the developer would still need a stubout toward the west.

Mr. Jones stated they could slide that stubout anywhere up and down the street.

Alderman Williams moved to grant the waiver. Alderman Pettus seconded. Upon roll call, the motion carried on a vote of 7-0-1, with Alderman Young abstaining.

CIV 98-20
Moved to Consent Agenda.

VOLUME BASED PROPOSAL
Tabled to next meeting.

YOUTH CENTER
Moved to beginning of New Business.

ORDINANCE REVISION
Postponed to next meeting.

DICKSON STREET IMPROVEMENT DISTRICT
Mayor Hanna introduced discussion on Dickson Street Improvement District assessment against the Walton Arts Center.

City Attorney Rose stated the Arts Center Council leases from the University of Arkansas and the City of Fayetteville the Walton Arts Center. The Arts Center Council is responsible for the payment of taxes and assessments on the WAC property. The WAC Council is in negotiations with the Dickson Street Improvement District over how much, if any, they owe in assessments. The WAC Council claims two exemptions. One is that since they have been exempt from property taxation since 1995, they are also entitled to an exemption from the Dickson Street Improvement District assessment since that time. Secondly, they claim an exemption because of a State statute which allows for an off set for improvements done by property owners within an improvement district that have been found to improve their own property in such a manner that the improvement may be made a part of the general improvements of the kind in the district. The Dickson Street Improvement District has made no decision at this time as to whether or not to allow that exemption. When they do make that decision, the City will either abide by it or he will bring forward a proposal to appeal the decision.

Alderman Pettus asked if the taxes are in default, who ultimately pays the taxes.

Rose replied it would be the owners of the property, the City and the University. There is no indication from the Arts Center Council that they are unwilling to pay any assessment they are responsible for.

Lamar Pettus, Dickson Street Improvement District tax payer, stated the original plan of improvement filed with the City in 1988 provided that the improvement endorsed by this district was to build 532 parking spaces. That plan was abandoned. The City took over that project. He stated one of the reasons he asked for this to be considered is that the Arts Center has been attempting to get some action out of the Dickson Street Improvement District since 1991. In 1991, the last official minutes of record show Mr. Collier was instructed to collect the delinquent taxes. There are a lot of delinquent taxes; the City being the largest. He stated there is no assessment against the Walton Arts Center. It is against the City, $16,000 a year. The City owes $127,000. In 1989, the Dickson Street Improvement District made a contract with citizens against unfair taxation. They promised to collect only $1 million in taxes. By their inaction and by the cooperation of the City, they have delayed every year collecting the $16,000 from the City. If the City gets an exemption, so should he.

Mr. Pettus stated the City has to take some responsibility as they create bodies empowered to tax for life. He stated his argument is that the Improvement District does not have the authority to grant the Walton Arts Center a credit or an exemption. The statute is clear that the owner of the property has to make that request. He stated the burden is on the City to go forward. He asked if the City were going to pay the taxes due.

Alderman Pettus asked if they had been collecting taxes.

Mr. Pettus replied they had been collecting from the select few that would voluntarily pay them. They have collected over $.5 million according to their last report.

Rose stated the Arts Center Council is responsible, under their lease, for the taxes and assessments. The Improvement District is not confused about who owns the property. The City and

University want to cooperate with the Arts Center Council to get the exemptions, if entitled. He stated the Improvement District needs to meet and act on the exemption requests from the Arts Center Council.

ANNOUNCEMENTS & ADJOURNMENT

Alderman Williams read a prepared statement announcing his intention not to seek re-election to the Council.

Mayor Hanna adjourned the meeting at 10:35 p.m.

COMMITTEE APPOINTMENTS

CONSTRUCTION BOARD OF APPEALS:
Tommie Perkins

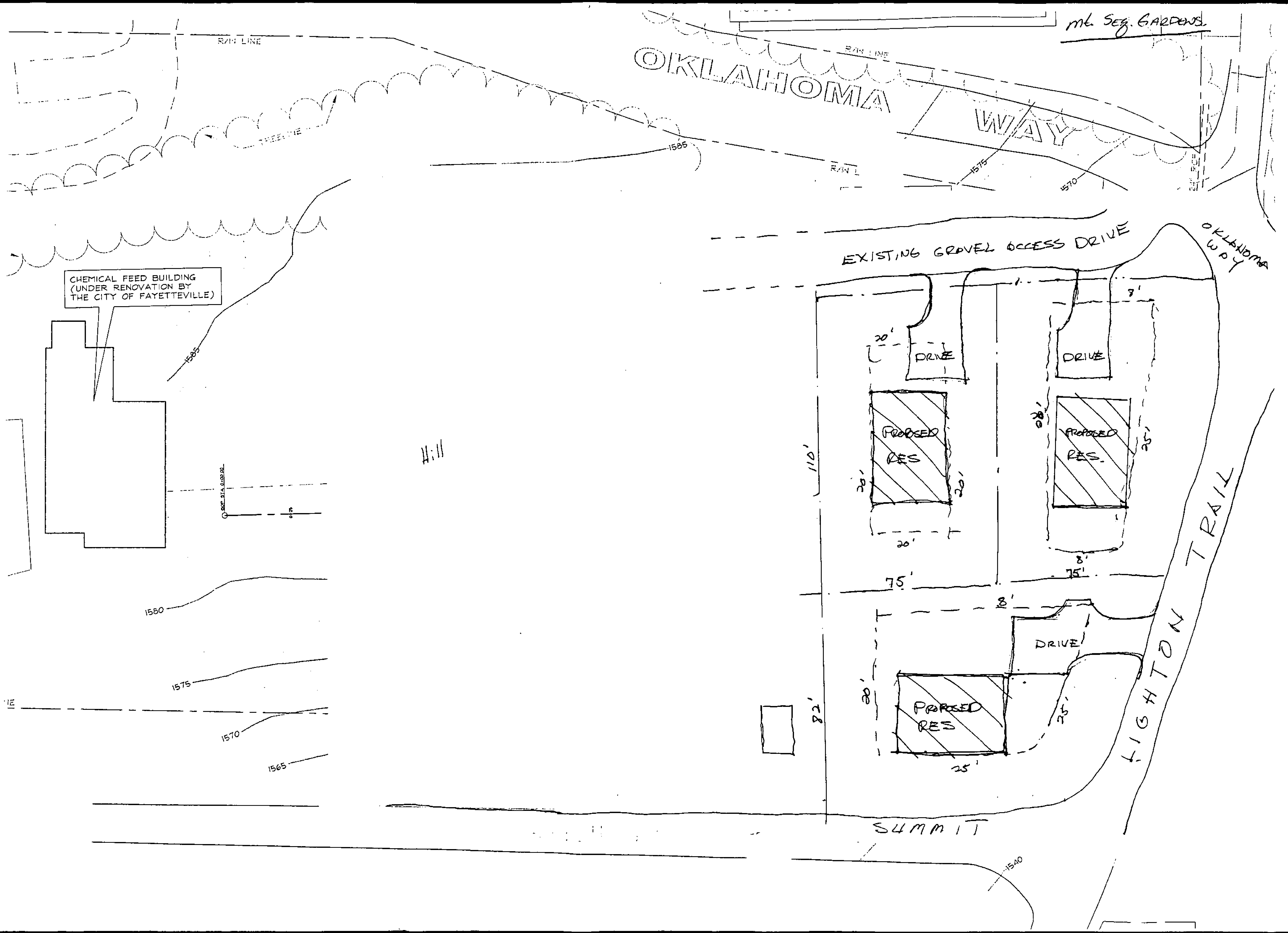
LIBRARY BOARD:
Louis Gottsponer

JUVENILE CONCERNS:
Mathanki Kalapathy
Aubrey Bernath ??

CABLE BOARD
Woody Charlton
Barbara Stripling
Rowland McKinney
Ron Warren

TREE AND LANDSCAPE
Jana Clynch
Janet Coleman
Candy Clark

ENVIRONMENTAL CONCERNS
Annee Littell



mt. Seq. GARDENS
OKLAHOMA WAY
R/W LINE
TREE LINE
1585
EXISTING GRAVEL ACCESS DRIVE
OKLAHOMA WAY
CHEMICAL FEED BUILDING (UNDER RENOVATION BY THE CITY OF FAYETTEVILLE)
Hill
DRIVE
PROPOSED RES
PROPOSED RES.
1580
1575
1570
1565
1540
110'
82'
75'
20'
25'
8'
LIGHTON TRAIL
SUMMIT

BILL OF ASSURANCE

This declaration of a Bill of Assurance made and published on this ____ day of ________, 1998 by __________________________, owner of real estate located in the City of Fayetteville, Washington County, Arkansas, and more particularly described as follows:

TRACT B:

A part of Lots Numbered Two (2), Three (3), and Four (4), in Block Ten (10), in Masonic Addition to the City of Fayetteville, Arkansas, being more particularly described as follows: Commencing at the Northwest corner of said Lot One (1); Thence N89°59'51"E along the North line of said Lot One (1) 55.00 feet; Thence S00°00'47"W 172.00 feet; Thence East 15.00 feet; Thence S00°00'47"W 51.00 feet to the true point of beginning; Thence N89°59'51"E 43.12 feet; Thence N02°16'55"E 51.04 feet; Thence N89°59'51"E 81.85 feet; Thence S00°00'47"W 63.22 feet to the center of the branch; Thence along the center of said branch, the following bearings and distances:

and distances:	N89°03'51" E	11.05 feet;
	N71°39'06" E	30.07 feet;
	N64°27'26" E	37.03 feet

to a point which is sixty(60) feet East to the West line of said Lot Four (4); Thence leaving said branch S00°00'47" W 127.46 feet to the South line of said Block Ten (10); Thence West 200.00 feet to a point which is Seventy (70) feet East of the Southwest corner of said Block Ten (10); Thence N00°00'47"E 114.06 feet to the point of beginning, containing 26,877.1 square feet (0.6170 acres), more or less.

WHEREAS, certain individuals and groups desire to create a municipal park on the above described real estate, and

WHEREAS, the City of Fayetteville has considered the question of whether or not to use the power of eminent domain to acquire the above described real estate, and

WHEREAS, the owners of the above described real estate and certain other individuals and groups oppose the creation of a park on the above described real estate and/or oppose the use of eminent domain proceedings to acquire said real estate, and

WHEREAS, the owners of said real estate intend to utilize said real estate for the construction of a single family home and to maintain the remainder of the real estate in a park like manner, under private ownership and control.

WHEREAS, the owners are desirous of making a declaration of said intentions in the form of this Bill of Assurance with the purpose of guaranteeing those intentions and to bind itself; its successors and assigns and the afore described real estate and its subsequent owners with the obligations and restrictions hereinafter set forth for all present and future development and use of said real estate.

NOW, THEREFORE, the owners declare that the above described real property shall be held, developed, transferred, sold, conveyed and occupied subject to the covenants and restrictions all running with the land as follows:

1. The real property described above shall be limited to one single family dwelling unit located on the eastern 90 feet of said lot and south of the branch, further described as:

Part of Lot 3 and 4 in Block 10 of the Masonic Addition in the City of Fayetteville, Arkansas and being more particularly described as follows: Commencing at the Southwest Corner of Block 10 thence East 189.01 feet, thence North 25.00 feet to the POB thence N 00°00'47" E 56.71 feet, thence N 89°03'51" E 22.45 feet, thence N 71° 39' 06" E 34.49 feet, thence N 64° 27' 26" E 19.86 feet, thence S 00°00'47" W 76.47 feet, thence WEST 72.99 feet to the POB; containing .11 acres, more or less,

See also site drawing attached hereto as Exhibit "A".

2. The real property remaining after the construction of said single family dwelling and any appurtenances thereto shall continue to be park like in nature. Normal maintenance and reasonable improvements in keeping with the residential character of the property are not excluded.

3. Except for 20' of the western most boundary which may be deeded to adjoining property owners through lot line adjustments, said real property may not be further diminished by subdivision, lot split, and/or lot line adjustment.

4. The covenants and restrictions stated herein may be enforced by appropriate action of adjoining property owners and/or the City of Fayetteville, Arkansas.

5. The obligation of the owners for this Bill of Assurance is conditioned upon the Council's agreement that the City of Fayetteville shall erect within 90 days and enforce "No Parking" signs on the north side of the 400 block of Sutton Street so that a view of this property, unobstructed by parked vehicles, may be enjoyed by persons passing by on Sutton Street. It is further conditioned upon the Council's approval of the lot line adjustments, as described in paragraph 3 above, within 90 days.

WITNESS our hands on the date first above written.

By: ______________________________
OWNER

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS:
COUNTY OF WASHINGTON)

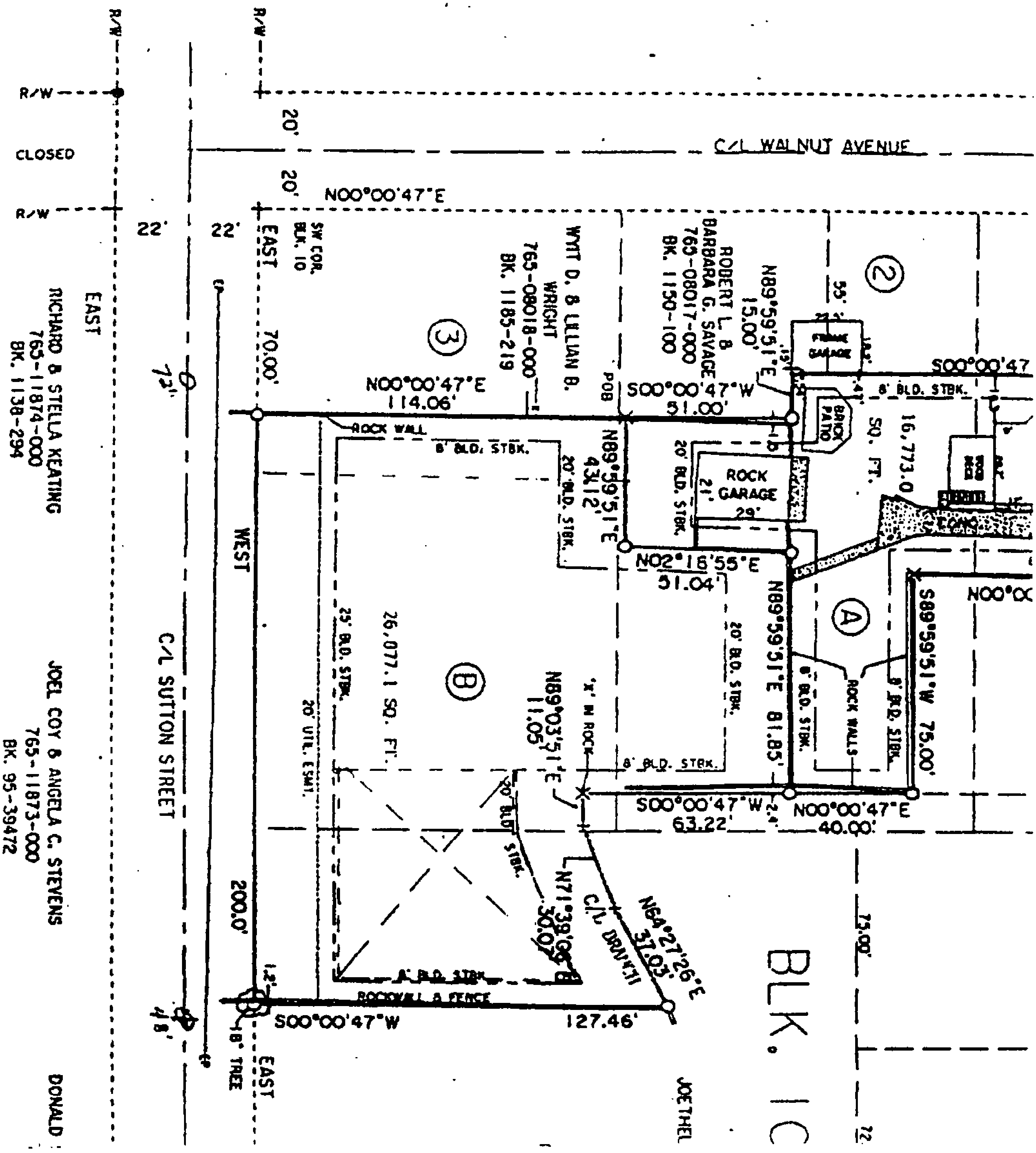
Before me, a Notary Public duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared ______________________________ well known to me to be the person whose name is subscribed to the foregoing instrument and stated to me that he/she executed the same for the consideration and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _______________, 19____.

____
Notary Public

My Commission Expires:
____

EXHIBIT "A"


R/W
CLOSED
C/L WALNUT AVENUE
20'
20'
N00°00'47"E
22'
22'
EAST
SW COR. BLK. 10
RICHARD & STELLA KEATING
765-11874-000
BK. 1138-294
WYTT D. & LILLIAN B. WRIGHT
765-08018-000
BK. 1185-219
ROBERT L. & BARBARA G. SAVAGE
765-08017-000
BK. 1150-100
N89°59'51"E
15.00'
70.00'
N00°00'47"E
114.06'
POB
S00°00'47"W
51.00'
ROCK WALL
8' BLD. STBK.
N89°59'51"E
43.12
20' BLD. STBK.
ROCK GARAGE
29'
16,773.0 SQ. FT.
BRICK PATIO
FRAME GARAGE
S00°00'47
N02°18'55"E
51.04'
WEST
C/L SUTTON STREET
26,077.1 SQ. FT.
25' BLD. STBK.
20' UTIL. ESMT.
N89°03'51"E
11.05'
"X" IN ROCK
N89°59'51"E
81.85'
ROCK WALLS
S89°59'51"W
75.00'
N00°00'
8' BLD. STBK.
S00°00'47"W
63.22'
N00°00'47"E
40.00'
N71°39'06"E
30.07'
C/L DRAW
N64°27'26"E
37.03'
200.0'
ROCKWALL & FENCE
S00°00'47"W
127.46'
18" TREE
EAST
JOEL COY & ANGELA C. STEVENS
765-11873-000
BK. 95-39472
DONALD
JOETHEL
BLK. 1C
75.00'
72'
48'

RESOLUTION

by Alderman Williams

1. Be it resolved that the city land formerly containing the water treatment and storage facility on the east side of Mt. Sequoyah that has now been graded and sodded be dedicated as a city park, "Mount Sequoyah Gardens".

2. Development of this park should be coordinated in such a way as to preserve and enhance the panoramic views of Fayetteville and its surrounding mountains that are visible from the upper level. Grass, flowers, and small native flowering trees such as redbuds, dogwoods, and fruit trees should be established in the lower areas. Larger native shade trees should be established in the upper picnic and viewing area.

3. If the $52,000.00 voted by the City Council to buy the Sutton Street park is not needed to obtain that park, these funds should be used for the immediate development of the Mount Sequoyah Gardens park.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

Memo

To: Mayor Hanna and City Council

From: Charles E. Venable *CEV*

Date: July 27, 1998

Subject: Property Located at 226 North School (Timothy Klinger)

<u>Summary of Events</u>

- City purchased a parcel of land totaling 19,530 square feet with a building totaling 4,284 square feet in April 1990 for $83,500.
- A portion of the land, 12,897 square feet, was converted into a parking lot for use by the Walton Arts Center, et al, following the purchase.
- On March 25, 1993, a public auction was held to dispose of the remaining parcel, 6,633 square feet, and the 4,284 square foot building. Five bids were received with the high bid in the amount of $21,100. This bid, from Timothy Klinger, was approved by the City Council on June 15, 1993.
- In February 1995, problems with the building were noted by the Inspections Division and Mr. Klinger was notified of a potential hazard.
- March 10, 1995, it was noted that Mr. Klinger had made a good faith effort but more corrections were needed.
- November 1995, Mr. Klinger was notified the back wall of the building was unsafe. This wall was removed in early December.
- December 2, 1996, a letter from Kevin Crosson was sent to Timothy Klinger requesting schedule and plans for the property since no work had been done on the site and the building was continuing to deteriorate.

- April 14, 1997, a follow up letter was sent to Mr. Klinger since no reply had been received from the December 2, 1996, letter.

- May 22, 1997, notification from Inspections Division that the building had become dilapidated, unsafe, and detrimental to the public welfare was forwarded to Mr. Klinger requesting the owner to obtain a building permit and either repair or demolish the structure.

- June 23, 1997, a building permit was requested from the Inspections Division for the stabilization of the structure and the removal of debris, secure from vandalism, and to reroof a portion of the structure.

- June 24, 1997, letter from Inspections Division notifying Mr. Klinger that on July 1, 1997, the City Council would consider a resolution to determine if the structure should be razed and removed.

- June 25, 1997, letter from Timothy Klinger to Jerry Rose regarding his concern on the proposed council action.

- June 26, 1997, Inspections Division met with Mr. Klinger.

- June 30, 1998, letter from Timothy Klinger to the Inspections Division stating that an architect, Cal Canfield, had been retained and that the following schedule was developed:
    1. Preparation of preliminary design - two to three months
    2. Preparation of construction documents - three to four months
    3. Total design effort completed within seven months
    4. Construction to begin in the spring 1998

- June 30, 1997, memo from the Inspection Division to the City Council giving the status of the property and recommending that Mr. Klinger be given the time to accomplish the objectives outlined in his June 30 letter.

- July 1, 1997, the raze and removal resolution was introduced to the City Council. After discussion with Mr. Klinger, the City Council voted to table the resolution until such time as there is no progress shown on the time line or to completion of promise made by Mr. Klinger.

- July 3, 1997, letter from Mr. Klinger to the Inspections Division setting out the method of alleviating the problems at the site. Mr. Klinger agreed to:
    1. Cover all openings with either plywood or fencing
    2. Seal the front of the structure with fencing to allow easy viewing of the interior
    3. Seal the south and east walls with plywood

4. Seal one opening on the south with fencing to allow viewing of the interior
5. Remove all loose blocks and bricks from the tops of all walls

- July 21, 1997, memo to Public Works and Inspections that the work was under way.

- August 12, 1997, letter to Mr. Klinger from Inspections notifying him that a portion of the north wall was unsafe.

- April 6, 1998, letter to Mr. Klinger from Inspections requesting status of proposed improvements.

- April 17, 1998, letter Mr. Klinger to Inspections stating that the architect. Cal Canfield, had been terminated and that discussions with Richard Alderman were ongoing. He also stated that a commitment for construction financing had been secured.

- July 23, 1998, memo from Inspections updating status of property stating that the building is secure although new graffiti has appeared on the inside of the north wall within with past six weeks. Also stated that no further communication had been received from Mr. Klinger since the April 17 letter.

CV:mm

cc Kevin Crosson
Bert Rakes
Jerry Rose

RESOLUTION NO. ____________

RESOLUTION OF THE CITY OF FAYETTEVILLE, ARKANSAS, CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF "PROJECT TELESTAR" TO PARTICIPATE IN THE ADVANTAGE ARKANSAS PROGRAM (ALSO KNOWN AS THE ARKANSAS ENTERPRISE ZONE PROGRAM - ACT 947 OF 1993).

WHEREAS, the local government must endorse a business to participate in the Advantage Arkansas Program and benefit from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993; and

WHEREAS, said endorsement must be made on specific form available from Arkansas Economic Development Commission; and

WHEREAS, "Project Telestar" has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, "Project Telestar" has agreed to furnish the local government all necessary information for compliance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS THAT:

Section 1. That "Project Telestar" be endorsed by the City Council of the City of Fayetteville, Arkansas for benefits from the refunds/tax credits as provided in the Arkansas Enterprise Zone Program Regulations of 1993, through June 30, 2001.

Section 2. That the Department of Finance and Administration be authorized to refund local sales and use taxes to "Project Telestar".

Section 3. That this resolution shall take effect immediately.

PASSED AND APPROVED THIS ____ DAY OF __________, 1998.

APPROVED:

BY: ______________________________
Fred Hanna, Mayor

ATTEST:

BY: ______________________________
Heather Woodruff, City Clerk

Fayetteville
CHAMBER OF COMMERCE

July 24, 1998
Our 109th Year

Honorable Fred Hanna
Mayor
CITY OF FAYETTEVILLE
113 West Mountain St.
Fayetteville, AR 72701

SUBJECT: "Project Telestar"

Dear Mayor Hanna:

The Fayetteville Chamber of Commerce is working to procure the investment of an undisclosed client ("Project Telestar") in our community, thereby creating 275 new jobs. An essential element to their final decision is the enclosed resolution authorizing "Project Telestar" to participate in the Advantage Arkansas incentive program. Also known as the Arkansas Enterprise Zone Program - Act 947 of 1993, the incentives include:

* A refund of sales and use taxes on the purchase of materials used in construction of a new facility or expansion of an existing facility; and,

* A refund of sales and use taxes on machinery and equipment to be used in connection with the business.

The Arkansas Department of Finance and Administration monitors and administers the program. Essentially, credit for the sales and use taxes are accumulated during the first year. Beginning in year two, "Project Telestar" can either call for reimbursement of the accumulated tax credits in their entirety, or spread the sum over a four-year period. Further questions can be directed to Ms. Becky Rheinhardt at AEDC (501.682.7310).

Sincerely,

J.V. Crider

James V. Crider, Director
Economic Development

ACCREDITED
CHAMBER OF COMMERCE

Arkansas Enterprise Zone Program

To stimulate economic growth, Arkansas offers enterprise zone tax incentives to qualified companies that locate within the state.

The program offers three incentives:

- a state income tax credit for each net new job* created based on the average wage of new workers multiplied by 100. In areas with unemployment of 10 percent or more, or three percent above the state's average unemployment rate for the preceding year, the above formula used is 200 times the average hourly wage, with a $2,000 cap per employee in both cases;
- a refund of sales and use taxes on the purchase of materials used in construction of a new facility or expansion of an existing facility; and
- a refund of sales and use taxes on machinery and equipment to be used in connection with the business.

* *Based on average annual employment of current tax year to previous tax year.*

To qualify for the Arkansas Enterprise Zone Program, a company must:

- fit one of the following descriptions: a manufacturer in SIC codes 20 through 39, a corporate headquarters with 50 or more permanent employees, a distribution center with 25 or more permanent employees, a trucking/distribution terminal (SIC 4231) with 100 or more permanent employees, an office sector business with 100 or more permanent employees, or a computer firm in SIC codes 7375 or 7376;
- create at least one net new job; and
- prove that new employees are Arkansas residents during the year in which the credits are earned.

To be eligible to receive the tax credits and refunds, the company must file an application and receive the endorsement of the city or county government involved. The Arkansas Industrial Development Commission must approve the company's application. If approved, the Department of Finance and Administration monitors and administers the program.

The income tax credit shall be used for the year in which the net new employee is hired. If the entire credit cannot be used in the year earned, the remainder may be carried forward for four years, or until the credit is used entirely, whichever occurs first.

If you have any questions concerning the Arkansas Enterprise Zone Program, please call the AIDC at (501) 682-7310.

Arkansas Industrial Development Commission
One State Capitol Mall / Little Rock, Arkansas USA 72201
(501) 682-1121 / FAX (501) 682-7341

City of Fayetteville, Arkansas
Benefits of New Jobs in Fayetteville
Benefits of New Investments in Fayetteville

Impact of New Jobs in Fayetteville

Number of Jobs : 275		Impact Per Job (A)		Total Impact
Aggregate Personal Income	$	N/A	$	4,000,000
Retail Sales	$	N/A	$	3,033,000
New Retail Establishments		0.09		25
Nonmanufacturing Jobs		0.64		176
Population Increase		2.67		734
Family Units Required		1.35		371
School Enrollment		0.81		223

Impact of New Investment in Fayetteville – Property Tax

Amount of Investment : $1,835,000	Mills (B)		Tax Impact
County General Fund	4.0	$	1,468
County Road Fund	1.3		477
County Library Fund	1.0		367
Fayetteville School District	44.0		16,148
Fayetteville Firemens Pension	0.5		184
Fayetteville Policemens Pension	0.5		184
Fayetteville General Fund	0.0		0
	Total	$	18,827

NOTES:

A. Based on U. S. Chamber of Commerce Averages – 1995.

B. Based on current property tax millages.

STAFF REVIEW FORM

_____ AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of ~~July 1, 1997~~ AUGUST 4, 1998

FROM:

Name	Division	Department
Mike McKimmey, Property Inspector	Inspection	Public Works

ACTION REQUIRED:

Council approval for raze and removal of structure at 226 N. School as per ordinance 3948

COST TO CITY:

$ ______ Cost of this Request	$ ______ Category/Project Budget	______ Category/Project Name
______ Account Number	$ ______ Funds Used To Date	______ Program Name
______ Project Number	$ ______ Remaining Balance	______ Fund

BUDGET REVIEW: ____ Budgeted Item ____ Budget Adjustment Attached

______ 'get Coordinator ______ Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY: ______

Accounting Manager	Date	ADA Coordinator	Date
City Attorney	6-6-97 Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approval of resolution to raze and revove

Division Head 6-5-97 Date

Cross Reference

Department Director 6-9-97 Date

New Item: Yes No

Administrative Services Director 6-9-97 Date

Prev Ord/Res #: ______

6/9/97 Date

Orig Contract Date: ______

1

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Charlie Veneble, Assistant Public Works Director

THRU: Bert Rakes, Inspection Division Director

FROM: Mike McKimmey, Property & Sign Inspector

DATE: July 23, 1998

RE: 226 N. School

This packet contains the file on the above referenced address. It is in date order, current to past. It is as complete as it can be made.

The current status of the property is as follows:

New graffiti has appeared on the inside of the north wall in the last 6 weeks.

It is still "secured" and frequently checked to ensure the integrity of the grates & doors.

No further communication has been received from Mr. Klinger since April 1998.

Please contact me if I can assist in this matter further.

Thurs
6-26-97 Notes

We agreed to recommend to staff that if these cond were met to recommend to relieve the condemnation proceedings pending positive action of the owner.

7-1- Council tabled condemnation conditioned upon progress. check calender

---

7-3 meeting w/ Mr. Klinger 10:30 AM Mayors office

Jerry Rose, Fred Hanna, Bert Rakes, Mike McKinney

Discussed - the issue at hand; see BR. Notes - included

30 days * { • Mr Klinger will secure bldg in 30 days.
will take down unsafe portions of walls. and loose debris removed.

* will Send letter detailing proposed work. to cleanup & Secure

8-12 Mr David Susan (Lionheart Const.) 587-5205 pgr called and reports dangerous wall. Eastern end of N. wall at 226 N. School. Reports man can Lean/push on wall and it Moves.

8-12 (pm) Inspected - Wall unstable wiggles back and forth under one mans strength, Informed Mr. Klinger by phone @ 3:20 pm. He advised he would inspect this afternoon. Stated he is in consultation with Mr. House concerning disposition of area between buildings. and that they are not going to disturb area for some time I Called Mr. House left message for him to call. Informed CV & BR of situation

3:39 pm Mr. House @ 841.4135 - informed of situation
Will follow up with letter to Tim Klinger this pm.

8-13 Delivered letter to CV, TC, GH, 9:00 Am

3-5-98 MM reported people inside structure @ 5:05 PM
3-6-98 called Owner. left message re secure structure. 8:25 AM

226 N. School

DATE	REMARKS
4-29	Continued: Clay tile walls showing spalling (flaking) of clay tiles (Brick) Bldg continues to invite young people - skateboarders & graffitti artists due to its open character.
	Requested City Council minutes from city clerk in preparation for viol. letter
*	Need WCCH Records & Deed.
	Timothy C & Christine Klinger Pt Lot 7 Block 5 original
	301 W. Mountain Fay. AR 72701
5-22	Photo bldg. 1 viol. Notice made. personal serve A
	90 S. College Home 515 Rebecca
	5213779 5219637
5-22	Posted prop. W. + S. 2-4 photos.
6-24	Agenda Session Scheduled Notice of council consideration of Resolution to Mr Klinger
6-23	Bldg Permit Application from Mr. Klinger Re: 226 N. School
	"Will attend agenda session" - Klinger
6-26	Meeting on site w/ Mr. Klinger and Bert Rakes & PMW 9:00 am. Mr. Klinger proposes to 1 clean up site 2 stabilize loose structural elements (ie loose Brick) will aquire partial demolition permit ASAP. for partial demolition and stabilization. This precedes architects drawings for reconstruction - to be forthcoming. proposes to cover the West end (Front (old original bldg))
	Inspection Recommendations ⇒ 1 clean up site 2 demo permit. to Stabilize & make safe. 3 architectural drawings - for proposed remodeling/rebuilding. He Agreed to provide letter outlining time frame for work. also will obtain EL. permit for temporary master EL. for power to be brought to bldg. ~~for~~ in and ~~to do future work~~. to do construction.

Cont. → 4

PAGE

4-21-98
CHARLIE,
FYI
Bert

KLINGER & MARTIN
ATTORNEYS AT LAW
P.O. BOX 1064
[redacted]
FAYETTEVILLE, ARKANSAS 72702
(501) 521-3779

TIMOTHY C. KLINGER
NANCY A. MARTIN

Mr. Bert Rakes, Inspection Division Director
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

17 April 1998

575-8235
575-8316 (FAX)

RE: Old Ozark Mountain Sports building
226 North School Street

Dear Bert:

This is in response to your note of 6 April 1998. We hired an architect, paid a hefty retainer and were assured that the design process was well underway so that construction could soon begin. That was late last year. We discovered early this year, when our design contract called for the construction documents to be completed, that work had not been completed as promised.

We terminated the relationship with that architect and have since been in discussions with Richard Alderman of Wittenberg Delony & Davidson, Inc. Commitment for construction financing has been secured from a local financial institution which has shown support and excitement for the project. The project is on, it has just suffered a scheduling set-back.

Please contact me if you have any questions or require additional information.

Sincerely,

Tim Klinger

Timothy C. Klinger

TCK:rtv

KLINGER & MARTIN

ATTORNEYS AT LAW

P.O. BOX 1064

~~301 WEST MOUNTAIN STREET~~

FAYETTEVILLE, ARKANSAS 72702

(501) 521-3779

TIMOTHY C. KLINGER
NANCY A. MARTIN

Mr. Mike McKimmey, Property Inspector
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

16 April 1998

575-8235
575-8316 (FAX)

**RE: Old Ozark Mountain Sports building
226 North School Street**

Dear Mike:

I have been out-of-town on business and I understand you have been in contact with John Gray at my office. I also understand that you have rechecked the building and the steps that John has taken comply with your wishes at this time. John checks the building every business day and will continue to do so.

Please contact me if you have any questions or require additional information.

Sincerely,

Tim Klinger

Timothy C. Klinger

TCK:rtv

φ

August 12, 1997

Timothy C. Klinger
90 S. College
Fayetteville, AR

Dear Sir:

As per our telephone conversation of Tuesday the 12th of August, this letter is to inform you of a potential life safety threat at 226 N. School. An inspection of the north wall shows it to be unstable and is very likely to collapse. The Inspection Division requests that all work adjacent to the wall proceed very cautiously. Furthermore you are requested to remove the unstable portion of the wall or submit proof of stability.

Sincerely,

Mike McKimmey, Property Inspector

cc: Greg House
Charlie Venable

Delivered To Tim Klinger

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Kevin Crossin, Public Works Director

THRU: Charlie Veneble, Assistant Publis Works Director
Bert Rakes, Inspection Division Director

FROM: Mike McKimmey, Sign & Property Inspector

DATE: 07/21/97

RE: Update for property @ 226 N. School

An inspection of the property at 226 N. School confirms that work has been initiated. Mr. Klinger retained Carver Electric to install a temporary electric service. The work has been completed and awaits SWEPCO's approval.

Please call if I can be of further assistance.

A:\CONDEMN97\7-21-97.MEM

PERMIT MASTER FILE REC # 16007 MEMORY: 35388 C 37484 NC

PERMIT: 97-02187 TYPE: DE STATUS: I PROJECT: 97- XV APPLIED :06/26/97
ISSUED :06/26/97
LOCATION: SCHOOL AVE., 226 N COMPLETE: / /

WORK CLASS: HOLD ON PERMIT (Y/N): MASTER PERMIT:

DESCRIPT.: PARTIAL DEMO & STABILIZATION OF WALLS; MAKING STRUCTURE SAFE PENDING
OF WORK : ARCHITECTURAL DRAWING FOR FUTURE PERMIT;

CONTR. ID: OWNER VALUATION:
ENGINEER :
DESIGNER : FEES DUE: 25.00
APPLICANT: TIMOTHY KLINGER FEES PAID: 25.00

INSPECT CODE: SS OCCP TYPE: CONST. TYPE: SQUARE FTG:

PROPOSED USE: DEMO/COMM
REPORT CODE: 649 NUMBER OF UNITS: Plan Review required (Y/N):

NOTES:
NOTES:

Use Standard Movement Keys or Press <Esc> to Exit

PERMIT MASTER FILE REC # 16028 MEMORY: 34059 C 37477 NC

PERMIT: 97-02208 TYPE: EL STATUS: I PROJECT: 97- XV APPLIED :06/27/97
ISSUED :06/27/97
LOCATION: SCHOOL AVE., 226 N COMPLETE: / /

WORK CLASS: REP HOLD ON PERMIT (Y/N): MASTER PERMIT:

DESCRIPT.: TEMP SERVICE FOR DEMO & REPAIR;
OF WORK :

CONTR. ID: CARVER ELECTRIC VALUATION:
ENGINEER :
DESIGNER : FEES DUE: 10.00
APPLICANT: CARVER ELECTRIC FEES PAID: 10.00

INSPECT CODE: SS OCCP TYPE: CONST. TYPE: SQUARE FTG:

PROPOSED USE:
REPORT CODE: 710 NUMBER OF UNITS: Plan Review required (Y/N):

NOTES:
NOTES:

Use Standard Movement Keys or Press <Esc> to Exit

KLINGER & MARTIN

ATTORNEYS AT LAW
P.O. BOX 1064
301 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72702
(501) 521-3779

TIMOTHY C. KLINGER
NANCY A. MARTIN

Mr. Bert Rakes, Inspection Division Director
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

3 July 1997

575-8235
575-8316 (FAX)

**RE: Old Ozark Mountain Sports building
226 North School Street**

Dear Bert:

Our meeting this morning was held in the Mayor's conference room and included Mayor Hanna along with Jerry Rose, Mike McKimmey, you and me. I appreciate that this many City staff were able assemble to discuss the North School property.

The goal was to arrive at a consensus about what I could immediately do to alleviate the conditions set out in your 22 May notice. After some discussion and interaction and observations offered by all present, we agreed that the following would be accomplished:

- all openings in the structure will be covered by either plywood or fencing
- the front of the structure will be sealed with fencing to allow police patrols to easily view the interior from School Street
- the south and east sides will be sealed with plywood
- one opening in the south side will be fenced for viewing by police patrols
- loose blocks/bricks will be removed from the tops of all walls

From a safety perspective, we want to restrict access to the property and deter vagrants, walk-throughs and skate boarders from unauthorized use. By covering the front and one side opening with fencing, we should be able to restrict use and check its success on a routine basis.

We will accomplish the bulleted items within 30 days.

7-3-97
MM
Please file in your file. BR

7-3-97
cc: Jerry Rose
Mike McKimmey
By Bert Rakes
BR

(10)

Wednesday, July 2, 1997

Council

■ Continued from A1

[illegible] same meeting it was introduced. It will be taken up again at the council's July 15 meeting.

In other action, a Fayetteville attorney who bought a building and lot from the city in 1993, gutted the structure and let it stand unimproved for four years, was called on the carpet Tuesday.

The Fayetteville City Council eventually tabled a resolution that would have ordered owner Timothy Klinger to raze the dilapidated structure at 226 N. School Ave. But aldermen reserved the right to revisit the project if Klinger fails to complete restoration of the building according to a time-line he proposed to the city inspection division.

The schedule calls for preliminary designs within three months, total design within seven months and beginning of construction by spring 1998.

Klinger bought the property from the city in June 1993 at a cost of $21,100 and partially razed the building that occupied the site. A proposal to build office and retail space at the site was submitted to the Fayetteville Planning Commission.

Klinger told council members work on the project was delayed when he was presented with a chance to purchase the old Washington County Jail south of the old county courthouse.

Since February 1995, city inspectors have been alerting Klinger of building violations at the site posing a public hazard.

In April of this year, an inspector noted continued problems.

The city sent Klinger a violation notice May 22 noting, "Building has become dilapidated, unsafe and detrimental to the public welfare." The letter advises Klinger to get a building permit and repair the structure or demolish the building and remove debris from the lot.

The notice gave Klinger 30 days in which to correct the problem or face "further lawful action."

Several council members alternately expressed anger and disappointment at Klinger's failure to make promised improvements to the building and site, adjacent to the Walton Arts Center.

Alderman Len Schaper termed his failure to act "scandalous" and said the city should ask for a bond, or some assurance from Klinger that the work he now promises to do will be completed.

City Attorney Jerry Rose said the city cannot require Klinger to post a bond, but must allow him to make the corrections to the property outlined in the May 22 notice.

Rose further said Klinger is not required to improve the property as long as it is not unsafe, unsanitary or detrimental to the public welfare.

Alderman Kit Williams, who was on the council when Klinger bought the building, said the sale was allowed in part because Klinger had promised to improve the building. He said he favored giving Klinger a second chance, but was ready to condemn the land for a parking lot if he does not follow through on the work in a timely manner.

Bert Rakes, head of the city's inspection department, said Klinger had secured a demolition permit and agreed to remove hazardous debris at the site and take down unsafe walls.

He is developing architectural plans that may retain some of the existing brick walls on the structure as decorative facade.

In other action, the council approved a one-year contract with Fulton Sanitation Services for processing and marketing the city's recyclables.

Alderman Stephen Miller said although the contract

Northwe

July 1, 1997

Kevin Crosson, Public Works Director, stated this is a transition period. We will evaluate the main options we have to convert our recycling program to.

Alderman Schaper asked Mr. Stevener at what point the picking line would be phased out.

Mr. Stevener replied they are looking at 12 to 18 months. They will eventually eliminate the blue bag system because of the cost of processing.

Alderman Schaper asked if the City has a contract with Fulton to do that for a while.

Mr. Stevener replied it is a one-year contract with three or four one-year renewals. He stated blue bag programs are being discontinued throughout the country and are being replaced by curb-sort programs.

Crosson stated the City has one of the most successful participation rates in the country because of that blue bag system and it is currently as inexpensive as possible.

Alderman Zurcher believed the more we have to look at our trash the more we will reduce our waste stream. The blue bag program has taught people to make one separation. They are now ready to move on. The price quoted to go to that now was $12 per household. A goal to work toward is paying for trash like other utilities: the more you produce, the more you pay for.

Mayor Hanna asked for comments from the audience. There were none.

Alderman Trumbo stated it looked like there was a 12-month window to come up with a way to fund the continuation of this program.

Alderman Williams moved the resolution. Alderman Zurcher seconded. Upon roll call, the resolution passed on a vote of 8 to 0.

RESOLUTION 64-97 AS RECORDED IN THE CITY CLERK'S OFFICE.

RAZE AND REMOVAL

Mayor Hanna introduced a resolution approving the raze and removal of the structure at 226 N. School Avenue.

Bert Rakes, Inspections Superintendent, stated Mike McKimmey, City Property Inspector, and he had met with Mr. Klinger on the site in an effort to determine what he had in mind and what stand

12

the City needed to take to enforce building codes. He stated Mr. Klinger has taken out a demolition permit to clean up and remove some of the hazards and to stabilize the standing walls and has hired an architect to develop plans for a new structure that will be self-supporting and tie in the existing walls. Rakes stated he'd asked for a letter giving the time line to be turned over to the Council and would ask the Council's consideration in postponing the condemnation proceedings and waiting for progress on the making it safe, cleanup and reconstruction.

Alderman Miller asked if Rakes felt Mr. Klinger has met the requirements.

Rakes replied so far Mr. Klinger has done no more than get a permit and give a time frame and proposal.

Alderman Schaper asked Mr. Klinger how long ago he'd bought this property from the City.

Mr. Klinger replied it was in late 1993.

Alderman Schaper asked Mr. Klinger why he bought this property.

Mr. Klinger replied he'd thought it was a good opportunity for investment and could be beneficial to the city and something to be proud of. He stated a lot has happened since he purchased the property. Once it was purchased, he did enter into a contract with an architect and did do preliminary designs. Fire hazards were removed. What got in the way of progress was an opportunity to buy the old Washington County jail, a significant historic structure.

Alderman Schaper stated this is across the street from the crown jewel of downtown, the Walton Arts Center, and it doesn't look very good. He asked how much was paid for this property.

Mr. Klinger replied about $21,000.

Alderman Schaper thought a quarter acre in the heart of downtown for $21,000 was a good deal. The City did not get a good deal. The City thought it was going to be developed and not be an eyesore for four years. He asked what assurances could be made that Mr. Klinger was really going to do something with this property. Alderman Schaper stated he would favor buying this back and selling it to someone who will develop it and do credit to the downtown.

Mr. Klinger stated he would give any reasonable assurances the Council would like to see.

Alderman Schaper stated Mr. Klinger should be posting a bond at this point. This has gone on much too long.

Alderman Daniel asked if the clean up was voluntary.

Mr. Klinger replied the original clean up was done as part of his effort to get the building ready for reconstruction and new construction.

Alderman Zurcher agreed this had been left rundown, unsafe, and an eyesore for some time. However, he had a real appreciation for the shell that is still there. It is an old building with steel girders above the windows and is three-bricks thick in some places. The Juvenile Concerns Committee would love that site in partnership for the Dickson Street kids to hang out in.

Alderman Pettus asked if the Council can require Mr. Klinger to post a bond.

City Attorney Rose responded there is no provision in our ordinances to require such a thing. The City has given Mr. Klinger a very specific notice which has described his building as being dilapidated, unsafe, and detrimental to public welfare. The City has told Mr. Klinger that violations may be corrected in a specific form. Mr. Klinger has been given notice that he is to get a building permit and repair the structure or demolish the building and remove all the debris. The City is under a legal obligation to allow him to do that. If at any time the building inspector believes that has not been done, he is to bring it before the Council to continue with proceedings. Mr. Klinger can be held to the time line in his letter in terms of that being evidence of his good faith. If at any time the building inspector believes the building is truly dilapidated, unsafe, and detrimental to public welfare, he has an obligation to bring this back to the Council for further action. The Council is not requiring Mr. Klinger to develop this land. He may leave it in any shape he wishes so long as that shape is not unsafe, unsanitary, dilapidated, or detrimental to the public welfare.

Alderman Schaper stated Mr. Klinger, in buying this land from the City, did make some representations about what he was going to do with it.

Alderman Williams stated he was on the Council at that time and there were two reasons the Council sold Mr. Klinger that property. First, there were five bidders, so there was bidding. Second, they relied on what he told them he was going to do with that building, preserve the building and make it something to be proud of. Now, more than four years later, it is an ugly, dilapidated place. He stated he was willing to give Mr. Klinger a second chance, but he was not interested in razing and removing it. If Mr. Klinger does not follow through very quickly to put up a structure the community can be proud of, Alderman Williams would be in favor of condemning this land and, if nothing else, turning it into a parking lot.

Alderman Daniel asked if the City has not had to intercede some since Mr. Klinger bought the property.

Rakes reviewed action taken since February, 1995.

Alderman Young asked what action needed to be taken by the Council.

Rose replied the recommendation from the building inspector was to table this.

Alderman Young moved to table this until such time as there is shown no progress on the time line or to completion of promises made by Tim Klinger. Alderman Zurcher seconded. Upon roll call, the motion passed on a vote of 8 to 0.

BUILDING CODES

Mayor Hanna introduced an ordinance for the City to adopt State adopted Building, Fire Prevention, Electrical, Mechanical, and Plumbing Codes with amendments.

City Attorney Rose read the ordinance for the first time.

Rose informed the Council that Inspections Superintendent Bert Rakes, the inspection staff, and Assistant City Attorney LaGayle McCarty have worked for years on this. It is a tremendous accomplishment.

Alderman Zurcher asked if all the permits issued up until now are illegal or is this just a rewording.

Rose explained this is an adoption of new codes promulgated by the Arkansas legislature. It is an update of our present codes. It in no way makes our present permitting system illegal. In addition, this has been personalized to Fayetteville. It is not a rubber stamp State code.

Alderman Pettus asked if the Council can amend the State code.

Rose replied the Council may do that. State codes are not State laws. They are State codes that may be adopted and are allowed to be personalized or made unique to our community.

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

file Copy

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Kevin Crossin, Public Works Director
Bert Rakes, Inspection Division Director

FROM: Mike McKimmey, Sign & Property Inspector

DATE: 06/30/97

RE: Update for property @ 226 N. School

On Thursday June 26, 1997 at 9:00 AM, Mr. Klinger meet with city inspectors at 226 N.School to outline the remeadiation of the structure. The results of that meeting are: 1) Mr. Klinger will clean up the site. 2) He will aquire a partial demolition permit to remove unsafe portions of the structure and to stabilize the remaining portions. 3) He agreed to provide architectural certified drawings for proposed remodeling / rehabilitation of the structure. 4) He will provide a letter detailing the timeline of the work. 5) Mr. Klinger's master electrican will obtain an electrical permit for temporary electrical service in order to facilitate the securing and stabilization work.

At 10:00 AM Mr. Klinger applied for and was issued a Partial Demolition Permit.

On Friday Mr. Cal Canfield called the inspection office to advise that he is working with Mr. Klinger on the project.

Monday June, 30, 1997 Mr. Klinger submitted a letter outlining the proposed work on the site.

It is the recomendation of the inspection department that Mr. Klinger be allowed the time to accomplish his stated objectives provided that the structure is made safe and secure.

KLINGER & MARTIN
ATTORNEYS AT LAW
P.O. BOX 1064
~~301 WEST MOUNTAIN STREET~~
FAYETTEVILLE, ARKANSAS 72702
(501) 521-3779

TIMOTHY C. KLINGER
NANCY A. MARTIN

Mr. Bert Rakes, Inspection Division Director
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

30 June 1997

575-8235
575-8316 (FAX)

RE: Old Ozark Mountain Sports building
226 North School Street

Dear Bert:

I appreciate you and Mike McKimmey meeting with me at the School Street property on Thursday morning. We will begin securing the property as soon as the electric service is reestablished.

My understanding is that with a design schedule that can be met, all in support of a future building permit to be issued by your department for actual renovation and construction, you will recommend to the staff who will in turn recommend to the Board, that the pending resolution should be withdrawn or tabled.

I also understand that our architect Cal Canfield, discussed these issues with you on Friday afternoon and that you encouraged Cal to develop a schedule that was feasible and that could be met. Cal has provided me with the following design schedule:

- preparation of preliminary design - 2 - 3 months
- preparation of construction documents - 3 -4 months
- total design effort completed within 7 months
- construction to begin in the Spring of 1998

I also toured the property with a representative of my bank who has stated that funding is available to complete the renovation and construction for a structure that is substantially similar to that originally presented to the City in 1994.

17

Mr. Bert Rakes, Inspection Division Director
City of Fayetteville

30 June 1997
page 2

Please contact me if you have any questions or require additional information.

Sincerely,
Tim Klinger
Timothy C. Klinger

TCK:rtv
attached as stated

cc w/attachments
Kenneth Hixson, Attorney at Law
361-5480
361-5335 (FAX)

Cal Canfield, Architect
442-0843

MH
FIVE

6-27-97

Cal Canfield working w/ Klinger on 224 N School. Schedule to BR by 10:30A MONDAY for Staff agenda session!

Cal told me ~~and~~ that he told Klinger they would have to go thru footing investigation, complete MEP & ~~[illegible]~~ seismic dwgs w/ stamps.

Schedule looks like 3 or 4 mo design, bids and ~~so~~ work begin last pt of 96 or 1st of 97.

City of Fayetteville wants building leveled

By RUSTY GARRETT
Staff Writer

A Fayetteville attorney who bought a building and lot from the city in 1993 is being asked to raze the structure.

A resolution approving the demolition and removal of a dilapidated building at 226 N. School Ave., just south of Dickson Street, was placed on the agenda for the Fayetteville City Council's July 1 meeting Tuesday.

Tim Klinger bought the property from the city in June 1993 and partially razed the building that occupied the site. A proposal to build office and retail space at the site was submitted to the Fayetteville Planning Commission.

As early as February 1995, city inspectors have been alerting Klinger of building violations at the site posing a public hazard.

A city inspection log shows Klinger cooperated with the city on several occasions when contacted about problems. In March 1995 he constructed a barricade at the site. In December 1995 he had an unsafe wall removed.

In April of this year, an inspector noted, "building continues to invite young people — skateboarders and graffiti artists — due to its open character."

The city sent Klinger a violation notice May 22 noting, "Building has become dilapidated, unsafe and detrimental to the pubic welfare." The letter advises Klinger to get a building permit and repair the structure or demolish the building and remove debris from the lot.

The notice gave Klinger 30 days in which to correct the problem or face "further lawful action."

Klinger, who attended Tuesday's agenda review session, said he came to city hall for a building permit, intending to secure the building site and have the matter removed from the agenda. He said Bert Rakes, director of the city inspection division, told him the matter had already been referred to the council.

"I can't do anything without a permit and I can't get a permit," Klinger said.

Kevin Crosson, public works director, told aldermen the city would issue a permit if it was the "consensus opinion" of the council to do so. Vice Mayor Kit Williams said the council could take no action.

In other action, aldermen declined to add to their agenda reconsideration of the city's purchase of part of the White River Rural Water System. The council, in cooperation with Springdale, bought the water system last December and agreed to provide service to customers in the southern part of the system area.

Butch Coger, a Fayetteville resident who is being asked to provide an easement for a 12-inch water line that is part of the system, asked the city to scrutinize the project.

City Attorney Jerry Rose said the city had a contractual obligation to serve the customers of the system.

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Permit #

BUILDING PERMIT APPLICATION
City of Fayetteville Inspection Division
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 575-8233

Review Routing & Approval

Division	Req'd (Y/N)	/S/ = OK	Date
Planning			
Engineering			
Landscape			
SW/Trails			
Fire			
Inspections			

Date: 6-23-97
SITE ADDRESS: 226 N SCHOOL
Lot: ____ Block: ____ Subdivision: ____
Sec-Twn-Rng: ____ Plat: ____ Plan Check: __Y __N

Owner: TIMOTHY KLINGER Mailing Address: PO BOX 1064 Zip: FAYETTEVILLE AR Phone: 442-3779
Architect/Engineer: Mailing Address: Zip: Phone:
Contractor: Mailing Address: Phone:
Review Contact Expires:

Work: __NE
__FO
Residential:

OTHER:

Valuation o

Structural: $
Electrical: $
Plumbing: $
Mechanical: $
$
Total: $

00 +/-? sq. ft
sq. ft
NA sq. ft
sq. ft
N
sonry Other

6-24-97
MIKE, ARRANGE A MEETING FOR YOU & TIM & I AT 226 N. SCHOOL FOR THURSDAY. I TOLD TIM TO COME IN TODAY (WED) ~~FOR~~ PERMIT, FORGETTING I WAS TO BE IN SCHOOL. I CAN MEET ANYTIME THUR EXCEPT 10:30 TO 12 NOON.
9:00 AM on site
THANKS
Bit

Building will compl
Is a retaining wall to be constructed? (Yes/No): ____
Are you responsible for other buildings in this subdivision? (Yes/No): ____
Flood Plain? (Yes/No): ____ ;Base Flood Elevation: ____ ;Lowest Finished Floor: ____ ;

Engineering Approval: ____
Engineering Approval: ____
Planning Approval: ____

DESCRIPTION OF WORK: TO STABILIZE STRUCTURE, REMOVE DEBRIS, DEMOLISH UNSAFE ELEMENTS, SECURE FROM VANDALISM, REROOF PART OF BUILDING

Use of Building: COMMERCIAL
Previous Use: COMMERCIAL

- EXISTING COMMERCIAL BUILDING -

NOTICE

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, GAS, MECHANICAL, AND SIGNS. THIS PERMIT BECOMES NULL AND VOID IF WORK/CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF WORK/CONSTRUCTION IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME WORK IS COMMENCED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Const. Type: ____ Group: ____
Max. Occ. Load: ____ ...one: ____
Protection (hrs): ____ ...d __Y __N

Office Us...
Specia...
Date

6-23-97 KC - Leave on agenda! Council can decide. BR

Klinger says he will go to agenda session on Tue 6-24-97

Permit not denied. Klinger agreed to go to council and then receive permitting. BR

signature of contractor or authorized agent (date)

Timothy C Klinger 6-23-97
signature of owner (date)

Note: Inspection of permitted work may reveal code violations no...

PERAPP1.WI

21

KLINGER & MARTIN
ATTORNEYS AT LAW
P.O. BOX 1064
~~301 WEST MOUNTAIN STREET~~
FAYETTEVILLE, ARKANSAS 72702
(501) 521-3779

TIMOTHY C. KLINGER
NANCY A. MARTIN

Mr. Jerry Rose, City Attorney
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

25 June 1997

575-8313
575-8315 (FAX)

RE: Old Ozark Mountain Sports building
226 North School Street

Dear Jerry:

I was surprised to learn on Sunday, June 22 that the issue of razing and demolishing the property at 226 North School had already been placed on the Board's agenda setting meeting set for June 24. My surprise was because I had at least until June 23 to act on the notice issued by your Code Violation Officer.

The Notice (attached for your review) was issued on 22 May and states that the violations complained of may be corrected in the following manner:

Please get building permit and repair structure or demolish the building and remove all debris from the lot.

The Notice further states that I have "30 days from receipt" (of the Notice) to correct the violation(s) or "the City will proceed with further lawful action." It is clear that someone at City Hall has jumped the gun in setting this item on the Board's agenda. Day 30 [computing at a minimum from 23 May as required by ARCP 6(d)] fell on 23 June [computing as required by ARCP 6(a)].

As you know, I sought a building permit on the morning of 23 June and was denied the same because the issue had already been set on the agenda. Unless you don't follow ARCP guidelines (which I'm sure you do), it is clear that the City had no authority to place the issue on the agenda before the time had run. I ask you at this time to remove it from the next agenda. There is no need for this to mushroom into an unnecessary public display.

I am meeting with Bert Rakes and Mike McKimmey (from the City Inspection Department) at the property tomorrow morning at 9:00 AM. At that time we will discuss the specifics of the building permit and then, presumably, go back to City Hall where a permit will be issued.

Mr. Jerry Rose, City Attorney
City of Fayetteville

25 June 1997
page 2

I would appreciate your thoughts on this before I move further. I don't want to seek relief from the courts, but will proceed in that direction on Monday afternoon if the matter is not removed from the agenda . Please contact me if you have any questions or require additional information.

Sincerely,

Tim Klinger

Timothy C. Klinger

TCK:rtv
attached as stated

cc w/attachments
Kenneth Hixson, Attorney at Law
361-5480
361-5335 (FAX)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

June 24, 1997

Timothy C. Klinger
90 S. College
Fayetteville, AR

Dear Sir:

On Tuesday, the first day of July, the Fayetteville City Council will consider a resolution to determine if the structure at 226 N. School Ave. is dilapidated, unsafe, unsanitary or detrimental to the public welfare.

In the event that the resolution passes, the City Council may order the structures razed and removed.

The Council meeting will be held July 1, 1997 at 6:30 pm in Room 219 of the Fayetteville City Administration Building, 113 W. Mountain St.

Sincerely,

Mike McKimmey

Mike McKimmey, Property Inspector

113 WEST MOUNTAIN 72701 501-521-7700
FAX 501-575-8257

(A)

CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain, Fayetteville, Arkansas 72701 Ph: 521-7700

copy

CODE ENFORCEMENT OFFICERS
VIOLATION NOTICE

RE: OFFICIAL CITY NOTICE OF A CITY ORDINANCE

TO: Klinger, Timothy C & Christine L
LAST (please print) FIRST MIDDLE INITIAL

NAME OF BUSINESS

The undersigned, being an employee of the City Building Inspection Department of the City of Fayetteville, Washington County, Arkansas, upon his oath deposes and says that he made an investigation;

on Thursday the 22 day of May, 19 97 at 9:50 a.m./pm

at 226 N. School (Pt Lot 7 Block 5 parcel # 765-01710-000)

and found conditions, as set out below that exist which are contrary to current city regulations such as:

VIOLATIONS

X Fayetteville Code of Ordinance # 3948
___ As Amended by City Ordinance No. ______

SECTIONS	GENERAL
151.20	Building Code
152.35	Electrical Code
157.01	Plumbing & Gas
158.65	Sign Code
160.115	Zoning Code
95.01	Health & Sanitation
155.01	Housing
98.07	R-O-W
98.04	Sidewalks
95.04	Public Nuisance

DESCRIPTION OF VIOLATION

Building has become dilapidated, unsafe, and Detrimentat to the public welfare.

THE ABOVE VIOLATIONS MAY BE CORRECTED IN THE FOLLOWING MANNER:

Please get building permit and repair structure or demolish the building and remove all debris from the Lot

YOU ARE HEREBY NOTIFIED, AS PROVIDED FOR IN S Above OF THE FAYETTEVILLE CODE OF ORDINANCES THAT THE ABOVE DESCRIBED VIOLATION(S) EXIST(S) AND MUST BE CORRECTED. SHOULD SAID VIOLATION CONTINUE TO EXIST ON OR AFTER 30 days from Receipt. [redacted] THE CITY WILL PROCEED WITH FURTHER LAWFUL ACTION.

VERIFICATION OF TIMELY CORRECTION MAY BE MADE BY PRESENTING THIS NOTICE TO THE INSPECTION DEPARTMENT ROOM 112, 113 WEST MOUNTAIN, FAYETTEVILLE, ARKANSAS OR BY CALLING (501) 575-8233.

Mike McKenney Property & Sign Inspector DATE 5-22-97

SIGNATURE AND IDENTIFICATION OF PERSON SERVING VIOLATION NOTICE

FAYETTEVILLE

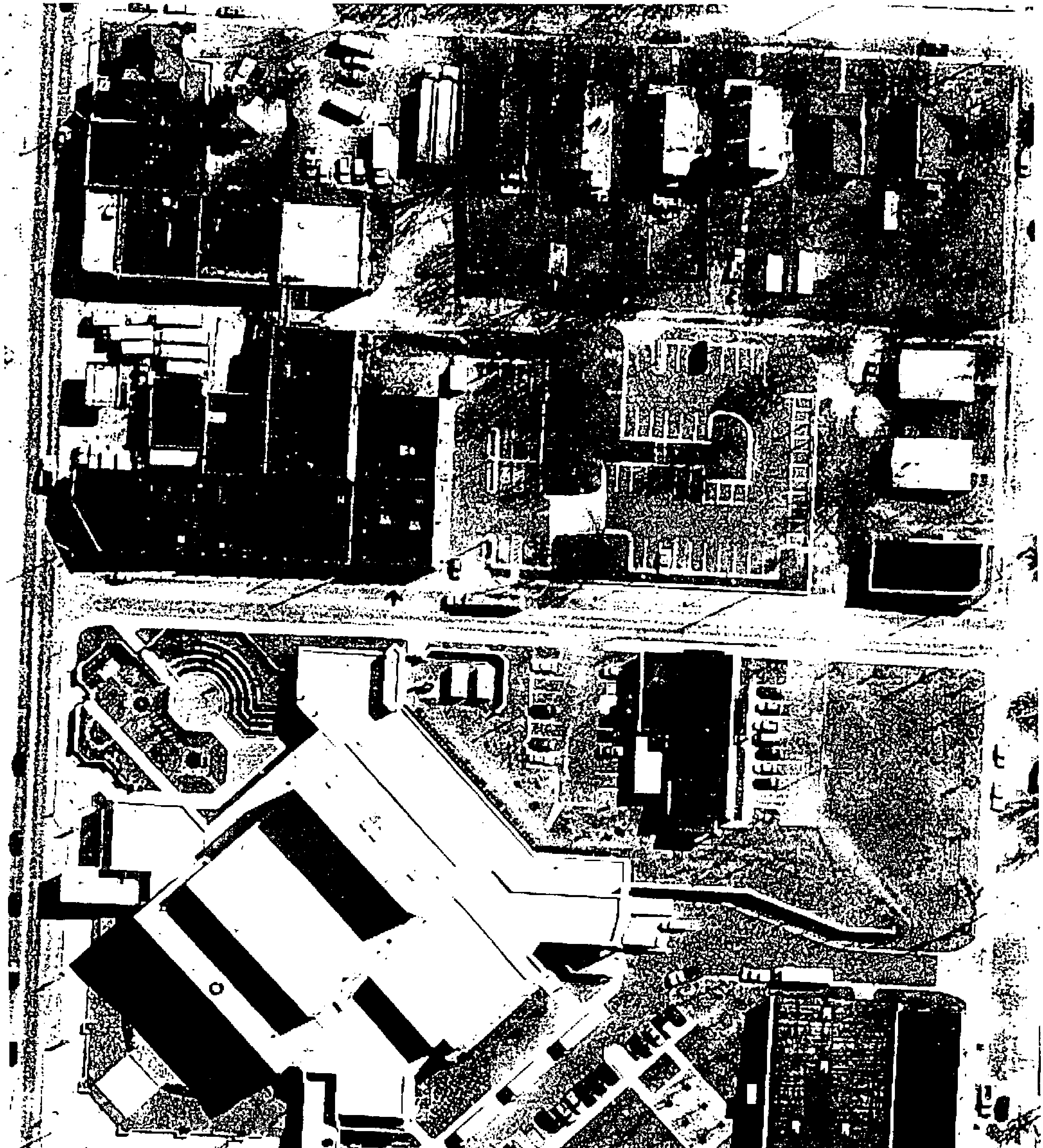
THE CITY OF FAYETTEVILLE, ARKANSAS

Please sign and date to acknowledge receipt of notice by personal service. A

X Jeremy Snell Date 5/22/97

Jeremy Snell

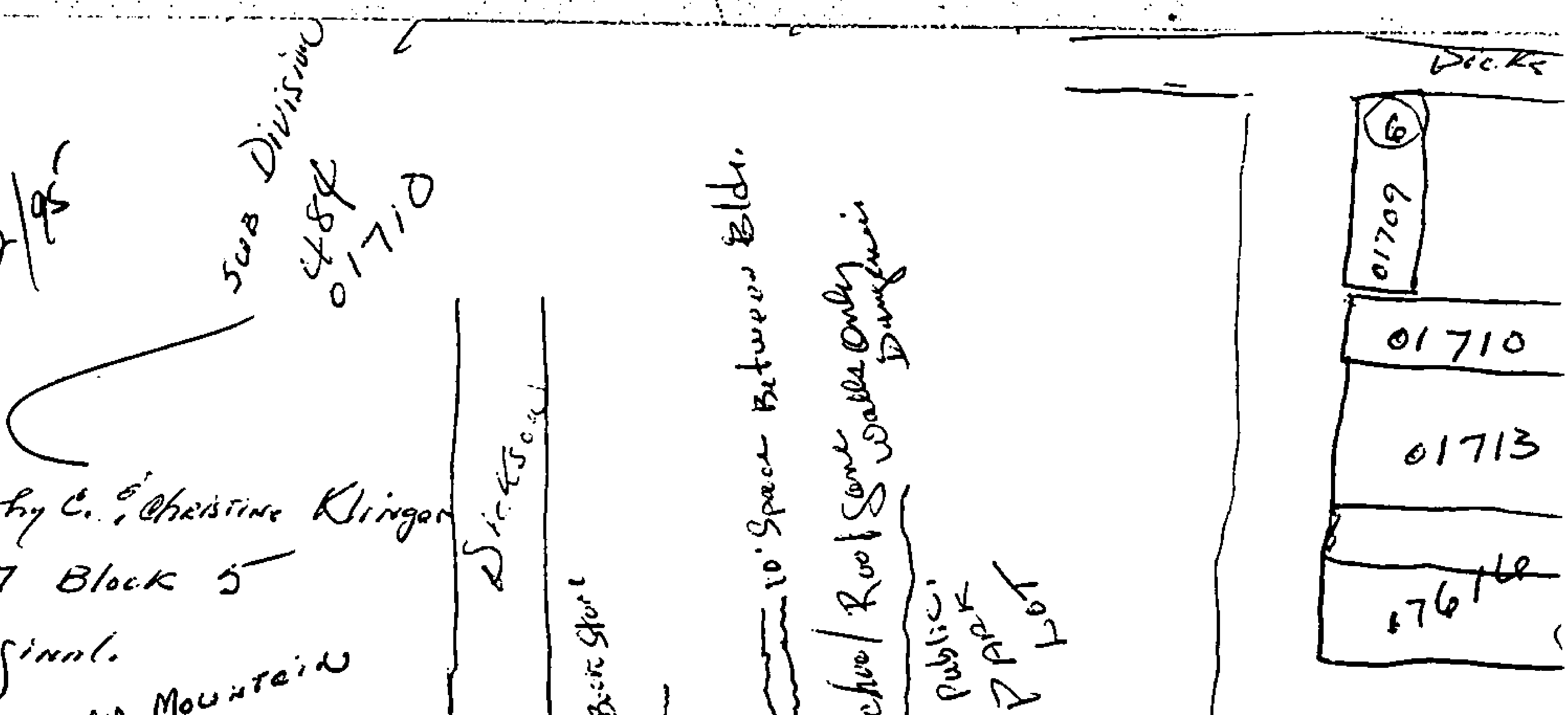
113 WEST MOUNTAIN 72701 501-521-7700
FAX 501-575-8257



Feb/March 1994

No Roof, No Doors or
Windows Only parts of walls
Standing - Potential Danger
To Public

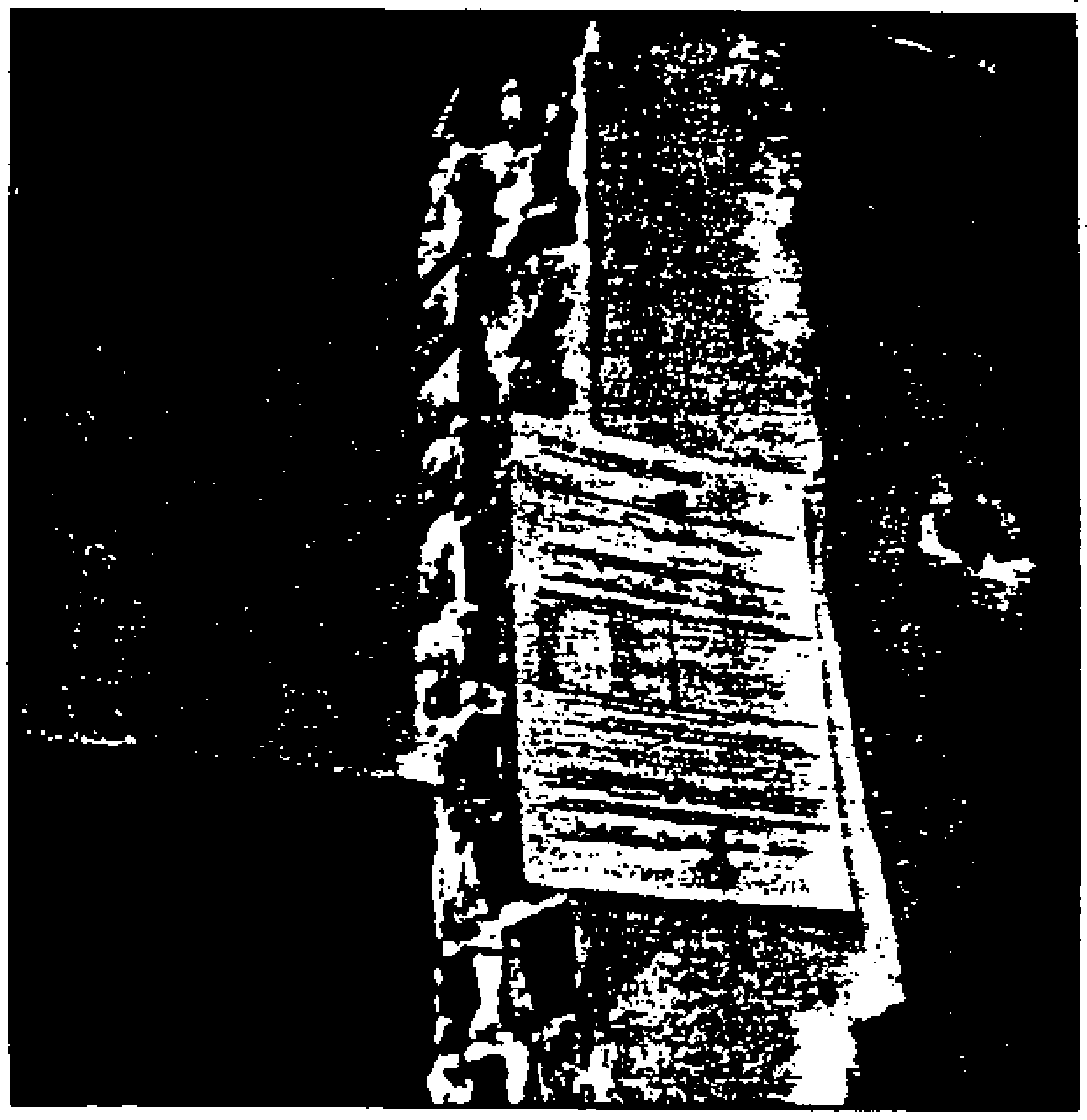
2/22/95



Timothy C. & Christine Klinger
pt Lot 7 Block 5
Original.
301 W. Mountain
Fay 72701
521-3779

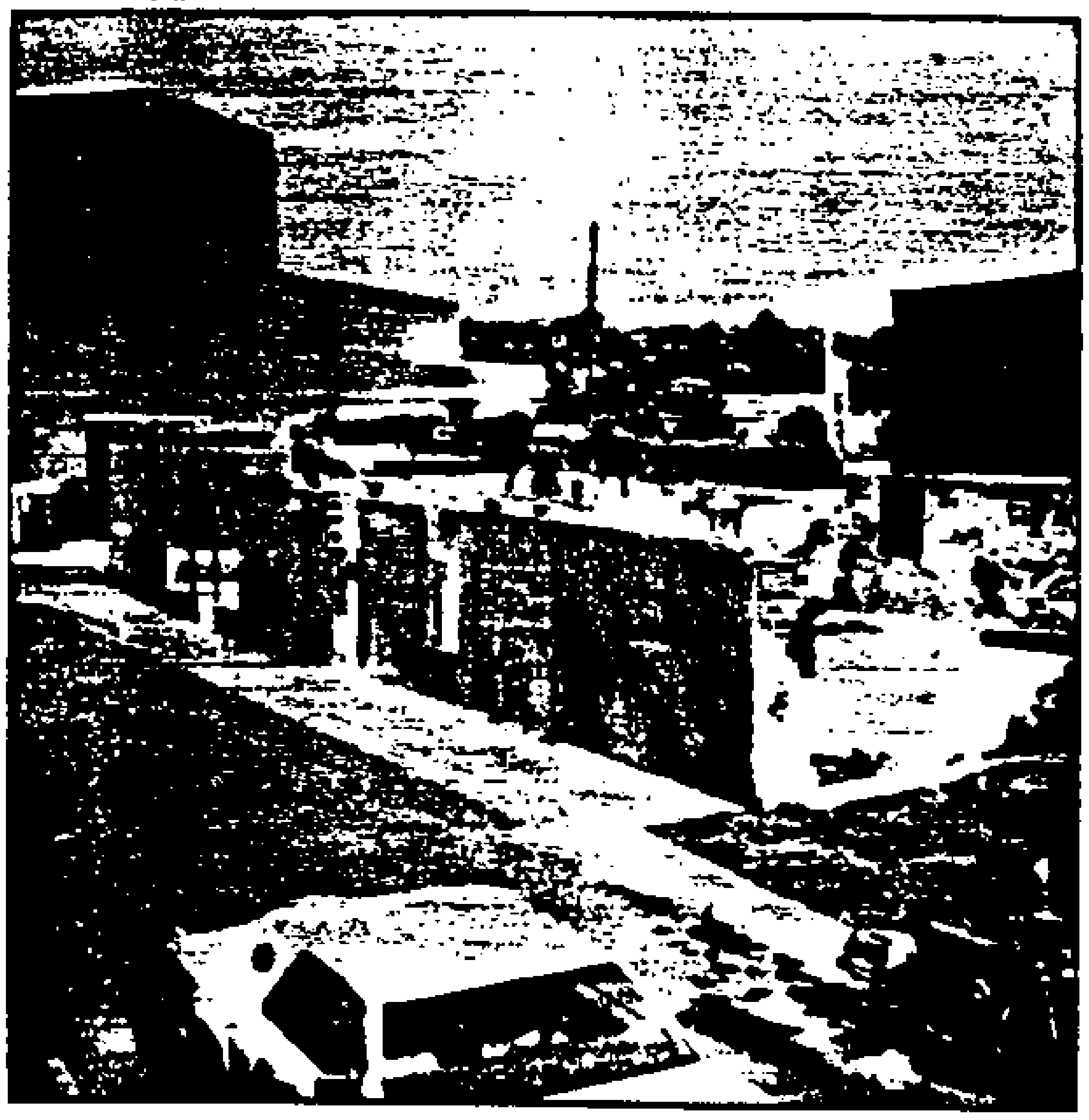
Officer
W.T. "Casey" Brown
Prevention Officer
X-580

Ozark Mountain Sports.
226 No. School Ave.

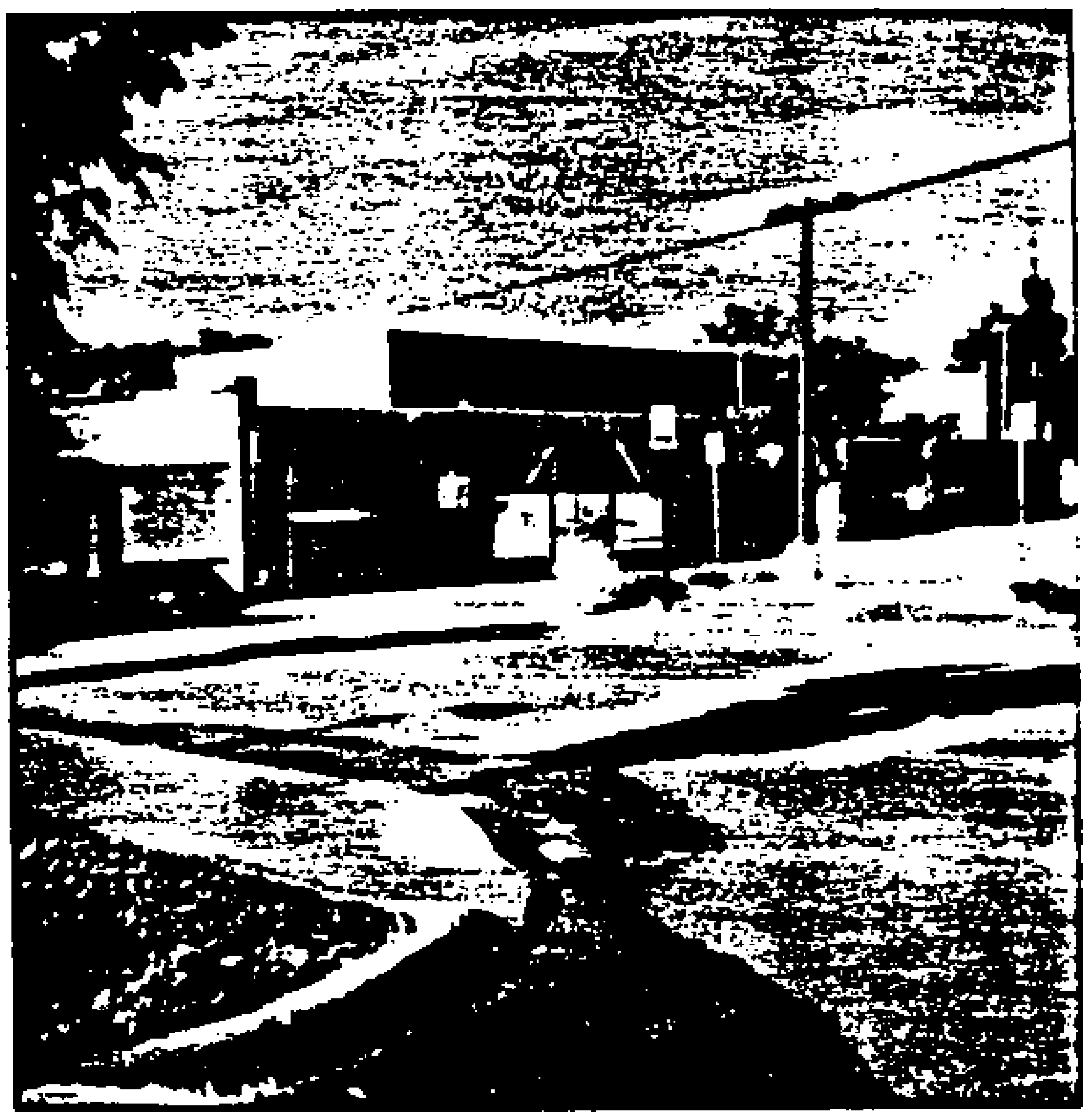


226 N. School 5-22-97
mm
④ Posted (South)

226 N. School 5-1-97 6:08 pm
mm
⑥



5-22-97 9:50AM
226 N. School
mm ④



226 N. School 5-1-97 6:04pm
mm
①

B

FILED FOR RECORD
'93 OCT 19 PM 4 02
WASHINGTON CO AR
A. KOLLMEYER

WARRANTY DEED
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, a municipal corporation, a corporation organized under and by virtue of the laws of the State of Arkansas, hereinafter called Grantor, by its Mayor and City Clerk, duly authorized by proper resolution of its City Council, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by Timothy C. Klinger and Christine Klinger, husband and wife, hereinafter called Grantees, do hereby grant, bargain and sell unto the said Grantees and Grantee's heirs and assigns, the following described land situate in Washington County, State of Arkansas, to-wit:

A part of Lot Seven (7) in Block Five (5), Original Plat of the City of Fayetteville, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of the South 46.00 feet of said Lot Seven (7); thence North 00 degrees 22 minutes 07 seconds West 1.50 feet along the West line of said Lot Seven (7) to a point in line with the North wall of an existing brick building at 226 N. School Ave; thence North 89 degrees 57 minutes 50 seconds East 104.86 feet along the North wall of said building to the Northeast corner of said building; thence North 89 degrees 12 minutes 51 seconds East 38.64 feet; thence South 01 degree 56 minutes 31 seconds East 46.91 feet; thence South 89 degrees 53 minutes 10 seconds West along an existing curb 136.95 feet ;thence North 88 degrees 23 minutes 01 seconds West 3.87 feet; thence North 58 degrees 27 minutes 08 seconds West 4.64 feet to the West line of said Lot Seven (7); thence North 00 degrees 22 minutes 07 seconds West 42.53 feet to the point of beginning.

TO HAVE AND TO HOLD the lands and appurtenances thereunto belonging unto the said Grantees and Grantees' heirs and assigns, forever. And said corporation hereby covenants with the said Grantees that it is lawfully seized of said land and premises, that the same is unencumbered, and that it will forever warrant and defend the title to the said lands against all legal claims whatever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its Mayor and its seal affixed by its City Clerk, this 14 day of October, 1993.

CITY OF FAYETTEVILLE

BY: Fred Hanna
Mayor

BY: Sherry L. Thomas
City Clerk

93 60983

27

QUITCLAIM DEED

SINGLE PERSON

FILED FOR RECORD
'89 JAN 19 PM 12 49
WASHINGTON CO AR
A. KOLLMEYER

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Don Choffel
a single person, hereinafter called Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to me in hand paid by First Federal Savings of Arkansas, F.A.
hereinafter called Grantee, do hereby grant, sell and quitclaim unto said Grantee and Grantee's heirs and assigns forever, the following described land, situate in

Washington County, State of Arkansas, to-wit:

A part of Lot Seven (7), Block Five (5) Original Plat of the City of Fayetteville, Arkansas, being more particularly described as follows: Beginning at the Northwest Corner of the South Forty-six (46) feet of said Lot Seven (7); thence N00°22'07"W 1.50 feet along the West line of said Lot Seven (7) to a point in line with the North wall of the existing brick building at 126 N. School Ave; thence N89°57'50"E 104.86 feet along the North wall of said building to the Northeast Corner of said building; thence N89°12'51"E 38.64 feet along an existing chain link fence to the fence corner; thence S01°56'31"E 1.87 feet along said fence to the North line of the South Forty-six (46) feet of said Lot Seven (7); thence S89°54'40"W 143.54 feet to the point of beginning. The purpose of this survey and description is to determine the relationship between the deed line (North Forty-six (46) feet of Lot Seven (7), Block Five (5), Original Plat of the City of Fayetteville) and the possession lines (North wall of existing brick building and existing fence lines).

Fayetteville Real Estate, 2127 N. Gregg, Fay

To have and to hold the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever.

WITNESS my hand and seal on this 31 day of October, 1988

THIS INSTRUMENT PREPARED BY:
Burke & Eldridge, P.A.
P.O. Box 580
Fayetteville, Arkansas 72702

x Don Choffel (Seal)
Don Choffel
(Seal)
(Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS
County of Washington } ss.

On this the 31 day of Oct, 1988, before me, a notary public, personally appeared Don Choffel known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires Jan 5, 1998

Margaret Freeman
Notary Public

NOTARY PUBLIC

Book 1304 Page 411

28

V

QUITCLAIM DEED
HUSBAND AND WIFE

FILED FOR RECORD
'89 JAN 19 PM 12 49
WASHINGTON CO AR
A. KOLLMEYER

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, William Curtis Shipley and Ellen Compton Shipley, husband and wife, and Benjamin Harrison Shipley and Janice Hawkins Shipley, husband and wife, hereinafter called Grantors, for and in consideration of the sum of One Dollar ($1.00)and other good and valuable consideration to us in hand paid by First Federal Savings of Arkansas, F.A.-- hereinafter called Grantee, do hereby grant, sell and quitclaim unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in Washington County, State of Arkansas, to-wit:

The South Forty-six (46) feet of Lot Seven (7), all of Lot Ten (10) and the North 30 feet of Lot Eleven (11), all in Block Five (5) of the Original Plat to the City of Fayetteville, Arkansas.

TOGETHER WITH

A part of Lot Seven (7), Block Five (5), Original Plat of the City of Fayetteville, Arkansas, being more particularly described as follows: Beginning at the Northwest Corner of the South Forty-six (46) feet of said Lot Seven (7); thence N00°22'07"W 1.50 feet along the West line of said Lot Seven (7) to a point in line with the North wall of the existing brick building at 226 N. School Ave; thence N89°57'50"E 104.86 feet along the North wall of said building to the Northeast Corner of said building; thence N89°12'51"E 38.64 feet along an existing chain link fence to the fence corner; thence S01°56'31"E 1.87 feet along said fence to the North line of the South Forty-six (46) feet of said Lot Seven (7); thence S89°54'40"W 143.54 feet to the point of beginning. The purpose of this survey and description is to determine the relationship between the deed line (North Forty-six (46) feet of Lot Seven (7) Block Five (5), Original Plat of the City of Fayetteville) and the possession lines (North wall of existing brick building and existing fence lines).

LESS AND EXCEPT

A part of Lot Seven (7) and a part of Lot Ten (10), all in Block Five (5), Original Plat of the City of Fayetteville, Arkansas, being more particularly described as follows: Beginning at the Northeast Corner of the South Forty-six (46) feet of said Lot Seven (7); thence S89°54'40"W 9.50 feet along the North line of the South Forty-six (46) feet of said Lot Seven (7) to an existing chain link fence; thence S01°56'31"E 46.03 feet along said fence; thence leaving said fence S38°28'39"E 12.76 feet to a point on the East line of Lot Ten (10), said point being ten (10) feet South of the Northeast Corner of said Lot Ten (10); thence North 56.00 feet to the point of beginning.

To have and to hold the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever.

WITNESS our hands and seals on this 30th day of October, 1988.

THIS INSTRUMENT PREPARED BY:
Burke & Eldridge, P.A.
P.O. Box 580
Fayetteville, Arkansas 72702

Benjamin Harrison Shipley (Seal) Janice Hawkins Shipley
William Curtis Shipley (Seal) Ellen C. Shipley

ACKNOWLEDGEMENT

PAT BOUDREY NOTARY PUBLIC

STATE OF ARKANSAS)
) ss.
County of Washington)

On this the 30th day of October, 1988, before me, a notary public, personally appeared William Curtis Shipley and Ellen Compton Shipley, husband and wife, and Benjamin Harrison Shipley, Jr. and Janice Hawkins Shipley, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

Pat Boudrey
Notary Public

1304 PAGE 412

My Commission Expires
MY COMMISSION EXPIRES 10-15-95

29

SIDE	BEARING	DISTANCE	TO CORNER
P.O.B.			
1	NORTH	50.00 FT	2
2	EAST	150.00 FT	3
3	SOUTH	50.00 FT	4
4	WEST	150.00 FT	5

CLOSURE
EXACT !

0.172 ACRES 7500 SQ FT
PERIMETER 400 Ft.

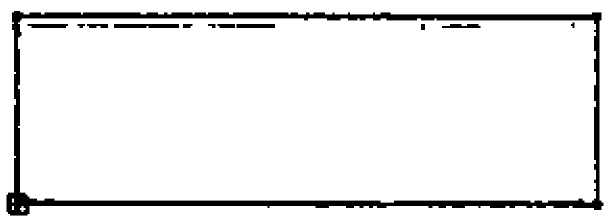
SIDE	BEARING	DISTANCE	TO CORNER
1	NORTH	46.22 FT	8
P.O.B.			
2	N20.2707[illegible]	1.52 FT	9
3	N89.5732E	104.85 FT	10
4	N89.1151E	39.04 FT	11
5	S01.5691E	46.91 FT	12
6	S89.5510W	136.05 FT	13
7	N89.[illegible]W	5.92 FT	14
8	N58.27[illegible]	4.64 FT	15
9	N00.[illegible]	[illegible] FT	16

CLOSURE

10	[illegible]	0.03 FT	17

0.159 ACRES [illegible] SQ FT
PERIMETER [illegible] Ft.
SCALE 1 in.= [illegible] Ft.

SCALE 1 in.= 100 Ft.

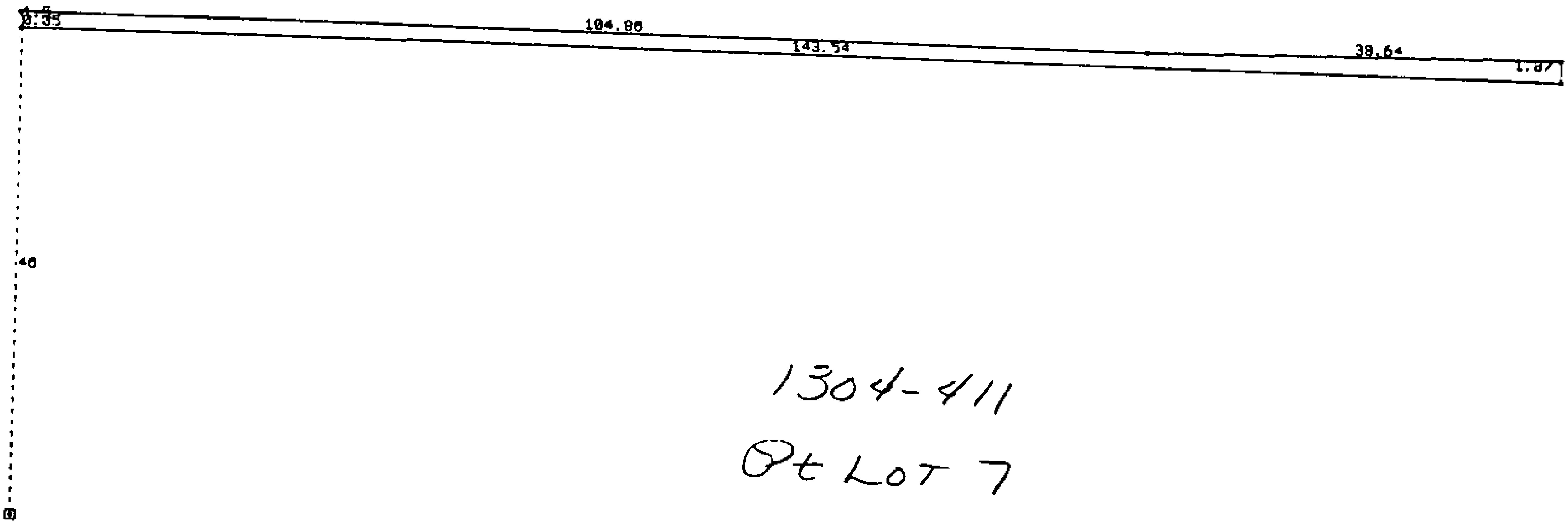


SIDE	BEARING	DISTANCE	TO CORNER
1	NORTH	46.00 FT	2
P.O.B.			
2	N00.2207W	1.50 FT	3
3	N89.5750E	104.86 FT	4
4	N89.1251E	38.64 FT	5
5	S.015631E	1.87 FT	6
6	S89.5440W	143.54 FT	7
CLOSURE			
7	S86.2127E	0.05 FT	8

0.004 ACRES 215 SQ FT

PERIMETER 290.46 Ft.

SCALE 1 in.= 19 Ft.



1304-411

Pt LOT 7

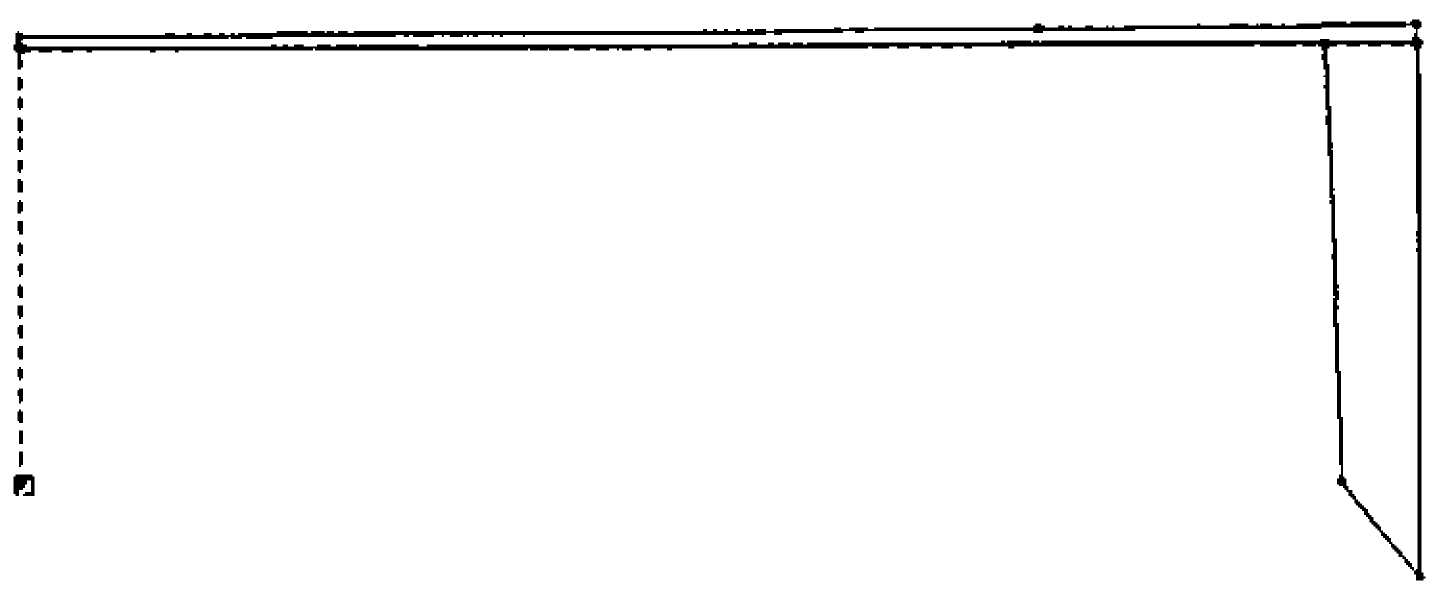
SIDE	BEARING	DISTANCE	TO CORNER
1	NORTH	46.00 FT	2
P.O.B.			
2	N00.2207W	1.50 FT	3
3	N89.5750E	104.86 FT	4
4	N89.1251E	38.64 FT	5
5	S01.5631E	1.87 FT	6 Pt
6	S89.5440W	143.54 FT	7 LOT 7
CLOSURE			
7	S66.4728W	0.01 FT	8
0.004 ACRES		215 SQ FT	
PERIMETER		290.42 Ft.	

QCD 1304-412
to First Federal Savings
of Ark from Shipley
less & except

SIDE	BEARING	DISTANCE	TO CORNER
1	NORTH	46.00 FT	10
2	N89.5440E	143.54 FT	11
P.O.B.			
3	S89.54W	9.50 FT	12
4	S01.5631E	46.03 FT	13
5	S38.2839E	12.76 FT	14
6	NORTH	56.00 FT	15
CLOSURE			
7	N04.5715E	0.00 FT	16
0.010 ACRES		441 SQ FT	
PERIMETER		124.3 Ft.	

Pt LOT 10 & 11

SCALE 1 in.= 40 Ft.



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INSPECTIONS - MIKE M.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS — Kevin D. Crosson, Public Works Director

April 14, 1997

Mr. Timothy Klinger
90 S. College Avenue
Fayetteville, Arkansas 72701

Re: *226 N. School Avenue Property*

Dear Mr. Klinger:

I inquired in a letter dated December 2, 1996 (copy attached) as to your intentions with the property located at 226 N. School. To date, the city has received no response or information.

Please respond at once, or the city will be forced to approach this property from an enforcement standpoint as an unsafe structure. Your prompt attention will be appreciated.

Sincerely,

Kevin D. Crosson

Kevin Crosson
Director of Public Works

cc: Fred Hanna, Mayor
City Council

113 WEST MOUNTAIN 72701 501 575-8330
FAX 501-575-8257

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
Kevin D. Crosson, Public Works Director

December 2, 1996

Mr. Timothy Klinger
90 S. College Avenue
Fayetteville, Arkansas 72701

Re: *Property at 226 N. School Avenue*

Dear ~~Mr. Klinger~~ Tim:

I have been asked by several members of the Fayetteville City Council to inquire as to what your plans and schedules are for the property located at 226 N. School, formerly owned by the City of Fayetteville. As you know, the purchase was approved by the City Council in June of 1993. Since then, you have done a significant amount of demolition with the property. It now appears, though, that the work has reached a standstill, and could possibly be classified as either an unsafe or dilapidated structure as it currently exists.

In your request for variance for parking requirements submitted in June of 1993, you outlined your intentions as office, eating and shopping space. Please let me know if those are still your intended uses, as well as a construction schedule you intend to follow. Thank you in advance for any information that you can provide to me at your earliest convenience.

Sincerely,

Kevin D. Crosson

Kevin Crosson,
Director of Public Works

cc: Fred Hanna, Mayor
City Council

113 WEST MOUNTAIN 72701 501 575-8330
FAX 501-575-8257

Timothy Klinger.
521-3779

1995 226 No. School Ave

DATE	REMARKS
2/22	Rec'd Tele Message X-580 from OFFICER Wm 'Casey' Brown - Hazzard @ Above Address.
2/22	Met OFFicer Brown @ Site & Inspected found to be a potential Danger to the Public Due to the premises are Accessable to the Public - No Roof Doors or Windows, Only Parts of Walls Still Standing
2/22	Went to WC-CA for Legal (ATTACHED) Send 2/23 ltr To Owner (Timothy Klinger) Advising That Remaining Structure is a Potential Hazzard to the Public, Due to it's open Accessibility. 2/13/09 Called Owner & Discussed Matter, Cooperative.
3/10	Evidence of goodfaith effort - Const Roll Baracade need to do more RI-3/14
11-20	Called Tim Klinger - Left mess. w/sec. Backwall Unsafe 521-3779
12-4	Tim Klinger - promised wall down today or tomorrow
12-7	Inspected East Wall - Down as requested
4-29	Inspected property: Results much debris from walls scattered & piled in floor area. Took photos showing structure w/attendant problems. Walls continue to be damaged by age, weather and vandalism. Holes shown in photos Structure is very marginal with respect to rehabilitation for commercial use. (cracks. missing portions)(holes)

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FAYETTEVILLE

INSPECTION DIVISION

THE CITY OF FAYETTEVILLE, ARKANSAS

DATE: February 23, 1995

OWNER: Timothy Klinger
301 W. Mountain
ADDRESS: Fayetteville 72701

TENANT:

ADDRESS:

RE: Property @ 226 N. School

Dear Mr. Klinger

This letter is to inform you that the following violations exist at the above referenced address and are in need of correction per city codes and ordinances:

1. Code 151.20 Building Code
2.
3. Note: The Remaining Structure poses a Potential Hazzard to the Public, Due to it's open Accessibility. Please Correct

Please contact the Inspection Division so we can discuss the problems and help provide assistance to correct the problems. If you are not the owner of this property, please advise us of the owner's name and address so that we may contact them for corrective action.

If we have not been contacted within ten working days, you will be sent a violation notice. City codes provide penalties for continued violations.

We are willing to work with you so please call 575-8232 anytime between 8:00 a.m. and 5:00 p.m. Monday through Friday.

Yours Truly,

John Starkey

John Starkey, Property Inspector

113 WEST MOUNTAIN 72701 501-521-7700
FAX 501-575-8257

June 15, 1993

Tx Trumbo

Mayor Hanna stated Tx Trumbo was unable to attend because of a recent death in his family. Mr. Trumbo is a native of Fayetteville and a graduate of the University of Arkansas with a bachelors and a masters degree. He ran for election for this position in November.

All of the aldermen expressed their appreciation to Alderman Chapman for her service on the City Council and expressed their best wishes for a speedy recovery.

OLD BUSINESS

Items that have been brought before the Council but were tabled or no decision made to allow further information to be presented.

A. Consideration of a resolution awarding the bid for the sale of City property located at 226 N. School, the old Ozark Mountain Sports Building.

City Attorney Jerry Rose stated on March 25, 1993, the City held an auction for property located at 226 N. School, known as the Ozark Mountain Sports Building. The advertised bid stated the minimum bid was $15,000 and any bid was expressly contingent upon City Council approval. Tim Klinger was the high bidder with a bid of $21,100. The Mayor and city staff are recommending against accepting the bid which is about 1/2 or less of the fair appraised value.

Mayor Hanna stated he had received a 5 page letter from Mr. Hickson who represents Mr. Klinger. He found the letter to be offensive, and his opinion has not changed.

Tim Klinger stated he has been a resident of Fayetteville since 1973 and in business since 1976. He stated the auction ad stated a minimum bid of $15,000 was required or the City could cancel if there were not at least 6 people to participate in the auction. He felt it was clear at the time that the City did have the right to reject any and all bids. He stated he did not think there was any one in the room who thought the City would reject a bid over the minimum of $15,000. No one asked how the $15,000 figure was computed. There were 30-40 bids offered, and they went up in increments of about $100 each. He made the final bid of $21,100, and no one made a higher bid. The $21,100 is 40% higher than the minimum bid amount of $15,000. He stated he had been congratulated by a representative of the City. He signed an offer and acceptance and gave the City a $1,000 check. The City representative gave him the keys to the building. He understood from the ad that the City did reserve the right to refuse the bids, but he did not believe they could reject the bid because it was not high enough over the minimum bid. He stated the ad specified a "minimum bid" not an

June 15, 1993

"opening bid." He believes everyone present thought that if only $15,000 were bid, the building would be sold. He stated he has several statements from people in attendance at the auction, including the owner of the Rock Bottom Book Store, Mark Sugg, and Greg House, who stated they thought the building was sold, and felt anything above $15,000 would meet the requirements of the ad.

Mayor Hanna stated he was sorry about the misunderstanding on the part of Mr. Klinger. Mayor Hanna stated the City Council has to make the final decision. He would not be doing his job if he let the property go for $21,100 when it is worth much more.

Alderman Bassett asked if he understood the materials correctly that there was about 13,000 more square feet of land when the City purchased the property. Kevin Crosson stated that was true. He stated the amount auctioned was 42,000 square feet of building and 6,600 square feet of land which lies behind the building.

Alderman Bassett asked what was the appraised value of the building and the remaining land. Crosson stated the appraisal was $51,200.

Alderman Williams asked why did the City select the minimum bid amount of only $15,000. Mayor Hanna stated this was just an arbitrary figure at which to start to eliminate the bidding time associated with starting too low.

Alderman Miller stated he does not know much about auctions, but he feels the $15,000 minimum bid was probably a mistake. If he had given $1,000 and received the keys, it would seem to him the City accepted the bid. He asked City Attorney Rose if the City was on shaky ground.

City Attorney Rose stated he did not feel the City was on shaky ground. The bid announcement and the offer and acceptance both stated there was no acceptance of the bid until the City Council accepted the bid.

Tim Klinger stated the only appraisal on the property was from 1990 when the whole parcel was appraised. He stated there is no way to pro-rate that appraisal for a portion of the land. In addition, the structure is in bad need of major repairs. The 1990 appraisal had stated the inside of the structure was of no value.

Kevin Crosson stated the appraisal had stated the floor cover was bad, not the flooring system, like the paneling and not the interior walls. The building does have some incredible problems, but it does have a value.

Bert Rakes, City Land Agent/Building Inspector, stated the 1990 appraisal was used as a reference. There have been two things that have happened since 1990--property values have increased and there has been vandalism to the building. He stated the true indication of the value of property is what a buyer is willing to pay. The purpose of the auction was to see if the City could sell the property and about what amount was offered, or the City could decide to use the property for some other purpose.

Alderman Williams asked why staff was saying the $21,100 was too low if we did not know the value of the property.

Alderman Bassett asked if it was his impression at the end of the auction that everyone in the room thought the Klinger's had bought the property, and it was a done deal.

Rakes stated there was no doubt who the high bidder was; he was congratulated by those present; and he was probably perceived by some that he had purchased the property.

Alderman Daniel stated maybe the City paid too much for the property to start with.

Mayor Hanna stated a 2400 square foot building close to this building sold for $200,000 a couple of weeks ago. The DeLux building recently sold for $250,000.

Alderman Bassett stated he supports the Mayor's efforts to save the City money. He would like City staff to try and keep this type of situation from happening again. He agrees with City Attorney Rose that the City is okay legally. However, he feels this may fall under the "do right rule" regarding being fair. He feels in the long run, the City will come out better by approving the sale rather than trying to get more money for this particular piece of property.

Bassett, seconded by Odom, made a motion to approve the sale of the Ozark Mountain Sports Building to Tim Klinger.

Odom stated the City does not have auctions very often, and he agrees with Alderman Bassett about the "do right rule." The auction was publicized, and the bidders were acting in good faith.

Alderman Miller stated he does not know much about auctions either, but he feels the minimum bid in the ad should have been $35,000 to $40,000 if the City wanted $60,000 for the property. He feels Mayor Hanna is doing a wonderful job, but the "do right rule" should be used here.

Alderman Williams agreed and stated as representatives of the City, the Council has to be sure they are dealing fairly. He feels the sale should be approved because the City representatives did not know what the building was worth, and Mr. Klinger plans to restore this building. He feels in the long run, the City will benefit from this transaction.

June 15, 1993

Upon roll call, the motion passed by a vote of 6 to 1, with Alderman Edens voting no.

RESOLUTION 60-93 AS RECORDED IN THE CITY CLERK'S OFFICE

CONSENT AGENDA

Consideration of items which may be approved by motion, or contracts and leases which can be approved by resolution, and which may be grouped together and approved simultaneously under a "Consent Agenda":

A. Minutes of the June 1, 1993 regular City Council meeting.

B. A resolution awarding Bid 93-24 for a Heavy Duty Cab and Chassis for $85,330.07 to Shipley Motor Equipment Company and approving the sale of Unit #709 for $4,500 to Bucy Equipment Company.

Shipley was the lowest bidder meeting bid specifications. This cab and chassis will be replacing an existing unit, and the rear loader sanitation body will be removed from the old unit and mounted on the new unit.

RESOLUTION 61-93 AS RECORDED IN THE CITY CLERK'S OFFICE

C. A resolution awarding Bid 93-22 for a Self Propelled Milling machine for $142,483.50 to Aces, Inc.

Aces was the lowest bidder meeting bid specifications. This equipment will be used by the Street Department in the in-house overlay program.

RESOLUTION 62-93 AS RECORDED IN THE CITY CLERK'S OFFICE

D. A resolution awarding Bid 93-23 to Williams Ford Tractor for 2 Ford Model 575D Tractor/Backhoe/Loaders at $46,490 each less trade allowance of $14,000 for Unit #603 and of $19,900 for Unit #613, for a total net amount of $58,980.

The ADR Committee recommends this purchase of replacement equipment.

RESOLUTION 63-93 AS RECORDED IN THE CITY CLERK'S OFFICE

Vorsanger, seconded by Edens, made a motion to approve the consent agenda. Upon roll call, the motion passed by a vote of 7 to 0.

YOUTH CENTER BUS

Mayor Hanna introduced consideration of an ordinance waiving the requirements of competitive bidding for the purchase of a used bus

June 1, 1993

SALE OF CITY PROPERTY

Consider sale of City property located at 226 N. School that remains after a public parking lot was constructed for the high bid received at public auction of $21,100.00.

On March 25, 1993, a public auction was conducted for property located at 226 N. School known as the Ozark Mountain Sports Building. A high bid of $21,100 was received. The appraised value of the land and building is $51,258. Staff does not recommend selling the property.

Alderman Odom stated he was contacted and requested to table this item to allow additional time for information gathering.

Odom, seconded by Williams, made a motion to table.

Upon roll call, the motion passed by a vote of 8 to 0.

EASEMENT

Mayor Hanna introduced consideration of an ordinance vacating a portion of right-of-way, Lot 4, Block 2, of Huntingdon Subdivision.

Tracy Hoskins has requested the City vacate a portion of a 50 foot water line easement so that a home he is building can rest on a portion of the property. He is willing to give back this footage on the opposite side of the easement.

City Attorney Jerry Rose read the ordinance for the first time. Odom, seconded by Miller, made a motion to suspend the rules and place the ordinance on its second reading. Upon roll call, the motion passed by a vote of 8 to 0. The City Attorney read the ordinance for the second time. Miller, seconded by Odom, made a motion to further suspend the rules and place the ordinance on its third and final reading. Upon roll call, the motion passed by a vote of 8 to 0. The City Attorney read the ordinance for the third time.

Upon roll call, the ordinance passed by a vote of 8 to 0.

ORDINANCE 3707 APPEARS ON PAGE 432 **OF ORDINANCE BOOK** XXVI

TAX LEVY FOR 1994

Mayor Hanna introduced consideration of an ordinance levying the 1994 property tax rate at 1.0 mills. The levy shall include 0.5 mills each for the Policemen's Pension Fund and the Firemen's Pension Fund. No property tax levy is requested for general government operations.

STAFF REVIEW FORM

X AGENDA REQUEST
CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of August 4, 1998

FROM:

Louise Schaper	Library	Public Works
Name	Division	Department

ACTION REQUIRED:
Approval of a resolution awarding a contract with Meyer, Scherer & Rockcastle, Ltd. in the amount of $36,747 to provide the Fayetteville Public Library with a master plan development study and the approval of contingency in the amount of $3,675 and a budget adjustment.

COST TO CITY:

$36,747.00	$ 0.00	Library Master Plan
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5314-00	$ 0.00	Library Improvements
Account Number	Funds Used To Date	Program Name
98093-1	$ 0.00	Sales Tax Capital
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item X Budget Adjustment Attached

Ken Spray for SCD
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

Accounting Manager — Date 7-28-98
Yolanda Fields — Internal Auditor — Date 7-27-98

City Attorney — Date 7-24-98
ADA Coordinator — Date

Purchasing Officer — Date 7-27-98

STAFF RECOMMENDATION:

Approve and award contract to Meyer, Scherer & Rockcastle, Ltd. and approve a budget adjustment.

Louise P. Schaper
Division Head — Date 7/23/98

Cross Reference

Department Director — Date 23JUL98

New Item: **Yes** **No**

Administrative Services Director — Date 7/29/98

Prev Ord/Res #:

Fred Hanna
Mayor — Date 7/29/98

Orig Contract Date:

D:\DATA\WP-DATA\LIBRARY.AGD

To: Mayor Fred Hanna and Fayetteville City Council
Thru: Kevin Crosson, Public Works Director KC
From: Louise Schaper, Library Director
Date: July 23, 1998

Re: **Approval of Resolution Awarding Contract for Master Plan for Fayetteville Public Library 1998-2020**

The Fayetteville Public Library gratefully asks for your approval of the following request:

(1) Award a contract for a Master Plan for the Fayetteville Public Library 1998-2020 to Meyer, Scherer & Rockcastle, Ltd. in the amount of $36,747.
(2) A total project contingency of 10% in the amount of $3674.
(3) The related budget adjustment.

As a result of a request for proposal sent by the City in June to numerous architectural firms and library building consultants, six proposals were received. Meyer, Scherer & Rockcastle was chosen by the selection committee because of their in-depth experience in library planning and design. Jeff Scherer, principal-in-charge, is a Fort Smith native and a graduate of the UA School of Architecture. He has designed more than 40 libraries and museums throughout the country. He is the principal architect for the Fort Smith Public Library project and provided consulting services to the Springdale Public Library project. The consulting team includes Library Planning Consultants, Inc.; AMR Architects, Inc. (phase II finish-out of Mullins Library, library for Arkansas Tech University in Russellville, UA Livestock Arena, Fletcher Branch of Central Arkansas Library System), and Miller Boskus Lack Architects (local team). Engineering consultants will be selected as needed by AMR Architects.

The scope of the project includes strategic planning for services and administration as well as an assessment of facilities. The chosen consultants are required to develop a Master Plan for organization, services and facilities to meet future needs. The growth of the City, demands on library service, and the impact of new technology will be considered in terms of space, layout, and the ability to provide adequate technological infrastructure. The consultant's analysis will be used to determine if the current facility can be renovated to meet future needs as a central library or a new central library should be constructed or if branches should be considered.

The Fayetteville Public Library faces many unique challenges as a historical building with an architectural heritage unique to Fayetteville. The core of the Library was designed and completed in 1962 by architect Warren Seagraves. The architect completed the first major addition to the building in 1970. A second addition was completed in 1992. The second addition linked the central library to an adjacent building. Because the facility is comprised of three levels across two buildings, staffing inefficiencies, duplication of tasks and services and security problems exist. Other issues include space allocation, spatial adjacencies, accessibility, and inadequate technological and electrical and HVAC infrastructure.

This Master Plan will identify the community's needs for library services, determine how best to meet them, and if the present facility can be adapted. If approved, the project will commence immediately and be completed by November 30, 1998.

Other cities in Northwest Arkansas reevaluating their library services are:

(1) Fort Smith has completed a 3.5-year planning process and is soon to break ground on a new 60,000 square foot central library and will sometime thereafter build three new branch libraries.
(2) Springdale is soon to break ground on a 22,000 square foot addition to their library—bringing their total square footage to 44,000 square feet.
(3) Rogers Public Library completed their new library in 1994 and are beginning to think about another round of planning for future services.

Standard Form of Agreement Between Owner and Architect for Special Services

AIA Document B727 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Recommended for use with current editions of standard AIA Agreement forms and documents.

AGREEMENT

made as of the day of in the year of Nineteen Hundred and Ninety-Eight .

BETWEEN the Owner:
(Name and address)
City of Fayetteville, Fayetteville, AR

and the Architect:
(Name and address)
Meyer, Scherer & Rockcastle, Ltd., Minneapolis, MN

For the following Project:
(Include detailed description of Project, location, address and scope.)
Planning study for the Fayetteville Public Library

The Owner and the Architect agree as set forth below.

ARTICLE 1
ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Prepare a Master Plan Report for the Fayetteville Public Library in accordance with the Work Plan as detailed in Appendix A. The professional fee for labor shall be stipulated sum of $29,820.00. The estimated amount of reimbursable expenses is $6,927.00. Th study shall be substantially completed by November 30, 1998.

ARTICLE 2
OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owners's representative shall be Louise Shaper, Director, Fayetteville Public Library. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4
ARBITRATION

4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction in the State of Arkansas .~~thereof~~.

4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5
TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than ~~seven~~ -fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.~~,~~ ~~together with Reimbursable Expenses then due and all Termination Expenses as defined in~~

~~Paragraph 5.1.~~

5.4 ~~Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:~~

.1 ~~For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and~~

.2 ~~For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.~~

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.~~Architect~~.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement includes Appendix A. This appendix is the work plan presented to the City in response to a Request for Proposal. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The scope of work includes a review of the existing City of Fayetteville library building for suitability as an expanded library. The Owner and the Architect agree that this review will not be extensive and will not include the preparation of measured drawings, engineering analysis or destructive testing. Any options for remodeling and/or expansion of the library will be based only on plans and information provided by the Owner and visual observation by the Architect. If further extensive examination of the building is required, the Owner shall authorize additional compensation for this work.

ARTICLE 7
PAYMENTS TO THE ARCHITECT

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

7.2 REIMBURSABLE EXPENSES

7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

.1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;

.2 long-distance communications;

.3 fees paid for securing approval of authorities having jurisdiction over the Project;

.4 reproductions;

.5 postage and handling of documents;

.6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;

.7 renderings and models requested by the Owner;

.8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and

.9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 ~~An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.~~

7.4 ARCHITECT'S ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 AN INITIAL PAYMENT OF zero Dollars ($ 0) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

The professional fee for labor shall be stipulated sum of $29,820.00.

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid fifteen (15) days after the invoice date shall be payable on demand. ~~bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9
OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
City of Fayetteville, Arkansas	Jeffrey A. Scherer, FAIA, President, State of AR Number 2905
(Printed name and title)	*(Printed name and title)*

Fayetteville Public Library
Professional Fee and Reimbursable Expenses

Prepared by Meyer, Scherer & Rockcastle, Ltd.

	MS&R			PLA			AMR	MBL
Task ID	Scherer	Wagner	Prickett	Clerical	Dahlgren	Deuel	Redden	Boskus
A.1	8	8	8	0	16	0	8	8
A.2	0	8	0	0	8	0	0	0
A.3	8	8	0	0	8	0	8	8
B.1	0	2	0	0	10	1	0	0
B.2	0	0	0	0	8	1	0	0
B.3	8	0	0	0	32	0	0	0
B.4	6	0	0	0	6	0	0	0
B.5	6	0	0	0	6	0	0	0
C.1	4	4	0	0	6	1	0	0
C.2	4	24	0	0	4	1	0	0
D.1	4	32	16	0	28	2	8	8
D.2	4	12	4	0	5	0	4	4
D.3	0	4	0	30	3	0	2	2
Total	52	102	28	30	140	6	30	30
Hourly Rate	$ 130.00	$ 60	$ 43	$ 10	$ 75	$ 75	$ 75	$ 75
Subtotal Fee	$ 6,760	$ 6,120	$ 1,190	$ 300	$ 10,500	$ 450	$ 2,250	$ 2,250
Total by Firm	**$ 14,070**			**$ 11,250**			**$ 2,250**	**$ 2,250**
Sub Total	$ 29,820							
Reimbursable Exp.	$ 6,927							
Grand Total	**$ 36,747**							
Grand Total								

Reimbursable Expenses

	Scherer	Wagner	Prickett	Clerical	Dahlgren	Deuel	Redden	Boskus
Visit 1: Data Gathering, Introductions and Interviews								
Airfare	$ 225	$ -	$ -	$ -	$ 450	$ -	$ -	$ -
Car Rental	$ -	$ 125	$ -	$ -	$ 125	$ -	$ -	$ -
Mileage	$ -	$ -	$ -	$ -	$ -	$ -	$ 131	$ -
Lodging	$ -	$ 75	$ 75	$ -	$ 225	$ -	$ 150	$ -
Meals	$ 60	$ 60	$ 60		$ 60		$ 30	$ -
Visit 2 Focus Groups								
Airfare	$ 225	$ -	$ -	$ -	$ 450	$ -	$ -	$ -
Car Rental	$ -	$ -	$ -	$ -	$ 90	$ -	$ -	$ -
Mileage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lodging	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	$ -
Meals	$ 60	$ -	$ -		$ 60		$ 30	$ -
Visit 3: Verify Goals and Space Needs								
Airfare	$ 225	$ -	$ -	$ -	$ 450	$ -	$ -	$ -
Car Rental	$ -	$ -	$ -	$ -	$ 90	$ -	$ -	$ -
Mileage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lodging	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	$ -
Meals	$ 60	$ -	$ -		$ 60		$ 30	$ -
Visit 4: Board Report								
Airfare	$ 225	$ -	$ -	$ -	$ 450	$ -	$ -	$ -
Car Rental	$ -	$ -	$ -	$ -	$ 90	$ -	$ -	$ -
Mileage	$ -	$ -	$ -	$ -	$ -	$ -	$ 131	$ -
Lodging	$ -	$ -	$ -	$ -	$ 150	$ -	$ 150	$ -
Meals	$ 60	$ -	$ -	$ -	$ 60		$ 30	$ -
Total	**$ 1,140**	**$ 260**	**$ 135**	**$ -**	**$ 3,110**	**$ -**	**$ 682**	**$ -**
Communications	$ 250							
Printing/Photographs	$ 900	50 Copies of 120 page report with 10 pages of color						
Mail / FedEx	$ 200							
Miscellaneous	$ 250							
Total Expenses	**$ 6,927**							

Fayetteville Public Library
Professional Services Agreement: Appendix A

The following methodology is representative of how our team will approach the planning study for the Fayetteville Public Library. It is understood that the methodology presented here is not the final word, but subject to refinement and modification to better meet the needs of the study. Much of the study team's first meeting with the project administrators and the planning committee involves confirming study goals and verifying a specific methodology.

One hallmark of our approach to any planning study is to rely to the greatest possible extent on existing data. Most libraries present data-rich environments, and we find that it is most effective and efficient to make the utmost use of those resources.

Our first efforts at data gathering will involve the review of as much existing information about the library and the community as can be readily assembled. This will include library use reports, existing demographic data, previous studies, and so on. Our secondary efforts will involve identifying other resources that may provide valuable information, including the Department of Education's National Center for Education Statistics (for comparative library data), the local schools (for additional demographic data), the Chamber of Commerce (for economic data), among others.

We also emphasize a variety of opportunities for the client and the client's constituents to provide comments and suggestions during the course of the study. The opportunity for interaction and interviews with those who have a stake in the provision of library service in Fayetteville is essential to promoting understanding on the part of the consultants as we learn more about the library community and on the part of the community as the results of the study are disseminated. To this end, we suggest a variety of targeted, direct interviews with individual "key informants" in the community.

When existing data cannot answer crucial questions and a survey must be undertaken, we emphasize using a careful and targeted survey instrument. We have found that well constructed, focused surveys generate more useful results for the expenditure (of both money and time) do than broad-based surveys. The following methodology, however, does not include formal surveys. A rigorously conducted, valid survey would add significant costs to this process. In our experience, the other methods we recommend should gather the information necessary and in a more effective manner.

We believe strongly in an educational / informational component in any study. Just as the consultants expect to learn a great deal about the library and its community during the course of the study, so can the library board and staff expect to be introduced to a variety of new topics affecting library operations—service organization, space needs and allocation, etc. It is crucial that the library board and staff be fully apprised of the study methods and findings so that they are better able to implement and advance the recommendations of the study. To that end, staff and board are typically involved throughout the project, and the study team makes every effort to show a plain and direct path through the data and findings, clearly connecting evidence with conclusions and recommendations.

Our general process and method is iterative, focusing on a series of site visits that provides an opportunity to meet with local planners, review what the study team has learned to date, propose models and responses to the library's study goals, explore new options, refine and redirect our attention, through which activity together we devise the best, most pragmatic alternatives for the library to pursue. Throughout the process, we emphasize regular and clear communication between the library and the study team as an imperative for any successful study.

Needs Assessment

The purpose of the needs assessment is to work with library board and staff to confirm the library's long-range service goals; to explore the implications of those service goals on the library's space needs; to evaluate alternatives available to meet those expressed needs; and to assess implications (such as capital and operating costs) of implementing a project to meet the library's long-term service and space goals. A needs assessment provides an overview and general direction regarding a library's facilities needs.

a. Site Visits

A series of on-site visits will form the core of the project methodology. These site visits—occurring roughly every month—provide an opportunity for the study team to gather new information regarding the library and the service community, to interact with key staff and board contacts, to solicit broad input and participation in the study, and to continually fine tune and adjust the project methodology and goals to respond to new ideas and courses of action as they emerge during the course of the study. The focus of each visit would be:

Task a.1.: Site Visit #1

Task a.1.: Site Visit #1
(to be held week of August 17th)

Team Member	Hours Allocated	
MS&R Total		24
Scherer	08	
Wagner	08	
Prickett	08	
PLA Total		16
Dahlgren	16	
Deuel	0	
AMR Total		08
Redden	08	
MBL Total		08
Miller	08	
TOTAL		56

The purpose of this initial site visit is to introduce the study team to the library and its community, and to introduce board and staff members (and others, possibly including other local governmental officials, if appropriate) to the study team. The site visit could begin with an in-service meeting with the library staff to introduce staff to the study team and to encourage their participation in the study. The site visit would involve thorough tour of the present library building. During the course of this tour, the librarian and other staff members would have an opportunity to confer with the study team regarding departmental service goals, limitations of the existing building, the successes of the building, and so on.

As one means of gathering information from a variety of sources, a series of "key informant" interviews would be held. With the help of library board and staff, six to eight civic leaders and opinion leaders in the community may be identified. During the site visit, these individuals will meet with the consultant for short (i.e., twenty to thirty minutes), focused interviews to interject their valuable perspectives on the community, its future prospects, and the library.

A separate meeting would be scheduled with the board. If a role selection exercise (as described in *Planning and Role-Setting for Public Libraries*, produced by the Public Library Association) has not been completed, study team could lead the board through such an exercise as a way of focusing the trustee's thinking about future directions for the library.

Preliminary discussions on the library's long-term service goals would be completed, focusing on preferred targets for collection size, reader seating, and meeting space.

The architectural team will conduct an analysis of the existing building and site conditions.

a. Site Visits

A tour of the service community would also be essential, so that the study team can become familiar with the geography of service distribution. In consultation with the library director and the board, the balance of the project methodology and calendar would be confirmed.

Task a.2.: Site Visit #2
(to be held week of August 31st)

Team Member	Hours Allocated	
MS&R Total		08
Scherer	0	
Wagner	08	
Prickett	0	
PLA Total		08
Dahlgren	08	
Deuel 0		
AMR Total		0
Redden	0	
MBL Total		0
Miller	0	
TOTAL		16

Task a.2.: Site Visit #2
The second site visit would follow after a brief interlude that would give the study team time to consider and weigh the information gathered during the course of the first site visit and the library board and staff time to consider the planning and management issues raised during the first site visit. The purpose of the second site visit is to work with the library staff and board, and other representatives as appropriate, to verify service goals and space needs, and to work through issues that may relate to a prospective expansion project (capital costs, staging construction, etc.).

Prior to this visit, an initial estimate of space needs would be drawn, based on the library's overall service goals. During this site visit, the initial estimate will be refined, based on discussions held with staff and board. By the end of this visit, a general understanding of the library's space needs can be agreed upon, and the resulting scope of project can be used to define and explore issues such as project costs, implementation strategies, and so on.

Task a3.: Site Visit #3
(to be held week of September 21st)

Team Member	Hours Allocated	
MS&R Total		16
Scherer	08	
Wagner	08	
Prickett	0	
PLA Total		08
Dahlgren	08	
Deuel 0		
AMR Total		08
Redden	08	
MBL Total		08
Miller	08	
TOTAL		40

Task a.3.: Site Visit #3
The purpose of this site visit will be to present to the board a report of findings, alternatives, and recommendations. The major product of this study will be a report that outlines service goals for the library; defines space needs based on those service goals; and summarizes issues or obstacles that may affect the implementation of this project. During this visit, board and staff will have an opportunity to seek clarification and raise additional questions before the preparation of the final report, and staff and board and consultant will have an opportunity to meet with the library's architect for an initial review of the needs assessment findings as they relate to implementation on the present site.

b. Data Gathering

In addition to site visits, another crucial component of this study will be data gathering. The study team will further its understanding of the library and its service community through on-site observations made during visits, but that is only part of the story. Existing data and newly assembled data round out the picture created during site visits. This methodology relies largely on the evaluation of existing data. If other data gathering strategies are deemed appropriate by the board, they can be added to this study. Data gathering can involve a variety of strategies:

Task b.1.: Review of Existing Data
(to begin week of August 3rd)

Team Member	Hours Allocated	
MS&R Total		02
Scherer	0	
Wagner	02	
Prickett	0	
PLA Total		11
Dahlgren	10	
Deuel 01		
AMR Total		0
Redden	0	
MBL Total		0
Miller	0	
TOTAL		13

Task b.1.: Review of Existing Data

The library staff will be asked to assemble a wide range of information and data for review by the study team, including past annual reports to the state library, past internal annual reports, copies of the library's long-range plan of service, schematic plans and blueprints for the present building, copies of the library building program statement that was prepared for the present building (if available), circulation and patron activity records drawn from the library's circulation system, results of output measures studies, and results of patron surveys. The study team will also benefit from a review of local demographic data and projections, including recent and current census records, population projections from regional planning authorities, the city's current comprehensive plan, and local maps. The study team will review this data, looking for patterns and trends that may affect the service goals chosen by the library. This will be completed prior to the first site visit and reported to board and staff for their reaction.

Task b.2.: Statistical Compilations
(to begin week of August 10th)

Team Member	Hours Allocated	
MS&R Total		0
Scherer	0	
Wagner	0	
Prickett	0	
PLA Total		09
Dahlgren	08	
Deuel 01		
AMR Total		0
Redden	0	
MBL Total		0
Miller	0	
TOTAL		09

Task b.2.: Statistical compilations

Annual reports will be compiled into a one or more charts that track the library's progress over the last five years or ten years, for example. Comparisons may be drawn between the library and other peer institutions in the immediate area or statewide. Such comparisons create a framework for assessing where the library is and where the board and staff might want to direct the library in the future.

The study team also proposes to undertake a comparison of the library with other libraries of comparable size nationwide, drawing a sample from libraries reporting to the database maintained by the National Center for Educational Statistics. A specific sampling would have to be developed in consultation with the library. This comparison will produce another sort of framework that establishes benchmarks for assessing the present direction of the library. This will be completed prior to the first site visit and reported to board and staff for their reaction.

b. Data Gathering

Task b.3.: Focus Group Interviews (optional)
The project methodology may include a series of focus group interviews to allow for public input and comment. The focus group interviews will be conducted during the first or second site visit as part of the study team's efforts to gather information about the library, its service community, and its service goals. Focus groups are not necessarily a statistically reliable means of gathering data. Information assembled in a focus group interview cannot necessarily be extrapolated to the community at large. But they are a means of assessing broad perspectives about the library and the community. And they involve a broader range of carefully selected community members in the study, thereby encouraging their support; the community relations impact of focus groups is strong and positive.

Task b.4.: Opinion Leaders' Luncheon (optional)
Another opportunity for generating community involvement that has been used successfully by other libraries is an opinion leaders' luncheon. This event, cleverly arranged over a lunch hour, draws together a selection of influential community leaders—political leaders, business leaders, civic leaders—for the purpose of reviewing the library's prospective plans and identifying further strategic issues for the library to consider. Typically, this type of event occurs later in the study calendar, as options and recommendations are taking shape so that those options can recommendations can reported to the group and become the basis for the discussion that follows.

Task b.5.: Public Hearings (optional)
Yet another opportunity for soliciting participation of the community at large is a general public hearing that allows for general comment and observations by interested residents. If scheduled toward the beginning of a study public hearings take on a goal of finding out what one spectrum of the general public wants from its library. If scheduled toward the end of a study public hearings tend to emphasize soliciting reactions to service goals and expansion strategies that are being offered by the library. Public hearings toward the beginning of a study solicit input. Public hearings toward the end of a study solicit reaction, possibly in conjunction with the opinion leaders' luncheon. Either or both are worthwhile goals, in specific situations. The extent of original data gathering that needs to be undertaken can be determined in consultation with the library board and staff. All of these data gathering efforts may not be needed or appropriate for this study. The inclusion of some of these data gathering efforts may require the addition of one or more site visits to the study methodology.

c. Development of Service Goals & Alternative Service Configurations

Any space needs assessment project must begin with an understanding of the library's service goals. A library's space needs evolve directly from the services, collections, and resources the library seeks to provide for its community. To oversimplify the matter, all other things being equal, a collection of 250,000 volumes will require more total floor space than a collection of 180,000 volumes. To complicate matters a little, the floor space required by a given collection will be determined by the proposed size of the collection, also taking into account the proportion of the collection that is likely to be in circulation at any given time, the height of the shelving used, the width of the aisles specified (note here that the Americans with Disabilities Act, while requiring the now-standard 36" aisle, gives strong preference to a 42" aisle), and the type of material to be housed. Service goals are intrinsically tied to the library's space needs, and throughout this study, local planners and consultants will be reminded of that fact.

LPA employs a space needs assessment methodology that is a variation on one developed by study team member Anders Dahlgren and published by the Wisconsin Division for Library Services as *Public Library Space Needs: A Planning Outline*. That outline describes a methodology for translating service goals into space needs, focusing on:

- collection space
- reader seating space
- staff work space
- meeting room space
- special use space (for catalogs, CD-ROM products, indexes, public photocopiers, etc.)
- nonassignable space (for mechanicals, rest rooms, storage, etc.)

Task c.1.: Projection of Optimum Service Goals
(to begin week of August 21st)

Team Member	Hours Allocated	
MS&R Total		08
Scherer	04	
Wagner	04	
Prickett	0	
PLA Total		07
Dahlgren	06	
Deuel	01	
AMR Total		0
Redden	0	
MBL Total		0
Miller	0	
TOTAL		15

Task c.1.: Projection of Optimum Service Goals
Drawing from a combination of peer comparative analyses, direct observation, and board and staff input, among other sources, the study team will develop recommended service goals.

Task c.2.: Development of Service Configurations
(to begin week of September 7th)

Team Member	Hours Allocated	
MS&R Total		28
Scherer	04	
Wagner	24	
Prickett	0	
PLA Total		5
Dahlgren	04	
Deuel01		
AMR Total		0
Redden	0	
MBL Total		0
Miller	0	
TOTAL		33

Task c.2.: Development of Service Configurations
As overall library service goals are identified, the study team will calculate the space needs of the library based on those service goals. This space needs estimate will then guide the evaluation of different options for meeting those needs (building on, building new, developing one or more branches, etc.), along with a consideration of prospective capital and operating costs, and weighing the advantages and disadvantages of renovating and adding onto the existing facility versus constructing a new facility.

d. Report Preparation & Project Administration

Task d.1.: Prepare a Draft Report
(to begin week of September 7th)

Team Member	Hours Allocated	
MS&R Total		52
Scherer	04	
Wagner	32	
Prickett	16	
PLA Total		30
Dahlgren	28	
Deuel 02		
AMR Total		08
Redden	08	
MBL Total		08
Miller	08	
TOTAL		98

Task d.2.: Revise & Complete Project Report
(to be held week of September 21st)

Team Member	Hours Allocated	
MS&R Total		20
Scherer	04	
Wagner	12	
Prickett	04	
PLA Total		05
Dahlgren	05	
Deuel 0		
AMR Total		04
Redden	04	
MBL Total		04
Miller	04	
TOTAL		33

Task d.3.: Project Administration
(throughout project)

Team Member	Hours Allocated	
MS&R Total		04
Scherer	0	
Wagner	04	
Prickett	0	
PLA Total		03
Dahlgren	03	
Deuel 0		
AMR Total		02
Redden	02	
MBL Total		02
Miller	02	
TOTAL		11

Throughout the project, written material will be prepared for review by the library board and staff and the consultant team. Much of this will be assembled into a thorough, final report that will be delivered at the completion of the project. That report will describe the Fayetteville Public Library's service environment (local demographics, the structure of library service in the area); outline service goals for the library; determine the library's space needs based on those service goals; discuss strategic issues affecting the implementation of a capital expansion project; and recommend the most effective alternative for implementation.

Task d.1.: Prepare a Draft Report

The study team would assemble a draft report describing the library service environment for the Fayetteville Public Library and goals for future development. The draft would also include discussions of space needs and alternative service configurations and the present utilization of space, as well as present the findings of the architectural consultants relative to the existing facility. This draft report would be conveyed to the project administrators for distribution prior to the last site visit.

Task d.2.: Revise and Complete the Project Report

Based on comments on the draft report received during the final site visit, the study team will complete any necessary revisions to and clarifications of the report. The final draft will be conveyed to the Fayetteville Public Library for publication and distribution as appropriate.

Work on the report will begin prior to the second site visit, and will continue beyond the final site visit. A complete draft of the report will be submitted to the library prior to the third site visit. Following that site visit final revisions will be made to the report based on comments received from board and staff, and a camera-ready copy will be delivered to the library.

Task d.3.: Project Administration

Routine correspondence, communication between site visits, and the like are covered as part of this study component.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Public Works	Date Requested	Adjustment #
1998	Division:	Parks & Recreation	July 22, 1998	
	Program:	Library		

Project or Item Requested:

$40,422 in funding is requested to initiate a master plan development project for the Fayetteville Public Library.

Project or Item Deleted:

$40,422 from the Sales Tax Fund Use of Fund Balance.

Justification of this Increase:

The library master plan will be used to evaluate the use of space in the existing building as well as to forecast the space needs based on projected use and service goals. In addition, the plan will identify options to meet those space needs, including alternate service configurations.

Justification of this Decrease:

For 1997, an additional $197,423 in Sales Tax Revenue was received over obligated funds.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Professional Services	40,422	4470	9470	5314	00	98093	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Use of Fund Balance	40,422	4470	0947	4999	99		

Approval Signatures

Requested By — Date
[signature] 7-22-98
Budget Coordinator — Date
[signature] 27JUL98
Department Director — Date

Admin. Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C D E

Date of Approval

Posted to General Ledger

Posted to Project Accounting

Entered in Category Log

Blue Copy: Budget & Research / Yellow Copy: Requester

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CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date July 9, 1998

Investment Offered $845,000.00 ($880,000.00 if T-Bill)

Maturity Date Requested April 29, 1999

Number of Days 294 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	Awarded BANK OF ARK
SETTLEMENT DATE	07/09/98	07/09/98	07/09/98	07/09/98
MATURITY DATE	04/29/99	04/29/99	04/29/99	04/29/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	294	294	294	294
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	5.050	No Bid	5.350
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		35,501.61		37,652.15
CD EFFECTIVE YIELD		5.216		5.532
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

B. [signature]

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date July 9, 1998

Investment Offered $845,000.00 ($880,000.00 if T-Bill)

Maturity Date Requested April 29, 1999

Number of Days 294 Days

	A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH	
SETTLEMENT DATE	07/09/98	07/09/98	07/09/98	
MATURITY DATE	04/29/99	04/29/99	04/29/99	
DISCOUNT OR COUPON RATE			5.050	
YIELD			5.287	
DAYS BID	294	294	294	
T-BILL BIDS				
CALCULATED YIELD			5.340	
FACE VALUE			880,000.00	
BOOK VALUE			843,707.30	
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS			36,292.70	
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	No Bid		
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD			5.340	
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

B. Ray

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date	July 16, 1998
Investment Offered	$925,000.00 ($950,000.00 if T-Bill)
Maturity Date Requested	January 14, 1999
Number of Days	182 Days

	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	07/16/98	07/16/98	07/16/98	07/16/98
MATURITY DATE	01/14/99	01/14/99	01/14/99	01/14/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	182	182	182	182
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	5.050	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		23,868.98		
CD EFFECTIVE YIELD		5.175		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

Bud Auwin 7-18-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #1

Purchase Date July 16, 1998

Investment Offered $925,000.00 ($950,000.00 if T-Bill)

Maturity Date Requested January 14, 1999

Number of Days 182 Days

	A. G. EDWARDS	DEAN WITTER	Awarded MERRILL LYNCH	
SETTLEMENT DATE	07/16/98	07/16/98	07/16/98	
MATURITY DATE	01/14/99	01/14/99	01/14/99	
DISCOUNT OR COUPON RATE			4.990	
YIELD			5.190	
DAYS BID	182	182	182	
T-BILL BIDS				
CALCULATED YIELD		5.119	5.189	
FACE VALUE		950,000.00	950,000.00	
BOOK VALUE		926,356.88	926,041.00	
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS		23,643.12	23,959.00	
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid			
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD		5.118	5.189 /	
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

Bur Brown 7-18-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	July 16, 1998			
Investment Offered	$600,000.00	(Cd or T-Note)		
Maturity Date Requested	July 22, 1999	07/31/99 If T-Note		
Number of Days	371 Days	380 Days If T-Note Awarded		
	NATIONSBANK	MCILROY	BANK OF FAYE	BANK OF ARK
SETTLEMENT DATE	07/16/98	07/16/98	07/16/98	07/16/98
MATURITY DATE	07/22/99	07/22/99	07/22/99	07/22/99
DISCOUNT OR COUPON RATE				
YIELD				
DAYS BID	371	371	371	371
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE				
BOOK VALUE				
HANDLING FEE	2.00			
T-NOTE INTEREST EARNINGS				
CALCULATED YIELD				
DISCOUNT/(PREMIUM)				
PURCHASE INTEREST				
CD BID	No Bid	5.200	No Bid	No Bid
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS		32,957.18		
CD EFFECTIVE YIELD		5.404		
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD				

INVESTMENT NUMBER ____________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

Brian Swain 7-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

CITY OF FAYETTEVILLE
BID QUOTATIONS #2

Purchase Date	July 16, 1998	
Investment Offered	$600,000.00	(Cd or T-Note)
Maturity Date Requested	July 22, 1999	07/31/99 if T-Note
Number of Days	371 Days	380 Days if T-Note

	A. G. EDWARDS	DEAN WITTER	MERRILL LYNCH	
SETTLEMENT DATE	07/16/98	07/16/98	07/16/98	
MATURITY DATE	07/31/99	07/31/99	07/31/99	
DISCOUNT OR COUPON RATE		6.875	5.875	
YIELD		5.367	5.243	
DAYS BID	380	380	380	
T-BILL BIDS				
CALCULATED YIELD				
FACE VALUE				
BOOK VALUE				
HANDLING FEE		2.35		
T-BILL INTEREST EARNINGS				
T-NOTE/OTHER BIDS				
FACE VALUE		600,000.00	600,000.00	
BOOK VALUE		609,000.00	603,735.00	
HANDLING FEE		2.35		
T-NOTE INTEREST EARNINGS		43,446.89	37,115.12	
CALCULATED YIELD		5.355	5.236	
DISCOUNT/(PREMIUM)		(9,000.00)	(3,735.00)	
PURCHASE INTEREST		19,029.70	16,251.24	
CD BID	No Bid			
CD INTEREST EARNINGS INTEREST ON INTEREST BASIS				
CD EFFECTIVE YIELD				
T-BILL EFFECTIVE YIELD				
T-NOTE/OTHER EFFECTIVE YIELD		5.355	5.236	

INVESTMENT NUMBER ____________________

LOGGED ON COMPUTER ____________ BY ____________

LOGGED OFF COMPUTER ____________ BY ____________

[signature] 7-16-98

ADMINISTRATIVE SERVICES DIRECTOR
OR DESIGNEE

TENTATIVE AGENDA

FAYETTEVILLE CITY COUNCIL MEETING AUGUST 4, 1998

A meeting of the Fayetteville City Council will be held on August 4, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

A. **APPROVAL OF MINUTES:** Approval of minutes from July 21, 1998 meeting.

B. **BID 98-54:** A resolution accepting Shipley Motor Equipment Company's bid of $62,552.00 as the lowest qualified bid for an 18' flat bed dump truck.

C. **BID 98-58:** A resolution awarding Ark-O Petroleum a contract in the amount of $44,400 plus a contingency of $6,660 to upgrade the underground storage tanks at the Fayetteville wastewater treatment facility and the sludge management site.

II. OLD BUSINESS

A. **COMPENSATION FOR ALDERMEN:** An ordinance amending Section 31.16 of the Code of Fayetteville by increasing compensation for aldermen from $350.00 per month to $700.00 per month. Item was left on second reading.

B. **SUTTON STREET:** An ordinance authorizing eminent domain proceeding for the City to obtain land for Parks purposes which is located in the 400 block of Sutton Street. The ordinance was left on the first reading.

C. **VOLUME BASED PROPOSAL:** A request to bring the Volume Based Proposal off the table for further discussion.

III. NEW BUSINESS

A. **VA 98-8.00:** An ordinance approving a utility easement vacation requested by Richard Rush for property located at 2097 Hailey Drive. The northeast corner of the house extends into the utility easement approximately 1.73 feet. The request is to vacate only that part of the easement on which the house encroaches, approximately 5 square feet.

B. **FAYETTEVILLE MILLENNIUM CELEBRATION:** First Night Fayetteville request funding for 1999/2000 New Year's Celebration.

C. **LIBRARY MASTER PLAN:** A resolution awarding a contract with Meyer, Scherer & Rockcastle, Ltd. in the amount of $36,747 to provide the Fayetteville Pubic Library with a master plan development study and the approval of contingency in the amount of $3,675 and a budget adjustment.

E. **LIBRARY BOARD:** A resolution increasing the Library Board to seven members. In addition the appointment of three new Board members.

F. **ORDINANCE REVISION:** An ordinance revising Chapter 161: Physical Alteration of land.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

STAFF REVIEW FORM

XX AGENDA REQUEST
__ CONTRACT REVIEW
__ GRANT REVIEW

For the Fayetteville City Council meeting of August 4, 1998

FROM:

W.A.Oestreich	Fleet Operations	Administrative Services
Name	Division	Department

ACTION REQUIRED:

Acceptance of the Lowest Qualified Bidder for Item #2-A. Bid #98-54. Mack RD-688S HD Cab & Chassis /w Davis 18' Flat bed dump. The Vendor for this Purchase is Shipley Motor Equipment Company, Hwy.71B South-P.O. Box 250, Lowell, AR 72745 Vendor #1785.

COST TO CITY:

Cost: $ 62,552.00 Trade Allowance: N/A Net Cost: $ 62,552.00

$ 62,552.00	$ 714,569.00	Medium/Heavy Utility Vehicles.
Cost of this Request	Category/Project Budget	Category/Project Name
9700-1920-5802.00	$ 341,118.00	Vehicles & Equipment
Account Number	Funds Used To Date	Program Name
98064	$ 373,451.00	Shop
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item __ Budget Adjustment Attached

Ken Foren / as SLP
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

Marilyn J Cramer — Accounting Manager — Date: 7-15-98
ADA Coordinator — Date

City Attorney — Date: 7-15-98
Yolanda Fields — Internal Auditor — Date: 7-14-98

P Vice — Purchasing Officer — Date: 7-20-98

STAFF RECOMMENDATION:

Authorization to Purchase Items #2-A per Bid 98-54.

W A Oestreich — Division Head — Date: 7/14/98

Department Director — Date

BM — Administrative Services Director — Date: 7/20/98

Mayor — Date

Cross Reference

New Item: **Yes No**

Prev Ord/Res #:________

Orig Contract Date:______

CITY OF FAYETTEVILLE
FLEET OPERATIONS
INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Ben Mayes, Administrative Services Director

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: July 8, 1998

SUBJECT: BID AWARD RECOMMENDATION 98-54

Reference the attached Agenda Request for the Award of Bid 98-54, Item #2-A. The lowest qualified bidder meeting specifications is Shipley Motor Co., P.O. Box 250, Lowell, AR 72745. (Vendor #1785). This is a budgeted item for the calendar year 1998.

The Bid Tabulation Sheet dated June 9, 1998, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications and for compatibility with the usage needs of the City. The type being bid by Shipley Motor Co. is currently being operated by the Water & Sewer Div. as dump trucks and a flat bed dump, they have a good work record with low maintance. The bid from Kent Rylee Chevrolet-Olds, Rogers AR., was rejected as this unit did not meet the requirements listed in the Bid Specifications. These consisted of quality related items when comparing the Unit Specifications submitted by Shipley Motor & Equip. Co. to the Bid Requirements along with the obvious standardization considerations.

The anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner was also considered.

This recommendation has been reviewed by the Street Division and the Fleet Operations Division prior to submission to the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 2-A. HD Cab/Chassis w/mounted Flat Bed Dump

** Shipley Motor Co.
1998 Mack RD-688-S w/Davis bed@ $ 62,552.00. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

<u>SUMMARY</u>

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 2-A. Shipley Motor Co. - 1 Unit at $ 62,552.00

<u>TOTAL BID AWARD:</u> <u>$ 62,552.00</u>

The budgeted amount for items in this Category/Project is $714,569.00 in account 9700-1920-5802.00, Project 98064. To date we have utilized $341,118.00, which leaves a balance of $373,541.00. With the purchase of this item at $ 62,552.00 we will have a balance remaining of $310,989.00 for the other items scheduled in this Category/Project.

1 IB.4 ETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Bill Oestreich, Fleet Maintenance Superintendent

FROM: Randy Allen, Street Superintendent R.A.

DATE: July 9, 1998

SUBJECT: **Flatbed Truck Bid Award**

Bid #98-54 was opened on 6-9-98 for a flatbed truck to be utilized within the Street Division. The low bidder was Kent Rylee Chevy/Olds but has been rejected due to the truck not meeting specifications.

Shipley Motor Company was the next lowest bidder and bid a manual transmission alternative to the automatic transmission. A price differential of approximately $15,000 in favor of the alternative manual transmission makes this recommendation fall to the manual transmission instead of the automatic.

If any additional information is needed please let me know.

formal
INFORMAL ☐
VERBAL QUOTATION ☐ PERFORMANCE BOND REQUIRED YES ☐ NO ☐

113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

TABULATION OF BIDS

PROJECT ____
DESCRIPTION H/D Trk w/Mounted Dump F.O.B. ____ DATE OPENED 6/9/98 11:00 AM
BID NO. 98-54 PROJECT NO. ____

		ITEM 1	ITEM 1A	ITEM 2	ITEM 2A	ITEM	EXTENSION
BIDDER: McNeilus	UNIT/QUANT COST	no bid	—	—	—		
ADDRESS: Truck	EXT. COST						
BIDDER: Scott	UNIT/QUANT COST	no bid	—	—	—		
ADDRESS: Const	EXT COST						
BIDDER: Barton	UNIT/QUANT COST	75,537.00	61,597.00	82,919.00	79,319.00	FL180 Freightliner	
ADDRESS: Freightliner	EXT COST	del ?? FL180	del 2/1/99	FL112 del 2/1/99	del 2/1/99	Body - Davis Truck & Tr	
BIDDER: Kent Rylee	UNIT/QUANT COST	no bid	52,990.00	no bid	55,870.00	C 7000	
ADDRESS: Chevy / Olds	EXT COST		CAT 7.2L 3126B del 120-150 day	1999 7000	120-150 day	Body - Davis	
BIDDER: Ron Blackwell	UNIT/QUANT COST	63,490.00	57,010.00	no bid	no bid	1999 Sterling	L75
ADDRESS:	EXT COST	210-280 days	210-280 days			Body - Davis	
BIDDER: Shipley	UNIT/QUANT COST	63,641.00	~~56~~ 55,111.00	77,940.00	62,552.00	+1 Mack CS300B - RD69	
ADDRESS: Motor Co	EXT COST	366 days	160 days	365 days	200 days	Body - Davis	
BIDDER: Bell Intl	UNIT/QUANT COST	66,484.35	55,366.28	83,182.66	65,447.55	99.4900 Intl	
ADDRESS:	EXT COST	11-98 req Prod		3/99	3/99	1999 2974 Body	
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT COST						
BIDDER:	UNIT/QUANT COST						
ADDRESS:	EXT COST						

BID AWARD SUMMARY:

ITEM ____ TO ____ P.O. # ____ DATE ____ CERTIFIED BY
ITEM ____ TO ____ P.O. # ____ REMARKS: ____ PURCHASING OFFICER
ITEM ____ TO ____ P.O. # ____
ITEM ____ TO ____ P.O. # ____ ____ WITNESS
ITEM ____ TO ____ P.O. # ____

IB.5

CAPITAL PROJECT ACTIVITY SUMMARY
BY PROJECT CATEGORY / NUMBER
PERIOD ENDING - MAY 31, 1998

ACCOUNT NUMBER	PROJECT #	PROJECT	TOTAL BUDGET	1998 EXPENSES	ENCUM.	REMAINING
9700-1920-5802-00	98064	MEDIUM/HEAVY UTILITY VEHICLES - REPL / EXP	714,569	9,701	331,418	373,451

NOTICE TO BIDDER

BID NO. 98 - 54

COMMODITY: **Heavy Duty Cab and Chassis w/Mounted Dump Bed**

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., JUNE 9, 1998, for the furnishing of: COMMODITY:

Heavy Duty Cab and Chassis w/Mounted Dump Bed

Bid forms and specifications for the units being purchased may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701.

The City reserves the right to reject any and all bids and to waive any formalities deemed to be in the City's best interest.

Peggy Vice, Purchasing Officer

PUBLISH 5/25/98 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# __________

CITY OF FAYETTEVILLE
113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS
501-444-3494

INVITATION TO BID

BID #: 98-54 **DATE ISSUED:** May 25, 1998

DATE & TIME OF OPENING: June 9, 1998 -11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNITS: 120 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QUANTITY:	*UNIT PRICE:	*TOTAL PRICE:
1.	Heavy Duty Truck Cab and Chassis with Mounted Dump Body per Item #1 of Specifications Attached	1	$________	$________

***GUARANTEED DELIVERY SCHEDULE:**________________________

ITEM:	DESCRIPTION:	QUANTITY:	*UNIT PRICE:	*TOTAL PRICE:
1-A.	Heavy Duty Truck Cab and Chassis with Mounted Dump Body per Item #1 of Specifications Attached with deletion of Automatic Transmission per Attachment 1.	1	$________	$________

***GUARANTEED DELIVERY SCHEDULE:**________________________

ITEM:	DESCRIPTION:	QUANTITY:	*UNIT PRICE:	*TOTAL PRICE:
2.	Heavy Duty Truck Cab and Chassis with Mounted Dump Body per Item #2 of Specifications Attached	1	$__________	$__________

***GUARANTEED DELIVERY SCHEDULE:**____________________

ITEM:	DESCRIPTION:	QUANTITY:	*UNIT PRICE:	*TOTAL PRICE:
2-A.	Heavy Duty Truck Cab and Chassis with Mounted Dump Body per Item #2 of Specifications Attached with deletion of Automatic Transmission per Attachment 2.	1	$__________	$__________

***GUARANTEED DELIVERY SCHEDULE:**____________________

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that they have head and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated. Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:**____________________

***BUSINESS ADDRESS:**____________________

***CITY:**____________________ ***STATE:**________ ***ZIP:**________

***PHONE:**____________________ ***FAX:**____________________

***AUTHORIZED SIGNATURE:**____________________

***TITLE:**____________________

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

BID 98-54
SPECIAL TERMS & CONDITIONS

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders **MUST** provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount **MUST** show as a separate item.

3. Bids received after the date and time set for receiving bids will **NOT** be considered. The City will **NOT** be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.

4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.

5. Each bidder **MUST** state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.

6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.

7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include current Arkansas vehicle inspection if applicable and all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.

8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty **MUST** accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor **MUST** be noted.

9. Any exceptions to the requirements of the City of Fayetteville **MUST** be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is **PROHIBITED.**

11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.

11. All items marked **"MANDATORY REQUIREMENT FOR CONSIDERATION OF BID"** **MUST** be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.

12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.

13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

BASIC SPECIFICATIONS

HEAVY DUTY TRUCK CAB/CHASSIS W/MOUNTED DUMP BODY

General Specification Requirements are as follows for HEAVY DUTY TRUCK CAB/CHASSIS W/MOUNTED DUMP BODY . **THESE ARE MINIMUM SPECIFICATIONS ONLY** and are not limited or restricted to the following.

<u>ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.</u>

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lited" and specifics noted is suggested.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice . The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS , FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

ITEM 1. HEAVY DUTY TRUCK CAB/CHASSIS W/MOUNTED DUMP BODY

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE:	Conventional Cab/Chassis
WHEELBASE:	As Required by Body
CAB/AXLE DIMENSION:	A/R
DIESEL ENGINE:	**MINIMUM ONLY:** 504 C.I.D. 8.3 Liter Displacement, Turbo charged w/Air to Air After cooling, 250 HP @ 2400 R.P.M., 660 LB.FT. @ 1300 R.P.M.-120 Volt 1500 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Automatic Warning System with Automatic Shut Down, Spin-On Fuel Filters, Horizontal Exhaust. Grade Retarder to be provided. Provision shall be made to have the chassis capable of mounting a hot shift style P.T.O. and hydraulic pump which will be provided with the Body listed herein.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER:________________________

MODEL DESIGNATION:________________________

NO. OF CYLINDERS:________________________

C.I.D. DISPLACEMENT:________________________

HP RATING:____________**@**____________**R.P.M.**

TORQUE RATING:____________**@**____________**R.P.M.**

TRANSMISSION:	Allison MD3550WR-P 5 Speed Electronic Control Automatic **OR EQUAL.** W/Retarder.
FRAME:	17.2 SM 110,000 PSI Yield, 11/32" X 10-15/16".
GVW RATING:	30,000 LBS..

REAR AXLE:	20000 LB Rockwell Steel W/6.83 Ratio, Magnetic Drain and Fill Traps or equal, with 20000 LB Springs
DRIVE LINE:	Spicer/Dana 1710 Coated Spline w/guard.
FRONT AXLE:	10000 LB. Capacity, Bronze King Pin Bushings, Greaseable Drag Link and Tie Rods, Double Acting Telescopic Shock Absorbers W/10000 LB. Capacity Taperleaf Suspension.
ALTERNATOR:	130 AMP.
BATTERIES:	1875 CCA.
FUEL SYSTEM:	Dual Steel Min. Cap. 40 Gal. Per Tank
COOLING SYSTEM:	Silicone Hoses, Filter/Conditioner.
STEERING:	Ross TAS-65 Power Assist or equal.
WHEELS & TIRES:	22.5 x 8.25 Steel Disc 10 Hole Pilot Type w/11R22.5 Goodyear G-124 Steel Belt Radial Tires on Drive Wheels and Goodyear G-159 on Steering axle.
RADIO:	O.E.M. AM/FM with clock.
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D. Vinyl/Cloth Air Suspended Drivers Seat, w/stationary passenger seat. Seat Belts shall be provided.
CAB:	Standard Manufacturers Rust Proofed Current Model Year, Equipped with O.E.M. Heater and Air Conditioner w/R134a Refrigerant capable of maintaining sufficient temperature control and air flow for operator comfort.
COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent

MIRRORS:	Left/Right Heated West Coast Style, with 5" Convex Spot Mirrors Arm Mounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at left front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available.
BRAKE SYSTEM:	Bendix 13.2 CFM Compressor or equal. 15 X 4" Front, 16-1/2" X 7" Rear, Outboard Mounted Drums, Automatic Slack Adjusters on all positions, Rear Parking Brake Chambers, Bendix Heated Air Drier.
SAFETY EQUIPMENT:	Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Dual Air Horns, Interior Sun Visor-Both Sides, Electronic Tachometer and Speedometer w/Odometer, Vernier Hand Throttle, Manual Reset Circuit Breakers.
RADIO EQUIPMENT:	Motorola C7 Spectra Dash Mount Mobil 35W DC7ZX Radio with Brackets, Antenna and all necessary hardware shall be provided. Mounting will be completed by the City of Fayetteville.

20' DUMP BED

<u>Dimensions:</u>

Length:	20'
Width:	8'
Inside length:	19'8"
Inside width:	92"
Inside height:	42"

<u>Construction:</u>

Sides and end rails:	5" Structural channel (6.7#/ft)
Cross sills:	4" Structural channel (5.4#/ft) Cross sills are to be fully gusseted to the long sills
Long sills:	7" Structural channel (11.5#/ft)

Floor: 3/16" T-1 alloy steel (110,000 PSI minimum yield strength,180,000 PSI minimum tensile strength and 225 BHN)

Sides & Header: 42" High Sides of 10 gauge (50,000 PSI yield strength) smooth steel with 45" formed 10 gauge stakes on 24" centers (stakes to extend from bottom of side rails to top rail of side). 2"X 2", 1/4" wall square tube top rail is to be provided. Stakes, top rails and sides to be continuously welded. Stakes to be welded to side rail; side and front sheet to have 1 1/2" lip and be continuously welded to floor. The sides are to be non-removable. The header is to be 42" in height and is to be constructed as side with expanded metal window.

Tailgate: Two (2) piece, double barn door type with 3/8" ears and 3/4" full height pin. Corner post to be 5" structural steel (6.7#/ft). Sliding bar lever latch mechanism with 3/4" pin. Barn door cross bar latch on doors. Removable 2 1/2"X 2 1/2" header bar (end pivot with pin removal system).

Tailgate doors to be boxed with 3" structural channel horizontal brace. Corner post hinge assembly to be sufficiently strong to allow 270 degree opening of gates without sag with header bar removed. Each rear door will have a length of 1/4" chain attached to it to latch in a 1/4" grab hook that is welded to the side rail. The grab hook will be welded approximately 8" above the level that the chain is attached to the rear door.

Lights: Four corner and three identification lights and four corner reflectors (bolt-on). Lights must conform to FMVSS108.

Safety Stands: Dual safety body props. OSHA approved and mounted on each side of the dump body.

Hoist: Hoist shall meet NTEA/TBEA Class 70 performance requirement. Hoist shall be three stage front mount telescopic type. All fabricated hoist parts shall be of high strength alloy steel with minimum yield strength of 50,000 PSI. All hoist and rear hinge bearing surface shall be zerk lubricated. Body prop shall be provided to support empty body in raised position for servicing. The hoist shall be single acting and designed for use as a dump hoist. The hoist shall have a 5" first moving stage, 4" second moving stage and 3" third moving stage. The hoist shall provide 26 tons lift capacity (NTEA Class 70). The cylinder shall have not less than 140 inches of stroke and provide for a dump angle of less than 50 degrees.

Hydraulics: Hydraulic pump shall produce 16 GPM at 1,000 RPM. Operating pressure shall-be 2,500 PSI. Pump shall have sufficient capacity to raise dump body to full 50 degree dump angle in 20 or fewer seconds at 1,000 RPM. Cylinder shall be single acting. Cylinder shall have internal bypass at end of stroke to prevent build up of pressure. Hydraulic hose shall be compatible with operating pressure specified. A hot shift PTO is to be provided with the pump specified.

Control: The controls shall be tower mounted "Felsted" type cables with Neoprene coating, bulkhead fitting and 5/16" inner core diameter. Valves shall be three position (raise, hold, lower) providing metered flow for total control through out the dump cycle.

Miscellaneous: The supplier of the dump body shall provide two gear PTO for transmission, OSHA safety prop, backup alarm and D.O.T. lighting for the body.

Cab Shield: Shall be 10 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. Cab shield shall be 88 inches wide, and shall project over cab 24 inches, and shall attach to dump body by bolting. Horizontal portion shall have 9 degree slope, and shall have two intermediate braces on top side.

ATTACHMENT #1

Item #1-A (Page 1) consists of the Heavy Duty Truck Cab & Chassis with Mounted Dump Body of the Specifications with the following exception:

Reference Page 7:

DELETE THE FOLLOWING:

TRANSMISSION: Allison MD3550WR-P 5 Speed Electronic Control Automatic **OR EQUAL.** W/Retarder.

ADD THE FOLLOWING:

TRANSMISSION: Manual multi-speed of the proper type, style and torque rating to provide adequate service in stop & go operations as recommended by the Manufacturer.

CLUTCH: Heavy Duty as recommended by the Manufacturer.

ITEM 2. **HEAVY DUTY TRUCK CHASSIS - FLAT BED DUMP TRUCK APPLICATION**

COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES REQUIREMENTS AS LISTED BELOW.

MINIMUM SPECIFICATIONS ONLY

BODY STYLE: Conventional Cab/Chassis

WHEELBASE: As Required to conform to requirements of 18' Flat Bed Dump.

CAB/AXLE DIMENSION: As Required to conform to requirements listed above.

DIESEL ENGINE: 6 CYL. **MINIMUM ONLY:** 725 C.I.D. 12.0 Litre Displacement, 300 H.P. @ 1950 R.P.M., 1080 lb-ft Torque @ 1200 R.P.M.-110 Volt 2000 Watt Engine Block Heater, Dry Type Air Cleaner with Restriction Indicator, Automatic Warning System with Automatic Shut Down, Spin-On Fuel Filters, Vertical Exhaust.

MANDATORY REQUIREMENT FOR CONSIDERATION.

PLEASE STATE:

MANUFACTURER:______________________________
MODEL DESIGNATION:_________________________
C.I.D. DISPLACEMENT:________________________
H.P. RATING:__________@__________**R.P.M.**
TORQUE RATING:__________@__________**R.P.M.**

TRANSMISSION: 5 Speed Automatic Allison HD-4560-R-P-S with External Auxiliary Cooler, Spin on Style Oil Filter and Grade Retarder.

GVW RATING: 43,000 LBS

SINGLE DRIVE Double Reduction style, 29,000 LB.

REAR AXLE: Cap. Mack Model RAD-29 **or equal**, with anti-sway Springs.

FRONT AXLE: 14,000 LB. Cap. Model FAW-14 Multi Leaf Spring Suspension **or equal**.

ALTERNATOR:	100 AMP.
BATTERIES:	2500 CCA. w/ Fiberglass Box
FUEL SYSTEM:	75 Gal. Cap Steel Tank,
COOLING SYSTEM:	1050 Sq.In 3 Row Core Radiator, SiliconeHoses,Filter/Conditioner.
STEERING:	Integral Hydraulic Power Assist
WHEELS & TIRES:	24.5 Steel Disc 10 Hole Budd Type Goodyear G-124 Steel Belt Radial Tires on Drive Wheels and Goodyear G-159 on Steering axle with necessary Ply Rating and Load Range Rating to be compatible with required GVW.
RADIO:	O.E.M. AM/FM
FLOOR COVERING:	Non-Skid Vinyl/Rubber
SEAT:	H.D Vinyl High Back Air Ride Drivers Seat, Low Back Stationary Passenger Seat.
CAB:	Standard Manufacturers Current Model Year, Equipped with O.E.M. Heater and Air Conditioner capable of maintaining sufficient temperature control and air flow for operator comfort.
COLOR:	EXTERIOR-White INTERIOR-Grey
WIPERS:	2 Speed Intermittent
MIRRORS:	Left/Right Heated West Coast Style, with 4" Convex Spot Mirrors ArmMounted below the standard mirrors. 6" Pedestal Mounted Convex Safety Mirror shall be furnished at right front corner of cab.
GLASS:	Tinted, Maximum Glass area offered by the Manufacturer shall be made available, including Visibility Window in Right Hand Door.
BRAKE SYSTEM:	Bendix 13.2 CFM Compressor **or equal.** 16-1/2"X 6"Front, 16-1/2" X 7"Rear, Rockwell Automatic Slack Adjusters on all positions, 2 Rear Parking Brake Chambers, Bendix Heated Air Drier, Out Board Drums.

SAFETY EQUIPMENT: Electronic Back-Up Alarm, 5 Roof Mounted Marker Lamps, Frame Mounted Front Tow Hooks, Single Air Horn, 3 Point Retractable Seat Belts, Interior Sun Visor-Both Sides, Manual Reset Circuit Breakers, Double Frame.

18' DUMP BED

Dimensions:

Length:	18'
Width:	8'
Inside length:	17'8"
Inside width:	92"

Construction:

Sides and end rails:	5" Structural channel (6.7#/ft)
Cross sills:	4" Structural channel 5..4#/ft) Cross sills are to be fully gusseted to the long sills
Long sills:	7" Structural channel (11.5#/ft)
Floor:	3/16" T-1 alloy steel (110,000 PSI minimum yield strength, 180,000 PSI minimum tensile strength and 225 BHN)

Sides & Header: 48" High header of 10 gauge (50,000 PSI yield strength) smooth steel with expanded metal window. 12" sides of 10 gauge (50,000 PSI minimum yield strength) with provision made for 12" drop in extension to raise sides, 15" formed 10 gauge stakes on 24" centers (stakes toextend from bottom of side rails to top rail of side). 2" X 2" X 1/4" square type top rails. Stakes, top rails and sides to be continuously welded. The sides are to be removable.

Tailgate: 24" Double acting tailgate with dump body type hardware. Construction of 10 gauge hi-tensile steel. The tailgate is removable. Control handle at driver's side front of the body. Tailgate latch shall be retractable type safety latch.

Lights: Four corner and three identification lights and four corner reflectors (bolt-on). Lights must conform to FMVSS108.

Safety Stands: Dual safety body props. OSHA approved and mounted on each side of the dump body.

Hoist: Hoist shall meet NTEA/TBEA Class 70 performance requirement. Hoist shall be three stage front mount telescopic type. All fabricated hoist parts shall be of high strength alloy steel with minimum yield strength of 50,000 PSI. All hoist and rear hinge bearing surface shall be zerk lubricated. Body prop shall be provided to support empty body in raised position for servicing.

The hoist shall be single acting and designed for use as a dump hoist. The hoist shall have a 5" first moving stage, 4" second moving stage and 3" third moving stage. The hoist shall provide 26 tons lift capacity (NTEA Class 70). The cylinder shall have not less than 140 inches of stroke and provide for a dump angle of less than 50 degrees.

Hydraulics: Hydraulic pump shall produce 16 GPM at 1,000 RPM. Operating pressure shall-be 2,500 PSI. Pump shall have sufficient capacity to raise dump body to full 50 degree dump angle in 20 or fewer seconds at 1,000 RPM. Cylinder shall be single acting. Cylinder shall have internal bypass at end of stroke to prevent build up of pressure. Hydraulic hose shall be compatible with operating pressure specified. Hot Shift PTO is to be provided with the pump specified.

Control: The controls shall be tower mounted "Felsted" type cables with Neoprene coating, bulkhead fitting and 5/16" inner core diameter. Valves shall be three position (raise, hold, lower) providing metered flow for total control through out the dump cycle.

Miscellaneous: The supplier of the dump body shall provide two gear PTO for transmission, OSHA safety prop, backup alarm and D.O.T. lighting for the body.

Cab Shield: Shall be 10 gauge high strength alloy steel with minimum yield strength of 50,000 PSI. Cab shield shall be 88 inches wide, and shall project over cab 24 inches, and shall attach to dump body by bolting. Horizontal portion shall have 9 degree slope, and shall have two intermediate braces on top side.

ATTACHMENT #2

Item #2-A (Page 2) consists of the Heavy Duty Truck Cab & Chassis with Mounted Dump Body of the Specifications with the following exception:

Reference Page 12:

DELETE THE FOLLOWING:

TRANSMISSION: 5 Speed Automatic Allison HD-4560-R-P-S with External Auxiliary Cooler, Spin on Style Oil Filter and Grade Retarder.

ADD THE FOLLOWING:

TRANSMISSION: Manual multi-speed of the proper type, style and torque rating to provide adequate service in stop & go operations as recommended by the Manufacturer.

CLUTCH: Heavy Duty as recommended by the Manufacturer.

BIDDERS LIST

HEAVY DUTY TRUCK CHASSIS

1. *RON BLACKWELL FORD TRUCK CENTER*
   P.O.BOX 608
   BENTONVILLE, AR 72712
   ATTN: LARRY EDEN
   501-756-9461

2. *OZARK TRUCK SALES*
   P.O. BOX 6247
   SPRINGDALE, AR 72766
   501-756-1200

3. *BUCY EQUIPMENT CO., INC.*
   P.O. BOX 97
   RECTOR, AR 72461
   800-537-8699

4. *DAVIS TRAILER & TRUCK EQUIPMENT, INC.*
   P.O.BOX 4007
   LITTLE ROCK, AR 72214
   800-233-1335

5. *SHIPLEY MOTOR EQUIPMENT CO.*
   P.O.BOX 250
   LOWELL, AR 72745
   501-631-7653

6. *McNEILUS TRUCK & MANUFACTURING, INC.*
   P.O.BOX 458
   HUTCHENS, TEXAS 75141
   214-225-2313

7. *CRANE CARRIER COMPANY*
   P.O.BOX 582891
   TULSA, OK 74158
   ATTN: R.W.BUTLER
   918-836-1651 FAX 918-832-7348

8. *BARTON FREIGHTLINER, INC.*
11700 VALENTINE RD.
NORTH LITTLE ROCK, AR 72117
ATTN: DON ROBBINS
800-562-8875 - FAX 501-955-3235

9. *REEDER SIMCO TRUCK CENTER, INC.*
3421 SOUTH ZERO
FORT SMITH, AR 72908
ATTN: KEN PLEMMONS
800-643-2013 FAX 501-646-0533

10. *WASTE RESEARCH, INC.*
P.O. BOX 998
CHOUTEAU, OK 74337
ATTN: WAYNE FIELDS
800-880-9278

11. *JOPLIN FORD*
3000 RANGELINE
JOPLIN, MO 64804
ATTN: SHERYL SULLINGER
417-623-5660 FAX: 417-623-7305

12. *TULSA TRUCK*
P.O.BOX 9546
TULSA, OK 74157
ATTN: LEE SAWIN, Jr.
800-375-4979

13. *PETERBILT OF SPRINGDALE*
P.O.BOX 6310
SPRINGDALE, AR 72766
ATTN: DENNIS MARTIN
800-825-7383 FAX: 501-361-2128

14. *NORTHWEST ARKANSAS TRUCK & EQUIP., INC.*
P.O.BOX 89
Springdale, AR 72765
Attn: Tim McConnell
800-495-4551 FAX: 501-751-0836

IB.26

IC.1

STAFF REVIEW FORM

X AGENDA REQUEST
___ CONTRACT REVIEW
___ GRANT REVIEW

For the Fayetteville City Council meeting of August 4, 1998

FROM:

Paul Hawkins	WWTP	Public Works
Name	Division	Department

ACTION REQUIRED:
Approval of a resolution awarding bid number 98-58 to the lowest bidder, Ark-O Petroleum Inc. in the amount of $44,400 plus contingency of $6,660 to upgrade the underground storage tanks at the Fayetteville wastewater treatment facility and the sludge management site.

COST TO CITY:

$51,060.00	$ 201,180.00	Plants Pumps &Equip.
Cost of this Request	Category/Project Budget	Category/Project Name
5400-5800-5801-00	$ 116,392.00	WWTP Capital
Account Number	Funds Used To Date	Program Name
96045-1	$ 84,788.00	Water & Sewer
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item ___ Budget Adjustment Attached

[signature] for SLO 7-16-98
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

Marilyn J. Cramer — Accounting Manager — Date 7-16-98
Yolanda Fields — Internal Auditor — Date 7-17-98 ✓
[signature] — City Attorney — Date 7-16-98
ADA Coordinator — Date
PVice — Purchasing Officer — Date 7-15-98

STAFF RECOMMENDATION:

Approve and award bid 98-58 to Ark-O Petroleum Inc.

Billy J. Ammons — Division Head — Date 13 Jul 98
[signature] — Department Director — Date 15 JUL 98
[signature] — Administrative Services Director — Date 7/20/98
Mayor — Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #: ____

Orig Contract Date: ____

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IC.2

OMI

MEMORANDUM

TO: Mayor Fred Hanna and Fayetteville City Council Members

Thru: Kevin Crosson, Public Works Director KC

FROM: Billy Ammons, (PCP) Project Manager
Paul Hawkins, (PCP) Maintenance Manager

DATE: July 15, 1998

SUBJECT: Bid award recommendation #98-58, Underground Storage Tanks

Preference the attached Agenda Request for award of bid 98-58.

We recommend the approval and award of bid number 98-58 to the lowest bidder, Ark-O Petroleum Inc., in the amount of $44,400 plus contingency of $6,660 to upgrade the underground storage tanks at the Fayetteville wastewater treatment facility and the sludge management site. The fuel storage tanks need to be upgraded in order to comply with new EPA regulations which will become effective and enforced at the end of 1998. Significant fines up to $10,000 for each violation per day could possibly be levied upon the City of Fayetteville for noncompliance with the new regulations.

Earlier advertisement for bids was unsuccessful as no bids were received. After advertising for the second time, Ark-O Petroleum was the only company to bid on the project. Ark-O Petroleum is one of only two companies in this area that are EPA certified to upgrade storage tanks. Ark-O Petroleum bid only after some coaxing from OMI and City personnel. Charles Glass, owner of Ark-O Petroleum, stated that any delays would be cause for withdrawal of his bid to do the project. Further, he stated that he will not bid on this project again because of the time frame involved. He does not need the business because of the high demand for this type of work as the deadline for having underground storage tanks upgraded approaches.

The reason Ark-O Petroleum submitted a bid at this time is because we have worked with them in the past and have had a good working relationship. This is a very important upgrade on the existing storage tanks. All of the tanks will be out of compliance if the upgrades are not accomplished by December 22, 1998. The tanks were installed in the 1980's when the regulations for underground storage tanks were not as stringent. Therefore overfill protection, monitoring devices etc. were not specified nor provided at the time of installation.

We would appreciate your prompt attention to this request for placement and approval on your next Fayetteville City Council Meeting to avoid EPA noncompliance and possible fines.

REQUEST FOR VENDOR FILE MAINTENANCE

(CHECK ALL AVAILABLE RESOURCES, VENDOR LIST, ACCESS SYSTEM PRIOR TO SUBMISSION OF THIS REQUEST)

DATE OF REQUEST: 07/13/98 REQUESTED BY: Paul Hawkins

DEPT/DIVISION: Public works DATE REQUIRED: 07/13/98

EXTENSION: 443-3292

TYPE OF SERVICE REQUESTED:

NEW VENDOR: X VENDOR CHANGE: ____ VENDOR RE-ENTRY: ____

VENDOR NAME: Ark-O Petroleum Inc.

STREET OR P.O. BOX: PO Box 248, (391 Jean Mary Avenue)

CITY: Tontitown

STATE: AR ZIP CODE: 72770

ATTN: ____ PHONE: 501-361-3000

Fax: ____

TYPE OF ORGANIZATION

FEDERAL ID NUMBER: 71-0769297
OR
SOCIAL SECURITY NUMBER: ____

CORPORATION (100): X
PARTNERSHIP (200): ____
INDIVIDUAL (300): ____
EMPLOYEE (400): ____
500): ____

PURCHASING OFFICE USE ONLY

NEW VENDOR: ____ ENTERED BY: ____

VENDOR CHANGES: ____ DATE: ____

VENDOR RE-ENTRY: ____ G L FILE: ____

INVENTORY FILE: ____

IC.4

Attn: Paul

INVITATION TO BID

BID #	DATE ISSUED:	DATE AND TIME OF OPENING:
98-58	June 16, 1998	July 2, 1998, at 1:30 p.m.

BUYER:	DATE REQUIRED:
City of Fayetteville, AR	As scheduled by Project Manager

F. O. B.	BUYER'S PHONE #	GUARANTEED DELIVERY DATE:
Fayetteville, AR	(501) 575-8289	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	PER ATTACHED SPECIFICATIONS:			
1	Upgrade Underground Storage Tanks per attached Specifications & Drawings.	1		35,000.00
2	Trench & Safety	1		9,400.00
	Install spill containment, overfill protection tube and Cathodic protection on fuel pipes. Upgrade tanks to comply with new Federal Standards.		**TOTAL:**	44,400.00

SUBCONTRACTORS:

Install automatic tank gauges.

Project Manager to contact for site visit is Mr. Paul Hawkins at 443-3292.

5% BID BOND REQUIRED WITH BIDS SUBMITTED OVER $20,000.

CONTRACTOR'S LICENSE# 0019990399

Mandatory on bids $20,000 or more.

100% Performance & Payment Bond required on contracts of $20,000 or more before notice to proceed is given.

RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:
See attached Exhibit "A"

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: Ark-O Petroleum Equipment, Inc.	PHONE: 361-3000	FEDERAL ID# 71-0769297
	BUSINESS ADDRESS: P. O. Box 248, 391 Jean Mary Avenue	CITY AND STATE: Tontitown, AR	ZIP: 72770
	AUTHORIZED SIGNATURE:	TITLE: President	DATE: 7/1/98

IC.5

ARK-O
PETROLEUM EQUIPMENT, INC.

391 Jean Mary Avenue
P.O. Box 248
Tontitown, AR 72770
(501) 361-3000

Installations Sales Service

Exhibit "A" - Bid #98-58 - City of Fayetteville, AR

ANY underground utility lines and pipes that cross the path of the fuel lines will not be the responsibility of Ark-O Petroleum Equipment unless duly marked by the City of Fayetteville.

Start date at this time is approximately eight weeks. Lead time increases on a daily basis. Anticipated completion will be fifty days from start date.

This proposal does not include any figure for removal of caved material, rock, water or underground obstructions encountered. It does not cover flotation of tanks for any reason. Should caving occur, or rock, water or any underground obstruction be encounterd, or should any tank float, the work shall stop until such time as a specific agreement can be reached for removal of said obstruction, caved material, water, rock or repair or reburying of the floated tank and the payment for such additional expense.

INCON
INTELLIGENT CONTROLS,INC.

PO BOX 638
SACO ME 04072 USA
TEL. 207-283-0156
TOLL FREE 1-800-984-6266
FAX: 207-282-9002

INCON WARRANTY POLICY

TS-1000/2000 A.T.G. Systems

INCON guarantees that any complete automatic tank gauge system (A.T.G.) shall be free from defects in workmanship for a period of twelve months after installation, or for eighteen months from date of shipment, whichever occurs first. INCON, at its discretion, will either replace, or repair defective equipment at no cost to the end user during the warranty period. Any replacement parts are guaranteed for the remainder of the original system warranty or ninety days (90) days whichever is less.

- INCON will honor warranty claims only through INCON authorized service companies and distributors.
- INCON will only warranty service work performed by INCON trained and certified technicians.

TS-LLD Electronic Line Leak Detector

INCON warrants the electronic line leak detector (TS-LLD) for a period of twelve months after installation, or for eighteen months from date of shipment, whichever occurs first. This warranty is for parts only, no labor.

Miscellaneous

INCON warrants the following components of the A.T.G. system for ninety (90) days parts only: TS-M, TS-MLS, TS-HOST, and TS-LOG.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

There are no warranties which extend beyond those expressly set forth in this document. INCON disclaims and excludes all implied warranties including without limitation those pertaining to merchantability and fitness for a particular purpose. INCON expressly disclaims and excludes any liability for consequential or incidental damages for breach of any expressed or implied warranty arising in connection with this product, including without limitation, purchaser's loss of stored liquids, or damage to the ground, underground or environment, whether arising under theories of tort, negligence, strict liability, contract or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages or a limitation on the duration of implied warranties, so the above limitation or exclusion may not apply to your circumstances. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

IC.7

Bank of Elkins
201 N. East Avenue
Fayetteville, AR 72701

July 8, 1998

TO THE CITY OF FAYETTEVILLE:

This letter will confirm that our bank guarantees payment, upon your written request, the amount of **$2,220.00** on behalf of Charles Glass and Ark-O Petroleum, Inc. This letter serves as bond in support of Mr. Glass' bid on certain city projects.

This guarantee expires 30 days from above date unless extended in writing.

Please contact the undersigned at 521-1490 if there are any questions.

Johnnie Qualls
Executive Vice President

CONTRACT

This contract executed this _____ day of __________, 1998, between the City of Fayetteville, Arkansas, hereinafter called the City, and Ark-O Petroleum Inc., hereinafter called the Contractor, and having an address at 391 Jean Mary Avenue, Tontitown, AR.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contractor at his own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 98-58 as stated in CONTRACTOR'S PROPOSAL, and in accordance with specifications attached hereto and made a part hereof under Bid #98-58, all included herein as if spelled out word for word.

2. The City shall pay the Contractor based on prices indicated in Contractor's Proposal. Progress payments will be made after approval and acceptance of work and submission of invoice. Amount of contract not to exceed $ 44,400.00.

3. The Contract documents which comprise the contract between the City and the Contractor consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 98-58 with the specifications and conditions typed thereon.

   B. The Contractor's proposal.

   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.

5. Contractor shall not assign his duties under the terms of this agreement.

6. Contractor agrees to hold the City harmless and indemnify the City, against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. The Contractor shall furnish a certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

<u>Workers' Compensation</u>		Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>		
	Bodily Injury Liability	\$250,000 for each person injured. \$500,000 for each accident.
	Property Damage Liability	\$250,000 for each accident. \$500,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

8. If contract exceeds \$20,000, Contractor agrees to furnish a Performance Bond, approved by the City, guaranteeing the performance of this contract, for not less than one hundred percent of the amount of this contract. Said performance bond shall be conditioned on full and complete performance of this contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements. The Contractor agrees to furnish proof of licensure as required under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature.

9. Contractor agrees to begin work within Sixty 60 DH ~~ten (10)~~ days of notice to proceed and complete the work within 100 ~~30~~ calendar days thereafter. Liquidated damages of \$100 per day shall be assessed at the option of the City, not as a penalty, beginning on the first day following the completion time to cover additional costs.

10. All work called for herein shall be coordinated directly with the Project Manager or their designee, at 443-3292.

11. This contract may be terminated by the City with 10 days written notice.

12. Contractor shall be responsible for meeting compliance with ADA regulations.

WITNESS OUR HANDS THIS_______DAY OF _____________, 1998.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY_________________________
MAYOR

ATTEST: CITY CLERK

____

Ark-O Petroleum, Inc.
FIRM NAME

ATTEST: SECRETARY

BY_________________________
NAME AND TITLE

____

391 Jean Mary Av. Tontitown, AR
BUSINESS ADDRESS

BID: 98-58
DATE; 7/8/98
TIME: 1:30 PM
CITY OF FAYETTEVILLE

DESCRIPTION: UNDERGROUND STORAGE UPGRADE

BIDDER	ITEM #1
ARK-O PETROLEUM	**$44,400.00**

P Vice
P Vice Purch Mgr

B Williams 7/8/98
Witness Date

STAFF REVIEW FORM

AGENDA REQUEST

For the Fayetteville City Council Meeting of August 4, 1998

FROM:

Alett Little **Planning Division** **Public Works Department**

ACTION REQUESTED:

VA ' 98-8.00: Utility Easement Vacation (Richard Rush) This utility easement vacation as requested by Richard Rush for property located at 2097 Hailey Drive (Madison subdivision east of Starr Drive and south of Highway 45). The property is zoned R-1, low density residential. The northeast corner of the house extends into the utility easement approximately 1.73 feet. The request is to vacate only that part of the easement on which the house encroaches, approximately 5 square feet. Please refer to the enclosed survey plat from Alan Reid, dated May 4, 1998.

STAFF RECOMMENDATION:

The staff forwards the Planning Commission recommendation for approval by a unanimous vote of 7-0-0. Commissioners Ward and Hoffman were not present for the vote.

Alett Little — 7.16.98
Alett Little, Division Head — Date

7-16-98
City Attorney — **Date**

17 JUL 98
Public Works Director — **Date**

7/20/98
Administrative Services Director — **Date**

Mayor — **Date**

Cross Reference:
New Item: Yes No

MINUTES OF A MEETING OF THE PLANNING COMMISSION

A regular meeting of the Planning Commission was held July 13, 1998 at 5:30 p.m. in Room 219 of the City Administration Building, 113 W. Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT: Conrad Odom, Lee Ward, Sharon Hoover, Bob Estes, John Forney, Phyllis Johnson, Bob Reynolds and Gary Tucker

MEMBERS ABSENT: Lorel Hoffman

STAFF PRESENT: Alett Little, Jim Beavers, Tim Conklin, Dawn Warrick, Debra Humphrey, and members of the press.

Chairman Odom called the meeting to order with 7 commissioners present.

CONSENT AGENDA

Chairman Odom introduced consideration of items which may be approved by motion or by resolution and which may be grouped together and approved simultaneously under a consent agenda:

APPROVAL OF THE MINUTES FOR JUNE 22, 1998

CU 98-12.00: CONDITIONAL USE (ROBERT MCANARNEY) 4045 NORTH HILLSIDE TERRACE

This item was submitted by Jorgensen & Assoc. on behalf of the applicant for property located at 4045 North Hillside Terrace. The property is zoned R-1, Low Density Residential, and contains approximately 2.64 acres. The request is for a tandem lot.

LS 98-25.00: LOT SPLIT (ROBERT MCANARNEY) 4045 NORTH HILLSIDE TERRACE

This item was submitted by Jorgensen & Assoc. on behalf of the applicant for property located at 4045 North Hillside Terrace. The property is zoned R-1, Low Density Residential, and contains approximately 3.5 acres. The proposed lot split will create a tandem lot containing approximately 2.64 acres and the remaining tract will contain approximately 0.82 acres.

STAFF'S RECOMMENDATION:

Approval of the requests based on the findings included as part of this report and subject to the Planning Commission making the findings required by §160.091 and §160.195 and to the following conditions:

1. Trash pickup will be from Hillside Terrace and the owner of the tandem lot shall be responsible for bringing garbage cans to the street prior to pick up.
2. All comments from technical plat review and subdivision meetings.
3. Extension of water and sewer to serve the new lot shall be constructed or guaranteed prior to the filing of warranty deeds.

FINDINGS:

1. The applicant has paid the filing fee and submitted an applicant citing §160.091 as the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.
2. The Planning Commission is empowered under §160.091 to grant the conditional use for a tandem lot in an R-1 Zoning District.
3. A 40' right of way provides access to the tandem lot.
4. Garbage pickup will be at the street for the tandem lot.
5. The existing house is currently being served by utilities.
6. The project meets the required setbacks for a tandem lot.
7. The project is compatible with adjacent and other properties in the district.

<u>VA 98-8.00: UTILITY EASEMENT VACATION (RICHARD RUSH)</u>
<u>2097 HAILEY DRIVE</u>

This utility easement vacation as requested by Richard Rush for property located at 2097 Hailey Drive (Madison subdivision east of Starr Drive and south of Highway 45). The property is zoned R-1, low density residential. The northeast corner of the house extends into the utility easement approximately 1.73 feet. The request is to vacate only that part of the easement on which the house encroaches, approximately 5 square feet. Please refer to the enclosed survey plat form Alan Reid, dated May 4, 1998.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

OZARKS Electric - no objection.
Arkansas Western Gas - no objections.
SW Bell - no objections

IIIA.4

SWEPCO - no objections
TCA Cable - no objections

City of Fayetteville:
Water/Sewer - no objections
Street Department - no objections

STAFF'S RECOMMENDATION:

Approval of easement vacation.

AD 98-20.00: EASTON PARK SUBDIVISION (REQUESTED VARIANCE) CRESTLINE ROAD AND NEWTON BOULEVARD

Street design standards for Easton Park Subdivision - requested variance.

The engineers for the subdivision request a variance from the street design standards of the subdivision regulations for the intersection design of Crestline Road and Newton Boulevard (refer to the Easton preliminary plat). Specifically, Jorgensen requests a street grade of 5% for 140 feet for Crestline Road coming onto Newton Boulevard. The street design standards require a 4% maximum grade for the first 100 feet of the intersection.

The street design standard of 4% maximum was adopted by ordinance in 1976 (refer to 159.50 of the Subdivision Regulations). The previous, and the current revised street standards, are a segment of the subdivision regulations. §159.46 (variances) of the subdivision regulations state that it is the Planning Commission, not staff, which has the authority to grant a variance to the design standards.

Jorgensen requests the variance to reduce the cut for the street construction from 4 feet to 1.5 feet. Crestline is a relatively short street serving 8 lots and connects the future Township Street extension within the subdivision to the proposed Newton Boulevard.

Based upon the relatively short street segment and the fact that the residents can access Township approximately 380 feet south of Newton, Engineering Division supports the applicant's request for this specific variance.

STAFF'S RECOMMENDATION:

Approval of the requested variance.

There were no public comments or planning commission requests to pull any item from the consent agenda.

Upon roll call the consent agenda was approved on a vote of 7-0-0. Commissioners Ward and Hoffman were not present.

PC Meeting of 13 July 98

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Utility Easement vacation
Richard Rush

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Jim Beavers, P.E.
DATE: 7 July 98

Project: **VA 98.00-8.00**: Utility easement vacation as requested by Richard Rush for property located at 2097 Hailey Drive (Madison subdivision east of Starr Drive and south of Highway 45). The property is zoned R-1, low density residential The northeast corner of the house extends into the utility easement approximately 1.73 feet. The request is to vacate only that part of the easement on which the house encroaches, approximately 5 square feet. Please refer to the enclosed survey plat foem Alan Reid dated May 4, 1998.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

OZARKS Electric - no objections.
Arkansas Western Gas - no objections.
SW Bell - no objections.
SWEPCO - no objections.
TCA Cable - no objections.

City of Fayetteville:
Water/Sewer - no objections.
Street Department - no objections.

The applicant has also notified the adjacent property ownerswho have provided forms for the file stating that they have no objections to the proposed utility easement vacation.

Recommendation: Approval of easement vacation.

PLANNING COMMISSION ACTION: __yes__ **Required**
______ **Approved** ______ **Denied**

Date: ___/___/___

Comments:

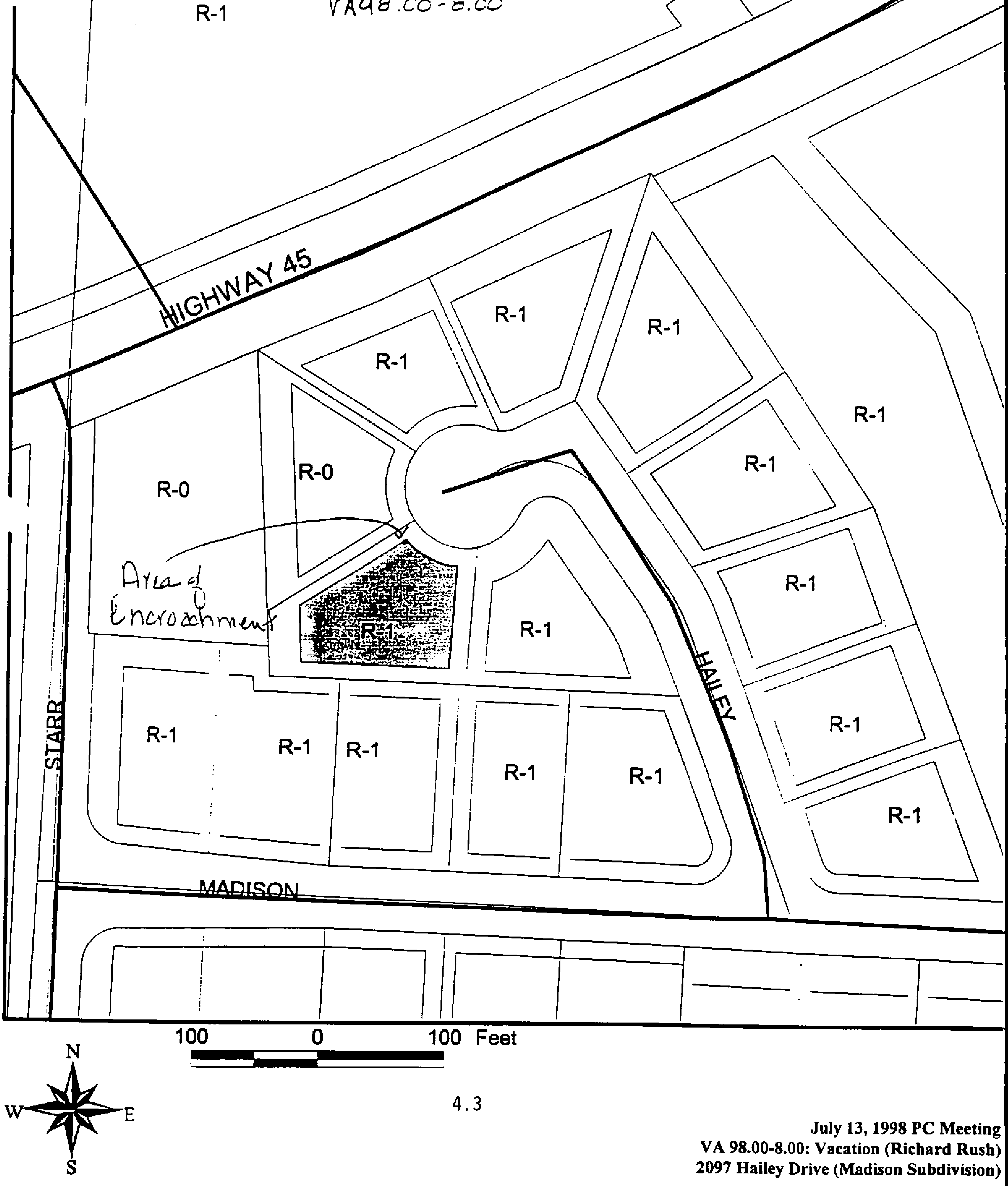
CITY COUNCIL ACTION: ___yes___Required
_______Approved _______Denied

Date: ___/___/___

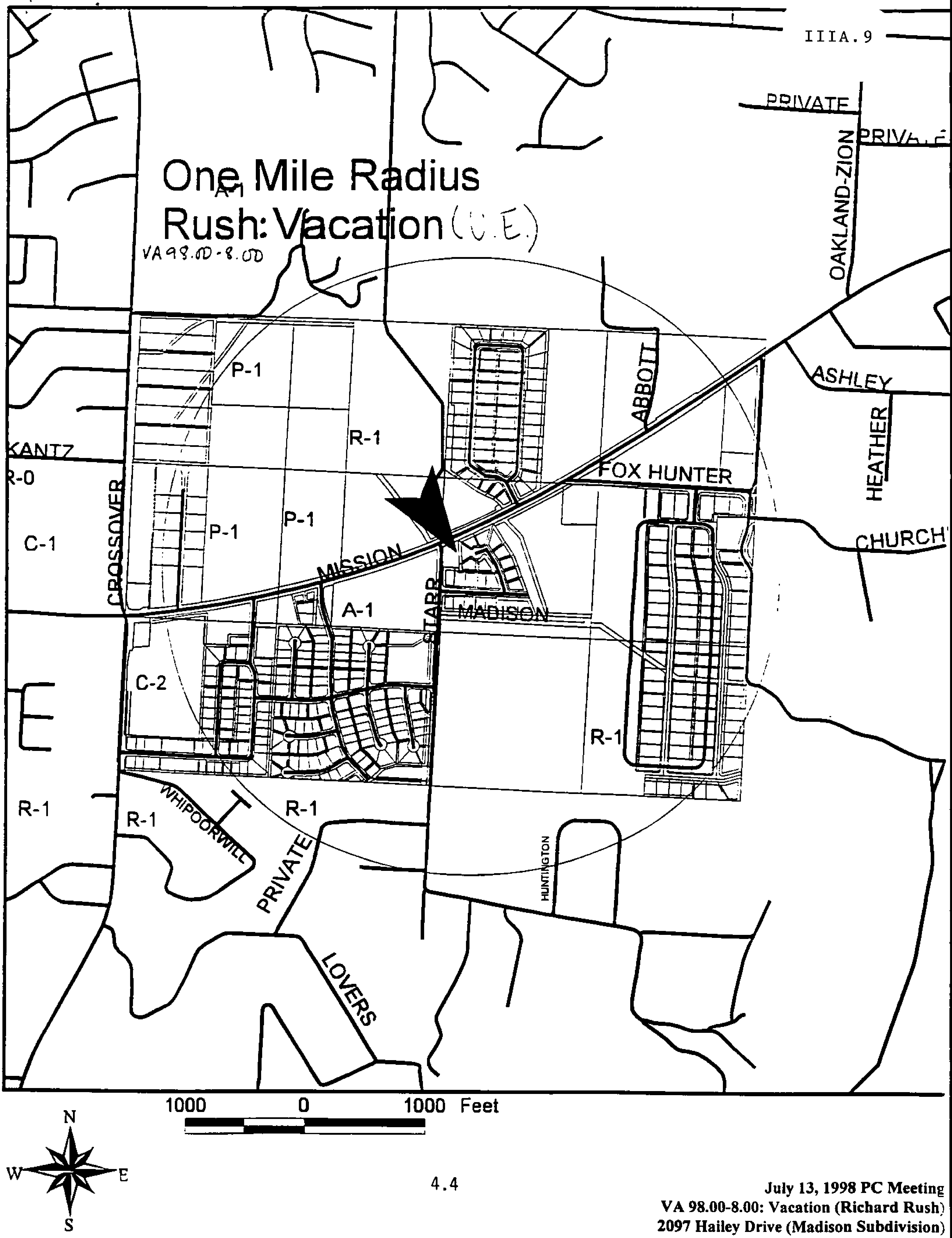
IIIA.8

Close up
Rush: Vacation (V.E.)

VA98.00-8.00

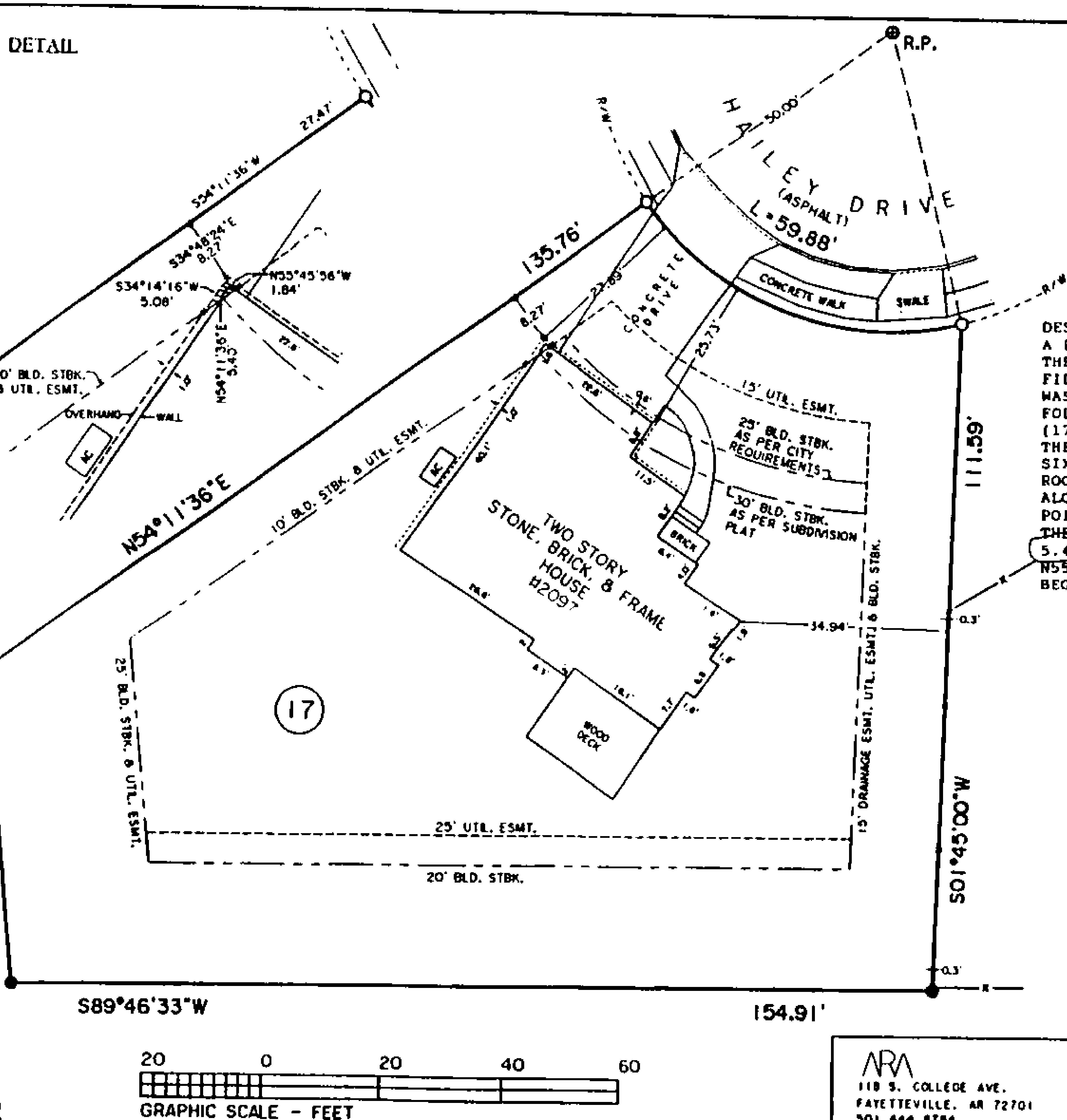


July 13, 1998 PC Meeting
VA 98.00-8.00: Vacation (Richard Rush)
2097 Hailey Drive (Madison Subdivision)



July 13, 1998 PC Meeting
VA 98.00-8.00: Vacation (Richard Rush)
2097 Hailey Drive (Madison Subdivision)

IIIA.10



DESCRIPTION OF UTILITY EASEMENT TO BE VACATED
A PART OF LOT NUMBERED SEVENTEEN (17), MADISON AVENUE SUBDIVISION IN THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT SEVENTEEN (17), SAID POINT BEING A SET IRON ON THE RIGHT-OF-WAY OF HAILEY DRIVE; THENCE S54°11'36"W ALONG THE BOUNDARY BETWEEN LOTS SEVENTEEN (17) AND SIXTEEN (16) 27.47 FEET; THENCE S34°48'24"E 8.27 FEET TO THE EXISTING ROOF OVERHANG AT THE NORTHWEST CORNER OF THE HOUSE; THENCE S34°14'16"W ALONG THE ROOF OVERHANG ON THE WEST SIDE OF THE HOUSE 5.08 FEET TO A POINT ON THE SOUTHERLY LINE OF A TEN (10) FOOT UTILITY EASEMENT; ~~THENCE N54°11'36"E ALONG THE SOUTHERLY LINE OF SAID UTILITY EASEMENT~~ 5.40 FEET TO THE ROOF OVERHANG ON THE NORTH SIDE OF THE HOUSE; THENCE N55°45'56"W ALONG SAID ROOF OVERHANG 1.84 FEET TO THE POINT OF BEGINNING.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
ALAN REID

LOT NUMBERED SEVENTEEN (17), MADISON AVENUE SUBDIVISION IN THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

BUYER: MARTY AND AMANDA CALE
SELLER: RICHARD AND STACEY RUSH
ADDRESS: 2097 HAILEY DRIVE
FAYETTEVILLE, ARKANSAS

LEGEND

- ● FOUND IRON PIN
- ⊙ FOUND PIPE
- ☐ CONCRETE MONUMENT
- FOUND R.R. SPIKE
- ○ SET IRON PIN
- ⊕ COTTON SPINDLE
- \+ COMPUTED CORNER
- △ RIGHT-OF-WAY MON.

ARA
118 S. COLLEGE AVE.
FAYETTEVILLE, AR 72701
501 444 8784
Fax 444 0964

Alan Reid
& ASSOCIATES
PROFESSIONAL LAND SURVEYORS

NAME	WASHINGTON COUNTY ABSTRACT		
CITY	FAYETTEVILLE	COUNTY	WASHINGTON
STATE	ARKANSAS	DATE	MAY 4, 1998
SCALE	1" = 20'	JOB NO.	98144

First Night Fayetteville

Fayettevile Millennium Celebration
"Share the Spirit of Community: Honor the Past - Awaken the Future"

As we approach the turn of the Millennium, public awareness of this epic moment and the energy level of activities for its proper observation will continue to mount. Mayors and city councils in an increasing number of municipalities are announcing formalized plans to mark the Millennium by exploring the potential of this unique moment for the benefit of their cities.

Millennium is a transition across time, a journey loaded with history and expectation. As we embark on this journey we realize that it is not a solo journey on a single path. Rather we travel it on multiple paths which connect us with others for the benefit of all.

Our community has a unique opportunity and responsibility to mount a creative and meaningful public celebration of the Millennium. A momentous occasion which takes place once in a thousand years deserves reflection as well as celebration. We need to honor and acknowledge our past, then move beyond one thousand years of accumulated history to begin the next thousand years with hope and optimism. We must not let ourselves sleep through this important moment in time, nor allow ourselves to wake up to the new century with a hangover.

Fayetteville's celebration of the Millenium can be a search for excellence. We must ensure that we go beyond mere food and entertainment and include meaningful public participation.

In moving towards the Millenium, *inclusivity* is a primary goal. All sectors of our community should be involved in discussions of the celebration as well as the planning and actual participation.

Ceremonies and activities allowing for thoughtful public interaction are vital in a Millenium celebration. Programs which involve public conversations through meetings, conferences, forums and panels have the goal of engaging people in creative dialogue. Such dialogue would allow for reflecting upon the past, while giving voice to the future.

Another aspect of our Millennium celebration would be to identify community based projects, galvanizing people around common interests. Such programs would cover a broad range and might include reaching out to at-risk youth, honoring the city's and the regions past, illuminating oral histories, writing neighborhood histories, recognizing local heroes, or planting a Millennium Garden.

Tobi Kaufman, Coordinator
570 Vinson
Fayetteville, AR 72701
501-443-4797

We can also look for creativity to give focus to our Millennium celebrations as we share in the excitement and optimism of shaping our future. Some examples of creative projects are the following:
"Youth as Visionaries";
"One Hundred Portraits" featuring diverse Fayetteville citizens; and
"The Living Time Capsule," video community interviews.
Our search for excellence must reach beyond the symbolic and leave a lasting impact upon our communities. We must consider legacies to guide our youth into the future.

First Night Fayetteville envisions the coordination and promotion of projects for the year 2000 by working with major elements of Fayetteville's community: arts and culture; public education and higher education; business; civic groups; government, religious institutions, neighborhoods, and health and human service agencies.

First Night Fayetteville also would act as a conduit between Fayetteville and national Millennium resources and organizations. A few such resources are:
1. Creative America: A plan by The President's Committee on the Arts and the Humanities for a yearlong national observance of the Millennium from December 31, 1999 to January 1, 2001;
2. Arts, Millennial Time and Community, an initiative to involve people at the grassroots level;
3. Millennium Day Broadcast, a 24 hour global television event which includes 50 countries on the first day of the Millennium.

The First Night Fayetteville celebration for New Year's Eve, 1999/2000, has the potential for going down in history as the most creative civic observance ever held in Arkansas. However, in order to make it so, now is the time to begin the planning process. First Night Fayetteville is submitting this request for funding for this purpose.

First Night Fayetteville 1998 will serve as the kickoff for a yearlong process leading up to our Fayetteville Millennium Celebration. To convey our underlying philosophy of this yearlong process, may we share with you the words of Dr. Richard Landes, Director of Millennial Studies and Professor of History, Boston University:
Such reflections have important implications for the many millennial celebrations now in the early stages of development. Rather than the classic model of commemoration in which the planners compete with each other to provide ever more dazzling spectacles for a passive audience, a millennial celebration works best as a collective and participant activity - one that taps the grassroots energies and creativities of the larger population, one where, rather than having one city or country compete with the others, calls for cooperation and coordination.

FIRST NIGHT FAYETTEVILLE REQUEST FOR FUNDING
MILLENNIUM PLANNING

"Share the Spirit of Community:
Honor the Past - Awaken the Future"

1998 Millennium Community Art Project*		$ 500
1998 Time Capsule Community Art Project*		$ 500
Millennium Conference and One Follow-up Meeting - 200 people invited		
Invitations	$ 100	
Postage	$ 128	
Written materials	$ 100	
Supplies	$ 100	
Refreshments	$ 300	
SUB-TOTAL		$ 728
Community Involvement		
Multiple structures through which community can submit ideas		$ 250
Administrative Overhead		
Postage	$ 64	
Copying	$ 60	
Phone	$ 80	
Office Supplies	$218	
SUB-TOTAL		$ 422
In addition to Millennium planning funds, we are requesting funding for newspaper and radio advertising in areas outside of Fayetteville.		$3200 A +P
TOTAL		$5600.00

* Local artists will be commissioned to create art projects which will allow festival-goers to be interactive and participatory. The Millennium Project will provide a way for the public to write down their ideas for how they want to see the Millennium celebrated. The Time Capsule will provide the public with a structure for sharing their hopes for the future. First Night time capsules will be open each decadeand the contents shared publicly in a variety of ways - on cable, at Council meetings, on displays in schools and public buildings.

STAFF REVIEW FORM

X AGENDA REQUEST
____ CONTRACT REVIEW
____ GRANT REVIEW

For the Fayetteville City Council meeting of August 4, 1998

FROM:

Louise Schaper	Library	Public Works
Name	Division	Department

ACTION REQUIRED:
Approval of a resolution awarding a contract with Meyer, Scherer & Rockcastle, Ltd. in the amount of $36,747 to provide the Fayetteville Public Library with a master plan development study and the approval of contingency in the amount of $3,675 and a budget adjustment.

COST TO CITY:

$36,747.00	$ 0.00	Library Master Plan
Cost of this Request	Category/Project Budget	Category/Project Name
4470-9470-5314-00	$ 0.00	Library Improvements
Account Number	Funds Used To Date	Program Name
98093-1	$ 0.00	Sales Tax Capital
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ____ Budgeted Item X Budget Adjustment Attached

Kon Spry for SCD
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW: **GRANTING AGENCY:**

Accounting Manager Date
Internal Auditor Date
City Attorney Date
ADA Coordinator Date
Purchasing Officer Date

STAFF RECOMMENDATION:

Approve and award contract to Meyer, Scherer & Rockcastle, Ltd. and approve a budget adjustment.

Louise R Schaper 7/23/98
Division Head Date

Cross Reference

Department Director Date

New Item: **Yes** **No**

Administrative Services Director Date

Prev Ord/Res #:

Mayor Date

Orig Contract Date:

D:\DATA\WP-DATA\LIBRARY.AGD

To: Mayor Fred Hanna and Fayetteville City Council
Thru: Kevin Crosson, Public Works Director
From: Louise Schaper, Library Director
Date: July 23, 1998

Re: **Approval of Resolution Awarding Contract for Master Plan for Fayetteville Public Library 1998-2020**

The Fayetteville Public Library gratefully asks for your approval of the following request:

(1) Award a contract for a Master Plan for the Fayetteville Public Library 1998-2020 to Meyer, Scherer & Rockcastle, Ltd. in the amount of $36,747.
(2) A total project contingency of 10% in the amount of $3674.
(3) The related budget adjustment.

As a result of a request for proposal sent by the City in June to numerous architectural firms and library building consultants, six proposals were received. Meyer, Scherer & Rockcastle was chosen by the selection committee because of their in-depth experience in library planning and design. Jeff Scherer, principal-in-charge, is a Forth Smith native and a graduate of the UA School of Architecture. He has designed more than 40 libraries and museums throughout the country. He is the principal architect for the Fort Smith Public Library project and provided consulting services to the Springdale Public Library project. The consulting team includes Library Planning Consultants, Inc.; AMR Architects, Inc. (phase II finish-out of Mullins Library, library for Arkansas Tech University in Russellville, UA Livestock Arena, Fletcher Branch of Central Arkansas Library System), and Miller Boskus Lack Architects (local team). Engineering consultants will be selected as needed by AMR Architects.

The scope of the project includes strategic planning for services and administration as well as an assessment of facilities. The chosen consultants are required to develop a Master Plan for organization, services and facilities to meet future needs. The growth of the City, demands on library service, and the impact of new technology will be considered in terms of space, layout, and the ability to provide adequate technological infrastructure. The consultant's analysis will be used to determine if the current facility can be renovated to meet future needs as a central library or a new central library should be constructed or if branches should be considered.

The Fayetteville Public Library faces many unique challenges as a historical building with an architectural heritage unique to Fayetteville. The core of the Library was designed and completed in 1962 by architect Warren Seagraves. The architect completed the first major addition to the building in 1970. A second addition was completed in 1992. The second addition linked the central library to an adjacent building. Because the facility is comprised of three levels across two buildings, staffing inefficiencies, duplication of tasks and services and security problems exist. Other issues include space allocation, spatial adjacencies, accessibility, and inadequate technological and electrical and HVAC infrastructure.

This Master Plan will identify the community's needs for library services, determine how best to meet them, and if the present facility can be adapted. If approved, the project will commence immediately and be completed by November 30, 1998.

Other cities in Northwest Arkansas reevaluating their library services are:

(1) Fort Smith has completed a 3.5-year planning process and is soon to break ground on a new 60,000 square foot central library and will sometime thereafter build three new branch libraries.
(2) Springdale is soon to break ground on a 22,000 square foot addition to their library—bringing their total square footage to 44,000 square feet.
(3) Rogers Public Library completed their new library in 1994 and are beginning to think about another round of planning for future services.

COUNCIL AGENDA ITEM REQUEST FORM

TO: Fayetteville City Council

FROM: Michael H. Thomas, Fayetteville Public Library Board, President

RE: Agenda request for the meeting of August 4, 1998

DESCRIPTION: The Board moved a resolution at the July 20, 1998 meeting to increase our board from five to seven, effective immediately. This means we now have three opening . One replacement and two new. We have excellent candidates now in the interview process.

ACTION REQUESTED: The Board request two actions. **1**. A resolution increasing the Board to seven members. **2**. Appointment of three new Board members, assuming the Nominating Committee finds three from the current candidates.

Micheal Thomas 7/23/98
President