

City of Fayetteville Staff Review Form

2017-0553

Legistar File ID

10/17/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Byron Humphry

9/25/2017

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A City Council resolution to approve a Utility Easement to Ozarks Electric to supply electrical service to Iams Dog Park at Bryce Davis Park.

Budget Impact:

2250.520.9256-5315.00

Parks Development

Account Number

Fund

02013.802

Bryce Davis Expansion

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 206,617.00

Funds Obligated \$ 17,805.00

Current Balance **\$ 188,812.00**

Does item have a cost? Yes

Item Cost \$ 29,295.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 159,517.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: The only cost for this easement request will be the court house filing fee. The lights have been ordered which is the encumbant amount of \$17,805. Total cost of the Iams Dog Park lighting project is projected at \$47,100.



MEETING OF OCTOBER 17, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: September 25, 2017

SUBJECT: Ozarks Electric Utility Easement for Iams Dog Park at Bryce Davis Park

RECOMMENDATION:

A City Council resolution to approve a utility easement for Ozarks Electric to supply electricity for lights at the dog park, trail, and vicinity.

BACKGROUND:

Iams Dog Park opened at Bryce Davis Park in October, 2010. The facility was made possible by a donation from Iams. Additionally, the pavilion at the dog park was donated by Ozarks Natural Foods.

DISCUSSION:

Iams Dog Park is the City's only true dog park that provides a fenced area for dogs to run off-leash. The park is heavily used and a frequent request from citizens has been to provide lighting at the park to allow pet owners to bring their dogs after dark. This is especially needed during winter months, when the days are shorter. To accommodate lights at Iams Dog Park, a new electrical service is needed to adequately supply electrical power. Ozarks Electric has service at the Links Golf Course. A utility easement is necessary to cross the Links as well as to enter part of the park property where a transformer will be placed near the dog park. Parks staff is in the process of acquiring the necessary signatures from Lyndsey for the Links easement with Ozarks Electric. This request is for the Mayor's signature for the easement on Parks property to allow Ozarks Electric to install service into the park property to the dog park. City Land Agents prepared the easements. Project will be completed in November.

BUDGET/STAFF IMPACT:

The budget impact of the easements will be court filing fees. New electrical service and boring by Ozarks Electric across the Links will cost an estimated \$7,100. Additional expenses for lights and installation will cost an estimated \$40,000. This project is funded by parkland dedication NW park district funds.

Attachments:

Ozarks Utility Easement, Site Map

ELECTRICAL DISTRIBUTION LINE EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto **Ozarks Electric Cooperative Corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to place, construct, operate, repair, maintain, relocate, or replace an electrical distribution line on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Doc. 2008-002542)

A part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Fractional Section Six (6) and a part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of the NW $\frac{1}{4}$) of Fractional Section Seven (7), all in Township Sixteen North (Twp. 16 N), Range Thirty West (Rng. 30 W.), Washington County, Arkansas, more particularly described as follows: Commencing at the northwest corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Fractional Section Six (6), Township Sixteen North (Twp. 16 N), Range Thirty West (Rng. 30 W.), Washington County, Arkansas; thence S87°26'04"E 733.32 feet along the north of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the northwest corner of Walnut View Estates, Phase II; thence S02°32'50"W 536.01 feet along the west line of said Walnut View Estates, Phase ii and the west line of Walnut View Estates, Phase I, to the Point of Beginning and run thence S02°32'50"W 780.72 feet along the west line of said Walnut View Estates, Phase I, and the west line of Walnut Grove Addition, Phase I; thence S02°50'52"W 777.04 feet along the west line of said Walnut Grove Addition, Phase I and the City of Fayetteville property as described in Bok 1301 at page 522 of the records of the Circuit Clerk and ex-officio recorder of Washington County, Arkansas; thence N87°38'20"W 397.41 feet; thence N15°08'54"W 120.00 feet; thence N34°23'53"W 266.34 feet; thence N89°56'52"W 50.00 feet; thence M00°03'08"E 47.01 feet; thence N17°51'08"E 640.00 feet; thence N44°51'08"E 180.00 feet; thence N02°08'52"W 313.15 feet to the beginning of a non-tangent curve; thence 84.98 feet along a non-tangent curve to the left said curve having a radius of 180.00 feet and a long chord of N73°25'25"E 84.20 feet; thence N59°53'53"E 145.02 feet; thence 68.63 feet along a curve to the right said curve having a radius of 120.00 feet and a long chord of N76°16'56"E 67.69 feet; thence S87°20'00"E 118.95 feet to the Point of Beginning, containing approximately 738,496 sq. ft. or 16.95 acres, more or less. Subject to any easements and/or rights-of-way of record or fact.

PERMANENT EASEMENT DESCRIPTION:

A 20-foot easement for underground electrical lines being 10 feet either side of a centerline as shown on the attached aerial exhibit and running 305 linear feet, more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until the use of said permanent easement is relinquished, abandoned, or vacated and so long as such electrical power line(s) are maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth. Grantee shall further have the right to cut, trim and control, within said easement, the growth of trees and other vegetation that may interfere with or threaten to endanger the operation and maintenance of said line or system. The undersigned Grantor hereby covenants that it is lawfully seized of said lands and will forever warrant and defend the title to said lands against all legal claims whatsoever.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all lines and/or cables, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that above ground appurtenances will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional electrical power lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2017.

**CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation**

By: _____
Lioneld Jordan, Mayor

ATTEST:

Sondra Smith, City Clerk

[SEAL]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2017.

MY COMMISSION EXPIRES:

Notary Public

GREENS AT
FAYETTEVILLE
765-24079-003

pt is 14 ft west and 5 ft south of property boundary
and 15 ft from corner

117 ft from pt to corner

123 ft pt to pt

Red line is Center Line of 20ft Easement

CITY OF
FAYETTEVILLE
765-13724-016

92 ft from pt to corner

247 ft pt to pt

LINKS AT
FAYETTEVILLE
765-24079-000

ERION WAY

58 ft pt to pt

211 ft pt to corner

LINKS AT
FAYETTEVILLE
765-13724-014

