

**City of Fayetteville Staff Review Form**

**2017-0526**

**Legistar File ID**

**10/3/2017**

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

Summer Fallen

9/15/2017

Aviation /  
Transportation Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval and signature of the Mayor on a lease agreement with Missy Gipson for terminal space to conduct rehearsal for a community play.

**Budget Impact:**

Account Number		Fund	
Project Number		Project Title	
<b>Budgeted Item?</b>	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
<b>Does item have a cost?</b>	NA	Item Cost	
<b>Budget Adjustment Attached?</b>	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:



**MEETING OF OCTOBER 3, 2017**

**TO:** Mayor Lioneld Jordan  
Fayetteville City Council

**THRU:** Don Marr, Chief of Staff

**FROM:** Summer Fallen, Airport Services Manager

**DATE:** September 15, 2017

**SUBJECT: Missy Gipson Lease Agreement**

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**RECOMMENDATION:**

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Missy Gipson.

**DISCUSSION:**

Missy Gipson will be conducting rehearsals in the airport terminal space for a community play.

**BUDGET/STAFF IMPACT:**

This lease will provide \$775 in revenue to the airport.

**ATTACHMENTS:**

SRF  
SRM  
Lease Agreement  
Exhibit A

**Lease Agreement**  
between **The City of Fayetteville, Arkansas**  
And  
**Missy Gipson**

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas (“City”) **Missy Gipson** for the use of space available in the City’s Drake Field terminal building to conduct rehearsal for the Pilot Arts’ play rehearsal.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by **MISSY GIPSON** as obligations to the City, the City lets, leases and demises unto **MISSY GIPSON**, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas: Drake Field Terminal Building banquet area.

2. **Term.** This term shall commence on October 4, 2017, and shall end on November 14, 2017. The term of this lease may be terminated early by the City without cause only upon thirty days prior written notice. The term of this lease may be extended only upon the mutual agreement of **MISSY GIPSON** and the City.

3. **Rent.** **MISSY GIPSON** agrees to pay to City of Fayetteville as rental for the term of this lease the sum of \$775 it uses the Leased Premises. The Airport Administration Office will prepare an invoice following the end of each calendar month based on the number of days the Leased Premises are used by **MISSY GIPSON**. Each monthly payment is due on or before the last day of the month in which the invoice is received. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** **MISSY GIPSON** agrees to use the lease premises for rehearsals during regular operating hours of the Airport Terminal, which are 6:00 a.m – 10:00 p.m. Monday through Friday and 8:00 a.m – 8:00 p.m Saturday through Sunday. **MISSY GIPSON** shall coordinate with the Airport Administration Office if the Leased Premises are required after 4:00 p.m Monday through Thursday or at any time Friday through Sunday. Classes and events shall be scheduled through the Airport Administration Office at least two weeks in advance. **MISSY GIPSON** will notify the Airport Administration Office of any cancelled classes as soon as possible. An **MISSY GIPSON** staff member or representative will be present at the beginning of a day’s classes to set up needed items and at the end of the day to clean up. **MISSY GIPSON** is not required to dismantle or move its tables and chairs at the end of the day unless notified by the Airport Administration Office.

5. **Preemptive Use or Access by the City.** **MISSY GIPSON** acknowledges that the Transportation Security Administration may require use of the Leased Premises for certain chartered flights that may interfere with **MISSY GIPSON**’s use. In the event of such preemption, the Airport Administration Office will make every effort to locate an alternative site at no additional cost to **MISSY GIPSON** but makes no guarantees. **MISSY GIPSON** shall not be

12. **Non-Waiver.** It is agreed that the failure of City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by **MISSY GIPSON** under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

13. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

14. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

15. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

16. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**CITY OF FAYETTEVILLE:**

**Missy Gipson**

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

By: Missy Gipson

Printed Name: Missy Gipson

**ATTEST:**

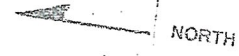
Title: DIRECTOR

By: \_\_\_\_\_  
SONDRA SMITH, City Clerk

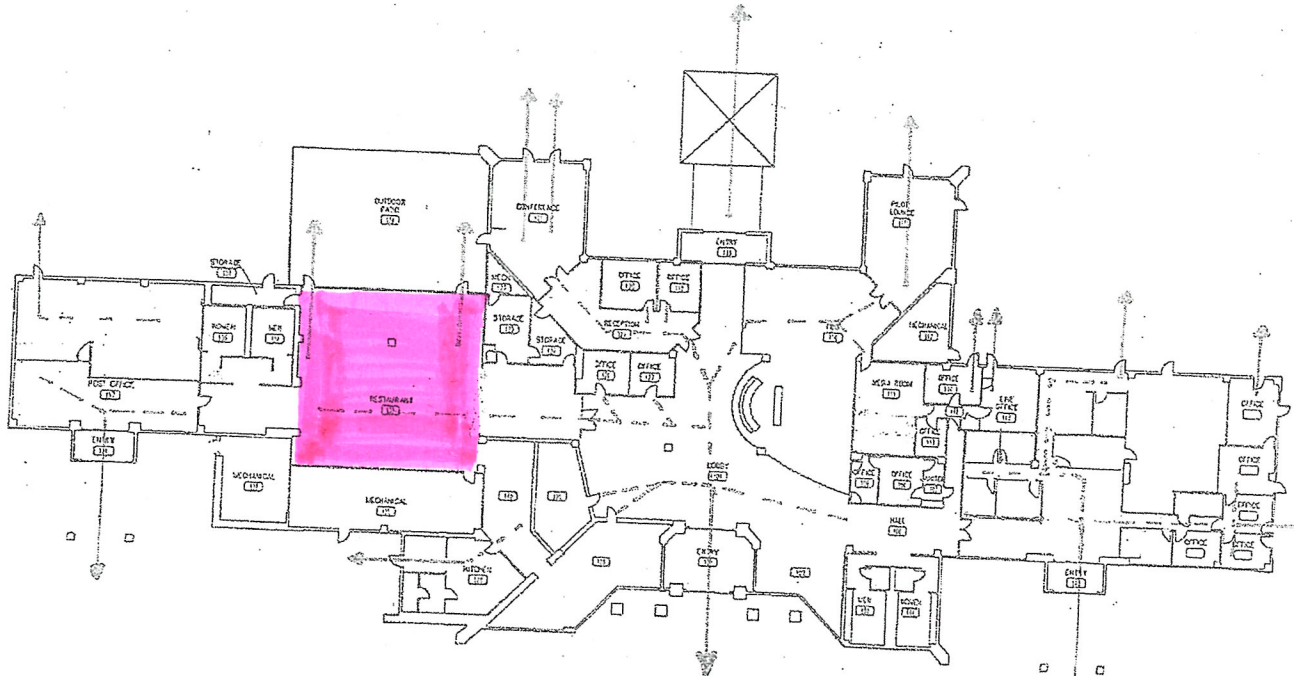
# Exhibit A- Temporary Lease Space

Fayetteville Executive Airport

Terminal Building



Ramp side



Street side