

**City of Fayetteville Staff Review Form**

**2017-0555**

\_\_\_\_\_  
Legistar File ID

**10/3/2017**

\_\_\_\_\_  
City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Devin Howland

9/22/2017

ECONOMIC DEVELOPMENT (050)

\_\_\_\_\_  
**Submitted By**

\_\_\_\_\_  
**Submitted Date**

\_\_\_\_\_  
**Division / Department**

**Action Recommendation:**

APPROVAL OF A RESOLUTION AUTHORIZING THE SALE OF CITY OF FAYETTEVILLE PROPERTY, APPROXIMATELY 9.6 ACRES (PARCEL 765-16566-000) LOCATED IN THE FAYETTEVILLE COMMERCE DISTRICT.

**Budget Impact:**

_____ Account Number		_____ Fund	
_____ Project Number		_____ Project Title	
<b>Budgeted Item?</b>	<u>No</u>	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
<b>Does item have a cost?</b>	<u>No</u>	Item Cost	
<b>Budget Adjustment Attached?</b>	<u>NA</u>	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

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

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

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

Comments:



**MEETING OF OCTOBER 3, 2017**

**TO:** Mayor and City Council

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

**FROM:** Devin Howland, Director of Economic Vitality

**DATE:** September 21, 2017

**SUBJECT: A resolution authorizing the sale of City of Fayetteville Arkansas Property, 9.6 acres located in the Fayetteville Commerce District**

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**RECOMMENDATION:**

Approval of a resolution authorizing the sale of City of Fayetteville, Arkansas property, approximately 9.6 acres (Parcel 765-16566-000) located in the Fayetteville Commerce District.

**BACKGROUND:**

City staff was contacted by the Fayetteville Chamber of Commerce regarding commercial interest in parcel 765-16566-000 in the Fayetteville Commerce Park.

**DISCUSSION:**

Bid 17-71 proposes the sale parcel 765-16566-000 in the Fayetteville Commerce Park at a minimum bid of \$16,000 per acre. This price represents a reduced rate from the currently advertised \$20,000 per acre of land in the Commerce District, but reflects the purchase price that the City Council approved for a nearby parcel in 2017 to AR-CANNA LLC. The Mayor's office is excited about the prospect of more jobs in the commerce district.

There has been a change in the requirements of municipalities in regards to the sale of municipally owned property. Act 470 of 2017, which became law on August 1, 2017 sets bidding requirements for the sale of municipal real or personal property "if the amount exceeds twenty thousand dollars (\$20,000) ..." as explained in the memo by City Attorney Kit Williams which has been attached to this memo for your review.

City Code §34.27 establishes requirements regarding public notice and procedure for the sale of real property owned by the City of Fayetteville. City staff has performed all necessary public notification procedures in compliance with this city ordinance (documentation attached). Additionally, the City Council must establish that this land is no longer needed for municipal purposes. As a purpose of the Commerce District is to encourage economic development that generates revenue for the City by providing new and expanded services, and finding that there is no identified use for the subject property for municipal purposes, this land is no longer needed for municipal purposes. Staff is not recommending the property be re-zoned or appraised.

**BUDGET/STAFF IMPACT:**

Land sale revenue will be paid to the fund that maintains ownership of the land.

**Attachments:**

- Bid 17-71
- City Attorney Memo of Act 470 of 2017
- Proof of Public Notice
- Proof of first class mail to property owners
- Proof of prominently displayed signs on the property
- Location Map



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

City of Fayetteville, Arkansas  
Purchasing Division – Room 306

Fayetteville, AR 72701

Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## INVITATION TO BID

**INVITATION TO BID: Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park**

**DEADLINE: Tuesday October 03, 2017 before 10:00 AM, Local Time**

**PROPERTY INSPECTION DATES:** See specifications

**DELIVERY LOCATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701

**PURCHASING AGENT:** Les McGaugh, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

**DATE OF ISSUE AND ADVERTISEMENT:** 09/24/17 and 9/25/17

## INVITATION TO BID

### Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every required field and shall supply all information requested; failure to do so may be used as basis of rejection.

## NOTICE TO ALL INTERESTED PARTIES:

Any interested party is strongly encouraged to register as such by notifying Les McGaugh, via e-mail at [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov). When registering, interested parties shall submit primary contact information including, company name, primary contact name, phone number, and e-mail address. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. **All contacts listed as an interested party will be sent any addendums or changes to the terms and conditions of the sale.**

### BID PACKAGE INCLUDES THE FOLLOWING DOCUMENTS:

- 1 – Bid Specifications (11 pages)
- 2 – Appendix A: Property Information (9 pages)
- 3 – Appendix B: Draft Land Sale Contract - NOT REQUIRED WITH BID (5 pages)

\*Additional files added as addendums are issued. Addendums will be directly e-mailed to all interested parties and posted on the City's website.

**ADDENDUMS WILL BE POSTED AT:** <http://fayetteville-ar.gov/bids>

*Bidders & interested parties shall assume all responsibility for receiving updates & addenda issued. Failure to acknowledge addenda issued as instructed can result in bid rejection.*

City of Fayetteville, AR

Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

Page 1 of 11

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City of Fayetteville  
Invitation to Bid  
Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park  
*Advertisement 1 of 2*  
*Legal Section, Classification 1210*

The City of Fayetteville, Arkansas is accepting sealed bids for the sale of Parcel 765-16566-000, Pump Station Rd. Fayetteville, AR, Washington County. **All questions or site visit appointments shall be directed to Les McGaugh at [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov).**

All sealed bids are due by **Tuesday October 03, 2017 before 2:00 PM, local time** and shall be received on City bid documents and forms. All bids are due before the time stated. No late bids shall be accepted. Bids will be opened and read aloud immediately following the stated deadline.

To download a bid package and to receive additional information on the property, go the City's website at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest. The City also reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended of use of a potential bidder.

The sale of this property is intended to be considered and discussed at City Council meeting to be held on Tuesday, October 03, 2017 at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701.

City of Fayetteville, AR

By: Les McGaugh

P: 479.575.8220

[lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

*TDD (Telecommunications Device for the Deaf): (479) 521-1316*

Date of advertisements (classification 1210): 9/25/17

Advertisement Location: Northwest Arkansas Times / Democrat Gazette

City of Fayetteville  
Invitation to Bid  
Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park  
*Advertisement 2 of 2*  
*Real Estate Block Advertisement*

**City of Fayetteville  
Invitation to Bid  
Bid 17-71, Sale of Property -  
9.6 Acres in Commerce Park**

The City of Fayetteville, Arkansas is accepting sealed bids for this property. Property is being sold in as-is condition with no warranty.

**All sealed bids are due by Tuesday, October 03, 2017 before 10:00 AM, local time per bidding documents. No late bids shall be accepted. Public bid opening to immediately follow.**

For full information, visit [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). The City reserves the right to award based on the best interest of the City.

The sale of this property is intended to be considered and discussed at City Council meeting to be held on Tuesday, October 03, 2017 at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701. All questions and inspection appointment requests shall be directed to

Les McGaugh.  
City of Fayetteville, AR  
By: Les McGaugh  
P: 479.575.8220

[lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

Date of advertisement (real estate block ad): Sunday  
09/24/17 Advertisement Location: Northwest Arkansas  
Times / Democrat Gazette

# TERMS AND CONDITIONS

## Sale of Public Owned Property located on Pump Station Road in Fayetteville, Arkansas

### 1.0 Basic Terms and Conditions

- 1.1 The City of Fayetteville is selling currently owned City property via **sealed bid process**. This sale affects the following property:
  - 1.1.1 Parcel # 765-16566-000, Pump Station Rd., Fayetteville, AR
- 1.2 This sale is being handled through the City's Purchasing Division. All bids/offers shall be **sealed** and submitted to the City of Fayetteville Purchasing Division located at 113 W. Mountain, Room 306, Fayetteville, AR 72701 prior to Tuesday, October 03, 2017 before 10:00 AM, local time. No bids shall be accepted in any other manner.
- 1.3 All sealed bids shall be submitted on accompanied forms in this packet, provided by the City of Fayetteville Purchasing Division.
- 1.4 Bidder, Buyer, and to whom the property is transferred to shall be one in the same. Bids shall be submitted in the same name as the individual or entity purchasing the property.
- 1.5 Properties are currently owned by the City of Fayetteville, Arkansas.
- 1.6 This property shall close upon coordination with title companies.
- 1.7 All properties are being sold as-is and do not include any warranties of any kind. The City will NOT make any repairs including but not limited to repairs to the property, drainage issues, etc.
- 1.8 The City shall pay its own closing costs. Buyer/Bidder shall pay their respective closing costs as well. The City of Fayetteville shall not pay for any portion or amount of the buyer's/bidder's closing costs.
- 1.9 Bids will only be considered for no less than the minimum amount of \$16,000 US Dollars per acre for this property. All bidders shall be required to bid on all acreage and provide a per acre price as presented in the bid form.
  - 1.9.1 **Bids/Offer submitted lower than minimum bid amount shall be rejected and will not be considered.**
- 1.10 Lead-based paint disclosure: The City shall provide a Lead-Based Paint Disclosure, as required by Federal Law, if any subject property or any improvements were constructed before 1978.
- 1.11 Buyer/Bidder agrees to hold offer firm for a period not to exceed sixty (60) calendar days.
- 1.12 The City of Fayetteville will not pay any commission fees for any real estate agent.
- 1.13 **City Council Approval:**
  - 1.13.1 **After bids have been received by the deadline**, the sale of this property is intended to be considered and discussed at public City Council meeting to be held on Tuesday, October 03, 2017



at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701. This is a public meeting.

- 1.14 **The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price and other considerations as presented by the Bidder.**

## **2.0 Advertising Outreach**

- 2.1 Primary source for all information is the City of Fayetteville website at [www.fayetteville-ar.gov](http://www.fayetteville-ar.gov). Advertising and outreach will also be distributed through:
  - 2.1.1 Advertising in the legal section of the Northwest Arkansas Democrat Gazette
  - 2.1.2 Block ad advertising in the Real Estate section of the Northwest Arkansas Democrat Gazette

## **3.0 Inspection**

- 3.1 Interested parties are strongly encouraged to inspect prior to bidding.
- 3.2 On-site inspections shall be coordinated with Les McGaugh, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov). Inspections are non-mandatory.
- 3.3 The City shall not be responsible for any accidents, injuries, etc. during inspection or any other viewing of the property.

## **4.0 Property Details: Parcel # 765–16566-000, Pump Station Rd, Fayetteville, Arkansas**

- 4.1 Minimum Bid amount of \$16,000.00 per acre
- 4.2 Bidders are required to bid on all acreage
- 4.3 9.6 Acres, Parcel # 765-16566-000
- 4.4 This site is accessed north from Pump Station Rd in the Western Portion of Commerce Park
- 4.5 Current Zoning: I-2 (General Industrial)
- 4.6 For full details on this property refer to Appendix A.

## **5.0 Bid or Offer Guarantee Requirements**

- 5.1 All bids/offers for properties shall be accompanied by and include one of the following items:
  - 5.1.1 Letter of Prequalification
    - 5.1.1.1 Shall be from a financial institution such as a bank or credit union
    - 5.1.1.2 Shall include the bid price for each property
  - 5.1.2 Letter of Credit
    - 5.1.2.1 Shall be from a financial institution such as a bank or credit union
    - 5.1.2.2 Shall include the bid price for each property

## **6.0 Transfer of Property**

- 6.1 Property will transfer after final closing documents are processed and signed by both parties through a local title company.
  - 6.1.1 Each party shall hire and pay for their own title work.
- 6.2 The transfer of the property shall be made to the Bidder/Buyer as approved by the City of Fayetteville. Such conveyance shall be made in fee simply absolute by general warranty deed.

6.3 The City shall provide the final buyer evidence of good title by:

6.3.1 Abstract of title

6.3.2 Title insurance for the same amount bid

## 7.0 Special Conditions

7.1 Only the item described herein is included in the sale regardless of what else is pictured.

7.2 Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all qualified small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women's business enterprises.

7.3 Any expenses incurred with the preparation and submission of bids or offers, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

7.4 Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

7.5 The successful bidder agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

7.6 Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.575.8220 no later than seven (7) calendar days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

7.7 Any uncertainties shall be brought to the attention of the City of Fayetteville Purchasing Division immediately via telephone, (479) 575-8220 or e-mail [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the sale of properties included. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

7.8 Bidder will expressly assume all dangers, risks and hazards regarding the building(s) and shall release, protect, indemnify and hold harmless the City of Fayetteville, its agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or occurrence arising out of or in any way resulting from the actions of the bidder.

7.9 The City of Fayetteville reserves the right to reject any or all bids or offers, to waive formalities or irregularities in any bid or offer, and to solicit for new bids or offers.

7.10 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

7.11 In the event a survey is needed, it shall be at the sole expense of the bidder.

7.12 In the event a survey or other legal document deems the acreage different than 9.6 acres, the sale price shall be adjusted by the unit price per acre bid.

**8.0 Attachments to this Package**

8.1 Information posted with this sale at [www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)

8.2 Additional attachments on the auction page and hereby included with this packet:

8.2.1 Appendix A – Property Information

8.2.2 Appendix B – Draft Land Sale Contract (NOT REQUIRED WITH BID)

# Bid 17-71, Sale of Property - 9.6 Acres in Commerce Park

## BID FORM

Name of Bidder: \_\_\_\_\_

**EXECUTION OF BID:** Any Conditions of Sale shall be provided by Bidder sealed with offer/bid. The bid form provided in this document shall be completed in its entirety. Bidders will not be allowed to make corrections to bid after the bid deadline.

**Bid Disclaimer:** The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price, conditions of sale, and other considerations. Due to the fact City Council will be evaluating the sale of this property, Bidders are encouraged to completely fill out the bid form. Alterations in bid will not be allowed after the bid deadline; therefore, Bidders are encouraged to bid on most favorable terms available.

### Section A: Purchase Price (from Bidder to the City)

Description	Approximate acreage		Price Bid Per Acre		*Total Bid
Parcel 765-16566-000	9.6	x	\$ _____ Minimum Bid of \$16,000 per acre	=	\$ _____ Payable to the City of Fayetteville, AR

\* Total Bid shall be calculated based on the approximate acreage multiplied by the price bid per acre. In the event the closing process of this property results in a different calculation for acreage, the sale price shall be adjusted by the price bid per acre.

### Section B: Intended Use

Describe the Bidder's intended use for the property based on the price offered

### Section C: Community Benefit

Describe any benefits to the community known or expected based on bid

### Section D: Conditions of Sale

List any conditions of this sale from the Bidder

### Section E: Other

List any additional factors the Bidder discloses to the City of Fayetteville

**EXECUTION OF BID -**

**Any Conditions of Sale shall be provided by Bidder sealed with offer/bid.**

**Upon signing this Bid, the bidder certifies:**

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
3. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
4. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
5. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

\_\_\_\_\_ 1.) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

**Unsigned bids will be rejected. Items marked \* are mandatory for consideration.**

**\*NAME OF BIDDER:** \_\_\_\_\_

**\*D/B/A or Corporation Name** \_\_\_\_\_

**\*ADDRESS:** \_\_\_\_\_

**\*CITY:** \_\_\_\_\_ **\*STATE:** \_\_\_\_\_ **\*ZIP:** \_\_\_\_\_

**\*PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**\*E-MAIL:** \_\_\_\_\_

**\*BY: (PRINTED NAME)** \_\_\_\_\_

**\*AUTHORIZED SIGNATURE:** \_\_\_\_\_

**\*TITLE:** \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: \_\_\_\_\_

\* COMPANY SEAL (if applicable):

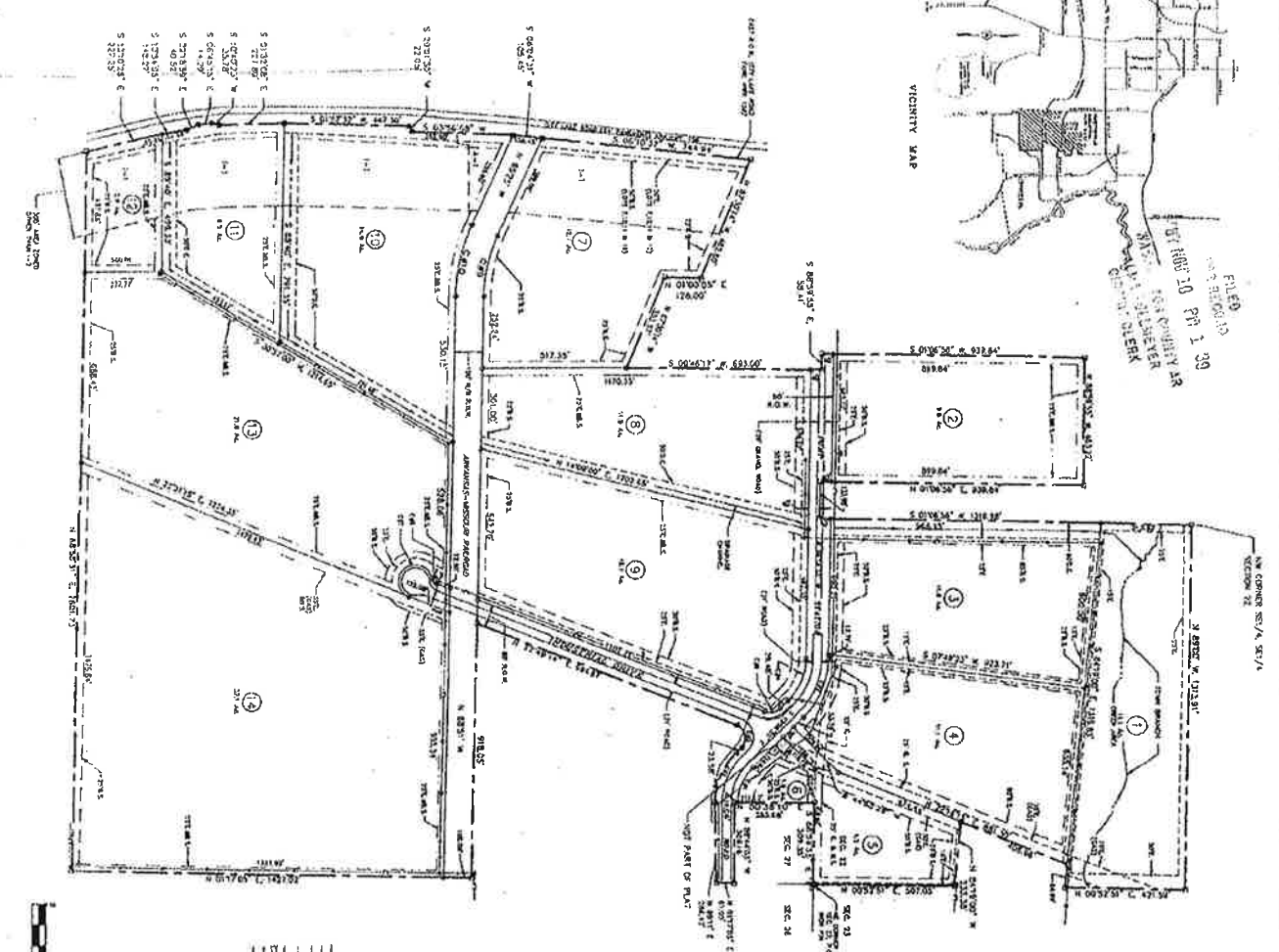
Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_



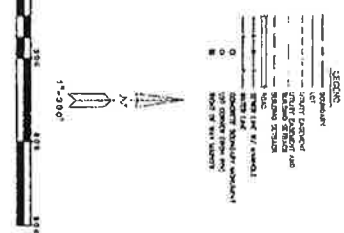
DATE DATA

DATE	DESCRIPTION	BY	CHECKED	DATE
10-28-87	DATE DATA	...	...	...
...	...	...	...	...

**LEGAL DESCRIPTION**

A PART OF SECTION 26 AND 27, TOWNSHIP 13 NORTH, RANGE 10 WEST, COUNTY OF ... STATE OF ...

... [Detailed description of the land parcels, including bearings and distances for various points and lines.] ...



- LEGEND**
- PROPERTY
  - LOT BOUNDARY
  - DITCH, DRAINAGE AND
  - EASEMENTS
  - EXISTING STRUCTURES
  - CURB
  - LOT AND ST. CORNER
  - CENTER OF GRADE
  - CENTER OF GRADE (ADJUSTED)
  - ROAD OR RAIL CENTER

**MCC** Mechanical Consulting Engineers Inc.  
 300 W. Main Street  
 Fayetteville, Arkansas 72701  
 501-782-4444

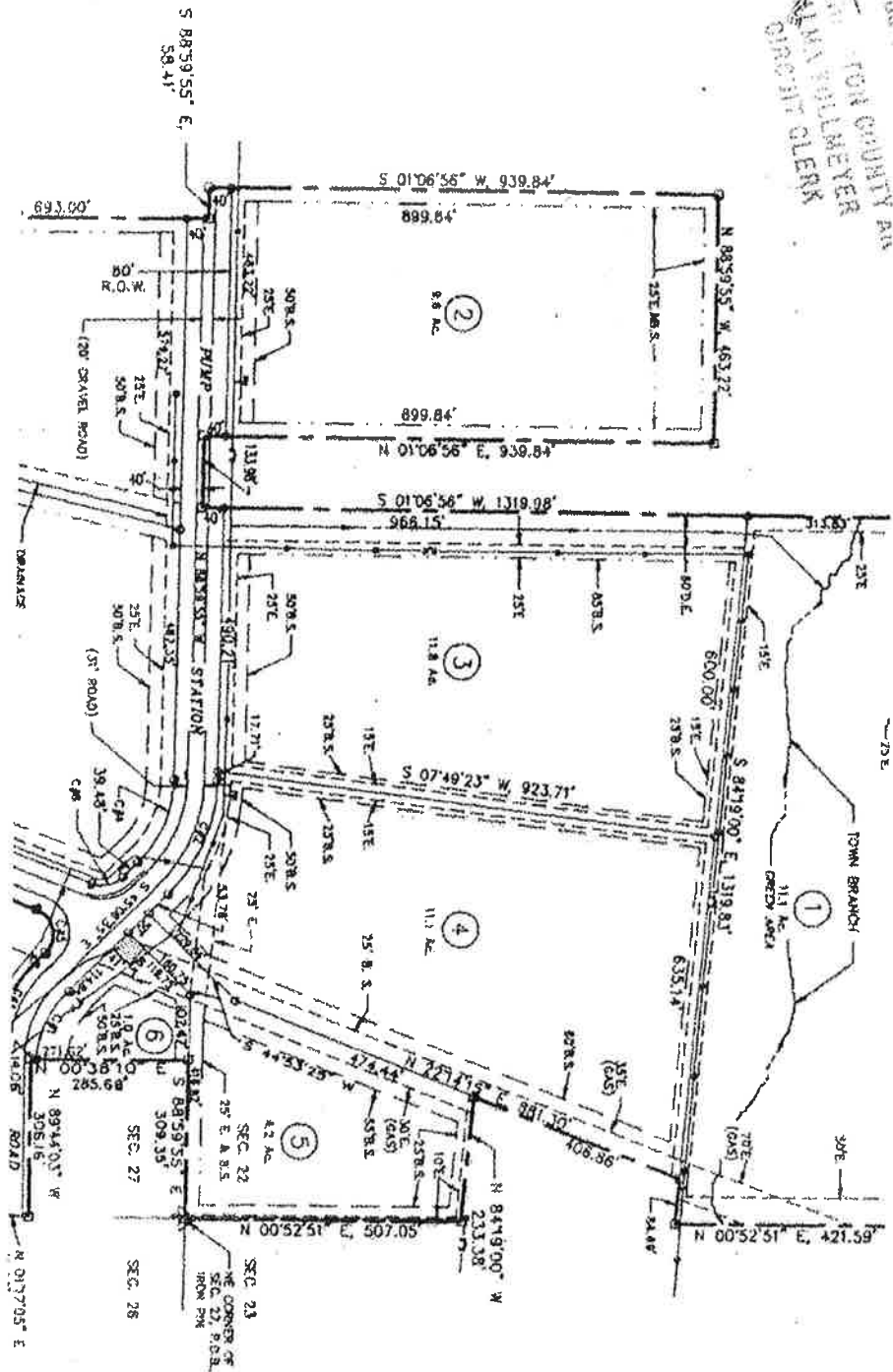
**FINAL PLAT**  
 FAYETTEVILLE INDUSTRIAL PARK - WEST  
 1 of 1

**NOTICE OF RECORDING**

THIS PLAT WAS PREPARED BY THE ENGINEER, MECHANICAL CONSULTING ENGINEERS, INC., 300 WEST MAIN STREET, FAYETTEVILLE, ARKANSAS 72701, AND WAS REVIEWED AND APPROVED BY THE ENGINEER, MECHANICAL CONSULTING ENGINEERS, INC., 300 WEST MAIN STREET, FAYETTEVILLE, ARKANSAS 72701, ON THIS DATE: 10-28-87.

**APPROVED:**  
 [Signatures and stamps of the engineer and other officials.]

1881 (REV.)  
 WASHINGTON POLMEYER  
 CIRCUIT CLERK



CURVE DATA

CURVE NUMBER	ANGLE	CHORD	RADIUS
C1	45°42'25"	963.37	1733.5
C2	45°42'25"	2100	3962.4
C3	45°42'25"	2836	5233.5
C4	45°42'25"	2700	5004
C5			5025
C6			5025
C7			5025
C8	27°56'	930	533.1
C9	27°56'	930	533.1

A PART OF SECTIONS 22 AND 27, TOWNSHIP-18-ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS NE CORNER OF SECTION 27, SAID POINT ALSO BEING 52° 51' E., 507.05 FEET; THENCE N 84° 39' 00" 456.86 FEET; THENCE S 84° 19' 00" E., 58.69 FEET; THENCE N 89° 00' W., 1312.91 FEET TO THE NW CORNER OF SAID NE CORNER; THENCE S 89° 00' W., 1312.91 FEET TO THE SW CORNER OF SAID NE CORNER.

LEGAL DESCRIPTION



PARCEL # 765-16566-000

603  
Map

765-15149-000

NAME Fayetteville Development  
Foundation, Inc.

BOOK 1118 PAGE 910

REAL ESTATE  
ASSESSMENT RECORD

Washington County, Arkansas

TAX DESCRIPTION

Fayetteville  
(Fayetteville Industrial Park - West)  
Tract 2 9.6 A.

NEW OWNER

1387-816

DATE

BOOK

PAGE

City of Fayetteville, Arkansas, a municipal corporation 10-4-89 1344 058-059

LEGAL DESCRIPTION

SD/011

YEAR	ASSESSED VALUATION		EQUAL BOARD
	LAND	IMPRVMENT TOTAL	
1985			
1986			
1987			
1988	28,800	- 28,800	
1989	28,800	- 28,800	
1990	28,800	- 28,800	
1991	28,800	- 28,800	
1992	28,800	- 28,800	
1993	28,800	- 28,800	
1994			
1995			
1996			
1997			

Remarks  
Pt 22 & 27-16-30.

1344-058 WD no rev (also 765-15152, 15270, 15271, 16565)

1387-816 QCD from Mabry & Rouse

2/11/97 Exemption denied - not in book

Remarks

RIGHT OF WAY GRANT

TRACT NO. 4  
STATE OF ARKANSAS  
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

RECORDED  
JUL 14 PM 2 40

That for and in consideration of

and other valuable considerations to the undersigned, Nettie Hogg

WASHINGTON COUNTY  
ALMA KOLLMEYER

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

2.03ch = 13398'

A 25 foot wide easement along the West side of the following described land, to-wit:

7.02ch = 46332'

141.24

CHAINS = 93984'

A part of the Southwest quarter of the Southeast quarter of Section twenty-two (22) in Township Sixteen (16) North, of Range thirty (30) West, and more particularly described as beginning at a point which is two and three hundredths (2.03) chains West of the Southeast corner of said forty acre tract, and running, thence West seven and two hundredths (7.02) chains; thence North fourteen and twenty-four hundredths (14.24) chains; thence East seven and two hundredths (7.02) chains; thence South fourteen and twenty-four hundredths (14.24) chains to the place of beginning, containing ten (10) acres, be the same more or less.

Also a 50 foot construction easement, the center line of which is the East line of the above 25 foot permanent easement.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

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 pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe 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 grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the 9th day of July, 1971

Nettie Hogg



ACKNOWLEDGMENT

DEPT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Nettie Hogg, to me well

known as the person(s) who executed the foregoing Right of Way Grant, and that she had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 9th day of July, 1971

Ed. D. Connell

My commission expires October 1, 1971

Notary Public  
DECO 812 PAGE 102

# WARRANTY DEED

(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

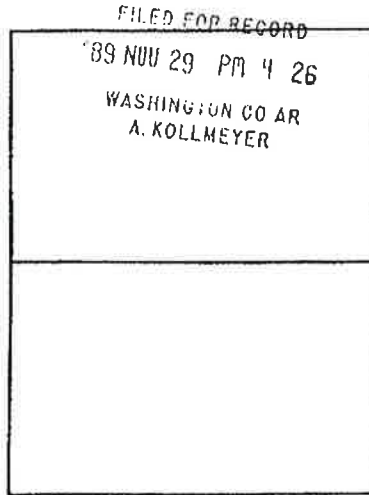
That FAYETTEVILLE DEVELOPMENT FOUNDATION  
a corporation organized under and by virtue of the laws of the State  
of Arkansas, by its President and Secretary, duly  
authorized by proper resolution of its Board of Directors, for and in  
consideration of the sum of One Dollar (\$1.00) and other good and  
valuable consideration in hand paid by The City of Fayetteville,  
Arkansas, a municipal corporation-----

hereinafter called Grantee, does hereby grant, bargain and sell unto  
the said Grantee and Grantee's heirs and assigns, the following  
described land situate in

Washington County, State of Arkansas, to-wit:

DESCRIPTION BEING THE SAME AS SHOWN ON EXHIBIT "A" ATTACHED TO AND MADE A PART  
HEREOF.

FAYETTEVILLE CITY CLERK



TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's  
heirs and assigns, forever. And said corporation hereby covenants with the said Grantee that it is lawfully seized of said  
land and premises, that the same is unincumbered, 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 President and its seal is affixed by its  
Secretary, this 4<sup>th</sup> day of October, 19 89.

(Seal)  
THIS INSTRUMENT PREPARED BY:  
BAC, Fayetteville, AR

FAYETTEVILLE DEVELOPMENT FOUNDATION  
Name of Corporation  
By Larry P. Bittle President  
By Dale Christy Secretary

### ACKNOWLEDGMENT

State of Arkansas | ss.  
County of Washington

LIBR: 1344 PAGE 058

On this the 4th day of October, 19 89, before me, a notary public, personally appeared  
qualified and acting, within and for the said County and State, appeared in person the within named Larry Bittle  
Dale Christy to me personally known, who stated that they were the President and Secretary  
of the Fayetteville Development Foundation, a corporation,  
and were 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of October, 19 89.

My Commission Expires  
August 1, 1994

Kenneth O'Connell  
Notary Public

EXHIBIT "A"

Tract 1

A part of the SW 1/4 of the SE 1/4 of Section 22, Township 16 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at the Northwest corner of the said 40 acre tract, and running, thence South 51 degrees 10 minutes East 545.70 feet; thence South 89 degrees 23 minutes 30 seconds East 33.0 feet; thence South 1 degree 06 minutes West 938.79 feet to the center of Pump Station Road; thence North 64 degrees 18 minutes 30 seconds West along the centerline of said road 516.04 feet to a point on the West boundary line of said 40 acre tract; thence North 1 degree 20 minutes 58 seconds East 1057.73 feet to the point of beginning, containing 10.59 acres, more or less, subject to a public road right-of-way over the South and West lines of the above described tract.

Tract 2

A part of Section 26, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follow: Beginning at a point which is South 2667.82 feet and East 1282.35 feet from the Northwest corner of said Section 26, said point being on the West right-of-way of Black Oak Road; thence following said right-of-way South 01 degree 17 minutes West 212.42 feet; thence southeasterly along a circular curve with a cord length of 193.40 feet and a radius of 694.81 feet; thence South 14 degrees 43 minutes East 406.52 feet; thence southeasterly along a circular curve with a cord length of 13.28 feet and a radius of 278.73 feet; thence leaving said right-of-way South 89 degrees 36 minutes West 151.51 feet; thence South 0 degrees 06 minutes 13 seconds West 179.66 feet; thence North 88 degrees 43 minutes West 452.16 feet; thence North 0 degrees 33 minutes East 990.32 feet; thence South 88 degrees 52 minutes East 469.65 feet to the point of beginning, and containing 11.36 acres, more or less.

Tract 3

Tracts 1 and 2, Fayetteville Industrial Park-West, as per the recorded plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

FAYETTEVILLE CITY CLERK

# QUITCLAIM DEED

with relinquishment of dower

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Floyd Mabry, Jr. and Kathy Mabry, Husband and wife, and Glen Dale House and Lois E. House, Husband and wife

for and in the consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration

to us (in hand Arkansas, a municipal corporation paid by City of Fayetteville, do hereby grant, sell and quitclaim unto the said City of Fayetteville, Arkansas, a municipal corporation

and unto heirs and assigns forever, the following described land, situate in

Washington County, State of Arkansas, to-wit:

A part of the SW1/4 of the SE1/4 of Section 22, in Township 16 North, Range 20 West, being more particularly described as beginning at a point which is N 80°59' 10" W 507.3 feet (9.05 chains) from the Southeast corner of said 40 acre tract and running thence N 80°59' 10" W 15.2 feet; thence N 10°5' 56" E 339.64 feet; thence S 89°59' 10" E 15.2 feet; thence S 1°06' 58" W 395.84 feet to the Point of Beginning, containing 0.328 acres, more or less.

FILED FOR RECORD  
30 OCT 9 AM 11 20  
WASHINGTON CO AR  
A. KOLLMEYER

F  
22-14-30

PREPARED BY: NOTARIES  
City of Fayetteville

Post up  
Book

To have and to hold the same unto the said City of Fayetteville, Arkansas, a municipal corporation

with all appurtenances thereto belonging.

And I, Kathy Mabry, wife of the said Glen Dale House

do hereby release and relinquish unto the said City of Fayetteville, Arkansas

WITNESSES: My hands and seals on this 3rd day of November 1930.

*Kathy Mabry* (Seal)

*Glen Dale House* (Seal)

### ACKNOWLEDGMENT

STATE OF ARKANSAS

County of Washington

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public

Floyd Mabry, Jr. and Kathy Mabry, Husband and wife, and Glen Dale House and Lois E. House, Husband and wife, who and for the county aforesaid, duly constituted and authorized by their proper records witnessed and set forth, to me well known as the deponent in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public

My Commission expires

05-01-1930

1930 this 3rd day of

1387

816



603



463.32  
s90°00'e

0

Tract 2 Fayetteville Ind Park-West  
765-16566-000  
See plat 10-17 for remainder of easements

939.84  
25-foot w/s easement 8-12-162

s00°00'e  
939.84

n90°00'w  
463.32

0

## Data and Deed Call Listing of File: Tract2FayIndPkWest.des

Tract 1: 9.996 Acres: 435447 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999; Perimeter = 2806 Feet  
Tract 2: 0.328 Acres: 14285 Sq Feet: Closure = n01.3050e 0.27 Feet: Precision =1/7200; Perimeter = 1910 Feet  
Tract 3: 0.539 Acres: 23496 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999; Perimeter = 1930 Feet

001=Rotate +001.0656  
002=/n90.00w 133.98  
003=n90.00w 463.32  
004=n00.00w 939.84  
005=s90.00e 463.32  
006=s00.00e 939.84  
007=@0 Mabry QCD  
008=/n88.5910W 597.3  
009=n88.5910w 15.2  
010=n1.0656e 939.84  
011=s87.5910e 15.2  
012=s01.0656w 939.84  
013=@4 Easement 812-162  
014=Rotate +001.0656  
015=n00.00w 939.84  
016=s90.00e 25.00  
017=s00.00e 939.84  
018=n90.00w 25.00

## LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and \_\_\_\_\_ ("Purchaser").

The City of Fayetteville agrees to sell a parcel of about 9.6 acres in the Fayetteville Commerce District to Purchaser for \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) and Purchaser's performance of all of the terms, conditions and promises set forth in this Agreement.

Purchaser agrees to pay to the City of Fayetteville \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for this 9.6-acre parcel and to perform all of the terms, conditions and promises set forth later in this Agreement.

## TERMS AND CONDITIONS

### 1. *Sale*

Subject to existing easements and rights of way and subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to sell a parcel of about 9.6 acres (hereinafter the "**Development Site**") located in the Fayetteville Commerce District by warranty deed to Purchaser for the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_). This Development Site is shown on the map attached as Exhibit A and is legally described as follows:

Lot 2, Fayetteville Industrial Park-West, Fayetteville, Arkansas, as shown on the Final Plat of said Subdivision filed at Plat Book 10, Page 17 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

### 2. *Purchase*

Subject to the terms and conditions, mutual promises and covenants of this Agreement, Purchaser agrees to buy the Development Site for \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) to be paid to the City of Fayetteville on or before the Closing Date as follows:

A. Earnest money deposit: An earnest money deposit in the amount of \_\_\_\_\_ DOLLARS



( \$ \_\_\_\_\_ ) shall be paid by Purchaser to the City of Fayetteville within five (5) business days of the City's approval of this agreement. If the purchase and sale is consummated, this earnest money deposit shall be applied to the purchase price at closing. If the City or Purchaser exercises its option to terminate the Agreement pursuant to paragraphs 8, 9 or 10, this earnest money deposit shall be refunded in full. If the transaction is not consummated for any other reason, the earnest money deposit shall be refunded less the City's actual incurred costs, if any, of obtaining the owner's title policy and title commitment.

B. Balance: The remaining balance of the purchase price in the amount of \_\_\_\_\_ DOLLARS ( \$ \_\_\_\_\_ ) shall be paid to the City of Fayetteville on or before the Closing Date.

3. *Closing Date and Place*

Closing shall occur within 60 days following the date this Agreement has been executed by both parties unless extended by mutual agreement of the parties in writing. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville.

4. *Date of Possession*

Possession of the Development Site shall be delivered to Purchaser on the Closing date free of any tenancies or other third party possessory rights.

5. *Title Insurance*

The City of Fayetteville shall order a title commitment on the Development Site, as soon as practicable following the full execution of this Agreement, through a title insurance company selected by the City and acceptable to Purchaser. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), the City shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Purchaser may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the City of Fayetteville. The cost of any lender's title policy and extended owner's title insurance coverage shall be borne by Purchaser.

6. *Deed and Other Documents*

On the Closing date, the City of Fayetteville shall convey marketable and insurable title to the Development Site by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. Purchaser and the City of Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties provided however that Purchaser shall be responsible for any revenue stamps

resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

7. *Risk of Loss*

Risk of loss as to the Development Site shall remain with the City of Fayetteville until the Closing date.

8. *Purchaser's Due Diligence*

Purchaser shall have thirty (30) days from the approval of this agreement to enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Purchaser discovers any problems that would adversely impact its development and use of the Development Site for its facility, Purchaser shall notify the City which is granted sixty (60) days to remediate any problem. The City may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by Purchaser. Likewise, if the City does not remediate the problem, Purchaser may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without resolution of the problem.

9. *Large Scale Development Approval*

Purchaser (or its agent/lessee/representative) shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for Purchaser's intended use of the Development Site for its facility. The City shall reasonably cooperate with Purchaser in Purchaser's request for development approval of its facility. Purchaser must present its development proposal through the normal City process and follow the Unified Development Code requirements. Purchaser may defer Closing hereunder during such time as its Development plat and approvals are pending review by the City, and if such are not approved, Purchaser may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without development plans approved by the City.

10. *Contingencies*

This contract is further contingent upon the following:

- A.
- B.
- C.

11. *Compensation to City of Fayetteville if Development Site is Sold Within 10 Years*

Purchaser is aware that the Development Site is being sold by the City at a discount of approximately \$\_\_\_\_\_ per acre below its normal selling price. If any portion of the land conveyed by this contract is sold by Purchaser within the first five years of the date of

closing, an independent appraisal of the land's value shall be performed to segregate the actual sales price between that allocable to the raw land as acquired by Purchaser, and that allocable to the improvements subsequently added by Purchaser. Purchaser shall pay 75% of the increase in appraised value of the raw land (with prorated sales cost deducted) to the City of Fayetteville. Purchaser shall pay the City of Fayetteville 40% of the increase in appraised value of the land (with prorated sales costs deducted) for any sales after 5 years until 10 years from the closing date.

12. *Notices*

Notices required by this Agreement shall be in writing and shall be delivered to:

Purchaser:  
ATTN:  
Street Address:  
City, State, ZIP:

City of Fayetteville  
ATTN: Mayor's Office  
113 W. Mountain Street  
Fayetteville, AR 72701 72701-6083

13. *Authority*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

14. *Counterparts*

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

15. *Facsimile*

For purposes of executing this Agreement, a facsimile signature shall be as effective as an actual signature.

16. *Applicable Law*

This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Arkansas.

17. *Survival*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

18. *No Waivers*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

19. *Time of Essence*

Time is of the essence in this Agreement.

20. *Invalidity*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

21. *Complete Agreement*

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.

**PURCHASER:**

**CITY OF FAYETTEVILLE,  
ARKANSAS**

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

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

By: \_\_\_\_\_  
**Authorized Agent:**

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

WITNESS:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Sondra E. Smith, City Clerk



OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



Kit Williams  
*City Attorney*

Blake Pennington  
*Assistant City Attorney*

Rhonda Lynch  
*Paralegal*

**TO: Mayor Jordan**  
**Paul Becker, Chief Financial Officer**  
**Don Marr, Chief of Staff**  
**Andrea Rennie, Purchasing Manager**  
**Chief Dayringer**

**FROM: Kit Williams, City Attorney**

A handwritten signature in blue ink, appearing to read "Kit Williams", with a long horizontal line extending to the right.

**DATE: September 20, 2017**

**RE: Sale of Municipal Real Estate**

Now that the City Council has removed its previous requirement of public bidding for the sale of municipal real estate, the Legislature has enacted such bidding requirements for the sale of real property "if the amount exceeds twenty thousand dollars (\$20,000.00). . . ." The index of the new Acts provided by the Municipal League identified this Act as "disposal of real or personal property. . ." Unfortunately Act 470 of 2017 covers much more than "disposal". I am glad I discovered and examined this four page Act regardless of its misleading index description.

I have attached Act 470 to this memo, but my understanding is that even our real estate in the Commerce Park would be subject to this law which will make it hard to negotiate deals with prospective buyers.

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- Reports,**
- Acts,**
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- Plan.**  
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- ginning**
- and, Act**
- 198.**
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- and safety**
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HB1483

Stricken language would be deleted from and underlined language would be added to present law.  
Act 470 of the Regular Session

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16, § 5

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Ninety-

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changes

1 State of Arkansas  
2 91st General Assembly  
3 Regular Session, 2017  
4  
5 By: Senator Irvin  
6 By: Representative Baltz

### A Bill

SENATE BILL 336

#### For An Act To Be Entitled

9 AN ACT TO CLARIFY THE LAW REGARDING THE SALE, LEASE,  
10 PURCHASING, AND DISPOSAL OF REAL AND PERSONAL  
11 PROPERTY OF MUNICIPALITIES; AND FOR OTHER PURPOSES.

#### Subtitle

15 TO CLARIFY THE LAW REGARDING THE SALE,  
16 LEASE, PURCHASING, AND DISPOSAL OF REAL  
17 AND PERSONAL PROPERTY OF MUNICIPALITIES.

20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21  
22 SECTION 1. Arkansas Code § 14-54-302 is amended to read as follows:  
23 14-54-302. Purchase, lease, and sale, and disposal authorized.

24 (a)(1) ~~Municipal corporations are empowered and authorized to A~~  
25 municipality may:

26 (1) sell ~~sell~~, convey, lease, rent, or let, or dispose any real  
27 estate or personal property owned or controlled by the ~~municipal~~  
28 ~~corporations. This power and authorization shall extend and apply to all such~~  
29 ~~real estate and personal property, including that which~~ municipality,  
30 including real estate or personal property that is held by the ~~municipal~~  
31 ~~corporation~~ municipality for public or governmental ~~uses~~ and purposes; i

32 (2) ~~Municipal corporations are empowered and authorized to buy~~  
33 Buy any real estate or personal property; i and

34 (b)(1)(3)(A) ~~Municipal corporations are also empowered and authorized~~  
35 ~~to donate~~ Donate real estate or personal property, or any part thereof of the  
36 real estate or personal property, to the federal government or any agency

1 thereof of the federal government, for any one (1) or more of the following  
2 purposes, that is, having the real estate, or personal property, or both,  
3 activated, reactivated, improved, or enlarged by the donee.

4 ~~(2)(A)(B)~~ The ~~municipal corporation~~ municipality may donate the  
5 fee simple title and absolute interest, without any reservations or  
6 restrictions, in and to all real estate, or personal property, or both, or  
7 any part of the real estate or personal property, to the federal government,  
8 if this real estate or personal property was previously conveyed or otherwise  
9 transferred by the federal government to the ~~municipal corporation~~  
10 municipality without cost to the ~~municipal corporation~~ municipality.

11 ~~(B)(C)~~ All other donation instruments shall contain  
12 provisions by which the title to the property donated shall revert to the  
13 ~~municipal corporation~~ municipality when the donated property is no longer  
14 used by the donee for the purposes for which it was donated.

15 ~~(e)(b)~~ The execution of all contracts and conveyances and lease  
16 contracts shall be performed by the mayor and city clerk or recorder, when  
17 authorized by a resolution in writing and approved by a majority vote of the  
18 ~~city council~~ governing body of the municipality present and participating.

19 ~~(c)~~ The mayor or his or her authorized representative may sell or  
20 exchange any municipal real estate or personal property with a value of  
21 twenty thousand dollars (\$20,000) or less, unless the governing body of the  
22 municipality shall by ordinance establish a lesser amount.

23 ~~(d)~~ Municipal real estate or personal property to be disposed of as  
24 one (1) unit shall not be sold without competitive bidding if the amount  
25 exceeds twenty thousand dollars (\$20,000) or the maximum provided by  
26 resolution, unless the mayor certifies in writing to the governing body of  
27 the municipality that in his or her opinion the fair market value of the item  
28 or lot is less than the amount established by ordinance.

29 ~~(e)(1)~~ If personal property of the municipality becomes obsolete or is  
30 no longer used by a municipality, the personal property may be:

- 31 (A) Sold at public or internet auction;  
32 (B) Sent to the Department of Finance and Administration's  
33 Marketing and Redistribution Section;  
34 (C) Transferred to another governmental entity within the  
35 state; or  
36 (D) Donated under this section.



1           (2) If an item of personal property is not disposed of under  
 2 subdivision (e)(1) of this section, the item may be disposed of in the  
 3 landfill used by the municipality if the mayor or his or her authorized  
 4 representative certifies in writing and the governing body of the  
 5 municipality approves that:

6                     (A) The item has been rendered worthless by damage or  
 7 prolonged use; or

8                     (B) The item has:  
 9                             (i) Only residual value; and  
 10                            (ii) Been through public auction and not sold.

11           (f)(1) A record shall be maintained of all items of personal property  
 12 disposed of under this section and reported to the governing body of the  
 13 municipality.

14           (2) The municipal fixed asset listing shall be amended to  
 15 reflect all disposal of real estate and personal property made under this  
 16 section.

17  
 18           SECTION 2. Arkansas Code § 14-58-306 is repealed.

19           ~~14-58-306. Disposal of municipal supplies, etc.~~

20           ~~(a) In a city of the first class, city of the second class, or~~  
 21 ~~incorporated town, the mayor or his or her authorized representative may sell~~  
 22 ~~or exchange any municipal supplies, materials, or equipment with a value of~~  
 23 ~~twenty thousand dollars (\$20,000) or less, unless the municipal governing~~  
 24 ~~body shall, by ordinance, establish a lesser amount.~~

25           ~~(b) No item or lot of supplies, material, or equipment that is to be~~  
 26 ~~disposed of as one (1) unit shall be sold without competitive bidding if the~~  
 27 ~~amount exceeds twenty thousand dollars (\$20,000) or the maximum provided by~~  
 28 ~~ordinance, unless the mayor shall certify in writing to the governing body~~  
 29 ~~that, in his or her opinion, the fair market value of the item or lot is less~~  
 30 ~~than the amount established by ordinance as indicated.~~

31           ~~(c)(1) If an item of personal property belonging to a municipality~~  
 32 ~~becomes obsolete or is no longer used by a municipality, it may be:~~

33                     (A) ~~Sold at public or Internet auction;~~  
 34                     (B) ~~Sent to the Marketing and Redistribution Section of~~  
 35 ~~the Office of State Procurement of the Department of Finance and~~  
 36 ~~Administration or~~

1                   ~~(C) Transferred to another governmental entity within the~~  
2 ~~state.~~  
3                   ~~(2) If an item is not disposed of under subdivision (c)(1) of~~  
4 ~~this section, the item may be disposed of in the landfill used by the~~  
5 ~~municipality if the mayor or his or her authorized representative certifies~~  
6 ~~in writing and the governing body of the municipality approves that it has:~~  
7                   ~~(A) Been rendered worthless by damage or prolonged use; or~~  
8                   ~~(B)(i) Only residual value; and~~  
9                   ~~(ii) Been through public auction and not sold.~~  
10                   ~~(d)(1) A record shall be maintained of all items disposed of and~~  
11 ~~reported to the governing body.~~  
12                   ~~(2) The municipal fixed asset listing shall be amended to~~  
13 ~~reflect all disposal of property made under this section.~~  
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APPROVED: 03/13/2017

# NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1607, FAYETTEVILLE, AR, 72702 • 479-442-1700 • FAX: 479-695-1118 • WWW.NWADG.COM

## AFFIDAVIT OF PUBLICATION

I Karen Caler, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

CITY OF FAYETTEVILLE  
Public Hearing-17-5940

Was inserted in the Regular Edition on:

September 15, 2017

Publication Charges: \$ 54.60

  
Karen Caler

Subscribed and sworn to before me  
This 15 day of Sept, 2017.

  
Notary Public  
My Commission Expires: 2/20/2024

CATHY WILES  
Arkansas - Benton County  
Notary Public - Comm# 12397118  
My Commission Expires Feb 20, 2024

**\*\*NOTE\*\***

Please do not pay from Affidavit.  
Invoice will be sent.

**NOTICE OF PUBLIC HEARING**  
A meeting of the City of Fayetteville City Council will be held on October 3, 2017 at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the October 3, 2017 Fayetteville City Council meeting.  
ADM 17-5940: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 603): Submitted by CITY STAFF for property located EAST OF 850 EAST PUMP STATION ROAD. The Fayetteville City Council is considering the sale of about 9.6 acres it owns EAST OF 850 EAST PUMP STATION ROAD to John Keough, Manager/Trustee of Cloud City LP, for \$153,600. The proposed use of the property is a metal austempering company. This possible sale will be considered by the City Council during its October 3, 2017 meeting at 113 W. Mountain Street, Room 219. 74270457 Sept. 14, 2017

**CERTIFICATE OF MAILING**

*I hereby certify that a true and correct copy of the attached written notice was placed in the U.S. mail, first-class, postage prepaid this 13th day of September, 2017, and*

*addressed as follows:*

**Name:** FLYING R RANCH LLC  
17848 WHEELER RD  
FAYETTEVILLE, AR 72704

**Name:** MATRIX INVESTMENT LLC  
C/O WILLIAM JOHNSON 1197 Happy Hollow Rd.  
FAYETTEVILLE, AR 72701

**Name:** FOSTER TRUST  
827 E PUMP STATION RD  
FAYETTEVILLE, AR 72701

**Name:** CHARLES THRASHER COMBS  
4821 E TURQUOISE AVE  
PARADISE VALLEY, AZ 85253

Andrew Harrison  
*(name of person completing the mailing)*



\_\_\_\_\_  
*(signature of person completing the mailing)*

City File No. /Name: \_\_\_\_\_ADM 17-5940



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

September 13, 2017

**Re: Public Notice – Sale of municipally owned real property**

Dear Property Owner:

Please be aware that the Fayetteville City Council will consider a Resolution and Contract to sell to Cloud City, LP. about 9.6 acres (parcel 765-16566-000) it owns on E. Pump Station Rd. for \$153,600. The property currently contains no structures. It is zoned I-2, General Industrial. Should the sale be approved, planned improvements include the development of a metal austempering facility.

This possible sale will be considered by the City Council during its 5:30 p.m. meeting held on October 3, 2017 in Room 219 of City Hall, located 113 W. Mountain Street.

If you wish to learn more about this proposed sale, please contact Devin Howland, Director of Economic Vitality at 479-575-8221. You may also attend the October 3, 2017 City Council meeting and ask questions or make comments when this resolution is presented for City Council consideration.

Sincerely,

Devin Howland  
Director of Economic Vitality  
City of Fayetteville, Arkansas

**CERTIFICATE OF SIGN POSTING**



*I, Andrew Harrison*

*attest that the above sign was posted on September 12, 2017 adjacent to  
Pump Station Rd.*

A handwritten signature in cursive script, appearing to read "A. Harrison".

*City File No./ ADM 17-5940*

# Exhibit A

