

City of Fayetteville Staff Review Form

2017-0611

Legistar File ID

1/2/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

12/14/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Budget Adjustment to utilize the revenue received from the sale of the Fire Prevention Bureau located at 833 N. Crossover Rd. The funds will be moved to the expense accounts of Capital Project: Fire Facility Maintenance and Capital Project: Fire Apparatus Purchases. These funds will be utilized for fire facility improvements and future fire apparatus purchases.

Budget Impact:

4470.300.8300-5400.00

Sales Tax Capital

4470.300.8300-5802.00

Account Number

Fund

02006.1

Fire Facility Maintenance

03019.1

Fire Apparatus Purchases

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 744,411.00

Funds Obligated \$ 619,711.56

Current Balance \$ 124,699.44

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 174,135.00

Remaining Budget \$ 298,834.44

V20140710

Previous Ordinance or Resolution # 238-17

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF JANUARY 2, 2018

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: December 14, 2017

SUBJECT: Staff recommends Approval of a Budget Adjustment to utilize the revenue received from the sale of the Fire Prevention Bureau located at 833 N. Crossover Rd.

RECOMMENDATION:

Staff recommends Approval of a Budget Adjustment to utilize the revenue received from the sale of the Fire Prevention Bureau located at 833 N. Crossover Rd.

BACKGROUND:

The Fayetteville Fire Department wants to utilize the revenue received in the Fire Capital Projects of Fire Facility Maintenance and Fire Apparatus Purchases.

DISCUSSION:

The Fire Department will utilize this revenue for renovating the existing Fire Department property located at 4140 South School to develop offices for the Fire Prevention Bureau and assist with funding for future fire apparatus purchases. \$74,135 will be moved into the Fire Facility Maintenance account and \$100,000 will be moved into the Fire Apparatus Purchases account upon Council approval of the Budget Adjustment.

BUDGET/STAFF IMPACT:

The funds will be moved to the expense accounts of Capital Project: Fire Facility Maintenance and Capital Project: Fire Apparatus Purchases.

Attachments:

Closing Documents; Budget Adjustment

SELLER/BORROWER'S AFFIDAVIT

STATE OF ARKANSAS, COUNTY OF: WASHINGTON

The undersigned, referred to as Seller/Borrower (whether one or more) being first duly sworn on oath that the Seller/Borrower is the owner of the following described lands, situated in Washington County, Arkansas, to-wit:

Lot Numbered Seven (7) in Block Numbered Three (3) of Eastwood Subdivision to 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. Less and except that portion laying within the right of way of line of Arkansas State Highway 265.

Seller/Borrower further states the following facts are true:

- 1. There is no adverse occupant of the property described above.
- 2. Seller/Borrower and those, under whom Seller/Borrower claims title, have been in peaceful possession of said lands for more than 7 years past.
- 3. There are no unrecorded options to purchase, Sales Contracts or Lease Agreements outstanding, which affects the property described above.
- 4. There have been no improvements made on the property described above during the past 130 days for which a Mechanic's and Materialmens' Lien may be filed.
- 5. No appliances have been installed in the property described above on deferred payments, which are unpaid for.
- 6. The property described above is not traversed by any roadways or easements, except those shown on record.
- 7. There are no delinquent assessments due on the resident's association on the property described above, if applicable.
- 8. That no money whatsoever is owed on subject property to any person, firm or corporation other than the following:
NONE
- 9. There are no outstanding judgments against Seller/Borrower as a result of legal action to include, but not limited to, Tax Liens, Divorce, Bankruptcy or Foreclosure.
- 10. There are no pending liti gations against Seller/Borrower which may result in a judgment.
- 11. That the marital status of Seller/Borrower has not changed since they acquired above described property.

Witness the hand and seal of the undersigned this 14 day of Dec, 2017.

[Signature]
Washington County Regional Ambulance Authority

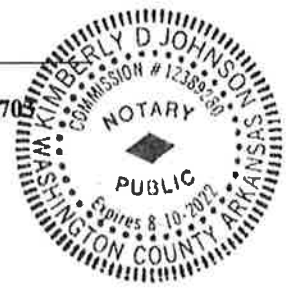
[Signature]
The City of Fayetteville

Subscribed and sworn to before me, a Notary Public, on this 14 day of Dec, 2017.

[Signature]
Notary Public

My Commission Expires:
8-10-2022

Please return this to Bronson Abstract Company, Inc., 3810 Front Street, Suite #5, Fayetteville, AR 72705
File Number: 23183-17



CLOSING CERTIFICATION

FILE No: 23183-17

Address: 833 N. Crossover Road, Fayetteville, AR 72701-3000

We the undersigned hereby state that we are the party(ies) with respect the property referenced above and theretofore make the following certifications where applicable:

PROPERTY ADDRESS PRORATIONS

~~Bronson Abstract Company, Inc. (hereinafter referred to as "Closing Agent") has prorated the current years real estate taxes (if a purchase) from January first of the current year through the date of the closing and have given the purchaser(s) credit for same on the settlement statement. The purchaser will therefore be responsible for payment of those taxes when they become due and payable the next payment cycle.~~

~~If an escrow is being established for payment of taxes and/or insurance then the Closing Agent has made the necessary entries on the settlement statement as instructed by the Lender. The reserves and monthly payments for the escrow have been established by using the current amounts provided by the County Assessor for the current year without consideration of any existing credits.~~

~~It is the responsibility of the undersigned Borrower(s)/Purchaser(s) to contact the County Assessor's office for the purpose of applying for any credits for which they may be entitled. It will also be the responsibility of the undersigned to provide the Lender with any information which would be necessary for the purpose of changes to any of the escrow payment amounts.~~

~~The Closing Agent hereby disclosed that the valuations as provided by the County Assessor's office at the time of closing may be changed at any time for the closing date forward and said Closing Agent shall not be held responsible or liable to the undersigned for any discrepancies and/or adjustments which may occur subsequent to the date of the closing.~~

TITLE INSURANCE AFFIDAVIT

The undersigned, where applicable, hereby affirm that they have received a copy of the title insurance commitment and are aware of any matters contained therein.

SURVEY-WAIVER

The undersigned affirm and acknowledge that they did not receive, unless previously agreed and/or required, a survey of the property, and further will have no coverage or protection on the title policy with respect to matters that would have been disclosed by an accurate survey of the property. It is the responsibility of the undersigned to request such coverage, including but not limited to survey matters, directly from the title insurance issuing agent prior to the closing and be responsible for additional coverage. In the even the survey coverage is requested and/or required, it is further the responsibility of the undersigned to provide the title insurance issuing agent a survey which would meet the criteria and requirements as determined by the title insurance company guidelines.

ERRORS AND OMISSIONS

The undersigned party(ies) affirm and acknowledge that they will cooperate and agree to re-executed any documents, initial any changes, or pay any additional amounts and/or fees which my result from clerical errors or other matters, including but not limited to misspellings, incorrect names, addresses, legal descriptions, costs, terms, conditions, computations, taxes collected or due and expenses which were all done in good faith by the Closing Agent and further agree to respond to any such request made by Closing Agent, Lender, or other parties involved, in a manner which is timely and consistent with such request.

We further agree to indemnify and hold Closing Agent, Lender and Realtors harmless from loss or damage or liability resulting from matters herein.


Dated this 8th day of December, 2017.

PURCHASER

Washington County Regional Ambulance Authority



By: Owen McAdoo, President



SELLER

The City of Fayetteville



WARRANTY DEED

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 Hundred Seventy-Five Thousand Dollars (\$175,000.00), the receipt of which is hereby acknowledged, and the public interest, does hereby grant, bargain, sell and convey unto **Washington County Regional Ambulance Authority**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

Lot Number Seven (7) in Block Numbered Three (3) of Eastwood Subdivision to 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. Less and except that portion lying within the right of way Arkansas State Highway 265. Subject to all easements and rights-of-way of record.

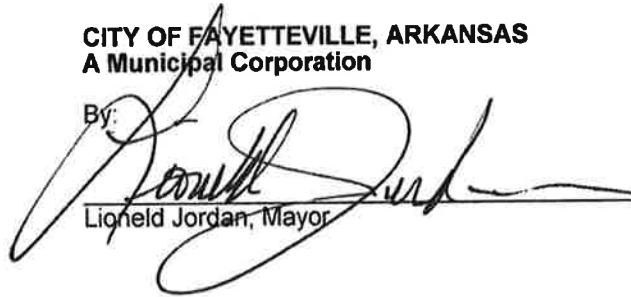
TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

Consideration for the conveyance of this property includes the public interest to help ensure that Grantee can adequately provide ambulance or other governmental-type emergency services to Fayetteville residents. If the Grantee attempts to convey the property for a non-governmental use at any time within twenty (20) years from the date of this conveyance, then the Grantor, City of Fayetteville, Arkansas shall have the right of first refusal to re-purchase the property for \$175,000.00. If the City desires to exercise this right of first refusal, it shall deliver written notice to that effect to Grantee within sixty (60) days of receiving notice in writing of Grantee's intent to convey the property.

WITNESS the execution hereof on this the 4 day of December, 2017.

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation

By:


Lioneld Jordan, Mayor


ATTEST:


Sondra Smith, City Clerk-Treasurer



REVENUE STAMPS AFFIDAVIT

The foregoing deed has the correct amount of Revenue Stamps affixed or is exempt from such stamps.

Signed: 
Mayor Lioneld Jordan
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

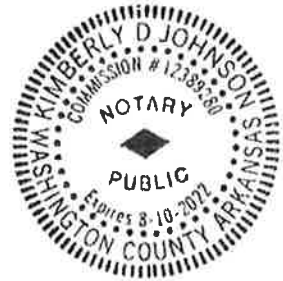
ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF WASHINGTON

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 **Lionel 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-Treasurer**, 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 City of Fayetteville, Arkansas, 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 14 day of December, 2017.

Kimberly D Johnson
Notary Public
My Commission Expires: 8-10-2022





FINAL
A. SETTLEMENT STATEMENT (HUD-1)

B. TYPE OF LOAN		
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FHMA	3. <input type="checkbox"/> CONV. UNINS.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
6. FILE NUMBER: 23183-17		7. LOAN NUMBER
8. MORTGAGE INS. CASE NO.:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Washington County Regional Ambulance Authority

E. NAME & ADDRESS OF SELLER: The City of Fayetteville

F. NAME & ADDRESS OF LENDER: Cash

G. PROPERTY LOCATION: 833 N. Crossover Road, Fayetteville, AR 72701-3000

H. SETTLEMENT AGENT: Bronson Abstract Company, Inc.
PLACE OF SETTLEMENT: 3810 Front Street, Suite 5, Fayetteville, AR 72703 (479) 442-2700

I. SETTLEMENT DATE: 12/14/2017 DISBURSEMENT DATE: 12/14/2017

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract sales price	175,000.00	401. Contract sales price	175,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)	425.00	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower:	175,425.00	420. Gross Amount Due To Seller:	175,000.00
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	865.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1st Mtg. Ln.	
205.		505. Payoff 2nd Mtg. Ln.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower:		520. Total Reductions In Amount Due Seller:	865.00
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement From/To Seller:	
301. Gross amount due from borrower (line 120)	175,425.00	601. Gross amount due to seller (line 420)	175,000.00
302. Less amount paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	865.00
303. Cash (X)FROM ()TO Borrower:	175,425.00	603. Cash (X)TO ()FROM Seller:	174,135.00

L.		SETTLEMENT	CHARGES	Escrow: 23183-17		
700. Total Sales/Broker's Commission:						
Based On Price \$		175,000.00	@	% =		
Division of Commission (line 700) As Follows:						
701.	\$	to				
702.	\$	to				
703.	Commission paid at settlement					
704.						
800. Items Payable In Connection With Loan:						
801.	Loan Origination fee		%			
802.	Loan Discount		%			
803.	Appraisal fee to: Cash Appraisal Fee					
804.	Credit report to: Cash Credit Report Fee					
805.	Lender's inspection fee					
806.	Mortgage insurance application fee to					
807.	Assumption fee					
808.	Loan Fee To: Cash Loan Fee					
809.	Underwriting Fee To: Cash Underwriting Fee					
810.						
811.						
812.						
813.						
814.						
815.						
816.						
817.						
818.						
819.						
820.						
821.						
900. Items Required By Lender To Be Paid In Advance:						
901.	Interest from	to	@ \$	/day	(0 days)	
902.	Mortgage insurance premium for		mo. to			
903.	Hazard insurance premium for		yrs. to			
904.	Flood insurance premium for		yrs. to			
905.						
906.						
1000. Reserves Deposited With Lender:						
1001.	Hazard insurance	0 months @ \$	0.00	per month		
1002.	Mortgage insurance	0 months @ \$	0.00	per month		
1003.	City property taxes	0 months @ \$	0.00	per month		
1004.	County property taxes	0 months @ \$	0.00	per month	County Taxes Reserves	
1005.	Annual assessments	0 months @ \$	0.00	per month		
1006.	Flood insurance	0 months @ \$	0.00	per month		
1007.		0 months @ \$	0.00	per month		
1008.	Aggregate Adjustment					
1009.						
1100. Title Charges						
1101.	Settlement or closing fee to Bronson Abstract Company, Inc. Title-Settlement Agent Fee				275.00	275.00
1102.	Abstract or title search to Bronson Abstract Company, Inc. Title-Title Search				125.00	125.00
1103.	Title examination to					
1104.	Title insurance binder to					
1105.	Document preparation to Bronson Abstract Company, Inc. Title - Document Preparation Fee					
1106.	Notary fees to					
1107.	Attorney's fees to					
	(includes above item Numbers:)					
1108.	Title insurance to Bronson Abstract Company, Inc. Title-Lender/Mortgagee Premium					
	(includes above item Numbers:)					
1109.	Lender's coverage \$ 0.00 Premium: \$ 0.00					465.00
1110.	Owner's coverage \$ 175,000.00 Premium: \$ 465.00					
1111.						
1112.						
1113.						
1114.						
1200. Government Recording and Transfer Charges:						
1201.	Recording fees: Deed \$	25.00	:Mortgage \$	0.00	:Releases \$ 0.00	
1202.	City/county tax/stamps: Deed \$	0.00	:Mortgage \$	0.00		
1203.	State tax/Stamps: Deed \$	0.00	:Mortgage \$	0.00		
1204.						
1205.						
1300. Additional Settlement Charges:						
1301.	Survey to					
1302.	Pest inspection to					
1303.						
1304.						
1305.						
1306.						
1307.						
1308.						
1400.	Total Settlement Charge (Enter on line 103, Section J - and - line 502, Section K)				425.00	865.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers/Purchasers

Washington County Regional Ambulance Authority

By: Rebecca Stewart
Owain McAtee, President
Rebecca Stewart

Sellers

The City of Fayetteville

By: [Signature]

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Lela R. Davis

Date: 12-14-17

Lela R. Davis, Bronson Abstract Company, Inc.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ORIGINAL DOCUMENT HAS RED KEYHOLE ICON THAT DISAPPEARS WITH HEAT

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

025505

PRO COPY

FAYETTEVILLE, AR 72701
FAYETTEVILLE, AR 72701
81-17829
23183-17

12/14/2017

\$ 174,135.00
DOLLARS

File No.:
FOUR THOUSAND ONE HUNDRED THIRTY FIVE AND NO

BRONSON STRAC COMPANY, INC.
ESCROW ACCOUNT
310 FRONT ST., SUITE 500
FAYETTEVILLE, AR 72701

PAY TO THE ORDER OF The City of Fayetteville
ONE HUNDRETH SEVEN THOUSAND ONE HUNDRED THIRTY FIVE AND NO

The City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Lela Davis
AUTHORIZED SIGNATURE

MEMO

⑆025505⑆ ⑆08290747⑆ 2098772⑆

THE BACK OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES