

City of Fayetteville Staff Review Form

2018-0500

Legistar File ID

10/2/2018

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

Summer Fallen

9/10/2018

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

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

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 2, 2018

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Summer Fallen, Airport Manager

DATE: September 10, 2018

SUBJECT: **Open Avenues Short-Term Lease Agreement**

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Open Avenues for an airport ground lease.

BACKGROUND:

Open Avenues will host a balloon festival at Drake Field on August 22-26, 2019.

DISCUSSION:

Open Avenues will host a balloon festival on Airport grounds.

BUDGET/STAFF IMPACT:

This lease will provide \$1,000 in revenue to the airport.

ATTACHMENTS:

SRF
SRM
Short Term Lease Agreement

SHORT TERM LEASE AGREEMENT
between The City of Fayetteville, Arkansas and Open Avenues

This Short Term Lease Agreement is entered into by the City of Fayetteville, Arkansas ("City") and Open Avenues, an Arkansas nonprofit corporation, for the use of airport grounds available at Drake Field:

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Open Avenues, as obligations to the City, the City lets, leases and demises unto Open Avenues, subject to the terms and conditions contained herein, the following described property (the "Leased Premises") situated in the City of Fayetteville, Washington County, Arkansas: Keyhole space located north of Airport terminal.

2. **Term.** This lease shall commence on August 22, 2019, at 8:00 am, and shall end on August, 26, 2019 at 8:00 am.

3. **Rent.** Open Avenues agrees to pay to City as rental for the term of this lease the sum of \$1,000.00. Payment shall be due on or before January 1, 2019.

4. **Use.** Open Avenues agrees to use the leased premises for events related to SOAR NWA.

5. **Cleaning and Maintenance.** Open Avenues shall be responsible for cleaning the Leased Premises prior to returning possession to the City. The actual cost of labor and materials shall be charged to Open Avenues if City is required to clean or repair the Leased Premises to restore the Leased Premises to its original condition.

6. **Restricted Areas.** Access by Open Avenues employees, agents or guests to the Airport hangars is strictly prohibited. Open Avenues shall provide personnel to ensure that no person attending its events enters any restricted area.

7. **Assignment or Sublease.** Open Avenues shall not assign this lease or sublet the Leased Premises without prior written consent of the City.

8. **Holdover.** Open Avenues hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its property from the Leased Premises immediately.

9. **Termination.** The City hereby reserves the right to terminate this lease at any time during the term of this lease if payment of rent is not received in accordance with Paragraph 3.

10. **Hold Harmless and Indemnification.** Open Avenues shall hold harmless, defend and indemnify the City of Fayetteville, its officers, and employees, against any and all claims, actions, suits, charges and judgments whatsoever that arise out of Open Avenues's use of the Leased Premises; and does agree and understand that nothing herein shall be construed to alter,

limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.

11. **Non-Waiver.** It is agreed that the failure of the 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 Open Avenues 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.

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

13. **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.

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

15. **Notices.** Notices may be sent to the parties at the following addresses:

City of Fayetteville, Arkansas
ATTN: Airport Manager
4500 S. School Avenue
Suite F
Fayetteville, Arkansas 72701

Open Avenues
ATTN: Kelly Sampson
2202 N. 24th St
PO Box 908
Rogers, AR 72757-0908


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.

IN AGREEMENT with all the terms, promises, and conditions set out above, the parties sign their names below this ____ day of _____, 2018:

CITY OF FAYETTEVILLE:

By: _____
LIONELD JORDAN, Mayor

OPEN AVENUES

By:  _____
KELLY SAMPSON, Development Director

ATTEST:

By: _____
SONDRA SMITH, City Clerk