

City of Fayetteville Staff Review Form

2019-0848

Legistar File ID

12/17/2019

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

Summer Fallen

11/22/2019

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and the University Osher Lifelong Learning Institute for classes from January 1st, 2020 through December 31st, 2020.

Budget Impact:

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

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF DECEMBER 17, 2019

TO: Mayor Lioneld Jordan
THRU: Don Marr, Chief of Staff
FROM: Summer Fallen, Airport Manager
DATE: **November 22, 2019**
SUBJECT: **University of Arkansas Osher Lifelong Learning Institute Lease Agreement**

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and the University of Arkansas Osher Lifelong Learning Institute from January 1st, 2020 through December 31st, 2020.

BACKGROUND:

The University of Arkansas Osher Lifelong Learning Institute was founded by the Bernard Osher Foundation and provides affordable education opportunities to its members.

DISCUSSION:

The University of Arkansas Osher Lifelong Learning Institute requests space in the Airport Terminal Building to conduct classes for 2020. The space occupied by Osher consists of 3,924 square feet. If we had permanent aeronautical tenant, this space would be leased for \$7.00 per square foot on a yearly basis, however we have not had any inquiries for this space for the last several years. Osher has expressed interest in a permanent lease, but has to get U of A approval, which thus far has not been forthcoming. Due to their continued interest, we have agreed to lease them the space for a daily fee of twenty-five dollars, with the understanding that they will have to vacate if a permanent tenant is procured. This arrangement has worked well in the past, with FEMA using this space for a claim center due to the flooding in April 2017. Osher has allowed us to use their furnishings, tables, and chairs when other groups have used this space when classes were not being taught. This agreement has been successful for both the Airport and Osher while providing some funds for utilities and displaying our airport and its services to a section of the public that would not normally be exposed to the Fayetteville Municipal Airport.

BUDGET/STAFF IMPACT:

The University of Arkansas Osher Lifelong Learning Institute will pay rent of \$25 per day to use the space based on the Airport's standard meeting room rental rate.

ATTACHMENTS:

Staff Review Form
City Council Memo
Lease Agreement
Exhibit A

Lease Agreement
between The City of Fayetteville, Arkansas
And
University of Arkansas, OSHER Lifelong Learning Institute

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas (“City”) and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, OSHER Lifelong Learning Institute (“OLLI”) for the use of space available in the City’s Drake Field terminal building to conduct classes for the Fall 2020 semesters.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by OLLI as obligations to the City, the City lets, leases and demises unto OLLI, 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 January 1, 2020, and shall end on December 31, 2020. The term of this lease may be terminated early by the City without cause only upon sixty (60) days prior written notice. The term of this lease may be extended only upon the mutual agreement of OLLI and the City.

3. **Rent.** OLLI agrees to pay to City of Fayetteville as rental for the term of this lease the sum of \$25.00 for each day it uses the Leased Premises. OLLI is not required to use the Leased Premises for any minimum number of days each month. 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 OLLI. 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 sixty (60) business days from the due date.

4. **Use.** OLLI agrees to use the lease premises for classes, seminars or other events 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. OLLI 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. OLLI will notify the Airport Administration Office of any cancelled classes as soon as possible. An OLLI 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. OLLI 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.** OLLI acknowledges that the Transportation Security Administration may require use of the Leased Premises for certain chartered flights that may interfere with OLLI’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 OLLI but makes no guarantees. OLLI shall not be responsible for the payment of rent for any days the Leased Premises are unavailable for a previously scheduled class or event, nor shall the City be liable to OLLI for any costs or expenses involved in rescheduling or relocating a class when the Leased Premises are required for use by the Transportation Security Administration or for maintenance issues.

6. **Access to Airport Terminal Amenities.** OLLI staff shall have access to the attached unused kitchen area to store tables and chairs for its classes and events and OLLI further agrees that its tables and chairs may be used by the City or other organizations utilizing the Leased Premises at times not scheduled for OLLI's use. OLLI understands that this area is not secured at times when the Terminal Building is open to the public. The City also agrees to allow storage of media and other electronic equipment in the secured closet area in the Airport Terminal storage room as space allows. OLLI agrees that the City shall not be responsible for theft or damage of any OLLI property that is stored at the Airport Terminal.

The restrooms near the post office are available for OLLI use. OLLI agrees to provide toilet paper, paper towels and other supplies as needed for the restrooms to cover faculty, staff, student and guest use.

7. **Restricted Areas.** Access by OLLI faculty, staff, students and guests to the Airport Flight Line (including but not limited to the apron, runway, hangars) is strictly prohibited.

OLLI faculty, staff, students and guests shall not enter any offices, rooms or areas not specifically designated for their use in paragraphs 4 and 6 above. This includes, but is not limited to, the flight planning area, pilot lounge areas, TV lounge and beverage station.

OLLI staff and students are not allowed the use the restrooms in the lobby area. OLLI staff and students will not gather or loiter in the Airport Terminal lobby area and shall enter into the Leased Premises as expeditiously as possible.

8. **Parking.** OLLI faculty, staff, students and guests will park only in the third row of the Drake Field parking lot furthest from the Airport Terminal. This area is identified in the map attached as Exhibit A.

9. **Cleaning and Maintenance.** The City shall provide regular janitorial and maintenance services for the Leased Premises.

10. **Assignment.** OLLI shall not assign this lease or sublet the Leased Premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3 above. Any such assignment or subletting shall in no way relieve OLLI from liability for the obligations imposed by this lease. OLLI may only be released from liability by a specific written release executed by the City.

11. **Holdover.** OLLI 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 Airport Terminal immediately.

12. **Termination.** The City hereby reserves the right to terminate this lease at any time during the term of this lease if payment of rent in accordance with Paragraph 3 above is not received within five (5) business days from the due date. If the lease is terminated, OLLI will remove its property from the Airport Terminal immediately.

13. **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 OLLI 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.

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

15. **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.

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

17. **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:

BOARD OF TRUSTEES OF THE UNIVERSITY
OF ARKANSAS, ACTING FOR AND ON
BEHALF OF THE UNIVERSITY OF ARKANSAS,
OSHER LIFELONG LEARNING INSTITUTE

By: _____
LIONELD JORDAN, Mayor

By: _____

Printed Name: _____

Title: _____

Digitally signed by Becky
McCoy, APO, On behalf of the
Board of Trustees of the
University of Arkansas, acting
for and on behalf of the
University of Arkansas,
Fayetteville. Director,
Procurement-Strategic
Sourcing & Contracts.
Date: 2019.11.21 11:14:09
-06'00'

ATTEST:

By: _____
KARA PAXTON, City Clerk

Exhibit A

OLLI Designated Parking Area

