

City of Fayetteville Staff Review Form

2019-0837

Legistar File ID

12/3/2019

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

Lee Farmer

11/19/2019

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to approve the Memorandum of Understanding with the Fayetteville School District to allow the City the use of the School's portion of Lewis property (approximately 12.4 acres) in exchange for the City utilizing and maintaining the School's land until they are ready to utilize the property.

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20180321

Purchase Order Number:

Previous Ordinance or Resolution # 203-19

Change Order Number:

Approval Date: 9/3/2019

Original Contract Number:

Comments:



MEETING OF DECEMBER 3, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks & Recreation Director

FROM: Lee Farmer, Recreation Superintendent

DATE: November 19, 2019

SUBJECT: Resolution to approve the Memorandum of Understanding with the Fayetteville School District to allow the City the use of the School's portion of Lewis property (approximately 12.4 acres) in exchange for the City utilizing and maintaining the School's land until they are ready to utilize the property.

RECOMMENDATION:

Resolution to approve the Memorandum of Understanding with the Fayetteville School District to allow the City the use of the School's portion of Lewis property (approximately 12.4 acres) in exchange for the City maintaining the School's land until they are ready to utilize the property.

BACKGROUND:

On June 29, 1993, the City entered into a 25-year Joint Lease Agreement with the University of Arkansas which included the city leasing 27.5 acres to establish recreational fields for the public at Lewis Avenue. These fields, concession stand/restrooms and parking lot were developed into the Lewis Soccer Complex in 1995. The City and the Fayetteville School District have entered into an agreement with the University of Arkansas to jointly purchase the land by Resolution 203-19. Closing of the land sale is expected to be in December of 2019.

DISCUSSION:

Parks and Recreation is currently utilizing the Lewis property for recreation programs, rentals for tournaments and other community events. During the meeting with Fayetteville Public Schools about jointly purchasing the property, the school stated it would probably be several years before they would be ready to develop their property. The school system stated they would allow the City's continued usage of their property if the City provided all maintenance and upkeep at the sole cost of the City. The Schools are to provide the City a 6 month notice of their intent to utilize their property. This agreement is beneficial for both the City and the Schools.

BUDGET/STAFF IMPACT:

Parks and Recreation has been maintaining this property for the past 26 years. The rental fees charged will minimize the actual cost of maintenance on the school's property.

Attachments:

Memorandum of Understanding
Resolution 203-19

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Memorandum") is executed by and between the City of Fayetteville, Arkansas (the "City") and Fayetteville School District No. 1 of Washington County, Arkansas (the "District").

WHEREAS, the Board of Directors of the District has adopted a Resolution to work jointly and cooperatively with the City Council of the City to increase opportunities for active recreation for Fayetteville residents through shared use agreements; and

WHEREAS, the City Council of the City has adopted a Resolution expressing its intention to increase in-kind or monetary compensation, including additional budgetary authority, to facilitate the improved access to active recreation facilities for the citizens of the City through shared use agreements with the District; and

WHEREAS, the City and the District have entered into a Real Estate Agreement (Offer and Acceptance) with the Board of Trustees of the University of Arkansas, acting on behalf of the Division of Agriculture, agreeing to purchase certain property situated in Washington County, Arkansas (the "Agreement"); and

WHEREAS, a true and correct copy of the Agreement is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the City and the District entered into the Agreement with the intent to divide the property which is the subject of the Agreement (the "Property") into lots of approximately equal value to be used cooperatively and initially for public and school recreation purposes; and

WHEREAS, the District desires to allow the City to use the District's portion of the Property until further notice in return for the City's agreement to provide all maintenance and upkeep on the Property at the sole cost of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and stipulations contained herein, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

Section 1: The District hereby agrees to allow the City to use the District's portion of the Property until such time as the District has made plans for the use of its portion of the Property. The District further agrees to provide at least six (6) months' notice to the City of the District's intent to begin using its portion of the Property.

Section 2: In consideration of the City's use of the Property until further notice from the District, the City shall be responsible for all maintenance and upkeep of the Property at the sole cost of the City.

Section 3: The terms of this Memorandum shall expire when the District provides written notice to the City that the District intends to use its portion of the Property based on plans approved by the District.

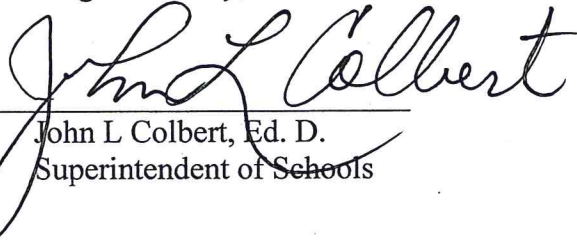
Section 4: The notice contemplated by this Memorandum shall be sent to the following:

City of Fayetteville
Attn.: Mayor's Office
113 W. Mountain Street
Fayetteville, Arkansas 72701

Section 5: For purposes of executing this Memorandum, a scanned or facsimile signature shall be as effective as an actual signature. This Memorandum may be executed in counterparts, each of which shall be deemed an original.

EXECUTED by the parties this _____ day of November, 2019.

Fayetteville School District No. 1
of Washington County, Arkansas

By: 
John L. Colbert, Ed. D.
Superintendent of Schools

City of Fayetteville, Arkansas

By: _____
Lioneld Jordan
Mayor



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 203-19

File Number: 2019-0541

LEWIS FIELDS PARK REAL ESTATE AGREEMENT:

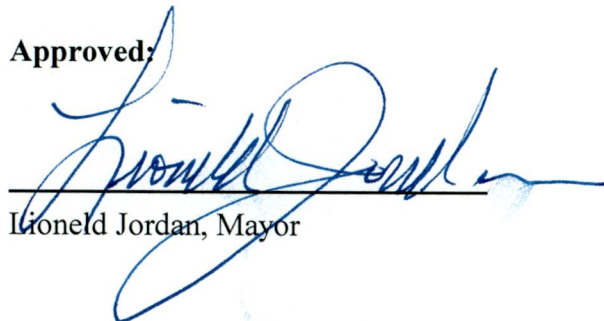
A RESOLUTION TO APPROVE THE REAL ESTATE AGREEMENT (OFFER AND ACCEPTANCE) BETWEEN THE CITY OF FAYETTEVILLE AND THE FAYETTEVILLE PUBLIC SCHOOL DISTRICT TO JOINTLY PURCHASE ABOUT 27.5 ACRES KNOWN AS LEWIS FIELDS PARK FROM THE DIVISION OF AGRICULTURE OF THE UNIVERSITY OF ARKANSAS IN THE AMOUNT OF THREE AND A HALF MILLION DOLLARS (\$1,750,000.00 EACH) PLUS ANY ASSOCIATED CLOSING COSTS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Division of Agriculture of the University of Arkansas leased to the City about 25 acres known as Lewis Fields for more than two decades, but now is agreeable with selling this property jointly to the City and Fayetteville School Public District for public and school recreation uses; and

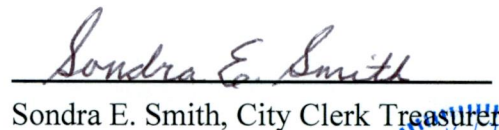
WHEREAS, The City and Fayetteville Public School District desire to preserve much of Lewis Fields for public and school recreation purposes.

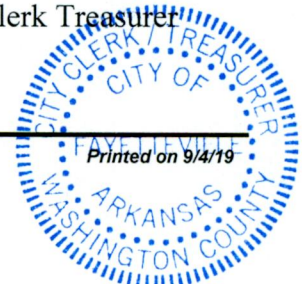
PASSED and APPROVED on 9/3/2019

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2019-0541

Agenda Date: 9/3/2019

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 17

LEWIS FIELDS PARK REAL ESTATE AGREEMENT:

A RESOLUTION TO APPROVE THE REAL ESTATE AGREEMENT (OFFER AND ACCEPTANCE) BETWEEN THE CITY OF FAYETTEVILLE AND THE FAYETTEVILLE PUBLIC SCHOOL DISTRICT TO JOINTLY PURCHASE ABOUT 27.5 ACRES KNOWN AS LEWIS FIELDS PARK FROM THE DIVISION OF AGRICULTURE OF THE UNIVERSITY OF ARKANSAS IN THE AMOUNT OF THREE AND A HALF MILLION DOLLARS (\$1,750,000.00 EACH) PLUS ANY ASSOCIATED CLOSING COSTS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Division of Agriculture of the University of Arkansas leased to the City about 25 acres known as Lewis Fields for more than two decades, but now is agreeable with selling this property jointly to the City and Fayetteville School Public District for public and school recreation uses; and

WHEREAS, The City and Fayetteville Public School District desire to preserve much of Lewis Fields for public and school recreation purposes.

City of Fayetteville Staff Review Form

2019-0541**Legistar File ID****9/3/2019**

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

Paul A. Becker

8/26/2019

Chief Financial Officer
Finance & Internal Services Department

Submitted By**Submitted Date****Division / Department****Action Recommendation:**

A Resolution approving the land sale agreement with the University of Arkansas System Division of Agriculture for the acquisition of the Lewis Fields Park Land of a portion of the 27.50 acres (to be determined by the lot split of equal value with the Fayetteville Public School District) for \$1,750,000, plus any associated closing costs; and approval of a Budget Adjustment.

Budget Impact:

4605.860.7510-5805.00		4605 - Park Projects 2019 Bonds	
Account Number		Fund	
46050.7510		Park Projects (2019 Bonds), Lewis Park Land Acquisition	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 11,153,726.00
		Funds Obligated	\$ 127,290.00
		Current Balance	\$ 11,026,436.00
Does item have a cost?	Yes	Item Cost	\$ 1,750,000.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ -
		Remaining Budget	\$ 9,276,436.00

V20180321

Purchase Order Number: _____

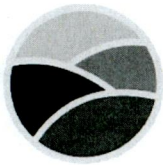
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY COUNCIL MEMO

MEETING OF SEPTEMBER 3, 2019

TO: Mayor and City Council
FROM: Paul A. Becker, Chief Financial Officer
DATE: August 26, 2019

SUBJECT: A Resolution to Approve the Land Sale Agreement with the University of Arkansas System Division of Agriculture for the purchase of Lewis Fields Park Land

RECOMMENDATION:

Staff recommends the City Council approve the land sale agreement with the University of Arkansas System Division of Agriculture for the acquisition of the Lewis Fields Park Land of a portion of the 27.50 acres (to be determined by the lot split of equal value with the Fayetteville Public School District) for \$1,750,000, plus any associated closing costs.

BACKGROUND:

The Lewis Park Land is located east of Asbell Elementary School and has served the community as a soccer park since the City of Fayetteville began leasing the land from the university in 1993. The potential purchase of the Lewis Park Land was proposed during the City Council discussion of parks projects for the 2019 bond initiative, which was subsequently approved by Fayetteville voters in April.

DISCUSSION:

The City and the University of Arkansas System Division of Agriculture negotiated to purchase the land according to the attached land sale agreement. The City Attorney and Mayor have recommended it is best to present the Land Sale Agreement to the City Council for approval before the Agreement is submitted to the U of A Board of Trustees on September 12th, 2019.

BUDGET/STAFF IMPACT:

The budget for this project will be approved on the September 3rd, 2019 City Council meeting prior to this item. The attached Budget Adjustment will be moving \$1,775,000 (\$1,750,000 for the actual land purchase + \$25,000 to cover any closing costs) from the Parks Bond Project unallocated budget program. Any residual budget will revert back to the unallocated budget once all costs have concluded.

Attachments:

Budget Adjustment,
Real Estate Agreement (Offer and Acceptance)

Real Estate Agreement (Offer and Acceptance)

The Board of Trustees of the University of Arkansas, acting on behalf of the Division of Agriculture ("Seller"), makes the following offer to sell the property described herein to the City of Fayetteville, Arkansas ("City") and to Fayetteville School District Board No. 1 ("School District") (together, "Buyers"):

1. The University officer signing this offer is authorized to extend an offer to sell. However, only the Board of Trustees of the University of Arkansas holds the authority to convey real property. Accordingly, the Seller's obligation to sell the Property (as defined below) is conditioned upon approval of a resolution by the Board of Trustees of the University of Arkansas, confirming the Board's consent to conveyance of the Property and the terms of this agreement.

2. Subject to and on the terms and conditions set forth herein, Seller offers to sell, and the Buyers offers to purchase, the following described property situated in Washington County, Arkansas (the "Property"):

The North West quarter (NW 1/4) of the North East quarter (NE 1/4) of Section Eight (8), in Township Sixteen (16) North, Range Thirty (30) West of the 5th P.M. less twelve and one half (12.50) acres off the east side of said 40 acre tract, and also except that part of the said tract now taken up and used as public roads or highways, being twenty seven and one half (27.50) acres, more or less.

3. Prior to closing Buyers may obtain a land survey of the Property, at Buyers' sole expense, in order to establish a more precise description of the Property's boundaries.

4. The City and the School District intend to divide the Property into lots of approximately equal value to be used cooperatively and initially for public and school recreation purposes. All surveying work, and any necessary approvals, and all associated costs for any lot

splits, lot line adjustments or other subdivisions shall be the responsibility of the Buyers. The Seller will cooperate with Buyers, at no cost to Seller, in completion of the required surveying.

5. At closing the Buyers will pay to Seller the cash sum of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) for the Property. Buyers will pay 2/3 of the closing agent's fee, and Seller will pay 1/3 of the closing agent's fee. Buyers will pay the recording fee for the general warranty deed. Buyers will pay the cost of any revenue stamps. Buyers' counsel will prepare the general warranty deed and any other closing documents required by Buyers at closing. Seller hereby authorizes the closing agent to have prepared any release deeds, affidavits or other documents required to be executed by Seller at closing.

6. Conveyance shall be made to Buyers, or as directed by Buyers, by general warranty deed, subject to restrictions and easements which, in the Buyers' judgment, do not materially affect the merchantability of the Property or the Buyers' intended use of the Property. Pursuant to Ark. Code Ann. § 22-6-113, Seller shall retain a one-half (1/2) ownership interest in and to all the oil, gas, and other minerals in or under the Property. Seller shall also execute at closing an affidavit stating in substance that the Property is not subject to adverse possession claims and that no work or materials have been performed on the Property within one hundred and thirty (130) days of closing for which a lien might be asserted. Possession of the Property shall be delivered to Buyers at closing, free of any tenancies or other third party possessory rights.

3. Seller shall furnish Buyers, at Seller's cost, an owner's title insurance policy in the amount of the purchase price, reflecting merchantable title and issued on terms and conditions satisfactory to Buyers' attorneys. If objections are made to Seller's title, Seller shall have a reasonable time, not to exceed thirty (30) days from the date of Buyers' written notification of such objections, to cure such defects to Buyers' satisfaction. If such defects are not cured within

thirty (30) days. the Buyers may terminate this agreement or may, at their election, take title subject to any such defects.

4. Prior to closing Buyers may inspect the Property for environmental hazards and may obtain at their cost a Phase I environmental report performed by a licensed engineer or firm selected by Buyers. If the inspection or report discloses environmental hazards requiring remediation, Buyers will have the right to terminate this agreement on written notice to Seller unless Seller elects to pay the cost of remediation or to reduce the purchase price by the cost of remediation.

5. No general taxes are currently owed on the Property, as Seller is immune from ad valorem taxation. Any general taxes and special assessments incurred on the Property as of the closing date and thereafter shall be the responsibility of the Buyers.

6. Buyers represent to Seller that Buyers have full power and authority to execute this real estate agreement. Seller represents that it has full power and authority to convey the Property and that there are no options, rights of first refusal or contracts, written or oral, for the sale of the Property or which otherwise would affect Seller's obligations hereunder. Seller further represents that the individual signing on its behalf is authorized to sign this agreement.

7. Seller represents to Buyers that the Property is presently leased to the City. Seller and the City agree that, if not sooner terminated, such lease shall terminate at the date and time of the closing of the sale of the Property pursuant to this agreement.

8. The closing date shall be at a time and place established by Buyers and is estimated to occur within sixty (60) days following the date the Board of Trustees of the University of Arkansas approves a resolution confirming this agreement. The parties may extend the closing

date beyond such time if necessary to complete title requirements, inspections, review or approvals. Possession shall be delivered to Buyers upon closing.

9. All structures, improvements, fixtures and attached equipment, if any, are included in the purchase price.

10. Buyers will inspect the Property prior to closing and are not relying upon any warranties, representations or statements of Seller, if any, as to the age or condition of the improvements, other than those specified in this agreement.

11. Each party covenants that no broker has been involved in this real estate agreement and that no commission is or will be owed on the sale of the Property.

12. This real estate agreement contains the entire agreement of the parties and may not be changed, modified or amended except by a written instrument signed by both parties.

13. There are no agreements or representations, written or oral, with respect to the subject matter of this agreement which are not contained herein.

14. Seller shall provide to Buyer any disclosure required by Governor's Executive Order 98-04.

15. Notices required by this agreement shall be in writing, and shall be delivered via mail, personal delivery, or email, to the following:

If to the City of Fayetteville:

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

If to the Fayetteville School District:

Fayetteville School District No. 1
Superintendent's Office
1000 West Bulldog Boulevard
Fayetteville, AR 72701

If to the Seller:

University of Arkansas Division of
Agriculture
Attn: Dr. J.F. Meullenet
DTAS 215
1371 Altheimer Drive
Fayetteville, Arkansas 72704

With a copy to:

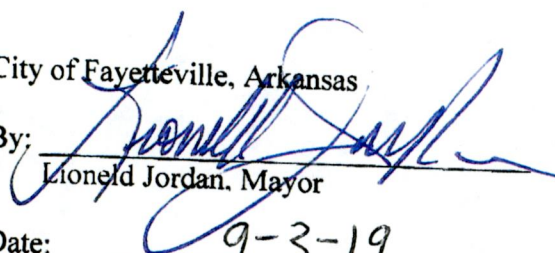
Office of General Counsel
University of Arkansas System
2404 North University
Little Rock, AR 72207

16. For purposes of executing this agreement, a scanned or facsimile signature shall be as effective as an actual signature.

17. All understandings and agreements heretofore existing between or among 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 all of the parties hereto and shall apply to and bind the successors and assigns of all of the parties hereto.

18. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.

City of Fayetteville, Arkansas

By: 
Lioneld Jordan, Mayor

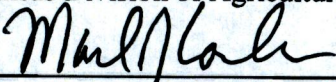
Date: 9-3-19

Fayetteville School District No 1

By: 

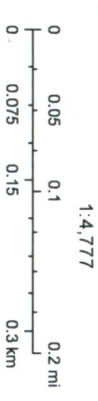
Date: 9-11-19

The Board of Trustees of the University of
Arkansas, acting on behalf of the University of
Arkansas Division of Agriculture

By: 
Dr. Mark J. Cochran, Vice President,
Division of Agriculture

Date: 9-18-19

47 bad



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2 Errors

Budget Year 2019	Division /Org2 Requestor: Kevin Springer	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A Resolution approving the land sale agreement with the University of Arkansas System Division of Agriculture for the acquisition of the Lewis Fields Park Land of a portion of the 27.50 acres (to be determined by the lot split of equal value with the Fayetteville Public School District) for \$1,750,000, plus any associated closing costs; and approval of a Budget Adjustment of \$1,750,000 + Contingency (\$25,000) related to any closing costs.

	COUNCIL DATE:	9/3/2019
	LEGISTAR FILE ID#:	2019-0541
		<i>Kevin Springer</i>
		8/26/2019 5:36 PM
	Budget Director	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

TOTAL

v.20190816

[illegible]