

City of Fayetteville Staff Review Form

2020-0412

Legistar File ID

6/2/2020

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

Byron Humphry

5/13/2020

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a lease agreement with Froud Farms for about 54.5 acres of City Park land for the sole purpose of cutting hay for the amount of \$150.00 per year and to cut hay on other park properties as needed for \$2.00 per bale.

Budget Impact:

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?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20180321

Purchase Order Number: \_\_\_\_\_

Previous Ordinance or Resolution # 140-14

Change Order Number: \_\_\_\_\_

Approval Date: 8/5/2014

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

Comments:



**MEETING OF JUNE 2, 2020**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Connie Edmonston, Parks and Recreation Director

**FROM:** Byron Humphry, Park Maintenance Superintendent

**DATE:** May 13, 2020

**SUBJECT:** Froud Farms Hay Agreement

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**RECOMMENDATION:**

A resolution to approve a lease agreement with Froud Farms for about 54.5 acres of City Park land for the sole purpose of cutting hay for the amount of \$150.00 per year and to cut hay on other park properties as needed for \$2.00 per bale.

**BACKGROUND:**

Park properties at Hobby Use area at Lake Fayetteville Park, Madison Natural area, Bayyari Park, and Combs Park have historically been maintained as natural areas and brush hogged three to four times per year. In 2010 and again in 2014, the City entered a 5-year agreement with Froud Farms to mow these areas for hay. This agreement saved staff time and expense by not having to brush hog these areas. The latest agreement expired at the end of 2019.

**DISCUSSION:**

A request for bids was advertised on February 14, 2020. Only one complete bid was received which was from Froud Farms in the amount of \$150 per year. In addition to the four properties listed above, the current bid also includes 3.5 acres at Rodney Ryan Park as well as a provision to mow other park properties as needed for \$2 per bale.

**BUDGET/STAFF IMPACT:**

Staff time and expense required to brush hog undeveloped land will be reduced. In addition, \$150 will be received annually.

**Attachments:**

Froud Farms Agreement  
Bid Tab 20-38

**City of Fayetteville**  
**Bid 20-38, Hay Fields Lease – Parks and Recreation**  
**Lease Agreement**

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This Agreement executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called "Fayetteville" and FROUD FARMS of 1750 Steel Rd., Springdale AR 72762 ph.(479-841-9651), hereinafter called "FROUD FARMS".

1. **Premises.** Fayetteville hereby leases to FROUD FARMS, and FROUD FARMS hereby leases from Fayetteville, the following described property situated in Washington County, Arkansas:

Approximately 54.5 acres, more or less, or that portion of Park property marked on the maps entitled, "Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5", attached hereto and made a part hereof.

2. **Term.** This Lease shall be for a term of five (5) years commencing on the first day approved by the Fayetteville City Council in 2020 and ending on December 1, 2024.
3. **Consideration.** In consideration of Fayetteville leasing the above described property to FROUD FARMS for the aforesaid term, FROUD FARMS agrees to pay Fayetteville a total sum of \$ 150.00 dollars, payable as follows: Upon execution of this agreement, FROUD FARMS shall pay Fayetteville \$ 150.00 dollars annually, on or **before the 1<sup>st</sup> day of July** of this year and each succeeding year while this lease is in effect. In addition, as needed, other parcels may be periodically identified and coordinated with the City to cut and remove hay, and in such instances FROUD FARMS agrees to pay the City \$ 2.00 dollars per bale.
4. **Conditions.** This lease shall be subject to the following conditions:
- This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hayfield(s) on Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5 and/or any additional parcels as coordinated with the City and according to all terms and conditions and information contained in Bid 20-38.
  - FROUD FARMS agrees that livestock shall not be permitted to enter upon any land owned by City of Fayetteville, or the land included in this lease.
  - FROUD FARMS shall keep and maintain the property covered by this lease in a good condition; that he/she will keep all fence rows and drains free and clear of weeds and underbrush.
  - FROUD FARMS shall fertilize said lands as needed according to soil test recommendations. FROUD FARMS shall fertilize these leased areas with fertilizer approved by the Parks and Recreation

Department prior to fertilization taking place. No poultry litter or other animal manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.

- e. FROUD FARMS agrees to exercise caution and reasonable care during cutting and removal of hay so that park patrons or adjacent property owners are not injured or endangered.
- f. FROUD FARMS shall brush-hog or otherwise keep the brush cut annually from all areas not mowed for hay.
- g. FROUD FARMS shall not erect any structures of any nature whatsoever on said property including additional fences or gates without explicit written permission from the City.
- h. FROUD FARMS shall not permit any public nuisance to exist on said lands.
- i. FROUD FARMS shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from said above described lands any tree, soil, rock, or minerals of any kind whatsoever, except for hay. Furthermore, FROUD FARMS specifically agrees that he/she will not hunt or allow hunting by any person or persons on said property.
- j. FROUD FARMS agrees that Fayetteville, or its agents, shall have the right at all times to enter upon said property for the purposes of inspecting same.
- k. Fayetteville shall have the right of granting easements for any purpose on, over, and across said property.
- l. Fayetteville shall have the right to enter upon said land for the purpose of constructing and/or maintaining anything that Fayetteville in its own judgment may require without the necessity to notify, or of having to pay any compensation to the FROUD FARMS as damages by reason of the exercise of any of these rights and privileges.
- m. FROUD FARMS hereby agrees to hold harmless and indemnify Fayetteville from any and all claims or damages occasioned by or arising from FROUD FARMS's activities upon the above described property.
- n. FROUD FARMS shall not assign this Lease or sublet any part of the above described property without first obtaining the written consent of Fayetteville.
- o. This Agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.
- p. Notice as provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed as follows:



Notice to Fayetteville:  
Fayetteville Parks and Recreation  
ATTN: Byron Humphry  
113 W. Mountain Street  
Fayetteville, Arkansas 72701  
479-444-3471

Notice to FROUD FARMS:  
Darrell Froud  
1750 Steele Rd.  
Springdale, AR 72762

5. Standard Federally Required Conditions. Under no circumstances is this lease an exclusive right to provide this service. Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. FROUD FARMS shall furnish services on a fair, equal and not unjustly discriminatory basis to all users of the service provided.

FROUD FARMS

By: 

  
Printed Name & Title

CITY OF FAYETTEVILLE, ARKANSAS

\_\_\_\_\_  
LIONELD JORDAN, Mayor

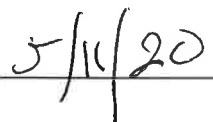
ATTEST:

  
Business Address

\_\_\_\_\_  
Kara Paxton, City Clerk

  
City, State & Zip Code

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

Date Signed: 





**Lake Fayetteville - Crossover Rd & Ivey Ln**  
**Approximately 24 acres**

Exhibit A: 1







**Madison Natural Area**  
**Approximately 7 acres**

Exhibit A: 2







Exhibit A: 3

**Bayyari Park**  
**Approximately 3 acres**







**Combs Park**  
**Approximately 17 acres**

Exhibit A: 4







**Rodney Ryan Park**  
**Approximately 3.5 acres**

Exhibit A:5

80 40 0 80 Feet







CITY OF  
**FAYETTEVILLE**  
ARKANSAS

## Bid 20-38, Hay Fields for Lease - Parks & Recreation

Official Bid Tabulation

Lioneld Jordan, Mayor

Date of Advertisement: 2/14/2020

Date of Issue: 3/10/2020

Bid No. 20-38

Date: 03.10.2020

Time: 2:00 PM

			DARRIN WILLIAMS	FROUD FARMS
Item	Description	Estimate Time	Extended Price	Extended Price
	Hay Lease on 5 parcels that compose 54.5 acres m/l on Parks Land			
1	Parcel A	Per Year	\$300.00	\$1.00
2	Parcel B	Per Year	No Bid	\$1.00
3	Parcel C	Per Year	No Bid	\$20.00
4	Parcel D	Per Year	No Bid	\$108.00
5	Parcel E	Per Year	No Bid	\$20.00
6	All Parcels (A-E):	Per Year	\$300.00	\$150.00
7	Additional parcels as needed:	Per Bale	No Bid	\$2.00
Total Annual Extended Price:		Per Year	\$300.00	\$150.00
Total Bid Amount for additional Parcels as needed:		Per Bale	No Bid	\$2.00

\*NOTE: Price for the bidder to pay the City of Fayetteville, AR each year

CERTIFIED:

A. Foren, Purchasing Manager CPPB, CPPO

Witness, Les McGaugh

03/11/2020

Date

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.