

City of Fayetteville Staff Review Form

2019-0542

Legistar File ID

9/3/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Hardin

8/26/2019

Fire

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution authorizing the purchase of 1.76 acres located on South School Avenue from Robert Parker, in the amount of \$180,000, plus 5% Contingency for the associated closing costs and taxes; and Approval of a Budget Adjustment

Budget Impact:

<p>4610.860.7109-5805.00</p> <hr/> <p>Account Number</p> <p>46100.7109.8050</p> <hr/> <p>Project Number</p>	<p>4610 - Fire Projects 2019 Bonds</p> <hr/> <p>Fund</p> <p>Fire Projects (2019 Bonds), Fire Station #9, Site Acquisition</p> <hr/> <p>Project Title</p>												
<p>Budgeted Item? <u>Yes</u></p>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Current Budget</td> <td style="width: 50%; text-align: right;">\$ 10,588,135.00</td> </tr> <tr> <td>Funds Obligated</td> <td style="text-align: right;">\$ 65,229.00</td> </tr> <tr> <td>Current Balance</td> <td style="text-align: right; border: 1px solid black;">\$ 10,522,906.00</td> </tr> <tr> <td>Item Cost</td> <td style="text-align: right;">\$ 180,000.00</td> </tr> <tr> <td>Budget Adjustment</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining Budget</td> <td style="text-align: right; border: 1px solid black;">\$ 10,342,906.00</td> </tr> </table>	Current Budget	\$ 10,588,135.00	Funds Obligated	\$ 65,229.00	Current Balance	\$ 10,522,906.00	Item Cost	\$ 180,000.00	Budget Adjustment	\$ -	Remaining Budget	\$ 10,342,906.00
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Current Balance	\$ 10,522,906.00												
Item Cost	\$ 180,000.00												
Budget Adjustment	\$ -												
Remaining Budget	\$ 10,342,906.00												
<p>Does item have a cost? <u>Yes</u></p>													
<p>Budget Adjustment Attached? <u>Yes</u></p>													

Must Attach Completed Budget Adjustment:

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF SEPTEMBER 3, 2019

TO: Mayor and City Council

FROM: Brad Hardin, Fire Chief

DATE: August 26, 2019

SUBJECT: A Resolution authorizing the purchase of 1.76 acres located on South School Avenue from Robert Parker, in the amount of \$180,000, plus 5% Contingency for the associated closing costs and taxes; and Approval of a Budget Adjustment

RECOMMENDATION:

A Resolution authorizing the purchase of 1.76 acres located on South School Avenue from Robert Parker, in the amount of \$180,000, plus 5% Contingency for the associated closing costs and taxes; and Approval of a Budget Adjustment

BACKGROUND:

The Fayetteville Fire Department has researched various locations for new fire station placements. This property is in the area identified by us to help improve response times and quality response efforts in South Fayetteville near the new Highway 71 Corridor Developments.

DISCUSSION:

Network Analyst Geographic Information System (GIS) mapping of current fire station locations along with call volume/response times were analyzed. This analysis led to the Fire Department selecting this property site as a pivotal location to best address future response times and anticipated call volume.

BUDGET/STAFF IMPACT:

The cost includes \$180,000 plus \$9,000 for Contingency. This is a total amount of \$189,000. The funding for this property purchase is available in the 2019 Fire Bond Program Budget.

Attachments:

Land Sale Agreement, Budget Adjustment



CITY OF
FAYETTEVILLE
ARKANSAS

May 31, 2019



Robert E & Vickie R Parker
Attn: Robert Parker
2966 S Country Club Dr
Fayetteville, AR 72701

Greetings,

The following document is the City of Fayetteville's formal offer for the property at 2260 South School Avenue. This offer is contingent on City Council approval. If this is an acceptable offer, please sign and remit the offer to: Fayetteville Fire Department, 303 W Center, Fayetteville, AR 72701. The offer will then be submitted to City Council for approval, and ultimately the Mayor's signature. The offer will be official when both parties have signed.

Thanks for your consideration,

Brad Hardin
Assistant Chief
(479) 841-5671
Fayetteville Fire Department

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and Robert E. & Vickie R. Parker (hereinafter "the Parkers").

The City of Fayetteville agrees to purchase a parcel of about 1.76 acres located at 2260 South School Avenue, Fayetteville, Washington County, Arkansas, from the Parkers for **ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00)**.

The Parkers agrees to sell this approximately 1.76 acre parcel to the City of Fayetteville for **ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00)**.

TERMS AND CONDITIONS

1. *PURCHASE*

Subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to purchase a parcel of about 1.76 acres (hereinafter "Development Site") located at 2260 S South School Avenue by general warranty deed from the Parkers for the amount of **ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00)**. This Development Site of about 1.76 acres is legally described in Exhibit A and is shown in the map attached as Exhibit B.

2. *SALE*

Subject to the terms and conditions, mutual promises and covenants of this Agreement, the Parkers to sell the Development Site for **ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$180,000.00)** to be paid to the Parkers by the City on or before the Closing Date.

3. *USE OF THE 1.76 ACRE DEVELOPMENT SITE*

The City of Fayetteville shall use this parcel to construct a Fayetteville Fire Station which will substantially improve prompt fire suppression response to South Fayetteville. The City of Fayetteville shall be responsible for all surveying work necessary for this Development Site including obtaining lot splits and any development approval required for this project.

4. *CLOSING DATE AND PLACE*

Closing shall occur within 90 days following the date this Agreement has been executed by both parties. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville. The Closing Date may be extended upon the mutual agreement of both parties.

5. *DATE OF POSSESSION*

Possession of the Development Site shall be delivered to the City of Fayetteville on the Closing Date free of any tenancies or other third party possessory rights.

6. *TITLE INSURANCE*

The Parkers shall order a title commitment on the Development Site, as soon as practicable following the full execution of this Agreement, through a title insurance company selected by the Parkers and acceptable to the City. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), The Parkers shall have thirty (30) days from the date of the City notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, the City may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the Parkers.

7. *DEED AND OTHER DOCUMENTS*

On the Closing date, the Parkers shall convey marketable and insurable title to the premises by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. The City and the Parkers shall equally share the cost of a reasonable closing fee imposed by the closing agent employed by parties provided however that the City shall be responsible for any revenue stamps resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

8. *RISK OF LOSS*

Risk of loss as to the Development Site shall remain with the Parkers until the Closing date.

9. *THE CITY OF FAYETTEVILLE'S DUE DILIGENCE*

The City may enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate and safe for the construction and use for its facilities. If the City discovers any problems that would adversely impact its development and use of the Development Site for its facilities, the City shall notify the Parkers who shall be granted sixty (60) days to remediate any problem. The Parkers may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by the City.

10. *LARGE SCALE DEVELOPMENT APPROVAL*

The City shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for the City's intended use of the Development Site for its facilities. The Parkers shall reasonably cooperate with the City in its request for development approval of its facilities. The City will present its development proposal through the

normal City process and follow the Unified Development Code requirements.

11. *NOTICES*

Notices required by this Agreement shall be in writing and shall be delivered to:

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

Robert E & Vickie R Parker
2966 S Country Club Dr
Fayetteville, AR 72701

12. *AUTHORITY*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

13. *COUNTERPARTS*

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

14. *FACSIMILE*

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

15. *APPLICABLE LAW*

This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas with venue in Washington County, Arkansas.

16. *SURVIVAL*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

17. *NO WAIVERS*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

18. *TIME OF ESSENCE*

Time is of the essence in this Agreement.

19. *INVALIDITY*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

20. *COMPLETE AGREEMENT*

All understandings and agreements heretofore existing between 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 both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to the City at closing.

IN AGREEMENT WITH ALL OF THE TERMS AND CONDITIONS of this Land Sale Agreement and after being properly authorized by their governing body or board, the parties' representatives sign their names below:

CITY OF FAYETTEVILLE, ARKANSAS

ROBERT E. & VICKIE R. PARKER

By: _____
LIONELD JORDAN
Mayor

By: 

ROBERT E PARKER

Date: _____

Date: 5/31/19

ATTEST:

By: 

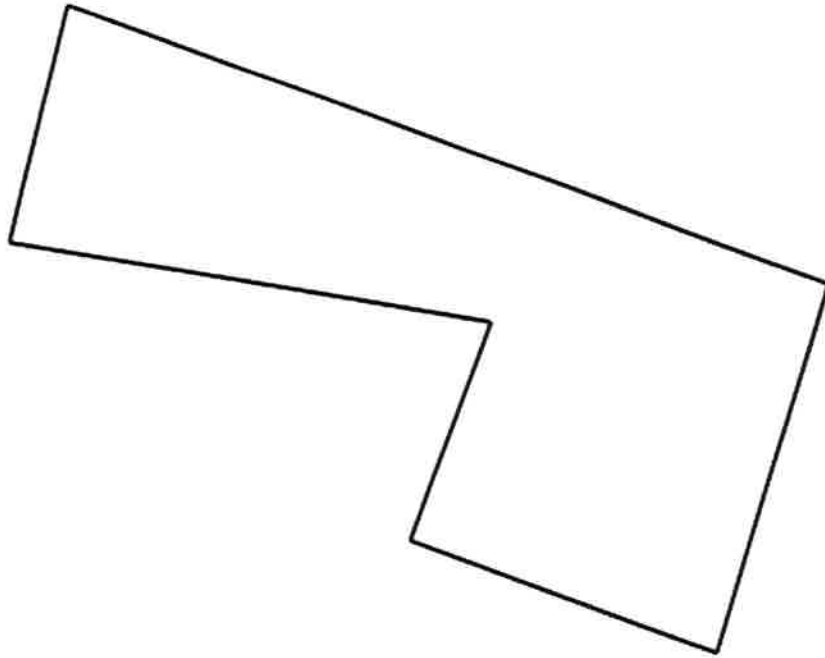
VICKIE R PARKER

By: _____
Sondra E. Smith
City Clerk-Treasurer

Date: 5/31/19

Legal Description: 2260 S School Ave

Part of the NW¼ of the NE¼ of Section 28, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point which is 528.86 feet West and 467.99 feet North of the SE corner of said 40 acre tract and running thence N 70°30' W 193.00 feet; thence N 19°40' E 140.00 feet; thence N 81°11'30" W 287.98 feet; thence N 13°31'39" E 143.74 feet; thence S 70°30' E 478.40 feet; thence S 16°30' W 229.87 feet to the point of beginning and containing 1.76 acres, more or less, and subject to that portion, if any, contained in U.S. Highway 71 right of way along the West boundary.



5/23/2019

Scale: 1 inch= 116 feet File: Parker.Deed.2010-31821.ndp

Tract 1: 1.7634 Acres (76814 Sq Feet). Closure: s83.3005e 0 10 ft (1/14467), Perimeter=1473 ft.

01 /s90w 467.99

07 s16.3000w 229.87

02 n70.3000w 193

03 n19.4000e 140

04 n81.1130w 287.98

05 n13.3139e 143.74

06 s70.3000e 478.4