

City of Fayetteville Staff Review Form

2021-0175

Legistar File ID

3/16/2021

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

Byron Humphry

2/26/2021

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a lease contract with William Keith Shofner, Jr. on 82.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses and cutting and baling hay.

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 # **44-11** _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MARCH 16, 2021

TO: Mayor and City Council

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

FROM: Byron Humphry, Park Maintenance Superintendent

DATE: February 26, 2021

SUBJECT: A resolution approving a lease contract with William Keith Shofner, Jr. on 82.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses and cutting and baling hay.

RECOMMENDATION:

A resolution approving a lease contract with William Keith Shofner, Jr. on 82.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses and cutting and baling hay.

BACKGROUND:

In 1958, the City began purchasing land around what is now Lake Sequoyah as a water supply. Certain landowners were given a license agreement to continue to utilize the property for grazing and/or hay production. These license agreements were specified to previous property owners for their lifetime and/or the lifetime of their heirs. One such lease was given to the Shofner family in 1960 for the lifetime of Hal L., William Keith, Alice Ruth, William Keith Jr., and Robert Wallace Shofner. Currently, William Keith Shofner holds a claim to a lifetime license agreement for 169.8 acres on the south side of Lake Sequoyah.

In 1999, it was determined that 82.55 acres adjacent to the Shofner lifetime lease, land that was formerly held in a lifetime license agreement by the Miller family, was deteriorating and illegal activity was occurring which included poaching, four wheeling, discharge of firearms, boat launching, and fishing without permit. At this time William Keith Shofner, Jr. offered to build new fencing around the Miller property and provide gated access through his current lifetime lease property. The City agreed to a 2-year lease, renewable for 8 one-year terms which would allow Shofner to pasture cattle and/or horses and to bale and remove hay. The lease also allowed Shofner access to remote areas of his lifetime lease area. In exchange, Shofner agreed to build and maintain fencing on the property, maintain the premises in a good condition, and prevent unauthorized access and hunting. Through this lease, the City gained a steward of the land that provided security and maintenance.

In 2000, it was determined that the land to the east of the old Miller property (54.55 acres) was also deteriorating and illegal activity was occurring similar to the former condition of the old

Miller property. Shofner approached the City to lease the 54.55 acre tract to maintain the land and deter illegal activity. Jeff Price also expressed interest in leasing this property because he owns all of the land to the south of the 54.55 acre tract. Price owns approximately 285 acres. Since both gentlemen were interested in leasing the property, bids were taken and the lease was awarded to Jeff Price for \$2,600 per year. In addition, Mr. Price agreed to build and maintain a fence on the property, maintain the property in good condition, and prevent unauthorized access and hunting. The City agreed to a 2 year lease, renewable for 8 one-year terms.

In 2011, the aforementioned leases expired. Due to both gentlemen being in good standing with the City over the course of their previous 10-year lease agreements, the leases were renewed for an additional 10-year period with the addition that Shofner paid \$2,000 annually for the lease.

DISCUSSION:

The Shofner lease expires on March 15, 2021. The Parks Department would like to renew the lease to Shofner for the following reasons:

- Mr. Shofner is in good standing with the City over the course of the previous two 10-year lease periods.
- The lease property is essentially landlocked to anyone else other than Shofner. Shofner holds a lifetime lease of 169.8 acres that is adjacent to the 82.55 acre lease area and is the only means of access.
- Both the former two 10-year leases were of great benefit to the City providing maintenance and deterring illegal activity in this remote area at Lake Sequoyah.

The renewed lease agreement would be for a 4-year term with the option to automatically renew for two additional 4-year terms. The City reserves the right to access the lease area and to build trails and public access across the lease areas if so desired. If the City desires all the lease area for recreational purposes, the City can cancel the lease at any time with 90 days written notice.

BUDGET/STAFF IMPACT:

In addition to the upkeep and management of the leased area, Mr. Shofner also pays \$2,000 annually for the lease.

Attachments:

Shofner Lease Agreement
Resolution 44-11

City of Fayetteville Lake Sequoyah Lease Agreement

This **Agreement** executed this _____ day of _____, 2021, between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called “the City” and William Keith Shofner, Jr., hereinafter called “Mr. Shofner”. This agreement is for approximately 82.55 acres of unused land adjacent to Lake Sequoyah.

Whereas, Mr. Shofner is the owner of approximately 40 acres of land which adjoins land owned by the City adjacent to Lake Sequoyah; and

Whereas, Mr. Shofner currently retains a lifetime lease on approximately 169.8 acres of land from the City, as a result of the original construction of Lake Sequoyah; and

Whereas, the aforementioned 82.55 acres of land owned by the City is adjacent to the 169.8 acres of land under the lifetime lease of Mr. Shofner and is essential for access to the leased property; and

Whereas, illegal activity including poaching, four wheeling, discharge of firearms, boat launching, and fishing has been deterred under the prior two 10-year agreements; and

Whereas, Mr. Shofner is in good standing with the City on existing leased land and the prior two 10-year agreements were of great benefit to the City.

Now, Therefore, the City and Mr. Shofner hereby agree as follows:

1. The City hereby agrees to allow Mr. Shofner to utilize, the following described property(s) situated in Washington County, Arkansas, described in Exhibit A

attached hereto and made a part thereof.

2. The term of this agreement shall be for a period of four (4) years commencing on the execution date hereof. However, the agreement may be automatically renewed for two (2) four (4) year terms upon agreement by both the City and Mr. Shofner. Provided, either party may terminate this agreement at any time for any reason for all or any portion of the demised premises by giving the other party ninety (90) days written notice by regular mail at that party's regular mailing address.
3. In consideration for the City leasing the demised premises to Mr. Shofner, Mr. Shofner agrees to pay the City \$2,000 per year. Payment is to be made by January 1 of each year.
4. Mr. Shofner shall use the demised premises solely to provide pasture for Mr. Shofner's cattle and/or horses and to bale and remove hay. When baled, any hay shall immediately become the property of Mr. Shofner.
5. Mr. Shofner shall fertilize the demised premises so that, upon expiration of this agreement, the demised premises shall be in as good condition as on the execution date hereof. Fertilizer should be applied in accordance to applicable local and states laws.
6. Mr. Shofner shall not remove, nor permit to be removed, any tree on the demised premises.
7. Mr. Shofner shall not hunt, or permit any other person to hunt, on the demised premises.
8. During the term of this agreement, the City shall have the right to construct walking paths in close proximity to Lake Sequoyah which walking paths shall constitute a public easement for use by the public. If such walking paths conflict with grazing cattle and/or horses, Mr. Shofner shall exclude cattle and/or horses from the trail premises.

9. The City shall have the right to enter the demised premises at any time for the purpose of inspecting the property, surveying, or constructing walkways; and the City shall not be liable to Mr. Shofner for damages as a result of such entry, surveying, or construction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk

MR. WILIAM KEITH SHOFNER, JR.

By: William Keith Shofner, Jr.
William Keith Shofner, Jr.

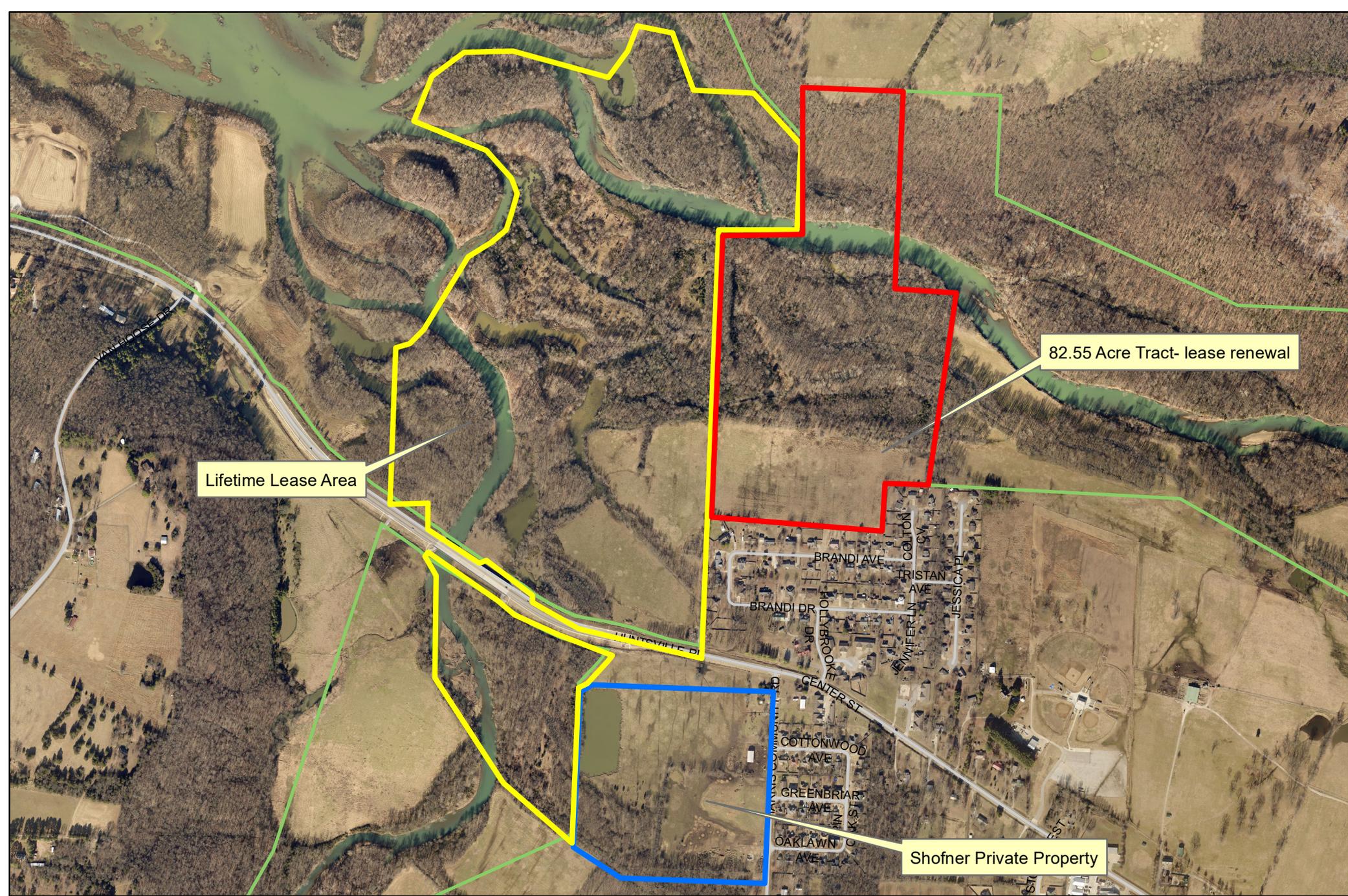


Exhibit A

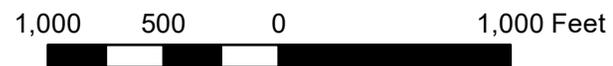
William (Bill) Shofner Lease Agreement

82.55 Acre Tract - red outline

169.8 Acre Lifetime Lease - yellow outline

Shofner property - blue outline

Park boundary - green outline



RESOLUTION NO. 44-11

A RESOLUTION APPROVING A LEASE CONTRACT WITH WILLIAM KEITH SHOFNER, JR. ON 82.55 ACRES OF LAND ADJACENT TO LAKE SEQUOYAH FOR PURPOSES OF PASTURING CATTLE AND HORSES, AND CUTTING AND BALING HAY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease contract with William Keith Shofner, Jr., a copy of which is attached as Exhibit "A", concerning 82.55 acres of land described therein adjacent to Lake Sequoyah for purposes of pasturing cattle and horses, and cutting and baling hay.

PASSED and **APPROVED** this 15th day of March, 2011.

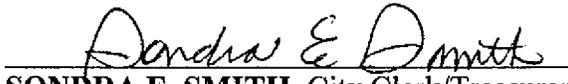
APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer





City of Fayetteville
Lake Sequoyah Lease Agreement

This **Agreement** executed this 15th day of March, 2011, between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called "the City" and William Keith Shofner, Jr., hereinafter called "Mr. Shofner". This agreement is for approximately 82.55 acres of unused land adjacent to Lake Sequoyah.

Whereas, Mr. Shofner is the owner of approximately 40 acres of land which adjoins land owned by the City adjacent to Lake Sequoyah; and

Whereas, Mr. Shofner currently retains a lifetime lease on approximately 169.8 acres of land from the City, as a result of the original construction of Lake Sequoyah; and

Whereas, the aforementioned 82.55 acres of land owned by the City is adjacent to the 169.8 acres of land under the lifetime lease of Mr. Shofner and is essential for access to the leased property; and

Whereas, illegal activity including poaching, four wheeling, discharge of firearms, boat launching, and fishing has been deterred under the prior 10 year agreement; and

Whereas, Mr. Shofner is in good standing with the City on existing leased land and the prior 10 year agreement was of great benefit to the City.

Now, Therefore, the City and Mr. Shofner hereby agree as follows:

1. The City hereby agrees to allow Mr. Shofner to utilize, the following described property(s) situated in Washington County, Arkansas, described in Exhibit A

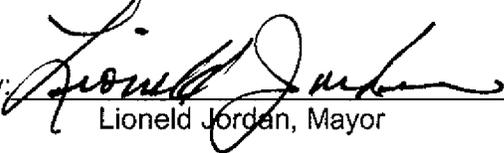
attached hereto and made a part thereof.

2. The term of this agreement shall be for a period of two (2) years commencing on the execution date hereof. However, the agreement may be automatically renewed for eight (8) one (1) year terms upon agreement by both the City and Mr. Shofner. Provided, the City may terminate this agreement at any time for all or any portion of the demised premises by giving Mr. Shofner ninety (90) days written notice by regular mail at Mr. Shofner's regular mailing address if the City determined that said premises are needed for public park purposes.
3. In consideration for the City leasing the demised premises to Mr. Shofner, Mr. Shofner agrees to pay the City \$2,000 per year. Payment is to be made by January 1 of each year.
4. Mr. Shofner shall use the demised premises solely to provide pasture for Mr. Shofner's cattle and/or horses and to bale and remove hay. When baled, any hay shall immediately become the property of Mr. Shofner.
5. Mr. Shofner shall fertilize the demised premises so that, upon expiration of this agreement, the demised premises shall be in as good condition as on the execution date hereof. Fertilizer should be applied in accordance to applicable local and states laws.
6. Mr. Shofner shall not remove, nor permit to be removed, any tree on the demised premises.
7. Mr. Shofner shall not hunt, or permit any other person to hunt, on the demised premises.
8. During the term of this agreement, the City shall have the right to construct walking paths in close proximity to Lake Sequoyah which walking paths shall constitute a public easement for use by the public. If such walking paths conflict with grazing cattle and/or horses, Mr. Shofner shall exclude cattle and/or horses from the trail premises.

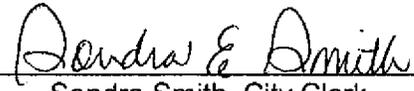
9. The City shall have the right to enter the demised premises at any time for the purpose of inspecting the property, surveying, or constructing walkways; and the City shall not be liable to Mr. Shofner for damages as a result of such entry, surveying, or construction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

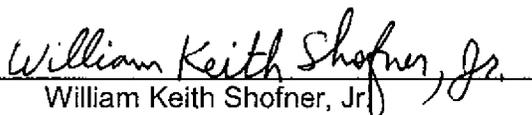
By: 
Lioneld Jordan, Mayor

ATTEST:

By: 
Sondra Smith, City Clerk



MR. WILLIAM KEITH SHOFNER, JR.

By: 
William Keith Shofner, Jr.

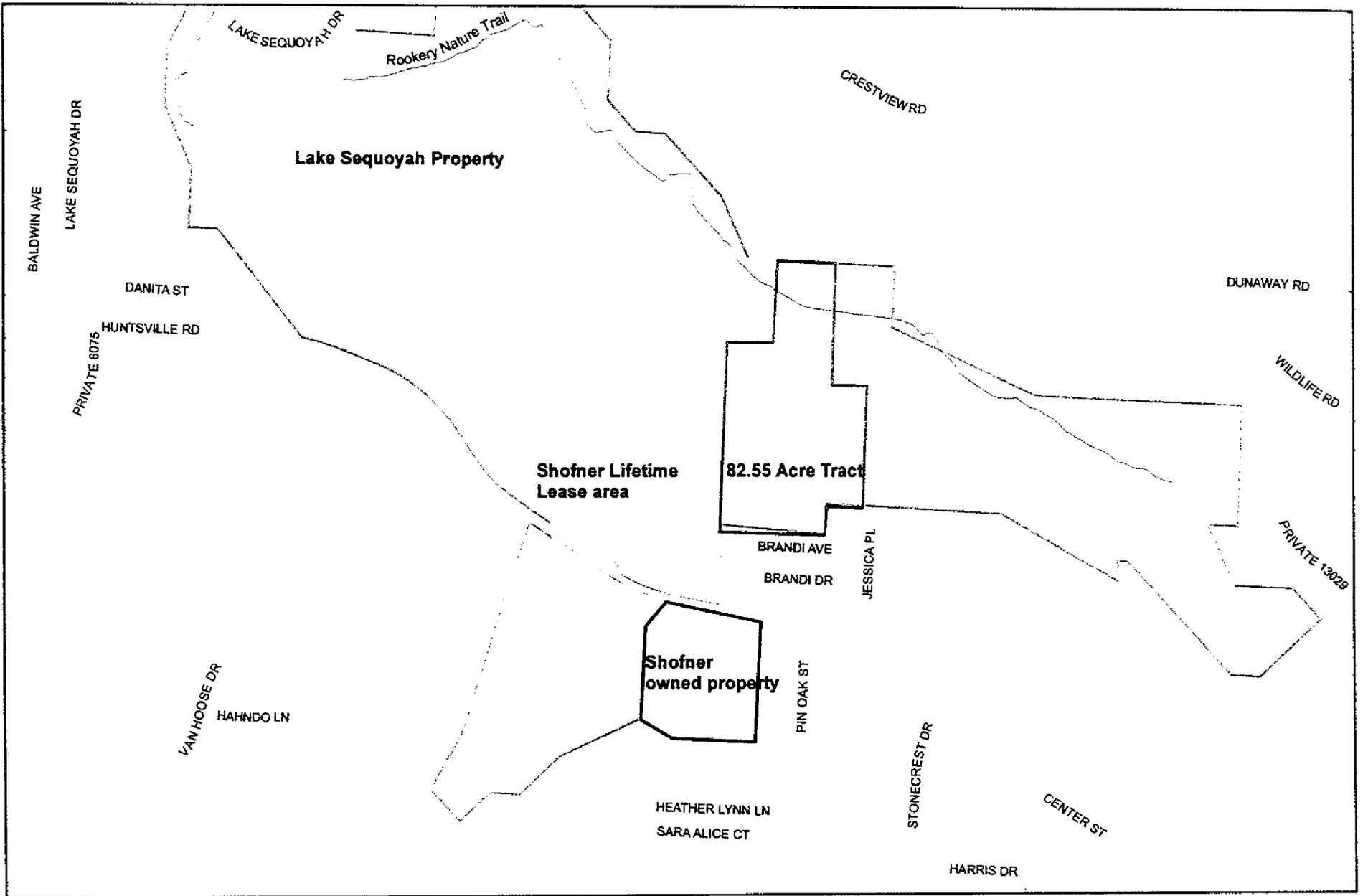
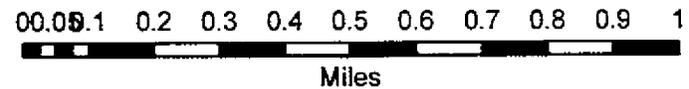


Exhibit A
William Shofner Lease Agreement
 Lake Sequoyah Property - green outline
 82.55 Acre Tract - red outline
 169.8 Acre Lifetime Lease - yellow outline
 Shofner property - blue outline



A.6 Revised
 Handed out
 at agenda
 session 3/8/11

City of Fayetteville Staff Review Form

City Council Agenda Items
 and
 Contracts, Leases or Agreements

2/16 3/15/11
 City Council Meeting Date
 Agenda Items Only

Byron Humphry Parks Maintenance Parks and Recreation
 Submitted By Division Department

↑ for \$2,000 per year. C.E.
 Action Required: JMN

Approve an agreement with William Keith Shofner, Jr., to pasture cattle and/or horses and to bale and remove hay on 82.55 acres of land adjacent to Lake Sequoyah. Agreement is for two years and can be automatically renewed for an additional 8 years. This agreement will renew an expired 10 year agreement that was very beneficial to the City and Mr. Shofner. Purchasing director, Peggy Vice, approved not bidding due to location of land (landlocked from other individuals) and due to Mr. Shofner's good standing with the City.

\$2,000 C.E. NA
 Cost of this request \$ _____ Category / Project Budget Program Category / Project Name

1010-0001-4997.00 C.E.
 Account Number \$ _____ Funds Used to Date Program / Project Category Name

_____ \$ _____ Remaining Balance Fund Name

Project Number

Budgeted Item Budget Adjustment Attached

Connie Emmonston 2-24-11
 Department Director Date

Bob Kelly 2-28-11
 City Attorney Date

Paula A. Bahr 2-28-2011
 Finance and Internal Services Director Date

Don Man 3-1-11
 Chief of Staff Date

Lionel Jordan 3/1/11
 Mayor Date

Previous Ordinance or Resolution # _____
 Original Contract Date: _____
 Original Contract Number: _____

Received in City Clerk's Office 02-25-11 P04:07 RCVD
 King J.

Received in Mayor's Office
 ENTERED 2/28/11
 JMN

Comments: This land is immediately adjacent to a 169.8 acres at Lake Sequoyah owned by the City in which the Shofner family has a lifetime lease. Shofner also owns 40 acres adjacent to City property.
 ACA 14-54-302 requires lease to be approved by Council resolution. (JK)

TO: Mayor Jordan
THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
FROM: Byron Humphry, Parks Maintenance Superintendent
DATE: March 3, 2011
RE: Lake Sequoyah Lease Agreement to William Keith Shofner, Jr. and Jeff Price

In 1958 the City began purchasing land around Lake Sequoyah as a water supply. Certain landowners were given a license agreement to continue to utilize the property for grazing and/or hay production. These license agreements were specified to previous property owners for their lifetime and/or the lifetime of their heirs. One such lease was given to the Shofner family in 1960 for the lifetime of Hal L., William Keith, Alice Ruth, William Keith Jr., and Robert Wallace Shofner. Currently William Keith Shofner holds claim to the lifetime license agreement.

In 1999, it was determined that 82.55 acres adjacent to the Shofner lifetime lease (see attached map), land that was formerly held in a lifetime license agreement by the Miller family, was deteriorating and illegal activity was occurring which included poaching, four wheeling, discharge of firearms, boat launching, and fishing without permit. At this time William Keith Shofner, Jr. offered to build new fencing around the Miller property and provide gated access through his current lifetime lease property. The City agreed to a 2 year lease, renewable for 8 one-year terms which would allow Shofner to pasture cattle and/or horses and to bale and remove hay. The lease also allowed Shofner access to remote areas of his lifetime lease area. In exchange, Shofner agreed to build and maintain fencing on the property, maintain the premises in a good condition, and prevent unauthorized access and hunting. Through this lease, the City gained a steward of the land that provided security and maintenance.

In 2000, it was determined that the land to the east of the old Miller property (54.55 acres) was also deteriorating and illegal activity was occurring similar to the former condition of the old Miller property. Shofner approached the City to lease the 54.55 acre tract to maintain the land and deter illegal activity. Jeff Price also expressed interest in leasing this property because he owns all of the land to the south of the 54.55 acres. Price owns approximately 285 acres. Since both gentlemen were interested in leasing the property, bids were taken and the lease was awarded to Jeff Price in which he offered a sum of \$2,600 per year. In addition to the annual payment, Mr. Price also agreed to build and maintain a fence on the property, maintain the property in a good condition, and prevent unauthorized access and hunting. The City agreed to a 2 year lease, renewable for 8 one-year terms.

Both of the Shofner and Price leases have expired. Due to both gentlemen being in good standing with the City over the course of their previous 10 year leases, and because each property is essentially landlocked to anyone else other than Shofner or Price, it is the desire of the Parks Department to renew the leases for the following reasons:

1. Shofner holds a lifetime lease adjacent to the 82.55 acres that he formerly leased.
2. Shofner needs the 82.55 acres to access his lifetime lease area with the City.

3. Price owns all of the land surrounding the 54.55 acres that he formerly leased from the City.
4. The 54.55 acres is only accessible to Shofner or Price.
5. Both of the former leases were of great benefit to the City providing maintenance and deterring illegal activity in this area at Lake Sequoyah. These illegal activities are all prohibited by City ordinance but are difficult to enforce without the lease agreement and the presence of the lessee tending to the land.
6. Both Shofner and Price were contacted and wish to continue their respective lease agreements under the previous terms with the exception that Shofner would pay the same rent per acre of pasture land as Price, which is approximately \$112 per acre. The 54.55 acres that Price leased is comprised of approximately 23 acres of pasture land whereas the 82.55 acres that Shofner leased is comprised of approximately 18 acres of pasture land. Therefore the new lease with Shofner will be for \$2,000 per year.

The Parks and Recreation Department therefore recommends that we renew our lease agreements with Mr. Shofner and Mr. Price for the same terms and duration as the previous leases that have expired with the exception that Mr. Shofner agrees to pay \$2,000 per year. The biggest value of these leases to the City is that these properties are maintained and illegal activity is deterred without an expense to the City.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE CONTRACT WITH WILLIAM KEITH SHOFNER, JR. ON 82.55 ACRES OF LAND ADJACENT TO LAKE SEQUOYAH FOR PURPOSES OF PASTURING CATTLE AND HORSES, AND CUTTING AND BALING HAY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease contract with William Keith Shofner, Jr., a copy of which is attached as Exhibit "A", concerning 82.55 acres of land described therein adjacent to Lake Sequoyah for purposes of pasturing cattle and horses, and cutting and baling hay.

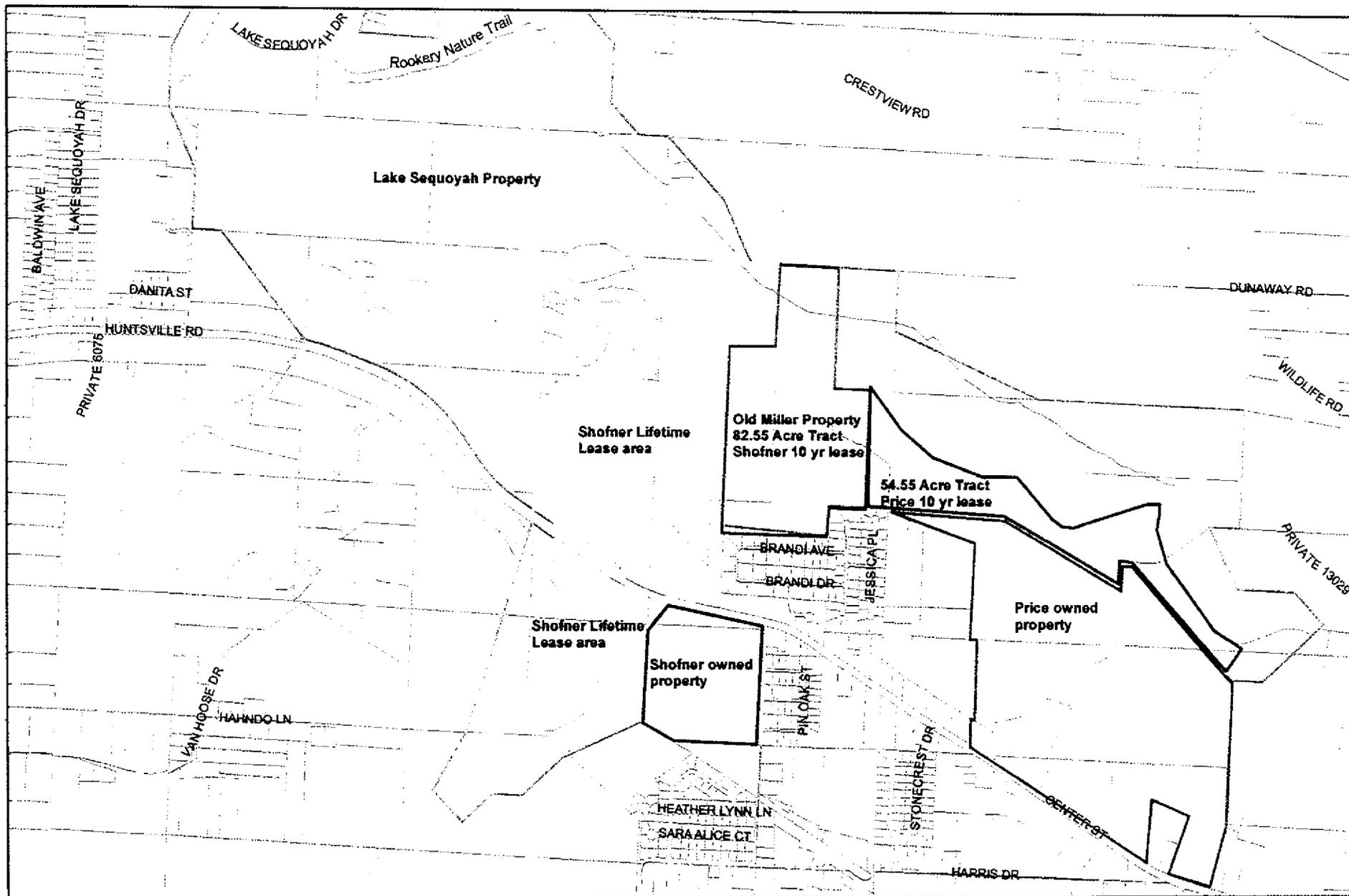
PASSED and **APPROVED** this 15th day of March, 2011.

APPROVED:

ATTEST:

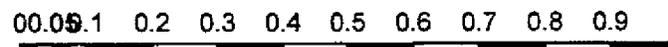
By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



Shofner and Price Property and Leases

- Lake Sequoyah Property - green outline
- Shofner lease 82.55 acre tract - red outline
- Shofner 169.8 acre lifetime lease - yellow outline
- Shofner property 40 acres - blue outline
- Price lease 54.55 acre tract - purple outline
- Price owned property 285 acres - teal outline



Miles





City of Fayetteville
Lake Sequoyah Lease Agreement

This **Agreement** executed this _____ day of _____, 2011, between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called "the City" and William Keith Shofner, Jr., hereinafter called "Mr. Shofner". This agreement is for approximately 82.55 acres of unused land adjacent to Lake Sequoyah.

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Whereas, the aforementioned 82.55 acres of land owned by the City is adjacent to the 169.8 acres of land under the lifetime lease of Mr. Shofner and is essential for access to the leased property; and

Whereas, illegal activity including poaching, four wheeling, discharge of firearms, boat launching, and fishing has been deterred under the prior 10 year agreement; and

Whereas, Mr. Shofner is in good standing with the City on existing leased land and the prior 10 year agreement was of great benefit to the City.

Now, Therefore, the City and Mr. Shofner hereby agree as follows:

1. The City hereby agrees to allow Mr. Shofner to utilize, the following described property(s) situated in Washington County, Arkansas, described in Exhibit A

attached hereto and made a part thereof.

2. The term of this agreement shall be for a period of two (2) years commencing on the execution date hereof. However, the agreement may be automatically renewed for eight (8) one (1) year terms upon agreement by both the City and Mr. Shofner. Provided, the City may terminate this agreement at any time for all or any portion of the demised premises by giving Mr. Shofner ninety (90) days written notice by regular mail at Mr. Shofner's regular mailing address if the City determined that said premises are needed for public park purposes.
3. In consideration for the City leasing the demised premises to Mr. Shofner, Mr. Shofner shall maintain the demised premises in a slightly condition at all times. Mr. Shofner shall erect and maintain fences and maintain signage provided by the City on the demised premises.
4. Mr. Shofner shall use the demised premises solely to provide pasture for Mr. Shofner's cattle and/or horses and to bale and remove hay. When baled, any hay shall immediately become the property of Mr. Shofner.
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8. During the term of this agreement, the City shall have the right to construct walking paths in close proximity to Lake Sequoyah which walking paths shall constitute a public easement for use by the public. If such walking paths conflict with grazing cattle and/or horses, Mr. Shofner shall exclude cattle and/or horses

from the trail premises.

9. The City shall have the right to enter the demised premises at any time for the purpose of inspecting the property, surveying, or constructing walkways; and the City shall not be liable to Mr. Shofner for damages as a result of such entry, surveying, or construction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lionel Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

MR. WILLIAM KEITH SHOFNER, JR.

By: William Keith Shofner, Jr.
William Keith Shofner, Jr.

TO: Mayor Jordan
THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *C.E.*
FROM: Byron Humphry, Parks Maintenance Superintendent *B.H.*
DATE: March 3, 2011
RE: Lake Sequoyah Lease Agreement to William Keith Shofner, Jr. and Jeff Price

In 1958 the City began purchasing land around Lake Sequoyah as a water supply. Certain landowners were given a license agreement to continue to utilize the property for grazing and/or hay production. These license agreements were specified to previous property owners for their lifetime and/or the lifetime of their heirs. One such lease was given to the Shofner family in 1960 for the lifetime of Hal L., William Keith, Alice Ruth, William Keith Jr., and Robert Wallace Shofner. Currently William Keith Shofner holds claim to the lifetime license agreement.

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Both of the Shofner and Price leases have expired. Due to both gentlemen being in good standing with the City over the course of their previous 10 year leases, and because each property is essentially landlocked to anyone else other than Shofner or Price, it is the desire of the Parks Department to renew the leases under the same terms that were agreed upon 10 years ago for the following reasons:

1. Shofner holds a lifetime lease adjacent to the 82.55 acres that he formerly leased.
2. Shofner needs the 82.55 acres to access his lifetime lease area with the City.

3. Price owns all of the land surrounding the 54.55 acres that he formerly leased from the City.
4. The 54.55 acres is only accessible to Shofner or Price.
5. Both of the former leases were of great benefit to the City providing maintenance and deterring illegal activity in this area at Lake Sequoyah. These illegal activities are all prohibited by City ordinance but are difficult to enforce without the lease agreement and the presence of the lessee tending to the land.
6. Both Shofner and Price were contacted and wish to continue their respective lease agreements under the previous terms.

The Parks and Recreation Department therefore recommends that we renew our lease agreements with Mr. Shofner and Mr. Price for the same terms and duration as the previous leases that have expired. The biggest value of these leases to the City is that these properties are maintained and illegal activity is deterred without an expense to the City.