

City of Fayetteville Item Review Form

2014-0148

Legistar File Number

April 15, 2014

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

Sharon Waters

Submitted By

Parking Management

Department

Action Required:

To approve a resolution authorizing an Agreement for the City of Fayetteville to reimburse the Walton Arts Center for the monthly lease fees for space rented by the Walton Arts Center for the relocation of their administrative offices during the parking deck construction. The cost of this lease is \$6,000.00 per month for one year, totalling \$72,000.00, with an additional 6 month contingency for \$36,000.00.

Does this item have a cost? Yes

\$72,000.00

Cost of this request

\$100,000.00

Category or Project Budget

Lease Expense

Program or Project Name

2130.9132.5309.00

Account Number

\$0.00

Funds Used to Date

Entertainment District Parking Facility

Program or Project Category

11028-1401

Project Number

\$28,000.00

Remaining Balance

Parking Fund

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached?

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

ENTERED
4/15/14
PB

ENTERED
4/13/14
JBY

Comments:

RFP 13-18 was received in January with 4 proposals for providing lease space for the WAC Offices.

[Signature]

Paul a. Baker 4-3-2014

[Signature]
4-3-14
[Signature]



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 15, 2014

TO: Mayor and City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff *DM*

FROM: Sharon Waters, Parking & Telecommunications Manager *SW*

DATE: March, 24, 2014

SUBJECT: Agreement with Walton Arts Center for Reimbursement of Lease Costs

RECOMMENDATION:

Pass a resolution approving an Agreement with the Walton Arts Center to reimburse them for the monthly lease fees incurred for space rented for the relocation of their administrative office during the parking deck construction. The cost of this lease is \$72,000.00 for 12 months, plus a contingency of up to 6 additional monthly payments of \$6,000.00 per month.

BACKGROUND:

The City of Fayetteville will begin the construction of the Spring Street Parking Deck this summer. With this project comes the demolition of the existing offices used by the Walton Arts Center administrative staff. The City has already agreed to pay the cost of leasing a temporary space for these offices to utilize during the construction period.

In January, we solicited bids for providing lease space for their temporary offices. We received 4 proposals, of which Reindl Management, LLC submitted the most affordable and the most appealing proposal. The proposed office space is in the Metro District, which is conveniently located across the street from the theater. A representative from the Walton Arts Center served on the Selection Committee and the committee voted unanimously to approve leasing the space at the Metro District.

DISCUSSION:

The Walton Arts Center will sign the Lease Agreement directly with Reindl Management, LLC and are currently working with them on their contract. We anticipate the lease to begin on May 1, 2014. After some minor alterations and cabling has been performed, we then plan to move them into these temporary offices around the first of June.

BUDGET/STAFF IMPACT:

There is currently \$100,000.00 budgeted in the 2014 budget to cover this Lease Expense. We anticipate beginning the lease on May 1, 2014, thus utilizing 8 months in 2014 for a total expenditure of \$48,000.00. Next year, we will have additional funds budgeted to cover any additional costs that may occur in case the lease actually needed to extend for another 6 months.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AGREEMENT WITH THE WALTON ARTS CENTER COUNCIL, INC. TO REIMBURSE THE WALTON ARTS CENTER FOR THEIR LEASING EXPENSES DURING THE CONSTRUCTION OF THE SPRING STREET PARKING DECK IN A MONTHLY AMOUNT OF \$6,000.00

WHEREAS, the construction of the Spring Street Parking Deck will require demolition of a building currently housing the Walton Arts Center Administration; and

WHEREAS, the City has previously agreed to pay the reasonable moving and leasing costs of the Walton Arts Center Administration until its replacement building is constructed as part of the Spring Street Deck project; and

WHEREAS, a joint selection committee agreed on a lease with Reindl Management, LLC of appropriate office space in the Metro District.

NOW, THEREFORE, 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 the attached Agreement with the Walton Arts Center Council, Inc. to reimburse the Walton Arts Center for their leasing expenses during the construction of the Spring Street Parking Deck in the monthly amount of \$6,000.00.

PASSED and APPROVED this 15th day of April, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

6. The Walton Arts Center shall invoice the City of Fayetteville monthly for reimbursement provided herein. Payments by the City of Fayetteville shall be made within thirty (30) days of the receipt of the Walton Arts Center invoice.
7. Changes, modifications or amendments to the scope, price or fees dictated by this Agreement shall not be allowed without a prior formal Contract Amendment approved by the Mayor and the City Council of Fayetteville **in advance** of the change.
8. Freedom of Information Act: City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If an FOIA request is presented to Fayetteville, the Walton Arts Center will do everything possible to provide the documents in a prompt and timely manner as prescribed in the FOIA (Ark. Code Ann. § 25-19-101, *et seq.*). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
9. Jurisdiction: Legal jurisdiction and venue for the resolution of any legal or equitable disputes arising under this Agreement lie exclusively in the Circuit Court of Washington County, Arkansas.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**THE WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
LIONELD JORDAN, Mayor

By: _____
Authorized Agent

Date: _____

Date: _____

Attest: _____
Sondra E. Smith, City Clerk

Witness: _____

City of Fayetteville - Purchase Order Request (PO)
(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Vendor #: 141 Vendor Name: Walton Arts Center

Address: P.O. Box 3547 Fayetteville AR 72702

City: Fayetteville State: AR Zip Code: 72702 Requester's Employee #: 174

Requester: Sharon Waters

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #
1	Lease Expense	12	MO	6,000.00	\$72,000.00	2130.9132.5309.00	11028-1401		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$72,000.00
Tax: \$0.00
Total: \$72,000.00

Approvals:

Mayor: _____ Department Director: _____
Chief Financial Officer: _____ Budget Director: _____
Dispatch Manager: _____ Utilities Manager: _____
Purchasing Manager: _____
IT Director: _____
Other: _____

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**CITY OF FAYETTEVILLE,
ARKANSAS**

**THE WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
LIONELD JORDAN, Mayor

By: 
Authorized Agent

Date: _____

Date: 4-8-14

Attest: _____
Sondra E. Smith, City Clerk

Witness: 