### 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

Parking Management

**Submitted By** 

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 for their administrative offices during the month for one year, totalling \$72,00 does this item have a cost?	ne parking deck construction. The	e cost of this lease is \$6,000.00 per
\$72,000.00  Cost of this request	\$100,000.00  Category or Project Budget	Lease Expense  Program or Project Name
2130.9132.5309.00	\$0.00	Entertainment District Parking Facility
Account Number	Funds Used to Date	Program or Project Category
11028-1401	\$28,000.00	Parking Fund
Project Number	Remaining Balance	Fund Name
Budgeted Item? Yes	Budget Adjustment Attached?	
Previous Ordinance or Resolution #  Original Contract Number:		ENTERED 4/5/14/53
Comments:		

was received in January with 4 proposals for providing lease space for the WAC Offices.



## **CITY COUNCIL AGENDA MEMO**

#### **MEETING OF APRIL 15, 2014**

TO:

Mayor and City Council

THRU:

Mayor Lioneld Jordan

Don Marr, Chief of Staff

FROM:

Sharon Waters, Parking & Telecommunications Manager

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.

RESOL	UTION NO.	
	0 44011101	

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

#### **AGREEMENT**

# FOR THE PROVISION OF REIMBURSEMENT OF LEASE EXPENSES INCURRED FOR TEMPORARY LEASE SPACE FOR THE WALTON ARTS CENTER ADMINISTRATIVE OFFICES DURING THE SPRING STREET PARKING DECK CONSTRUCTION

THIS CONTRACT made and entered by and between the City of Fayetteville, Arkansas, an Arkansas municipal corporation, and the Walton Arts Center Council, Inc., an Arkansas nonprofit corporation, WITNESSETH:

IN CONSIDERATION of the mutual promises and obligations of the parties contained herein, and other good and valuable consideration, the City of Fayetteville and the Walton Arts Center Council, Inc. hereby agree as follows:

- 1. The City of Fayetteville agrees to reimburse the Walton Arts Center Council, Inc. for the monthly lease cost incurred for leased space to be used for temporary administrative offices during the construction period of the Spring Street Parking Facility.
- 2. The City of Fayetteville agrees to provide access to 30 public parking spaces within a 3 block area of the Lease property to be utilized by the Walton Arts Center administrative staff as needed.
- 3. The Walton Arts Center Council, Inc. agrees to abide by all lease requirement set forth by Reindl Management, LLC and submit payment for all lease expense in a timely manner.
- 4. To accomplish both the goals of the City of Fayetteville and the Walton Arts Center, the City of Fayetteville agrees to pay the Walton Arts Center, and the Walton Arts Center agrees to accept Six Thousand Dollars (\$6,000.00) in monthly installments for the lease space noted in paragraph 1 above.
- 5. The initial term of this Agreement shall be twelve (12) months beginning May 1, 2014 to April 30, 2015, with a contingency to automatically renew this Agreement for up to an additional six (6) months. Both parties may terminate this contract without penalty by giving the other party thirty (30) days written notice of its intent to terminate. For purposes of notice required by this paragraph, notice shall be sent by the parties via first-class U.S. Mail to the addresses indicated below, or otherwise delivered to the administrative office of the other party.

To Fayetteville:

City of Fayetteville Mayor's Office 113 W. Mountain St. Fayetteville, AR 72701

To the Walton Arts Center:

The Walton Arts Center Council, Inc. c/o Walton Arts Center Executive Director

P.O. Box 3547

Fayetteville, AR 72702-3547

- 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 <u>in advance</u> 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.

Ву:	LIONELD JORDAN, Mayor	By:Authorized Agent
Date: _		Date:
Attest:	Sondra E. Smith, City Clerk	Witness:

Page 6 of 6 Mayor Dispatch Manager: Chief Financial Officer: Approvals: Requester: Address: Vendor Item 10 ဖ œ თ ω City Special Instructions: Lease Expense Description P.O. Box 3547 Sharon Waters Shipping/Handling (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. 141 **Fayetteville** City of Fayetteville - Purchase Order Request (PO) Quantity Unit of Issue Name: 12 Į, S<sub>O</sub> Utilities Manager: **Budget Director:** Department Director: Unit Cost 6,000.00 R Walton Arts Center Extended Cost \$72,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Zip Code: FOB Point: Requester's Employee #: 72702 2130.9132.5309.00 Account Number Ship to code: Other: Purchasing Manager: Quotes Attached IT Director: Total: Tax: Subtotal: P.O Number: Extension: Requisition No.: □ Yes Project.Sub# 11028-1401 □Yes ▽No □Yes □No च <del>४</del> Inventory # Expected Delivery Date: \$72,000.00 \$72,000.00 2014-0148 \$0.00 Legistar#: 3/24/2014 Fixed Asset #

Revised 2/10/2014

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	CITY OF FAYETTEVILLE, ARKANSAS	COUNCIL, INC.
Ву:	LIONELD JORDAN, Mayor	By: Authorized Agent
Date: _		Date: 4-8-14
Attest:	Sondra E. Smith, City Clerk	Witness: WHE