

City of Fayetteville Staff Review Form

2014-0323

Legistar File ID

8/5/2014

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

Byron Humphry

7/16/2014

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve an agreement with Froud Farms to cut and remove hay from four Park properties for the sum of \$100 per year.

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 | \$ - |

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____



Approval Date: _____

Comments: This will create an additional \$100 of revenue that was not budgeted. Only one bid of \$100 was received.

[Signature] 7/16/14

[Signature]

Paul a. Becher 7-16-2014

Ar Man 7-16-14



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 5, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Byron Humphry, Park Maintenance Superintendent

DATE: July 16, 2014

SUBJECT: Froud Farms Hay Agreement

RECOMMENDATION:

Approve an agreement with Froud Farms to cut and remove hay from four Park properties for the sum of \$100 per year.

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, the City entered an 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 agreement expired this year. A request for bids was advertised on May 24, 2014. One bid was received from Froud Farms in the amount of \$100 per year.

DISCUSSION:

In order to offset maintenance costs and reduce staff time mowing undeveloped land, the Parks Department seeks approval of an agreement with Froud Farms to mow approximately fifty-one (51) acres of park land. This agreement will be for one (1) year for \$100 per year and automatically renewable for four (4) years upon mutual consent of both parties.

BUDGET/STAFF IMPACT:

Staff time and expense required to brush hog undeveloped land will be reduced. In addition, \$100 will be received annually.

Attachments:

Staff Review
Froud Farms Agreement

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH DARRELL FROUD FOR ABOUT 54.5 ACRES OF CITY PARK LAND FOR THE SOLE PURPOSE OF CUTTING HAY FOR THE AMOUNT OF \$100.00 PER YEAR

WHEREAS, in order to save maintenance costs and staff time required to mow about 54.5 acres of meadows in four city park, the Parks and Recreation Department requested bids from persons wishing to cut hay from these fields; and

WHEREAS, Darrell Froud submitted the best bid of \$100.00 and has agreed to all terms in the attached lease agreement.

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 to lease about 54.5 acres of meadows in four city parks to Darrell Froud for the sole purpose of cutting hay for the amount of \$100.00 per year and authorizes Mayor Jordan to sign the agreement.

PASSED and APPROVED this 5th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

LEASE AGREEMENT

This Agreement is executed on this 5th day of August, 2014, between the City of Fayetteville, Arkansas, a municipal corporation, and Darrell Froud of 566 E. Lee Froud Rd., Fayetteville, AR 72701.

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

Approximately 51 acres as shown as that portion of Park property marked on the maps entitles, "Exhibit A1, Exhibit A2, Exhibit A3, Exhibit A4", attached hereto and made a part hereof.

2. **Term.** This lease shall be effective on August 5, 2014, shall be for a term of one year and shall be subject to four consecutive automatic annual renewals. If neither party notifies the other party in writing of its intent not to renew by April 15, this Lease Agreement shall be automatically renewed for the next year's term on the same terms and conditions.
3. **Consideration.** In partial consideration of Fayetteville leasing the above described property to Darrell Froud, Darrell Froud agrees to pay Fayetteville an annual rent of \$100.00 dollars, payable in advance of the effective date of the lease term. As more important additional consideration, Darrell Froud agrees to faithfully, fully and consistently abide by the conditions stated in paragraphs 4 and 5.
4. **Conditions.** This lease shall be subject to the following conditions which Darrell Froud promises to abide by and fulfill:
 - a. 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, and Exhibit A4 and according to all terms and conditions and information contained in **Bid 14-33**.
 - b. Darrell Froud agrees that livestock shall not be permitted to enter upon any land owned by City of Fayetteville or the land included in this lease.

- c. Darrell Froud shall keep and maintain the property covered by this lease in good condition; that he will keep all fence rows and drains free and clear of weeds, underbrush and obstruction at all times.
- d. Darrell Froud shall fertilize said lands annually according to soil test recommendations. Darrell Froud shall fertilize these leased areas with fertilizer approved by the Parks and Recreation Department **prior to fertilization** taking place. Darrell Froud will not be required to spend more than \$1,000.00 annually for fertilizing for the entire leased area. 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. Darrell Froud 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. Darrell Froud shall brush-hog or otherwise keep the brush cut annually from all areas not mowed for hay.
- g. Darrell Froud 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. Darrell Froud shall not permit any public nuisance to exist on said lands.
- i. Darrell Froud shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from said above described lands any trees, soil, rock, or minerals of any kind whatsoever, except for hay. Furthermore, Darrell Froud specifically agrees that he will not hunt, or allow hunting by any person or persons on said property.
- j. Darrell Froud agrees that City of Fayetteville employees and 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 Darrell Froud as damages by reason of the exercise of any of these rights and privileges.
- m. Darrell Froud hereby agrees to hold harmless and indemnify Fayetteville from any and all claims or damages occasioned by or arising from Darrell Froud's activities upon the above described property.
- n. Darrell Froud 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 provide for herein shall be sufficient if sent by Certified Mail, postage prepaid, address as follows:

Notice to Fayetteville:

Mayor's Office
113 W. Mountain St.
Fayetteville, AR 72701
479-444-3471

Notice to Darrell Froud:

Darrell Froud
566 E. Lee Froud Rd.
Fayetteville, AR 72701
479-841-9651

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

DARRELL FROUD

CITY OF FAYETTEVILLE, ARKANSAS

By: 
DARRELL FROUD

By: _____
LIONELD JORDAN, Mayor

ATTEST:

ATTEST:

Froud FARMS
Witness

Sondra Smith, City Clerk

544 East LEE Froud
Business Address

Date Signed: _____

Fayetteville Ar 72701
City, State & Zip Code

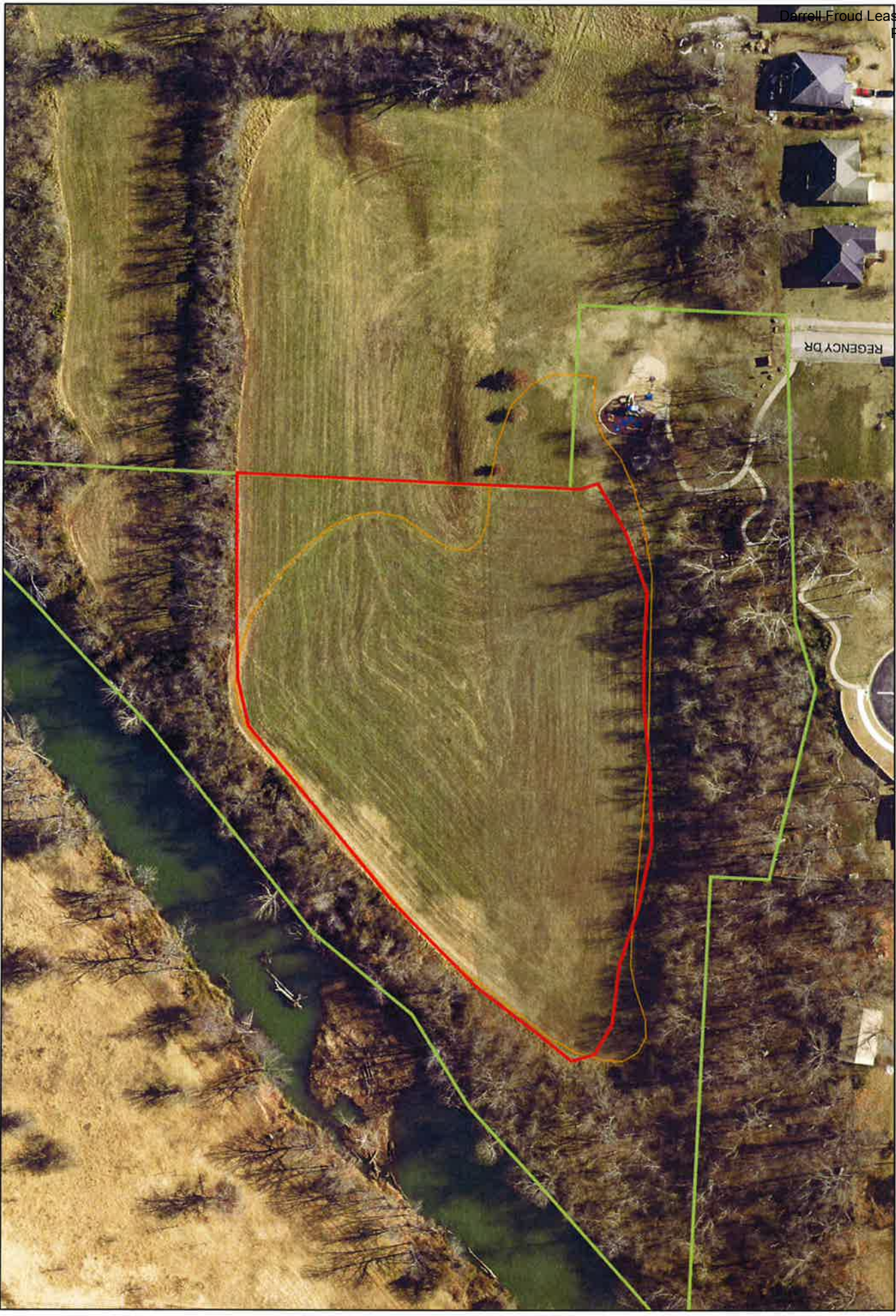
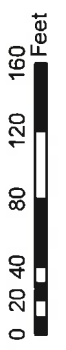
7/11/14
Date Signed



**Lake Fayetteville - Hobby Use area
Approximately 24 acres**



**Madison Natural Area
Approximately 7 acres**



**Bayyari Park
Approximately 3 acres**



Combs Park
Approximately 17 acres

