

R-18-208

RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR & CITY CLERK TO ENTER INTO A PROGRAM MANAGEMENT AND LEASE RENEWAL AGREEMENT WITH DIXIE ADDITION COMMUNITY DEVELOPMENT CORPORATION; AND FOR OTHER PURPOSES.**

WHEREAS, the City owns certain property located at 914 "H" Street in North Little Rock; and

WHEREAS, Dixie Addition Community Development Corporation ("Dixie CDC") desires to provide programs at the subject property that would benefit residents in the neighborhood by providing, among other things, recreational activities for senior citizens, after school activities for children and a relief center in extreme weather; and

WHEREAS, Dixie CDC has the expertise, knowledge and ability to provide program administration and operation of the aforementioned activities at the facilities on the subject property; and

WHEREAS, Dixie CDC has previously entered into a Program Management and Lease Agreement with the City, approved by City Council (Res. No. 7314), for a site located on property at 914 "H" Street in North Little Rock, Arkansas; and

WHEREAS, the lease approved by Resolution No. 7314 was for a ten-year period beginning September 15, 2008; and

WHEREAS, Dixie CDC wishes to renew its Program Management and Lease Agreement with the City and has submitted and met the requirements of the application process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Program Management and Lease Agreement renewal between the City of North Little Rock and Dixie CDC (substantially similar to Exhibit "A" attached hereto) for the premises located at 914 "H" Street.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mayor Joe A. Smith

SPONSOR:

Linda Robinson

Council Member Linda Robinson

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

Maurice Taylor

Council Member Maurice Taylor

APPROVED AS TO FORM:

Amy Beckman Fields

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED	<u>10:25</u>	A.M.	_____	P.M.
By	<u>Amy Fields City Atty</u>			
DATE	<u>10-16-18</u>			
<b>Diane Whitbey, City Clerk and Collector</b> <b>North Little Rock, Arkansas</b>				
RECEIVED BY	<u>[Signature]</u>			

**PROGRAM MANAGEMENT  
AND  
LEASE AGREEMENT**

**Between**

**DIXIE ADDITION COMMUNITY DEVELOPMENT CORPORATION  
And  
CITY OF NORTH LITTLE ROCK, ARKANSAS**

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This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **DIXIE ADDITION COMMUNITY DEVELOPMENT CORPORATION** (hereinafter referred to as "Dixie CDC") and the **CITY OF NORTH LITTLE ROCK** (hereinafter referred to as the "City").

**W-I-T-N-E-S-S-E-T-H:**

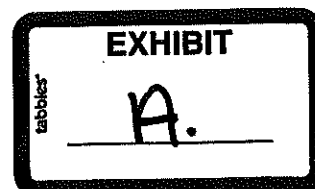
**WHEREAS**, the City owns certain property located at 914 "H" Street in North Little Rock, Arkansas and feels the property could best be used for a variety of activities benefiting citizens and residents of the City; and

**WHEREAS**, Dixie CDC is a non-profit corporation whose mission is to improve the quality of life for citizens and residents of the City and to support and promote neighborhood revitalization through its involvement in small businesses, recreation, social programs and other needed services; and

**WHEREAS**, Dixie CDC has the expertise, knowledge, ability and desire to provide administration and operation of community programs at the subject property for the benefit of residents in the neighborhood by providing, among other things, recreational activities for senior citizens, after school activities for children, and a relief center in extreme weather.

**NOW, THEREFORE**, in consideration of the mutual and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

**1. Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Dixie CDC as obligations to the City, the City lets, leases and demises unto Dixie CDC, subject to the terms and conditions contained herein, the building and property located at 914 "H" Street in North Little Rock, Arkansas, more particularly described as follows:



Lot 20, Block 14, Dixie Subdivision in the City of North  
Little Rock, Pulaski County, Arkansas.

**2. Provision of Services.** Dixie CDC will provide services (such as recreational activities and educational training services) intended to improve the quality of life for residents and citizens of the City. Dixie CDC will provide the necessary expertise and funds to accomplish the general goals of this agreement. The City will provide the necessary facility stated herein. Dixie CDC will operate programs in accordance with nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.

Any programs and classes administered by Dixie CDC may be made available to the general public, to specific age groups within the general public, or to targeted groups representing economically disadvantaged segments of society. It is further agreed that program personnel will adhere to all provisions of the Americans with Disabilities Act (ADA) that may apply to a particular program.

**3. Insurance and Indemnity.** Dixie CDC shall be solely responsible for maintaining insurance on its property, including but not limited to movables, fixtures installed by Dixie CDC, furniture, furnishings and inventory. Dixie CDC shall, during the term of this lease, maintain public liability insurance on the leased premises.

It is understood that the City will not be liable for any injuries incurred by participants who are participating in the activities on or in the 914 "H" Street facility. Dixie CDC shall indemnify and hold the City and all of its employees, agents, and officers against losses, claims, causes of action and liabilities on account of damage to property or injury or death of persons arising out of negligent acts by Dixie CDC, its agents, employees, or program participants.

**4. Term.** The lease shall commence on the 1st day of November, 2018 and shall extend for a term of five (5) years, ending at midnight on the 31st day of October, 2023, with a five (5) year renewal that will automatically renew if neither party gives notice of termination within thirty (30) days of the expiration of the original five (5) year term.

**5. Rent.** Dixie CDC agrees to pay the City the sum of Twenty Dollars (\$20.00) per year. Annual rental payments shall be paid in advance beginning on the 1st day of October, 2018, and on the same day and month of each year thereafter during the term of the lease.

**6. Assignment.** This agreement shall not be assigned in whole or in part by any of the parties to this Agreement *unless* prior written approval has been given by the non-assigning party.

**7. Authority.** The City represents and warrants to Dixie CDC that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. Dixie CDC represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for Dixie CDC has been duly

authorized. The Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

**8. Statutory Obligations and Governing Law.** Dixie CDC agrees to comply with Ark. Code Ann. § 21-13-101, et seq. if it uses volunteers to accomplish its contractual obligations of a public nature, as expressed in this Agreement.

Dixie CDC agrees that it will not discriminate against any person on the basis of race, color, religion, natural origin, age, gender or any other constitutionally-protected basis.

The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the state courts of Arkansas.

**9. Annual Reporting.** Dixie CDC agrees it will submit an annual report to the Mayor that accurately reflects all performance under this Agreement, said report to be submitted no later than October, 31st of each year of the Agreement term. A representative of Dixie CDC will be available, at the request of the City, to appear before specific City Council meetings to answer any questions concerning the reports.

**10. Signs.** Any signs used by Dixie CDC shall comply with the City's sign regulations.

**11. Repairs or Improvements to the Property.** Dixie CDC shall maintain the premises in a good state of repair. Dixie CDC has the authority to make improvements on said premises as presented to the City in a site plan drawing. Any alterations of said plans must be approved by the Mayor and meet any and all city regulations. Any repairs or improvements to the premises shall be at the expense of Dixie CDC and will remain the property of the City at the termination of this agreement.

**12. Use.** Dixie CDC agrees to use the leased premises for the purposes of administering and managing a program for the benefit of citizens and residents of the City to include:

- Activities for Senior Citizens.
- After School Activities for Children.
- Relief Center in extreme weather.
- Education and training services to disadvantaged residents.

All expendable materials necessary to conduct the programs will be furnished by Dixie CDC.

**13. Payment of Rent and Notices.** The rent payable hereunder shall be paid to the City at 300 Main Street, North Little Rock, AR 72114. Any notice provided for

herein shall be given by certified mail with postage prepaid, addressed, if to the City, at the address to which the rent is then paid, and if to Dixie CDC, at 902 "E" Street, North Little Rock, AR 72119. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.

**14. Termination of Lease.** This Agreement may be terminated by either party without cause upon thirty (30) days' written notice.

**15. Holdover.** Dixie CDC hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Dixie CDC will peaceably deliver possession of the leased premises to the City. In the event Dixie CDC shall be permitted by the City to hold over after the expiration or termination of this lease, or any extension thereof, said holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month and may be terminated by written notice from either party to the other party. In the event it should become necessary for the City to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Dixie CDC agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

**16. Damages to property.** Dixie CDC assumes full responsibility and liability for damage or damages caused by participants in its programs. Any such damage or damages will be repaired by Dixie CDC at its own expense, or may be repaired by the City in which event such repairs by the City will be paid for by Dixie CDC upon receipt of an invoice from the City for said repairs.

**17. Title and Quiet Enjoyment.** The City covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon payment by Dixie CDC of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon the City's part to be observed and performed, Dixie CDC shall peaceably and quietly hold and enjoy the demised premises for the term herein demised without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through or under the City, subject to the terms and conditions of this agreement.

**18. Severability.** Each paragraph of this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and sub-paragraphs will remain in full force and effect.

**19. Interpretation.** This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

**20. Entire Agreement.** This agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This agreement may be executed in all or more counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on this \_\_\_\_\_ day of September, 2018.

**CITY OF NORTH LITTLE ROCK, AR**

By \_\_\_\_\_  
Joe A. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

[SEAL]

**DIXIE ADDITION COMMUNITY  
DEVELOPMENT CORPORATION**

By \_\_\_\_\_

Title: \_\_\_\_\_