

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH JOSEPH J. PABIAN FOR OFFICE SPACE LOCATED AT 500 WEST 26<sup>TH</sup> STREET; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock (the "City") is in the process of turning over the North Little Rock Police and Fire Training Building, located at 2400 Willow Street, to the North Little Rock School District ("NLRSD"); and

WHEREAS, the North Little Rock Fire Marshal's office is currently located at the North Little Rock Police and Fire Training Building, and will need to relocate to new space prior to the property exchange with the NLRSD; and

WHEREAS, the City is interested in leasing property located at 500 West 26th Street, owned by Joseph J. Pabian, for \$1,000.00 a month to house the Fire Marshal's office (see map attached hereto as Exhibit A); and

WHEREAS, it is in the City's best interests to enter into a lease agreement with Joseph J. Pabian.

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 Lease Agreement between the City of North Little Rock and Joseph J. Pabian (substantially similar to Exhibit B attached hereto) for the premises located at 500 West 26th Street in North Little Rock, Arkansas, more particularly described as follows:

Lot D, Block 23, Military Heights Renewal Addition to the City of North Little Rock, Pulaski County, Arkansas.

SECTION 2: That the City shall pay One Thousand and 00/100 Dollars (\$1,000.00) a month for a term beginning January 1, 2020 and ending December 31, 2020 with a one-year renewal term.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith  
Mayor Joe A. Smith

ATTEST:

Diane Whitbey  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED <u>10-05</u> A.M. _____ P.M.
By <u>Asst City Attny, Flemming</u>
DATE _____
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>
RECEIVED BY _____

EXHIBIT  
A.



Date: 12/13/2019 This map is not survey accurate.



500 W. 26th St.

## LEASE AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of December, 2019, by and between Joseph J. Pabian ("Landlord"), and the City of North Little Rock ("City" or "Tenant").

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

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Tenant, the Landlord hereby lets, leases and demises unto Tenant, subject to the terms and conditions contained herein, certain real property, together with all improvements thereon, including, but not limited to, structures and parking areas, located at 500 West 26th Street ("Leased Premises") in North Little Rock, Arkansas, and more particularly described as follows:

Lot D, Block 23, Military Heights Renewal Addition to the City of North Little Rock, Pulaski County, Arkansas

To have and to hold said premises unto the said Tenant for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Use of Leased Premises.** The Leased Premises shall be used for any legal purpose consistent with the operations of the City of North Little Rock, Arkansas.

3. **Term.** This lease shall commence on the 1st day of January, 2020, and shall extend for a period of one (1) year ending at midnight on the 31st day of December, 2020. Upon consent of the Landlord and the Tenant, this Lease may be extended for one (1) additional one-year renewal term.

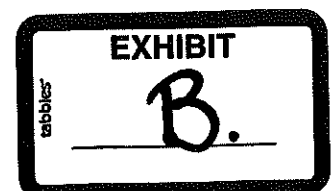
4. **Rent.** The City agrees to pay to Landlord as rental the sum of One Thousand & 00/100 Dollars (\$1,000.00) monthly, payable on the first day of each month.

5. **Utilities.** Tenant shall obtain and pay for all gas, electricity, water, sewer, telephone and other utilities and services used at the Leased Premises.

6. **Taxes.** The Landlord will pay in the first instance all real and personal property taxes and any other taxes which may be levied or assessed by any lawful authority against the Leased Premises. Tenant shall pay all personal property taxes on personal property owned by Tenant.

7. **Casualty Insurance.** Landlord agrees to keep the Improvements insured for the benefit of the Landlord and Landlord's mortgagee(s) (if any) against loss or damage by fire or other casualty, insurable under standard extended coverage. Tenant shall be responsible for maintaining insurance on Tenant's furniture, fixtures and equipment and all other personal property.

8. **Maintenance and Repairs.** Landlord will be responsible for major repairs that cost in excess of \$1,000.00. Tenant will be responsible for all minor repairs that cost less than \$1,000.00. Tenant will maintain the Leased Premises in good order and condition, that it will not commit waste or permit waste to occur to the Leased Premises, and shall promptly make all non-structural repairs necessary to keep and maintain such good order and condition.



**9. Assignment.** The City shall not assign this lease or sublet the Leased Premises without prior written consent of Landlord. Any such assignment or subletting shall in no way relieve the City from liability for the obligation imposed by this lease, unless and until a written release is executed by Landlord. If the leased property is sold by Landlord, the Lease will transfer with the sale of the property.

**10. Non-Waiver.** It is agreed that the failure of the Landlord to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by the City under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the Landlord from invoking such remedies in the event of any future breach or default.

**11. Holdover.** The City hereby agrees that upon the termination of this lease for whatever reason, the City will peaceably deliver possession of the leased premises to Landlord. In the event the City shall be permitted by Landlord to hold over after the expiration of termination of this lease, or any extension thereof, said holding over in the absence of a written agreement otherwise shall be construed as a tenancy from month to month at a rental equal to that due for the last year paid. Such tenancy may be terminated by written notice from either party to the other party on thirty (30) days' notice.

**12. Title and Quiet Enjoyment.** Landlord covenants and warrants that he is the owner in fee simple absolute of the Leased Premises and may lease said property as herein provided. Upon payment by the City 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, the City shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject to the terms and conditions of this lease.

**13. Succession.** This Lease Agreement shall inure to the benefit of and be binding upon the parties hereto and its respective heirs, successors and assigns.

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

**15. Interpretation.** 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 Circuit Court of Pulaski County, Arkansas.

**16. Entire Agreement.** This Lease 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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Notice.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses or at such other addresses as shall be given in writing by either party to the other:

Joseph J. Pabian  
2401 Justin Matthews  
NLR AR 72116

**NORTH LITTLE ROCK FIRE DEPARTMENT**  
**Attn: Assistant Chief Beau Buford**  
723 Maple Street  
North Little Rock, AR 72114

18. **Modification.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

19. **Authority.** The parties executing this lease represent that they have been duly authorized to bind their respective entities for the purposes stated herein.

**IN WITNESS WHEREOF**, the Landlord and Tenant have hereunto set their hands and seals on the day first above written.

**LANDLORD:**

Joseph J. Pabian  
Joseph J. Pabian

**TENANT:**

**CITY OF NORTH LITTLE ROCK, AR**

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

**ATTEST:**

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

[SEAL]