

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH NORTH LITTLE ROCK SCHOOL DISTRICT AND HABITAT FOR HUMANITY REGARDING CERTAIN PROPERTY LOCATED IN THE 4800 AND 4900 BLOCKS OF ALLEN STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (the "City") and North Little Rock School District ("NLRSD") are political subdivisions of the State of Arkansas and Habitat for Humanity of Central Arkansas ("HHCA") is a non-profit corporation organized under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, NLRSD owns certain property located adjacent to the 4800 and 4900 blocks of Allen Street in the City upon which exist certain buildings and facilities (the former North Heights Elementary School, the North Heights Recreation Center with swimming pool, tennis courts, baseball fields, playground area and related parking lots and structures) and also encompassing the present Police Athletic building and its related facilities; and

WHEREAS, NLRSD no longer has a need for the subject property and desires that the property be repurposed for affordable residential housing and public recreational facilities; and

WHEREAS, the City wishes to expand public recreational facilities and youth oriented programs available to its citizens and residents, and HHCA desires to perpetuate its mission in providing affordable housing for low income residents in the City; and

WHEREAS, it is in the best interests of the parties hereto that an agreement be entered into in order to achieve effective uses of the subject property with the provision of affordable housing and public use facilities for recreational and youth program services.

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 Memorandum of Agreement ("MOA") between the City of North Little Rock, North Little Rock School District and Habitat for Humanity of Central Arkansas (substantially similar to Exhibit "A" attached hereto) to effectuate the use of certain property located adjacent to the 4800 and 4900 blocks of Allen Street, as outlined in the MOA, for the

provision of affordable housing for low income residents and public use facilities for recreational and youth program services.

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:

Joe A. Smith
Mayor Joe A. Smith *by AF*

ATTEST:

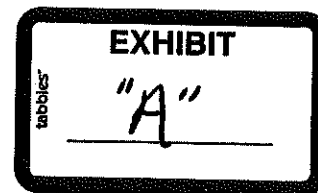
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney *by AF*

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>11:32</u>	A.M.	_____	P.M.
By	<u>Asst city Atty Amy Fields</u>			
DATE	<u>8-22-17</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>K. Thomas</u>			



MEMORANDUM OF AGREEMENT
Between the
CITY OF NORTH LITTLE ROCK, ARKANSAS,
NORTH LITTLE ROCK SCHOOL DISTRICT
and
HABITAT FOR HUMANITY OF CENTRAL ARKANSAS

This agreement is made and entered into this ____ day of _____, 2017 by and between the City of North Little Rock, Arkansas ("the City"), the North Little Rock School District ("NLRSD"), and Habitat for Humanity of Central Arkansas ("HHCA"), collectively referred to as "the parties", said agreement to become effective upon approval and concurrence by the governing bodies of the parties hereto.

WITNESSETH:

WHEREAS, the City and NLRSD are political subdivisions of the State of Arkansas and HHCA is a non-profit corporation organized under section 501(c)(3) of the IRS code; and

WHEREAS, NLRSD owns certain property located adjacent to the 4800 and 4900 blocks of Allen Street in the City of North Little Rock upon which exist certain buildings (being the former North Heights Elementary School, the North Heights Recreation Center including swimming pool, tennis courts, baseball fields, playground and related parking lots and structures) and the current Police Athletic League building and related facilities (see approximation map of the subject property attached hereto as Attachment "A"); and

WHEREAS, NLRSD no longer needs the subject property for educational purposes and desires that said property be repurposed for affordable residential housing and public recreational facilities; and

WHEREAS, the City wishes to expand public recreational facilities and youth oriented programs available to its citizens and residents, and HHCA desires to perpetuate its mission in providing affordable housing for low income residents in the City of North Little Rock; and

WHEREAS, it is the best interests of the parties hereto that this Memorandum of Agreement ("MOA") be entered into in order to achieve effective uses of the subject property with the provision of affordable housing and public use facilities for recreational and youth program services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT:

1. The NLRSD, with the assistance of the City and HHCA, will submit application to the Arkansas Development Finance Authority ("ADFA") for funding to demolish specified buildings located on and necessary cleanup of the subject property. Procurement for professional services will be made pursuant to Ark. Code Ann. § 19-11-801, et seq. with acquisition of other services for repairs, alterations, construction and other similar work pursuant to Ark. Code Ann. § 22-9-203.

2. Upon completion of demolition of school buildings on the subject property, the NLRSD will transfer ownership thereof to the City and HHCA as follows:

(a) The property will be re-platted to create appropriately-sized residential building lots located running along the length of the property with Allen Street frontage. Ownership

of these residential building lots (with Allen Street frontage) will be transferred to HHCA.

(b) The remainder of the property will be transferred to the City for continued use as public recreational facilities and/or designated youth program services.

3. It is specifically understood and agreed by HHCA that it will construct affordable residential homes on the herein designated lots for purchase by qualified low-income residents.

4. This agreement may be terminated by any of the parties hereto in the event funding for the demolition work is not obtained from ADFA or other suitable funding source.

5. This instrument constitutes the entire agreement between the parties, and there are no agreements, understanding, warranties, or representations except as set forth herein.

6. This agreement has been signed and delivered, and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arkansas.

7. This document may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

CITY OF NORTH LITTLE ROCK, AR
300 Main Street
North Little Rock, AR 72114

NORTH LITTLE ROCK SCHOOL DISTRICT
2700 N. Poplar Street
North Little Rock, AR 72114

By _____
Joe A. Smith, Mayor

By _____
Kelly Rodgers, Superintendent

ATTEST:

Diane Whitbey, City Clerk

HABITAT FOR HUMANITY OF CENTRAL ARKANSAS
6700 S. University Avenue
Little Rock, AR 72204

By _____
Name & Title: _____