| 1 | RESOLUTION NO | | |
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| 3 | A RESOLUTION TO APPROVE THE SETTLEMENT OF STATE | | |
| 4 | LITIGATION; AND FOR OTHER PURPOSES. | | |
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| 6 | WHEREAS, on October 14, 2020, the Optimist Club of Rosedale, Arkansas ("Optimist"), filed a | | |
| 7 | lawsuit in the Circuit Court of Pulaski County, Arkansas. This litigation was officially styled Optimic | | |
| 8 | Club of Rosedale, Arkansas, 60CV-20-5723; and, | | |
| 9 | WHEREAS, it is recommended that the settlement be approved. | | |
| 10 | NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY | | |
| 11 | OF LITTLE ROCK, ARKANSAS: | | |
| 12 | Section 1. Cell Tower Revenue. The City of Little Rock, upon execution of Settlement Documents | | |
| 13 | shall transfer to the Optimist Club all Cell Tower Revenue the City has received from the SBA Properties, | | |
| 14 | LLC, lease dated September 24, 2018. The parties agree that the City of Little Rock will continue to | | |
| 15 | collect the monthly SBA Cell Tower Revenue, which it will then transfer to the Optimist Club on a | | |
| 16 | monthly basis so long as the Optimist Club remains in good standing with Optimist International. | | |
| 17 | Section 2. Optimist Room/Banquet Hall. The Parties agree that the Banquet Hall shall be the room | | |
| 18 | that the Optimist Club uses for its meetings. The parties agree that the Optimist Club has priority to use | | |
| 19 | the room for its meetings, workshops and other scheduled activities. The City will limit access into the | | |
| 20 | room while the Optimist Club is conducting its meetings unless emergency access is needed. | | |
| 21 | Section 3. Repairs. The Optimist Club agrees to open an account for the purpose of repair and | | |
| 22 | upkeep of the kitchen. The Optimist Club agrees to be responsible for one-half of the expense of kitchen | | |
| 23 | repairs, so long as the Optimist Club is consulted and the Optimist Club and the City agree on an | | |
| 24 | proposed repairs. | | |
| 25 | Section 4. Kitchen. The parties agree that the Optimist Club has use of the kitchen when conducting | | |
| 26 | meetings or engaging in Optimist activities. The Optimist Club can choose to have their own refrigerator | | |
| 27 | that has the ability to lock, and shall be permitted to install such a refrigerator at their own expense. | | |
| 28 | Section 6. Restroom. The parties agree that the Optimist Club has restroom facilities within the | | |
| 29 | West Central Community Center that they may use during their meetings and project activities. | | |
| 30 | Section 7. Parking. The parties agree that the Optimist Club has sufficient parking on the east side | | |
| 31 | of the building unless they are having a District Meeting. In the event of a District Meeting, the Optimist | | |
| 32 | Club shall notify the Facility Manager, or the Parks & Recreation Department, for the need to make | | |
| 33 | necessary arrangements to accommodate District Meeting. | | |

| 1 | Section 6. Autorney rees. The parties agre | e that the City of Little Rock shall reinfourse the Optimis | |
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| 2 | Club's Attorney Fees in the amount of Six Thousand, Six Hundred Fifty Dollars (\$6,650.00); and the | | |
| 3 | expense shall be charged to AU 101002-62010 | | |
| 4 | Section 9. Authorization of the City Attorney to Approve Settlement Documents. The Settlement of | | |
| 5 | the Litigation, and the fulfillment of the requirements set forth in this Resolution, shall be accomplished | | |
| 6 | after the City Attorney has approved the legal form and substantive content of any documents, necessar | | |
| 7 | to fulfill the terms and conditions of the settlement of the litigation. | | |
| 8 | Section 10. Authorization of the Mayor, City Manager, City Clerk, and City Attorney. The Mayor | | |
| 9 | City Manager, City Clerk and City Attorney, are authorized to execute and sign any and all documents, it | | |
| 10 | compliance with Section 9 of this resolution, necessary to fulfill the terms and conditions of the | | |
| 11 | Litigation. | | |
| 12 | Section 11. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or | | |
| 13 | word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration of | | |
| 14 | adjudication shall not affect the remaining portions of the resolution which shall remain in full force and | | |
| 15 | effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the | | |
| 16 | resolution. | | |
| 17 | Section 12. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent | | |
| 18 | with the provisions of this resolution, are hereby repealed to the extent of such inconsistency. | | |
| 19 | ADOPTED: December 21, 2021 | | |
| 20 | ATTEST: | APPROVED: | |
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| 22 | | | |
| 23 | Susan Langley, City Clerk | Frank Scott, Jr., Mayor | |
| 24 | APPROVED AS TO LEGAL FORM: | | |
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| 26 27 | Thomas M. Carpenter, City Attorney | | |
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