

1 **Section 2.** The form of the lease to be executed is attached as Exhibit A to this resolution as if it were
2 a part of the resolution.

3 **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or word
4 of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication
5 shall not affect the remaining portions of the Resolution which shall remain in full force and effect as if the
6 portion so declared or adjudged invalid or unconstitutional was not originally a part of the Resolution.

7 **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
8 the provisions of this Resolution are hereby repealed to the extent of such inconsistency including, but not
9 limited to, Little Rock, Ark., Resolution No. 10,915 (October 31, 2000).

10 **ADOPTED: February 20, 2024**

11 **ATTEST:**

APPROVED:

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13 _____
14 **Susan, Langley, City Clerk**

_____ **Frank Scott, Jr., Mayor**

15 **APPROVED AS TO LEGAL FORM:**

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17 _____
18 **Thomas M. Carpenter, City Attorney**

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2 **Curran Conway Ballpark**
3 **Lease/Management Agreement**
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5 This Lease/Management Agreement (hereinafter called "Agreement") is entered into this day of February
6 2024, by and between the City of Little Rock, Arkansas, a municipal corporation organized pursuant to
7 Arkansas State Law (hereinafter called "Lessor"), having an address at 500 West Markham Street, Little
8 Rock, Arkansas, 72201, and the Board of Trustees of the University of Arkansas acting for and on behalf
9 of the University of Arkansas at Little Rock (hereinafter called "Lessee"), having an address of 2801 South
10 University Avenue, Little Rock, Arkansas, 72204.

11 **Witnesseth:**

12 **Whereas**, Lessor's Parks & Recreation Department solicited proposals for the lease and qualified
13 management of Curran Conway Ballfield facilities, located at 24th Street and Monroe Street in Little Rock;
14 and,

15 **Whereas**, Lessee's proposal was approved by Lessor's Board of Directors as the highest responsible
16 bid and as one that was in the best interest of the citizens of the City of Little Rock; and,

17 **Whereas**, by the authority granted in Arkansas Code Annotated § 22-4-501 et seq. and pursuant to
18 Little Rock, Ark., Resolution No. 10,915 (October 31, 2000), Lessor has authorized its City Manager to
19 enter an agreement with Lessee to lease and manage the ballfield facilities at Curran Conway Park.

20 **Wherefore**, be it agreed by the parties as follows:

- 21 1. Leased Premises. In consideration of the rents, ballpark improvements and other valuable
22 consideration, terms, provisions and covenants of this Lease, Lessor hereby leases to Lessee
23 the Curran Conway Ballfield facilities, referred to herein as the "Leased Premises," located at
24 24th Street and Monroe Street and consisting of a fenced area, including, but not limited to, the
25 playing field, grandstand, restrooms, concession area, office, locker rooms, fieldhouse
26 building, out-buildings (including storage facility), bullpens and dugouts.
- 27 2. Term. The term of this Agreement shall be for a period of ninety-nine (99) years, beginning
28 March 1, 2024, and ending June 30, 2123.
- 29 3. Rental Fee. Lessee agrees to pay Lessor an annual rental fee of One Hundred Dollars (\$100.00),
30 payable to the "City of Little Rock," for Account No. 100-111-3450(04), and submitted to
31 Lessor's Parks & Recreation Department on or before the first of each calendar year. Lessor
32 shall submit an annual invoice to Lessee for this payment least thirty (30) days prior to the date
33 such payment is due.
- 34 4. Use. Lessor and Lessee agree that the Leased Premises shall be used as a collegiate level
35 baseball venue for Lessee's baseball team and athletic program and shall house the offices and

1 locker room for Lessee's Intercollegiate Baseball Program. Lessee covenants that the Leased
2 Premises shall not be used for purposes unrelated to baseball without the prior written consent
3 of lessor. When not being used for Lessee's baseball games, practices or other scheduled
4 events, the ballpark facilities within the Leased Premises shall be available for non-university
5 sponsored baseball games or events requested by public groups as set forth in Paragraph 10(a).

6 5. Right of Entry. Lessor, Lessor's employees, and Lessor's agents shall have the right, at all
7 reasonable hours, to enter the Leased Premises in order to: inspect Lessee's use of Leased
8 Premises, including to verify that the facilities, property, and equipment are being used in
9 conformity with local, state, or federal law; and to determine if an act of default has occurred
10 under this Agreement.

11 6. Improvements and Alterations. Lessee shall, at its own cost and expense, perform all work and
12 furnish all labor and materials necessary to make improvements and alterations to the Leased
13 Premises for the purpose of enhancing Lessee's Intercollegiate Baseball Program and as
14 valuable consideration under the terms of this Agreement. To the extent that Lessee has
15 actually made improvements to the Leased Premises prior to the signing of this Agreement,
16 those improvements are hereby ratified by both parties as valuable consideration under this
17 Agreement.

18 A) Approval. Prior to making major improvements to the Leased Premises, Lessee shall
19 obtain the written consent of Lessor's Parks and Recreation Director, who shall not
20 unreasonably withhold consent.

21 B) Compliance. Any alterations, additions, ordinary repairs or improvements made by
22 Lessee shall be in compliance with all applicable laws, Statutes, ordinances and
23 regulations of any lawful authority, including, but not limited to, the Americans with
24 Disabilities Act and regulations promulgated pursuant thereto.

25 C) Scope. For purpose of this Agreement, the term "improvements" shall include
26 buildings, sidewalks, alleys, paving, curbing and similar structures of every kind and
27 nature within the Leased Premises.

28 D) Rights Upon Termination. Except as hereinafter provided, all improvements at the end
29 of the term or upon early termination of this Agreement shall, without any obligation
30 to compensate Lessee, become and remain Lessor's property free and clear of all claims
31 to or against such improvements by Lessee.

32 7. Fixtures. With the exception of lights and lighting systems, all trade fixtures, movable
33 equipment and furniture owned by Lessee shall remain Lessee's property and may be removed
34 by Lessee, provided that Lessee shall remove such property no later than two (2) years after

1 the expiration or earlier termination of this Agreement and provided that Lessee shall restore
2 the Leased Premises and repair any damage thereto caused by such removal.

3 8. Utilities. Lessee shall pay when due to the respective utility company all electricity, gas,
4 telephone, facsimile and computer charges furnished to the Leased premises and shall not
5 permit any charges therefore to accumulate. Lessee shall also remove and properly dispose of
6 all trash and debris from the Leased Premises. Lessor agrees to pay all water/sewer charges
7 for the Leased Premises and shall be responsible for the removal and proper disposal of all
8 trash and debris from the public parking areas and park grounds surrounding the Leased
9 Premises.

10 9. Maintenance and Repair. Lessor shall maintain public parking areas, landscaped areas,
11 pathways and sidewalks surrounding or leading to the Leased Premises. Lessee covenants to
12 provide for regular maintenance of the Leased Premises, including interior cleaning of the
13 ballpark facilities, exterior maintenance and regular lawn care, and further covenants to furnish
14 all expendable materials for maintenance, including paint, building materials, and cleaning
15 materials. All repairs of facilities needed for the regular operation of Lessee's games and other
16 scheduled events shall be the responsibility of Lessee. At the termination of this Agreement,
17 Lessee shall deliver the Leased Premises to Lessor in a condition as good as existed at the
18 commencement date of this Agreement, ordinary wear and tear excepted.

19 10. Management. Lessee covenants to fully manage, organize and schedule the ballfield facilities
20 at the Leased Premises as provided below, with the understanding that Lessor will provide no
21 monetary assistance.

22 A) Scheduling: Lessee shall have the authority to schedule and coordinate all events
23 within the Leased Premises. Lessee will coordinate with Lessor in scheduling
24 appropriate youth baseball events as requested by Lessor or by public groups approved
25 by Lessee. Lessee shall determine what constitutes an appropriate youth baseball event.
26 If the ballfield facilities are not scheduled for Lessee's use or for youth baseball events
27 approved by Lessee, then Lessor may schedule youth baseball events at the ballfield
28 facilities, provided that the event shall be coordinated with Lessee and Lessee shall be
29 compensated as set forth in Paragraphs 10(D) and 10(F). Lessor and Lessee covenant
30 that all such events will be scheduled and held consistent with the laws and regulations
31 described in Section 14, below.

32 B) Advertising: Lessee shall submit a list of sponsorships to Lessor's City Manager prior
33 to posting of such sponsorship messages in the Leased Premises.

34 C) Security: Security services for University of Arkansas at Little Rock events shall be
35 provided by Lessee's Department of Public Safety. Additional security services for the

1 Leased Premises and adjoining property may be provided by Lessee's Department of
2 Public Safety on a case-by-case basis, subject to the approval of the University of
3 Arkansas at Little Rock.

4 D) Staffing: Lessee agrees to staff ticket sales, concessions and guest services for
5 University of Arkansas at Little Rock events. Staffing for non-University of Arkansas
6 at Little Rock events will not be Lessee's responsibility unless requested by Lessor's
7 Parks & Recreation Director and agreed to by Lessee prior to the event.

8 E) Proceeds: Lessee shall control the disposition of proceeds from all sponsorships, ticket
9 sales, and concessions generated from University of Arkansas at Little Rock events.
10 The disposition of proceeds from ticket sales and concessions for non- University of
11 Arkansas at Little Rock events shall be determined by the Lessor.

12 F) Groundskeeping/Staffing Fee: Lessee may charge a reasonable fee for any event held
13 on the Leased Premises, based on actual cost to the Lessee for groundskeeping and
14 staffing, including security. This groundskeeping/staffing fee will be itemized and
15 invoiced to the Lessor within 60 days of the event in question.

16 11. Relationship. The relationship of the parties hereto is strictly that of Lessor and Lessee. Lessee
17 is not and shall not be deemed an employee, agent or representative of the Lessor.

18 12. Insurance.

19 A) Builder's Risk Insurance. Prior to commencement of any construction project within
20 the Leased Premises, Lessee shall, to the extent required by policies of the University
21 of Arkansas at Little Rock or the Board of Trustees of the University of Arkansas,
22 obtain builder's risk insurance covering improvements in place that are constructed by
23 Lessee, or at its direction, all building materials at the job site.

24 B) Property Insurance. Lessee shall provide, to the extent required by policies of the
25 University of Arkansas at Little Rock or the Board of Trustees of the University of
26 Arkansas, Property Insurance coverage for loss or damage to the Leased Premises
27 which shall include the Lessor as an additional insured. Lessee agrees to furnish Lessor
28 certificates of insurance stating that the above insurance is in force and that Lessor
29 shall be notified at least ten business days prior to expiration or termination of the
30 policy. In the event of an insured loss, insurance proceeds may be disbursed by the
31 Lessee in such a manner as may reasonably be required to ensure full or partial
32 restoration of the Leased Premises for the uses described herein, or if such restoration
33 is not practical, as determined by Lessee, then such proceeds may be distributed to
34 Lessee to be used for an alternate facility for its Intercollegiate Baseball Programs
35 provided, however, Lessee shall clear debris from the Leased Premises and restore the

1 Premises to a condition suitable for Lessor to develop the property as a park, youth
2 baseball fields or for other purposes; provided further, nothing herein shall obligate
3 Lessee to construct a park or youth baseball fields but only to clear the property to a
4 condition suitable for such development by Lessor.

5 13. Hold Harmless. Lessor shall not be liable to Lessee's employees, agents, invitees, licensee,
6 visitors, or to any other person, for injury to person or damage to property on or about the
7 Leased Premises caused by negligence or misconduct of Lessee, its agents, servants or
8 employees, or of any other person entering upon the Leased Premises.

9 14. Compliance. Lessee covenants to comply with the Americans with Disabilities Act, the Equal
10 Employment Opportunity Act, the Arkansas Freedom of Information Act and all other
11 applicable Federal, State and Local Laws and ordinances, including Civil Rights Laws, and to
12 require such compliance in contractual agreements with subcontractors. Lessor and Lessee
13 further covenant that they will not exclude any qualified person or group from scheduling an
14 event or participating in a baseball program on the basis of race, color, national origin, age,
15 handicap or other class deemed by State or Federal Law, regulation, or court decision to be
16 protected against discrimination.

17 15. Default. Lessee shall be in default under the provisions of this Agreement upon the occurrence
18 of any of the following: (1) Lessee abandons any substantial portion of the Leased Premises;
19 (2) Lessee assigns or transfers this Agreement to another party; or (3) Lessee fails to comply
20 with any other term, provision or covenant of this Agreement, and the failure is not cured within
21 thirty (30) calendar days after Lessee receives written notice setting forth the grounds for
22 default, unless, within such time Lessee, in Lessor's reasonable judgement, is diligently
23 proceeding to cure the failure.

24 16. Waiver of Default. Failure of Lessor to declare an event of default immediately upon its
25 occurrence, or delay in taking any action in connection with an event of default, shall not
26 constitute a waiver of the default, but Lessor shall have the right to declare the default at any
27 time and take such action as is lawful or authorized under this Agreement.

28 17. Termination. All continuing covenants or obligations herein shall survive the termination of
29 this Agreement. which may be terminated for the following reasons:

30 A) Description of Premises: If the Leased Premises are destroyed or damaged by fire or
31 other casualty, rendering the premises inadequate to host an intercollegiate baseball
32 program for the classification in which Lessee is competing at the time of the loss
33 occurrence, Lessee may terminate this Agreement by giving thirty (30) calendar days'
34 prior written notice, unless the proceeds of insurance are sufficient to renovate and
35 restore the Leased Premises to its intercollegiate baseball facility condition and, in such

1 event, Lessee agrees to apply the proceeds of such insurance to restore the Leased
2 Premises for the use set forth herein. In the event Lessee terminates this Agreement
3 Lessee shall clear debris from the Leased Premises and restore the Premises to a
4 condition suitable for Lessor to develop the property as a park, youth baseball fields or
5 for other purposes, provide that nothing herein shall obligate Lessee to construct a
6 park or youth baseball fields but only to clear the property to a condition suitable for
7 such development by Lessor.

8 B) Assignment of Transfer of lease: Improper assignment of transfer of this Agreement,
9 as provided in Paragraph 20, shall be grounds for immediate termination of the
10 Agreement.

11 C) Default by Lessee: Upon the occurrence of any other event of default set forth in this
12 Agreement, Lessor shall have the option to terminate the Agreement by giving thirty
13 (30) calendar days' prior written notice setting forth the grounds for termination.

14 D) Good Cause: Lessee shall have the right to terminate this Agreement for loss of funding
15 or other cause by giving thirty (30) calendar days' prior written notice setting forth the
16 reasons for termination.

17 E) Condemnation: Should any or all of the Leased Premises be acquired for public use
18 under the power of eminent domain or by purchase in lieu thereof, Lessor shall be
19 entitled to all compensation and severance damages attributable to the land and any
20 buildings and improvements constructed by Lessor. Lessee shall receive any
21 compensation and severance damages which may be paid for damage to or loss of
22 buildings, or other improvements, constructed by Lessee and for personal property
23 owned by Lessee.

24 F) Discontinuation of the University of Arkansas at Little Rock Baseball Program: Should
25 Lessee's cease operations at the NCAA Division I level or otherwise, Lessee shall have
26 the right to terminate this Agreement, upon thirty (30) calendar days prior written
27 notice to Lessor that the University of Arkansas at Little Rock Collegiate Baseball
28 Program has been discontinued.

29 18. Notice. Any notices or demands which shall be required by this Agreement shall be in writing,
30 and personally delivered or mailed in the United States mail, postage prepaid:

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32 To Lessor, to the attention of:
33 Office of the City Manager
34 500 West Markham Street, Suite 203
35 Little Rock, AR 72201
36 (501) 371-4510
37 (501) 371-4498(Fax)

1 With a courtesy copy to: Office of the City Attorney
2 500 West Markham, Suite 310
3 Little Rock, AR 72201
4 (501) 371-4527
5 (501) 371-4675(Fax)
6

7 To Lessee, to the attention of:
8 George Lee (or duly appointed successor)
9 Athletic Director
10 2801 South University Avenue
11 Little Rock, AR 72204
12 (501) 916-5347
13

14 With a courtesy copy to: Office of General Counsel
15 University of Arkansas
16 2404 North University Avenue
17 Little Rock, AR 72207
18 (501) 686-2520
19 (501) 686-2517(Fax)
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21 19. Payments. All payments to Lessor required by this Agreement shall be made payable to "City
22 of Little Rock" and submitted to the Little Rock Parks & Recreation Department, City Hall,
23 500 West Markham Street, Suite 108, Little Rock, Arkansas, 72201.

24 20. Assignment. Lessee shall not assign or otherwise transfer this Agreement, any right or interest
25 in this Agreement, or any right or interest in the Leased Premises other than the right to use the
26 ballfield facilities on a temporary, scheduled basis. Lessee's assignment of this Agreement shall
27 be an event of default. During any period of assignment prior to declaration of default and
28 termination, Lessee shall remain responsible and liable under the terms, provisions and
29 covenants of this Agreement.

30 21. Expiration. At the end of the term of this Agreement, Lessee agrees promptly and peaceably to
31 restore possession of the Lease Premises to Lessor in good condition and repair, ordinary wear
32 and tear excepted. A!! continuing covenants or obligations herein shall survive the expiration
33 or earlier termination of this Agreement.

34 22. Entire Agreement. This Agreement and the documents referenced herein contain the complete
35 and entire agreement of the parties with respect to the purpose and obligations contemplated
36 herein, and supersede all prior negotiations, agreements, representations, and understandings,
37 if any, among the parties regarding such matters.

38 23. Modification. This Agreement shall not be amended or modified except by instrument in
39 writing signed by both Lessor and Lessee.

40 24. Applicable Law. This Agreement is governed by Arkansas law. All immunities afforded Lessor
41 and Lessee are retained and are not waived. Subject to and without waiving Lessee's sovereign

1 immunity, all matters relating to the validity, construction, interpretation and enforcement of
2 the Agreement shall be determined in Pulaski County, Arkansas.

3 25. Severability. In the event that any provision of this Agreement or part thereof shall be adjudged
4 invalid or unenforceable by any court of competent jurisdiction, then only such provision or
5 part shall be deemed invalid, and all remaining terms and provisions of the Agreement shall be
6 carried out and performed by the parties with the same force and effect as if the invalid
7 provision or part had never been a part of this Agreement.

8 26. Executed Copies. This Agreement shall be executed in the original, and any number of
9 executed copies. Any copy of this Agreement so executed shall be deemed an original and
10 shall be deemed authentic for any other use.

11 27. Signatures. The officials who execute this Agreement hereby represent and warrant that they
12 have full and complete authority to act on behalf of the Lessor and the Lessee, and that by
13 their signatures below, the terms and provisions hereof constitute valid and enforceable
14 obligations of each party.

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16 **LESSOR:**

LESSEE:

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18 **City of Little Rock**

**Board of Trustees of the University of Arkansas,
Acting for and on the behalf of the University of
Arkansas at Little Rock**

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