



1 determined that the settlement of litigation would be in the best interest of all parties.

2 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE**  
3 **CITY OF LITTLE ROCK, ARKANSAS:**

4 Section 1. The City Manager, and any other necessary City party, is authorized to enter into a settlement  
5 agreement in the Peaks Litigation pursuant to the following terms and conditions:

- 6 (a) The City shall agree to pay the cumulative amount of One Hundred Fifty Thousand No/100  
7 Dollars (\$150,000.00), pursuant to a Settlement and Release of Claims Agreement (the  
8 “Settlement Agreement”) which has been made available and explained to the Mayor and  
9 Members of the Board of Directors;
- 10 (b) The City shall agree and hereby agrees by this Resolution that Ordinance No. 21,012, An  
11 Ordinance to Repeal Ordinance No. 18,497 (June 5, 2001) Titled Arkansas Hospice Long-Form  
12 POD (Z-4175-G) and to Revoke a Planning Zoning District; and For Other Purposes, adopted  
13 by the City of Little Rock on March 17, 2015, was validly passed as recorded, and the Property  
14 has been zoned MF-18 since 2015 and continues to be zoned MF-18, allowing for all permitted  
15 uses as of the date of Ordinance No. 21,012 pursuant to the Zoning Ordinance for the City of  
16 Little Rock, Arkansas, without restrictions or conditions, including, but not limited to, any age-  
17 related restrictions, and the City further agrees that the Use as a multi-family residential  
18 apartment development is specifically allowed on the Property without any restrictions other  
19 than as stated in this Resolution;
- 20 (c) The City shall agree and hereby agrees that Building Permit Nos. 2020016052, 2020016054,  
21 2020016055, 2020016056, 2020016058, 202121883, 202121884, 202121886, and 202121887,  
22 as granted and issued by the City of Little Rock Department of Planning and Development,  
23 were properly granted and issued, and allow for the construction of improvements provided in  
24 the applications for these permits and intended use of the Property.
- 25 (d) The City shall agree and hereby agrees that certificates of occupancy for the development of  
26 the Property, as such has been identified as Phase I and Phase II, shall be promptly issued upon  
27 application and to issue the certificates pursuant to the City of Little Rock Code, assuming the  
28 improvements continue to be constructed in accordance with the City of Little Rock Code, and  
29 the Arkansas Fire Prevention Code, Volume II. The City shall issue such certificates of  
30 occupancy in good faith, and they shall not unduly withhold or delay their issuance, nor shall  
31 they deny the issuance of any certificate of occupancy or any other land-use entitlement  
32 necessary for the operation of the project being constructed on the Property based upon any  
33 issues relating to the Property’s zoning;

1 (e) The City shall agree and hereby agrees that the Plat and the Bill of Assurance as attached hereto  
2 as an Exhibit are hereby approved and shall cause, or authorizes the Planning Department to  
3 cause, the Plat and Bill of Assurance to be filed of record as required by the City of Little Rock  
4 Code and the laws of the State of Arkansas;

5 (f) (i) The Settlement Agreement shall be executed only by parties who possess  
6 complete and full authority to do so; and

7 (ii) Consideration paid by the City is adequate and sufficient, and acceptance of the  
8 monies are an express, irrevocable, acknowledgment of this fact; and

9 (iii) The Settlement Agreement releases, acquits and forever discharges the City, Mayor  
10 Scott, the Planning Department, Jamie Collins, Director Wright, and the Construction Board in  
11 addition to their respective directors, officers, employees, agents, brokers, representatives,  
12 subsidiaries, divisions, members, affiliates, shareholders, legal representatives, predecessors,  
13 successors, insurers, attorneys, trustees, beneficiaries, assigns, privies, all affiliated and related  
14 companies, management companies, consulting management companies, governing bodies,  
15 municipal corporations, municipal subdivision, and all other persons and corporate entities with  
16 which the City, Mayor Scott, the Planning Department, Jamie Collins, Director Wright, and the  
17 Construction Board have been, are now, or may hereafter be affiliated, from all causes, causes  
18 of action, debts, deeds, suits, proceedings, agreements contracts, judgments, damages  
19 obligations, costs, fees (including, without limitation attorneys' fees), responsibilities, and  
20 liabilities, whether known or unknown, arising out of or in any way connected with the events  
21 and actions which are the subject of the Peaks Litigation, have been the subject of the Peaks  
22 Litigation, or could have been the subject of the Peaks Litigation;

23 (iv) The City, Mayor Scott, the Planning Department, Jamie Collins, Director Wright,  
24 and the Construction Board, by virtue of the Settlement Agreement, and the Plaintiffs by the  
25 acceptance of the Settlement Agreement and the consideration set forth above, understands that  
26 nothing in the Settlement Agreement is an admission of liability, and that the Settlement  
27 Agreement is entered for the sole purpose of settlement and compromise; and

28 (v) The terms of the Settlement Agreement are contractual in nature.

29 (c) All Terms of the Settlement Agreement, in substantially the format attached as Exhibit A  
30 to this resolution, shall be in full force and effect whether referenced in the body of this resolution or nor.

31 Section 2. The funds for the City's portion of the Settlement shall be charged to \_\_\_\_\_.

32 Section 3. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this  
33 resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall

1 not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion  
2 so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.  
3 Section 4. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the  
4 provisions of this resolution, are hereby repealed to the extent of such inconsistency.

5 **PASSED: August 16, 2022**

6

7 **ATTEST:**

**APPROVED:**

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10 \_\_\_\_\_  
**Susan Langley, City Clerk**

\_\_\_\_\_ **Frank Scott, Jr., Mayor**

11 **APPROVED AS TO LEGAL FORM:**

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**Thomas M. Carpenter, City Attorney**

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