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**RESOLUTION NO. 13,806**

**A RESOLUTION TO AUTHORIZE THE MAYOR, CITY MANAGER AND CITY CLERK TO EXECUTE AN AGREEMENT FOR LEASE OF CERTAIN PROPERTY OWNED BY THE PANKEY COMMUNITY IMPROVEMENT ASSOCIATION, INC., FOR A POLICE SUBSTATION; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Little Rock desires to provide a new Police Substation in the northwest portion of the City to better serve residents and visitors to the area; and

**WHEREAS**, the Pankey Community Improvement Association, Inc., owns real property located at 13700 Cantrell Road that has only been partially constructed; and

**WHEREAS**, the Pankey Community Improvement Association, Inc., is willing to enter into a twenty-five (25)-year lease of its Cantrell Road property to the City, which would fund the completion of the structure so that the City and the Association would each occupy a portion of the structure.

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

**Section 1.** The Mayor, City Manager and City Clerk are authorized to execute and enter into a lease agreement substantially in the form attached as Exhibit A, which has been approved by the City Attorney, for certain property owned by the Pankey Community Improvement Association, Inc., as described below, for a Police Substation and any other City uses.

**Section 2.** The property is more particularly described as follows:

All that part of Block 34 of Josephine Pankey's Extension of her Third Addition to the City of Little Rock, Pulaski County, Arkansas, which is north of the present northerly right-of-way of Cantrell Road.

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

**Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same that are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

**ADOPTED: November 19, 2013**

1 ATTEST:

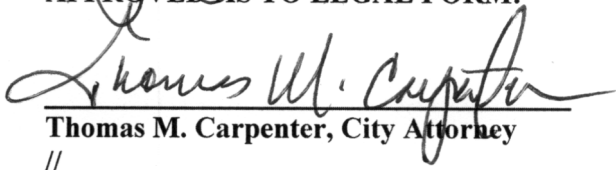
2   
3 \_\_\_\_\_  
4 Susan Langley, City Clerk

APPROVED:

  
\_\_\_\_\_

Doris Wright, Vice Mayor

5 APPROVED AS TO LEGAL FORM:

6   
7 \_\_\_\_\_  
8 Thomas M. Carpenter, City Attorney  
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1 design and complete the Structure and Property, including but not limited to  
2 parking lot construction and striping, landscaping as designed and approved by  
3 the City, the items listed in Section 2.2 as the City's expense, and all expenses  
4 necessary for the Structure to be fully functional as a police substation, including  
5 fixtures and built-ins but not stand alone furniture and equipment; and 2) the cost  
6 to the City during the term of the Agreement of electric, gas (if any gas utility  
7 service exists in the Structure), sewer, waste disposal service and water utilities  
8 for the Property, such credit for utility costs to be capped at a maximum of Five  
9 Hundred Dollars (\$500.00) per month. The City's cost for the purchase and  
10 installation of gas pumps, however, shall not be credited against the rent.

11  
12 The City's expenditures as described above shall be amortized and applied  
13 against the rent, starting when the entire Structure is fully complete and LRPD  
14 begins its occupation and continuing for the remainder of the Term and any  
15 renewal Term, and the City shall not pay any actual funds for rent until such time  
16 as the City has recouped all its expenditures related to the completion of the  
17 entire Structure and its prior payment of utilities, capped at Five Hundred Dollars  
18 (\$500.00) per month. It is understood that a limited number of LRPD personnel  
19 may occupy the Structure prior to the full completion of the Structure. Such  
20 limited occupation shall not constitute or signify the completion of the Structure  
21 that is the starting point for the periodic rent payments. LRPD shall promptly  
22 advise the Association of the date the Structure becomes fully completed and  
23 occupied.

24  
25 With credit applied as detailed above, rent for the Property shall be charged  
26 beginning upon completion of the entire Structure by the City and the start of full  
27 occupation of the Structure by LRPD, with the rent during the first five (5) years  
28 of the Agreement to be computed at the rate of Thirteen Dollars (\$13.00) per  
29 square-foot per year for the Police Substation Area in the Structure, meaning that  
30 area restricted to LRPD and other City uses only. The square-footage to be  
31 provided to the City for the Police Substation Area shall be 3,815 square-feet of  
32 the 6,415 square-foot Structure. During the remainder of the initial term of the  
33 Agreement, the rent shall be increased so that the rent for each such remaining  
34 year shall be Thirteen and 50/100 Dollars (\$13.50) per square-foot per year for

1 the Police Substation Area.

2 **2. Duties**

3 2.1 The parties agree that the design of the Structure shall be that shown in the June  
4 13, 2013, design by Caradine Companies Architecture, a copy of which is  
5 attached as Attachment B. Of the 6,415 square-feet of the Structure, 3,815 square  
6 feet shall be designated as the Police Substation Area and 2,600 square-feet is  
7 designated as a Community Center, space that the Association may use for its  
8 purposes of public education and community center activities. The entry area of  
9 the Structure shall be a common area identified as area #1 on the floor plan  
10 legend and it shall be accessible for both City and Pankey Community use. The  
11 common space for the entry area is considered for purposes of this Agreement as  
12 a part of the square-footage of the Community Center. The south (Cantrell Road)  
13 entrance to the Structure shall be for both the community and LRPD, while the  
14 north building entrance shall be restricted to LRPD and other City purposes only.  
15 As a condition for the Association to enter into the Agreement, the City agrees to  
16 use the services of the original licensed architect for the Structure for the  
17 additional architectural design and oversight work needed, payable at 6%) of the  
18 cost of construction of the Structure and parking lot improvements, inclusive of  
19 concept plan work for the June 13, 2013, design.

20 2.2 The City shall be responsible for the completion of the Structure and the parking  
21 lot improvements, for a total cost of up to One Million Dollars (\$1,000,000.00),  
22 inclusive of fuel pumps and architectural fees. This responsibility shall include  
23 walls, flooring, plumbing, restrooms, toilets, sinks, hot water tank, electrical  
24 work, kitchen cabinetry, air conditioning and heating, and parking lot  
25 improvements. City and Association shall each provide the furniture, appliances  
26 and equipment for its respective area and part of the entry. The target date for  
27 completion of the Structure will be April 30, 2014, but the completion of the  
28 Structure shall be accomplished no later than eighteen (18) months after the  
29 signing of this Agreement. Any further expansion or capital improvements  
30 beyond the completion of the Structure described in this Section 2 shall require  
31 the mutual agreement of the parties.

32 2.3 The City agrees to consult with the Association's appointed representative or  
33 representatives in the City's design and completion of the landscaping and the  
34 construction of the Structure to provide space for both parties. The City shall also

1 provide striped and paved parking lot spaces, with the space in the rear of the  
2 Structure restricted to City use and spaces in the front of the Structure for  
3 Association and public use. The City shall have the authority to determine the  
4 final design of the Structure, parking lots and the landscaping so long as it is  
5 consistent with the June 13, 2013, design by Caradine Companies Architecture.

6 2.4 The Association agrees to allow the City to install a fueling site on the Property  
7 for the sole and exclusive use of fueling Police and other City vehicles.

8 2.5 The City shall be responsible for installing and maintaining security cameras  
9 inside the common area of the Structure (the entry), and on the outer perimeter of  
10 the Property.

11 2.6 The City shall provide the Association with controlled access to the Community  
12 Center for a maximum of ten (10) persons determined by the Association and  
13 identified by the Association to City by name, address and date of birth. It shall  
14 then be the responsibility of the Association to control individual access and  
15 utilization of the access cards or other entry devices provided to the Association  
16 by City. Entry cards or devices provided to the Association for use by its  
17 members or others shall not include access to the Police Substation Area.

18 2.7 Police Officers shall have access to the entire Structure, including the  
19 Community Center, if available and not booked by the Association, for law  
20 enforcement purposes. Whenever possible, the City shall seek permission of the  
21 Association before any City utilization of any Association room, equipment or  
22 items.

23 2.8 The City shall carry property insurance on the Structure and insurance proceeds  
24 provided to the City after a claim on such insurance shall be used by the City to  
25 repair or rebuild the Structure within a reasonable time frame. The Association  
26 shall be responsible for insuring its own personal property and carrying what  
27 other insurance on the Property it desires.

28 2.9 The City shall be responsible for major repairs to the Structure, including repairs  
29 relating to heating, cooling, and roofing and shall be responsible for making  
30 repairs to the parking lot and for the timing of its repairs. The City shall be  
31 responsible for major and minor repairs to the Police Substation Area. The  
32 Association shall be responsible for making Community Center repairs not listed  
33 in this Section 2.9.  
34

1           2.10   The City shall have the responsibility to pay for all electric, water, sewer, waste  
2           disposal service and gas (if the Structure has natural gas service) utilities for the  
3           entire Property during the Term of the Agreement but the rent paid by City to  
4           Association each month during the entire term of the contract and any renewal  
5           shall be reduced by the lesser of Five Hundred Dollars (\$500.00) or the actual  
6           aggregated monthly cost of such electric, water, sewer, waste disposal and gas  
7           utilities for the Property.

8           2.11   The City shall be responsible for the care and maintenance of the landscaping  
9           and parking lots, for pest control for the Property, and for the cleaning of the  
10          common areas and the areas designated as restricted for City employees. The  
11          Association shall be responsible for maintenance and cleaning of the Community  
12          Center.

13       **3.     Staffing**

14           3.1    Association Events. The Association shall be responsible for staffing such  
15           workers as it needs or desires at events on the Property sponsored by or booked  
16           by the Association. If police personnel are requested at events at the Community  
17           Center, the Association may, if it so desires, hire the services of off-duty LRPD  
18           Officers for the events if doing so is consistent with Departmental policy.

19           3.2    City Events. The City shall be responsible for staffing personnel at events on the  
20           Property sponsored by or booked by the City.

21       **4.     Designation of Facility Space**

22           In the design and operation of the Structure, the City will be provided with space for its  
23           restricted use Police Substation Area or other City use, as determined by the City. The  
24           entry area of the Structure shall be a common use area. The Association shall be provided  
25           with the remaining square-footage in the Structure for its Community Center.

26       **5.     Parking Lot Use**

27           5.1.    Unless necessary, Police Officers assigned to the substation located in the  
28           Structure shall not park in parking spaces provided for the public.

29           5.4.    Association members shall not park in spaces designated for police parking.

30       **6.     Professional Responsibility**

31           Nothing in this Agreement shall be construed to interfere with or otherwise affect the  
32           rendering of services by the City in accordance with the independent and professional  
33           judgment of its employees. Police personnel assigned by the City to the Police  
34           Substation Area will perform their duties and services substantially in accordance with

1 the City of Little Rock Administrative Personnel Policy and Procedure Manual, Little  
2 Rock Police Department Rules and Regulations and LRPD General Orders.

3 **7. Breach of Agreement; Termination**

4 7.1 Default. If there is a default, defined as a breach of or failure to adhere to any  
5 condition in this Agreement, written notice of the default shall be provided to  
6 the other party and such notified party shall have an opportunity to cure the  
7 default within thirty (30) days. If the default is not cured in such time, the  
8 parties shall resort to mediation by a mediator mutually agreeable to the parties.  
9 If mediation efforts are unsuccessful, the parties may employ any remedy  
10 available under law.

11 7.2 Termination by the Association. During the initial term, the Association shall not  
12 terminate this Agreement until the City has recouped its capital investments in  
13 the Structure, parking lot, and landscaping and its payments for electric, gas,  
14 sewer, waste disposal and water utilities for the Property, capped at Five Hundred  
15 Dollars (\$500.00) per month. If the City has recouped such investment over time  
16 after having been given credit against the rent it otherwise would have paid, the  
17 City shall be allowed at least six (6) months to quit its use of the Structure and  
18 Property after a written notice of termination has been provided to the City from  
19 the Association and then at such time the City shall remove its personal property  
20 from the Property and any wiring previously needed for its operations, if desired,  
21 and relinquish the Structure to the Association. The City shall keep records of its  
22 expenses to fund the design, construction and completion of the Structure, the  
23 parking lot and landscaping improvements to the Property, and the utility costs  
24 for the Property and make them available to the Association upon request. In the  
25 event the City is in breach of any term or terms of the Agreement and the City  
26 has not cured the default within thirty (30) days after written notice to do so, the  
27 Association shall employ mediation to resolve the conflict, and if that fails, the  
28 Association may employ any other legal remedy available to it.

29 7.3 Termination by the City. The City shall have the right to terminate this  
30 Agreement for any reason at any time, but if it does so, it shall forfeit the value of  
31 any improvements it shall have made in the Property unless it terminates the  
32 Agreement for cause after a notice of default has been provided to the  
33 Association, after the Association has failed to cure the default, and after  
34 mediation efforts have been unsuccessful.



1           **8. Tort Immunity**

2           Nothing in this Agreement shall be construed to waive the tort immunity of the City  
3           afforded to municipalities by statute, but rather, the parties acknowledge the City's  
4           intention to rely on such tort immunity.

5           **9. Signage**

6           The City shall provide all on-site signage to the Structure, in conformance with the  
7           City's sign code, to designate use by both parties.

8           **10. Assignment**

9           No assignment of this Agreement shall be made by either party without the written  
10          consent of the other party.

11          **11. Condemnation**

12          This Agreement may be terminated upon the taking by eminent domain of any part of the  
13          Property. This provision does not prevent the City from claiming or recovering from the  
14          condemning authority the value of the City's leasehold interests or prevent the  
15          Association from claiming or recovering from the condemning authority the value of the  
16          Association's ownership interests. Neither party shall have any rights in or to any award  
17          made to the other by the condemning authority. This Agreement shall terminate upon the  
18          taking of the Property by eminent domain by the City.

19          **12. Taxes**

20          During the term of the Agreement, any real estate taxes on the Property, if any are owed,  
21          shall be paid by the Association.

22          **13. Right of First Refusal**

23          The Association shall provide the City with the right of first refusal to purchase the  
24          Property at fair market value, minus any remaining credit for 1) the City's costs for  
25          completing the structure and parking lot improvements, not including fuel pump cost and  
26          installation; and 2) for its prior payments for utilities, capped at Five Hundred Dollars  
27          (\$500.00) per month. Such right of first refusal shall be provided to the City if at any  
28          time the Association has fee simple title without a reversion clause and it determines it  
29          wishes to sell the Property. Fair market value shall be determined by an appraisal  
30          obtained and paid for by the City and conducted by a certified appraiser mutually  
31          acceptable to the parties.

32          **14. Force Majeure**

33          Anything contained herein to the contrary notwithstanding, each party shall be excused  
34          for the period of delay in the performance of any and all of its obligations under this

1 Agreement and shall not be considered in default when prevented from so performing by  
2 a cause or causes beyond the control of such party, including labor disputes, civil  
3 commotion, war, fire or other casualty, or acts of God.

4 **15. Binding Nature of Agreement; Authority to Execute Agreement**

5 This Agreement constitutes the legal and binding obligation of the City and the  
6 Association and their successors, heirs and permitted assigns, but only upon execution by  
7 an authorized representative of each party. Each person executing this Agreement hereby  
8 represents and warrants that he has the necessary power and authority to bind the  
9 respective party to the obligations contained herein.

10 **16. Construction of Agreement; Captions**

11 This Agreement shall be construed without regard to the identity of the person or persons  
12 who drafted the provisions contained herein. Each and every provision of this Agreement  
13 shall be construed as though each party hereto participated equally in the drafting hereof.  
14 The parties acknowledge that each party has had the opportunity to consult with such  
15 party's own attorney regarding this Agreement. The captions of sections appearing in  
16 this Agreement are inserted only as a matter of convenience and in no way define, limit,  
17 construe or describe the scope or intent of such sections.

18 **17. Severability**

19 In the event that any section, subsection, subdivision, paragraph, item, sentence, clause,  
20 phrase or word of this Agreement is declared or adjudged to be invalid or  
21 unconstitutional, such declaration or adjudication shall not affect the remaining  
22 provisions of this Agreement, as if such invalid or unconstitutional portion were not  
23 originally a part of this Agreement.

24 **18. Entire Agreement; Modifications**

25 The parties acknowledge that except as expressed herein or by a subsequent document in  
26 writing signed by the parties, this Agreement expresses their entire agreement and no  
27 oral representations or inducements have been made that would alter the terms hereof.  
28 This Agreement shall not be modified except by a written instrument signed by an  
29 authorized representative of each of the parties.

30 **19. Governing Law**

31 This Agreement shall be interpreted in accordance with the laws of the State of  
32 Arkansas. Nothing in the Agreement shall be construed to waive existing Arkansas  
33 statutes or City of Little Rock ordinances.  
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**20. Non-appropriation**

Notwithstanding the Agreement's term, or any renewal terms thereof, this Agreement shall terminate at such time as appropriated funds are no longer available for the City to satisfy the obligations, covenants, terms and agreements of the Agreement.

**21. Waiver**

No waiver of any default of Association or City hereunder shall be implied from any failure to take any action on account of such default if such default persists or is repeated.

**22. No Joint Venture**

The parties agree that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between City and Association or cause one to be responsible in any way for the debts and obligations of the other party.

**23. Compliance with Laws**

The parties shall comply with all laws, ordinances, orders, rules and regulations of municipal, state, federal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Property, including application for required permits. Such laws include, but are not limited to, the Americans with Disabilities Act, Arkansas Civil Rights Act, and the Arkansas Freedom of Information Act.

**24. Quiet Enjoyment**

The Association represents and warrants that it is seized in fee simple title to the Property. The Association covenants that provided no City Default has occurred, City shall have quiet and peaceful possession of the Police Substation Area portion of the Property and all other uses herein provided as against the Association and any person claiming the same by, through or under the Association. The Association further represents and warrants that it has good right, full power, and lawful authority to enter into this Agreement for the Term of the Agreement.

**25. Notices**

Any notice provided for herein to be given by a party to the other shall be delivered in person or mailed by First-Class U.S. Mail, postage prepaid, as set forth below. Notice shall be deemed to have been given when received if delivered in person or, if mailed, three (3) days after having been deposited in the U.S. Mail. A party may from time to time designate a different person or address to receive notice for that party but shall do so in a writing provided to the other party.

1 **CITY OF LITTLE ROCK**

2  
3 City Manager  
4 500 West Markham Street, Room. 203  
5 Little Rock AR 72201

6  
7 with an additional copy to:  
8 Chief of Police  
9 700 West Markham Street  
10 Little Rock AR 72201

11  
12 and an additional copy to:  
13 City Attorney  
14 500 West Markham Street, Room 310  
15 Little Rock AR 72201

16  
17 **IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date last set  
18 forth below.

19 **LESSEE:**

20  
21 **CITY OF LITTLE ROCK**

22  
23  
24 **By:** \_\_\_\_\_  
25 **Mark Stodola, Mayor**

26  
27 **Date:** \_\_\_\_\_

28 **ATTEST:**

29  
30  
31 \_\_\_\_\_  
32 **Susan Langley, City Clerk**

33 **APPROVED AS TO LEGAL FORM:**

34  
35 \_\_\_\_\_  
36 **Thomas M. Carpenter, City Attorney**  
//

**PANKEY COMMUNITY**

**IMPROVEMENT ASSOCIATION, INC.**

Wade Norwood, President  
P.O. Box 17623  
Little Rock AR 72222

with an additional copy to:  
Rick Thomas, Vice-President  
P.O. Box 17354  
Little Rock AR 72222

**LESSOR:**

**PANKEY COMMUNITY IMPROVEMENT  
ASSOCIATION, INC.**

**By:** \_\_\_\_\_  
**Wade Norwood, President**

**Date:** \_\_\_\_\_

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**ACKNOWLEDGMENT**

STATE OF ARKANSAS     )  
  ) SS  
COUNTY OF PULASKI     )

I, \_\_\_\_\_, notary public in and for said county in the state aforesaid, do hereby certify that Mark Stodola and Susan Langley, personally known to me to be the Mayor and City Clerk, respectively, of the City of Little Rock, Arkansas, appeared before me this day in person and acknowledged that, as such, they signed the said instrument on behalf of the City of Little Rock, Arkansas, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
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**ACKNOWLEDGMENT**

**STATE OF ARKANSAS     )**  
**) SS**  
**COUNTY OF PULASKI     )**

I, \_\_\_\_\_, notary public in and for said county in the state aforesaid, do hereby certify that Wade Norwood, as the President of the Pankey Community Improvement Association, Inc., appeared before me this day in person and acknowledged that, as such, he signed the said instrument on behalf of the Pankey Community Improvement Association, Inc., for the uses and purposes therein set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



**ATTACHMENT B**

Design of Structure (June 3, 2013)  
By Caradine Companies Architecture

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## Floor Plan Legend

### Community Spaces:

1. Community Lobby
2. Community Women's Restro
3. Community Men's Restroom
4. Secretary Station
5. Community Administration Office
6. Community Special Events
7. Storage
8. Community Kitchen
- 8A. Community Conference Room
- 8B. Attic Access for storage

### Police Department Spaces:

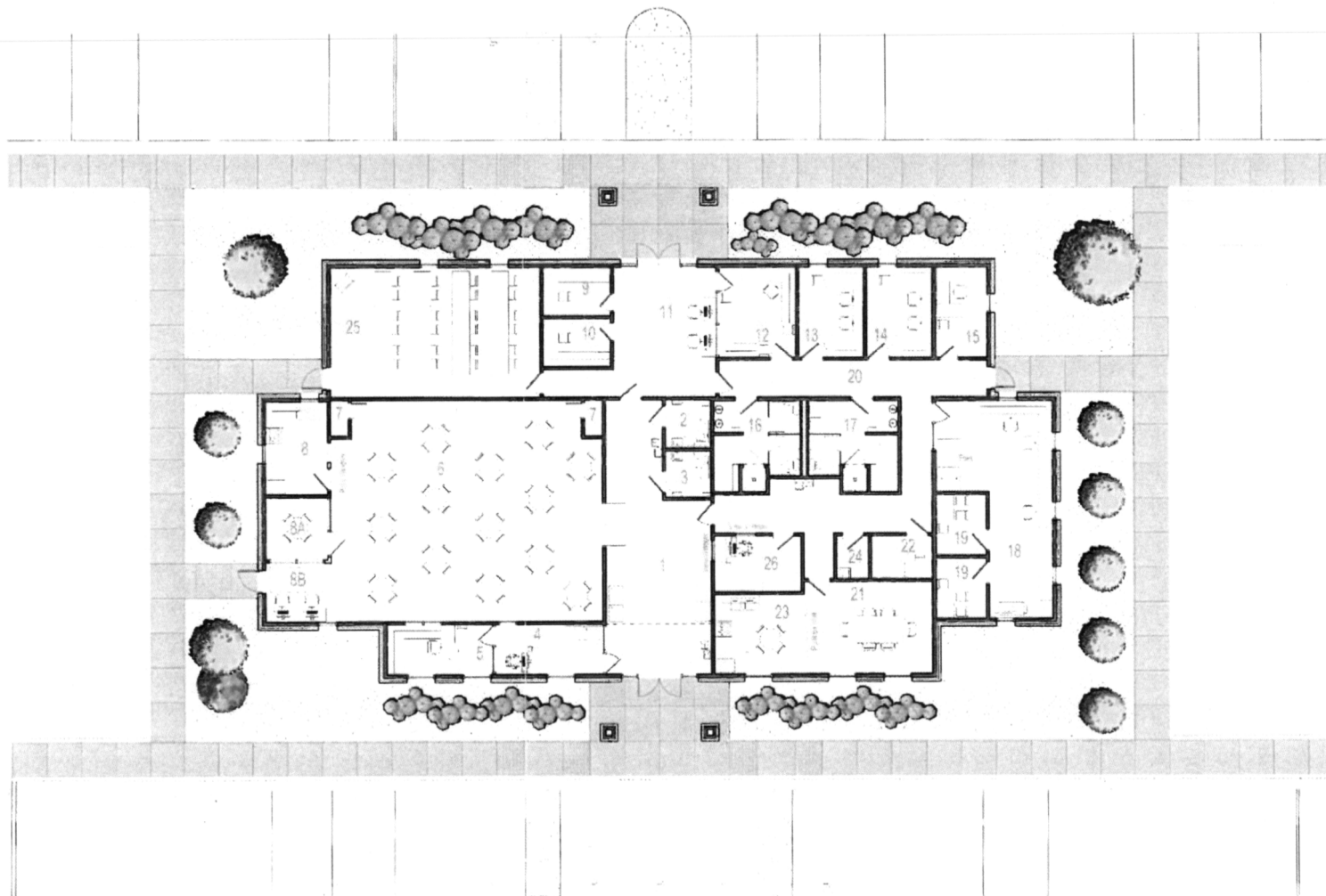
9. Secured Storage
10. Evidence Storage
11. Police Department Lobby
12. Squad Sergeants' Office
13. Lieutenant's Office
14. Detectives Lieutenants' Office
15. Captain's Office
16. Women's Restroom
17. Men's Restroom
18. Detectives' Workstations
19. Interview Room
20. Access to Mechanical/Electrical
21. Police Conference Room
22. Data/Network Room
23. Police Station Kitchen
24. Janitor's Closet
25. Line-Up Room
26. Receptionist

### Square Footage Tabulation

Building Gross Sq.: 6,415 sf  
 Police Sub-Station: 3,815 sf.  
 Community Center: 2,600 sf

Community Center:  
2,600 sf

Police S  
3,815 sf.



Floor Plan

1/8" = 1'-0"



## The City of Little Rock Police Sub-Station

### Preliminary Conceptual Plan

June 13, 2013

