

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding ("MOU") between the City of Little Rock ("City") and Theresa Hoover United Methodist Church ("THUMC") is to set forth the understandings and memorialize the agreements made in regard to property in the area of 13th Street and Cedar Street near the Willie Hinton Resource Center and the 12th Street Station under construction.

WHEREAS, the City is in the process of planning and constructing a 12th Street Station to better serve and protect the citizens of the City of Little Rock, and

WHEREAS, it has been determined that additional parking will be needed for the 12th Street police substation beyond the property currently owned by the City, and

WHEREAS, THUMC owns property in the area of the planned 12th Street Station and it has proposed to either sell or lease property to the City to provide the needed parking and the City owns property nearby that THUMC would like to acquire for church purposes.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Term. The term of this MOU is for an initial five (5) year period from the date of this MOU. The MOU may be extended by mutual agreement of the parties.
2. Termination. This MOU may be terminated at will by a party upon at least ninety (90) days' notice being provided to the other party.
3. Purchase; Lease; Other Terms and Conditions.
 - (a) THUMC and the City, through its Mayor and City Clerk, shall enter into agreements, in a form acceptable to the Little Rock City Attorney, for the following:
 - (1) The City shall purchase from THUMC property located at 3923 West 13th Street, more particularly described as Lot 6, Block 6, W.B. Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas, and being shown on Plat recorded in Plat Book 1, Page 21, of the records of Pulaski County, Arkansas, for the purchase price of sixty-five thousand dollars (\$65,000).
 - (2) THUMC shall purchase from the City property located at 4001 West 13th Street, Little Rock, Arkansas, more particularly described as Lot 1, Block 5, W.B. Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas, for the purchase price of Thirty-Eight Thousand, Nine Hundred Sixty-Seven and 74/100 Dollars (\$38,967.74).
 - (3) THUMC shall pay all closing costs for both transactions described above up to the amount of twenty-five hundred dollars (\$2,500), and the City shall pay any remaining amount of closing costs.

(b) At its expense, the City shall demolish, no later than sixty (60) days after the final closing of the properties identified in 3(a) above, all four (4) structures located in Little Rock on property located at:

- (1) 4005 West 13th Street, more particularly described as Lot 2, Block 5, W. B. Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas, and being shown on Plat recorded in Plat Book 1, Page 21, of the records of Pulaski County, Arkansas;
- (2) 4000 West 14th Street, more particularly described as Lots 11 and 12, Block 5, W. B. Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas, and being shown on Plat recorded in Plat Book 1, Page 21, of the records of Pulaski County, Arkansas,
- (3) 4010 West 14th Street, more particularly described as Lot 10, Block 5, W. B. Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas, and being shown on Plat recorded in Plat Book 1, Page 21, of the records of Pulaski County, Arkansas, but only if such property is acquired by THUMC within thirty (30) days from the full execution of this MOU; and
- (4) 4001 West 13th Street, Little Rock, Arkansas, more particularly described as Lot 1, Block 5, W.B. Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas.

(c) No later than thirty (30) days after the four (4) structures listed above have been demolished, THUMC shall construct and maintain a temporary parking lot on the lots described in Sec. 3(b) above after all of the following occur:

- (1) THUMC obtains title to 4001 West 13th Street,
- (2) THUMC, in cooperation with the City, obtains all approvals necessary for such construction in accordance with City requirements,
- (3) The completion of demolition described in Sec. 3(b) above occurs, and
- (4) A Conditional Use Permit is granted for the temporary parking lot, in which case all conditions attached to such permit for the temporary parking lot shall be followed by THUMC.

(d) After THUMC constructs the temporary parking lot described in Sec. 3(b), the City shall proceed without further approval needed from THUMC to construct a permanent parking lot on such property as further detailed below.

(e) The City and THUMC shall enter into a twenty-five (25)-year lease for the permanent parking lot described in Sec. 3(d) above for the purpose of providing shared parking for THUMC and Little Rock Police Department ("LRPD") and other City staff as determined by the City Manager, which lease shall be effective as of the date of completion of the permanent parking lot by the City. The lease shall provide that the parking lot and landscaping shall be maintained by THUMC at THUMC's expense.

- (1) The lease shall provide at least fifty percent (50%) of the spaces in the parking lot to the LRPD and other City staff as determined by the City Manager, except (1) on Sunday days and Wednesday evenings, when the City shall be provided with at least twenty-five percent (25%) of the

spaces in the parking lot; (2) except during funerals and with at least forty-eight (48) hours' advance written notice being provided to the LRPD 12th Street Station Commander, at least twenty-five percent (25%) of the parking lot spaces shall be provided to LRPD, and (3) for other special events at the THUMC site, the City may provide additional parking spaces from its usual half share to THUMC upon forty-eight (48) hours advance written notice if doing so will not conflict with the parking needs for the police substation, as determined by the substation commander. These same sharing provisions shall also apply to the use of the temporary parking lot.

- (2) The parking lot lease shall also provide that if THUMC terminates the lease before the twenty-five (25) year period has expired, THUMC shall be responsible to reimburse the City for all the expenses incurred by the City to demolish the structures and to construct and maintain the parking lot on the properties owned by THUMC described above in Section 2(b). The reimbursement shall be based on an amortization of such cost over the period of time between the early termination of the lease and the end of the original twenty-five (25) year lease period.
- (3) The City shall endeavor to complete the permanent parking lot improvements within one (1) year from the date LRPD begins occupation of the 12th Street Station but LRPD shall complete such improvements no later than eighteen months afterwards, but LRPD's obligation to do so is contingent upon funding being available to LRPD for such purpose.
- (4) All permanent parking lot construction is also contingent upon approval of a Conditional Use Permit for the parking lot and shall be in accord with any conditions placed on the parking lot by the Conditional Use Permit.

(f) The parties are authorized to enter into the twenty-five (25) year lease, in a form acceptable to the City Attorney, with the provisions stated in this MOU. The City shall not during the term of the lease pay rent for its use of the parking lot, but in lieu of rent shall pay the cost of all demolitions on the property, and construction of the permanent parking lot, including landscaping within the parking lot. If THUMC for any reason terminates the lease before the end of twenty-five (25) years, THUMC shall reimburse the City for its costs of demolition and its costs to construct the parking lot and install the landscaping.

4. Notices. Any notice required to be given hereunder shall be deemed given on the third business day following mailing of any such notice, postage-paid, to the address herein set forth.

THUMC:
Regina Durham
Chair of Board of Trustees
4000 W. 13th St.
Little Rock AR 72201

CITY:
City Manager
500 W. Markham, Rm. 203
Little Rock AR 72201

5. Modifications. Any modifications to this MOU shall be in writing and signed by the parties.

6. Non-appropriation. Notwithstanding the term, or any renewal thereof, this MOU shall terminate at such time as appropriated and otherwise unobligated funds are no longer available for the City to satisfy the obligations, covenants, terms and agreements contained herein.

IN WITNESS WHEREOF, the parties have hereunto signed as of the date last written below.

**THERESSA HOOVER UNITED
METHODIST CHURCH**

CITY OF LITTLE ROCK

By: *Regina Durham*
Regina Durham
Chair of Board of Trustees

By: _____
Bruce T. Moore
City Manager

Date: 9/18/14

Date: _____

APPROVED AS TO LEGAL FORM:

William C. Mann, III
for Thomas M. Carpenter **CHIEF DEPUTY**
City Attorney **CITY ATTORNEY**

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF PULASKI)

On this 18 day of September, 2014, personally appeared **REGINA DURHAM** who acknowledged that she had executed the foregoing **MEMORANDUM OF UNDERSTANDING**, as **CHAIR OF BOARD OF TRUSTEES OF THERESSA HOOVER UNITED METHODIST CHURCH**, for the intents and purposes therein stated.

Witness my hand and seal on this 18 day of September, 2014.

Deborah M. Bell
Notary Public

My Commission Expires:



