

1 twenty-five (25)-year lease and all documents needed for the City to acquire Lot 6, Block 6 of W.B.
2 Worthen's Addition to the City of Little Rock, Arkansas, and for the City to sell Lot 1, Block 5 of W.B.
3 Worthen's Addition to the City of Little Rock, Arkansas, to the church;

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

6 **Section 1.** The City Manager is hereby authorized to enter into the attached Memorandum of
7 Understanding with the Theresa Hoover United Methodist Church.

8 **Section 2.** The Mayor and City Clerk are authorized to enter into a twenty-five (25)-year lease with
9 Theresa Hoover United Methodist Church for the properties located at 4001 West 13th Street, 4005 West
10 13th Street, 4000 West 14th Street and 4010 West 14th Street, as more particularly described in the
11 Memorandum of Understanding, in a form approved by the City Attorney and under the conditions stated
12 in the Memorandum of Understanding.

13 **Section 3.** The Mayor, City Manager, and City Clerk, as appropriate, are authorized to execute all
14 documents needed for the City to purchase Lot 6, Block 6, W. B. Worthen's Addition to the City of Little
15 Rock, located at 3923 West 13th Street in Little Rock from Theresa Hoover United Methodist Church for
16 Sixty-Five Thousand Dollars (\$65,000.00) to be used for parking for the 12th Street Station.

17 **Section 4.** The Mayor, City Manager, and City Clerk, as appropriate, are authorized to execute all
18 documents needed for the City to sell Lot 1, Block 5, W. B. Worthen's Addition to the City of Little Rock,
19 Arkansas, to Theresa Hoover United Methodist Church for Thirty-Eight Thousand, Nine Hundred Sixty-
20 Seven and 74/100 Dollars (\$38,967.74).

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

26 **Section 6. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
27 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

28 **ADOPTED: May 20, 2014**

29 **ATTEST:**

APPROVED:

30
31 _____
32 **Susan Langley, City Clerk**

30
31 _____
32 **Mark Stodola, Mayor**

1 **APPROVED AS TO LEGAL FORM:**

2

3

4 **Thomas M. Carpenter, City Attorney**

5 //

6 //

7 //

8 //

9 //

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

1 amount of Two Thousand, Five Hundred Dollars (\$2,500.00), and the City shall
2 pay any remaining amount of closing costs.

3 (b) At its expense, the City shall demolish all four (4) structures located in Little Rock on property
4 located at:

5 (1) 4005 West 13th Street, more particularly described as Lot 2, Block 5, W. B.
6 Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas, and
7 being shown on Plat recorded in Plat Book 1, Page 21, of the records of Pulaski
8 County, Arkansas;

9 (2) 4000 West 14th Street, more particularly described as Lots 11 and 12, Block 5, W.
10 B. Worthen's Addition to the City of Little Rock, Pulaski County, Arkansas, and
11 being shown on Plat recorded in Plat Book 1, Page 21, of the records of Pulaski
12 County, Arkansas,

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

18 (4) 4001 West 13th Street, Little Rock, Arkansas, more particularly described as Lot
19 1, Block 5, W.B. Worthen's Addition to the City of Little Rock, Pulaski County,
20 Arkansas.

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

24 (1) THUMC obtains title to 4001 West 13th Street,

25 (2) THUMC, in cooperation with the City, obtains all approvals necessary for such
26 construction in accordance with City requirements,

27 (3) The completion of demolition described in Sec. 3(b) above occurs, and

28 (4) A Conditional Use Permit is granted for the temporary parking lot, in which case all
29 conditions attached to such permit for the temporary parking lot shall be followed by
30 THUMC.

31 (d) The City and THUMC shall enter into a twenty-five (25)-year lease for the parking lot described
32 in Sec. 3(c) above for the purpose of providing shared parking for THUMC and Little Rock Police
33 Department (LRPD) and other City Staff as determined by the City Manager, to be executed
34 expeditiously after execution of this MOU. The lease shall provide for the demolition described in

1 Sec. 2(b) above, THUMC's construction and maintenance of the temporary parking lot, and the
2 City's eventual construction of a paved and striped parking lot with landscaping, with the lot and
3 landscaping to be maintained by THUMC at THUMC's expense.

4 (1) The lease shall provide at least 50% of the spaces in the parking lot to the LRPD
5 and other City Staff as determined by the City Manager, except (1) on Sunday days
6 and Wednesday evenings, when the City shall be provided with at least 25% of the
7 spaces in the parking lot; (2) except during funerals and with at least forty-eight
8 (48) hours advance written notice being provided to the LRPD 12th Street Station
9 Commander, at least 25% of the parking lot spaces shall be provided to LRPD; and
10 (3) for other special events at the THUMC site, the City may provide additional
11 parking spaces from its usual half share to THUMC upon forty-eight (48) hours
12 advance written notice if doing so will not conflict with the parking needs for the
13 police substation, as determined by the substation commander.

14 (2) The parking lot lease shall also provide that if THUMC terminates the lease before
15 the twenty-five (25)-year period has expired, THUMC shall be responsible to
16 reimburse the City for all the expenses incurred by the City to demolish the
17 structures and to construct and maintain the parking lot on the properties owned
18 by THUMC described above in Section 2(b). The reimbursement shall be based
19 on an amortization of such cost over the period of time between the early
20 termination of the lease and the end of the original twenty-five (25)-year lease
21 period.

22 (3) The City shall endeavor to complete the permanent parking lot improvements one
23 (1)-year from the date LRPD begins occupation of the 12th Street Station but LRPD
24 shall complete such improvements no later than eighteen (18) months afterwards,
25 but LRPD's obligation to do so is contingent upon funding being available to
26 LRPD for such purpose.

27 (4) All permanent parking lot construction is also contingent upon approval of a
28 Conditional Use Permit for the parking lot and shall be in accord with any
29 conditions placed on the parking lot by the Conditional Use Permit.

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

1 THUMC shall reimburse the City for its costs of demolition and its costs to construct the parking
2 lot and install the landscaping.

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

5		
6	THUMC:	CITY:
7	Regina Durham	City Manager
8	Chair of Board of Trustees	500 West Markham Street, Room 203
9	4000 West 13 th Street	Little Rock AR 72201
10	Little Rock AR 72201	

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

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

15
16 **IN WITNESS WHEREOF**, the parties have hereunto signed as of the date last written below.

17		
18	THERESSA HOOVER UNITED	CITY OF LITTLE ROCK
19	METHODIST CHURCH	
20		

21	By: _____	By: _____
22	Regina Durham, Chair	Bruce T. Moore, City Manager
23	Board of Trustees	

24	Date: _____	Date: _____
----	--------------------	--------------------

25		
26		APPROVED AS TO LEGAL FORM:
27		
28		_____
29		Thomas M. Carpenter, City Attorney

30 //
31 //
32 //
33 //
34 //
35 //
36 //

1 //

2 //

3

ACKNOWLEDGMENT

4

5 **STATE OF ARKANSAS**)

6)ss

7 **COUNTY OF PULASKI**)

8

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

13

14 Witness my hand and seal on this ____ day of _____, 2014.

15

16

17

Notary Public

18 My Commission Expires:

19

20 _____

21

22

23

24

25

26

27

28

29

30

31

32

33

34

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF PULASKI)

On this ____ day of _____, 2014, personally appeared **BRUCE T. MOORE**, who acknowledged that he had executed the foregoing **MEMORANDUM OF UNDERSTANDING**, as **CITY MANAGER FOR THE CITY OF LITTLE ROCK, ARKANSAS**, for the intents and purposes therein stated.

Witness my hand and seal on this ____ day of _____, 2014.

Notary Public

My Commission Expires:

//
//
//
//
//
//
//
//
//
//
//
//
//
//