

R-19-206

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE NORTH LITTLE ROCK SCHOOL DISTRICT FOR THE EXCHANGE OF REAL PROPERTY; AND FOR OTHER PURPOSES.**

WHEREAS, on November 27, 2017, the North Little Rock City Council passed Resolution No. 9314, authorizing the Mayor and City Clerk to execute a Memorandum of Understanding (“MOU”) with the North Little School District (“NLRSD”) for the exchange of real property; and

WHEREAS, pursuant to Resolution No. 9314, the City and NLRSD entered into an MOU on or about April 19, 2018, in which the parties agreed an exchange of certain property owned by the City located at 200 West Pershing Boulevard (the current location of the North Little Rock Police and Courts Building), a lot to the east of 200 West Pershing Boulevard (currently used as a parking lot), and 2525 Main Street (now used as offices for North Little Rock Police Administration) for property owned by NLRSD located at 2600 Poplar Street (which at the time of the original agreement was occupied and utilized by the Arkansas Army National Guard) and 2700 Poplar Street (currently used as the NLRSD Administration Building) (see executed Memorandum of Understanding attached hereto as Exhibit A); and

WHEREAS, NLRSD has transferred ownership of 2600 Poplar Street to the City pursuant to the MOU; the City has demolished the structures located on that property and anticipates commencing construction on the property for its new police and courts building within the immediate future; and

WHEREAS, the City and NLRSD desire to amend the Memorandum of Understanding in order to allow the City to acquire ownership of 2700 Poplar Street immediately and to provide property owned by the City to NLRSD for a period of three years for NLRSD to use as its Administration Building.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute and enter into an Amendment to Memorandum of Understanding (substantially similar to Exhibit B attached hereto) with the North Little Rock School District.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute all documents necessary to effectuate the completion of the terms and conditions of the Amendment to Memorandum of Understanding, with all documents to be reviewed and approved by the City Attorney prior to execution.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_  
Mayor Joe A. Smith

SPONSOR:

ATTEST:

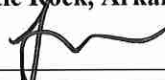
Joe A. Smith  
Mayor Joe A. Smith *by AF*

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED	<u>10:30</u>	A.M.	_____	P.M.
By	<u>Amy Fields, CA</u>			
DATE	<u>11-19-19</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u></u>			

# MEMORANDUM OF UNDERSTANDING

Between  
CITY OF NORTH LITTLE ROCK, ARKANSAS  
And  
NORTH LITTLE ROCK SCHOOL DISTRICT

This Memorandum of Understanding ("MOU"), made and entered into this 19 day of April 2018, by and between the City of North Little Rock, Arkansas ("NLR" or the "City"), a municipal corporation organized as a City of the First Class under the laws of the State of Arkansas, and the North Little Rock School District ("NLRSD" or the "School District"), a public school district organized and operating pursuant to Arkansas law.

## W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City owns certain property located at 200 West Pershing Boulevard (the current location of the North Little Rock Police and Courts Building), a lot to the east of 200 West Pershing Boulevard (currently used as a parking lot), and 2525 Main Street (now used as offices for North Little Rock Police Administration); and

WHEREAS, the NLRSD owns certain property located at 2600 Poplar Street (currently occupied and utilized by the Arkansas Army National Guard ["National Guard"]) and 2700 Poplar Street (currently used as the NLRSD Administration Building); and

WHEREAS, the City and NLRSD believe and agree that each owns real property that now (or in the near future) will better serve the public interest if deeded to the other entity, and both parties desire to exchange the respective herein-described properties with each other; and

WHEREAS, the City and NLRSD further believe that said respective properties each have value that is equal and equitable to the other.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. Exchange of Properties. The parties hereto own certain properties that have equal and equitable values and agree to an exchange of their respective properties described below.

2. Agreement of the City of North Little Rock, Arkansas. NLR, in consideration of the covenants and agreements of NLRSD set forth hereinbelow, agrees,



upon the performance by NLRSD of those covenants and agreements, to convey to NLRSD by quitclaim deed, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, certain properties shown on Exhibit A attached hereto, and identified as follows:

- (1) The current location of the North Little Rock Police and Courts Building located at 200 West Pershing Boulevard and designated by the Pulaski County Assessor as Parcel No. 33N2160004900 and identified as A-1 on Exhibit A
- (2) The current location of a parking lot on West Pershing Boulevard directly to the east of 200 West Pershing Boulevard and designated by the Pulaski County Assessor as Parcel No. 33N2160004800 and identified as A-2 on Exhibit A
- (3) The current location of the North Little Rock Police Administration Building located at 2525 Main Street and designated by the Pulaski County Assessor as Parcel No. 33N2160003900 and identified as A-3 on Exhibit A

3. **Agreement of the North Little Rock School District.** NLRSD, in consideration of the covenants and agreements of NLR set forth hereinbelow, agrees, upon the performance by NLR of those covenants and agreements, to convey to NLR by quitclaim deed, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, certain properties shown on Exhibit B attached hereto and identified as follows:

- (1) The current location of the Fisher Armory Building located at 2600 Poplar Street and identified as B-1 on Exhibit B
- (2) The current location of the NLRSD Administration Building located at 2700 Poplar Street and identified as B-2 on Exhibit B

The properties located at 2600 Poplar Street and 2700 Poplar Street are contained within a single parcel of property, together with other property owned by NLRSD, and designated by the Pulaski County Assessor as Parcel No. 33N209000500. NLRSD and NLR will cooperate in subdividing the parcel prior to the conveyance of the property identified in this paragraph from NLRSD to NLR.

4. **Contingencies and Approvals.** The exchange of properties as described herein is contingent upon the City reaching agreement with and purchasing from the National Guard the Fisher Armory building and any ancillary structures located at 2600 Poplar Street and the National Guard releasing the long-term lease it holds on said property from the NLRSD.

This agreement is further subject to the approval of the NLRSD Board of Directors and the NLR City Council.

5. **Title and Prorations.** It is mutually agreed that each party shall convey to the other party their respective property by quitclaim deed, free and clear of all liens and

encumbrances, except applicable zoning ordinances, other government restrictions or limitations affecting or restricting said properties. All taxes and other charges on or concerning the respective properties of the parties, if any, shall be prorated to the date of closing.

6. **Risk of Loss.** The respective parties assume the risk of loss or damage to the premises until delivery of the deeds.

7. **No Broker.** The parties represent to each other that no broker brought about this exchange, and that this exchange was negotiated by and made directly between them.

8. **Closing/transfer dates.**

(A) The NLRSD property located at 2600 Poplar Street (identified as B-1 on Exhibit B) will transfer/close to NLR within thirty (30) days of the City acquiring ownership of the structures on the property, and the City will take immediate possession, estimated to occur on or before May 1, 2018.

(B) The three NLR properties identified on Exhibit A will transfer/close to NLRSD within thirty (30) days of completion of construction and occupancy of a new police and courts building to be constructed on the property identified as B-1 and the City has given notice to the NLRSD that the properties have been vacated. NLRSD will take immediate possession of the property with an estimated close date on or before September 1, 2020.

(C) The NLRSD property at 2700 Poplar Street (identified B-2 on Exhibit B) will transfer/close to the City and be vacated by the NLRSD within 180 days after the transfer/close of the City properties (identified as A-1, A-2 and A-3 on Exhibit A) to the NLRSD.

9. **Notices.** All notices under this Agreement shall be deemed given when deposited in the United States Mail, postage prepaid, and marked registered or certified mail, return receipt requested, and addressed to the parties at the following addresses:

TO NLR: Mayor Joe A. Smith  
City of North Little Rock  
300 Main Street  
North Little Rock, AR 72114  
(501) 975-8601

TO NLRSD: Kelly Rodgers, Superintendent  
North Little Rock School District  
2700 Poplar Street  
North Little Rock, AR 72114  
(501) 771-8000

10. **Governing Law.** This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arkansas.

11. **Binding Effect.** This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.


12. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original, and such counterpart shall constitute but one and the same instrument.

13. **Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF NORTH LITTLE ROCK,  
ARKANSAS**

By

  
Joe A. Smith, Mayor

**NORTH LITTLE ROCK SCHOOL  
DISTRICT**

By

  
Kelly Rodgers, Superintendent

ATTEST:

  
Diane Whitbey, City Clerk





# City of North Little Rock Property

Date: 10/24/2017

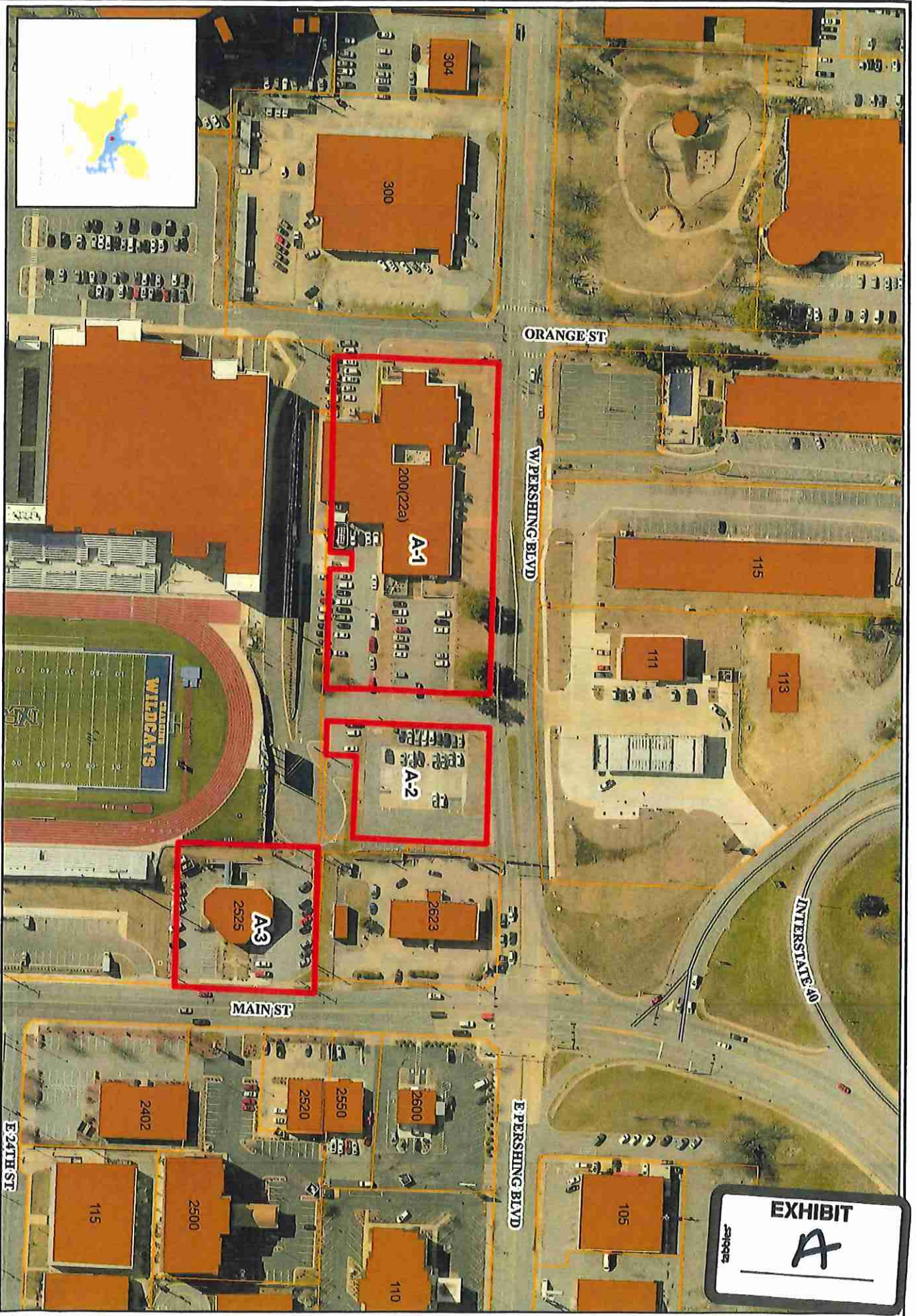


EXHIBIT  
**A**

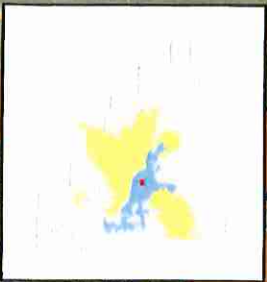


Res 9466



# North Little Rock School Dist

Date: 10/23/2017



**EXHIBIT**

**B**

tabber

**Amendment to  
MEMORANDUM OF UNDERSTANDING**

**Between  
CITY OF NORTH LITTLE ROCK, ARKANSAS  
And  
NORTH LITTLE ROCK SCHOOL DISTRICT**

This **Amendment to Memorandum of Understanding** (“MOU”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of North Little Rock, Arkansas (the “City”), a municipal corporation organized as a City of the First Class under the laws of the State of Arkansas, and the North Little Rock School District (“NLRSD”), a public school district organized and operating pursuant to Arkansas law.

**W-I-T-N-E-S-S-E-T-H:**

WHEREAS, the City and NLRSD entered into a Memorandum of Understanding (“MOU”) on or about April 19, 2018, in which the parties agreed an exchange of certain property owned by the City located at 200 West Pershing Boulevard (the current location of the North Little Rock Police and Courts Building), a lot to the east of 200 West Pershing Boulevard (currently used as a parking lot), and 2525 Main Street (now used as offices for North Little Rock Police Administration) for property owned by NLRSD located at 2600 Poplar Street (which at the time of the original agreement was occupied and utilized by the Arkansas Army National Guard) and 2700 Poplar Street (currently used as the NLRSD Administration Building); and

WHEREAS, the Paragraph 8 of MOU set out closing/transfer dates for each of the properties; and

WHEREAS, NLRSD has transferred ownership of 2600 Poplar Street to the City pursuant to the MOU; the City has demolished the structures located on that property and anticipates commencing construction on the property for its new police and courts building within the immediate future; and

WHEREAS, the City and NLRSD believe and agree that it better serves the public interest for the City to acquire ownership of 2700 Poplar Street immediately and to provide property owned by the City to NLRSD for a period of three years for NLRSD to use as its Administration Building; and

WHEREAS, for and in consideration of NLRSD’s immediate transfer of the property located at 2700 Poplar Street to the City, the City will provide facilities owned by the City located at 2500 Willow Street to NLRSD at no rental cost through December 31, 2022, and will assist NLRSD with relocation costs.



NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. **Amendment to Paragraph 8 of MOU.** Paragraph 8(C) of the MOU entered into by and between the City and NLRSD on or about April 19, 2018 is hereby amended as follows:

The NLRSD property at 2700 Poplar Street (identified B-2 on Exhibit B) will transfer/close to the City and be vacated by the NLRSD ~~within 180 days after the transfer/close of the City properties (identified as A-1, A-2 and A-3 on Exhibit A) to the NLRSD~~ on or before December \_\_, 2019.

2. **Agreement of the City of North Little Rock, Arkansas.** For and in consideration of NLRSD's early conveyance to the City of the property located at 2700 Poplar Street, the City of North Little Rock hereby agrees and covenants as follows:

(A) The City agrees to grant possession and control of property owned by the City located at 2500 Willow Street, together with all improvements, to NLRSD effective December \_\_, 2019, with NLRSD's right to possession and control of the property to terminate on December 31, 2022. During the period of time from December \_\_, 2019 until December 31, 2022, the City will not charge a rental fee to NLRSD for its possession and use of the property.

(B) The City will maintain risk protection for the building through the Arkansas Municipal League's Municipal Property Program, or comparable insurance, during the period of time NLRSD maintains possession and control of the property located at 2500 Willow Street.

(C) The City will provide and pay for professional movers for the relocation of the NLRSD's Administration Building from 2700 Poplar Street to 2500 Willow Street.

(D) Prior to the NLRSD's relocation to 2500 Willow Street, the City will upgrade the computer infrastructure at 2500 Willow Street to be compliant with CAT-5 specifications for up to 100 locations.

(E) During the period of time NLRSD maintains possession and control of the property at 2500 Willow Street, the City will be responsible for any necessary maintenance or repairs to the roof and to the air conditioning system, with NLRSD to be responsible for utilities and any other maintenance.

3. All other provisions of the original Memorandum of Understanding entered into by and between the City of North Little Rock, Arkansas, and the North Little Rock School District shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF NORTH LITTLE ROCK,  
ARKANSAS**

**NORTH LITTLE ROCK SCHOOL  
DISTRICT**

By \_\_\_\_\_  
Joe A. Smith, Mayor

By \_\_\_\_\_  
Bobby Acklin, Superintendent

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

