

1 **RESOLUTION NO. \_\_\_\_\_**

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3 **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER**  
4 **INTO AN AGREEMENT WITH THE LITTLE ROCK CONVENTION AND**  
5 **VISITORS BUREAU TO MANAGE AND OPERATE THE LITTLE ROCK**  
6 **RIVER MARKET AND FIRST SECURITY AMPHITHEATER FOR A**  
7 **TWEVLE (12)-MONTH TERM BEGINNING JANUARY 1, 2020; AND FOR**  
8 **OTHER PURPOSES.**  
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10 **WHEREAS**, the City owns the Little Rock River Market and the First Security Amphitheater, which  
11 is operated as a public venue and tourist attraction; and,

12 **WHEREAS**, the City and the Little Rock Convention and Visitors Bureau (“LRCVB”) have partnered  
13 together to manage public facilities in the past and the LRCVB manages similar public venues and tourist  
14 attractions and can bring a significant support structure to these City-owned facilities; and,

15 **WHEREAS**, due to the continued discussions between the City, LRCVB, area stakeholders and  
16 consultants to assist the City in determining the best utilization, operation and management of the  
17 Ottenheimer Market Hall in the River Market, a twelve (12)-month extension of the River Market  
18 memorandum of Understanding Management Agreement between the City and the Little Rock Advertising  
19 and Promotion Commission d/b/a Little Rock Convention and Visitors Bureau is requested; and,

20 **WHEREAS**, the City believes that a successful operating agreement can be reached that further  
21 enhances the public value of the Little Rock River Market and First Security Amphitheater.

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

24 **Section 1.** The City Manager is authorized to execute a twelve (12)-month agreement with LRCVB  
25 for the management and operation of the Little Rock River Market and the First Security Amphitheater.

26 **Section 2.** Any such agreement shall include the following terms and conditions:

- 27 (a) The City and LRCVB will initiate the agreement effective January 1, 2020; the agreement  
28 shall be for the management and operation of the Little Rock River Market, the Farmers’  
29 Market Pavilions and the First Security Amphitheater;
- 30 (b) For Fiscal Year 2020, the City will match LRCVB’s contribution of Four Hundred Eleven  
31 Thousand, One Hundred Eighty-Six Dollars (\$411,186.00) for the operation and  
32 maintenance of the River Market. In addition, any shortfalls for the previous fiscal year  
33 shall be shared equally between the City and LRCVB following an annual year-end review  
34 with the City Manager.

- 1 (c) Commencing January 1, 2020, as part of its annual contribution to River Market operations,  
2 the City shall reimburse LRCVB a monthly amount of Ten Thousand Dollars (\$10,000.00)  
3 for LRCVB's indirect costs of administration, accounting, human resource services and  
4 general property marketing and management expenses associated with the operation of the  
5 River Market.
- 6 (d) The City will cause all necessary and proper Capital Repairs and Improvements costing  
7 over Ten Thousand Dollars (\$10,000.00) to be made so that the business carried on in  
8 connection with the River Market may be properly and advantageously conducted at all  
9 times in a manner consistent with prudent management.
- 10 (e) The City and LRCVB will work together with a qualified Consultant or Urban Planner to  
11 further expand the agreement to transfer all financial responsibility of the facilities to  
12 LRCVB.
- 13 (f) The Farmers' Market shall have exclusive use of the Pavilions on days and times  
14 determined by LRCVB and agreed to by participants of the Farmers' Market. The Farmers'  
15 Market event shall not be relocated or displaced for another scheduled event unless  
16 LRCVB and City Manager have agreed to the arrangements in writing.
- 17 (g) The agreement shall honor arrangements the City has developed with long-term partners  
18 and users of the River Market or First Security Amphitheater, including, but not limited to:  
19 the exclusive rights of the Community Sunrise Service to use the Amphitheatre on the  
20 weekend of Easter (Saturday and Sunday) for which to the extent possible LRCVB shall  
21 waive rental fees associated with this event; the exclusive right of the Pops on the River to  
22 use the Amphitheatre on the Fourth of July for which LRCVB may charge an appropriate  
23 fee; and the right of Sculpture at the River Market event to use the River Market on dates  
24 agreed to by LRCVB, for which LRCVB may charge an appropriate fee.
- 25 (h) The agreement may be terminated by either party with ninety (90) days written notice.  
26 Financial payments or contributions outstanding will be satisfied as mutually agreed to by  
27 both parties or, at a minimum, pro-rata based on termination date.
- 28 (i) The agreement may be renewed by the Mayor or City Manager for an additional twelve  
29 (12) months.

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

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

3 **ADOPTED: May 19, 2020**

4 **ATTEST:**

**APPROVED:**

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6 \_\_\_\_\_  
7 **Susan Langley, City Clerk**

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

8 **APPROVED AS TO LEGAL FORM:**

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

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