

1 **WHEREAS**, on November 11, 2021 the School District requested that the City and the
2 Oakland Cemetery Board consider a one (1)-year extension of the Lease while the School
3 District assessed its facility needs during the first quarter of 2022; and

4 **WHEREAS**, on December 16, 2021 the parties entered into a Third Amendment to the
5 Lease to extend the Lease for one (1) additional term of one (1)-year and to provide for basic
6 annual rent for the year 2022 in the amount of Thirteen Thousand, Eight Hundred Dollars
7 (\$13,800.00), payable in advance at the office of Lessor Oakland Cemetery Board during the
8 month of February, 2022; and,

9 **WHEREAS**, on March 15, 2023 the parties entered into a Fourth Amendment to the
10 Lease to extend the Lease for one (1) additional term of one (1)-year and to provide for basic
11 annual rent for the year 2023 in the amount of Thirteen Thousand, Eight Hundred Dollars
12 (\$13,800.00), payable in advance at the office of Lessor Oakland Cemetery Board during the
13 month of March, 2023; and,

14 **WHEREAS**, on December 14, 2023 the parties entered into a Fifth Amendment to the
15 Lease to extend the Lease for one (1) additional term of one (1)-year and to provide for basic
16 annual rent for the year 2024 in the amount of Thirteen Thousand, Eight Hundred Dollars
17 (\$13,800.00), payable in advance at the office of Lessor Oakland Cemetery Board during the
18 month of February, 2024; and,

19 **WHEREAS**, on November 6, 2024 the Oakland Cemetery Board approved a Sixth
20 Amendment to Lease Agreement to extend the Lease for one (1) additional term of one (1)-year
21 and to provide for basic annual rent for the year 2025 in the amount of Thirteen Thousand, Eight
22 Hundred Dollars (\$13,800.00), payable in advance at the office of Lessor Oakland Cemetery
23 Board during the month of February, 2025; and,

24 **WHEREAS**, the parties desire to extend the Lease for one (1) additional term of one (1)-
25 year, effective January 1, 2025 and ending on December 31, 2025.

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

28 **Section 1.** The Board of Directors hereby authorizes the Mayor and City Clerk to execute a
29 Sixth Amendment to Lease Agreement between the City of Little Rock, Arkansas and the
30 Oakland & Fraternal Historic Cemetery Park Board as Lessors, and the Little Rock School
31 District, as Lessee, in order to extend the Lease for one (1) additional term of one (1)-year

1 effective January 1, 2025, and to provide for basic annual rent for the year 2025 in the amount of
2 Thirteen Thousand, Eight Hundred Dollars (\$13,800.00), payable in advance at the office of
3 Lessor Oakland Cemetery Board during the month of February, 2025. The Lease Agreement
4 shall end at midnight on December 31, 2025.

5 **Section 2. Severability.** In the event any title, section, paragraph, item, sentence, clause,
6 phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such
7 declaration or adjudication shall not affect the remaining portions of the resolution which shall
8 remain in full force and effect as if the portion so declared or adjudged invalid or
9 unconstitutional were not originally a part of the resolution.

10 **Section 3. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are
11 inconsistent with the provisions of this resolution, are hereby repealed to the extent of such
12 inconsistency.

13 **ADOPTED: December 3, 2024**

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15 **ATTEST:**

APPROVED:

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18 **Allison Segars, Acting City Clerk**

_____ **Frank Scott, Jr., Mayor**

19 **APPROVED AS TO LEGAL FORM:**

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

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