

1   **RESOLUTION NO. \_\_\_\_\_**

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3                   **A RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY**  
4                   **CLERK TO EXECUTE A SETTLEMENT AND RELEASE OF CLAIMS**  
5                   **AGREEEMNT BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS,**  
6                   **AND THE STRUGGLE IS REAL, LLC; AND FOR OTHER PURPOSES.**

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8           **WHEREAS**, on June 24, 2021, the City of Little Rock Planning Commission held a public hearing  
9 regarding the preliminary plat for Carter Lane Estates. At the conclusion of the hearing, the Planning  
10 Commission voted to approve the preliminary plat for Carter Lane Estates “subject to compliance with the  
11 conditions and comments outlined in Paragraphs D and E, and the Staff analysis, of the Agenda Staff  
12 Report.”; and,

13           **WHEREAS**, in September 2022, the Developer submitted proposed Construction Plans for Carter  
14 Lane Estates; and,

15           **WHEREAS**, on January 27, 2023, Roy Andrews of Holloway Engineering, on behalf of Developer,  
16 submitted Revised Storm Drainage Calculations for Carter Lane Estates; and,

17           **WHEREAS**, on February 2, 2023, the Planning & Development Department approved the  
18 Construction Plans “as corrected” and approved Revised Storm Drainage Calculations; and,

19           **WHEREAS**, both the Construction Plans and the Revised Storm Drainage Calculations bear a stamp  
20 from the Planning & Development Department which states: "Submittal was reviewed for design conformity  
21 to American Association of State Highway and Transportation Officials (AASHTO), a Policy on Geometric  
22 Design on Highways and Streets (2018), City of Little Rock’s Stormwater Management and Drainage  
23 Manual (2016), Standard Details for Street and Drainage Facilities Improvements (2015), Master Street  
24 Plan (2018), City Revised Code Chapters 13, 29, 30, and 31, the Manual on Uniform Traffic Control Devices  
25 (MUTCD) (2009), American with Disability Act (ADA) Standards for Accessible Design (2010), Arkansas  
26 Fire Prevention Code (2012) and Public Right-of-Way Accessibility Guidelines (PROWAG) (2011); and,

27           **WHEREAS**, on August 7, 2023, the City issued a Stop Work Order, which alleged that Carter Lane  
28 Estates was in violation of the following: 1) City of Little Rock, Ark. § 29-45: Discharge of non-stormwater  
29 to the City’s Municipal Separate Storm Sewer System; 2) City of Little Rock, Ark. §30-40: General  
30 Specifications; and 3) City of Little Rock, Ark. §30-34(d): General Authority; and,

31           **WHEREAS**, the Developer alleges that the Stop Work Order is a violation of the Developer’s Due  
32 Process of Law under the Fourth Amendment, Section 1, of the United States Constitution and that  
33 Developer is entitled to relief against the City of Little Rock, Arkansas, Mayor Frank Scott, Jr., the Planning  
34 & Development Department and Jamie Collins, former Planning & Development Department Director  
35 under 42 U.S.C. § 1983; and,

1           **WHEREAS**, the Developer alleges that the Stop Work Order is a violation of the Developer's Due  
2 Process of Law under the Article 2, Section 21, of the Arkansas Constitution and that Developer is entitled  
3 to relief against the City of Little Rock, Arkansas, Mayor Frank Scott, Jr., the Planning & Development  
4 Department, and Jamie Collins, former Planning & Development Department Director under the Arkansas Civil  
5 Rights Act of 1993, Ark. Code Ann. § 16-123-101, et seq; and,

6           **WHEREAS**, after careful consideration of various arguments and issues, it has been determined that  
7 it is in the best interest of all the parties to fully and finally compromise and settle the controversies between  
8 them in connection with the Claims; and,

9           **WHEREAS**, upon execution of the Settlement and Release of Claims Agreement (Settlement  
10 Agreement), the City of Little Rock will pay the Developer the amount of Two Hundred Fifty Thousand  
11 Dollars (\$250,000.00), subject to the conditions stated in the Settlement Agreement.

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

14           **Section 1.** The City Manager and City Clerk are authorized to execute any settlement and release of  
15 claims agreements, in a form acceptable to the City Attorney,

16           **Section 2.** The City of Little Rock shall agree to pay the amount of Two Hundred Fifty Thousand  
17 Dollars (\$250,000.00), pursuant to the terms of the Settlement Agreement.

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

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

25 **ADOPTED: July 30, 2024**

26 **ATTEST:**

**APPROVED:**

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28 \_\_\_\_\_  
29 **Susan Langley, City Clerk**

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

30 **APPROVED AS TO LEGAL FORM:**

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

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