RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH ARKANSAS BOATHOUSE CLUB, IN THE AMOUNT OF TWELVE THOUSAND DOLLARS ($12,000.00), FOR CERTAIN CITY - OWNED REAL PROPERTY WITHIN RIVER MOUNTAIN PARK; TO PERMIT CONSTRUCTION AT A ROWING DOCK OWNED, OPERATED, AND MAINTAINED BY THE TENANT; TO SET AN INITIAL TERM OF TEN (10) YEARS, WITH THE OPTION FOR 10 ADDITIONAL, 1-YEAR EXTENSIONS, WITH RENT INCREASES IF ACCESS TO ELECTRICITY AND DRINKING WATER IS PROVIDED TO THE PREMISES BY THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, the City's Parks department wishes to lease City Park property to the Arkansas Boat Club to improve park amenities, expand recreational opportunities, and reduce operational costs for the City; and,

WHEREAS, on August 25, 2025, the City issued a Request for Supplier Qualifications for River Mountain Park Boathouse and Dock Operations and advertised the opportunity as required and the Parks Selection Committee met and reviewed the responsive River Mountain Park Boathouse and Dock Operations proposal; and the Arkansas Boathouse Club (ABC), a 501(c)(3) nonprofit, as best meeting the City's interests was selected to enter into lease agreement to operate the River Mountain Park Boathouse and Dock; and

WHEREAS, Ark. Code Ann. § 14-54-302 dates a resolution by the governing body for the lease of City property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS;

Section 1. The Mayor and City Clerk is authorized to execute into a lease agreement with Arkansas Boathouse Club, in the amount of Twelve Thousand Dollars ($12,000.00), for certain City-owned real property within River Mountain Park upon which a rowing shed and dock constructed and owned by Tenant are located to operate and maintain the River Mountain Park Boathouse, for an initial term of ten (10) years, with the option for 10 additional, 1-year extensions in a form substantially the same as Exhibits A and B to this Resolution.

Section 2. Monthly rental fees in the amount of $100.00 will be deposited into Parks and Recreation Administration Rental Revenue Account No. 104501-43550.

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

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

ADOPTED: November 6, 2026

ATTEST: **APPROVED:**

_____ _____

Allison Segars, City Clerk **Frank Scott, Jr., Mayor**

APPROVED AS TO LEGAL FORM:

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Thomas M. Carpenter, City Attorney

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EXHIBIT A

APPENDIX D **SITE MAP**



Boat House and Dock - River Mountain Park – Little Rock, AR

LR Parks and Recreation – 500 West Markham St, Rm 108 – Little Rock, AR 72204

Dated 6.4.2025

Sheet

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EXHIBIT B

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease") is made and entered into as of the ___ day of _____, 2026 (the "Effective Date"), by and between The City of Little Rock, Arkansas, ("Landlord"), and Arkansas Boathouse Club, an Arkansas Non-Profit Corporation ("Tenant").

W I T N E S S E T H :

1. GRANT: Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions hereafter set forth, certain real property located at River Mountain Park in Little Rock, Arkansas upon which a rowing shed and dock constructed and owned by Tenant are located ("Original Boathouse Property") and the other portions of the property depicted on the attached Exhibit A together with a non-exclusive easement for ingress egress parking and pedestrian vehicular traffic and bathrooms over the adjacent property owned by Landlord (hereinafter collectively referred to as the "Property" or the "Premises") attached hereto as Exhibit A. The original Boathouse facility and other improvements which may be constructed by Tenant are sometimes referred to as "Improvements".

2. TERM AND RENT: This Lease shall be for an initial term of ten (10) years commencing upon the effective date. Tenants have the right upon approval of the City Manager to extend the term of the Lease for an ten (10) additional periods of one year each on the same terms and conditions as herein provided. The Lease shall be extended by approval of the City Manager unless Tenant provides Landlord with notice of its election not to extend the term at least 30 days prior to the initial or the then-current extended term.

Tenant shall pay one hundred dollars ($100.00) per calendar month on or before the 5th day of each such month. Tenant shall have the right to pre-pay the rent annually. The rent shall be increased by $50 per month when the Landlord furnishes drinking water to the Premises and the rent shall be increased by $50 per month when the Landlord furnishes electricity to the Premises.

3. TAXES: If applicable, the Tenant will pay in the first instance all personal property taxes including any other real property or other taxes which may be levied or assessed by any lawful authority against the Property.

4. PUBLIC LIABILITY INSURANCE: The Tenant shall procure and maintain comprehensive general liability insurance with policy limits of not less than $1,000,000.00, personal injury liability, and $100,000.00 property damage liability, naming Landlord as an additional insured. The policy shall provide that the coverage may not be terminated without thirty (30) days prior written notice to the Landlord; and Tenant shall furnish Landlord with a certificate of such insurance.

5. CASUALTY INSURANCE: Tenant understands that the Improvements belong to Tenant and that Tenant is responsible for insuring the Improvements. Landlord shall not be liable for any stoppage of service, any interference with Tenant's business, or any damage to Tenant's property.

6. TENANT'S LIABILITY: Tenant agrees to give Landlord immediate written notice and shall defend, indemnify and hold Landlord harmless against any and all claims, demands, damages, costs and expenses arising from the negligent operation of Tenant's business on the Premises or from any breach on the part of Tenant of any conditions of this Lease, or from any negligence of Tenant, its agents, contractors, employees, subtenants, or licensees on the Premises.

7. ALTERATIONS: Tenant shall not make any material structural alterations on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall provide Landlord with an as-built copy of the plans for any such alterations. Any changes shall be made in a workmanlike manner so as not to weaken the buildings or lessen their value. The Tenant will pay all the bills incurred for labor and materials for work done, and will cause to be removed from the record within six months after filing all notices and affidavits for liens filed within respect to the leased Premises or any part thereof. All alterations or construction of the premises must conform to the American Disabilities Act.

8. MAINTENANCE AND REPAIRS: Tenant, at its expense, will maintain the Improvements and be responsible for all maintenance, repairs, replacements, and restorations, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, and plumbing systems, the roof, walls foundations and plate glass. Tenant shall always keep the Improvements in good and clean condition, and, at the reasonable request of Landlord, remedy

any conditions that Landlord reasonably determines are materially detrimental to the Improvement, and any conditions which create violations of the applicable health, safety, building or other regulatory laws, rules or regulations.

Landlord shall give written notice to Tenant of such conditions, and Tenant shall have thirty (30) days within which to remedy them. If Tenant fails to make such repairs, restoration, or replacements, Landlord may make them at the expense of Tenant, and the expense will be payable by Tenant within thirty (30) days after delivery of a statement for the expense.

9. DAMAGE TO PREMISES: Should casualty occur to the Improvements during the term of the Lease the Tenant agrees, to the extent of the casualty insurance, to restore the Improvements to substantially the same condition as prior to the damage. Excess insurance proceeds (if any) shall belong to the Tenant. There shall be no abatement of rent during restoration of the Improvements.

10. CONDEMNATION: If part of the Premises shall be taken or condemned by a competent authority for a public or quasi-public use or purpose and if the part so taken includes the building or any part thereof, the Landlord, with reasonable promptness shall make the necessary repairs to and alterations on the Premises necessitated by the condemnation. If it is not necessary to use any or all such proceeds to restore the Premises, Tenant shall be entitled to the balance of such proceeds.

11. DEFAULT: If Tenant shall breach this Lease by failing to make any payment by the due date, or if Tenant shall breach any provision of this Lease other than for the payment of money and fail to remedy (or commence to remedy and diligently pursue such remedy) within thirty (30) days after written notice of said breach, then Landlord has the right to re-enter the Premises and exercise any remedies set forth in this Lease or available at law or in equity. Should Landlord at any time, and after all notices and opportunities to cure have expired, terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Tenant all actual compensatory damages it may incur by reason of such breach, including the cost of recovering the Property (which shall include, but not be limited to, all court costs, attorneys' fees and costs).

12. TERMINATION: Upon the expiration or other termination of this Lease, the Tenant shall surrender to the Landlord the Property in clean condition, ordinary wear and tear and Acts of God or other casualties excepted. Tenant shall be entitled to remove its inventory, equipment, Improvements and all signage identifying the business operated by Tenant within forty-five days from the expiration or termination of this Lease, however, Tenant shall repair any damage resulting from such removal. All such property not removed within forty-five days from the expiration or termination of this Lease shall be deemed abandoned and belong to Landlord.

13. USE OF PROPERTY: The Property shall be used in a manner not in violation of any laws, Federal, State, or local or of any rule or regulation of any governmental body having jurisdiction over the Property and its use by Tenant including compliance with the American Disabilities Act.

14. RIGHT OF ENTRY: Landlord and Landlord's agents may enter the Premises at any reasonable time, with reasonable notice to examine the condition thereof for the purpose of determining whether there is a need to make repairs thereto. If the repairs are determined to be necessary, the Landlord shall notify the Tenant, in writing of the need for such repairs. The Tenant shall then have ten (10) days to complete the repairs. During the last ninety (90) days of the original term of the Lease or any renewal term, if any, Landlord may show the Premises to prospective tenants and may place a "For Sale" or "For Rent" notice on the front of the Premises in a manner which will not interfere with the business of the Tenant.

15. COVENANT OF FITNESS AND TITLE: The Landlord covenants that it has lawful title to the Property and the right to make this Lease. Tenant acknowledges that, prior to the commencement of this Lease it will inspect the Property and upon occupancy accept the Property in "as is" condition and expressly denies reliance on any representations of Landlord regarding condition or fitness for use.

16. QUIET ENJOYMENT: If Tenant shall perform all of the covenants and agreements herein stipulated to be performed by Tenant, then Tenant shall at all times during the term of this Lease or any renewal thereof have the peaceable and quiet enjoyment and possession of the Property without any manner of hindrance from Landlord or any person lawfully claiming by,

though, or under Landlord.

17. SUBLETTING AND ASSIGNMENT: Tenant shall have the right to assign or sublet any portion of the Property with the prior written consent of Landlord.

18. HOLDING OVER: Any holding over after the expiration of the term of this Lease, or any renewal thereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month.

19. NONWAIVER: Failure of the Landlord to exercise its rights under the terms of this Lease on any one occasion shall not be construed as a waiver of any requirement of this Lease or a waiver of Landlord's right to take advantage of any subsequent or continued breach by Tenant of any covenant, term, or condition contained in the Lease. All remedies herein provided shall be in addition to and not in substitution for any remedies otherwise available to Landlord.

20. CAREFREE LEASE: It is the intention of the parties that all expenses of every kind with respect to the Premises shall be paid by Tenant and all responsibilities for care of the Premises shall be the responsibility of Tenant during the term of this Lease, or any renewal thereof.

21. RECORDATION: It is the intention of the parties that this Lease shall not be recorded. The parties, at the request of either shall forthwith execute a "Memorandum of Lease" containing dates of commencement and expiration of the term of the Lease and otherwise in a form that can be recorded.

22. NOTICES: Any notice or document required or permitted to be delivered hereunder, may be delivered in person, email or shall be deemed to be delivered, three days after being deposited in the United States Mail, postage prepaid, or registered or certified mail, return receipt requested, to the address of the party to whom the notice is intended to be given as shown below. Notice shall also be deemed to have been delivered on the next delivery day when deposited, prepaid, with any overnight express mail service, to the party to whom the notice is intended to be given at the address shown below.

For the Landlord: Address: Leland Couch, Director
Little Rock Parks & Recreation

500 West Markham Street, Room # 108
Little Rock, AR 72201
Email: lcouch@littlerock.gov

For the Tenant: Address: Julia Watkins,
24 Ridge Circle
Little Rock, AR 72227
Email: watkinsjuliam@gmail.com

Either party may change the address at which it is to receive notice by like written notice to the other.

23. LEGAL CONSTRUCTION: This Lease shall be construed under the laws of the State of Arkansas. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Lease, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. SUCCESSORS AND ASSIGNS: The conditions, covenants, and agreements in the foregoing Lease to be kept and performed by the parties hereto shall bind and inure to the benefit of the parties hereto, their heirs, successors, trustees and assigns.

25. AMENDMENT: No amendment, modification, or alteration of this Lease shall be effective unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties.

26. ENTIRE AGREEMENT: This Lease constitutes the sole, entire and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

27. ELECTRONIC SIGNATURES: This Lease and the documents referenced herein and all related amendments, extensions, and modifications may be signed electronically with digital signatures or initials, or signed and scanned, and the parties waive any right to dispute the authenticity of the signature or the admissibility of the document where the challenge is based on the absence of a physical signature or original document.

28. NON-DISCRIMINATION: Tenant acknowledges and agrees this Agreement is made and entered into subject to the express covenant and agreement of Tenant that performance of any term, condition, provision, duty or obligation set forth herein, by Tenant or any employee or other person acting through or under the direction or control of Tenant, shall fully comply with all federal, state and local laws, regulations and ordinances prohibiting discrimination on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, including without limitation Ordinance No. 21,031 of the City of Little Rock, Arkansas, dated April 21, 2015.

29. AMERICANS WITH DISABILITIES ACT: Tenant agrees to comply with the requirements of the Americans with Disabilities Act.

30. INDEMNITY: Nothing in this in this Lease shall be construed to waive the sovereign immunity of the City of Little Rock or any entities thereof.

(A) To the extent not covered by insurance, Tenant agrees to indemnify and save harmless the City, its officers, agents and employees from: Any claims, damages, costs, charges, expenses or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies arising out of any act, action, neglect or omission by Tenant, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that Tenant will not be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

(B) If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of Tenant, its employees, agents or servants during the performance of the Agreement, whether directly or indirectly, tenant agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

(C) Tenant further agrees to include in any contract with a subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of this

Agreement a clause by which such subcontractor, person, or firm agrees to indemnify the City, its officers, agents and employees from claims or losses resulting from the actions of such subcontractor, person or firm.

(D) Tenant agrees not to pledge the credit of the City, or to purchase, rent, lease or contract for equipment or appliances in the name of the City. Tenant shall hold harmless City for all taxes (federal, state, local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; or any similar type of payment for Tenant or any employee thereof.

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Lease to be signed on the day and year first above written.

LANDLORD:
CITY OF LITTLE ROCK, ARKANSAS

By: _____
Delphone Hubbard, City Manager

Date: _____

TENANT:
ARKANSAS BOATHOUSE CLUB, AN ARKANSAS NONPROFIT CORPORATION

By: _____
Its Duly Authorized Officer

Date: _____

ATTEST:

By: _____
Allison Segars, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Shawn Oveton, Senior Deputy City Attorney

APPENDIX D **SITE MAP**



Boat House and Dock - River Mountain Park – Little Rock, AR

LR Parks and Recreation – 500 West Markham St, Rm 108 – Little Rock, AR 72204

Dated 6.4.2025

Sheet

C-1

EXHIBIT

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