

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION; AND FOR OTHER PURPOSES.

WHEREAS, the Arkansas Department of Transportation (“the Department”) has completed safety, reconstruction, mobility, and modernization improvements to Interstate 30 (“30 Crossing”) in the downtown areas of Little Rock and North Little Rock; and,

WHEREAS, the City of Little Rock (“the City”) has identified opportunities for redevelopment of green spaces on Arkansas State Highway Commission (“the Commission”) owned property created by the completion of 30 Crossing, that are considered important to the public safety, health, and welfare of the City; and,

WHEREAS, the City has requested to partner with the Department to use portions of the lands as the project area for a purposes that do not interfere with the public use of the property for highway uses; and,

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

Section 1. The City Manager is hereby authorized to negotiate and execute a contract with the Arkansas Department of Transportation in a form similar to that attached as Exhibit A.

Section 2. *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 was not originally a part of the resolution.

Section 3. *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ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.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: February 3, 2026

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ATTEST:

APPROVED:

Allison Segars, City Clerk

Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

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EXHIBIT A
AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF LITTLE ROCK
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U.S. Department of Transportation Federal Highway Administration
RELATIVE TO:

The **use of property in the vicinity of Interstate 30** (hereinafter called the “Project”) in the City of Little Rock.

WHEREAS, the Arkansas Department of Transportation (hereinafter called the “Department”) has completed safety, reconstruction, mobility, and modernization improvements to Interstate 30 (hereinafter called “30 Crossing”) in the downtown areas of Little Rock and North Little Rock; and,

WHEREAS, the City of Little Rock (hereinafter called the "City") has identified opportunities for redevelopment of green spaces on Arkansas State Highway Commission (hereinafter called the “Commission”) owned property created by the completion of 30 Crossing, shown on the map in Exhibit A, that are considered important to the public safety, health, and welfare of the City; and

WHEREAS, the City has requested to partner with the Department to use portions of the lands shown in Exhibit A as the project area for a purpose that does not interfere with the public use of the property for highway uses; and

WHEREAS, the City will be responsible for all phases of the Project; and

WHEREAS, the City proposes to assume maintenance of the Project once construction commences; and

WHEREAS, all costs associated with the Project will be borne by the City; and

WHEREAS, the City has passed Resolution No. _____ agreeing to the partnership and authorizing the Mayor or their designated representative to enter into agreements with the Department for the Project; and

WHEREAS, the design and construction of the Project is subject to the approval of one or more Airspace Permits (hereinafter collectively called the “Permit”) by the Department, based upon the authority granted the Commission in Ark. Code Ann. § 27-67-304(b) (Repl. 1994), and the Department pursuant to Commission Minute Order No. 2012-008; and,

WHEREAS, the design and construction of the Project is subject to the approval of the Permit by the Federal Highway Administration (hereinafter called “FHWA”); and,

WHEREAS, the terms and conditions of this Agreement shall apply to all Permits granted to the City and to the initial construction of the Project and to all future modifications, repairs, maintenances, and operations of the Project; and,

WHEREAS, this Agreement does not convey or create any interest on the part of the City in the property owned by the Commission and the Commission will retain all right, title, interest, supervision, and jurisdiction in and over the lands owned by the Commission; and,

WHEREAS, upon written notice from the Department of a public need, the City shall have one hundred twenty (120) days to remove any structure or improvement located within the project area unless the removal of the structure or improvement is necessary to respond to an emergency as determined by the Department. In cases where the structure is required to be removed temporarily to accommodate a maintenance or similar operation, the Department and the City will coordinate in good faith to allow for the structure’s return and reinstallation upon completion of Department activities, provided such reinstatement does not interfere with ongoing or future Department use; and,

WHEREAS, the Department may amend the map shown in Exhibit A to reflect property to be excluded from the project area with thirty (30) days written notice to the City, unless the area is already developed as part of the Project and covered by an approved Permit; and,

WHEREAS, this Agreement is intended to be perpetual, subject to the terms and conditions contained herein. However, either party shall have the right to terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party; and,

WHEREAS, this Agreement shall not interfere with the ability of the Department to, at its sole discretion, take immediate possession of project area in case of any national or other emergency (including temporary emergencies such as weather emergencies, traffic accidents, hazardous material spills, and other such events that may be hazardous or to obstruct traffic), and

for the protection of and maintenance of the highway facility, in which event the terms of this Agreement shall be suspended; and,

WHEREAS, nothing in this agreement shall be construed to obligate the Department to allow permanent reinstatement of any structure if it conflicts with the Department's operational needs or future plans for the property; and,

WHEREAS, this Agreement shall terminate immediately and without notice in the event that the City's use of the project area is changed without the prior written consent of the Department; and,

WHEREAS, the project area shall retain its character as a public right of way and the City may not charge any person a fee of any kind whatsoever to enter or use the Commission's property, nor permit or sublease the use of the Commission's property to any individual, entity, association, or organization whatsoever; and,

WHEREAS, Arkansas State Highway Commission Minute Order _____ authorizes the Director to enter into any necessary agreements with the City for the Project.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for all costs associated with the Project.
2. Be responsible for submitting the Permit to the Department and receiving approval by the Department or FHWA prior to the commencement of any design and construction work.
3. Be responsible for submitting the Permit to the Department and receiving approval by the Department or FHWA for all future modifications, repairs, maintenance, and operations of the Project as determined necessary by the Department.
4. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA) and all other applicable state and federal regulations.
5. Be responsible for design and associated documentation and any necessary utility relocation for the Project or any Permit associated with the Project.
6. Be responsible for submitting any change, alteration, or modification of the Project plans to the Department for approval.
7. Advertise, award, and perform construction inspection for the Project.
8. Be responsible for maintenance of the Project once construction commences.

9. Be responsible for keeping and maintaining the site in an orderly clean, safe, and sanitary condition.
10. Be responsible for any taxes, fees, and assessments that may be legally assessed on the project area as a result of the Project.
11. Upon written notice from the Department of a public need, remove any structure or improvement located on the project area within one hundred twenty (120) days.
12. Provide written notice at least ninety (90) days prior to the termination of this Agreement.
13. Be responsible for requesting changes to the use of the project area and obtaining approval prior to changing the use of the project area and ensuring that any change shall “not interfere with the public use of the property for highway purposes” pursuant to Ark. Code Ann. § 27-67-304(b).
14. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code Ann. § 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for coordinating the submission and approval of the Permit between the City and the FHWA.
2. Provide written notice at least one hundred twenty (120) days prior for the permanent removal of any structures or improvements located within the project area upon the identification of a public need.
3. Coordinate in good faith the temporary removal and reinstallation of any structures or improvements to accommodate Departmental maintenance or similar operations provided such reinstatement does not interfere with ongoing or future Departmental use.
4. Provide written notice to the City at least thirty (30) days prior to amending the map shown in Exhibit A to reflect property to be excluded from the project area.
5. Provide written notice at least ninety (90) days prior to the termination of this Agreement.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this ____ day of _____, 20____.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

CITY OF LITTLE ROCK

Jared D. Wiley, P.E.

Director

Delphone Hubbard

City Manager

Tom Carpenter

City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.