

1 **RESOLUTION NO.**

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3 **A RESOLUTION TO AMEND LITTLE ROCK, ARK., RESOLUTION NO.**
4 **13,118 (APRIL 20, 2010) TO RATIFY, MODIFY AND EXTEND THE**
5 **LEASE TERM BETWEEN THE CITY AND THE QUAPAW QUARTER**
6 **ASSOCIATION TO OPERATE CURRAN HALL AS A TOURIST**
7 **INFORMATION CENTER; AND FOR OTHER PURPOSES.**

8
9 **WHEREAS**, the City of Little Rock, Arkansas (“the City”), undertook the preservation of historic
10 Curran Hall, and after substantial work and agreements elected to operate it as a Tourist Information
11 Center for the City; and,

12 **WHEREAS**, pursuant to Little Rock, Ark., Resolution No. 12,419 (January 16, 2007), the City Board
13 of Directors authorized an Agreement between the City and the Quapaw Quarter Association for the
14 operation of a Tourist Information Center, and Resolution No. 13,118 (April 20, 2010) modified and
15 extended the lease terms for an additional three (3) years; and,

16 **WHEREAS**, the three (3)-year term of that agreement has now expired but the City has continued to
17 operate pursuant to the terms of that agreement, and to formally ratify the actions taken by both parties
18 pursuant to that agreement; and,

19 **WHEREAS**, with minor changes the City wishes to enter into another agreement with the Quapaw
20 Quarter Association for operation of Curran Hall;

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

23 **Section 1.** Section 1(e) of Little Rock, Ark., Resolution No. 13,118 (April 20, 2010), is hereby
24 amended to read as follows:

- 25 (e) The term of this Agreement may be extended in two (2), one (1)-year increments,
26 provided no extension will occur if any party provides forty-five (45) days written
27 notice to the other parties that the agreement will terminate on December 31st of the
28 current operating year, provided that this Agreement shall not extend past December
29 31, 2019.

30 **Section 2.** The initial term of this agreement, attached as Exhibit A to this resolution, shall be from
31 January 1, 2017, to December 31, 2017.

32 **Section 3.** The Mayor, City Manager, and City Clerk, are authorized to take any steps necessary to
33 execute an agreement for the operation of Curran Hall as a Tourist Information Center, provided the form

1 of such an agreement shall be approved by the City Attorney, and shall be in substantially the same
2 language as that attached as Exhibit A to this resolution.

3 **Section 4. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
4 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
5 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
6 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
7 resolution.

8 **Section 5. Repealer.** All laws, ordinances, resolutions, or parts of the same that are inconsistent with
9 the provisions of this resolution are hereby repealed to the extent of such inconsistency.

10 **ADOPTED: April 4, 2017**

11 **ATTEST:**

APPROVED:

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13 _____
14 **Susan Langley, City Clerk**

Mark Stodola, Mayor

15 **APPROVED AS TO LEGAL FORM:**

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

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