

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH LAKEWOOD RECREATIONAL IMPROVEMENT DISTRICT #4; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the authority granted by Ark. Code Ann. § 25-20-104(h), political subdivisions of the State of Arkansas are authorized to informally cooperate to achieve their mutual objectives; and

WHEREAS, Lakewood Dam #2 serves both the Lakewood community and the City of North Little Rock, Arkansas (the "City") as an important drainage structure; and as political subdivisions of the State of Arkansas, both Lakewood Recreational Improvement District #4 ("Lakewood") and the City desire to enter into a Memorandum of Agreement regarding the sharing of expenditures for work needed on Lakewood Dam #2; and

WHEREAS, significant work is required to be performed on Lakewood Dam #2 in order for it to continue managing drainage as needed by the community, and the City and Lakewood agree that Lakewood will cause the necessary work to be performed in compliance with the law; and

WHEREAS, it is in the best interests of the City and its residents that the City enter into an agreement with Lakewood for repairs to Lakewood Dam #2 and contribute a portion for the costs thereof. .

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Memorandum of Agreement between the City of North Little Rock and Lakewood Recreational Improvement District #4 (said agreement being substantially similar to Exhibit "A" attached hereto and incorporated herein by reference) regarding work to be performed on Lakewood Dam #2.

SECTION 2: That funds for the City's contribution toward repairs to Lakewood Dam #2 have been included in the 2017 Budget as a line item under Special Appropriations.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Mayor Joe A. Smith

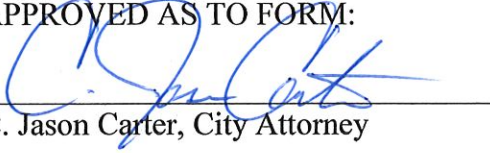


ATTEST:

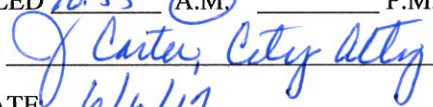
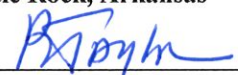
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter, City Attorney



PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	10:55	(A.M.)	_____	P.M.
By				
DATE	6/6/17			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY				

MEMORANDUM OF AGREEMENT
Between the
CITY OF NORTH LITTLE ROCK, ARKANSAS
And
LAKEWOOD RECREATIONAL IMPROVEMENT DISTRICT #4

This agreement is made and entered into by and between the City of North Little Rock, Arkansas ("City"), a political subdivision of the State of Arkansas, and Lakewood Recreational Improvement District #4 ("Lakewood"), a political subdivision of the State of Arkansas, regarding the sharing of expenditures for work on Lakewood Dam #2.

WITNESSETH:

WHEREAS, political subdivisions of the State of Arkansas are authorized to informally cooperate to achieve their mutual objectives through the authority of A.C.A. § 25-20-104(h); and

WHEREAS, Lakewood Dam #2 serves both the Lakewood and the City as an important drainage structure; and

WHEREAS, significant work is required to be performed on Lakewood Dam #2 in the approximate amount of \$400,000 in order for it to continue managing drainage as needed by the community; and

WHEREAS, the City and Lakewood agree that Lakewood will cause the necessary work to be performed in compliance with the law; and

WHEREAS, the City will contribute \$108,000 to the cost of the work to be performed and North Little Rock Wastewater will relocate facilities as required to facilitate the work at no charge, which would otherwise cost approximately \$30,000; and

WHEREAS, the North Little Rock City Council has previously appropriated funds for this agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT:

1. That the Lakewood Recreational Improvement District #4 agrees to perform work to Lakewood Dam #2 with reasonable diligence and in accordance with the law so that Lakewood Dam #2 will continue to serve as an important community drainage structure.

2. That in order to facilitate work to Lakewood Dam #2, the City will contribute \$108,000 in one lump sum payment during the City's 2017 fiscal year and ensure that the necessary relocation of wastewater facilities is performed at no cost. Further, the City will provide such advice and expertise on contracting and procurement as may be requested by the Lakewood Improvement District #4 for legal compliance.

3. The City releases Lakewood from all liability based upon sewer line work performed by North Little Rock Wastewater in conjunction with the work to be performed on Lakewood Dam #2.

4. This memorandum of agreement does not guarantee cost participation by either party on any future project of mutual benefit.

5. This instrument constitutes the entire agreement between the parties, and there are no agreements, understanding, warranties or representations except as set forth herein.

6. This agreement will be effective when executed by the parties below.

7. This document may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

CITY OF NORTH LITTLE ROCK, AR

LAKWOOD RECREATIONAL
IMPROVEMENT DISTRICT #4

By _____
Joe A. Smith, Mayor

By Jean Hyde
Michael D. Bonds
Mark E. Rumble

Date: _____

Date: _____

ATTEST:

ATTEST:

Diane Whitbey, City Clerk

Kenn Sullivan