

R-09-98

RESOLUTION NO. _____

AN RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH GAIN, INC. FOR PROPERTY LOCATED AT 504 WEST 51ST STREET, NORTH LITTLE ROCK; AND FOR OTHER PURPOSES.

WHEREAS, the city of North Little Rock owns real property located at 504 West 51st Street in North Little Rock; and

WHEREAS, GAIN, Inc. is a non-profit organization that provides interim housing and rehabilitative services to individuals with mental illness and desires to utilize the herein described property to meet these specific needs of individuals (see Exhibit "A" attached hereto); and

WHEREAS, the City Council finds that it is in the best interests of the City to enter into a lease agreement with GAIN, Inc. for the property located at 504 West 51st Street, North Little Rock.

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 Lease Agreement with GAIN, Inc. for property located at 504 West 51st Street in North Little Rock, Arkansas, said agreement to be substantially similar in form and content as Exhibit "B" attached hereto.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Patrick H. Hays

SPONSOR:

ATTEST:

Mayor Patrick H. Hays

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

EXHIBIT "B"

LEASE AGREEMENT

This Lease Agreement, made and entered into this ____ day of _____, 2009, by and between the **CITY OF NORTH LITTLE ROCK, ARKANSAS**, whose address is 300 Main Street, North Little Rock, Arkansas, hereinafter called **LESSOR**, and **GAIN, Inc.**, whose address is 712 West 3rd Street, Suite 100, Little Rock, AR 72201, hereinafter called **LESSEE**,

WITNESSETH:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the **LESSEE** as obligations to the **LESSOR**, the **LESSOR** lets, leases and demises unto **LESSEE**, premises located on real property described as follows:

Lot 7, Farmere Second Addition to the City of North Little Rock, Pulaski County, Arkansas. (Street Address: 504 West 51st Street, North Little Rock, AR 72118).

To have and to hold said premises unto **LESSEE** for and during the term herein stated, subject to the covenants, terms and conditions herein contained.

2. Term. This lease shall commence on June ____, 2009, and shall extend for a term of twelve (12) months, ending at midnight on June, 2010. This lease may be extended for two (2) additional one year leases if agreed to by the **LESSEE** and the Mayor of the City of North Little Rock.

3. Rent. **LESSEE** agrees to pay to **LESSOR** One Hundred & 00/100 Dollars (\$100.00) per month. These rental payments shall be paid in advance beginning on the ____ day of June, 2009, and on the ____ day of each and every month thereafter during the term of this lease.

4. Signs. Any signs used by the **LESSEE** shall comply with City sign regulations.

5. Maintenance, Repairs, Replacements and Improvements. **LESSEE** shall maintain the leased premises furnished by the **LESSOR** in good condition, including lawn care maintenance. **LESSEE** shall replace or, in the alternative, make repairs to broken or damaged fixtures of the property and make repairs necessary to keep the leased premises in good condition. **LESSEE** may, at **LESSEE's** own expense, make alterations and/or improvements to the said premises as presented to the **LESSOR** in writing and/or a site plan drawing. Any alterations and/or improvements to the premises must be approved by the Mayor and meet any and all city regulations. All fixed, attached or permanent alterations and/or improvements shall remain with the leased premises and become the sole property of the **LESSOR** at termination of this Lease Agreement.

6. Use. **LESSEE** agrees to use the leased premises for the purpose of providing interim housing and rehabilitative services to individuals with mental illness and for no

other purpose or purposes without the written consent of **LESSOR** having been obtained in advance.

7. Payment of Rent and Notices. The rent payable hereunder shall be paid to **LESSOR** at the address listed below. Any notice provided for herein shall be given by certified mail with postage prepaid, addressed to the respective parties as listed below. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.

LESSOR:

Mayor Patrick H. Hays
City of North Little Rock
300 Main Street – P. O. Box 5757
North Little Rock, AR 72119

LESSEE:

Dennis Wells, Executive Director
GAIN, Inc.
712 West 3rd St. – Suite 100
Little Rock, AR 72201

8. Assignment. **LESSEE** shall not assign this lease or sublet the leased premises.

9. Termination of Lease. The **LESSOR** and the **LESSEE** shall have the right to terminate the lease with a thirty (30) day notice for any reason.

10. Non-Waiver. It is agreed that the failure of **LESSOR** to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by **LESSEE** under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent **LESSOR** from invoking such remedies in the event of any future breach or default.

11. Holdover. **LESSEE** hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, **LESSEE** will peaceably deliver possession of the leased premises to **LESSOR**. In the event **LESSEE** shall be permitted by **LESSOR** to hold over after the expiration or termination of this lease, or any extension thereof, said holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month-to-month tenancy arising by **LESSEE'S** holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for **LESSOR** to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, **LESSEE** agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

12. Insurance on Real Property. **LESSOR** will maintain, at **LESSOR'S** expense, insurance on the real property subject to this lease.

13. Insurance on Lessee's Property. **LESSEE** shall be solely responsible for maintaining insurance on its property, including but not limited to movables, trade fixtures installed by **LESSEE**, furniture, furnishings and inventory.

14. Liability Insurance. LESSEE shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the LESSEE or any sub-tenant occupying the leased premises.

15. Compliance with Laws. LESSEE agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of LESSEE'S type of business, to make nonstructural repairs, improvements and alterations to the interior of the building on the leased premises and the common areas required by such authority.

16. Trash and Utilities. All trash and refuse deposited outside the building must be placed in sufficient receptacles furnished by LESSEE and approved by the Public Works Department. LESSEE will be responsible for obtaining and paying for all utility service(s) at the leased premises.

17. Title and Quiet Enjoyment. LESSOR covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon payment by LESSEE of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon LESSEE'S part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by LESSOR, except LESSOR, or its duly authorized representative, may inspect the premises, upon 24 hours notice to LESSEE, to insure that the said premises are in good order.

18. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

19. Waste. LESSEE agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

20. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or sub-paragraph is invalid or unenforceable for any reason, all remaining paragraphs and sub-paragraphs will remain in full force and effect.

21. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

22. Entire Agreement. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) **ss.**
COUNTY OF PULASKI)

On this day personally appeared before me, a Notary Public within and for the State and County aforesaid, the within named Dennis Wells, Executive Director of GAIN, Inc., to me personally known, who stated that he was duly authorized in his executive capacity to execute the foregoing instrument for and in the name of Lessee GAIN, Inc., and further stated and acknowledged that he had signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2009.

Notary Public

My Commission Expires: _____