

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT TO REHABILITATE PROPERTY LOCATED AT 723 WEST 21ST STREET IN THE CITY OF NORTH LITTLE ROCK; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution No. 8743 (adopted by the City Council on January 26, 2015) certain property owned by Roma Investments, LLC and located at 723 West 21st Street was condemned; and

WHEREAS, Roma Investments, LLC has requested a period of time to rehabilitate the property and has agreed to enter into an Agreement to Rehabilitate Property, estimated costs for rehabilitation of the structure; and agreed to tender an escrow in the amount of \$7,100.00 (see rehabilitation agreement attached as Exhibit "A"); and

WHEREAS, it is in the City's best interests that Roma Investments, LLC be afforded a certain period of time to effect rehabilitation of the property located at 723 West 21st Street.

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 an Agreement (substantially similar to Exhibit "A" attached hereto and incorporated herein) with Roma Investments, LLC to rehabilitate certain property located at 723 West 21st Street, and more particularly described as follows:

Lot 11, Block 3, Schaers Addition to the City of North Little Rock, Pulaski County, Arkansas (Parcel No. 33N2560002200).

SECTION 2: That an escrow of \$7,100.00 shall be tendered to the City of North Little Rock by Roma Investments, LLC, representing an estimate of the cost to raze the nuisance structures on the subject property in the event of default on the Agreement herein.

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:

Joe A. Smith
Mayor Joe A. Smith

ATTEST:

Diane Whitbey
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:42 A.M.	_____ P.M.
By	<u>City Atty Carter</u>	
DATE	<u>6-2-15</u>	
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas		
RECEIVED BY	<u>J. Marshall</u>	

AGREEMENT TO REHABILITATE PROPERTY

On this 6th day of May, 2015, the City of North Little Rock (hereinafter the “City”) and Stefano Santamaria and/or Roma Investments, LLC (hereinafter “Owner”) enter into this Agreement to Rehabilitate Property (hereinafter the “Agreement”) regarding real property located at the address commonly known as 723 West 21st Street (hereinafter the “Subject Property”) subject to the terms and conditions stated herein.

RECITALS

WHEREAS, the North Little Rock City Council considers the buildings, houses and other structures located at or on the Subject Property to constitute a public nuisance and declaring that said structures must be repaired in strict accordance with this Agreement or completely razed or removed within the timeframe provided in this Agreement in order to abate the nuisance; and

WHEREAS, the Owner has appeared before the City claiming to hold legal ownership of the Subject Property as well as all rights in the property necessary to construct, repair, or raze any and all structures on the property without further approval of any third party; and

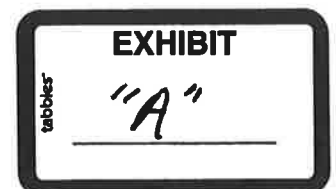
WHEREAS, the Owner desires to cause repairs to the nuisance structures on the Subject Property, in lieu of razing or removing such structures, so that the structures will cease to be a nuisance and will otherwise conform to all requirements of the current Arkansas Fire Prevention Code and the North Little Rock Property Maintenance Code (hereinafter “Applicable Safety Regulations”); and

WHEREAS, the Owner has presented a feasible financial plan (attached hereto as Exhibit A) and a feasible construction plan (attached hereto as Exhibit B) to repair the nuisance structures on the Subject Property according to a strict timeline, and the willingness to immediately cooperate in the removal or razing of such structures should timely repair prove to be impossible, impractical or otherwise fail to occur; and

WHEREAS, the City has relied on representations by the Owner to forego the immediate razing of the nuisance structures and demands adequate assurances on the part of the Owner that the nuisance structures shall be repaired to become fully compliant with the law.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Agreement Contingent on City Council Approval**. This Agreement is contingent upon the approval or adoption of this Agreement by Resolution of the North Little Rock City Council (hereinafter the “City Council”). All dates in this Agreement shall run from the date that the City Council approves or adopts this Agreement or the date signed by Owner, whichever is later, which shall be referred to herein as the “Effective Date.”



2. **Escrow.** Within five (5) business days of approval of this Agreement by the City Council, the Owner shall deliver to the North Little Rock Director of Code Enforcement, a cashier's check, or the equivalent, in the amount of \$7,100 ("Escrow"), such amount not exceeding a good faith estimate of the cost to raze the nuisance structures on the Subject Property, to be held by the City to assure performance by the Owner. Upon the Owner's timely and proper completion of all obligations under this Agreement, the City shall return the Escrow to the Owner, less any unpaid obligations owed to the City by the Owner which relate to the Subject Property, including without limitation: unpaid fees, administrative penalties, fines, and court costs. If necessary, the City may liquidate the Escrow to offset any and all actual costs directly attributable to the razing and removal of nuisance structures on the Subject Property ("Cost of Abatement"). If the Escrow exceeds the Cost of Abatement, all excess funds shall be returned to the Owner. If the Escrow is insufficient to pay for the Cost of Abatement, the Owner shall remain personally liable for the deficiency.

3. **Issuance of Building Permit.** Upon the Effective Date of this Agreement and request of the Owner, the City shall issue the Owner a building permit authorizing work on the Subject Property which shall be subject to the same costs, inspections, and approvals of all other building permits issued by the City. Neither the Building Permit, nor this Agreement, nor any provision found within either, the Building Permit or this Agreement shall be deemed to waive any requirement to fully comply with Applicable Safety Regulations. The Owner is hereby advised that the Applicable Safety Regulations are available for inspection at the Office of the North Little Rock City Clerk. As stated in paragraph 11, this Agreement is subject to appeal. If the Owner appeals this Agreement, the Building Permit shall immediately be suspended pending judicial review.

4. **Mandatory Time Benchmarks.** Due to the determination that the Subject Property constitutes a continuing nuisance, the owner is required to proceed continuously and expeditiously with repairs and construction that will abate the nuisance and otherwise cause the Subject Property to conform with the Applicable Regulations. The mandatory time benchmarks that are described below indicate the *minimum* level of performance required by the Owner to abate the nuisance. Any failure to meet any benchmark will result in the immediate razing of the nuisance structure without further notice or hearing. The Owner agrees to complete repair and construction as stated below:

a. **Sealing the Structure.** Within forty-five (45) days of the Effective Date of this Agreement, the Owner shall have sufficiently proceeded with construction so that it is sealed from the elements and unauthorized traffic. For purposes of this Agreement, "sealed from the elements and unauthorized traffic" means that: (1) all walls have been properly raised and covered with material that prevents outside access to the interior of the structure and otherwise complies with Applicable Regulations; (2) all windows or window openings are covered; (3) all exterior doors are installed and comply with the Applicable Regulations; and (4) the roof is completely installed with shingles or other material that is suitable under the Applicable Regulations as a final covering. If the Owner fails to meet this deadline, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.

b. **Rough-In.** Within ninety (90) days of the Effective Date of this Agreement, the Owner shall have sufficiently proceeded with construction to pass Rough-In inspection. For purposes of this Agreement, "Rough-In" means that all equipment, fixtures, or materials of any type which support any structural, mechanical, plumbing, gas or electrical system or service that is located,

or to be located, within the walls, beneath the floor, or above the ceiling has been properly installed in accordance with the Applicable Regulations. This deadline shall be extended one (1) day for each day after the Owner has submitted a written request for a Rough-In inspection and the date the inspection actually occurs. This deadline may also be extended by up to ten (10) days if the Building Inspector, in his sole discretion, determines that the Owner has made reasonable efforts to meet this deadline and failed inspection due to a minor infraction. If the Owner fails to meet this deadline after all permitted extensions have expired, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.

c. **Exterior Covering and Windows.** Within one hundred thirty-five (135) days of the Effective Date of this Agreement, the Owner shall have installed, or caused to be installed, all exterior covering and windows must be in accordance with the Applicable Regulations. If the Owner fails to meet this deadline, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.

d. **Certificate of Occupancy.** Within one hundred eighty (180) days of the Effective Date of this Agreement, the structure must qualify for a certificate of occupancy. This deadline shall be extended one (1) day for each day after the Owner has submitted a written request for a final inspection and the date the final inspection actually occurs. This deadline may also be extended by up to ten (10) days if the Building Inspector, in his sole discretion, determines that the Owner has made reasonable efforts to meet this deadline and failed inspection due to a minor infraction. If the Owner meets this deadline, the City shall return any and all Council shall pass a resolution declaring the Property to no longer be a nuisance (thus “un-condemning” the Subject Property). If the Owner fails to meet this deadline after all permitted extensions have expired, the City is authorized to immediately liquidate the Escrow and raze the Subject Property.

5. **Adverse Weather Delays.** The Owner may claim additional time to meet the deadlines described in paragraph 4 based upon any continuous period of delay based upon adverse weather. Such claim shall be: (a) in written form; (b) submitted to the Building Inspector within five (5) days of the end of the period of adverse weather claimed; (c) supported by data substantiating that weather conditions were abnormal for the period of time; and (d) supported by evidence substantiating that the weather conditions had an adverse effect on the scheduled construction or repair of the nuisance structures on the Subject Property. For purposes of this Agreement, weather conditions may be considered abnormal for a period of time when the precipitation is twenty percent (20%) greater than a ten (10) year historic average for the same period of time during previous years or when a catastrophic weather or environmental event has occurred, such as a tornado, earthquake, or 100 year flood. The Building Inspector shall render initial determinations on claims for adverse weather delays which may be appealed in accordance with Article 19 of the North Little Rock Zoning Ordinance.

6. **Delays for Appeals.** The Owner may claim additional time to meet the deadlines described in paragraph 4 based upon any continuous period of delay resulting from administrative or quasi-judicial appeal. Such claim shall be: (a) in written form; (b) submitted to the Building Inspector within five (5) days of the end of the period of appeal claimed; (c) supported by evidence substantiating that the appeal had an adverse effect on the scheduled construction or repair of the nuisance structures on the Subject Property. The Building Inspector shall render initial determinations on claims for appeal delays which may be appealed in accordance with Article 19 of the North Little Rock Zoning Ordinance.

7. **Time is of the Essence.** All times and deadlines and permitted extensions indicated herein form a material basis of this agreement and may only be waived in writing signed by both parties. Any failure to timely enforce a deadline shall not be construed to waive that, or any other, deadline.

8. **Term and Termination.** This Agreement shall be effective from and after the Effective Date and continue in force until one of the following events occurs:

a. The City has issued the Owner a certificate of occupancy for the Subject Property and all Escrow funds to which the Owner is entitled have been returned to the Owner by the City; *or*

b. The Subject Property has been razed and all debris has been removed, *and*

(1) Any excess Escrow funds to which the Owner is entitled have been returned to the Owner by the City; *or*

(2) If the Cost of Abatement incurred by the City exceeds the Escrow, the Owner has paid the City the difference between the Cost of Abatement and the Escrow.

9. **Waiver.** By executing this Agreement, the Owner hereby enters his appearance before the City Council in relation to all administrative or quasi-judicial proceedings pertaining to the Subject Property waiving all form, content and method of service of all notices and proceedings concerning the Subject Property which have been, are now, or will be before the City Council prior to or during the duration of this Agreement. The Owner acknowledges and knowingly accepts responsibility to be vigilant and aware of all City actions regarding the Subject Property throughout the duration of this Agreement which are publicly available at the following City offices: Code Enforcement, Community Planning, the Fire Department, and the City Clerk.

10. **Hold Harmless.** The Owner affirmatively states that he or she is the true owner of the Subject Property and all structures on the Subject Property where the work is to be performed, or that he or she acts with properly delegated authority from such true owner. The Owner agrees to indemnify, defend, and hold harmless the City from all claims by any person or entity claiming to be the true owner of the property and asserting any claim based in any part upon the same subject as this Agreement.

11. **Conditional Approval.** The approval of this Agreement by the City Council of North Little Rock constitutes a quasi-judicial determination by City Council to grant conditional approval and partial relief to the owner of a public nuisance. The Owner acknowledges that by entering this Agreement, certain facts and findings are established relating to the nature of the Subject Property as a public nuisance and that those facts and findings may be detrimental to the Owner. If the Owner contests any fact or finding established by this Agreement, or all of them, the Owner is authorized by law to appeal this Agreement to a court of law in accordance with the Arkansas rules governing appeals from District Courts.

12. **Merger.** This document represents the entire agreement between the parties and incorporates all prior discussions and agreements. This document is *not* an agreement with any other governmental entity or waiver of any applicable federal, state, or county regulation.

13. **Severability.** The sections, subsections, sentences and words within this Agreement are declared to be severable and if any sections, subsections, sentences and words found herein is declared to be invalid or unconstitutional, the remainder of the Agreement shall be unaffected.

14. **Worker Certification.** The Owner hereby warrants that all persons performing work on the Subject Property shall be licensed and permitted as required by law.

15. **Transfer of Subject Property.** The Owner shall not cause or allow the Subject Property to be transferred through act or omission without prior notice to the City.

16. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assignees.

17. **Enforcement of Debt.** The Owner shall be and remain liable for any amounts due the City under this Agreement as well as all legal and court fees related to the collection of the same.

18. **Authority.** The parties executing this Agreement below represent and warrant that they have the full and complete legal authority to act on behalf of the City and Owner and that the provisions herein constitute valid, enforceable obligations of each.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date indicated.

For
CITY OF NORTH LITTLE ROCK

Date: _____

By: _____
Joe Smith, Mayor

Attest: _____
Diane Whitbey, City Clerk

For
OWNER

Date: 5.6.15


Printed Name: STEFANO SANTANARIA
For: Roma Investments, LLC

WITNESS:


Credit Accounts

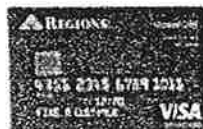
Lines of Credit	Account Information	Available Balance	Current Balance
REGIONS CREDIT LINE *****6440	Total Payment Due: \$0.00	As of: 04/16/2015 \$1,375.00	As of: 04/16/2015 \$25.00
REGIONS HELOC *****6984	Total Payment Due: \$779.81	As of: 04/16/2015 \$8,863.13	As of: 04/16/2015 \$67,036.87
REGIONS PREFERRED LOC *****1528	Total Payment Due: \$0.00	As of: 04/16/2015 \$5,000.00	As of: 04/16/2015 \$0.00
Lines of Credit Total		\$15,238.13	\$67,061.87
Credit Accounts Total			\$67,061.87

Loan Accounts

Open a new Personal Loan Account

Open a new Business Loan Account

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Good afternoon, Stefano | Member Since 2000
Blue Cash (ending -42005)

Home

Statements & Activity

Payments

Profile

Benefits

Current Balance

\$0.00

Available Credit

\$6,500.00

Outstanding Balance

\$0.00

Payment not
required at this time

[+ Show Balance Details](#)

[Make Payment](#)

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Recent Activity

\$0.00 since Mar 21 (closing Apr 19)

> Pending Charges

∨ Posted Transactions

0 Transactions

You currently have no posted transactions.

DISCOVER

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Good Afternoon, Stefano

[Card Details](#) | [Profile](#)



Current Balance

\$96.79

Credit Line Available
\$5,903.00 of \$6,000

[Recent Activity](#)

Last Statement Balance

\$96.79

Last Statement Date
Apr 13, 2015

[View Statement](#)

Minimum Payment Due

\$10.00

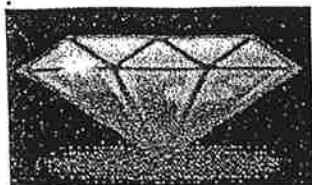
Payment Due Date
May 3, 2015

[Make Payment](#)

— [Pending Transactions](#)

You have no new pending transactions.

[View All Account Activity](#) ▾



501-881-9653

Diamond Construction and Lawn Care

Get it Right the First Time!

Contractor's License# 0331910615

Date: April 28, 2015

INVOICE #RI723

Expiration Date: May 12, 2015

Job Start Date

2015

Completed:

To:

Roma Investments

723 W. 21st St.

N. Little Rock, AR 72114

Phone: 501-276-3436

Customer ID: RI723

Email: stefa308@yahoo.com

Salesperson	Job Site	Payment Terms	Due Date
Eddie	723 W. 21 st St, N. Little Rock, AR. 72114	50% Start of Job & 50% Job Completion: Cash or Credit/Debit	50% on Start Date & 50% on Completion

Line	Projects	Description	Quantity	Unit Price	Unit Total	Discount	Line Total
1	Project 1	Drywall Replacement Direct labor to replace drywall. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. 600sqft	1	2127.65	2127.65		2127.65
2	Project 2	Ceiling Drywall Replacement Direct labor to replace ceiling drywall. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. 300sqft	1	1080.03	1080.03		1080.03
3	Project 3	Windows Replacement/Repair Direct labor expenses to install replacement windows. Includes planning, job equipment and material acquisition, area preparation, setup and cleanup.	6	110.00	660.00		660.00
4	Project 4	Enclose Room for Hot Water Heater Direct labor expenses to enclose room with door to hot water heater. (Customization)	1	1175.50	1175.50		1175.50
5	Project 5	Interior Door Installation Direct labor expenses to install door frame. Includes planning, job equipment and material acquisition, area preparation, setup and cleanup.	1	147.00	147.00		147.00
6	Project 6	Enclose Stair case Direct labor expenses to enclose stair case.	1	75.50	75.50		75.50
7	Project 7	Replace Door Knob Direct labor expenses to replace door knob.	1	35.50	35.50		35.50
8	Project 8	Repair missing wood in ceiling Direct labor expenses to repair ceiling.	1	175.50	175.00		175.00

Repair's Estimate

8	Project 8	Replace two top balcony rails Direct labor expenses to repair balcony rails. Two top rails needs to be replaced.	1	25.50	25.00	25.00
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The quote listed above is an **estimate** and subject to change with customer consent. If the terms are acceptable please sign below.

Subtotal

5501.18

3% Credit
Card Fee

Printed Name _____

Date _____

Total

5501.18

Signature _____

Date _____

Repair's Estimate

invoiceASAP
easy mobile invoicing

N S E Inc.
601 N. Apple Rd
Beebe, AR 72012
Office Phone: 501-658-7454
Cell Phone: 501-658-7454
Company Email: georgebradley72@gmail.com

Estimate

Estimate Number: E150417226
Estimate Date: 04/17/2015
Estimate Amount: 8,000.00
Created By: George Bradley

Billing Address:

Stefano Santamaria

Shipping Address:

Stefano Santamaria

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1084	Estimate Residential Estimate for property at 723 W. 21st street in NLR, AR. This estimate is for bringing the property into code compliance on the electrical portion as required by the city of NLR. This estimate is for installing 1 meter service and 2 separate load centers for splitting the property into 2 separate units.	1.00	8,000.00		8,000.00

Subtotal: \$ 8,000.00
Estimate Amount: \$ 8,000.00

INVOICEASAP

easy mobile invoicing

NSE Inc.
601 N. Apple Rd
Beebe, AR 72012
Office Phone: 501-658-7454
Cell Phone: 501-658-7454
Company Email: georgebradley72@gmail.com

Estimate

Estimate Number: E150413220
Estimate Date: 04/13/2015
Estimate Amount: 3,000.00
Created By: George Bradley

Billing Address:

Stefano Santamaria

Shipping Address:

Stefano Santamaria

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1084	Estimate Residential This estimate is for the property located at 723 W. 21st In NLR, AR. The estimate is for an expected time of 32 man hours, materials, permit and associated cost to bring the property into code compliance. Any issues that arise during the course of construction that cause additional time than that allotted will be brought to the owners attention before work is done and billed accordingly.	1.00	3,000.00		3,000.00

Subtotal: \$ 3,000.00
Estimate Amount: \$ 3,000.00

Sanders Plumbco, Inc.
412 Parker Street
North Little Rock, AR 72114

(501)374-0117
customerservice@sanders-plumbing.com



Estimate

ADDRESS
Stefano Santamaria
723 W 21st
North Little Rock, AR 72114

ESTIMATE # 2027
DATE 04/21/2015
EXP. DATE

DATE	DESCRIPTION	AMOUNT
04/21/2015	100 - Plumbing Service Quesstimate of \$4,000.00 for hot & cold repipe & couple minor drain repairs Any future problems will be billed at \$135.00 + materials once water is turned on.	4,000.00
04/21/2015	Sanders Plumbco believes the cost will exceed the \$4,000.00 price. With the living conditions of the house, the rate will exceed the price quoted.	

TOTAL **\$4,000.00**

ACCEPTED BY

ACCEPTED DATE

Sanders Plumbco, Inc.

Estimate 2027, 04/21/2015