R-25- 75

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT TO REHABILITATE PROPERTY FOR CERTAIN REAL PROPERTY LOCATED AT 4503 HAYWOOD STREET IN THE CITY OF NORTH LITTLE ROCK; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution No. 11043 (adopted by the City Council on February 24, 2025), certain residential property located at 4503 Haywood Street and owned by Newman Capital Ventures LLC ("Newman") was condemned; and

WHEREAS, Newman has agreed to enter into a rehabilitation agreement (see Agreement to Rehabilitate Property attached hereto as Exhibit A); and

WHEREAS, it has been the policy of the City of North Little Rock (the "City") to require an escrow payment equal to the costs of demolition from the property owner to cover demolition and other costs incurred by the City in the event the requirements of the rehabilitation agreement are not met; and

WHEREAS, it is the belief of Newman that the property, through rehabilitation, can become a viable contributor to the City's economy and will improve the overall aesthetic appearance of the area.

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 to Rehabilitate Property (substantially similar to Exhibit A) with Newman Capital Ventures LLC to rehabilitate certain property located at 4503 Haywood Street, more particularly described as follows:

LOT B, BLOCK 32 OF THE JOHN L. ATKINS SCHOOL SUBDIVISION IN THE CITY OF NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS, AND BEING SHOWN ON PLAT RECORDED IN PLAT BOOK 15, PAGE 81, RECORDS OF PULASKI COUNTY, ARKANSAS; AND

PART OF BLOCK 31, BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF HAYWOOD STREET WITH THE LINE COMMON TO BLOCKS 31 & 32 WITH A SUB DIV, THENCE NORTHERLY ALONG SAID COMMON LINE 140'; THENCE NORTHWESTERLY PARALLEL TO THE NORTHERLY LINE OF HAYWOOD STREET 50'; THENCE SOUTHWESTERLY PARALLEL TO THE COMMON LINE OF BLOCKS 31 & 32 OF A SUB DIV, 140' TO THE NORTHERLY LINE OF HAYWOOD STREET; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF

HAYWOOD STREET 50' TO THE BEGINNING (PARCEL NO. 23N0610009500).

SECTION 2: That an escrow in the amount of $4,801.95, or an equivalent bond issued by a local financial institution, shall be tendered to the City of North Little Rock by Newman Capital Venture LLC, representing the estimated costs to raze the nuisance structures on the 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 Terry C. Hartwick

SPONSOR:

Terry C Hartwick by AF

Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:40 A.M. _____ P.M.
By Amy Fields AA
DATE 4-28-25
Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas
RECEIVED BY _____

EXHIBIT

A

AGREEMENT TO REHABILITATE PROPERTY

As of the Effective Date as defined in this Agreement, the City of North Little Rock (the "City") and Newman Capital Ventures, LLC ("Owner") enter into this Agreement to Rehabilitate Property ("Agreement") regarding real property located at **4503 Haywood Street, North Little Rock, Arkansas** (the "Property") subject to the terms and conditions stated herein.

RECITALS

WHEREAS, on February 26, 2025, the North Little Rock City Council ("City Council") declared certain buildings, houses and other structures located at the Property to constitute a public nuisance and condemned said structures (Resolution No. 11043); and

WHEREAS, the Owner has appeared before the City claiming to hold legal ownership of the 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 repair and rehabilitate the nuisance structures on the Property, in lieu of razing or removing such structures, so that the structures will cease to be a nuisance and come into compliance with all requirements of the current North Little Rock Building Code and the North Little Rock Property Maintenance Code ("Applicable Codes"); and

WHEREAS, the Owner has presented a feasible financial/construction plan (attached hereto as Exhibit A), has provided proof that a contractor licensed in the State of Arkansas has been retained to repair the nuisance structures on the Property, and has expressed 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.

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 of the North Little Rock City Council (hereinafter the "City Council"). It shall not be presented to City Council for approval until signed by the Owner. All dates in this Agreement shall run from the date that the City Council approves this Agreement which shall be referred to herein as the "Effective Date."

2. **Escrow**. Within five (5) business days after the Effective Date, the Owner shall deliver to the North Little Rock City Clerk's Office a cashier's check, or the equivalent, in the amount of **$4,801.95** ("Escrow"), such amount being equivalent to a good faith estimate of the cost to raze the nuisance structures on the Property, to be held by the City to assure performance by the Owner. All provisions contained within this Agreement are contingent upon Owner's timely payment of the Escrow. In the event the Escrow is not paid as provided for in this Agreement, the City may immediately raze and remove the structures that are the subject of the condemnation resolution. Upon the Owner's completion of all obligations under this Agreement, the City shall return the

Escrow to the Owner. If the Owner fails to timely or properly complete any obligation under this Agreement, the City may liquidate the Escrow to offset any and all costs attributable to the razing and removal of nuisance structures ("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 in addition to any other remedy for recovery which may be available to the City.

3. **Issuance of Building Permit**. After the Effective Date of this Agreement, and upon the Owner's application for a Building Permit, 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.

4. **Mandatory Time Benchmarks**. Due to the determination that the Property constitutes a continuing nuisance, the Owner is required to proceed expeditiously and continuously with repairs and construction that will abate the nuisance and otherwise cause the Property to conform with the Applicable Codes. 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 the structure is sealed from the elements and unauthorized traffic. For purposes of this Agreement, "sealed from the elements and unauthorized traffic" means that: (1) all exterior walls have been properly raised and covered with material that prevents outside access to the interior of the structure and complies with the Applicable Codes; (2) all windows are installed or window openings are covered; (3) all exterior doors are installed and comply with the Applicable Codes; and (4) the roof is completely installed with shingles or other material that complies with the Applicable Codes as a final roof 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 have been properly installed in accordance with the Applicable Codes. 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 discrepancy. 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 Property.

c. **Exterior Covering and Windows**. Within **one hundred thirty-five (135) days** of the Effective Date of this Agreement, the Owner shall have caused to be installed all exterior covering

and windows in accordance with the Applicable Codes. If the Owner fails to meet this deadline, the City is authorized to immediately liquidate the Escrow and raze the 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 discrepancy. If the Owner meets this deadline, the City shall return Escrow funds in accordance with Section 2 and, if necessary, City Council shall pass a resolution declaring that the Property is no longer a nuisance (thus "un-condemning" the 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 due to 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.

6. **Time is of the Essence**. All times, deadlines, benchmarks, 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 or benchmark shall not be construed to waive that, or any other, deadline or benchmark.

7. **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 Property and all Escrow funds to which the Owner is entitled have been returned to the Owner by the City; OR

b. The 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.

8. **Hold Harmless**. The Owner affirmatively states that he or she is the owner of the Property and all structures on the Property where the work is to be performed. 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.

9. **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.

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

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

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

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

14. **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.

15. **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.

CITY OF NORTH LITTLE ROCK

By: _____
Terry Hartwick, Mayor

Date: _____

ATTEST:

_____
Diane Whitbey, City Clerk

OWNER:

_____
Newman Capital Ventures, LLC

Date: 03/12/2025

EXHIBIT
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A

Contractor Agreement for Fix and Flip Property

This Contractor Agreement (the "Agreement") is made and entered into as of 02/25/2025, by and between:

Owner/Investor: Miles Newman, Newman Capital Ventures LLC
Address: 6A Park Trail, Croton on Hudson, NY, 10520
Phone: (914) 837-5694
Email: newmancv.llc@gmail.com

Contractor: Lira Handyman Services LLC
Address: PO Box 195853, Little Rock, AR, 72209
Phone: (501) 507-9435
Email: info.lirahandymanservices@gmail.com
License Number (if applicable): 0373620525

Property Address: 4503 Haywood St, North Little Rock, AR, 72117

Scope of Work: Contractor agrees to perform the following work (the "Work") on the Property: [Detailed description of the scope of work, including specific tasks, materials, and any other relevant details.]

Item	Description
Kitchen	Install new kitchen cabinets / new granite countertops/ make access for a dishwasher/ hardware/ sink and faucet.
Appliances	New electric range- dishwasher- vent hood.
Plumbing	Install new water heater / new laundry box/ new supply lines and drain lines.
Lighting	Install new light fixtures throughout the house.
Miscellaneous	Install new blinds, doorknobs and - smoke detectors- hauling trash- house cleaning. Install new condenser/ coil and furnace and new duct work.
Bathroom	Hallway: Install new tub with surround/ new vanity with mirror/ new shower faucet/ new toilet Master bathroom: Install new walk in shower insert and install new shower faucet and install new vanity with mirror/ new toilet.
Flooring-Laminate	Install in living room/ kitchen/ dining room/ (2) bathrooms and hallway and laundry room and Install in (3) bedrooms.
Subfloor	Repair damaged subfloor in front entry, living room, kitchen area and bathroom add concrete pillars and beams as needed. (Doesn't include footing)
Interior repair	Repair all damaged sheetrock throughout walls and ceilings and install new sheetrock and spay new texture throughout ceilings and walls and install new baseboard where missing and reframe interior walls for the bathroom
Doors	5 interior doors and 3 closet doors.
Landscaping & Yard	Landscaping and clean yard
Painting	Interior walls/ ceilings/ trim and paint exterior.
Roof	Install new roof and replace any damage osb plywood and replace all damage truces throughout.
Electrical	Install a new electrical panel and have everything up to code.
Exterior repairs	Repair damage siding/ soffit/ fascia and pressure wash exterior and replace any broken glass and install a new door for the water heater.
	This estimate doesn't include any work require by the city inspector **This Includes Material & Labor $60,000.00**

Start Date and Completion Date:

- Start Date: February 25, 2025
- Estimated Completion Date: May 25, 2025 (Subject to inspections and requirements by the city)
- Time is of the essence in this Agreement. Contractor agrees to complete the Work by the Completion Date unless otherwise agreed in writing.

Payment Terms:

1. Total Project Cost: $60,000 (the "Contract Price")
2. Payment Schedule:
    - 25% / $15,000 upon signing of this Agreement.
    - 25% / $15,000 upon completion of roughing (plumbing, framing, sheet rock, etc.)
    - 25% / $15,000 upon completion of installation of tile work, cabinetry, doors, trim and windows.
    - Final payment of 25% / $15,000 upon satisfactory completion of all Work and final inspection.
3. Payments will be made by [check, wire transfer, etc.].

Change Orders: Any changes to the scope of work or materials must be documented in a written Change Order signed by both the Owner/Investor and the Contractor. Additional costs or delays arising from Change Orders will be outlined in the Change Order.

Permits and Compliance: The Contractor is responsible for obtaining all necessary permits and ensuring that the Work complies with all applicable building codes, ordinances, and regulations.

Warranties: Contractor warrants that:

1. The Work will be performed in a professional and workmanlike manner.
2. All materials used will be of good quality and free from defects.
3. The Work will be free from defects for a period of [Warranty Period, e.g., one year] from the date of completion.

Insurance: Contractor shall maintain the following insurance coverage during the term of this Agreement:

1. General Liability Insurance with coverage limits of at least $500,000.

2. Workers' Compensation Insurance (if applicable). Contractor shall provide proof of insurance upon request by the Owner/Investor.

Indemnification: Contractor agrees to indemnify and hold harmless the Owner/Investor from any and all claims, damages, liabilities, or expenses arising out of or related to the Contractor's performance of the Work.

Termination:

1. This Agreement may be terminated by either party with 15 days' written notice.
2. The Owner/Investor may terminate this Agreement immediately if the Contractor:
   - Fails to perform the Work in accordance with this Agreement.
   - Becomes insolvent or files for bankruptcy.
3. In the event of termination, the Contractor shall be paid for all Work completed up to the date of termination.

Dispute Resolution: Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in the jurisdiction of Pulaski County, Arkansas.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings. Any amendments must be in writing and signed by both parties.

Signatures:

Owner/Investor:

Name: Miles Newman

Signature: _____

Date: 02/25/2025

Contractor:

Name: David Lira

Signature: _____

Date: February 25, 2025