

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A SETTLEMENT OFFER FROM RIVER CITY MINISTRIES TO FOREGO A LIEN BEING PLACED BY THE CITY OF NORTH LITTLE ROCK AGAINST CERTAIN PROPERTY CURRENTLY OWNED BY VONDA BAILEY AND BEING LOCATED AT 1118 EAST WASHINGTON AVENUE; AND FOR OTHER PURPOSES.**

WHEREAS, on March 27, 2017, following a public hearing and pursuant to Resolution No. 9185, the City of North Little Rock ("the City") declared property owned by Mr. Vonda V. Bailey and located at 1118 East Washington Avenue to be a nuisance and condemned it; and

WHEREAS, thereafter on or about June 22, 2017, the City abated the nuisance at a cost of \$8,337.00 and requested that reimbursement be made by Mr. Bailey on or before July 24, 2017 in order to avoid a lien being filed against the subject property by the City (see Exhibit "A" attached hereto); and

WHEREAS, the City has been advised by the attorney for River City Ministries ("River City") that discussions and negotiations have occurred with Mr. Bailey regarding his donation of the subject property to River City which included demolition of the structure on the property (see Exhibit "B" attached hereto); and

WHEREAS, River City, a non-profit organization which provides a great service to homeless and disadvantages persons in the City, had previously obtained a quote for demolition of the structure on the subject property in the amount of \$3,500.00 and has offered to pay that sum for the City to forego placing its lien thereon (see Exhibit "C" attached hereto); and

WHEREAS, in consideration of services provided by River City, it is in the best interests of the City and its residents that the settlement offer in the amount of \$3,500.00 be accepted, contingent upon the subject property being donated by Mr. Bailey to River City.

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


SECTION 1: That the offer of River City Ministries in the amount of \$3,500.00 to forego the City placing a lien against property located at 1118 East Washington Avenue, North Little Rock, Arkansas, contingent upon transfer of title from the current property owner, Vonda V. Bailey, to River City Ministries, is hereby approved and accepted, said property being more specifically described as follows:

Lot 1, Block 1, Loomis Subdivision in the City of North Little Rock,  
Pulaski County, Arkansas. (Parcel No. 33N0050000200)

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

PASSED:

APPROVED:


\_\_\_\_\_  
SPONSOR:  
  
Mayor Joe A. Smith

\_\_\_\_\_  
Mayor Joe A. Smith

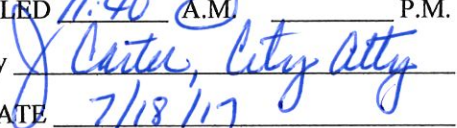
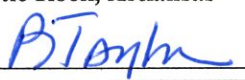
ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

  
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:40	A.M.	P.M.
By			
DATE	7/18/17		
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas			
RECEIVED BY			

# The City of North Little Rock

TOM WADLEY  
DIRECTOR



701 West 29th Street  
North Little Rock, Arkansas 72114  
501 791-8581 Fax 501 791-8584  
NLRCODEenforcement@nlr.ar.gov

## CODE ENFORCEMENT DEPARTMENT

Sent Via Certified Mail:

DATE: 06/22/2017

BAILEY VONDA V  
801 Water St.  
N LITTLE ROCK, AR 72117

RE: 1118 E WASHINGTON Ave, N LITTLE ROCK, AR 72114

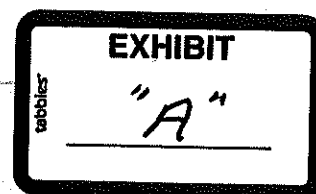
Date Issued	Fee	Amount	Amount Paid	Due Date
06/22/2017	Demolition	\$7,900.00	\$0.00	07/24/2017
06/22/2017	Asbestos Survey	\$295.00	\$0.00	07/24/2017
06/22/2017	Administration/Collection Fees	\$60.00	\$0.00	07/24/2017
06/22/2017	Postage Fee	\$42.00	\$0.00	07/24/2017
06/22/2017	Filing Fee	\$40.00	\$0.00	07/24/2017
Total Due: \$8,337.00				

PAYMENT DUE DATE: UPON RECEIPT

If payment is not received within 30 days of your receipt of this invoice a lien will be filed against the property, pursuant to AR Code Ann. 14-54-903 (b). FURTHER, if the debt is not paid within this period of time a hearing to have the debt certified for collection will then be held on 07/24/2017, at 6:00 p.m. at 300 Main Street, City Hall, 2<sup>nd</sup> floor, North Little Rock, Arkansas before the North Little Rock City Council. You have the right to attend the hearing. For more information you may call (501) 791-8581

PLEASE MAKE CHECK PAYABLE TO: CITY OF NORTH LITTLE ROCK

MAIL TO:  
NORTH LITTLE ROCK CODE ENFORCEMENT  
701 WEST 29TH  
NORTH LITTLE ROCK, AR 72114



374-7910

6/22/2017

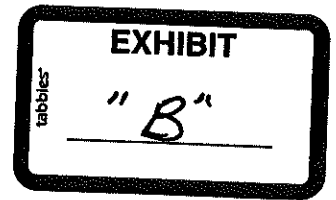


WRIGHT LINDSEY JENNINGS

200 West Capitol Avenue, Suite 2300 Little Rock, AR 72201-3699 Main 501.371.0808 Fax 501.376.9442 wlj.com

Erin S. Brogdon  
ATTORNEY

Direct: 501.212.1285 | ebrogdon@wlj.com



July 13, 2017

Jason Carter  
City Attorney  
City of North Little Rock  
300 N Main St.  
North Little Rock, AR 72114

Re: Vonda Bailey Property and River City Ministry

Dear Jason:

I am writing on behalf of my client River City Ministries ("River City"). River City has been in discussions with Mr. Vonda Bailey regarding his donation and transfer of a number of lots to River City Ministry. The lots are located adjacent to the River City's office on Washington Street in North Little Rock. Part of the negotiations involved River City taking responsibility to tear down a structure on the lot located at 1118 E. Washington Ave. The legal description of the property is Lot 1, Block 1, Loomis Addition, Pulaski County, Arkansas. Mr. Bailey and River City were aware that the City of North Little Rock (the "City") had notified Mr. Bailey that if he did not remove the structure, the City would remove it. However, Mr. Bailey and River City had also notified the City of the intent of the parties to transfer the property to River City and River City would assume responsibility to remove the structure.

River City had obtained a quote from Ken Rowe with All Season Contractors in the amount of \$3,500.00 to demolish the structure and River City had full intentions of employing the company to remove the structure upon title passing to River City. A number of factors have delayed the transfer of the property, and on approximately June 20, 2017, the City razed the structure without providing Mr. Bailey or River City with notice of the City's immediate intent. Subsequently, Mr. Bailey received a bill from the City in the amount of \$8,337.00 for the services of removing the structure.

We are writing today to ask to the City to consider the offer of \$3,500.00 to settle Mr. Bailey's bill with the City and prevent a lien from being placed on the property. We have enclosed documentation received from the City as well as the quote that River City solicited to have the structure removed.

July 13, 2017

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River City respectfully requests your office recommend this settlement to the City Council at the July 24, 2017, meeting to resolve this matter. Please do not hesitate to contact me if you or the Council requires additional information regarding this property or the proposed settlement.

Cordially yours,

WRIGHT, LINDSEY & JENNINGS LLP

A handwritten signature in black ink, appearing to read "Erin S. Brogdon". The signature is fluid and cursive, with the first name "Erin" and last name "Brogdon" clearly distinguishable.

Erin S. Brogdon

ESB/tkw  
Enclosures

EXHIBIT

tabbies

"C"

# Proposal

ALL SEASONS CONST.CO. LLC.

Kenneth L Rowe

509 E 50 th st

NLR,Ark 72117

Page. No. 1

501-952-5390

## PROPOSAL SUBMITTED TO:

Name: River City Ministry Att: Mr Paul Wilkerson  
Phone: 501 376-6694 date 12-05-2016  
Street: 1021 E Washington Ave  
City: North Little Rock  
State: Ark Zip: 72114

I propose to furnish all materials and perform all labor necessary to complete the following: Demolish All Star Bld. 1118 E Washington Ave and haul-off

All of the work is to be completed in a substantial and workmanlike manner for the sum of Three thousand five hundred Dollars (\$3500.00). Payment to be made 50% to start and 50% upon completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature Kenneth L Rowe

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which agrees to pay the amount mentioned in said proposal and according to the terms thereof.

Signature

Date