

Mayor Terry C. Hartwick

City Clerk Diane Whitbey

City Attorney Amy Fields

City Council Members

Ward 1 Debi Ross 501-753-0733
Nathan Hamilton 501-952-7679

Ward 2 Linda Robinson 501-945-8820
Maurice Taylor 501-690-6444

Ward 3 Steve Baxter 501-804-0928
Ron Harris 501-758-2877

Ward 4 Charlie Hight 501-944-0670
Vince Insalaco III 501-951-0786



“We welcome you!”

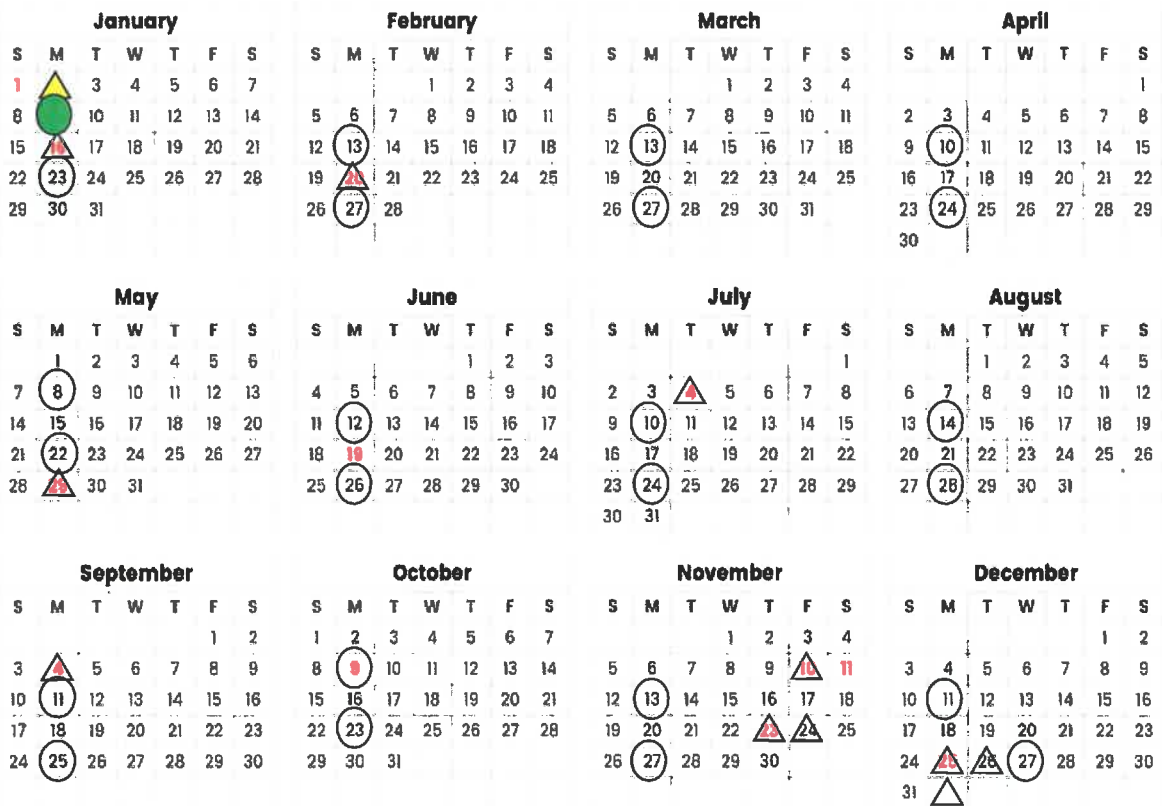
The City Council meets the 2nd and 4th Monday of each month at 6:00 p.m. in the City Council Chambers in City Hall, 300 Main Street (unless the meeting falls on a State Holiday then subject to change by City Council) For more information call 501-975-8617 or visit our website at www.nlr.ar.gov

Municipal Institutions Constitute the Strength of Free Nations.

By A. de Tocqueville

2023 Calendar

2023



Legend: Blue circle = Council Meeting, Yellow triangle = Holiday, Green circle = COVID-19

The North Little Rock City Council scheduled for Monday, January 9, 2023, will be conducted in person and electronically. This meeting will convene at 5:30 p.m.

The Mayor, City Clerk, City Attorney will be in the City Council chambers during the meeting and City Council Members have the option to participate in the meeting via ZOOM.

Because of the current COVID-19 crisis, and in accordance with Act 2 of 2020 passed by the Arkansas General Assembly on April 16, 2020, and the recent new declaration of a state-wide health emergency, Council Members will have the option of participation in the meeting via ZOOM. The Council Chambers will be open to the public, however all attendees are asked to social distance and consider wearing a mask at all times when not actively speaking.

This meeting, as with all City Council meetings, is available for viewing on the internet at <https://www.facebook.com/CityofNorthLittleRock/>, on the City of North Little Rock's website http://nlr.ar.gov/government/city_council, and on local access television.

Applicants on zoning related issues will be able to **call into the meeting or be present in the council chambers** to be available to answer any questions City Council members may have related to your application. Please call 501-500-0955 and enter the meeting ID: 967 260 919 between 5:15 p.m. and 5:45 p.m. When prompted for the participant ID, press # or wait. A staff member will get your name. You will then be muted and participate in the meeting by listening until your application is called. If there are any questions about your application, you will be unmuted and given the opportunity to speak. If you attend in person, please sign in with the City Clerk BEFORE the meeting convenes at 6:00 p.m.

Any persons who wish to speak on any agenda items, during any scheduled public hearings, or during public comment may do so by:

- (1) **Emailing the North Little Rock City Clerk's office** at CityClerkOffice@nlr.ar.gov, by 4:00 p.m. prior to the meeting. **Emails sent** to the City Clerk will be read at the meeting by request.
 - (2) Or, **call 501-500-0955 between 5:15 p.m. and 5:45 p.m.** Enter the meeting ID: 967 260 919. When prompted for the participant ID, press # or wait. A staff member will get your name, address, telephone number and the item you wish to speak on, if applicable. You will then be muted and participate in the meeting by listening until the item you signed up to speak on is called, or until the public comment portion of the meeting. At that time, you will be unmuted and given the opportunity to speak.
 - (3) Attend the meeting in person (masks and social distancing encouraged) and sign in with the City Clerk 5 minutes before the meeting is convened at 6:00 p.m.
-

“The City of North Little Rock welcomes people of diverse cultures and beliefs. Any religious viewpoint expressed during invocation, or at any other time during the meeting, reflects only the personal opinion of the speaker. It is not intended to proselytize, advance, or disparage any religious belief.”

COMMUNICATIONS

None.

PRESENTATIONS

SCHEDULED PUBLIC HEARING(S)

CITIZENS PUBLIC COMMENT ON NUMBERED LEGISLATION 3 minutes
INCLUDES ALL PUBLIC COMMENT

UNFINISHED BUSINESS

None.

CONSENT ITEMS

R-23-1 Mayor Hartwick

Declaring certain city-owned items and other equipment as surplus; providing for auction thereof

R-23-2 Mayor Hartwick

Waiving formal bidding requirements and authorizing payment to Ascentis Corporation, a sole source vendor, for the renewal of timekeeping and scheduling software of the City (*amount: \$42,728.40*)

R-23-3 Mayor Hartwick

Authorizing the Mayor and City Clerk to execute a Real Estate Purchase and Sale Agreement to purchase certain real property located at 4116 East Washington Avenue, to Godsey-Thrasher Properties LLC (*amount: \$40,000.00*)

R-23-4 Mayor Hartwick

Authorizing the Mayor and City Clerk to execute a Real Estate Contract to sell certain real property located at 929 Healy Street to Marshall Land, Jr. and Sharon R. Land (*amount: \$2,500.00*)

NEW BUSINESS

RESOLUTIONS

None.

ORDINANCES

O-23-1 Council Member Ross

Rezoning property located at 603 West 45th Street from R3 to R4 zoning classification, by amending Ordinance No. 9263 (*applicant: Journey Estate Investments LLC*)

O-23-2 Council Member Ross
Rezoning property located at 1623 Chandler Street from R3 to R4 zoning classification, by amending Ordinance No. 9263 (*applicant: Eddie Givens*)

O-23-3 Council Member Members Ross and Hamilton
Waiving Section 6.2.3 of the Zoning Ordinance (Ordinance No. 9263) to waive minimum parking requirements for property located at 101 Skyline Drive (*applicant: Tucker Land Surveying*)

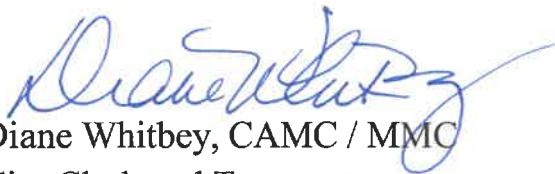
O-23-4 Council Members Hamilton, Taylor, Robinson, Baxter, Harris, and Hight
Extending the application of Commercial Plan Electric Permits subject to 2017 National Electric Code to January 31, 2023

CONVENE A PUBLIC HEARING

PUBLIC COMMENT ON NON-AGENDA ITEMS

All persons wishing to speak must have completed a public comment card and return it to the City Clerk before this meeting is convened; speakers have 3 minutes to address their topic

Respectfully submitted,



Diane Whitbey, CAMC / MMC
City Clerk and Treasurer

Words to Live by:

“Never underestimate the power you have to take your life in a new direction.”
--Germany Kent

For more information, visit our website at www.nlr.ar.gov.

To view council legislation, exhibits, etc., go to the link above, then click on the Government Tab, then select Council Agenda.

North Little Rock City Offices will be closed Monday, January 16, 2023, in observance of Dr. Martin Luther King, Jr. Day.

*Note: Sanitation routes will run one-day delayed all week per posted schedule.
(i.e. if your pickup is Monday, it will be Tuesday and so on...)*

December 27, 2022
Six o'clock P.M.
North Little Rock City Hall Council Chambers
300 Main Street
North Little Rock, Arkansas

The regular meeting of the North Little Rock City Council scheduled for Monday, December 26, 2022, and rescheduled to Tuesday, December 27, 2022, due to the Christmas holiday was called to order at 6:01 p.m. by the Honorable Mayor Terry C. Hartwick.

Council members had the option of attending the council meeting in person or participate virtually. The Council Chambers were open to the public.

The roll having been called and the following Council Members answered to their names: DEBI ROSS, NATHAN HAMILTON, MAURICE TAYLOR, LINDA ROBINSON, STEVE BAXTER, RON HARRIS, JANE GINN and CHARLIE HIGHT (8/0). Chief Deputy City Clerk/Treasurer Katelyn Thomas, Deputy City Clerk/ Treasurer Talor Shinn, and Deputy City Attorney Rick Hogan were also present.

The prayer and pledge of allegiance were led by Council Member Ginn.

On the motion of Council Member Hight and seconded by Council Member Ross, and by consent of all members present, the minutes from the North Little Rock City Council meeting scheduled for Monday, December 12, 2022, were approved, accepted and filed as prepared by City Clerk Diane Whitbey (8/0).

On the blanket motion of Council Member Baxter and seconded by Council Member Taylor, and by consent of all members present, communications #1 and 2 were accepted and filed (8/0).

1. Anita Paul, Mayor's Office – memorandum re: *Restaurant Mixed Drink Minimum Permit – New Application for Yancy's Wingz & Thingz*, 4601 E Broadway, by Lashanda Tucker.
2. Ember Strange – Chief Financial Officer / Chair Energy Risk Management Committee – memorandum to City Clerk Diane Whitbey re: Power Cost Adjustment (PCA) rate for January, 2023 - \$0.0134/kwh (positive).

PRESENTATIONS

None.

SCHEDULED PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

CONSENT AGENDA

By voice vote and all members present having voted in the affirmative, consent items R-22-270, R-22-271, R-22-272, R-22-273, R-22-274, R-22-275 and R-22-277 were adopted (8/0). R-22-276 was pulled and called under new business.

R-22-270 (RESOLUTION NO. 10449 – MAYOR HARTWICK)

A RESOLUTION CONFIRMING THE APPOINTMENT OF BRAYAN MCFADDEN TO THE NORTH LITTLE ROCK ADVERTISING AND PROMOTION COMMISSION; AND FOR OTHER PURPOSES, was adopted (8/0).

R-22-271 (RESOLUTION NO. 10450 – MAYOR HARTWICK)

A RESOLUTION REAPPOINTING CITY COUNCIL MEMBER CHARLIE HIGHT TO THE NORTH LITTLE ROCK SENIOR CITIZENS COMMISSION; AND FOR OTHER PURPOSES, was adopted (8/0).

R-22-272 (RESOLUTION NO. 10451 – MAYOR HARTWICK)

A RESOLUTION REAPPOINTING ROBERT BARNES TO THE NORTH LITTLE ROCK SENIOR CITIZENS COMMISSION; AND FOR OTHER PURPOSES, was adopted (8/0).

R-22-273 (RESOLUTION NO. 10452 – MAYOR HARTWICK)

A RESOLUTION REAPPOINTING MARLENE CALVIN TO THE NORTH LITTLE ROCK SENIOR CITIZENS COMMISSION; AND FOR OTHER PURPOSES, was adopted (8/0).

R-22-274 (RESOLUTION NO. 10453 – MAYOR HARTWICK)

A RESOLUTION REAPPOINTING ED COLEMAN TO THE NORTH LITTLE ROCK SENIOR CITIZENS COMMISSION; AND FOR OTHER PURPOSES, was adopted (8/0).

R-22-275 (RESOLUTION NO. 10454 – MAYOR HARTWICK)

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN ENHANCED COMMUNITY SERVICES AGREEMENT WITH ARGENTA ARTS FOUNDATION DBA ARGENTA DOWNTOWN COUNCIL; AND FOR OTHER PURPOSES, was adopted (8/0).
(\$227,000.00)

R-22-277 (RESOLUTION NO. 10455 – MAYOR HARTWICK)

A RESOLUTION AMENDING THE 2022 BUDGET FOR THE CITY OF NORTH LITTLE ROCK TO INCLUDE ADDITIONAL REVENUES AND EXPENSES IN CERTAIN DEPARTMENTAL

BUDGETS; AND FOR OTHER PURPOSES, was adopted (8/0). (*General Fund, Parks Fund, Sales Tax Capital Improvement Fund, and 2017 Sales Tax Capital Improvement Fund*)

NEW BUSINESS

R-22-276 (RESOLUTION NO. 10456 – MAYOR HARTWICK)

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT THE DONATION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS FROM NORTH BLUFFS DEVELOPMENT CORPORATION; AND FOR OTHER PURPOSES, was read. Council Member Ross asked why this parcel was being donated to the city. Mr. Jim Jackson advised the area is for drainage. Exhibit “A” (letter from Jim Jackson to Mayor Terry Hartwick) indicates two Parcels with a levee that is maintained by the City of North Little Rock. On the motion of Council Member Ross and seconded by Council Member Taylor, and by consent of all members present, the resolution was unanimously adopted (8/0).

Mayor Hartwick convened a public hearing on the following items: R-22-278 – 108 Marvin Street, R-22-279 – 1724 North Poplar Street, R-22-280 – 606 Gardenia Street and R-281 – 204 Healy Street. There being no one present wishing to be heard, the public hearing was adjourned.

R-22-278 (RESOLUTION NO. 10457 – MAYOR HARTWICK)

A RESOLUTION CERTIFYING THE AMOUNT OF A CLEAN UP LIEN TO BE FILED WITH THE PULASKI COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTY LOCATED AT 108 MARVIN STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Ross and seconded by Council Member Taylor, and by consent of all members present, the resolution was unanimously adopted (8/0). (*\$5,096.38*)

R-22-279 (RESOLUTION NO. 10458 – MAYOR HARTWICK)

A RESOLUTION CERTIFYING THE AMOUNT OF A CLEAN UP LIEN TO BE FILED WITH THE PULASKI COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTY LOCATED AT 1724 NORTH POPLAR STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Taylor and seconded by Council Member Baxter, and by consent of all members present, the resolution was unanimously adopted (8/0). (*\$6,213.80*)

R-22-280 (RESOLUTION NO. 10459 – MAYOR HARTWICK)

A RESOLUTION CERTIFYING THE AMOUNT OF A CLEAN UP LIEN TO BE FILED WITH THE PULASKI COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTY LOCATED AT 606 GARDENIA AVENUE IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Hight and seconded by Council Member Baxter, and by consent of all members present, the resolution was

amended as follows: *ATTACH PROOF OF PUBLICATION DATED 12/20/2022 (8/0)*. On the motion of Council Member Baxter and seconded by Council Member Harris, and by consent of all members present, the resolution was unanimously adopted (8/0). (*\$5,111.76*)

R-22-281 (RESOLUTION NO. 10460 – MAYOR HARTWICK)

A RESOLUTION CERTIFYING THE AMOUNT OF A CLEAN UP LIEN TO BE FILED WITH THE PULASKI COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTY LOCATED AT 204 HEALY STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Taylor and seconded by Council Member Robinson, and by consent of all members present, the resolution was unanimously adopted (8/0). (*\$14,696.56*)

O-22-118 (ORDINANCE NO. 9531 – COUNCIL MEMBER ROBINSON)

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 4712 ALPHA STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM C3 TO R3 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; ADOPTING AN AMENDED LAND USE PLAN FOR THE SUBJECT PROPERTY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Robinson and seconded by Council Member Taylor, and by consent of all members present, the readings were suspended (8/0). On the motion of Council Member Robinson and seconded by Council Member Taylor, and the roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted (8/0). Emergency clause unanimously adopted (8/0). (*applicant: TCB Investments, LLC*)

O-22-119 (ORDINANCE NO. 9532 – COUNCIL MEMBER ROSS)

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 904 WEST 25TH STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM C3 TO R4 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Ross and seconded by Council Member Taylor, and by consent of all members present, the readings were suspended (8/0). On the motion of Council Member Ross and seconded by Council Member Taylor, and roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted (8/0). Emergency clause unanimously adopted (8/0). (*applicant: TCB Investments, LLC*)

O-22-120 (ORDINANCE NO. 9533 – COUNCIL MEMBER TAYLOR)

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 712 AND 716 OLIVE STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM R4 TO C6 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Taylor and seconded by Council Member Robinson, and by consent of all members present, the readings were suspended

(8/0). On the motion of Council Member Taylor and seconded by Council Member Robinson, and the roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted (8/0). Emergency clause unanimously adopted (8/0). (*applicant: Vernon Williams of Garnat Engineering*)

O-22-121 (ORDINANCE NO. 9534 – COUNCIL MEMBER TAYLOR)
AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 816 OLIVE STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM R4 TO C6 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Taylor and seconded by Council Member Baxter, and by consent of all members present, the readings were suspended (8/0). On the motion of Council Member Taylor and seconded by Council Member Robinson, and the roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted (8/0). Emergency clause unanimously adopted (8/0). (*applicant: Vernon Williams of Garnat Engineering*)

O-22-122 (ORDINANCE NO. 9535 – COUNCIL MEMBER TAYLOR)
AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 902 NORTH POPLAR STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM R4 TO C6 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Taylor and seconded by Council Member Robinson, and by consent of all members present, the readings were suspended (8/0). On the motion of Council Member Taylor and seconded by Council Member Robinson, and the roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted (8/0). Emergency clause unanimously adopted (8/0). (*applicant: Vernon Williams of Garnat Engineering*)

O-22-123 (ORDINANCE NO. 9536 – COUNCIL MEMBER TAYLOR)
AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 910 NORTH POPLAR STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM R4 TO C6 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. On the motion of Council Member Taylor and seconded by Council Member Robinson, and by consent of all members present, the readings were suspended (8/0). On the motion of Council Member Taylor and seconded by Council Member Robinson, and the roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted (8/0). Emergency clause unanimously adopted (8/0). (*applicant: Vernon Williams of Garnat Engineering*)

O-22-124 (ORDINANCE NO. 9537 – COUNCIL MEMBERS HIGHT AND GINN)
AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW A CHILD CARE IN AN R2 ZONE FOR CERTAIN REAL PROPERTY LOCATED AT 1 EAST 52ND PLACE IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. Without objection, Council Member Ginn was added as a cosponsor. On the motion of Council Member Taylor and seconded by Council Member Robinson, and by consent of all members present, the readings were suspended (8/0). Council Member Baxter said “Pre-K” needed to be removed from the legislation to prevent it from having to be amended at a later date. On the motion of Council Member Baxter and seconded by Council Member Hight, and by consent of all members present, the ordinance was amended as follows:: *first whereas, strike through Pre-K* (8/0). On the motion of Council Member Hight and seconded by Council Member Ross, and the roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted as amended (8/0). Emergency clause unanimously adopted (8/0). *Note: after adoption, Deputy City Attorney Hogan advised Section 1 should have also been amended.* A motion to expunge was made by Council Member Baxter and seconded by Council Member Hight. On the previous motion and by consent of all members present, the motion to adopt and emergency clause votes were expunged (8/0). On the motion of Council Member Baxter and seconded by Council Member Harris, and by consent of all members present, the ordinance was again amended to include all references to “Pre-K” be removed as follows:: *first whereas and Section 1: strike through Pre-K* (8/0). On the motion of Council Member Baxter and seconded by Council Member Hight, and the roll having been called, the ordinance was unanimously adopted as amended (8/0). Emergency clause unanimously adopted (8/0). (*applicant: Tammy Fletcher of North River Christian Academy*)

O-22-125 (ORDINANCE NO. 9438 – COUNCIL MEMBERS HIGHT AND GINN)
AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW AN ADULT DAYCARE IN AN I1 ZONE FOR CERTAIN REAL PROPERTY LOCATED AT 5309 MCCLANAHAN DRIVE, SUITE F3, IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES, was read. Without objection, Council Member Ginn was added as a cosponsor. On the motion of Council Member Hight and seconded by Council Member Baxter, and by consent of all members present, the readings were suspended (8/0). On the motion of Council Member Hight and seconded by Council Member Hamilton, and the roll having been called, and all members present having voted in the affirmative, the ordinance was unanimously adopted (8/0). Emergency clause unanimously adopted (8/0). (*applicant: Always Promoting Independence Home Care - Toshua Shelton Wiggins*)

PUBLIC COMMENT

Mayor Hartwick presented Council Member Ginn a plaque in appreciation of her four (4) years of public service as a member of the North Little Rock City Council. Council Member Ginn thanked Mayor Hartwick and former Mayor Joe A. Smith, City Council Members, the City Attorney and staff and the City Clerk and staff. She expressed her appreciation in being able to participate as a member

of the council and wished Council Member-elect Vince Insalaco, III well when he assumes the Ward 4 seat in January, 2023. Mayor Hartwick wished everyone a Happy New Year and reminded everyone City Offices will be closed, Monday, January 2, 2023 in observance of New Year's Day. There will be a Swearing In Ceremony in the lobby of City Hall, Tuesday, January 3, 2023, at 10:00 a.m. Everyone is invited to attend. Council Member Baxter said Mr. James Ard wished everyone a Happy New Year from Batesville.

There being no further business to come before the Council, and on the motion of Council Member Hight and seconded by Council Member Ross, and by consent of all members present, the meeting was adjourned at 6:26 p.m. (8/0), until the next regularly scheduled meeting to be held on Monday, January 9, 2022, at six o'clock p.m. in the City Council Chambers in City Hall, located at 300 Main Street, North Little Rock, Arkansas.

APPROVED: _____
MAYOR TERRY C. HARTWICK

ATTEST: _____
DIANE WHITBEY, CITY CLERK

R-23- 1

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN CITY-OWNED ITEMS AND OTHER EQUIPMENT AS SURPLUS; PROVIDING FOR AUCTION THEREOF; AND FOR OTHER PURPOSES.

WHEREAS, from time to time, the City of North Little Rock (“the City”) has been given or purchased certain items and pieces of equipment and disposes of the same through internet auction pursuant to Ark. Code Ann. § 14-54-302(e)(1)(A); and

WHEREAS, the City has now accumulated a surplus of certain items and pieces of equipment that are no longer needed by the City, and there is a need to dispose of these items through an auction (see Exhibit A attached hereto); and

WHEREAS, GovDeals provides a unique, state-of-the art, online auction service which allows cities to conduct online transactions for the sale of surplus, abandoned and confiscated equipment and property utilizing the global reach of the internet; and

WHEREAS, it is in the best interests of the City and its residents that the subject surplus city-owned items and equipment which have been accumulated be disposed of through the GovDeals online auction website.

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

SECTION 1: That the items listed on Exhibit A attached hereto, and incorporated herein by reference, are hereby declared to be surplus equipment, and the Director of Commerce is directed to sell the items at an auction through GovDeals, an online auction website utilized by municipalities nationwide for the sale of surplus equipment.

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

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:


ATTEST:

Terry C. Hartwick

Mayor Terry C. Hartwick

Diane Whitbey, City Clerk

APPROVED AS TO FORM:


Amy Beckman Fields, City Attorney

PREPARED BY THE NLR COMMERCE DEPARTMENT/
FORMATTED BY THE OFFICE OF THE CITY ATTORNEY

FILED	<u>10:00</u> A.M.	_____ P.M.
By	<u>A. Fields</u>	
DATE	<u>1-3-23</u>	
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas		
RECEIVED BY	<u>S. Ussery</u>	

EXHIBIT A
ITEMS FOR AUCTION #83

Vehicle Maintenance Department

Lot	Quantity	Size	Brand	Date Codes
516	4	LT 245-75-17	Michelin LTX A/T	4020-3820-3720-4020
517	4	p275-55-20	Firestone Firehawk	2021-5021-5021-5021
518	4	LT 265-65-17	Goodyear Adventurer	2518-2518-2518-0618
519	4	p245-55-18	Goodyear Enforcer	0420-2020-3021-1820
520	4	p265-60-17	Goodyear Enforcer	1021-1222-1422-1021
521	4	p265-65-18	Michelin Primacy LTX	0121-4920-0121-4420
533	4	p245-55-18	Goodyear Enforcer	0221-0420-3021-0420
596	4	LT 245-75-17	Michelin LTX A/T	4020-3820-3720-4020
597	4	p275-55-20	Firestone Firehawk	2021-5021-5021-5021
598	4	LT 265-70-17	Goodyear Adventurer	2518-2518-2518-0618
599	4	p245-55-18	Goodyear Enforcer	0420-2020-3021-1820
600	4	p265-60-17	Goodyear Enforcer	1021-1222-1422-1021
601	4	p265-65-18	Michelin Primacy LTX	0121-4920-0121-4420
602	4	p245-55-18	Goodyear Enforcer	0221-0420-3021-0420

IT Department

How Many	Item	Brand	Model #	Working	Hard Drive Removed
2	Computer	HP	Z230 Tower	N/A	Yes
1	Laptop	Panasonic	CF-30	N/A	Yes
1	Monitor	HP	LP2465	N/A	N/A
2	Monitor	HP	LE2201W	N/A	N/A
1	Monitor	HP	P240VA	N/A	N/A
1	Monitor	HP	COMPAQ LA2405X	N/A	N/A
1	Monitor	HP	PRODISPLAY P232	N/A	N/A
1	Monitor	HP	P240VA	N/A	N/A
1	Monitor	LG	24LB4510	N/A	N/A
4	Monitor	HP	V241	N/A	N/A
4	Monitor	HP	LA2405WG	N/A	N/A
1	Monitor	HP	LE2201W	N/A	N/A
1	Monitor	HP	P244	N/A	N/A
2	Receivers for Meter Reading	Sensus		N/A	N/A

Dept.	Quantity	Item	Condition
Neighborhood Services	1	Tiller	Not running at this time.
Parks	1	8 Mini Jets Ride	Needs some repairs
Hays Center		Pipes Removed but still usable	Still Usable

RESOLUTION NO. _____

A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO ASCENTIS CORPORATION, A SOLE SOURCE VENDOR, FOR THE RENEWAL OF TIMEKEEPING AND SCHEDULING SOFTWARE FOR THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of \$35,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, Ascentis Corporation, 11995 Singletree Lane, Suite 400, Eden Prairie, Minnesota 55344, owns the NOVATime software currently used by the City of North Little Rock (the "City") for timekeeping and scheduling; and

WHEREAS, the NOVATime software must be renewed yearly; and

WHEREAS, the cost of the renewal is Forty Two Thousand Seven Hundred Twenty Eight and 40/100 Dollars (\$42,728.40) (see Invoice attached hereto as Exhibit A).

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

SECTION 1: That formal bidding is hereby waived in connection with the renewal of NOVATime Technology, Inc. software for a total amount of Forty Two Thousand Seven Hundred Twenty Eight and 40/100 Dollars (\$42,728.40).

SECTION 2: That the cost of the software shall be paid from the 2023 IT Department Budget.

SECTION 3: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: 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
Mayor Terry C. Hartwick *by AF*

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:00</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>1-3-23</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>Sussery</u>			



Ascentis Corporation
11995 Singletree Lane Suite 400
Eden Prairie, MN 55344
 Federal ID : 91-1630801

INVOICE



Invoice No : SI-137596
 Invoice Date : 12/27/2022
 Due Date : 01/26/2023
 Terms : Net 30
 Customer ID : 14730
 PO No :

BILL TO:
City of North Little Rock
 120 Main St
 North Little Rock, AR 72114

SHIP TO:
City of North Little Rock
 2525 Main St
 North Little Rock, AR 72114

SALES ORDER NO	CRM ID	PACKING SLIP NO	TRACKING NO	SHIP DATE
	NEU17067			

For questions regarding this invoice, please email billing@ascentis.com.

ITEM	DESCRIPTION	START DATE	END DATE	UNIT	QTY	UNIT PRICE	AMOUNT
NOVA5000-1000	SaaS-UB-Time-NOVA5000 Standard Services	01/01/2023	12/31/2023	Year	12	2,100.00	25,200.00
NOVA5000-FMLA	SaaS-UB-Time-NOVA5000 FMLA Module	01/01/2023	12/31/2023	Year	12	700.00	8,400.00
NOVA5000-SFTP	SaaS-UB-Time-NOVA5000 SFTP Service	01/01/2023	12/31/2023	Year	12	50.00	600.00
NOVA5000-500	SaaS-UB-Time-NOVA5000 Standard Services 100 Additional Employees	01/01/2023	12/31/2023	Year	12	210.00	2,520.00
NOVA5000-FMLA	SaaS-UB-Time-NOVA5000 FMLA Module 100 Additional Employees	01/01/2023	12/31/2023	Year	12	70.00	840.00
TIME-HW-SAM-G-NT	Maint-Time-Annual Hardware Maintenance, Gold	01/01/2023	12/31/2023	Year	1	4,720.00	4,720.00
SUBTOTAL							\$42,280.00
Sales Tax							\$448.40



Ascentis Corporation
11995 Singletree Lane Suite 400
Eden Prairie, MN 55344
Federal ID : 91-1630801

INVOICE

Invoice No : SI-137596
Invoice Date : 12/27/2022
Due Date : 01/26/2023
Terms : Net 30
Customer ID : 14730
PO No :

TOTAL	\$42,728.40
PAYMENT	\$0.00
TOTAL DUE	\$ 42,728.40

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT TO PURCHASE CERTAIN REAL PROPERTY LOCATED AT 4116 EAST WASHINGTON AVENUE IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS TO GODSEY-THRASHER PROPERTIES LLC; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code Ann. § 14-54-302 authorizes the City to purchase real property when authorized by a resolution approved by a majority vote of the City Council present and participating; and

WHEREAS, Godsey-Thrasher Properties LLC owns and desires to sell real property located at 4116 East Washington Avenue in the City, more particularly described in the Real Estate Contract attached hereto as Exhibit A (see survey attached hereto as Exhibit B); and

WHEREAS, Godsey-Thrasher Properties LLC has offered to sell the Property to the City of North Little Rock (“the City”) for the sum of Forty Thousand and 00/100 Dollars (\$40,000.00), and it is in the best interests of the City and its residents to purchase the Property.

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 execute a Real Estate Contract (substantially similar to Exhibit A attached hereto) and to purchase the property from Godsey-Thrasher Properties LLC.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute all documents necessary to effect the completion of the herein stated sale; with all contracts/agreements to be reviewed and approved by the City Attorney prior to execution.

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:

ATTEST:

TERRY C Hartwick
Mayor Terry C Hartwick *by AT*

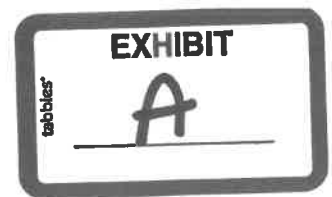
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:00</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>1-3-23</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Ussery</u>			



REAL PROPERTY PURCHASE AND SALE AGREEMENT

This **REAL PROPERTY PURCHASE AND SALE AGREEMENT** ("Agreement") is made and entered into on this ____ day of _____, 2023 (the "Effective Date") by and between **GODSEY-THRASHER PROPERTIES LLC**, (the "Sellers") and the **CITY OF NORTH LITTLE ROCK, ARKANSAS**, an incorporated city of the first class (the "Buyer").

1. **Sale and Purchase of Property.** Sellers agree to grant, bargain, sell, and convey and Buyer agrees to purchase on the terms hereafter stated, all of Sellers' rights, titles, and interests in and to the following described property (the "Property"):

Part of the Fractional SE 1/4 of the SE 1/4 of Section 31, Township 2 North, Range 11 West, in the City of North Little Rock, in Pulaski County, Arkansas, described as follows: Commence at the Southwest corner of the said Section 31; thence East, 3945 feet; thence North 70 degrees 44 minutes East, 280.8 feet; thence North 55 degrees 33 minutes East, 160.4 feet to the point of beginning; thence North 63 degrees 20 minutes West, 145.1 feet; thence South 61 degrees 21 minutes West, 10 feet; thence North 39 degrees 16 minutes West, 40.65 feet to a point 30 feet from the centerline of Anderson Mill Turnpike (Washington Avenue); thence North 58 degrees 09 minutes East, 30 feet from and parallel to said centerline of Anderson Mill Turnpike, 83.05 feet to a point which is South 58 degrees 09 minutes West, 349 feet from the centerline of the St. Louis Southwestern Railroad; thence South 30 degrees 42 minutes East, 62 feet; thence South 36 degrees 54 minutes East 103.2 feet to the point of beginning (Parcel No. 23N0450007400)

2. **Purchase Price.** Buyer shall pay the sum of **Forty Thousand & 00/100 Dollars (\$40,000.00)** for the Property (the "Purchase Price"). The Purchase Price shall be paid in full at the Closing by certified check, wire transfer, or other delivery of immediately available funds. The Earnest Money shall be credited to the Purchase Price at Closing. Unless an earlier date and time has been mutually agreed to in writing by Buyer and Sellers, the closing (the "Closing") shall occur as soon as possible at the offices of the Title Company but in any event, no later than _____ (the "Closing Date").

3. **Title Insurance.** Within _____ (____) days of the Effective Date, Sellers, at their sole cost, shall furnish to Buyer a commitment for an American Land Title Association ("ALTA") owner's title insurance policy in the amount of the Purchase Price issued by the Title Company as agent for a company authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer (the "Title Commitment").

Where the Title Commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the Property, then within ten (10) days of delivery of the Title Commitment and Boundary Survey described hereafter, Buyer shall deliver written notice of

objections to Sellers. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer. Within ten (10) days of Buyer's delivery of notice of objections to Sellers, Sellers may cure such objections or have the exceptions waived or removed by the Title Company issuing the commitment. If Sellers fail to timely cure and/or have waived such objections and exceptions, or if Sellers deliver written notice to Buyer that it will not so cure, then, within ten (10) days from delivery of such notice from Sellers or the end of the period within which Sellers may cure (whichever is applicable), Buyer shall have the option to:

- (a) Terminate this Agreement by delivering written notice thereof to Sellers, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- (b) Purchase the Property subject to such objections and exceptions with no reduction in the Purchase Price; or
- (c) Agree to extend the closing date for ten (10) days to give Sellers additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Sellers shall cause the Title Company to deliver the marked down Title Commitment or Pro Forma policy at Closing and the committed owner's title insurance policy as soon as practicable after closing, and Sellers shall pay all expenses related to the issuance of the owner's title insurance policy.

4. **Buyer's Review Period.** For the period of time beginning on the Effective Date and terminating at the expiration of sixty (60) days after the Effective Date, Buyer or its agent(s) shall be entitled to conduct such reviews related to the Property and inspections of the Property as Buyer deems necessary, including, without limitation, title review, survey review, environmental review, soil composition analysis, an appraisal of the value of the Property, financing analyses, feasibility studies, traffic analyses, etc. (the "Buyer's Review Period"). During Buyer's Review Period, Buyer or its agents shall have the right to enter upon the Property to perform non-destructive tests such as, but not limited to, soils testing, environmental studies, or any other tests that might be necessary to help determine the feasibility of the Property, subject, however, to Sellers' prior approval of each such inspection and test and location thereof (which approval shall not be unreasonably withheld, delayed or conditioned). In the event that Buyer is dissatisfied with the results of Buyer's review or otherwise determines that the Property is not feasible for its purposes in its discretion, Buyer shall deliver written notice thereof to Sellers prior to expiration of Buyer's Review Period, and this Agreement shall terminate, the Earnest Money shall be promptly refunded to Buyer and neither Buyer nor Sellers shall have any further obligation to the other pursuant to this Agreement, or otherwise.

5. **Conveyance.** Unless otherwise specified, conveyance of the Property shall be made to Buyer by warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of the Property. Such conveyance shall include all mineral rights, if any, owned by Sellers concerning and located on the property. It is

the responsibility of the Buyer to independently verify and investigate the existence or nonexistence of mineral rights and any legal ramifications thereof. Sellers warrant and represents only signatures set forth below are required to transfer legal title to the Property. Sellers also warrant and represent that Sellers have peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient special warranty deed, free from any liens, leaseholds or other interests.

6. **Representations and Warranties of Sellers and Buyer.**

(a) Sellers represent, warrant and agree that:

- (1) Sellers have the power and authority to sell and convey the Property and, prior to the Closing, shall have taken all actions required for the consummation of the transactions contemplated by this Agreement.
- (2) No other consent or approval is required in order to make this Agreement a legal, valid and binding obligation of Sellers.
- (3) No services, material or work have been supplied, or as of the Closing Date will have been supplied to the Property for which payment (or arrangements satisfactory to Buyer for payment) has not been made. If, subsequent to the Closing Date, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Property, or any portion thereof as a result of labor or material supplied to the Property prior to the Closing Date, within twenty (20) days after notice to Sellers of the filing thereof, Sellers shall take such action, by bonding, deposit, payment or otherwise, as will remove or satisfy such lien of record against the Property and Sellers shall indemnify and hold Buyer harmless from and against all costs, fees, expenses, judgments and liabilities in arising from or in connection with such liens, charges or order for payment.
- (4) To the Sellers' knowledge, there is no pending, threatened or proposed litigation, claim, cause of action, investigations, action, legal or administrative proceeding or condemnation proceeding affecting or relating to the Property.
- (5) To Sellers' knowledge, all taxes, assessments, special assessments (including all special improvement district assessments) due for years prior to the year of Closing have been paid in full.
- (6) There are no contracts for the purchase, outstanding options to purchase, or rights of first refusal to purchase, the Property or any portion thereof nor any other outstanding agreements, notes, mortgages, leases or indenture of lease affecting the Property which will not be fully released and satisfied at or before Closing.

(b) Buyer represents, warrants and agrees that:

- (1) Buyer has the power and authority to enter into this Agreement.

(2) No other consent or approval is required in order to make this Agreement a legal, valid and binding obligation of Buyer.

(c) **Survival.** All representations, warranties, covenants, indemnities and agreements contained in this Agreement shall survive the Closing and shall not be merged into any deed, assignment or other instrument or document delivered in connection with the transaction contemplated hereby; provided however, that Buyer must give Sellers notice of any claim arising under the Agreement within one (1) year of Closing. Sellers must likewise give Buyer notice of any claim arising under this Agreement within one (1) year of closing; *except* that in the case of improper construction, Sellers must give Buyer notice within two-years of the date that the construction is substantially completed.

7. **Pro Rations.** Taxes and special assessments due on or before the Closing Date shall be paid by Sellers. Insurance, general taxes and special assessments shall be prorated as of the Closing Date, unless otherwise specified herein.

8. **Costs, Brokers and Termination.** The closing costs for the transaction contemplated herein shall be split among the parties as follows:

Sellers:

Title examination or search fees
Premium for owner's title insurance
IRS notification form
Preparation of conveyance documents
One-half of escrow fees,
One-half of documentary stamps,
Other charges customarily paid by Sellers.

Buyer:

Premium for mortgagee's title insurance, if any
Recording fees
One-half of escrow fees
One-half of documentary stamps,
Other charges customarily paid by Buyer.

9. **Contingencies.** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies listed below within the deadline indicated for each contingency. Buyer shall notify Sellers in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency has been satisfied, then this Agreement shall be void, and the Earnest Money shall be refunded to Buyer, and Buyer and Sellers shall have no further obligation to each other.

10. **Possession.** Possession of the Property shall be delivered to Buyer upon the Closing.

11. **Miscellaneous.**

(a) **Notices.**

(1) All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and mailed to the party to which the notice, demand or request is being made by postage, prepaid, certified or registered mail, return receipt

requested, as follows:

IF TO SELLERS: Godsey-Thrasher, LLC
1412 Main St
North Little Rock, Arkansas 72114
(501) _____

IF TO BUYER: City of North Little Rock
300 Main Street
North Little Rock, AR 72114
Attn: Robert Birch
(501) 516-0839

- (2) Any such notice, demand or request shall be deemed to have been rendered or given on the date of mailing.
 - (3) Notice of any address change shall be given in accordance with the provisions of this Section.
- (b) Environmental Representation. Sellers warrant and represent that, to their actual knowledge, the Property is not now nor are Sellers aware that it has ever been used for the purpose of disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any petroleum, petroleum derived products and/or hazardous waste or hazardous substance and/or toxic waste or toxic substance (except for such substances as may be legally permitted for use in connection with a Seller's business operation), as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601 *et seq.*, or the Superfund Amendments and Reauthorization Act, Public Law 99-499, as amended, or any other applicable federal, state or local environmental law, regulation, code or ordinance, to its actual knowledge, there are no pollutants, contaminants or hazardous or toxic wastes, substances or materials present (except those which occur solely due to their natural presence in the Property) in, on or under the Property, to its actual knowledge, the Property does not contain any underground storage tanks in, on or under the surface of any portion thereof and the Property has never contained any such tanks and, to its actual knowledge, the Property is free from all asbestos (excepted as noted below), petroleum, petroleum derived products and other hazardous materials in excess of lawful limits.
- (c) Entire Agreement. This Agreement and any exhibits attached hereto contain all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written understandings. All provisions of this Agreement shall survive the Closing.
- (d) Acceptance. This Agreement may not be changed, modified or terminated except by an instrument executed by the parties hereto.

- (e) Waiver. No waiver by either party of any failure or refusal of the other party to comply with any of its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- (f) Assignment. This Agreement may not be assigned to Buyer unless written consent of Sellers is obtained, such consent not to be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (g) Section Headings. The headings of the various Sections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provisions of this Agreement.
- (h) Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Arkansas applicable to contracts made and to be performed wholly within that State.
- (i) Time. Buyer and Sellers agree time is of the essence with regard to all times and dates set forth in this Agreement. Unless otherwise specified, days as it appears in this Agreement shall mean calendar days. Further, all times and dates set forth in this Agreement refer to Arkansas Central time and date.
- (j) Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original. It is understood by the parties hereto that this Agreement may be executed in multiple counterparts which, when collectively read together, shall constitute a single document which is binding upon all parties hereto. It is further understood that counterparts of this document may bear facsimile transmission signatures and that facsimile versions of such signatures shall be equally enforceable as original versions thereof.
- (k) FIRPTA Compliance, Tax Reporting. Buyer and Sellers agree to disclose on or before the Closing, to the Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Sellers shall execute all documents required by such Closing Agent to document compliance with the AIRPTA and all other applicable laws. Buyer and Sellers agree that nothing in this Agreement is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4 to (i) be the “reporting person” under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Sellers will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

This **REAL PROPERTY PURCHASE AND SALE AGREEMENT** is executed and effective as of the day and year first above written.

SELLERS:

BUYER:

City of North Little Rock, Arkansas

By _____
Judi Godsey

By _____
Terry C Hartwick , Mayor

ATTEST:

By _____

Diane Whitbey, City Clerk

ACKNOWLEDGEMENT

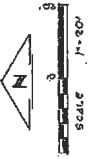
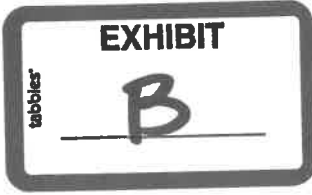
STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this day personally appeared before me, a Notary Public within and for the State and County aforesaid, Judi Godsey, property owners, who acknowledged they voluntarily executed the foregoing instrument for the purposes therein contained.

Dated this _____ day of _____, 2023.

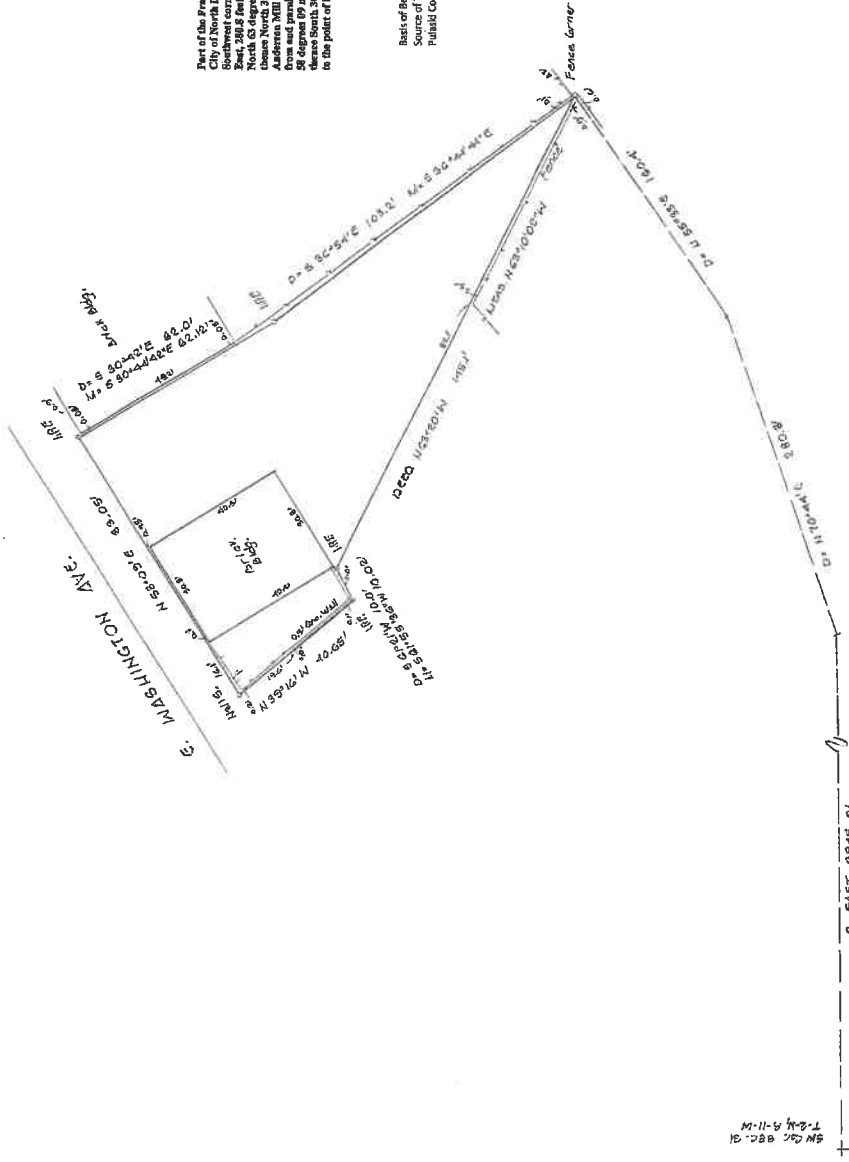
Notary Public

My Commission Expires: _____



Part of the Fractional RE1/4 of Section 31, Township 2 North, Range 11 West, in the City of North Little Rock, in Pulaski County, Arkansas, described as follows: Commence at the East corner of the lot containing the residence of Mrs. J. H. ... (text continues with bearings and distances for various lines and corners).

Best of Bearings: GPS Observation
 Source of True: Special Warranty Deed recorded as: 2006-02712 dated 3/27/2006 records of Pulaski County, Arkansas.



PROPERTY SURVEY
 For Use & Benefit:
 Godfrey Thresher Properties, LLC
 Property Address: 4116 E Washington, North Little Rock, AR
 Date: February 5, 2021 Scale: 1" = 20'
Brooks Surveying, Inc.
 2820 Ave. Steel Pkwy
 Hermitage, TN 37057
 Email: brooksurvey@aol.com

DISCLAIMER
 This survey was made under my supervision on February 5, 2021 and to my opinion of the property lines of land indicated herein. This survey was done to the standards set forth by the State of Arkansas Land Survey Office. No utilities were located unless otherwise noted herein. The presence of any underground utilities is not noted on this survey. Survey plat is to be used only in the particular shown herein and no other use is intended under any circumstances.



5N 2N 88C 91
 T-2-24 A-11-W

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REAL ESTATE CONTRACT TO SELL CERTAIN REAL PROPERTY LOCATED AT 929 HEALY STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS TO MARSHALL LAND, JR. AND SHARON R. LAND; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code Ann. § 14-54-302 authorizes the City to sell its real property when authorized by a resolution approved by a majority vote of the City Council present and participating; and

WHEREAS, the City of North Little Rock (“the City”) owns and desires to sell real property located at 929 Healy Street in the City, more particularly described in the Real Estate Contract attached hereto as Exhibit A (see map attached hereto as Exhibit B); and

WHEREAS, Marshall Land, Jr. and Sharon R. Land have offered to pay the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for the Property.

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 execute a Real Estate Contract (substantially similar to Exhibit A attached hereto) and to sell the property to Marshall Land, Jr. and Sharon R. Land.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute all documents necessary to effect the completion of the herein stated sale; with all contracts/agreements to be reviewed and approved by the City Attorney prior to execution.

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:

ATTEST:

Terry C. Hartwick

Mayor Terry C. Hartwick

Diane Whitbey, City Clerk

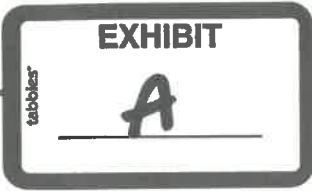
APPROVED AS TO FORM:



Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	10:00	A.M.	_____	P.M.
By	A. Fields			
DATE	1-3-23			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	S. Ussery			



Real Estate Contract (Lots and Acreage)

Page 1 of 11



Form Serial Number: 086175-700167-0949963

1. PARTIES: MARSHALL LAND, JR.
SHARON R. LAND (individually, or collectively, the "Buyer")

offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION: Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract terminated with both parties agreeing to sign a Termination of Contract Addendum and Buyer to recover Earnest Money.

A. ADDRESS: 929 HEALY STREET, NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS

B. FULL LEGAL DESCRIPTION: LOT 28 BLOCK 3 GREENLEA SUBDIVISION, NORTH LITTLE ROCK, PULASKI COUNTY, ARKANSAS. TAX PARCEL NUMBER 23N0650003600.

3. PURCHASE PRICE: Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): (select one of the following four options)

- total purchase price, \$ 2,500.00
- or;
- price per acre, \$ _____
- or;
- price per square foot, \$ _____
- or;
- price per front foot \$ _____

A. PURCHASE PURSUANT TO NEW FINANCING: Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price, Down payment, loan amount, interest rate and other terms of financing to be negotiated between Buyer and creditor.

OTHER: Subject to Buyer's ability to obtain financing as follows:

B. PURCHASE PURSUANT TO CASH:

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.

Real Estate Contract (Lots and Acreage)

Page 2 of 11



Copyright
2023
Arkansas
REALTORS®
Association

Form Serial Number: 086175-700167-0949963

4. AGENCY: (check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- E. NON-REPRESENTATION:** See attached Non-Representation Disclosure Addendum. If item E is checked it should be accompanied by a corresponding entry to Paragraph 31 B or C.

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- 5. LOAN AND CLOSING COSTS:** Unless otherwise specified, all Buyer's Closing costs, including origination fee, assumption fees, loan costs, prepaid items and loan discount points, closing fee, and all other financing fees and costs charged by Buyer's creditor or any additional fee charged by Closing Agent(s) are to be paid by Buyer. Seller to pay Seller's Closing costs.

CLOSING WILL BE AT BEACH ABSTRACT & TITLE COMPANY.

- 6. APPLICATION FOR FINANCING:** If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide creditor with any requested information and pay for any credit report(s) and appraisal(s) required, upon request. Unless otherwise specified, if said loan is not consummated or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to consummate is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. EARNEST MONEY:

- A. Yes, see Earnest Money Addendum.
 B. No.

- 8. NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be co-mingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of:

- A. The Deposit is not applicable.
 B. Buyer will pay to Seller the Deposit in the amount of \$ _____
 i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.
 ii. Other: _____

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9. **CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 20. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only the signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.
10. **SOIL TESTING FOR SEPTIC OR SEWAGE SYSTEM:** Buyer has been given the opportunity to obtain a soil percolation, soil morphology test or sewage system permit meeting the Arkansas Department of Health regulations concerning septic systems or other sewage treatment systems. Should Buyer decline to obtain any of the above, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any matters relative to obtaining such test, permit or the ability to construct an improvement on the described Property that may exist or be discovered (or occur) after Closing.
- A. No soil percolation or soil morphology test or septic system permit shall be provided.
- B. A soil percolation or soil morphology test will be conducted by a Designated Representative of the Arkansas Department of Health and certified to Buyer within _____ days prior to Closing. A satisfactory soil percolation or soil morphology test does not guarantee a septic system permit will be issued in the future. Test to be provided and paid for by:
 Buyer Seller.
- C. A septic system permit will be issued by the Arkansas Department of Health for a _____ Bedroom Standard System certified within _____ days prior to Closing. Buyer, or Buyer's Representative, to mark location of home or be present when test is conducted. Both the tests and permit will be provided and paid for by:
 Buyer Seller.
- D. Seller will provide Buyer with a copy of the existing valid septic system permit within three (3) business days of acceptance of this Real Estate Contract after which Buyer is to have ten (10) business days to review and accept the permit. If permit issuance date is greater than six (6) months or if the permit date will expire prior to Closing date, Seller shall have the permit revalidated by the Arkansas Department of Health.

Should Buyer not be satisfied, acting with sole discretion, with any test or permit that may be required by Paragraph 10B, 10C or 10D, Buyer shall have all rights provided by Earnest Money Addendum of this Real Estate Contract.

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11. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 11A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

A. New survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, showing property lines only showing all improvements, easements and any encroachments will be provided and paid for by:
 Buyer Seller Equally split between Buyer and Seller.

B. No survey shall be provided.

C. Other: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

12. TITLE REQUIREMENTS: As per RESPA AND CONSUMER FINANCIAL PROTECTION BUREAU (CFPB) requirements, Buyer and Buyer's Lender have the right to determine where Buyer or Buyer's Lender will purchase title insurance and other settlement services.

Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

A. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance costs in excess of the cost of a standard owner's title policy.

B. Buyer and Seller to equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price); however, if Buyer and Seller choose to close at different title companies, and/or if Buyer pays cash, subparagraph (A) above would control as to the allocation of title insurance costs. In the event the Loan Amount exceeds the Purchase Price, Buyer agrees to pay any additional title insurance premium in excess of Purchase Price.

C. Other: **BUYER WILL BE SOLELY RESPONSIBLE FOR TITLE INSURANCE, IF BUYER DESIRES TITLE INSURANCE.**

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

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13. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein.

14. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed and Buyer's completion, signing and delivery to Seller (or Closing Agent agreed to by Buyer & Seller) of all loan, closing documents, and Purchase Price funds required to be executed or delivered by Buyer (the "Closing"). Buyer and Seller agree the Closing date will be (month) January (day) 20, (year) 2023. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's closing disclosure or other settlement statement(s) to Listing Firm (in addition to Seller) and Buyer's closing disclosure or other settlement statement(s) to Selling Firm (in addition to Buyer) so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 20 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 14 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

15. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

16. POSSESSION: Possession of the Property shall be delivered to Buyer:

- A. Upon the Closing.
- B. Delayed Possession. (See Delayed Occupancy Addendum attached)
- C. Prior to Closing. (See Early Occupancy Addendum attached)

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17. OTHER CONTINGENCY:

A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed that Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

B. This Real Estate Contract is contingent upon:

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (Select one):

(i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum, (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 6, 10, 11, 19, and 21B refer to the time Buyer removes the contingency.

(ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.

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18. BUYER'S DISCLAIMER OF RELIANCE:

- A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY, AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

- B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

19. SELLER PROPERTY DISCLOSURE:

- A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
- D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 18 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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20. OTHER:

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.

22. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

23. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

24. SEVERABILITY: The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

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- 25. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 26. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 27. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date. If any Closing provided in this Real Estate Contract shall fall on a Saturday, Sunday or date upon which banks are not open in Arkansas, such performance shall be due on the first day thereafter.
- 28. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 28) that all prevailing party (or parties if more than one) shall be entitled to an award of all costs and attorney's fees incurred in prosecution or defense of such initiated action against the non-prevailing party (or parties if more than one).
- 29. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.
- 30. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045.4 to: (i) be the "reporting person" under state and federal laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- 31. LICENSEE DISCLOSURE:** Check all that apply.
- A. Not Applicable.
- B. One or more parties to this Real Estate Contract acting as a Buyer Seller hold a valid Arkansas Real Estate License.
- C. One or more owners of any entity acting as Buyer Seller hold a valid Arkansas Real Estate License.
- 32. EXPIRATION:** This Real Estate Contract expires if not accepted on or before (month) December (day) 30, (year) 2022, at 4:30 (a.m.) (p.m.).

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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2023.

FORM SERIAL NUMBER: 086175-700167-0949963

REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT AREC.ARKANSAS.GOV.

The above Real Estate Contract is executed on:

(month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Selling Firm

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: **MARSHALL LAND, JR.**
Buyer

Principal or Executive Broker (AREC License # _____)

(Broker email: _____)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: **SHARON R. LAND**
Buyer

Selling Agent (AREC License # _____)

(Agent email: _____)

(Agent cell number: _____)

The above Real Estate Contract is executed on:

(month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Listing Firm

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: **CITY OF NORTH LITTLE ROCK**
Seller

Principal or Executive Broker (AREC License # _____)

(Broker email: _____)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____
Seller

Listing Agent (AREC License # _____)

(Agent email: _____)

(Agent cell number: _____)

The above offer was rejected counteroffered (Form Serial Number _____)

Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Seller's Initials _____

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Seller's Initials _____

CITY OF NORTH LITTLE ROCK ARKANSAS X
Parcel: 23N-065.00-036.00
Address: 929 HEALY ST
N LITTLE ROCK AR. 721174537
Acres: 0
Last Sale Date: 02/09/2010
Last Sale Price: \$4,000.00
[View Parcel Page](#)
[Comparables](#)

tabbles
EXHIBIT
B



ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 603 WEST 45TH STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM R3 TO R4 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, application was duly made by Journey Estate Investments LLC, 2201 Black River Road, North Little Rock, Arkansas 72116, seeking a rezone of the herein described land to recognize two existing single family homes on a single lot located at 603 West 45th Street, which application was duly considered and approved (7 affirmative votes; 2 absent) by the North Little Rock Planning Commission at a regular meeting thereof held on December 13, 2022.

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

SECTION 1: That Ordinance No. 9263 of the City of North Little Rock, Arkansas (“the Zoning Ordinance”) is hereby amended by changing the classification of certain land from R3 to R4 zone, said property being located at 603 West 45th Street in North Little Rock, Pulaski County, Arkansas and more particularly described as:

LOT 18 OF THE J.L. FRANKS ADDITION TO THE CITY OF NORTH LITTLE ROCK, PULASKI COUNTY, AR (See maps collectively attached hereto as Exhibit A)

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3: That the provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: It is hereby found and determined that the rezoning of the above-described land as provided for herein is immediately necessary in order to insure the proper and orderly growth of this land and of the City of North Little Rock, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Debi Ross
 Council Member Debi Ross *by AT* _____
 Diane Whitbey, City Clerk

APPROVED AS TO FORM:

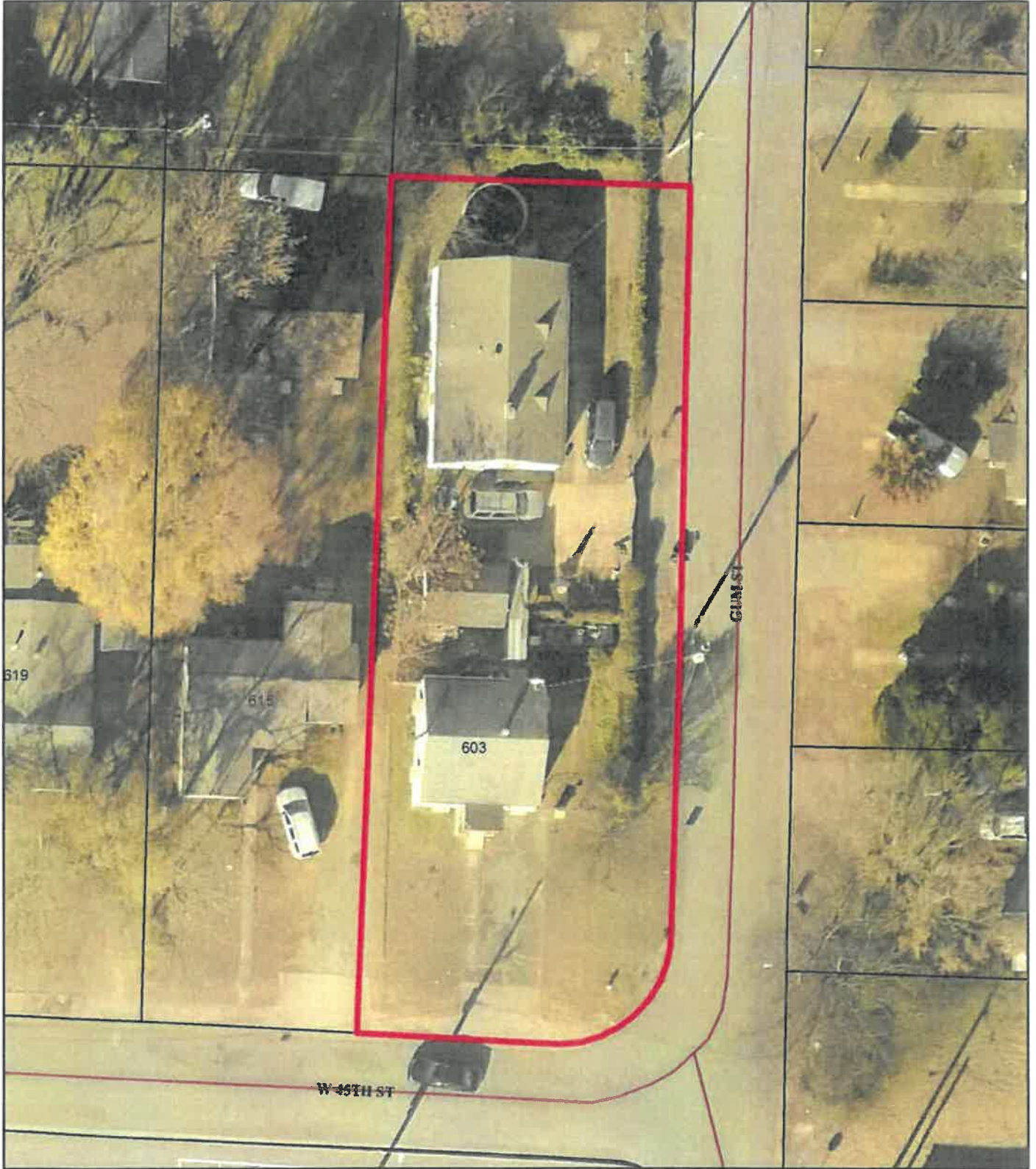
Amy Beckman Fields
 Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

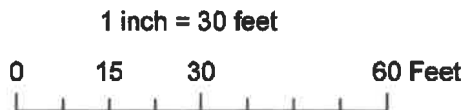
FILED	<u>10:00</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>1-3-23</u>			
Diane Whitbey, City Clerk and Collector				
North Little Rock, Arkansas				
RECEIVED BY	<u>S. L. Ssery</u>			

Rezone Case #2022-32

EXHIBIT
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tabbles

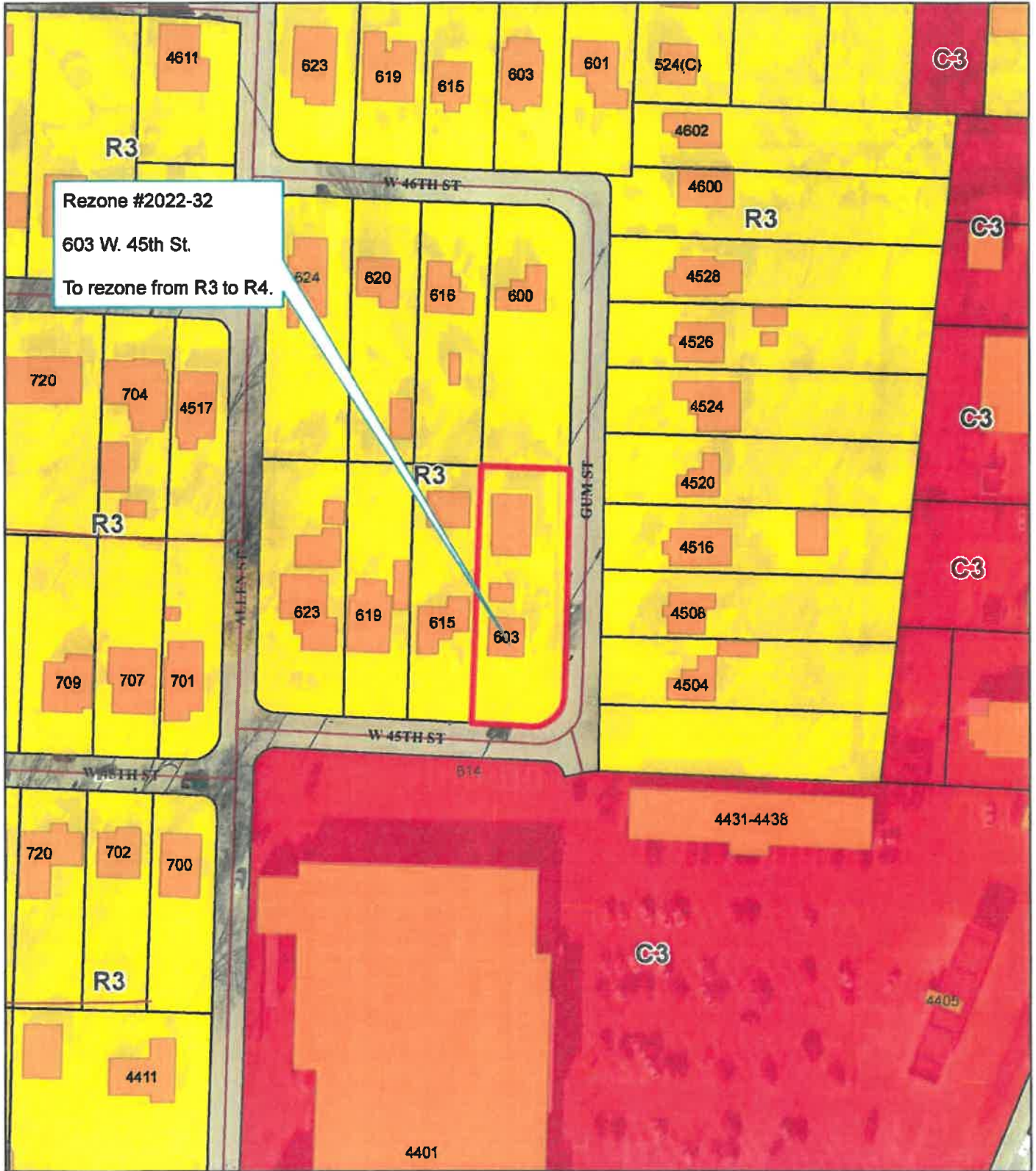


Ortho Map



Date: 11/16/2022

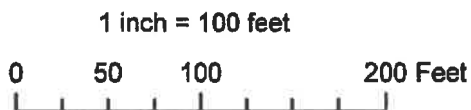
Rezone Case #2022-32



Rezoning #2022-32
603 W. 45th St.
To rezone from R3 to R4.



Zoning Map



Date: 11/16/2022

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT 1623 CHANDLER STREET IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, FROM R3 TO R4 ZONING CLASSIFICATION, BY AMENDING ORDINANCE NO. 9263; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, application was duly made by Eddie Givens, 1623 Chandler Street, North Little Rock, Arkansas 72114, seeking a rezone of the herein described land to recognize two existing single family homes on a single lot located at 1623 Chandler Street, which application was duly considered and approved (7 affirmative votes; 2 absent) by the North Little Rock Planning Commission at a regular meeting thereof held on December 13, 2022.

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

SECTION 1: That Ordinance No. 9263 of the City of North Little Rock, Arkansas (“the Zoning Ordinance”) is hereby amended by changing the classification of certain land from R3 to R4 zone, said property being located at 1623 Chandler Street in North Little Rock, Pulaski County, Arkansas and more particularly described as:

LOT 1, BLOCK 7 OF HOLT’S INDUSTRIAL ADDITION TO THE CITY OF NORTH LITTLE ROCK, PULASKI COUNTY, AR (See maps collectively attached hereto as Exhibit A)

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3: That the provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: It is hereby found and determined that the rezoning of the above-described land as provided for herein is immediately necessary in order to insure the proper and orderly growth of this land and of the City of North Little Rock, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Debi Ross
 Council Member Debi Ross *by AF* Diane Whitbey, City Clerk

APPROVED AS TO FORM:

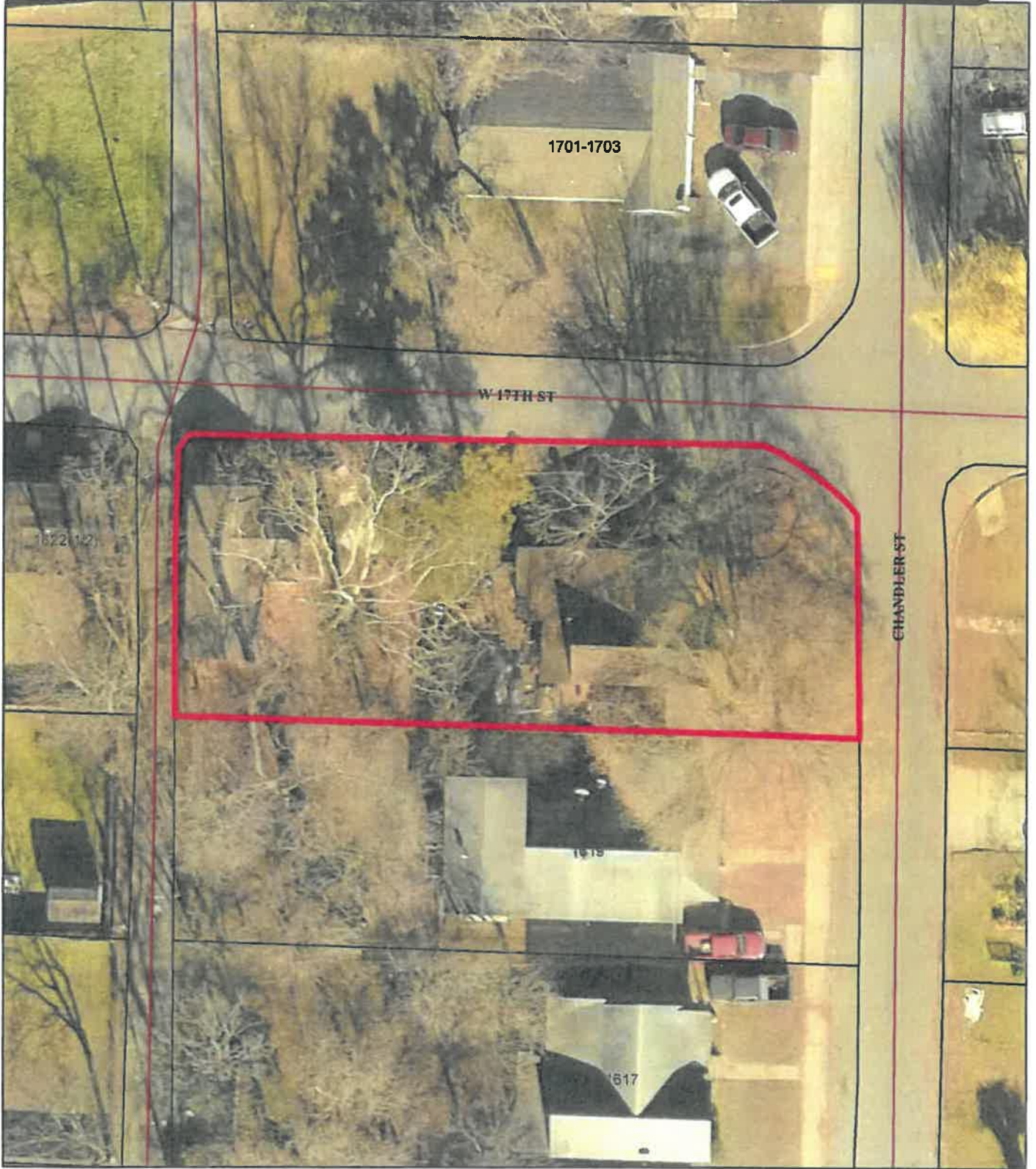
Amy Beckman Fields
 Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:00</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>1-3-23</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Ussey</u>			

Rezone Case #2022-37

tabbies' **EXHIBIT**
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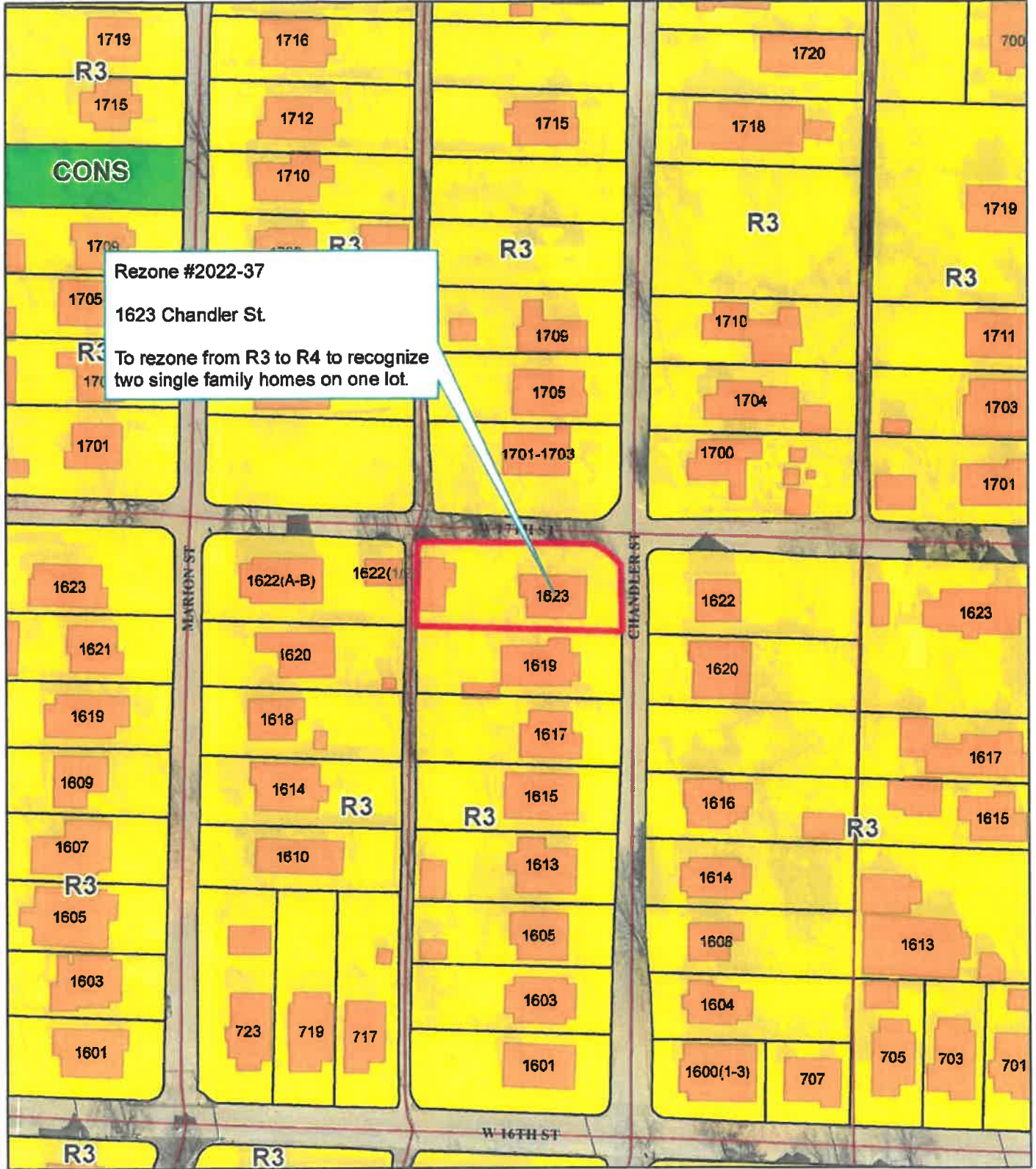
1 inch = 30 feet

0 15 30 60 Feet

Date: 11/16/2022

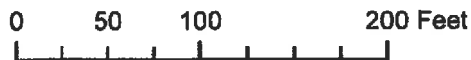


Rezone Case #2022-37



Zoning Map

1 inch = 100 feet



Date: 11/16/2022

ORDINANCE NO. _____

AN ORDINANCE WAIVING SECTION 6.2.3 OF THE ZONING ORDINANCE (ORDINANCE NO. 9263) TO WAIVE MINIMUM PARKING REQUIREMENTS FOR PROPERTY LOCATED AT 101 SKYLINE DRIVE IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, application was duly made by Tucker Land Surveying, P.O. Box 1021, Cabot, Arkansas 72023, seeking waiver of Section 6.2.3 of Ordinance No. 9263 (“Zoning Ordinance”) to waive minimum parking requirements for a two-unit dwelling on property located at 101 Skyline Drive; and

WHEREAS, the property is located within the Park Hill Jump Start Overlay, which does not include parking requirements but requires any unaddressed development standards to be governed by the Zoning Ordinance; and

WHEREAS, the North Little Rock Planning Commission voted to approve the request (7 affirmative; 2 absent) at a regular meeting thereof held on December 13, 2022.

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

SECTION 1: That Section 6.2.3 of Ordinance No. 9263 (“the Zoning Ordinance”), which requires two spaces per dwelling unit, is hereby waived for 101 Skyline Drive, more particularly described as Lots 1 and 2 of the Skyline Row Addition to the City of North Little Rock, Pulaski County, Arkansas (see maps attached hereto as Exhibit A).

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3: That the provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: It is hereby found and determined that the herein-described sign on Highway 161 will not detract from the aesthetic appearance of the neighborhood or interfere with other development in the area, and that the immediate passage of this Ordinance is necessary in order to insure the proper and orderly growth and development of this land and the City of North Little Rock, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare, THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Debi Ross
Council Member Debi Ross *by AT*

Diane Whitbey, City Clerk

Nathan Hamilton
Council Member Nathan Hamilton *by AT*

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

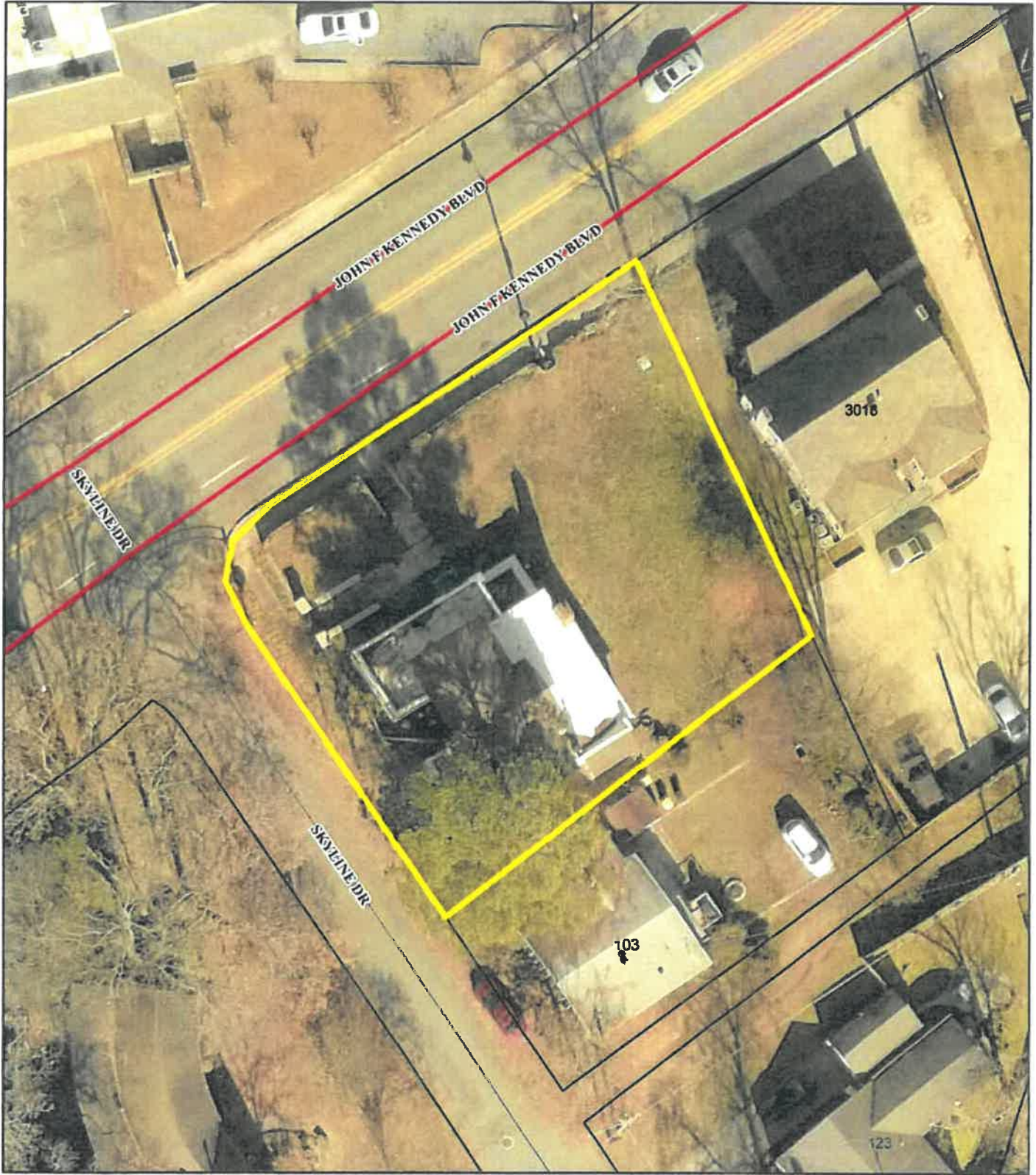
FILED	<u>10:00</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>1-3-23</u>			
Diane Whitbey, City Clerk and Collector				
North Little Rock, Arkansas				
RECEIVED BY	<u>S. Wessery</u>			

Public Hearing Case # 2023-01

EXHIBIT

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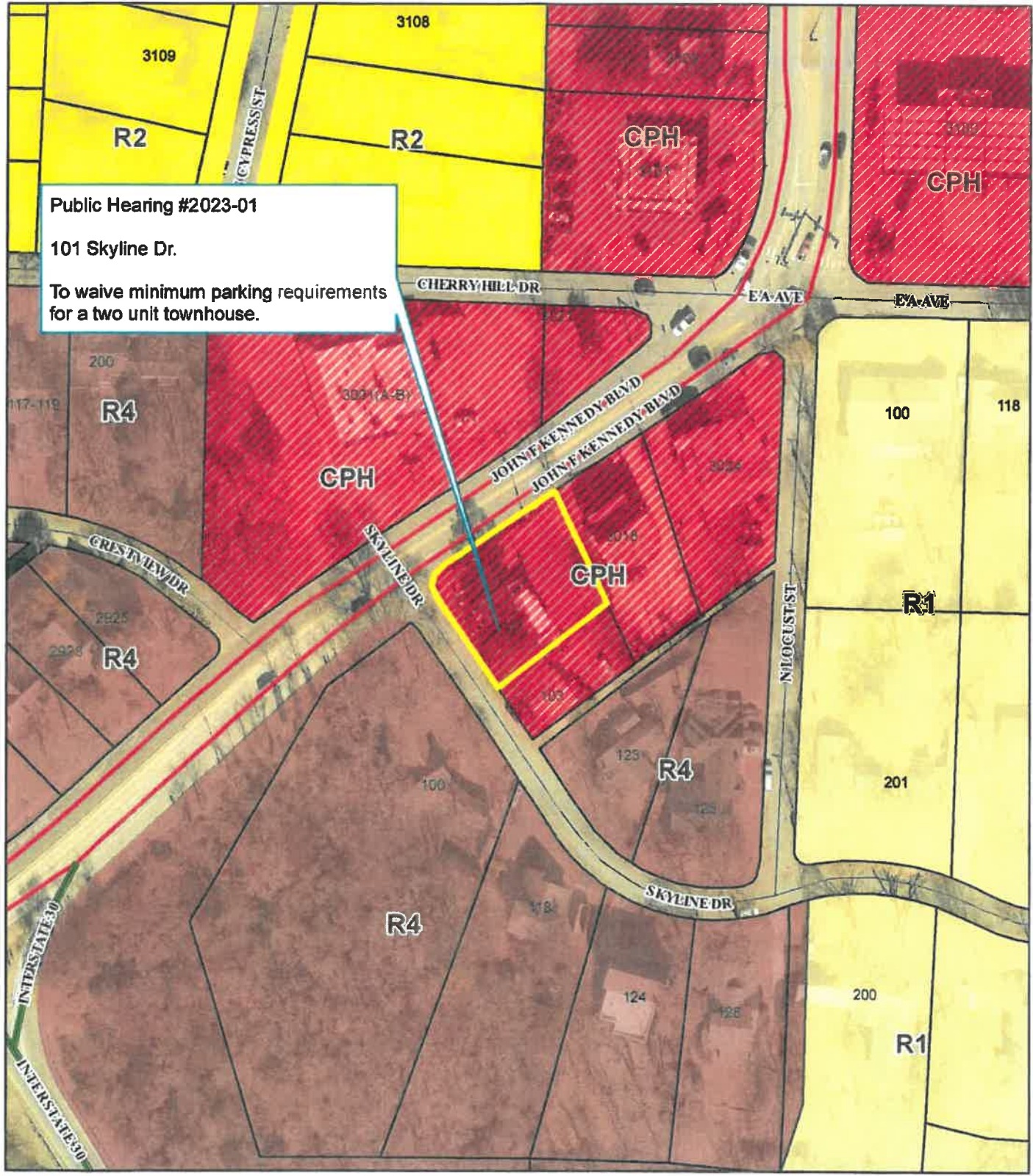
Ortho Map

1 Inch = 30 feet



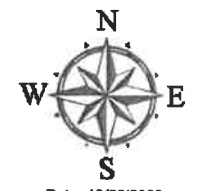
Date: 12/29/2022

Public Hearing Case # 2023-01



Zoning Map

1 inch = 100 feet



Date: 12/29/2022

O-23-4

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE APPLICABILITY OF THE 2017 NATIONAL ELECTRIC CODE TO ELECTRIC PERMITS APPLIED FOR ON OR BEFORE JANUARY 31, 2023, FOR PROJECTS FOR WHICH COMMERCIAL PLANS WERE SUBMITTED ON OR BEFORE DECEMBER 30, 2022; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, on September 26, 2022, the City Council adopted Ordinance No. 9507 which amended the North Little Rock Municipal Code (“NLRMC”) Chapter 4 to adopt the 2020 National Electrical Code (“2020 Code”) in place of the 2017 National Electrical Code (“2017 Code”); and

WHEREAS, the effective date of Ordinance No. 9507 was November 28, 2022, resulting in commercial plans submitted after November 28, 2022 being required to comply with the 2020 Code; and

WHEREAS, due to unforeseen circumstances, including staffing issues, the timing of the closing of City offices over the holidays, and winter weather conditions, the Planning Department is requesting that electric permit applications received by January 31, 2023, for projects for which commercial plans were submitted by December 30, 2022, be subject to the 2017 Code; and

WHEREAS, a legal advertisement of notice of a public hearing to be held January 9, 2023 at 6:00 p.m. has been placed in the newspaper.

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

SECTION 1: That the 2017 National Electrical Code shall apply to all electric permits applied for on or before January 31, 2023, for projects for which commercial plans were submitted on or before December 30, 2022.

SECTION 2: That all other electric permits applications shall be subject to the 2020 National Electric Code as set forth in Ordinance No. 9507.

SECTION 3: That the provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: That the immediate passage of this Ordinance is necessary in order to insure the proper administration of electric permit applications in the City of North Little Rock, Arkansas, and being necessary for the immediate preservation of the public health, safety and welfare, THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Maurice Taylor
Council Member Maurice Taylor *by AF*

Diane Whitbey, City Clerk

Linda Robinson
Council Member Linda Robinson *by AF*

Steve Baxter
Council Member Steve Baxter *by AF*

Ron Harris
Council Member Ron Harris *by AF*

Charlie Hight
Council Member Charlie Hight *by AF*

Nathan Hamilton
Council Member Nathan Hamilton *by AF*

FILED <u>10:00</u> A.M. _____ P.M.
By <u>City Atty Amy Fields</u>
DATE <u>1-3-23</u>
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas
RECEIVED BY <u>K. Thomas</u>

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt