

CITY OF SPRINGDALE  
Committee Agendas  
Monday, November 15<sup>th</sup>, 2021  
Tiered Training Room (2<sup>nd</sup> Floor)  
201 Spring Street- New Criminal Justice Building  
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** authorizing the Mayor and City Clerk to enter into a lease agreement with Northwest Arkansas Food Bank, Inc., on property owned by the City of Springdale. Presented by Wyman Morgan, Finance Director. Pgs. 1-8
2. **A Discussion** on bonus pay for non-uniform city employees. Presented by Brian Powell, City Councilman.
3. **A Discussion** on upcoming budget meeting.

Committee of the Whole

4. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 408 Charles; to declare an emergency and for other purposes. Presented by Tom Evers, Building Inspector. Pgs. 9-18

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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CITY CLERK TO ENTER INTO A LEASE AGREEMENT  
WITH NORTHWEST ARKANSAS FOOD BANK, INC.,  
ON PROPERTY OWNED BY THE CITY OF  
SPRINGDALE**

**WHEREAS**, the City owns property located in Benton County, Arkansas, more commonly known as 530 Sunrise Drive, Arkansas ("the Property");

**WHEREAS**, Northwest Arkansas Food Bank, Inc., has requested to rent the Property in connection with its mission of providing food for many food insecure residents in Northwest Arkansas, and to better reach the most vulnerable in our community;

**WHEREAS**, the City of Springdale wishes to enter into a lease agreement with Northwest Arkansas Food Bank, Inc., to memorialize the terms of their use of the Property;

**WHEREAS**, Northwest Arkansas Food Bank, Inc., wishes to enter into the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are authorized to execute the Lease Agreement, attached as Exhibit "A" hereto, with Northwest Arkansas Food Bank, Inc., for the purposes contained therein.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

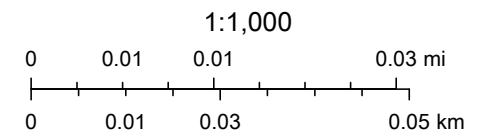
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

# City of Springdale Zoning Map



November 2, 2021

- |                                     |              |           |               |
|-------------------------------------|--------------|-----------|---------------|
| Form-Based Code District Overlay    | STREAMS      | LAKES     | STREETS - ALL |
| S.E.E.D. Overlay District - Outline | MAIN CHANNEL | Buildings | INTERSTATE    |
| SCHOOLS                             | TRIBUTARY    | RAILROAD  | RAMP          |



City of Springdale, Clayton Sedberry

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made and entered into by and between the City of Springdale, Arkansas, hereinafter referred to as “Lessor,” and Northwest Arkansas Food Bank, Inc., an Arkansas Nonprofit Corporation, hereinafter referred to as “Lessee.”

### **WITNESSETH:**

1. **Lease of Premises.** The Lessor, in consideration of the public advantages described herein, other good and valuable consideration, and the covenants and agreement to be performed by Lessee, does hereby let, lease and demise unto Lessee the following described premises, and improvements thereon, situate in Springdale, Benton County, Arkansas, to-wit:

The property commonly known as 530 Sunrise Drive, Springdale, Arkansas, as well as all areas adjacent thereto and associated therewith ("the Premises"), and as delineated on the attached Map which is attached hereto and incorporated herein by reference.

2. **Term.** To have and to hold the Premises unto Lessee beginning the 1<sup>st</sup> day of January, 2022, and ending the 31<sup>st</sup> day of December, 2023. Thereafter, upon mutual agreement of the parties, this Lease may continue (under the same terms provided herein) as a month to month tenancy until terminated by either party.

3. **Rent.** In consideration for Lessee's use and enjoyment of the Premises, Lessee agrees and covenants to provide a \$1,000 monthly credit to the Springdale Senior Center for food purchases made by the Springdale Senior Center from Lessee, as follows:

- (a) any unused monthly credit shall roll over to successive months, and be added to the monthly \$1,000 credit;
- (b) the food purchased from Lessee with this monthly credit will be as selected and determined by the Springdale Senior Center; and
- (c) Lessee will provide a monthly statement to the Springdale Senior Center detailing the amount of credit utilized during the previous month, detailing the amount(s) rolled over to the successive month, if any, and detailing the total food purchase credit available to the Springdale Senior Center at the beginning of each month;

4. **Taxes.** Lessee shall be responsible for paying any taxes on any personal property Lessee owns on the Premises.



5. **Lessor Maintenance.** Lessor agrees to:

- (a) maintain the grounds of the Premises (mowing, etc.), as well as the playground area, and exterior restrooms;
- (b) maintain the roof and outbuildings;
- (c) repair HVAC system as necessary to keep system operational;
- (d) repair defective electrical or plumbing not the fault of the Lessee;
- (e) repair defective keyless entry system not the fault of the Lessee; and
- (f) repair any defects in the building not the fault of the Lessee.

6. **Lessee Improvements, Maintenance, and Utilities.** Lessee agrees to:

- (a) repair the interior or exterior of the building, electrical systems, plumbing, roof structure and any component damaged due to the actions of the Lessee, including outbuildings;
- (b) be responsible for all costs associated with routine maintenance of the Premises, including but not limited to replacing air filters on a timely basis, replacing light bulbs and ballasts, replacing door knobs and closers, replacing toilet tank floats and handles, lubricating and cleaning;
- (c) be responsible for payment of all utility costs on the Premises during the term of this Agreement;
- (d) make alterations to the Premises, at Lessee's cost, to include:
  - (1) remove the raised platform in the former council chambers;
  - (2) add a wall to separate the former council chambers from the existing kitchen area; and
  - (3) incorporate an office into the area opposite the existing kitchen area.
- (e) Any and all improvements installed or made by Lessee during the term of this Agreement shall become Lessor's property upon the termination of this Agreement.

7. **Insurance.** Lessor shall provide the requisite insurance on the structure on the Premises, but Lessee shall be responsible for any insurance on any of Lessee's personal property kept at the Premises. Lessee shall at all times herein maintain a public liability insurance policy with coverage limits of \$1,000,000.

8. **Damage or Destruction of Improvements.** It is mutually agreed that in the event that any of the improvements located on the Premises should be damaged by fire, windstorm, tornado, or other casualty to the extent that such Premises cannot be repaired, and put in condition for their intended use within 90 days from the happening of any of the casualties described above, then the Lessor or Lessee shall have the option to declare this Agreement terminated and at an end, and in that event neither of the parties hereto shall have any further liability under such Agreement.

9. **Covenant Against Liens.** Lessee shall not, by its acts, permit to exist any lien upon the Premises, unless such lien or claim of lien is contested by Lessee, and in such event such contest shall be prosecuted to a final conclusion as speedily as possible, and Lessee shall save and hold harmless Lessor against any and all losses and costs which may necessarily be incurred by Lessor by reason of such lien, and after final determination of such contest, Lessee shall fully pay and discharge any judgment resulting from such contest. Nothing in this Agreement shall be construed as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, or other person or firm for the performance of any labor, services or materials for use on the Premises or any part thereof, and notice is hereby given that Lessor shall not be liable for any such labor, services or materials furnished to Lessee, nor shall any such liens affect the interest of Lessor in and to the Premises.

10. **Assignment and Subletting.** Lessee shall not assign this Agreement nor shall Lessee have the right to sublet the premises without the express written consent of Lessor.

11. **Termination of Lease.** Either party may terminate this lease by giving 30 days written notice to the other party. Notice shall be deemed good if made by sending such notice by regular mail to the party at the address specified in paragraph 15, or by personal delivery.

12. **Default.** The happening of any one or more of the following events shall constitute default by Lessee:

- (a) Failure to comply with the terms and provisions herein as same relate to Lessee;
- (b) Failure to use the Premises consistent with the purposes described in Paragraph 3 herein, or if Lessor determines that the use of the Premises is no longer in the public interest as described in Paragraph 3 herein.

In the event Lessor shall elect to take possession of the Premises as permitted under this paragraph, Lessor shall be entitled to such possession without being guilty in any manner of trespass, and Lessee agrees to deliver possession immediately upon demand to Lessor.

13. **Hold Harmless and Indemnity.** Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor provided in Ark. Code Ann. §21-9-301.

14. **Waiver.** Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder or a waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provisions of this lease or a consent to any subsequent breach of the same or any other provision.

15. **Notices.** All notices to be given by the parties hereunder shall be addressed to the party to receive such notice, with postage prepaid, mailed via U.S. Certified Mail, Return Receipt Requested, to the following:

LESSOR: City of Springdale  
Attention: Mayor's Office  
201 N. Spring Street  
Springdale, AR 72764

LESSEE: Northwest Arkansas Food Bank, Inc.  
Attn: Kent Eikenberry, President/CEO  
1378 June Self Drive  
Springdale, AR 72764

The parties hereto may change the above address by notification to the other in writing, as above required.

16. **Binding Agreement.** This agreement shall inure to the benefit and be binding upon the respective parties, their heirs, successors and assigns.

17. **Number and Gender.** Whenever necessary in this agreement and where the context admits, the singular term and the related pronoun shall include the plural and the appropriate gender.

18. **Full Agreement.** The parties acknowledge this Agreement to be their complete and full agreement in regard to the Premises, and neither is relying upon any oral representations not made in this document.

**IN WITNESS WHEREOF**, the party identified as Lessee has set its hand and seal the day and year written opposite his respective signature, and Lessor has caused this Agreement to be signed by the person who represents that he has the authority to bind Lessor to this Agreement on the day and year written opposite their respective signatures.

LESSEE:

Northwest Arkansas Food Bank, Inc.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kent Eikenberry, President/CEO

LESSOR:

City of Springdale, Arkansas

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Doug Sprouse, Mayor

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Denise Pearce, City Clerk



## ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 )SS  
COUNTY OF WASHINGTON )

**BE IT REMEMBERED**, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, \_\_\_\_\_, personally known to me to be the person subscribing to the foregoing document, and who stated to me that he had executed the same for the purposes and considerations therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Notary Public

## **ACKNOWLEDGMENT**

STATE OF ARKANSAS )  
 )SS  
COUNTY OF WASHINGTON )

**BE IT REMEMBERED**, that on this day, came before the undersigned, a Notary Public. within and for the County aforesaid, duly commissioned and acting Doug Sprouse and Denise Pearce, to me well known as the Mayor and City Clerk for the City of Springdale, the Buyer in the foregoing document, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Notary Public

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION)  
AND REMOVAL OF A CERTAIN RESIDENTIAL  
STRUCTURE WITHIN THE CITY OF SPRINGDALE,  
ARKANSAS, LOCATED AT 408 CHARLES; TO DECLARE  
AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS, Luis Alonso Villegas** , is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

LOT NO. 13 IN THE C AND S ADDITION, A SUBDIVISION OF NO. 3 IN THE R.L. HAYES  
SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, WASHINGTON COUNTY AND  
THE BEING THE NE 1/4 OF THE SE 1/4 SECTION, TOWNSHIP 17 NORTH, RANGE 30 WEST  
Commonly known as 408 Charles Avenue, Springdale, Washington  
County, Arkansas  
Tax Parcel No. 815-20948-000

**WHEREAS**, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

**WHEREAS**, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

**WHEREAS**, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

**WHEREAS**, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

**WHEREAS**, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE  
CITY OF SPRINGDALE, ARKANSAS:**

**Section 1.** That the structure located at 408 Charles Avenue, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

**Section 4. EMERGENCY CLAUSE:** The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

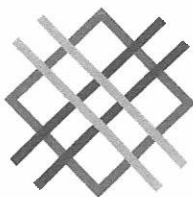
\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

David D. Phillips  
Deputy City Attorney  
dphillips@springdalear.gov

Ryan Renauro  
Deputy City Attorney  
rrenauro@springdalear.gov



**SPRINGDALE™**  
WE'RE MAKING IT HAPPEN

**OFFICE OF CITY ATTORNEY**

201 Spring Street • Springdale, Arkansas 72764  
Phone (479) 750-8173 • Fax (479) 750-4732  
[www.SpringdaleAR.gov](http://www.SpringdaleAR.gov)

Giselle Gonzalez  
Case Coordinator/Victim Advocate  
ggonzalez@springdalear.gov

Steve Helms  
Investigator  
shelms@springdalear.gov

Lynda Belvedersi  
Administrative Legal Assistant  
lbelvedresi@springdalear.gov

Jacque Roth  
File/Discovery Clerk  
jroth@springdalear.gov

October 18, 2021

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND REGULAR MAIL**

Luis Alonso Villegas  
207 Overhill Dr.  
Lowell, AR 72745

RE: Property located at 408 Charles, Springdale, Washington County, Arkansas,  
Tax Parcel No. 815-20948-000

Dear Mr. Villegas:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 408 Charles and has mailed notice in writing to you, via certified mail that a structure located on property owned by you at 408 Charles Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, November 15, 2021, in the City Council chambers located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, November 23, 2021. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien

against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Ernest Cate  
City Attorney

Enclosure  
EC:lb

cc: Mike Chamlee, Chief Building Inspector  
Tom Evers, Chief Building Official





First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 5688 9346 5656 67

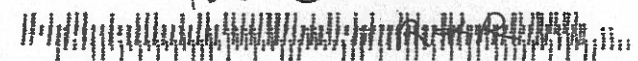
United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box®



OFFICE OF THE  
CITY ATTORNEY  
201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764

408 Charles



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Luis Villegas  
207 Overhill Dr.  
Lowell, AR 72745



9590 9402 5688 9346 5656 67

2. Article Number (Transfer from carrier label)

7014 2970 0000 7254 5837

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Villegas / [Signature]

☒ Agent  
☐ Addressee

B. Received by (Printed Name)

Villegas / [Signature]

C. Date of Delivery

10/21/24

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ all Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt





October 19, 2020

Luis Alonso Villegas  
207 Overhill Dr.  
Lowell, AR. 72745

RE: 408 Charles Ave.

To Whom It May Concern:

The Code of Ordinances for the City of Springdale provides that:

buildings or structures which are unsafe, unsanitary or not provided with adequate egress; or which are substandard, constitute a fire hazard or are otherwise dangerous to human life; or which, in relation to existing use, constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment, are severally...., unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition...

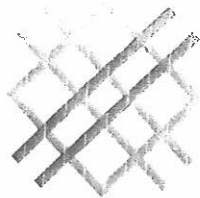
Please be advised that the referenced property has been deemed an "unsafe building." We have posted notice on the property that the property is unsafe and unfit for human habitation. As such, you are required within thirty (30) days of receipt of this letter, to purchase a building permit and to begin repairs/improvements within ten (10) days of that, or to obtain a demolition permit and demolish/remove the unsafe structure within the same time frame.

Should you fail to comply with this notice to repair or remove such unsafe building, we shall ask that this matter be referred to the city council. If the city council deems the structure unsafe and that it is in the best interest of the city to proceed with the removal of the unsafe structure, it will enact an ordinance ordering you to raze and remove the unsafe structure. If you fail to do so, the City is authorized by law to raze and remove the unsafe structure and charge the costs of such removal as a lien in the property.

I wanted to make you aware of the seriousness of this situation. If you should have any questions, please feel free to contact me.

Tom Evers  
Chief Building Inspector

Mike Chamlee Chief Building Official



# SPRINGDALE™

WE'RE MAKING IT HAPPEN

October 19, 2020

Luis Alonso Villegas  
207 Overhill Dr.  
Lowell, AR. 72745

RE: 408 Charles Ave., Springdale, AR.

Dear Luis Villegas,

The Buildings Department exists to confirm adherence to minimum construction standards, codes, and local ordinances. We also serve the community by responding to complaints from citizens regarding potentially unsafe and unsanitary conditions.

A complaint was submitted to this office regarding "Conditions" at the referenced unit. I received the complaint and responded and noted the following items, some of which are items that are required by Code or by city ordinance to be remediated and some are items which we felt a property owner should be apprised of in order to insure you can safeguard your property from loss. The items are separated below.

## Required items:

1. Extension cords not allowed as permanent wiring.
2. Bathroom exhaust fan is missing its bulb.
3. Bathroom exhaust fan is missing its cover.
4. Bathroom exhaust fan is required to be vented the outside to a trim kit.
5. All interior light fixtures that are missing bulbs are required to have them.
6. All interior light fixtures need their required globes.
7. Several interior lights are just hanging by exposed wires.
8. Several interior ceiling fans are missing blades.
9. Romex is exposed at some locations intended to power lights.
10. Power strips being used which are possibly overloading the circuit.
11. Electric panel needs to be properly labeled.
12. HVAC disconnect at package unit needs to be replaced.
13. Safety shield is missing at another disconnect.
14. Overhead service needs to be replaced with 2" mast throw the soffit.
15. Overhead service lines are resting on the roof.
16. HVAC package unit has been partially dismantled.

Mike Chamlee Chief Building Official

17. All homes are required to have permanently installed thermostatically controlled heat capable of maintain 68 degrees.
18. If central A/C is not supplied then all operable windows are required to have screens.
19. Water heater is missing its required pan.
20. Pan will need to have its required 3/4" drain line to the exterior of the home.
21. Replace all damaged interior doors.
22. Replace all missing interior doors.
23. Exterior front door is missing its required handle.
24. Exterior side door is missing its required handle.
25. Weather stripping needs to be replaced all exterior doors.
26. Sticker plates needed at all door casings.
27. Casing on the side exterior door needs to be replaced.
28. Bathroom door is required to have a lock to allow for privacy.
29. Repair rotted flooring in kitchen.
30. Kitchen and bathroom floors are required to have sealed flooring.
31. Cabinet bases need to be replaced in kitchen and bathroom.
32. Repair all holes in walls and ceilings.
33. Provide a current copy of a pest control receipt.
34. Attic access lids missing.
35. Need to have proper crawl space access cover.
36. Replace all torn or missing screens.
37. All operable windows are required to stay up in the open position on their own.
38. All operable windows are required to be able to lock.
39. Repair fascia that is rotten and paint all exposed fascia.
40. Paint all exposed soffits.
41. All wood that is exposed to the weather needs to be painted.
42. Dirt is needed at north foundation as it is exposed and the area will retain water.
43. Gutters are not required however if installed they are to be in proper working order or completely removed.
44. Guard rail is not built to code.
45. Stairs and side door are not provided a handrail.
46. Power wash the exterior of the home.
47. Completely remove old fence posts.
48. Fence rows are to be cleared of vegetation or the fence removed.
49. Interior of home needs to be cleaned.
50. Carpet needs to be cleaned or replaced.
51. Reduce the amount of items in the home.
52. Areas in front of windows in bedrooms are to be kept clear.

Recommendations for your property preservation/and Code violations.

1. Remove piles of trash from the property in the backyard. (Sent to Neighborhood Services)

2. Pick up all junk and trash from around the property. (Sent to Neighborhood Services)
3. Remove all furniture and other items from the property that is scattered around. (Sent to Neighborhood Services)
4. Mow and weed the entire property (Sent to Neighborhood Services)
5. Our office recommends that all homes have smoke alarms in all bedrooms and hallways.
6. Our office recommends that all existing homes served by gas appliances or has an attached garage install CO/smoke alarms in hallways on each level.
7. All smoke alarms should be replaced every ten years.

We appreciate your assistance with these matters and look forward to hearing from you within 21 days of receipt of this letter. Please feel free to contact this office with any questions you may have.

Respectfully,



Tom Evers  
Chief Building Inspector  
Master Code Professional  
479-750-8154 Ext. 212

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Postmark  
Here

Luis Alonso Villegas  
 207 Overhill Dr.  
 Lowell, AR. 72745

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Luis Alonso Villegas  
 207 Overhill Dr.  
 Lowell, AR. 72745



9590 9402 5688 9346 5810 32

2. Article Number (transfer from service label)

7019 2970 0000 7259 9540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *V. Villegas* / *DWS*

- ☐ Agent  
☒ Addressee

B. Received by (Printed Name)

*V. Villegas* / *DWS*

C. Date of Delivery

*10-28-20*

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes  
☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt