



City of Farmington  
354 W. Main Street  
P.O. Box 150  
Farmington, AR 72730  
479-267-3865  
479-267-3805 (fax)

**CITY COUNCIL AGENDA**  
**December 11, 2017**

A regular meeting of the Farmington City Council will be held on  
Monday, December 11, 2017 at 6:00 p.m.  
City Hall  
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes – November 13, 2017 City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
  - a. Street Committee
  - b. City Beautification Committee
  - c. Economic Development Committee
  - d. Park & Recreation Committee
  - e. Finance Committee
  - f. Historic Preservation Committee
10. Items to be removed from City of Farmington Inventory – **SEE MEMO**

## **NEW BUSINESS**

11. Appeal of the Planning Commission decision to deny rezoning of Lot 17 Rainsong from R-2 (Single Family Residential) to MF-2 (Multi-family Residential).
12. Ordinance 2017-16 – An ordinance rezoning property at 65 Double Springs containing approximately 5.65 acres ± from R-1, single family residential to R-3, zero lot line single –family residential as requested by Home Star Rentals, LLC.
13. Ordinance 2017-17 – An ordinance rezoning property at Lot 17 Rainsong containing approximately 2.05 ± from R-2, single family residential to MF-2, multi-family residential as requested by Southwinds Real Estate Inc.
14. Request approval of contract with Earthplan Design Alternatives for Floodplain Administration.
15. Request approval of contract with Earthplan Design Alternatives for MS4 Stormwater Compliance.
16. Request approval of proposal for engineering services with McGoodwin, Williams & Yates.

## **INFORMATIONAL ITEMS:**

- A. City Business Manager Report
- B. Court Clerk Monthly Distribution Report
- C. Fire Department Report
- D. Police Department Report
- E. Building/Public Works Report
- F. Library Report
- G. Planning Commission Minutes



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**CITY COUNCIL AGENDA**  
**December 8, 2017**

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Monday, December 8, 2017 at 6:00 p.m.  
City Hall  
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
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# Minutes

## **Minutes of the Regular Farmington City Council Meeting November 13<sup>th</sup>, 2017**

The regular meeting of the Farmington City Council scheduled for Monday, November 13<sup>th</sup>, 2017 was called to order at 6:00 pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Council Members answered to their names: Patsy Pike, Linda Bell, Brenda Cunningham, Bobby Morgan, Diane Bryant and Shelly Parsley. Also present was City Business Manager Melissa McCarville. Council Members Mathews and Lipford were absent, as well as City Attorney Tennant. Mayor Penn led the Pledge of Allegiance. Alderman Lipford arrived at 6:01.

**Comments from Citizens** – No comments from the citizens at this time.

### **Approval of the minutes for the October 9th, 2017 regular meeting of the city council.**

On the motion of Council Member Cunningham and seconded by Council Member Morgan and by the consent of all Council Members present after a roll call vote, the minutes for the meeting were approved as presented.

**Financial Reports** – City Clerk Penn advised that city sales tax was up \$2,810.70, state sales tax was up \$4,562.87 for a total increase of \$7,373.57.

### **Entertain a motion to read all Ordinances and Resolutions by title only**

On the motion of Council Member Cunningham and seconded by Council Member Parsley and by the consent of all Council Members present after a roll call vote, the motion to read all Ordinances and Resolutions by title only was approved.

### **Proclamations, Special Announcements, Committee/Commission Appointments. Committee Reports**

Mayor Penn read a proclamation for 2017 March of Dimes Prematurity Awareness month proclamation. Mayor Penn announced the Christmas parade and tree lighting will be held Saturday December 2<sup>nd</sup>.

**Committee Reports** – All committee reports were included in the council packets.

### **Items to be removed from City of Farmington Inventory- Removal of Dell Optiplex 380 Computer, City Tag # 0063**

A motion was made by Council Member Bryant and seconded by Council Member Lipford to remove the Dell Optiplex 380 Computer, City Tag # 0063. By the consent of all Council Members present after a roll call vote, the motion was approved.

## **New Business**

### **Discussion of Audit Services**

Mayor Penn advised that if the council wished to have Legislative Audit take over as the city's audit team we would need a motion to do that and then we would send the request to them for approval. He saw no reason why they would not accept our request. After some discussion a motion was made by Council Member Bell to approve Legislative Audit to do the City of Farmington audits going forward starting January 2018. On the motion of Council Member Bell and seconded by Council Member Bryant and by the consent of all Council Members present after a roll call vote, the motion was approved.

**Request approval for Mayor to negotiate property purchase from Farmington School.** A motion was made by Council Member Bryant and seconded by Council Member Cunningham to approve the Mayor to negotiate property purchase from Farmington Schools and by the consent of all Council Members present after a roll call vote, the motion was approved.

**Request from Gateway Homes, LLC for assistance with offsite improvements for development.** Mike Pennington with Gateway Homes gave a brief presentation to the council. This item will go to the planning commission and come back to the council at a later date. Planning Commissioner Judy Horne advised there were significant flooding issues with Briarhill area and the planning commission will address this along with the City Engineer.

**Request from Red Canyon Property for assistance with offsite improvements for development.** David Jorgenson, engineer from Jorgensen & Associates & Kevin Riggins with Red Canyon Property gave a brief presentation to the council. This item will go to the planning commission and come back to the council at a later date.

**Resolution No. 2017-07 A Resolution providing for the adoption of a budget for the city of Farmington, Arkansas, for the twelve (12) months beginning January 1,2018 and ending December 31, 2018, appropriating money for each item of expenditure therein provided for; and for other purposes.**

After some discussion by the City Council Members, Council Member Bryant made a motion to table resolution 2017-07 and address it in the December meeting. On the motion of Council Member Bryant and seconded by Council Member Bell a roll call vote was taken and Council Members Pike, Bell and Bryant voted yes and Council Members Lipford, Cunningham, Morgan and Parsley voted no, the motion failed.

City Clerk Penn advised the council their options were to have their discussions and pass or fail the budget since the motion to table failed.

A motion was made by Council Member Lipford to approve Resolution 2017-07, It was seconded by Council Member Cunningham. After a roll call vote the motion passed with Council Members Pike, Lipford, Cunningham, Morgan and Parsley voting Yes and Council Members Bell and Bryant voting No.

There being no further business to come before the council and on the motion of Council Member Lipford and seconded by Council Member Morgan and by the consent of all members present, the meeting adjourned at 7:35 pm until the next regularly scheduled meeting to be held Monday December 11<sup>th</sup>, 2017 at in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

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Mayor Ernie Penn

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City Clerk Kelly Penn



**Financial**

MONTH	CITY SALES TAX	CITY SALES TAX	STATE SALES TAX	STATE SALES TAX
	2016	2017	2016	2017
JANUARY	\$ 50,899.94	\$ 57,103.51	\$ 88,109.44	\$ 94,536.33
FEBRUARY	\$ 58,889.40	\$ 61,852.68	\$ 101,489.67	\$ 105,195.78
MARCH	\$ 51,440.57	\$ 64,178.41	\$ 79,550.26	\$ 90,177.29
APRIL	\$ 52,628.34	\$ 64,037.29	\$ 92,046.12	\$ 89,619.16
MAY	\$ 59,845.31	\$ 66,577.23	\$ 89,596.09	\$ 99,256.59
JUNE	\$ 51,940.54	\$ 61,111.32	\$ 86,705.96	\$ 93,107.16
JULY	\$ 57,444.85	\$ 69,900.21	\$ 95,018.04	\$ 103,314.13
AUGUST	\$ 58,725.74	\$ 66,619.94	\$ 91,678.49	\$ 100,462.04
SEPTEMBER	\$ 68,785.76	\$ 65,692.07	\$ 97,719.53	\$ 98,935.97
OCTOBER	\$ 58,706.39	\$ 61,517.09	\$ 95,999.94	\$ 100,562.81
NOVEMBER	\$ 59,186.30	\$ 65,220.51	\$ 92,944.39	\$ 99,640.31
DECEMBER	\$ 59,966.30		\$ 94,495.76	
TOTALS	\$ 688,459.44	\$ 703,810.26	\$ 1,105,353.69	\$ 1,074,807.57
Previous year, compared to current year		\$ 6,034.21		\$ 6,695.92
		Total difference	\$ 12,730.13	

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2017
	Jan 2017	Jan 2017	Dec 2017
	Nov 2017	Dec 2017	Percent of
	Actual		Budget
<b>Revenue &amp; Expenditures</b>			
<b>GENERAL REVENUES</b>			
<b>Revenue</b>			
ACCIDENT REPORT REVENUES	2,060.00	600.00	343.33%
ACT 833	21,250.51	17,000.00	125.00%
ALCOHOL SALES TAX	3,836.15	2,278.00	168.40%
ANIMAL CONTROL REVENUES	2,725.00	2,500.00	109.00%
BUILDING INSPECTION FEES	115,039.60	60,000.00	191.73%
BUSINESS LICENSES	5,150.00	5,000.00	103.00%
CITY COURT FINES	104,187.85	36,000.00	289.41%
CITY SALES TAX REVENUES	686,279.66	516,957.00	132.75%
COUNTY TURNBACK	441,717.72	415,000.00	106.44%
DEVELOPMENT FEES	7,102.75	7,000.00	101.47%
FEMA REIMBURSEMENT	108,917.89	0.00	0.00%
FRANCHISE FEES	361,857.72	375,000.00	96.50%
GARAGE SALE PERMITS	3,120.00	3,000.00	104.00%
INTEREST REVENUES	0.00	2,000.00	0.00%
MISCELLANEOUS REVENUES	15,003.37	1,200.00	1,250.28%
PARK RENTAL	1,600.00	1,200.00	133.33%
SALES TAX - OTHER	1,074,807.57	1,087,044.00	98.87%
SPORTS COMPLEX FEES	46,680.29	50,000.00	93.36%
SRO REIMBURSEMENT REVENUES	21,037.08	35,000.00	60.11%
STATE TURNBACK	88,244.38	100,000.00	88.24%
<b>Revenue</b>	<b>\$3,110,617.54</b>	<b>\$2,716,779.00</b>	
<b>Gross Profit</b>	<b>\$3,110,617.54</b>	<b>\$2,716,779.00</b>	
<b>Revenue Less Expenditures</b>	<b>\$3,110,617.54</b>	<b>\$2,716,779.00</b>	
<b>Net Change in Fund Balance</b>	<b>\$3,110,617.54</b>	<b>\$2,716,779.00</b>	

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date		Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
	Jan 2017 Nov 2017 Actual			
<b>ADMINISTRATIVE DEPT</b>				
<b>Revenue</b>				
BOND FUND	1,792.74		0.00	0.00%
<b>Revenue</b>	<b>\$1,792.74</b>		<b>\$0.00</b>	
<b>Gross Profit</b>	<b>\$1,792.74</b>		<b>\$0.00</b>	
<b>Expenses</b>				
ADDITIONAL SERVICES EXPENSE	114,933.32		185,000.00	62.13%
ADVERTISING EXPENSE	6,463.84		5,000.00	129.28%
BREATHALYZER EXPENSES	420.89		0.00	0.00%
BUILDING MAINT & CLEANING	42,546.50		40,000.00	106.37%
CREDIT CARD FEE EXPENSE	3,818.24		0.00	0.00%
ELECTION EXPENSES	4,286.10		0.00	0.00%
INSURANCES EXPENSE	12,950.11		30,656.00	42.24%
LEGAL FEES	2,082.17		10,000.00	20.82%
MATERIALS & SUPPLIES EXPENSE	13,742.41		22,000.00	62.47%
MISCELLANEOUS EXPENSE	1,170.00		2,000.00	58.50%
NEW EQUIPMENT PURCHASE	2,176.08		16,000.00	13.60%
PAYROLL EXP - CITY ATTRNY	32,397.30		32,175.00	100.69%
PAYROLL EXP - ELECTED OFFICIA	69,075.92		83,500.00	82.73%
PAYROLL EXP - REGULAR	186,219.74		243,000.00	76.63%
PLANNING COMMISSION	11,969.91		19,400.00	61.70%
POSTAGE EXPENSE	1,335.97		4,000.00	33.40%
PROFESSIONAL SERVICES	51,046.67		41,500.00	123.00%
REPAIR & MAINT - EQUIPMENT	76.19		0.00	0.00%
REPAIR & MAINT - OFFICE EQUIP	92.66		5,000.00	1.85%
RETURNED CHECK	25.00		0.00	0.00%
TECHNICAL SUPPORT	6,885.21		11,000.00	62.59%
TELECOMMUNICATION EXPENSES	447.65		0.00	0.00%
TRAVEL, TRAINING & MEETINGS	9,623.02		15,000.00	64.15%
UTILITIES EXPENSES	47,047.25		50,000.00	94.09%
<b>Expenses</b>	<b>\$620,832.15</b>		<b>\$815,231.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$619,039.41)</b>		<b>(\$815,231.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$619,039.41)</b>		<b>(\$815,231.00)</b>	

Statement of Revenue and Expenditures

	Year-To-Date Jan 2017 Nov 2017 Actual	Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
<b>ANIMAL CONTROL DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	914.02	2,450.00	37.31%
MATERIALS & SUPPLIES EXPENSE	75.41	600.00	12.57%
NEW EQUIPMENT PURCHASE	0.00	800.00	0.00%
PAYROLL EXP - REGULAR	52,195.29	56,000.00	93.21%
PROFESSIONAL SERVICES	11,206.00	18,965.00	59.09%
REPAIR & MAINT - EQUIPMENT	673.85	1,563.00	43.11%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	541.25	728.00	74.35%
<b>Expenses</b>	<b>\$65,605.82</b>	<b>\$81,606.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$65,605.82)</b>	<b>(\$81,606.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$65,605.82)</b>	<b>(\$81,606.00)</b>	

Statement of Revenue and Expenditures

	Year-To-Date Jan 2017 Nov 2017 Actual	Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
<b>BUILDING PERMIT DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	1,642.80	3,500.00	46.94%
MATERIALS & SUPPLIES EXPENSE	2,545.00	1,500.00	169.67%
PAYROLL EXP - REGULAR	71,849.15	80,500.00	89.25%
REPAIR & MAINT - AUTOMOBILES	107.04	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	0.00	1,500.00	0.00%
TRAVEL, TRAINING & MEETINGS	2,554.72	3,483.00	73.35%
UNIFORMS/GEAR EXPENSE	996.83	750.00	132.91%
<b>Expenses</b>	<b>\$79,695.54</b>	<b>\$91,233.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$79,695.54)</b>	<b>(\$91,233.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$79,695.54)</b>	<b>(\$91,233.00)</b>	

Statement of Revenue and Expenditures

	Year-To-Date Jan 2017 Nov 2017 Actual	Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
<b>FIRE DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	3,389.38	8,000.00	42.37%
HAZMAT EXPENSES	2,270.12	2,400.00	94.59%
MATERIALS & SUPPLIES EXPENSE	3,931.37	7,500.00	52.42%
MISCELLANEOUS EXPENSE	242.94	500.00	48.59%
NEW EQUIPMENT PURCHASE	0.00	5,228.00	0.00%
PAYROLL EXP - REGULAR	258,678.70	298,000.00	86.80%
REPAIR & MAINT - EQUIPMENT	4,150.88	3,000.00	138.36%
REPAIR & MAINT - TRUCK	4,905.32	5,000.00	98.11%
TRAVEL, TRAINING & MEETINGS	629.00	4,000.00	15.73%
UNIFORMS/GEAR EXPENSE	2,109.77	11,162.00	18.90%
<b>Expenses</b>	<b>\$280,307.48</b>	<b>\$344,790.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$280,307.48)</b>	<b>(\$344,790.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$280,307.48)</b>	<b>(\$344,790.00)</b>	

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2017
	Jan 2017	Jan 2017	Dec 2017
	Nov 2017	Jan 2017	Percent of
	Actual	Dec 2017	Budget
<b>LAW ENFORCE - COURT</b>			
<b>Expenses</b>			
MATERIALS & SUPPLIES EXPENSE	1,319.18	1,100.00	119.93%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	1,274.20	3,000.00	42.47%
PAYROLL EXP - REGULAR	86,349.32	103,250.00	83.63%
SPECIAL COURT COSTS	0.00	6,500.00	0.00%
TRAVEL, TRAINING & MEETINGS	399.28	1,950.00	20.48%
<b>Expenses</b>	<b>\$89,341.98</b>	<b>\$116,200.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$89,341.98)</b>	<b>(\$116,200.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$89,341.98)</b>	<b>(\$116,200.00)</b>	



Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2017
	Jan 2017	Jan 2017	Dec 2017
	Nov 2017	Jan 2017	Percent of
	Actual	Dec 2017	Budget
<b>LAW ENFORCE - POLICE</b>			
<b>Expenses</b>			
BREATHALYZER EXPENSES	131.44	800.00	16.43%
DRUG TASK FORCE	1,500.00	2,000.00	75.00%
FUEL EXPENSES	21,462.61	37,500.00	57.23%
MATERIALS & SUPPLIES EXPENSE	29,168.94	31,894.00	91.46%
MISCELLANEOUS EXPENSE	0.00	1,000.00	0.00%
NEW EQUIPMENT PURCHASE	38,772.51	27,000.00	143.60%
PAYROLL EXP - REGULAR	721,013.20	779,000.00	92.56%
PAYROLL EXP - SRO	59,699.74	72,676.00	82.15%
REPAIR & MAINT - AUTOMOBILES	15,510.70	16,000.00	96.94%
REPAIR & MAINT - EQUIPMENT	1,643.68	3,000.00	54.79%
TRAVEL, TRAINING & MEETINGS	405.00	9,500.00	4.26%
UNIFORMS/GEAR EXPENSE	9,353.82	9,500.00	98.46%
UTILITIES EXPENSES	119.81	0.00	0.00%
<b>Expenses</b>	<b>\$898,781.45</b>	<b>\$989,870.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$898,781.45)</b>	<b>(\$989,870.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$898,781.45)</b>	<b>(\$989,870.00)</b>	

Statement of Revenue and Expenditures

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	Year-To-Date	Annual Budget	Jan 2017
	Jan 2017	Jan 2017	Dec 2017
	Nov 2017	Jan 2017	Percent of
	Actual	Dec 2017	Budget

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**LIBRARY**

<b>Expenses</b>			
LIBRARY TRANSFER	30,000.00	30,000.00	100.00%
<b>Expenses</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$30,000.00)</b>	<b>(\$30,000.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$30,000.00)</b>	<b>(\$30,000.00)</b>	

Statement of Revenue and Expenditures

	Year-To-Date Jan 2017 Nov 2017 Actual	Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
<b>PARKS DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	2,575.00	3,000.00	85.83%
MATERIALS & SUPPLIES EXPENSE	2,611.95	5,000.00	52.24%
MISCELLANEOUS EXPENSE	0.00	1,000.00	0.00%
NEW EQUIPMENT PURCHASE	12,000.00	10,000.00	120.00%
PAYROLL EXP - REGULAR	62,781.82	51,615.00	121.63%
PAYROLL EXP - SPORTS COMPLEX	65,292.12	64,700.00	100.92%
PROFESSIONAL SERVICES	0.00	3,100.00	0.00%
REPAIR & MAINT - EQUIPMENT	1,034.21	5,000.00	20.68%
SPORTS PARK FUEL	1,111.32	2,000.00	55.57%
SPORTS PARK MATERIALS	13,011.26	16,000.00	81.32%
SPORTS PARK NEW EQUIP	5,790.00	12,000.00	48.25%
SPORTS PARK PROF SERV	39,474.21	35,000.00	112.78%
SPORTS PARK REPAIR/MAINT	2,824.22	14,000.00	20.17%
SPORTS PARK UNIFORMS	1,082.50	750.00	144.33%
SPORTS PARK UTILITIES	12,313.39	20,934.00	58.82%
UNIFORMS/GEAR EXPENSE	656.31	750.00	87.51%
UTILITIES EXPENSES	2,107.81	3,000.00	70.26%
<b>Expenses</b>	<b>\$224,666.12</b>	<b>\$247,849.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$224,666.12)</b>	<b>(\$247,849.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$224,666.12)</b>	<b>(\$247,849.00)</b>	

Statement of Revenue and Expenditures

	Year-To-Date Jan 2017 Nov 2017 Actual	Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
<b>STREET DEPT</b>			
<b>Revenue</b>			
PAYMENT IN LIEU OF IMPROVEME	131,414.00	0.00	0.00%
<b>Revenue</b>	<b>\$131,414.00</b>	<b>\$0.00</b>	
<b>Gross Profit</b>	<b>\$131,414.00</b>	<b>\$0.00</b>	
<b>Expenses</b>			
TRANS TO STREET FUND	131,414.00	0.00	0.00%
<b>Expenses</b>	<b>\$131,414.00</b>	<b>\$0.00</b>	

Statement of Revenue and Expenditures

	Year-To-Date Jan 2017 Nov 2017 Actual	Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
<b>TRANSFERS BETWEEN FUNDS</b>			
<b>Revenue</b>			
STREET COUNTY TURNBACK	47,753.37	0.00	0.00%
<b>Revenue</b>	<b>\$47,753.37</b>	<b>\$0.00</b>	
<b>Gross Profit</b>	<b>\$47,753.37</b>	<b>\$0.00</b>	
<b>Expenses</b>			
STREET CITY SALE TAX	190,749.14	0.00	0.00%
STREET COUNTY TURNBACK EXPE	49,601.01	0.00	0.00%
<b>Expenses</b>	<b>\$240,350.15</b>	<b>\$0.00</b>	
<b>Revenue Less Expenditures</b>	<b>(\$192,596.78)</b>	<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>	<b>(\$192,596.78)</b>	<b>\$0.00</b>	

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2017
	Jan 2017	Jan 2017	Dec 2017
	Nov 2017	Jan 2017	Percent of
	Actual	Dec 2017	Budget
<b>Unallocated</b>			
<b>Revenue</b>			
GRANTS	3,500.00	0.00	0.00%
INTEREST REVENUES	3,408.04	0.00	0.00%
MISCELLANEOUS REVENUES	804.17	0.00	0.00%
STREET CITY SALES TAX	144,268.17	0.00	0.00%
<b>Revenue</b>	<b>\$151,980.38</b>	<b>\$0.00</b>	
<b>Gross Profit</b>	<b>\$151,980.38</b>	<b>\$0.00</b>	
<b>Expenses</b>			
STREET/ROAD REPAIRS	108,917.89	0.00	0.00%
<b>Expenses</b>	<b>\$108,917.89</b>	<b>\$0.00</b>	
<b>Revenue Less Expenditures</b>	<b>\$43,062.49</b>	<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>	<b>\$43,062.49</b>	<b>\$0.00</b>	

**LIBRARY FUND**  
**Statement of Revenue and Expenditures**

	Current Period		Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
	Jan 2017 Nov 2017 Actual			
<b>Revenue &amp; Expenditures</b>				
<b>Revenue</b>				
FINES/LOST ITEMS	5,094.87		3,000.00	169.83%
INTEREST REVENUES	27.78		0.00	0.00%
TRANS FROM GENERAL FUND	30,000.00		30,000.00	100.00%
WASHINGTON CO LIBRARY REVE	142,153.00		155,077.00	91.67%
<b>Revenue</b>	<b>\$177,275.65</b>		<b>\$188,077.00</b>	
<b>Gross Profit</b>	<b>\$177,275.65</b>		<b>\$188,077.00</b>	
<b>Expenses</b>				
ADVERTISING EXPENSE	499.68		0.00	0.00%
BOOKS AND MEDIA	22,694.15		32,000.00	70.92%
INSURANCES EXPENSE			2,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	9,824.62		12,000.00	81.87%
MISCELLANEOUS EXPENSE	88.00		500.00	17.60%
NEW EQUIPMENT PURCHASE	2,652.60		5,000.00	53.05%
PAYROLL EXP - REGULAR	85,357.26		120,000.00	71.13%
POSTAGE EXPENSE	107.81		300.00	35.94%
PROGRAMS EXPENSE	880.00		1,000.00	88.00%
REPAIR & MAINT - BUILDING	4,747.49		6,000.00	79.12%
TECHNICAL SUPPORT			400.00	0.00%
TRAVEL, TRAINING & MEETINGS	538.00		400.00	134.50%
UTILITIES EXPENSES	6,374.89		8,477.00	75.20%
<b>Expenses</b>	<b>\$133,764.50</b>		<b>\$188,077.00</b>	
<b>Revenue Less Expenditures</b>	<b>\$43,511.15</b>		<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>	<b>\$43,511.15</b>		<b>\$0.00</b>	

**STREET FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date Jan 2017 Nov 2017 Actual	Annual Budget Jan 2017 Dec 2017	Jan 2017 Dec 2017 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
FEMA REIMBURSEMENT	108,917.89	0.00	0.00%
GRANTS	195,044.97	0.00	0.00%
INTEREST REVENUES	53.45	100.00	53.45%
MISCELLANEOUS REVENUES	16,818.05	100.00	16,818.05%
PAYMENT IN LIEU OF IMPROVEME	131,414.00	0.00	0.00%
STREET CITY SALES TAX	174,444.01	157,607.00	110.68%
STREET COUNTY TURNBACK	47,753.37	40,000.00	119.38%
STREET STATE TURNBACK	378,397.59	387,443.00	97.67%
<b>Revenue</b>	<b>\$1,052,843.33</b>	<b>\$585,250.00</b>	
<b>Gross Profit</b>	<b>\$1,052,843.33</b>	<b>\$585,250.00</b>	
<b>Expenses</b>			
ADDITIONAL SERVICES EXPENSE	81.68	0.00	0.00%
ADVERTISING EXPENSE	977.84	0.00	0.00%
FUEL EXPENSES	5,482.09	9,000.00	60.91%
INSURANCES EXPENSE	0.00	3,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	9,335.32	13,000.00	71.81%
MISCELLANEOUS EXPENSE	156.13	500.00	31.23%
NEW EQUIPMENT PURCHASE	12,814.21	35,000.00	36.61%
PAYROLL EXP - REGULAR	165,338.84	184,000.00	89.86%
PROFESSIONAL SERVICES	249,768.79	20,000.00	1,248.84%
REPAIR & MAINT - BUILDING	10,320.90	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	12,427.39	10,000.00	124.27%
REPAIR & MAINT - TRUCK	55.83	0.00	0.00%
STREET LIGHTS	80,690.76	50,000.00	161.38%
STREET/ROAD REPAIRS	178,680.17	253,250.00	70.55%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	1,882.15	2,000.00	94.11%
UTILITIES EXPENSES	2,498.83	5,000.00	49.98%
<b>Expenses</b>	<b>\$730,510.93</b>	<b>\$585,250.00</b>	
<b>Revenue Less Expenditures</b>	<b>\$322,332.40</b>	<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>	<b>\$322,332.40</b>	<b>\$0.00</b>	



**Bond Fund Expense Account  
November 30, 2017**

**Street Construction Bond Fund**

<b>Beginning Balance</b>	
9/26/2017	\$2,631,282.81
<b>October Expenses</b>	
Jorgenson & Associates - Engineering and surveying for N. Appleby Road	
10/2/2017	\$3,800.00
Hutchens Construction - Overlay/paving of N. Appleby Road	
10/10/2017	\$49,940.75
<b>October Interest</b>	
10/31/2017	\$253.33
<b>Statement Balance 10/31/2017</b>	<b>\$2,577,795.39</b>
<b>November Expenses</b>	
Custom Pavement - pavement markings for school zones	
11/1/2017	\$7,930.00
McGoodwin, Williams & Yates - engineering for Southwinds drainage	
11/3/2017	\$7,770.00
Hutchens Construction - overlay Tyler and Gibson Hill	
11/3/2017	\$76,588.81
Key Architecture - architectural services for public works building	
11/15/2017	\$5,514.30
<b>November Interest</b>	
	\$1,660.35
<b>Statement Balance 11/30/2017</b>	<b>\$2,481,652.63</b>

**Park Construction Bond Fund**

<b>Beginning Balance</b>	
9/26/2017	\$2,161,017.44
<b>October Expenses</b>	
October Expenses	\$0.00
<b>October Interest</b>	
	\$357.77
<b>Statement Balance 10/31/2017</b>	<b>\$2,161,375.21</b>
<b>November Expenses</b>	
BSN Sports - portable pitching mounds, scorer's tables, drag mat, anchor clean tool, concrete paint	
11/21/2017	\$18,924.55
<b>November Interest</b>	
10/31/2017	\$1,248.33
<b>Statement Balance 11/30/2017</b>	<b>\$2,143,698.99</b>

# Committee Reports



**Farmington Finance Committee**  
Meeting Minutes

*November 13, 2017*

**Present:** Patsy Pike, Chair, Members: Kelly Penn, Ron Petrie, Mike Willard, Misty Wilson & Business Manager Melissa McCarville,

**Absent:**

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**Discussion:**

Misty explained that the Sports Complex is in need of a few items, described on the attached quotes. These items are at a 50% reduction. She also included the quotes for the cost of the items if purchased down the road. On the quote there are 6 mounds, 3 will replace the existing permanent mounds we have now and the other 3 will be for the softball fields. The portable mounds we have now are too small and are worn out; however, will put the old mounds in the bullpens. Also, on this quote are new scorer's tables. The wooden ones we have now are worn out and need to be replaced. The new tables are aluminum and will be red and match the bleachers. The other items on the quote are things that we will have to order for next spring season and are saving 50% on these items as well.

**Action**

Kelly made a motion to approve purchasing the items listed on quote #20946794 for a total price of \$18,924.55. Mike Willard seconded the motion and all were in favor.



11330 Arcade Drive, Suite 7  
 Little Rock, AR 72212  
 Tel: 501-407-8181 Fax: 501-407-9050  
 Visit us at www.bsnsports.com

Contact Your Rep  
**Dusty Crane** Email: dcrane@bsnsports.com | Phone: 479-409-1805

**Sold to**  
**1479746**  
**FARMINGTON SUMMER BALL**  
 PO Box 150  
 FARMINGTON AR 72730  
 USA

**Ship To**  
**2867915**  
**Farmington Parks and Rec**  
**MISTY WILSON**  
 354 West Main St.  
 FARMINGTON AR 72730  
 USA

**Payer**  
**1479746**  
**FARMINGTON SUMMER BALL**  
 PO Box 150  
 FARMINGTON AR 72730  
 USA

<b>Quote</b>
Cart #: 3275111
Purchase Order #: SCORERS TABLE
Cart Name: P & R - SCORES TABLES
Quote Date: 10/10/2017
Quote Valid-to: 10/31/2017
Payment Terms: NT00
Ship Via:
Ordered By: MISTY WILSON

Item Description	Qty	Unit Price	Total
<b>7-1/2' Scorer's Table Alum Red</b> Item # - BEST08CR	6 EA	\$ 449.95	\$ 2,699.70

Subtotal:	\$2,699.70
Other:	\$0.00
Freight:	\$512.99
Sales Tax:	\$313.24
Order Total:	\$3,525.93
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$3,525.93</b>



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**MISTY WILSON**  
 354 West Main St.  
 FARMINGTON AR 72730  
 USA

**Payer**  
**1479746**  
**FARMINGTON SUMMER BALL**  
 PO Box 150  
 FARMINGTON AR 72730  
 USA

<b>Quote</b>
Cart #: 3250236
Purchase Order #: MOUNDS OPT 1
Cart Name: P & R - MOUNDS OPT 1
Quote Date: 10/02/2017
Quote Valid-to: 10/31/2017
Payment Terms: NT00
Ship Via:
Ordered By: MISTY WILSON

Item Description	Qty	Unit Price	Total
<b>TRUEPITCH PITCHING MOUND-INTERMEDIATE</b> Item # - BBPORTPB	5 EA	\$ 3,499.99	\$ 17,499.95
<b>TRUEPITCH PITCHING MOUND-STANDARD</b> Item # - BBPORTRE	1 EA	\$ 4,299.99	\$ 4,299.99

Subtotal:	\$21,799.94
Other:	\$0.00
Freight:	\$3,269.99
Sales Tax:	\$2,444.32
Order Total:	\$27,514.25
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$27,514.25</b>



PO Box 7726  
 DALLAS, TX 75209  
 Tel: 1-800-527-7510 Fax: 1-800-899-0149  
 Visit us at www.bsnsports.com

Contact Your Rep  
 Joel Morace Email:jmorace@bsnsports.com | Phone:214-459-9031 x99031

**Sold to**  
 2027716  
 FARMINGTON CITY HALL  
 PO Box 150  
 FARMINGTON AR 72730  
 USA

**Ship To**  
 2027716  
 FARMINGTON CITY HALL  
 PO Box 150  
 FARMINGTON AR 72730  
 USA

**Payer**  
 2027716  
 FARMINGTON CITY HALL  
 PO Box 150  
 FARMINGTON AR 72730  
 USA

Quote	
Quote #:	20946794
Purchase Order #:	QT Misty Wilson
Cart Name:	
Quote Date:	10/19/2017
Quote Valid-to:	10/20/2017
Payment Terms:	NT30
Ship Via:	
Ordered By:	Misty Wilson

Item Description	Qty	Unit Price	Total
<b>TRUEPITCH PITCHING MOUND-INTERMEDIATE</b> Item # - BBPORTPB	5 EA	\$ 2,000.00	\$ 10,000.00
<b>TRUEPITCH PITCHING MOUND-STANDARD</b> Item # - BBPORTRE	1 EA	\$ 2,500.00	\$ 2,500.00
<b>7-1/2' Scorer's Table Alum Red</b> BEST08C Item # - BEST08CR	6 EA	\$ 285.00	\$ 1,710.00
<b>BIG LEAGUE BASE PLUG 3 PACK</b> Item # - BBBLPLUGPK	7 PAC	\$ 20.00	\$ 140.00
<b>STEEL DRAG MAT 6' X 3'</b> DMAT6X3 Item # - 1200430	2 EA	\$ 125.00	\$ 250.00
<b>MAC ANCHOR CLEAN OUT TOOL</b> Item # - BBDIGOUT	2 EA	\$ 8.00	\$ 16.00
<b>White Concentrate Paint - 1 Gallon Pail</b> Item # - 1379971	3 EA	\$ 33.50	\$ 100.50

Subtotal:	\$14,716.50
Other:	\$0.00
Freight:	\$2,526.81
Sales Tax:	\$1,681.24
Order Total:	\$18,924.55
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$18,924.55</b>

# Agenda Item 10

(remove from inventory)



City of Farmington  
354 W. Main Street  
P.O. Box 150  
Farmington, AR 72730  
479-267-3865  
479-267-3805 (fax)

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Penn, City Clerk  
From: Brenda Coleman/Floyd Shelley  
Re: Remove items from inventory  
Date: December 11, 2017

**Recommendation**

Cleaning up inventory and requesting the removal of the following:

1. Sandpro Groomer model 08703, Serial # 314000378 from Parks inventory.
2. Groomer attachment model TSGL650T7C, Serial #13700 from Parks inventory.
3. New Holland Backhoe Bucket, Serial # 716399016, city tag # 838 from Public Works inventory.
4. New Holland TD5050 Tractor & loader, Vin # ZAJN51780, city tag # 354 from Public Works inventory.

**Background**

Groomer and attachment were destroyed in Sport Complex building fire in 2015 but never removed from inventory.

New Holland backhoe bucket, tractor and loader were traded in on a New Holland TLB Backhoe on 4-16-15 but never removed from inventory.

**Budget Impact**

none



# Agenda Item 11

City of Farmington  
Attn: Kelly Penn, City Clerk  
Attn: Melissa McCarville, City Manager

RE: Request to appeal the rezoning of Lot 17 Rainsong


Dear Ms. Penn and Ms. McCarville:

Please accept this letter as my request for an Appeal Hearing regarding the denial of rezoning of Lot 17 Rainsong, Farmington, Arkansas from R-2 to MF-2. Pursuant to Arkansas Law, the City in considering zoning requirements the Planning Commission must consider such things as:

1. The appropriate and best use of the land;
2. Convenience of traffic and circulation of people and goods;
3. The efficiency, economy and process of development.

In 2001, I purchased Lot 17 Rainsong (approx. 2.5 acres) and it was zoned R-2. The R-2 zoning was defined as multi-family and at that time there was no MF-1 or MF-2 zoning. Moreover, since that time every lot on Rainsong has an existing duplex, fourplex, and a retirement center known as Peachtree. All these multi-family structures were built under R-2 zoning. It is my understanding since the City has redefined some of their zoning ordinances, similar owners have incurred this exact same situation and the City has granted the rezoning from R-2 to MF-2. Therefore, the appropriate and best use of the land would also be for multi-family purposes.

In researching my records, I cannot find where I received notice of the zone changing of R-2 to single family which has a direct impact on the lot in question. Therefore, I submit it would be in the best interest of not only the City of Farmington, the surrounding property owners, and me that the Planning Commission reconsiders rezoning Lot 17 Rainsong from R-2 to MF-2. Your attention to this matter is deeply appreciated.

Respectfully,  
  
Sue Bartholomew, Owner  
Lot 17 Rainsong

**Planning Commission Minutes  
November 27, 2017**

**1. ROLL CALL** – Meeting was called to order by Chairman Robert Mann. A quorum was present.

**PRESENT**

Howard Carter  
Jay Moore  
Matt Hutcherson  
Robert Mann, Chair  
Gerry Harris  
Judy Horne  
Bobby Wilson

**ABSENT**

Toni Bahn

**City Employees Present:** Melissa McCarville, City Business Manager; Rick Brammall, City Inspector; Steve Tennant, City Attorney

**2. Approval of Minutes:** October 23, 2017 Minutes were approved as written.

**3. Comments from Citizens:** No comments by citizens.

**PUBLIC HEARING**

**4A. Rezoning Request from R-2 to MF-2 for Lot 17 on Rainsong Street, Grasslands Subdivision**

Property owner is Southwinds Real Estate, Inc. Jason Young of Bates and Associates Engineers was present to discuss the request.

Representatives of the City had no comments.

At the October 2017 meeting, Mr. Jason Young asked to table the rezoning request until further review and study could be completed regarding covenants and restrictions on the property.

He explained that he had discovered there are no covenant restrictions on the property in question, therefore he was present to again ask for the rezoning from R-2 to MF-2. He said the area in question has not been subdivided into separate lots.

Nathan Ogden who wishes to develop the property was asked why he had not asked for a higher zoning designation such as MF-1 which would require 7,500 square feet per unit rather than the 6,000 square feet requirement of MF-2. This would reduce the number of units built and would result in less land being covered and less runoff from buildings. Mr. Ogden said he wished to maximize land use as much as possible to get as much out of it as he could. With MF-1 zoning, he said fewer units could be built. The MF-2 zoning classification would allow 14 units to be built.

**Comments:**

**Gaylon Estopy**, a property owner in the area (151 – 153 Rainsong) talked about the flooding and lack of good drainage at that location. He brought photos of the flooding which showed the entire street near the creek and property in question under water.

**Janet Nordlie**, Operating Manager of Peachtree Village, had sent a letter which had been provided to each Commissioner. A copy of the letter is attached to these minutes. She also was present at this meeting and spoke against the zoning request. She reiterated the main points of the letter:

- 1) The Farmington Planning Commission's purpose provides for resident safety and general welfare as well as for adequate public utilities and facilities.
- 2) The existing drainage system on Rainsong Street is inadequate and puts residents at risk during flooding.
- 3) MF-2 zoning allows for more building and parking coverage of the lot than R-2. More land coverage leaves less area for water absorption and causes more water drainage off the lot.

She concluded by noting that in April 2017 many Peachtree residents had to be moved to another area in the building due to flooding of their apartments. They could not be moved out of the building because the flooding blocked Rainsong Street in both directions.

Judy Horne said that e-mail messages from Daniel Kelsey and Cris Bartlett that expressed strong opposition to the rezoning would be attached to these minutes. Each Commissioner had received these e-mails prior to the meeting.

Melissa McCarville, City Business Manager, explained the process for appeal if Commission denies rezoning request. The next step would be to appeal to City Council at their December 11 meeting, which also is a public meeting. However, the City Council is not required to notify the people involved in the surrounding area.

Chairman Robert Mann called for question to rezone Lot 17 on Rainsong from R-2 to MF-2. Upon roll call vote, the vote was six "No" and zero "Aye". Motion failed.

Melissa McCarville told Mr. Young they have 15 days to appeal the decision.

#### **4B. Rezoning Request from R-1 to R-3 for 65 North Double Springs Road – Home Star Rentals, LLC (Tom Sims) property owner**

Ferdi Fourie of Civil Design Engineers, Inc. presented the request for the property located between Ridgedale St. and Wolfe Lane.

Melissa McCarville reminded that this property had been considered several months ago for multi-family zoning but they had pulled the request from the agenda to await the approval of new zone R-3.

#### **Public Comment:**

**Barbara O'Brien**, 336 Ridgedale, said increased density, transient renters, and increased traffic on Ridgedale and on the short stub street, Sugar Pine (when opened to the new development), would devalue the Ridgedale homeowners' property. She was also concerned about the drainage runoff onto current property owners, some who have spent considerable money to try and control the water flow. She said that she had seen Mayor Ernie Penn on TV and that he had stated Farmington was not like other communities. She felt that crowded housing would actually make Farmington just like surrounding cities.

**Doug Falknor**, 324 Ridgedale, also was opposed to the rezoning. He said that their area was zoned R-1; he further noted that with the R-3 zone, even more units could be built on the property than if it had been zoned for multi-family.

**Pat Page**, 315 Ridgedale, was concerned about a potential fire hazard due to the layout and close arrangement of the housing units. Also, she believed that rentals would deteriorate and cause a decline in the Ridgedale property values; she said the traffic on Double Springs would become very hazardous because the Middle School caused big traffic back-ups morning and afternoon; she was concerned about the increased water flow off of roofs and driveways that would flood the Ridgedale homes; and she was concerned about personal disagreement issues that might occur among renters in the proposed development.

Jay Moore asked about size of the proposed homes and Tom Sims of Trademark Homes said they would range from 1,400 to 1,800 square feet with room for 5 cars to be parked in back of each home. Jay Moore was concerned about traffic problems on Double Springs. Tom Sims said it was only a problem at the two peak times each weekday (morning and afternoon.)

Mr. Sims said that with R-3 zero-lot line designation, some of the single-family homes would be sold and would be in the \$155,000 to \$225,000 range. He felt this development would actually increase property value of homes in the area.

Chairman Mann called for question. Upon roll call, "Ayes" were Howard Carter, Judy Horne, and Bobby Wilson. "No" votes were Jay Moore, Matt Hutcherson, and Gerry Harris. With a tie vote of 3 – 3, Chairman Mann voted "Aye" to make the vote 4 "Aye" and 3 "No" and motion passed. This will go to City Council for their December 11, 2017 meeting.

#### **4C. Request to reconsider rezoning prior to 12 months for Farmington Heights-Phase 2 S. 54<sup>th</sup> Street**

Ferdi Fourie of Civil Design Engineers, Inc. was present to answer questions. He had presented a proposal recently, but Planning Commission had denied the rezoning request. The rule states that another request can't be made for one year. However, at that time, the R-3 zone was not available to be included in the rezoning proposal. That is why this request was being made prior to the one-year waiting period.

The City had no comments regarding the request.

Jay Moore questioned if it was possible to ask for two different zones (R-2 and R-3) in one tract of land. The answer was "Yes." Gerry Harris asked if the areas shown as R-2 could later be changed by the developer to R-3. The answer was "No. The developer would have to use the plan as presented."

There was no public comment.

Chairman Mann called for question and motion passed 6-0 in favor of allowing the request for rezoning prior to the one-year waiting period.

#### **4D. Rezoning Request from A-1 to R-2 and R-3 for Farmington Heights-Phase 2 – S. 54<sup>th</sup> Street Property owned by Indian Territory, LLC**

Ferdi Fourie of Civil Design Engineers, Inc. stated the first phase had been the property on West Sellers Road. The rezoning request now is for Phase 2 - land south of Phase 1 - and located on South 54<sup>th</sup> Street. The R-3 (zero-lot-line) area will include 9 acres and R-2 will include 21 acres.

Jay Moore asked who would maintain the lawn areas for the R-3 zero-lot-line homes.

Mr. Fourie thought a POA would determine that. The homes in R-3 would range from 1,400 – 1,800 square feet.

**Public Comment:**

**Ashley Swaffer**, 558 Sellers Road (located just north of proposed Phase 2) said she was opposed to this rezoning. She said it does not fit in with the area nor specifically with the recently approved Phase 1 subdivision which is zoned R-1. She said she could support an R-1 zone for the entire area, but not this current proposal. She felt it was going to greatly increase traffic

Mr. Fourie said there were 125 lots (approximately 3 lots per acre) in Phase 1 that was approved previously.

Several Commissioners questioned the proposed rezoning request.

Chairman Mann called for question to rezone the property on S. 54<sup>th</sup> Street from A-1 to R-2 and R-3 however, due to the discussion, Mr. Fourie asked that this request be tabled until the December meeting. Request was granted.

**4E. Variance Request - Lot Split – 814 Gibson Hill Road, Property owned by Barbara J. Mashburn Revocable Trust**

The request was presented by Leonard Gabbard, surveyor for James Layout Services.

Melissa McCarville said the city had previously given three lot-splits for a total of four lots. That is why they now had to come to the Planning Commission for one additional lot split. After that, they would have to wait 10 years for any further lot splits OR they could submit subdivision plan prior to ten years.

The area in question is 75 acres with all lots greatly exceeding the R-E (Residential Estate) 2 acre minimum. These are small farms.

**Public Comment:**

**Lance Poole**, 910 Gibson Road said he was building a home on 12 acres there. He said he would have a well and a septic system; West Washington Water Authority is not allowing additional taps at this time. He was concerned about the impact on his land and also wanted clarification about the lot splitting.

Chairman Mann called for question to waive subdivision requirements and allow a lot-split into 4 lots. Motion passed unanimously, 6-0.

**5. Adjournment:** Having no further business, meeting was adjourned.

Operating Manager, Peachtree Village of Farmington  
Janet Nordlie, Operating Manager  
55 West Rainsong St, Farmington, AR 72730



October 16, 2017

Farmington Planning Commission  
Farmington City Hall  
354 West Main St, Farmington, AR 72730

SUBJECT: Rezoning of Washington County Parcel #760-02468-000 from R-2 to MF-2

Dear Farmington Planning Commission,

We received notice of application for rezoning of Washington County Parcel #760-02468-000 from R-2 to MF-2. This letter documents our opposition to this request. We request that the rezoning of the subject parcel be denied.

**INTRODUCTION:** Our opposition is based on risk for increased flooding due to already inadequate drainage in this neighborhood. Numerous residences were flooded in the recent storms during April 2017, and there have been numerous high water and flood events prior to this. The drainage creek that runs under Rainsong Street and along the side of Parcel #760-02468-000 is not large enough to handle the water that runs into this drainage system as it is. As each new townhouse or apartment building with all the paved parking areas is added, the flooding gets worse and worse – less ground for the water to soak in. Rezoning the subject parcel puts residents of our neighborhood at risk of safety and decline in general welfare due to increased risk of flooding.

**POINT 1: The Farmington Planning Commission's purpose provides for resident safety and general welfare as well as for adequate public utilities and facilities.**

WHEREAS, Title 14, Chapter 14.04.03 states " ... and to promote, in accordance with present and future needs, the safety, order, convenience, prosperity, and general welfare of the citizens of Farmington."

WHEREAS, Title 14, Chapter 14.04.03 states " ... for healthful and convenient distribution of population; for good civic design and arrangement; and for adequate public utilities and facilities."

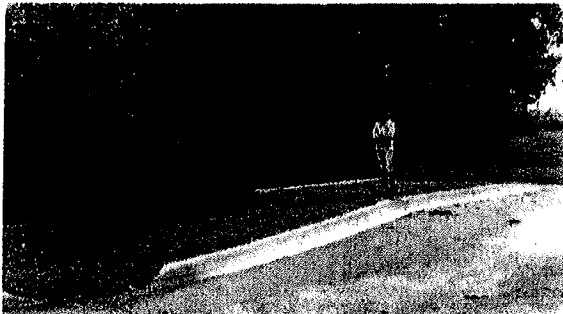
**POINT 2: The existing drainage system on Rainsong Street is inadequate and puts residents at risk during flooding.**

WHEREAS, Flooding has occurred numerous times on Rainsong Street, most recently in April 2017, due to the inadequate public drainage system.

WHEREAS, the drainage system is inadequate and water rises over the top of the street. See Figure 1 of the drainage under Rainsong. Figure 1 shows force and height of the flooding with the remaining debris. The tree had washed up into the road but was moved for passage. Figure 2 is same location, but camera is pointing towards the subject property. Figure 3 shows how high the water level got over the road before receding. All pictures were taken on April 30, 2017, after the floods had receded.

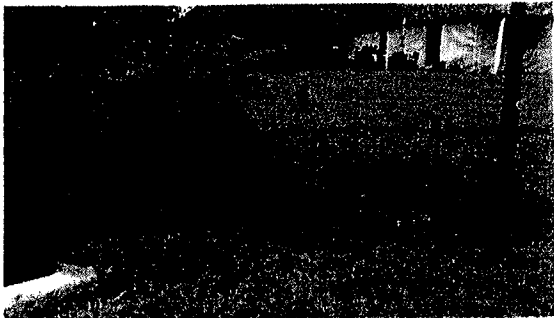


*Figure 1 Drainage Creek Under Rainsong - Day After Flooding*



*Figure 2 Trees Washed up on Rainsong in Drainage Creek*





*Figure 3 Debris North of Drainage Ditch Showing Water Level*

WHEREAS, during the flooding in April 2017, there was no way to evacuate residents safely. They had to harbor in place, introducing fall risks and other safety risks from the flood water.

**POINT 3: MF-2 zoning allows for more building and parking coverage of the lot than R-2. More land coverage leaves less area for water absorption and causes more water drainage off the lot.**

WHEREAS, Title 14, Chapter 14.20.01(8) MF-2 states "The purpose of this district is to provide for high density residential development for attached living complexes."

WHEREAS, Title 14, Chapter 14.20.01 MISCELLANEOUS PROVISIONS RESIDENTIAL DISTRICTS lists various requirements regarding lot coverage and parking. With Parcel #760-02468-000 being 2.18 acres, rezoning to MF-2 could result in additional 6 duplexes with a minimum of 12 parking spaces or a church with a minimum of 30 parking spaces.

**SUMMARY:** The Farmington Planning Commission has the people of Farmington's safety and well-being at heart when they make their decisions. They must also consider if the utilities and other services are adequate before approving zoning changes. There is a history of flooding and storm water drainage backup on Rainsong Street. MF-2 zoning would increase the amount of storm water runoff and increase the risk of flooding in the future.

Without extensive upgrades to the existing storm drainage system in this area, the subject request to change the zoning from R-2 to MF-2 should be denied. Rezoning the subject parcel puts residents of our neighborhood at risk of safety and decline in general welfare due to increased risk of flooding.

Sincerely,

*Joan Nordlie*

Operating Manager, Peachtree Village of Farmington

## Melissa McCarville

---

**From:** Melissa McCarville <melissamccarville@cityoffarmington-ar.gov>  
**Sent:** Monday, November 27, 2017 8:54 AM  
**To:** 'Kelsey'  
**Cc:** erniepenn@cityoffarmington-ar.gov  
**Subject:** RE: Washington County Parcel #760-02468-000, located on West Rainsong St  
**Attachments:** 20171127081600.pdf

I apologize for not responding sooner, we were off Thursday and Friday for the Thanksgiving holiday. I've attached the portion of our zoning ordinance that specifies the notification of adjacent property owners. There is not a qualification that owners must be notified 10 days in advance. It only requires adjacent property owner notification and they did notify the 8 properties that are adjacent. I do see where it says on the application for rezoning that the letters should go out 10 days in advance. That is a suggestion, not a part of the ordinance. This is also the second time this property has come before the planning commission. It was tabled the first time, when an item is tabled re-notification is not required. They notified again as a courtesy.

The planning commission has serious concerns about the development of this property, which is why they tabled it the first time it came before them. Much of the concern stems from the location of the property with relation to flood plain and drainage. They have asked for the petitioner to provide information regarding what is required for development that is close to the flood plain. The petitioner has been in contact with the engineer that acts as our flood plain manager for what the requirements are when developing in the flood plain.

If the rezoning is approved, this is just the first step in the development process. The City of Farmington has a very stringent Drainage Criteria Manual that must be followed. Plans are reviewed by the city's consulting engineer and in this case they would have to complete a flood plain development application that would be reviewed by our flood plain manager. Nearly all development is required to have detention on their property.

In addition, the City has just begun an engineering study in the area of Southwinds and Rainsong, including this particular area where this property is located. Once the study is complete, we will begin the process of constructing the improvements.

I appreciate your comments and will provide a copy of your email to the planning commissioners. If you have other questions please let me know.

**From:** Kelsey [mailto:sgt.kelsey@gmail.com]  
**Sent:** Friday, November 24, 2017 1:25 PM  
**To:** melissamccarville@cityoffarmington-ar.gov; Matmahan@ci.fayetteville.ar.us; GAYLON ESTOPY; Kathy Coleman  
**Subject:** Washington County Parcel #760-02468-000, located on West Rainsong St

Melissa,

I recently received a letter from Bates & Associates, Inc. regarding Washington County Parcel #760-02468-000 owned by Southwinds Real Estate, Inc. The letter's intention was to provide notice that an application has been filed to rezone the parcel of property above which is located on West Rainsong Street.

A delivery notification dated 11/22/2017 was received by my tenants located at my duplex property at 143 Rainsong St. I went to the post office on 11/24/2017 (today) and picked up the certified mail which served as the notification. Delivery of the notification was attempted on 11/22/2017, but the public hearing on this application is dated 11/27/2017. This is less than the 10 days notice required by the City of Farmington for rezoning notification. I have also spoken with several homeowners in the area to which this letter references, and to whom may be affected by this rezoning. They have not received any notification of rezoning.

This is an important matter that needs appropriate and careful consideration. My property is adjacent to the aforementioned parcel and this entire area has experienced substantial flooding on two separate occasions in past 7

years. This flooding was largely due to the expansion of the subdivision south of Rainsong St., inadequate drainage maintained by the city, and the creek located to the east of this property that is maintained by the Corps of Engineers. This entire area was impacted substantially on 2 separate occasions with the past 7 years, causing severe financial and economic impact to the area and the homeowners.

If this parcel is re-zone from R-2 to MF-2, there are many concerns noted by property owners in the area. First, there is already an issue of proper drainage in this neighborhood, and re-zoning the property to allow for a large apartment building certainly will not help. Second, depending on the type of multi-family structure that is built, current property owners may experience a decline in property values or quality of tenancy. This subdivision was designated R-2 upon its development. Property owners in this neighborhood purchased property based on that zoning requirement. It is unfair to property owners in this neighborhood to change the zoning without careful consideration and public acknowledgement.

We are respectfully requesting that you re-schedule the public hearing scheduled on November 27, 2017 at 6pm on the rezoning of Washington County Parcel #760-02468-000 to a later date in order to give fair opportunity and notification for property owners to voice their concerns. Thank you.

Sincerely,

Daniel Kelsey  
Owner of property located at 143/145 W. Rainsong St.

## Melissa McCarville

---

**From:** Cris Bartlett, LPC <cris@crisbartlettllpc.com>  
**Sent:** Monday, November 27, 2017 11:18 AM  
**To:** melissamccarville; Ernie Penn; floydshelley@cityoffarmington-ar.gov  
**Subject:** Public Hearing, Parcel #760-02468-000

Dear Planning Commission,

Please accept this email in lieu of a letter due to the recent holiday. I will be unable to attend this evening but wish to add my concerns to the proposed rezoning of the above parcel. I own the property at 142 Whitney Lane, Farmington, adjacent to the above parcel. My issue is not specifically with the question of rezoning, as most of Southwinds is already multi-family units, but with the increased development that such zoning will create.

I second the concerns previously submitted by the manager of Peachtree Village. With each new home built in my area, the inadequacy of the current drainage system is illustrated and results in significant water damage to my property. More homes have been built on Trotters Crossing, Vineyard Avenue, Signature Drive, and Greenfield Avenue and appear to correlate with increased flooding of my property from the drainage trough at the corner of Signature and Greenfield which drains directly to the southeast corner of my lot. I have shared these concerns with Ms. McCarville, Mr. Penn, and Mr. Shelley along with video showing the damages.

Simply put, more development and the lack of improvement to the drainage system near my property, leaves me wondering how much more expense am I supposed to bear correcting damages for the sake of development and tax revenue? I ask the City and Commission to take these factors into account.

Respectfully submitted,

**Cris Bartlett, M.Ed., M.S., LPC**

*Licensed Professional Counselor*

65 W. Main Street, Suite 1 (Office)

PO Box 1830 (Mailing)

Farmington, AR 72730

(479) 879-0094 phone / (888) 547-7660 fax

[www.crisbartlettllpc.com](http://www.crisbartlettllpc.com)

**Note: Please do not send any confidential or urgent information to me via email. Instead, please call the office number listed above. All information transmitted from this email address is HIPAA compliant.**

This e-mail, including any attachments, is intended only for the recipient(s) and may contain information that is privileged or confidential under applicable law. If you have received this e-mail in error, or are not the named recipient(s), please do not review, copy or disseminate it. Please permanently delete the transmission then notify me by return e-mail.

City of Farmington  
Application for Rezoning

Please fill out this form completely. supply all necessary information to support your request. Your application will not be placed on the agenda for Planning Commission until all information is furnished.

Applicant: Nathan Ogden Day Phone: 479-973-5109  
 Address: 10024 N Campbell Rd, Fayetteville, AR 72701 Fax: \_\_\_\_\_  
 Representative: Jason Young Day Phone: 479-442-9350  
 Address: 7230 S. Pleasant Ridge Dr, Fayetteville, AR Fax: \_\_\_\_\_  
 Property Owner: Southwinds Real Estate Inc Day Phone: 479-267-4000  
 Address: P.O. Box 745, Farmington, AR 72730 Fax: \_\_\_\_\_  
 Indicate where correspondence should be sent (circle one): Applicant  **Representative**  Owner

Describe Proposed Property In Detail (Attach additional pages if necessary)

Property Description

Site Address -- W Rainsong St (Lot 17, Grasslands S/D)  
 Current Zoning -- R-2 Proposed Zoning -- MF-2

Attach legal description and site plan (a scaled drawing of the property to be rezoned showing accurate lot lines, surrounding zoning, adjacent owners and a north arrow is required.)

Type of zoning requested and reason for request:

Nathan Ogden, of Pick-It Construction, is requesting this rezoning for the purpose of constructing 2 7-unit multi-family dwellings.

Responsibilities of the Applicant:

1. The applicant shall be responsible for providing the name and address of all adjacent property owners. The notice to all adjacent property owners must be sent by certified mail, return receipt requested at least ten (10) days prior to the Planning Commission meeting. Evidence in the form of a signed Affidavit (see attached), that notice has been given to all adjacent property owners by certified mail, return receipt requested, will be submitted. Notification should be sent after the City of Farmington has accepted the application and the date of the public hearing has been confirmed. The required Affidavit and supporting exhibits (mailing receipts, list of property owners of record and copy

of notice) shall be filed with the City of Farmington no later than seven (7) days prior to the meeting date. A sample notice is attached.

2. Pay a \$25.00 application fee
3. Provide a copy of the deed of the property.
4. Written authorization from the property owner if someone other than the owner will be representing the request.
5. Publish the following notice of public hearing in a newspaper serving the City (*Northwest Times, the Morning News, Arkansas Democrat-Gazette or The Farmington Post*). **THE NOTICE MUST APPEAR IN THE PAPER A MINIMUM OF 15 DAYS BEFORE THE PUBLIC HEARING DATE.**

#### NOTICE OF PUBLIC HEARING

A petition to rezone the property as described below has been filed with the City of Farmington on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

#### PLACE LEGAL DESCRIPTION OF PROPERTY HERE

A public hearing to consider this request to rezone the above described property from \_\_\_\_\_ to \_\_\_\_\_ will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, at 6:00 p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.

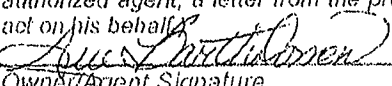
A copy of the proof of publication from the newspaper must be provided to the City 10 days before the meeting.

The City will post a sign on the property at a location visible to the public, notifying the public of the intent to rezone the property.

*Applicant/Representative: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City of Farmington may not approve my application or may set conditions on approval.*

 \_\_\_\_\_ Date 9/19/17  
Applicant Signature

*Property Owner/Authorized Agent: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his behalf.)*

 \_\_\_\_\_ Date 9/19/17  
Owner/Agent Signature

# RECEIPT

DATE 7/10/10 No. 502704RECEIVED FROM Mrs. J. J. [unclear] \$ 100.00100.00 DOLLARS FOR RENT  
 FOR rent

ACCOUNT	
PAYMENT	
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY J. J. [unclear]

AGENT AUTHORIZATION

I (We) Southwoods Real Estate, Inc, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s), Nathan Ogden of Pick-It Construction, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City of Farmington considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Sue Bartholomew  
Property Owner - Signature

Sue Bartholomew  
Property Owner - Print

\_\_\_\_\_  
Property Owner - Signature

\_\_\_\_\_  
Property Owner - Print





**Bates &  
Associates, Inc.**

**Civil Engineering · Land Surveying · Landscape Architecture**

7230 Pleasant Ridge Dr. / Fayetteville, AR 72704  
PH: 479-442-9350 \* FAX: 479-521-9350

September 19, 2017

RE: West Rainsong Street Rezoning Request

To whom it may concern,

Bates & Associates, Inc. requests that the following notice be published in the Arkansas Democrat Gazette no later than Sunday, October 8. Please provide us with an affidavit of publication when the notice has run.

---

NOTICE OF PUBLIC MEETING

An petition to rezone the property as describe below has been filed with the City of Farmington on the 22<sup>nd</sup> day of September, 2017.

Legal Description:

LOT 17, GRASSLANDS SUBDIVISION, PHASE 2, TO THE CITY OF FARMINGTON, ARKANSAS, AS PER THE PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

Layman's Description:

2.05 acres, located on West Rainsong Street, West of Peachtree Village Retirement Community.

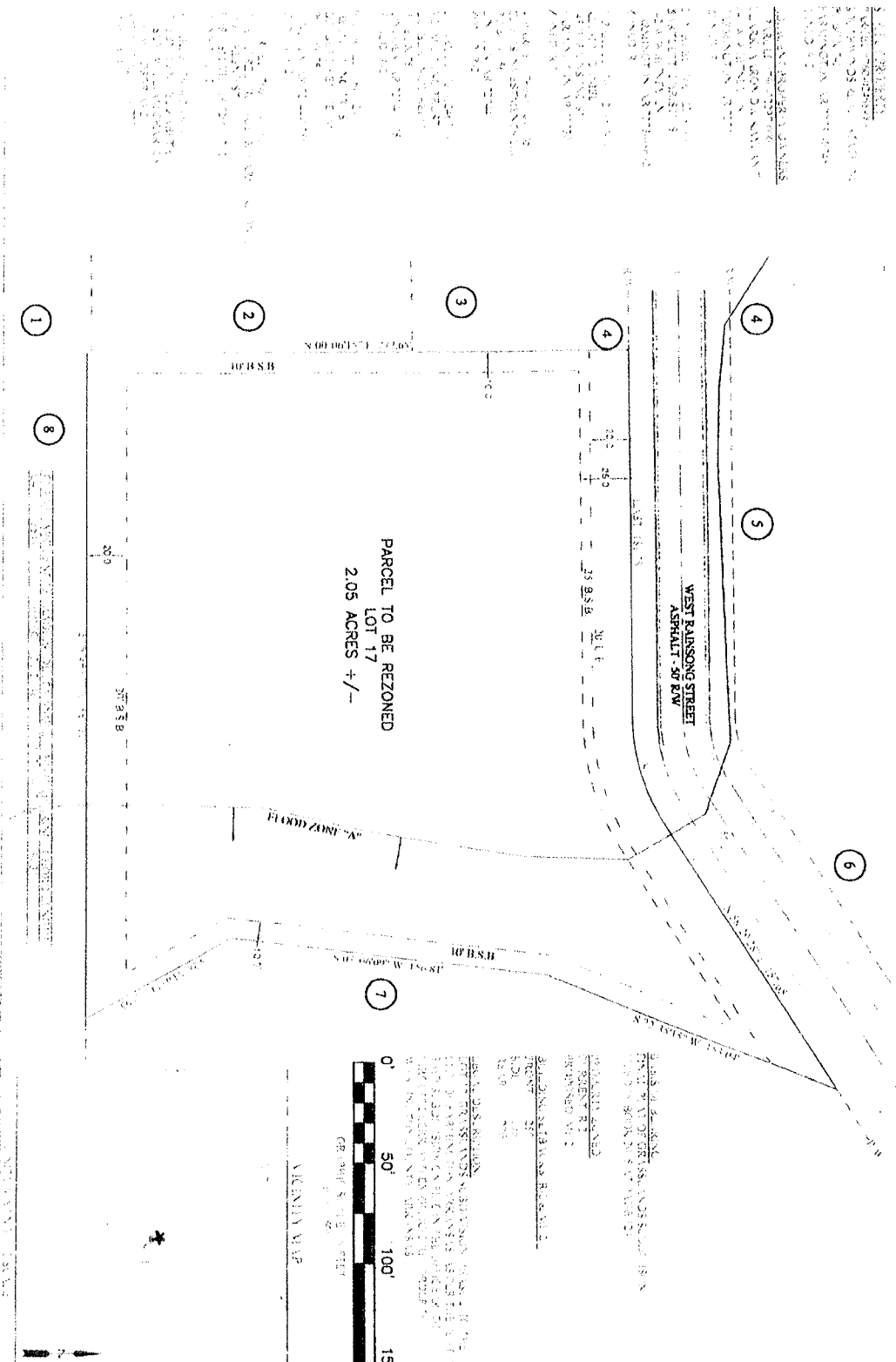
A public hearing to consider this request to rezone the above described property from R-2 to MF-2 will be held on the 23<sup>rd</sup> day of October, 2017, at 6:00 p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.

---

Sincerely,

Jason Young  
Project Manager  
Bates & Associates, Inc.

# REZONING EXHIBIT



PARCEL TO BE REZONED  
LOT 17  
2.05 ACRES +/-

WEST RAINSONG STREET  
ASPHALT - 50' RW

FLOOD ZONE "A"



LOUISE ANDRE BEHAR  
NATHAN OGDEN  
PICK-IT CONSTRUCTION  
ADDRESS  
WEST RAINSONG STREET  
FARMINGTON, ARKANSAS

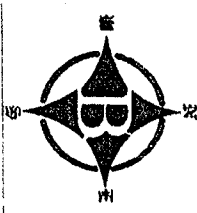
DATE: 9/19/11  
BY: [Signature]

**Bates & Associates, Inc.**  
Engineers - Surveyors - Landscape Architects

2220 West 10th Street - Farmington, Arkansas 72521 - 501-442-5100 Fax 501-442-5101

**LEGEND:**

- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINE
- PROPERTY OF OTHER
- FLOOD ZONE
- BUILDING FOOTPRINT
- UTILITY LINES





**Bates &  
Associates, Inc.**

**Civil Engineering - Land Surveying - Landscape Architecture**

7230 Pleasant Ridge Dr. / Fayetteville, AR 72704  
PH: 479-442-9350 \* FAX: 479-521-9350

September 19, 2017

**WEST RAINSONG ST (LOT 17 GRASSLANDS SUBDIVISION) REZONE  
LEGAL DESCRIPTION**

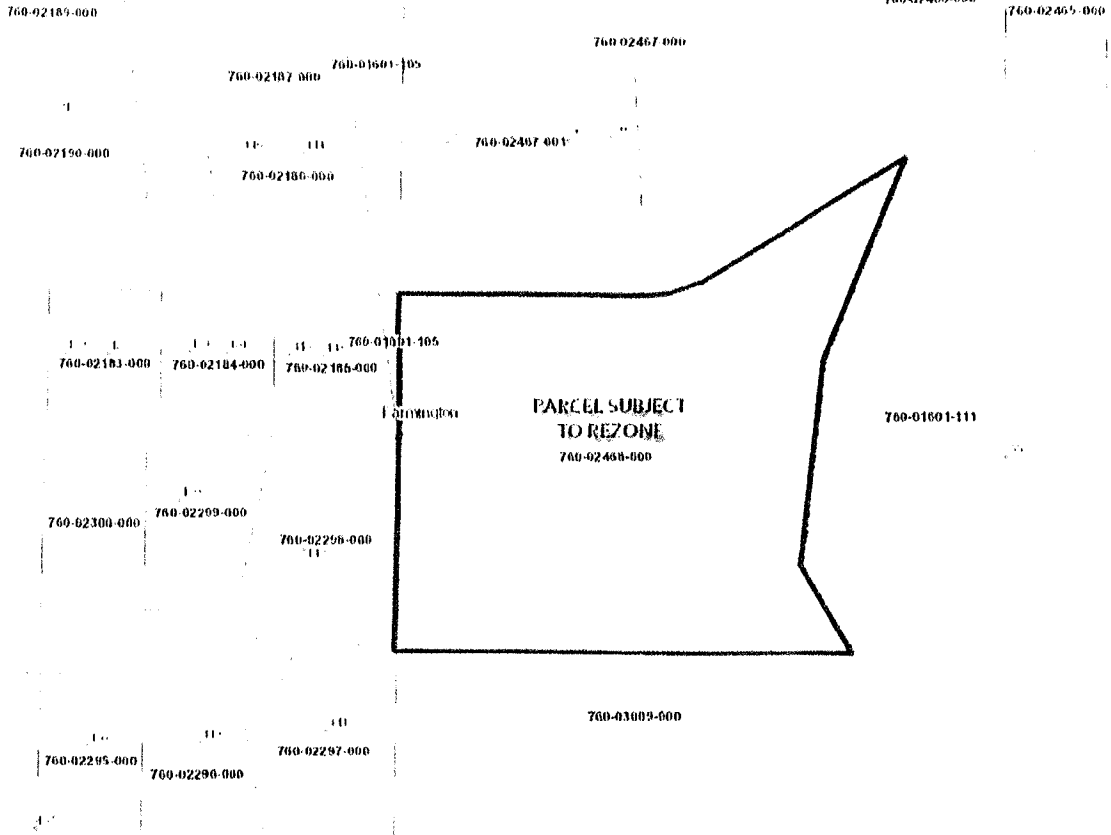
PARCEL #760-02468-000:

LOT 17, GRASSLANDS SUBDIVISION, PHASE 2, TO THE CITY OF FARMINGTON,  
ARKANSAS, AS PER THE PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF  
THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY,  
ARKANSAS.

Sincerely,

Jason Young  
Project Manager  
Bates & Associates, Inc.

# Parcel Map



**WARRANTY DEED**  
**(Partnership)**

FILED FOR RECORD  
'01 NOV 19 PM 2 41

WASHINGTON COUNTY  
B. STAMPS

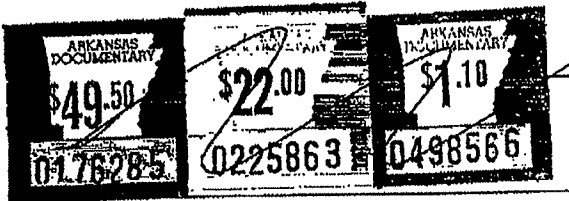
KNOW ALL MEN BY THESE PRESENTS:

That Vista West Limited Partnership, a partnership organized under and by the laws of the State of Arkansas, hereinafter called GRANTOR, by its duly authorized partner(s), for and in consideration of the sum of One dollar and no/100 and other good and valuable consideration paid by Southwinds Real Estate, Inc., an Arkansas Corporation, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Southwinds Real Estate, Inc., an Arkansas Corporation, hereafter called GRANTEE, and unto its heirs and assigns forever, the following described property situate in the County of Washington, State of Arkansas, to-wit:

Lot 17, Grasslands Subdivision, Phase 2, to the City of Farmington, Arkansas, as per the plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TO HAVE AND TO HOLD The same unto the GRANTEE and unto its heirs and assigns forever, with all appurtenances thereunto belonging. And we hereby covenant with GRANTEE that we will forever warrant and defend the title to the property against all lawful claims whatever.

WITNESS our hands this 16<sup>th</sup> day of November, 2001.



Vista West Limited Partnership

*William E. Grisso*  
William E. Grisso, General Partner

**ACKNOWLEDGMENT**



**Bates  
Associates, Inc.**

Civil Engineering  Surveying

7230 S. Pleasant Ridge Dr / Fayetteville, AR 72704

PH: 479-442-9350 \* FAX: 479-521-9350

August 19, 2017

City of Farmington  
354 W. Main St  
Farmington, AR 72730

RE: West Rainsong St Rezone

Dear City Staff,

Please see the attached Parcel Map and list of Adjoining Property owners for the West Rainsong Street Rezone request.

ADJACENT PROPERTY OWNERS:

1) PARCEL #760-02297-000  
CLARK, AARON D & KAYLAN E  
141 W WHITNEY LN  
FARMINGTON, AR 72730  
ZONED: R-1

2) PARCEL #760-02298-000  
BARTLETT, CHRISTY S  
142 W WHITNEY LN  
FARMINGTON, AR 72730-8632  
ZONED: R-1

3) PARCEL #760-02185-000  
KELSEY, DANIEL  
143 W RAINSONG ST  
FARMINGTON, AR 72730.  
ZONED: R-2

4) PARCEL #760-01601-105  
CLOVIS INVESTMENTS LLC  
PO BOX 756  
LINCOLN, AR 72744  
ZONED: R-2

5) PARCEL #760-02467-001  
HELM LIVING TRUST  
DELBERT NEIL HELM  
PO BOX 756  
LINCOLN, AR 72744-0756  
ZONED: R-2

6) PARCEL #760-02467-000  
HELM LIVING TRUST  
DELBERT NEIL HELM  
PO BOX 756  
LINCOLN, AR 72744-0756  
ZONED: R-2

7) PARCEL #760-01601-111  
PEACHTREE VILLAGE OF FARMINGTON, LLC  
1500 FRESNO ST  
FORT SMITH, AR 72901-7023  
ZONED: MF-2

8) PARCEL 760-03009-000  
COSBY, LENA ELIZABETH;  
COSBY, WILLIAM CHARLES  
1660 WINDSOR AVE  
SPRINGDALE, AR 72764  
ZONED: R-1



**Bates &  
Associates, Inc.**  
Civil Engineering · Land Surveying · Landscape Architecture

7230 Pleasant Ridge Dr. / Fayetteville, AR 72704  
PH: 479-442-9350 \* FAX: 479-521-9350

September 19, 2017

**NOTICE OF PUBLIC HEARING BEFORE  
THE FARMINGTON PLANNING COMMISSION  
ON AN APPLICATION TO REZONE PROPERTY**

To all owners of land lying adjacent to the property at:

Washington County Parcel #760-02468-000, located on West Rainsong Street, West of  
Peachtree Village Retirement Community.

Owned by Southwinds Real Estate, Inc.

NOTICE IS HEREBY GIVEN THAT an application has been filed for REZONING of the  
above property from R-2 to MF-2

A public hearing on said application will be held by the Farmington Planning Commission at  
Farmington City Hall, 354 West Main, on October 23, 2017.

All parties interested in this matter may appear and be heard at said time and place; or may notify  
the Planning Commission of the views on this matter by letter. All persons interested in this  
request are invited to call or visit the City Business Manager at City Hall, 354 W. main, 479-267-  
3865.

Sincerely,

Jason Young  
Project Manager  
Bates & Associates, Inc.



SENDER: COMPLETE THIS SECTION  
COMPLETE THIS SECTION ON DELIVERY  
SENDER: COMPLETE THIS SECTION  
COMPLETE THIS SECTION ON DELIVERY  
SENDER: COMPLETE THIS SECTION  
COMPLETE THIS SECTION ON DELIVERY  
SENDER: COMPLETE THIS SECTION  
COMPLETE THIS SECTION ON DELIVERY

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

**BARTLETT, CHRISTY S**  
142 W WHITNEY LN  
FARMINGTON, AR 72730-6832

7016 1970 0000 8110 0603  
PS Form 3811, July 2015 PSN 7530-02-000-9033

1. Service Type  
2. Agent Signature  
3. Agent Name  
4. Address  
5. Date of Delivery  
6. Priority Mail Express  
7. Registered Mail Restricted Delivery  
8. Return Receipt for Merchandise  
9. Signature Confirmation<sup>SM</sup>  
10. Restricted Delivery

1. Service Type  
2. Agent Signature  
3. Agent Name  
4. Address  
5. Date of Delivery  
6. Priority Mail Express  
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7. Registered Mail Restricted Delivery  
8. Return Receipt for Merchandise  
9. Signature Confirmation<sup>SM</sup>  
10. Restricted Delivery

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

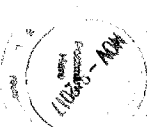
For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

1	Basic Service & First Class box and fee as appropriate	\$
2	Return Receipt (hardcopy)	\$
3	Return Receipt (electronic)	\$
4	Certified Mail Restricted Delivery	\$
5	Adult Signature Required	\$
6	Adult Signature Restricted Delivery	\$

PEACHTREE VILLAGE OF  
FARMINGTON, LLC  
1500 PRESNO ST  
FORT SMITH, AR 72904-7023



7016 1970 0000 8110 0450

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
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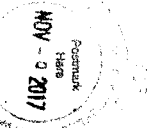
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3	Return Receipt (electronic)	\$
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5	Adult Signature Required	\$
6	Adult Signature Restricted Delivery	\$

CLOW'S INVESTMENTS LLC  
PO BOX 756  
LINCOLN, AR 72744



7016 1970 0000 8110 0412

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
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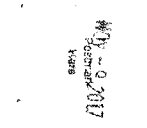
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Certified Mail Fee  
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1	Basic Service & First Class box and fee as appropriate	\$
2	Return Receipt (hardcopy)	\$
3	Return Receipt (electronic)	\$
4	Certified Mail Restricted Delivery	\$
5	Adult Signature Required	\$
6	Adult Signature Restricted Delivery	\$

BARTLETT, CHRISTY S  
142 W WHITNEY LN  
FARMINGTON, AR 72730-8632



7016 1970 0000 8110 0610

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
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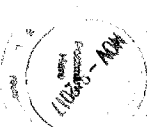
For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

1	Basic Service & First Class box and fee as appropriate	\$
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3	Return Receipt (electronic)	\$
4	Certified Mail Restricted Delivery	\$
5	Adult Signature Required	\$
6	Adult Signature Restricted Delivery	\$

KELSEY, DANIEL  
143 W RAINSONG ST  
FARMINGTON, AR 72730



7016 1970 0000 8110 0597

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

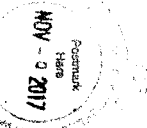
For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

1	Basic Service & First Class box and fee as appropriate	\$
2	Return Receipt (hardcopy)	\$
3	Return Receipt (electronic)	\$
4	Certified Mail Restricted Delivery	\$
5	Adult Signature Required	\$
6	Adult Signature Restricted Delivery	\$

COSBY, LENA ELIZABETH;  
COSBY, WILLIAM CHARLES  
1660 WINDSOR AVE  
SPRINGDALE, AR 72764



7016 1970 0000 8110 0412

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

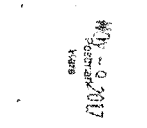
For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

1	Basic Service & First Class box and fee as appropriate	\$
2	Return Receipt (hardcopy)	\$
3	Return Receipt (electronic)	\$
4	Certified Mail Restricted Delivery	\$
5	Adult Signature Required	\$
6	Adult Signature Restricted Delivery	\$

HEM LIVING TRUST  
DELBERT NEIL HELM  
PO BOX 756  
LINCOLN, AR 72744-0756



7016 1970 0000 8110 0520

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

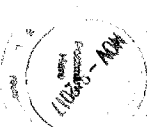
For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee  
PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

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2	Return Receipt (hardcopy)	\$
3	Return Receipt (electronic)	\$
4	Certified Mail Restricted Delivery	\$
5	Adult Signature Required	\$
6	Adult Signature Restricted Delivery	\$

CLARK, AARON D & KAYLAN E  
141 W WHITNEY LN  
FARMINGTON, AR 72730



7016 1970 0000 8110 0597

PROTECTIVE COVENANTS FOR  
THE GRASSLANDS SUBDIVISION, PHASE 2  
TO THE CITY OF FARMINGTON, WASHINGTON CO AR  
WASHINGTON COUNTY, ARKANSAS. HARNES

JAN 21 AM 10 38

THIS DECLARATION is made as of this \_\_\_th day of January, 1999, by William E. Grisso,  
as General Partner of Vista West Limited Partnership (an Arkansas Limited Partnership)  
(hereinafter Developer):

WHEREAS, Developer is the owner of the following described property situated in the City  
of Farmington, Washington County, Arkansas, to-wit:

TRACT I:

A part of the NE 1/4, SW 1/4 and a part of the NW 1/4, SE 1/4, of Section 26, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at an iron pin located at the northwest corner of the NE 1/4 of the SW 1/4 of said Section 26, thence S 00 degrees 06 minutes 15 seconds West 549.78 feet; thence N 89 degrees 57 minutes 11 seconds E 1007.10 feet to the true point of beginning. Thence N 00 degrees 00 minutes 00 seconds E 158.06 feet to the South right-of-way of Rainsong; thence along said right-of-way along a curve to the left having a radius of 77.50 feet and a delta of 62 degrees 49 minutes 31 seconds with a chord bearing and distance of S 78 degrees 46 minutes 36 seconds E 80.79 feet; thence N 69 degrees 48 minutes 38 seconds E 120.61 feet; thence along a curve to the right with a delta of 19 degrees 58 minutes 59 seconds and a radius of 50.0 feet; thence N 89 degrees 47 minutes 37 seconds E 280.58 feet; thence S 05 degrees 33 minutes 29 seconds E 166.99 feet; thence S 89 degrees 57 minutes 11 seconds W 506.26 feet to the point of beginning, containing 1.75 acres, more or less.

TRACT II:

A part of the NE 1/4, SW 1/4 of Section 26, T-16-N, R-31-W, Washington County, Arkansas. Being more particularly described as follows: Beginning at the NW corner of said 40 acre tract; thence S 89 degrees 54 minutes E 765.70 feet; thence S 07 degrees 42 minutes E 145.30 feet; thence S 89 degrees 15 minutes 47 seconds E 168.48 feet to the true point of beginning; thence S 89 degrees 15 minutes 47 seconds E 257.50 feet; thence S 01 degree 30 minutes E 180.60 feet; thence N 89 degrees 47 minutes 37 seconds E 275.33 feet; thence S 05 degrees 33 minutes 29 seconds E 2.02 feet; thence S 89 degrees 47 minutes 37 seconds W 275.89 feet; thence along a curve to the left with an arc distance of 34.87 and a radius of 100 feet; thence S 69 degrees 48 minutes 38 seconds W 120.61 feet; thence along a curve to the right an arc distance of 52.89 feet and having a radius of 27.5 feet; thence North 129.32 feet;

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thence along a curve to the left an arc distance of 122.30 feet having a radius of 78.5 feet to the point of beginning, containing 0.92 acres, more or less.

TRACT III:

A part of the NE 1/4, SW 1/4 of Section 26, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at the NW corner of said 40 acre tract; thence S 89 degrees 54 minutes E 262.26 feet to the true point of beginning; thence S 89 degrees 54 minutes E 503.44 feet; thence S 07 degrees 42 minutes E 145.30 feet; thence N 75 degrees 16 minutes W 93.66 feet; thence along a curve to the left an arc distance of 19.18 feet, having radius of 78.5 feet; thence N 39 degrees 16 minutes 01 second W 114.80 feet; thence N 63 degrees 35 minutes 51 seconds W 60.34 feet to the point of beginning, containing 1.19 acres, more or less.

TRACT IV:

A part of the NE 1/4 of the SW 1/4 of Section 26, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of said 40 acre tract, thence S 89 degrees 54 minutes E 262.26; thence S 63 degrees 35 minutes 51 seconds E 60.34 feet; thence S 39 degrees 16 minutes 01 second E 114.80 feet; thence along a curve to the left an arc distance of 32.24 feet, having a radius of 78.50 feet; thence S 58 degrees 29 minutes 28 seconds W 177.58 feet; thence along a curve to the right an arc distance of 27.50 feet, having a radius of 50.0 feet; thence West 181.69 feet; thence N 00 degrees 06 minutes 15 seconds E 227.13 feet to the point of beginning, containing 1.63 acres, more or less.

TRACT V:

A part of the NE 1/4 of the SW 1/4 of Section 26, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of said 40 acre tract; thence S 00 degrees 06 minutes 15 seconds W 277.13 feet to the true point of beginning; thence East 181.78 feet; thence along a curve to the left an arc distance of 55.00 feet, having a radius of 100.00 feet; thence N 58 degrees 29 minutes 28 seconds E 157.65 feet; thence S 22 degrees 35 minutes 15 seconds W 153.04 feet; thence 07 degrees 06 minutes 09 seconds W 156.81 feet; thence S 28 degrees 54 minutes 07 seconds E 82.95 feet; thence S 89 degrees 57 minutes 11 seconds W 330.88 feet; thence N 00 degrees 06 minutes 15 seconds E 272.65 feet to the point of beginning, containing 2.05 acres, more or less.

WHEREAS, Developer will convey portions of the above-described real property subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of that real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges. The easements, restrictions, conditions and charges are

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for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. The easements, covenants, restrictions, conditions and charges shall run with said real property, or any part thereof, and shall endure to the benefits of each owner thereof.

1. Tracts 4 and 5 have not been subdivided into lots. Tracts 4 and 5 shall not be encumbered by these covenants except as follows:

The heated living area of a single or multiple family residential structure shall not be less than 900 square feet. Further, each residential structure shall have a minimum of one covered parking space.

The remaining restrictions, covenants and conditions shall apply to the lots in Tracts 1,2, and 3.

2. Restrictions Against Further Subdivision. All lots in the Subdivision shall be used exclusively for single or limited multiple family residential purposes and for no other. No lot in the Subdivision may be subdivided for any purpose. Use of any lot in the Subdivision of twelve thousand (12,000) square feet in area, or less, shall be restricted to single or dual family residential uses. Lots in Subdivision of greater than twelve thousand (12,000) square feet in area shall be restricted to no more than two units per lot.

3. Off-Street Parking Requirements. Each lot upon which a single or dual family residential unit is placed shall have at least two off street parking places per residential unit, at least one per unit of which shall be covered and enclosed. Lots upon which more than two residential units are placed shall have at least three (3) off-street parking places per residential unit, at least one per unit of which shall be covered.

4. Purpose of Use, Minimum Size Requirements. No dwelling or any kind of building shall be erected, altered, placed or permitted to remain in the property conveyed other than one or more residential living units, (subject to the zoning restrictions of the City of Farmington, and all other

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restrictions containing in these covenants). The heated living area of single family residential structures shall be not less than 1200 square feet, and the heated living area of multiple family residential structures shall not be less than 1000 square feet per residential unit.

5. Construction Setbacks. No structure shall be permitted nearer than 15 feet to the front property line of a lot nor ten feet to the side property line of a lot.

6. Utility and Recreational Easements. Easements for utilities are shown on the plat of the Subdivision which shall be recorded of record, and they include 20 foot and 10 foot utility access easements.

7. Fencing Restrictions. No fence shall be erected on any part of a lot which shall extend closer to the street frontage of the lot than the main structure. All fences shall be limited in style to decorative wooden rail, picket, brick or stone. Decorative fence posts may be erected, provided that they shall not be of a height greater than 72 inches above final, finished grade at the point of erection. This restriction shall not apply to or preclude the construction of privacy walls, provided that they are attached to and are an integral part of the main residential structure. The developer reserves the right to grant waivers of this requirement; however, no such waiver shall be effective unless it is made in writing, signed by the Developer.

8. Parking and Access Restrictions. No inoperative vehicles of any nature shall be permitted to remain upon any lot or lots of said addition or in the street in the front of any said lot or lots for a period in excess of 30 days.

9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn or other building shall be used on any lot or lots at any time as a residence, either temporarily or permanently. No temporary building, trailer, basement, tent, shack, garage, barn or any other type of temporarily or partially finished building or structure shall be erected or placed

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upon this property for more than 30 days.

10. Livestock and Pets. No poultry, birds, livestock or animals of any kind other than household pets shall be kept or maintained on any part of the property. Dogs or cats may be kept upon said property as pets provided they are not kept, bred or maintained for sale or for any other commercial use or purpose.

11. Restriction against Commercial Uses. No business, trade, professional or commercial activity or calling of any kind shall be conducted in any building or on any portion of the property.

12. Advertisements. No signs, advertisements, billboards or advertising structures of any kind shall be erected or maintained on the property except for not more than one sign, which shall be not more than six square feet in size for the express and exclusive purpose of advertising for sale or rent the property upon which it is erected.

13. Waste Removal. No part of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. If the public authorities do not provide for the removal of any such trash, garbage, or other waste, the Grantee hereby covenants to dispose of such items at regular intervals, either by approved incineration, mechanical disposal, or by arranging for the removal thereof from the premises to a public dump, landfill or other point of disposal. If the disposition of such items is by removal from the premises, the removal shall occur at least twice a month. Trash, garbage or other waste awaiting removal shall be kept in sanitary containers and shall not be stored in the front of any dwelling unit or in any other place which the Architectural and Plan Control Committee deems detrimental to or an impairment of the property or health of the community.

14. Duration of Restrictions. The restrictions herein shall run with the land and shall continue in effect until January 15, 2019, after which time these covenants shall be automatically

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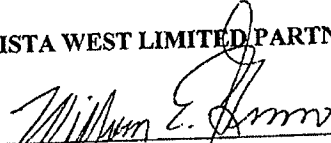
extended for successive periods of five years each, unless an instrument in writing, executed by a majority of the then owners of the lot in the Subdivision has been recorded, modifying or terminating these covenants in whole or in part. These covenants may be amended by a writing signed by a majority of all property owners in the subdivision with each lot having one vote for the purpose of determining the existence of a majority.

14. Additional Properties. The Developer reserves the right to add other phases to the Subdivision and may subject those properties to these covenants.

15. Enforcement. These covenants may be enforced by a proceeding at law or in equity against any person, firm, or corporation violating, attempting to violate, or threatening to violate any of these covenants. Any Court of competent jurisdiction may restrain violation of these covenants and award damages for any breach. These restrictions may be enforced by judicial proceedings brought by the owner or owners of any property within the Subdivision or any property which may be hereafter subjected to these restrictions. In the event that any Court shall invalidate any one or more of these covenants, such invalidation shall in no way effect the remaining covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Vista West Limited Partnership, by William Grisso, General Partner, as Developer, hereby set hereunto his hand and seal on the day and date first written above.

VISTA WEST LIMITED PARTNERSHIP

  
\_\_\_\_\_  
William E. Grisso, General Partner

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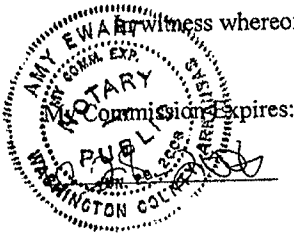


ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF WASHINGTON

On this day before the undersigned, a NOTARY PUBLIC, duly qualified and acting in and for the county and state aforesaid, personally appeared William E. Grisso, to me well known or satisfactorily proven to be a General Partner of Vista West, Limited Partnership, whose name appears in the foregoing instrument, and stated that, he was duly authorized to act on behalf of said Partnership, and further that he has executed the same for consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this 15<sup>th</sup> day of January, 1999.



Amy Ewart  
Notary Public

99005648

# Agenda Item 12

ORDINANCE NO. 2017-16

AN ORDINANCE REZONING PROPERTY AT 65 DOUBLE SPRINGS CONTAINING APPROXIMATELY 5.65 ACRES ± FROM R-1, SINGLE FAMILY RESIDENTIAL TO R-3, ZERO LOT LINE SINGLE-FAMILY RESIDENTIAL AS REQUESTED BY HOME STAR RENTALS, LLC.

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2011-02 on March 14, 2011, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2011-00017652; and

WHEREAS, certain property belonging to Home Star Rentals, LLC. is zoned R-1, Single Family Residential; and

WHEREAS, after a public hearing on November 27, 2017, the Farmington Planning Commission voted during a regular meeting to rezone the properties from R-1, Single Family Residential to R-3, Zero Lot Line Single Family Residential.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMINGTON, ARKANSAS:

SECTION 1. That the zone classification of the following described properties is hereby changed as follows:

From R-1 Single Family Residential, to R-3 Zero Lot Line Single Family Residential, for the real properties described in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 2. That the official zoning map of the City of Farmington, Arkansas, is hereby amended to reflect the zoning change provided in section 1 above.

Section 3. Emergency Clause. That the City Council of the City of Farmington, Arkansas further determines that it is necessary to enact this ordinance without delay; 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 AND IN EFFECT this 11th day of December, 2017.

APPROVED:

By: \_\_\_\_\_  
Ernie Penn, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Penn, City Clerk

## **Exhibit A**

### LEGAL DESCRIPTION – AREA TO BE REZONED

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID FORTY ACRE TRACT WHICH IS N88°14'59"W 150.03-FEET FROM AN EXISTING NAIL MARKING THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S02°25'57"W 249.38 FEET; THENCE S88°07'07"E 150.03-FEET TO THE EAST LINE OF SAID FORTY ACRE TRACT; THENCE ALONG SAID EAST LINE S02°25'57"W 203.59- FEET; THENCE LEAVING SAID EAST LINE N88°06'30"W 798 FEET TO AND ALONG THE NORTH LINE OF THE NORTH RIDGE SUBDIVISION; THENCE LEAVING SAID NORTH SUBDIVISION LINE N02°25'26"E 202.98 FEET; THENCE S87°43'26"E 57.32 FEET TO AN EXISTING REBAR; THENCE S88°05'23"E 215.76 FEET TO AN EXISTING REBAR; THENCE N04°23'37"E 225.23 FEET; THENCE S88°14'59"E 347.21 FEET; THENCE N02°25'57"E 24.48 FEET; THENCE S88°14'59"E 20.00 FEET; TO THE POINT OF BEGINNING; CONTAINING 5.65 ACRES MORE OR LESS.

# Agenda Item 13

ORDINANCE NO. 2017-17

AN ORDINANCE REZONING PROPERTY AT LOT 17 RAINSONG CONTAINING APPROXIMATELY 2.05 ACRES ± FROM R-2, SINGLE FAMILY RESIDENTIAL TO MF-2, MULTI-FAMILY RESIDENTIAL AS REQUESTED BY SOUTHWINDS REAL ESTATE INC.

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2011-02 on March 14, 2011, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2011-00017652; and

WHEREAS, certain property belonging to Southwinds Real Estate, Inc. is zoned R-2, Single Family Residential; and

WHEREAS, after a public hearing on November 27, 2017 the Farmington Planning Commission voted during a regular meeting to deny the rezoning request from R-2, Single Family Residential to MF-2, Multi-Family Residential; and

WHEREAS, the Farmington City Council voted during a regular meeting on December 11, 2017, to overturn the Planning Commission and rezone the property from R-2, Single Family Residential to MF-2, Multi-Family Residential.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMINGTON, ARKANSAS:

SECTION 1. That the zone classification of the following described properties is hereby changed as follows:

From R-2, Single Family Residential to MF-2, Multi-Family Residential, for the real properties described in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 2. That the official zoning map of the City of Farmington, Arkansas, is hereby amended to reflect the zoning change provided in section 1 above.

Section 3. Emergency Clause. That the City Council of the City of Farmington, Arkansas further determines that it is necessary to enact this ordinance without delay; 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 AND IN EFFECT this 11th day of December, 2017.

APPROVED:

By: \_\_\_\_\_  
Ernie Penn, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Penn, City Clerk



## **Exhibit A**

### **WEST RAINSONG ST (LOT 17 GRASSLANDS SUBDIVISION) REZONE**

#### **LEGAL DESCRIPTION**

PARCEL #760-02468-000:

LOT 17, GRASSLANDS SUBDIVISION, PHASE 2, TO THE CITY OF FARMINGTON, ARKANSAS, AS PER THE PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

# Agenda Item 14



354 W. Main Street  
P.O. Box 150  
Farmington, AR 72730  
479-267-3865  
479-267-3805 (fax)

## **Memo**

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Penn, City Clerk  
From: Melissa McCarville  
Re: Request Approval of Contracts from EDA for Flood Plain Management and MS4 Storm Water Compliance  
Date: December 6, 2017

### **Recommendation**

Staff recommends approval of these contracts.

### **Background**

Since 2009, we have been contracting with Earth Plan Design Alternatives for both Flood Plain Management and MS4 Storm Water Compliance.

### **Discussion**

These two areas require engineering expertise, something we cannot do with our existing staff. EDA offers quick response to requests and professional service at a reasonable price. We have been completely satisfied with their services.

### **Budget Impact**

This is accounted for each year in professional services out of the general fund. The flood plain administration contract is hourly; the various hourly charges are on page 6 of that contract. The MS4 Storm Water Compliance Contract is also hourly with a not to exceed figure of \$10,000. Year to date we have spent \$2664.50 for the MS4 contract and \$2850.45 for the flood plain contract.



EDA JOB  
1544.18

## Earthplan Design Alternatives, PA

Civil Engineering / Landscape Architecture

### AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2018 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **Floodplain Administration** (EDA Project # 1544.18). A description of Engineer's services is described below:

#### I. PROJECT DESCRIPTION:

Background Information (from FEMA's website):

*When the community chooses to join the NFIP, it must adopt and enforce minimum floodplain management standards for participation. FEMA works closely with State and local officials to identify flood hazard areas and flood risks. The floodplain management requirements within the SFHA are designed to prevent new development from increasing the flood threat and to protect new and existing buildings from anticipated flood events.*

*When a community chooses to join the NFIP, it must require permits for all development in the SFHA and ensure that construction materials and methods used will minimize future flood damage. Permit files must contain documentation to substantiate how buildings were actually constructed. In return, the Federal Government makes flood insurance available for almost every building and its contents within the community.*

*Communities must ensure that their adopted floodplain management ordinance and enforcement procedures meet program requirements. Local regulations must be updated when additional data are provided by FEMA or when Federal or State standards are revised.*

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#### II. SCOPE OF SERVICES:

More specifically, the services to be provided may include the following:

- Aid the City in all aspects of FEMA's National Flood Insurance Program.
- Represent the City as their Certified Floodplain Manager (CFM).
- Attend meetings as required including, but not limited to: technical review, planning commission, city council meetings, meetings w/ City personnel, or meetings with FEMA personnel.
- Provide development plan review for projects located within or next to a Special Flood Hazard Area (SFHA).
- Work with building permit official to ensure that all proposed projects and structures have been reviewed with respect to floodplain management.
- Review applicable City ordinances to ensure compliance with FEMA's requirements and aid the City in the development of new requirements.
- Review hydrologic and hydraulic analysis (HEC-RAS) or other engineering data submitted by

engineering consultants as part of a request for a FEMA Map Change (MC).

- Review projects that impact FEMA Floodways.
- Determine if proposed structures need an Elevation Certificate and review submitted documents.
- Determine if proposed structure impacts an existing Floodway and require and review "No-Rise" Certificates and supporting documentation.
- Maintain files containing all flood related data.
- Maintain current flood maps.

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### III. OWNER TO PROVIDE THE FOLLOWING:

- A. Owner to provide copies of most current floodplain development-related ordinances and codes.

### IV. SERVICES NOT INCLUDED IN THE SCOPE OF THIS PROPOSAL:

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows:
  - Black & White 8 1/2x11 - \$0.05 ea.
  - 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
- C. Storm Water Management / MS4 requirements

Any additional services may be provided by Engineer if authorized by Owner, on a time and material basis.

### V. CHANGES IN SCOPE OF SERVICES:

- A. Any service deleted from this proposal by the Owner will become the responsibility of the Owner.

### VI. METHOD OF PAYMENT:

- A. The services described above will be invoiced on an hourly basis and billed once a month.

### VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:

This proposal is valid for 30 days from 01.01.2018. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

### VIII. SCHEDULE OF CONDITIONS

EARTHPLAN DESIGN ALTERNATIVES, P.A. (EDA) services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable service under comparable circumstances at the time services are performed under this agreement. No other representations to the Owner are expressed or implied, and no warranty or guarantee not expressly stated herein is included or intended in this agreement.

Owner shall have the right to use any and all materials arising from EDA's effort on the project (the "Materials") only for purposes expressly contemplated in this agreement. The Owner agrees to indemnify and defend any suite or claim, (including attorney's fees) resulting from any use of the Materials not expressly authorized by this agreement.

Finance charges may be assessed on all balances over thirty (30) days at a monthly interest rate of 0.83% (annual percentage rate 10%).

Pursuant to Arkansas Statutes, any and all controversies, differences, disagreements or disputes of any nature or character, that arises between the parties relating to services herein and has not been remedied to the satisfaction of the aggrieved party shall be resolved by final and binding arbitration under the Arbitration Rules of the American Arbitration Association by providing written notice of

demand for arbitration to the other party. Such written notice shall specifically state the nature and character of said dispute, and shall be brought no later than one year following termination or completion of this agreement. Any dispute, disagreement, difference or dispute that is not made the subject of a written demand of arbitration shall be deemed waived. Said written demand should also contain the names and addresses of at least three proposed (3) arbitrators. Within thirty (30) days after a demand for such arbitration has been made, the other party shall either agree to one of the proposed arbitrators from the list of names submitted, or propose an alternative arbitrator and shall notify the other party of the name and address of the alternative arbitrator. If the party receiving the demand for arbitration does not select, in writing, one of the arbitrators from the list of names submitted within the time so designated or propose an alternative arbitrator, then the party making demand for arbitration shall choose the arbitrator from the list of names previously submitted. Should the party receiving the demand for arbitration contest the entire list of names submitted and propose an alternative arbitrator, then the party making demand for arbitration shall have ten (10) days to either agree in writing to the proposed arbitrator, or notify the other party that they do not agree. In the event that the parties cannot agree on an arbitrator, each party shall choose one (1) arbitrator, and the two (2) arbitrators so chosen shall, within thirty (30) days jointly appoint a neutral, impartial arbitrator, who may not be on the list of names previously submitted. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he or she shall deem necessary to a proper decision and render his or her decision in writing, which shall be final and conclusively binding upon the parties and enforceable in court as a final judgment or decree. With the exception as stated above for the enforcement of liens, no action, suit or proceeding shall be filed in any State, Federal or local court with respect to any claim or controversy of either party, except to enforce any arbitration decision rendered pursuant to the provisions hereof. In all cases, the parties shall jointly share in the cost of the arbitrator.

Owner shall not assign or transfer this agreement to a third party without the written consent of EDA.

All provisions under the heading "Schedule of Conditions" shall survive termination or completion of this agreement.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

- B. Owner shall pay Engineer for such additional services as follows:
  - 1. For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

#### 4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

- 2. By Engineer upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 3. for convenience, by Owner effective upon the receipt of notice by Engineer.

- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### Total Agreement

A. This Agreement (consisting of pages 1 to 7 inclusive together with any expressly



incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Basis)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

**The term of this agreement is from Jan 1, 2018 through Dec. 31, 2018; total billable hours and expenses for the 2018 calendar year shall be invoiced for the services described in II. "Scope of Services" and in accordance with the hourly rates listed below. Additional services and costs described in IV. "Services Not Included in the Scope of this Proposal" shall be billed separately.**

**Hourly rates in accordance with EDA's current rate table:**

Hourly Rates:

Principal - Civil Engineer	\$140	Civil Designer - IV	\$90
Engineer - V	\$120	Civil Designer - III	\$70
Engineer - IV	\$100	Landscape Architect - V	\$100
Engineer - IIIB	\$90	Landscape Architect - IV	\$80
Engineer - IIIA	\$85	Landscape Architect - III	\$70
Engineer - II	\$75	Construction Observer	\$70
Engineer - I	\$65	Clerical II	\$40
Civil Designer - V	\$90	Clerical I	\$30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

\_\_\_\_\_

Title: \_\_\_\_\_

Date Signed \_\_\_\_\_

Please print your billing address:

Street \_\_\_\_\_

City, State Zip \_\_\_\_\_

Phone \_\_\_\_\_

ENGINEER:

  
\_\_\_\_\_

License No. 15162 AR

Date Signed 12-1-17

# Agenda Item 15



**EDA JOB  
1520.18**

**Earthplan Design Alternatives, PA**  
Civil Engineering / Landscape Architecture

**AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 1, 2018 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **MS4 Stormwater Compliance** (EDA Project # 1520.18). A description of Engineer's services is described below:

**I. PROJECT DESCRIPTION:**

Background Information:

The ADEQ is the state agency authorized by the EPA to issue National Pollutant Discharge Elimination System (NPDES) permits. The General Permit, requiring compliance with storm water regulations, established August 1, 2009 as the effective date for affected entities to be covered under Arkansas' General Permit for MS4's.

The General Permit requires the development, implementation, and evaluation of a storm water management plan, phased over a 5-year period, that addresses six minimum control measures identified in the Phase II Storm Water Regulations.

The City of Farmington entered into an agreement with the Northwest Arkansas Regional Planning Commission to participate, along with 12 other cities in Northwest Arkansas, to jointly meet the requirements of the new U.S. Environmental Protection Agency's Phase II Storm Water Regulations. The group of Cities is also referred to as an "MS4" "Municipal Separate Storm Sewer System."

On November 23, 2009, the City of Farmington renewed a Notice of Intent for Dischargers of Storm Water Runoff Associated with Regulated Small Municipal Separate Storm Sewer Systems, Authorized under NPDES General Permit ARRO40000.

The public education, involvement / participation and employee training part of the six control measures is completed by the University of Arkansas Cooperative Extension Service. The remaining control measures are the responsibility of the City of Farmington. This proposal covers the part of the requirements that is not being completed by the U of A.

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## II. SCOPE OF SERVICES:

More specifically, the services to be provided shall meet the following guidelines:

### SECTION 1: ANNUAL REPORTING AND SWMP:

EDA will submit Annual Reports on the dates required by ADEQ that will contain the following information:

#### A. Minimum Control Measure #3 - Illicit Discharge Detection and Elimination:

In general, EDA will inventory and continually update the City's storm sewer maps including all inlets, pipes and outfalls (min. 20% per year). EDA will also help the City develop and implement a program to detect and address non-storm water discharges, including illegal dumping.

The annual report shall contain the following:

- 1) Number of outfalls dry-weather screened.
- 2) Number of dry-weather flows identified.
- 3) Number of illicit discharges identified.
- 4) Number of illicit discharges eliminated.
- 5) Schedule for elimination of illicit connections.
- 6) Summary of storm sewer systems mapping updates.

EDA will perform dry-weather screening of all outfalls (that are the responsibility of the City of Farmington's inspections) on an annual basis to detect illicit discharges. We will endeavor to identify and locate the source of the discharge (any formal water testing will be billed to the City as an out-of-pocket expense). Notification and enforcement action will be by City personnel. EDA will also review and help the City update any existing storm water ordinances and develop a list of non-illicit discharges.

#### B. Minimum Control Measure #4 - Construction Site Storm Water Runoff Control:

In general, EDA will aid the City in the development of procedures to reduce pollutants in stormwater runoff from construction activities.

The annual report shall contain the following:

- 1) Number of applicable sites in the MS4 jurisdiction.
- 2) Number of pre-construction site plan reviews performed.
- 3) Number and frequency of site inspections (inspections not included in contract)
- 4) Number of violation letters issued.
- 5) Number of enforcement actions taken.
- 6) Number of complaints received and number followed up.

EDA will review plans and SWPPP's for all new projects that are submitted to the City that propose land disturbance activities of one acre or more. Review will be for compliance with erosion and sediment control requirements only. All plans reviewed will be tracked as per ADEQ requirements.

EDA will also review and help the City update any existing ordinances to ensure compliance with current stormwater regulations.

Aid the City in coming up with a process for public complaint and help develop an enforcement procedure. Notifications and enforcement action will be by City personnel.

**C. Minimum Control Measure #5 - Post-Construction Storm Water Management in New Developments and Redevelopment:**

In general, EDA will aid the City in the development of procedures for addressing stormwater runoff in new developments and redevelopment projects that disturb greater than or equal to one acre, or are part of a larger project.

The annual report shall contain the following:

- 1) Number of applicable sites in the jurisdiction requiring post-construction controls.
- 2) Number of pre-construction site plan reviews performed.
- 3) Number of inspections performed to ensure as-built per requirements. (inspections not included in contract)
- 4) Compliance rates with MS4 requirements.
- 5) Number of long-term operation and maintenance (O & M) plans developed and agreements in place

ADEQ recommends MS4s to evaluate their existing codes and planning procedures to encourage Low Impact Development (LID) practices. EDA will review and help the City update any existing ordinances to encourage these types of BMPs.

Aid the City in coming up with an enforcement procedure. Notifications and enforcement action will be by City personnel.

EDA will help review any long-term maintenance agreements proposed by developers.

**D. Minimum Control Measure #6 – Pollution Prevention / Good Housekeeping for Municipal Operations:**

In general, EDA will aid the City in the development of operation and maintenance procedures for reducing pollutant runoff from municipal operations. The training component of this Control Measure will be handled by the U. of A.

The annual report shall contain the following:

- 1) Summary of employee training program(s) implemented listing the employees that attended.
- 2) Summary of activities and procedures implemented for the operation and maintenance program

EDA will compile a list of all facilities currently owned by the City and determine if the facility falls under the ADEQ Industrial Permitting requirements or under activities described under 40 CFR 122.26(b)(14). Any facility not covered under a separate Industrial Permit must either obtain a permit or develop a SWPPP, depending upon the type of facility.

Site inspections of non-Industrial permit facilities will be performed by EDA on an annual basis. All

inspections will be tracked and reports will be generated and available for ADEQ inspection at any time. (not in contract)

### **III. CLIENT TO PROVIDE THE FOLLOWING:**

- A. Client to provide digital copies of most current Annual Report and Storm Water Management Plan.
- B. Copy of current ordinances related to stormwater.
- C. List of City-owned properties.
- D. Operation and procedures for municipal facilities.

### **IV. SERVICES NOT INCLUDED IN THE SCOPE OF THIS PROPOSAL:**

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows: Black & White 8 1/2x11 - \$0.05 ea., 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
- C. Stormwater quality testing.
- D. Attendance at meeting including but not limited to: technical review, planning commission, and/or city council meetings.
- E. Unscheduled site inspections requested by City personnel based on public complaints, etc.
- F. Individual SWPPP's required for City-owner facilities.
- G. Time involved with ADEQ audits.
- H. Construction site inspections
- I. Post-construction site inspections
- J. Develop operations and procedures for municipal facilities and operations.

Any additional services may be provided by Engineer if authorized by client, on a time and material basis.

### **V. CHANGES IN SCOPE OF SERVICES:**

- A. Any service deleted from this proposal by the Client will become the responsibility of the Client.

### **VI. METHOD OF PAYMENT:**

- A. These services will be invoiced on an hourly basis and billed monthly.

### **VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:**

This proposal is valid for 30 days from 11/28/2017. Only after a signed copy of this proposal is received by EDA will the project be scheduled and work started.

### **VIII. SCHEDULE OF CONDITIONS**

EARTHPLAN DESIGN ALTERNATIVES, P.A. (EDA) services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable service under comparable circumstances at the time services are performed under this agreement. No other representations to the Client are expressed or implied, and no warranty or guarantee not expressly stated

herein is included or intended in this agreement.

Client shall have the right to use any and all materials arising from EDA's effort on the project (the "Materials") only for purposes expressly contemplated in this agreement. The Client agrees to indemnify and defend any suite or claim, (including attorney's fees) resulting from any use of the Materials not expressly authorized by this agreement.

Finance charges may be assessed on all balances over thirty (30) days at a monthly interest rate of 0.83% (annual percentage rate 10%).

Pursuant to Arkansas Statutes, any and all controversies, differences, disagreements or disputes of any nature or character, that arises between the parties relating to services herein and has not been remedied to the satisfaction of the aggrieved party shall be resolved by final and binding arbitration under the Arbitration Rules of the American Arbitration Association by providing written notice of demand for arbitration to the other party. Such written notice shall specifically state the nature and character of said dispute, and shall be brought no later than one year following termination or completion of this agreement. Any dispute, disagreement, difference or dispute that is not made the subject of a written demand of arbitration shall be deemed waived. Said written demand should also contain the names and addresses of at least three proposed (3) arbitrators. Within thirty (30) days after a demand for such arbitration has been made, the other party shall either agree to one of the proposed arbitrators from the list of names submitted, or propose an alternative arbitrator and shall notify the other party of the name and address of the alternative arbitrator. If the party receiving the demand for arbitration does not select, in writing, one of the arbitrators from the list of names submitted within the time so designated or propose an alternative arbitrator, then the party making demand for arbitration shall choose the arbitrator from the list of names previously submitted. Should the party receiving the demand for arbitration contest the entire list of names submitted and propose an alternative arbitrator, then the party making demand for arbitration shall have ten (10) days to either agree in writing to the proposed arbitrator, or notify the other party that they do not agree. In the event that the parties cannot agree on an arbitrator, each party shall choose one (1) arbitrator, and the two (2) arbitrators so chosen shall, within thirty (30) days jointly appoint a neutral, impartial arbitrator, who may not be on the list of names previously submitted. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he or she shall deem necessary to a proper decision and render his or decision in writing, which shall be final and conclusively binding upon the parties and enforceable in court as a final judgment or decree. With the exception as stated above for the enforcement of liens, no action, suit or proceeding shall be filed in any State, Federal or local court with respect to any claim or controversy of either party, except to enforce any arbitration decision rendered pursuant to the provisions hereof. In all cases, the parties shall jointly share in the cost of the arbitrator.

Client shall not assign or transfer this agreement to a third party without the written consent of EDA.

All provisions under the heading "Schedule of Conditions" shall survive termination or completion of this agreement.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows:

1. For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

2. By Engineer upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.



## 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or

entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 8 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Basis)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

**A Lump Sum amount (Not to Exceed).....\$ 10,000.00**

**The term of this agreement is from Jan 1, 2018 through Dec. 31, 2018; total billable hours and expenses for the 2018 calendar year shall not exceed \$10,000.00 for services described in II.**

**"Services Not Included in the Scope of this Proposal" shall be billed separately.**

**Hourly rates in accordance with EDA's current rate table:**

HOURLY RATES IN ACCORDANCE WITH EDA'S CURRENT RATE TABLE:

Hourly Rates:

Principal - Civil Engineer	\$140	Civil Designer - IV	\$90
Engineer - V	\$120	Civil Designer - III	\$70
Engineer - IV	\$100	Landscape Architect - V	\$100
Engineer - IIIB	\$90	Landscape Architect - IV	\$80
Engineer - IIIA	\$85	Landscape Architect - III	\$70
Engineer - II	\$75	Construction Observer	\$70
Engineer - I	\$65	Clerical II	\$40
Civil Designer - V	\$90	Clerical I	\$30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (EDA job # 1520.18), the Effective Date of which is indicated on page 1.

OWNER:

\_\_\_\_\_

Title: \_\_\_\_\_

Date Signed \_\_\_\_\_

Please print your billing address:

Street \_\_\_\_\_

City, State Zip \_\_\_\_\_

Phone \_\_\_\_\_

ENGINEER:

\_\_\_\_\_ 

License No. 15162 AR

Date Signed 12-1-17

# Agenda Item 16



354 W. Main Street  
P.O. Box 150  
Farmington, AR 72730  
479-267-3865  
479-267-3805 (fax)

## **Memo**

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Penn, City Clerk  
From: Melissa McCarville  
Re: Request Approval of Proposal for Engineering Services with McGoodwin, Williams & Yates  
Date: December 6, 2017

### **Recommendation**

Staff recommends approval of this proposal. Documents for this proposal will be provided later in the week.

### **Background**

We have been discussing ways to alleviate the flooding in the area of Meadow Sweets subdivision around Rosebay Lane. This has been a continual issue for some time.

### **Discussion**

The initial thought was to provide a large detention pond on the east side of Garland McKee Road to detain storm drainage and let it flow slowly across the street in to the creek. After the engineering was complete for Hillside Estates Subdivision it was discovered that this idea was flawed. Chris Brackett will be available to explain why this idea will not work. We are requesting that the Council allow McGoodwin, Williams & Yates to investigate the situation and come up with a viable solution to this flooding issue.

### **Budget Impact**

These engineering services would be eligible to be paid for with bond funds.

# Informational Items



354 W. Main Street  
P.O. Box 150  
Farmington, AR 72730  
479-267-3865  
479-267-3805 (fax)

City Business Manager Report  
December 2017  
City Council Meeting

- James Bertorello (10 years), Travis Carlin (7 years), and Mark Cunningham (13 Years) have work anniversaries this month, thank them for their service!
- We are advertising this month to request proposals for right of way acquisition services for the Hwy 170 project. Selecting a consultant will take some time, but we want to be prepared when the funds become available in 2018.
- Please take a look at the beautiful new art work in our lobby. The artist is Christina Smith. To see more of her work go to [christinasmith.net](http://christinasmith.net).
- We are beginning to look into relocation of utilities for Hwy 170. SWEPCO has contacted us saying that we will not be required to pay them for relocation of any utilities. Good news!!
- ArDot has indicated to us that the plans are complete for the improvements on Double Springs between Hwy 62 and Rheas Mill. We are hoping everything will be in order so that it will be bid in May.
- The deadline to take advantage of the discounted rates (delegates and guests) for the 2018 Arkansas Municipal League Winter Conference is December 22, 2017. You can register online at <http://www.cvent.com/d/mtq72f/4W>. If you let us know we will register for you and pay the registration fee.
- Wishing you all the very best for the Christmas season!

*“Then the Grinch thought of something he hadn't before! What if Christmas, he thought, doesn't come from a store. What if Christmas...perhaps...means a little bit more!”*

*~ Dr. Seuss, How the Grinch Stole Christmas!*



# 2017 COURT MONTHLY DISTRIBUTION WORKSHEET MONTH OF NOVEMBER

<b>ADMIN OF JUSTICE</b>	Check #1	<b>Dept. of Finance and Administration</b>	<b>Total for Check # 1</b>	<b>\$3,209.90</b>	Chk#2036
	Check #2	<b>General Fund</b>	<b>Total for Check # 2</b>	<b>\$1,814.85</b>	Chk#2037
	Check #3	<b>Washington County Treasurer (Act 1256)</b>	<b>Total for Check # 3</b>	<b>\$1,532.75</b>	Chk#2038
	<b>Total Checks Admin of Justice</b>				<b>\$6,557.50</b>

<b>COURT COST &amp; FINE</b>	Check #4	<b>Administration of Justice Fund</b>				
		CCCR- Court Cost-Criminal		<b>\$605.00</b>		
		CCTR- Court Cost-Traffic		<b>\$2,852.50</b>		
		CCTRO- Court Cost-Traffic Ordinance		<b>\$2,590.00</b>		
		CCSEAT - Court Cost - Seat Belt		<b>\$25.00</b>		
		CCDWI-Court Cost DWI		<b>\$485.00</b>		
		<b>Total for Check # 4 (Chk#3338)</b>			<b>\$6,557.50</b>	
	Check #5	<b>General Fund</b>				
		FINE- Fines Collected		<b>\$7,653.00</b>		
	NLIFL-No Liability Ins. Fines		<b>\$520.00</b>			
	FTPRLOC-Fines Local		<b>\$42.50</b>			
	<b>Total for Check # 5 (Chk#3339)</b>			<b>\$8,215.50</b>		
Check #6	<b>Court Automation Fund</b>					
	CFEE-Local Court Automation		<b>\$575.00</b>			
	<b>Total for Check # 6 (Chk#3340)</b>			<b>\$575.00</b>		
Check #7	<b>Department of Finance &amp; Administration</b>					
	CFEES - State Court Automation Fee		<b>\$577.50</b>			
	DCSAF - Drug Crime Special Assess Fee		<b>\$25.00</b>			
	DVPPF - Domestic Violence Peace Fund Fee		<b>\$28.00</b>			
	NIFS - New Installment Fee - State		<b>\$1,149.50</b>			
	<b>Total for Check # 7 (Chk#3341)</b>			<b>\$1,780.00</b>		
Check #8	<b>Washington County Treasurer</b>					
	JBAF - Jail Booking and Admin Fee		<b>\$15.00</b>			
	CJF - County Jail Fee + Warrant Fees		<b>\$1,490.00</b>			
	<b>Total for Check # 8 (Chk#3342)</b>			<b>\$1,505.00</b>		
Check #9	<b>RF - Restitution Fee</b>					
	Walmart Neighborhood Market, Blair/ CR-16-227 & CR-16-228		<b>\$50.00</b>			
	<b>Total for Check # 9 (Chk#3343)</b>			<b>\$50.00</b>		

<b>Monthly Total</b>	<b>\$18,683.00</b>
<b>Year To Date</b>	<b>\$186,591.27</b>

\_\_\_\_\_  
 Ernie Penn, Mayor Date 12/5/17

\_\_\_\_\_  
 Kim Bentley, Court Clerk Date 12/1/17

\_\_\_\_\_  
 Graham Nations, District Judge Date





**City of Farmington**  
**372 W. Main st.**  
**P.O. Box 150**  
**Farmington, AR 72730**

**Fire Department**  
**Chief Mark Cunningham**

**Phone 479-267-3338**  
**Fax 479-267-3302**

### **November 2017 Monthly Report for Mayor and City Council**

The fire department responded to over 80 calls during the month of November and that is above average for the year for calls. Most of the calls that we have had were medical calls again as it is most always and still is growing every year for the fire service. I don't know for sure but it seems like the holiday season brings more and more medical calls for us. The rise in medical calls maybe because older people get lonely and needs more attention or the holidays causes medical issues for them but it sure appears to be the situation.

November starts the holiday season and traffic gets worse and seems like the call volume seems to follow that trend. The grass has died and gone into dormancy and with the leaves all falling off creates the perfect conditions for grass and wildland fires, and that is what we are dealing more this time of the year as well as medical calls.

The fire department has responded to 885 so far in the year and that is on target for another record year for us, our city and surrounding area keeps on growing larger and larger all the time. We have several subdivisions that have resumed building again and some future ones starting so it is inevitable that our city will grow larger and over whelm us if we don't prepare now for that growth.

I would like to thank the Mayor and City Council as well as the citizens of our city for allowing us to better provide protection for the city by allowing us to hire to more additional full time firefighters to our staff. We have advertised and received some real qualified applicants and we are going to interview them and recommend two fire fighters to you hopefully at our December council meeting.

Thank you as always for your continued support of the fire department;

Mark Cunningham Fire Chief

# Farmington Police Dept.

Offenses for Month 11/2016 and 11/2017

12/1/2017 6:44:55 AM

	<u>2016</u>	<u>2017</u>
<b>AGENCY ASSIST</b>		
AA	0	1
<b>ANIMAL ORDINANCE 2006-3</b>		
2006-3	0	1
<b>ASSAULT - 2ND DEGREE / RECKLESS CONDUCT CREATES RISK OF PHYSICAL INJURY</b>		
5-13-206	0	1
<b>ASSAULT - 3RD DEGREE / CREATES APPREHENSION OF IMMINENT INJURY</b>		
5-13-207	1	1
<b>ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE</b>		
5-26-309	0	3
<b>BATTERY - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY</b>		
5-13-203A(1)	0	2
<b>Breaking or Entering/Vehicle</b>		
5-39-202	0	1
<b>BURGLARY, COMMERCIAL</b>		
5-39-201B(1)	2	1
<b>BURGLARY, RESIDENTIAL</b>		
5-39-201A(1)	1	0
<b>CARELESS DRIVING</b>		
27-51-104	1	0
<b>CARRYING A WEAPON</b>		
5-73-120	1	0
<b>CRIMINAL MISCHIEF - 1ST DEGREE PROPERTY OF ANOTHER VALUE \$500 OR LESS</b>		
5-38-203A(1)	1	0
<b>CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER VALUE \$500 OR MORE</b>		
5-38-203C	0	1
<b>CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OVER \$1000 BUT \$5,000 OR LESS</b>		
5-38-203B(2)	1	0
<b>CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS</b>		
5-38-204(a)(2)	1	0
<b>CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS</b>		
5-38-204(a)(1)	1	0
<b>CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES</b>		
5-39-203A	2	0
<b>Discharge of Firearm in city</b>		
5.6	0	1
<b>DISORDERLY CONDUCT</b>		
5-71-207	0	1
<b>DISORDERLY CONDUCT / CREATES HAZARDOUS OR PHYSICALLY OFFENSIVE CONDITION</b>		

	<u>2016</u>	<u>2017</u>
5-71-207A(7)	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	3	0
Drivers License Required		
27-16-602	0	1
DRIVING ON SUSPENDED LICENSE		
27-16-303	0	1
DWI (UNLAWFUL ACT)		
5-65-103A	1	0
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION		
5-65-105	0	1
ENDANGERING THE WELFARE OF MINOR - 3RD DEGREE		
5-27-207(b)	0	1
FAILURE TO APPEAR		
5-54-120	9	11
FAILURE TO PAY FINES & COSTS		
5-4-203	8	11
Failure to Pay Registration/No Vehicle License		
27-14-903	0	1
Fictitious Tags		
27-14-306	0	1
FLEEING		
5-54-125	1	0
FORGERY		
5-37-201	1	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER ARE FORGED		
5-37-207A(3)	1	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER IS STOLEN		
5-37-207A(1)	1	0
Interference with Emergency Communications/2nd degree/interrupts		
5-60-125	0	1
Leaving Scene of Accident/Property Damage		
27-53-102	2	2
No Proof Insurance		
27-22-104	0	1
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER		
5-54-102A(1)	0	1
OBSTRUCTING GOVERNMENTAL OPERATIONS / REFUSES TO PROVIDE INFORMATION FOR A		
5-54-102A(2)	0	1
POSSESSING INSTRUMENTS OF CRIME		
5-73-102	1	0
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	0	3
POSSESSION OF DRUG PARAPHERNALIA		
5-64-443	0	3

	<u>2016</u>	<u>2017</u>
<b>Possession of Drug Paraphernalia</b>		
5-64-403(c)(1)(A)(i)	0	2
<b>POSSESSION OF METH OR COCAINE LT 2GM</b>		
5-64-419B(1)A	1	0
<b>PUBLIC INTOXICATION / DRINKING IN PUBLIC</b>		
5-71-212	4	3
<b>RECKLESS DRIVING</b>		
27-50-308	1	0
<b>REFUSAL TO SUBMIT</b>		
5-65-205	1	0
<b>RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL</b>		
5-54-103B(1)	0	1
<b>Run Stop Sign</b>		
27-51-601	0	1
<b>RUNAWAY</b>		
90I	1	0
<b>SHOPLIFTING \$1,000 OR LESS</b>		
5-36-116	2	0
<b>TERRORISTIC THREATENING</b>		
5-13-301	1	2
<b>THEFT \$1,000 OR LESS - ALL OTHERS</b>		
5-36-103(b)(4)(A)	3	1
<b>THEFT \$1,000 OR LESS - FROM BUILDING</b>		
5-36-103(b)(4)(A)	1	0
<b>THEFT \$1,000 OR LESS - FROM VEHICLE</b>		
5-36-103(b)(4)(A)	1	1
<b>THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - ALL OTHERS</b>		
5-36-103(b)(3)(A)	1	2
<b>THEFT BY RECEIVING LESS THAN \$25,000 BUT GREATER THAN \$5000</b>		
5-36-106(e)(2)	1	0
<b>THEFT OF PROPERTY / ALL OTHER</b>		
5-36-103A(1)	1	1
<b>THEFT OF SERVICES \$1,000 OR LESS</b>		
5-36-104(c)(4)	1	0
<b>THEFT OF VEHICLE VALUED AT \$5,000 OR LESS BUT GREATER THAN \$1,000</b>		
5-36-103(b)(3)(A)	2	0
<b>UNAUTHORIZED USE OF A VEHICLE</b>		
5-36-108	1	1
<b>Unlawful Use of Drivers License</b>		
27-16-302	1	0
<b>VIOLATION OF A PROTECTION ORDER- MISDEMEANOR</b>		
5-53-134(b)(1)	0	2
<b>Totals:</b>	<b>64</b>	<b>72</b>

# Farmington Police Dept.

Tickets Issued by Officer and Month for 2017

12/1/2017 6:45:14 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bertorello, James	0	0	4	25	23	8	25	34	33	25	15	0	192
Bramall, Richard	0	0	0	0	1	0	0	0	0	0	0	0	1
Brotherton, James	38	34	42	46	50	33	20	42	33	36	14	0	388
Caatron, Joshua	22	11	25	21	22	25	51	60	29	16	31	0	313
Collins, John	44	55	51	33	67	36	26	0	0	0	0	0	312
Hubbard, Brian	0	0	0	0	2	0	1	0	0	0	0	0	3
Kimball, Geoffrey	38	35	17	27	22	9	28	60	39	0	0	0	275
Long, Dustin	23	22	30	13	9	26	21	33	39	37	29	0	282
Mahone, Taron	0	0	0	0	7	73	100	121	167	142	126	0	736
Parrish, Chad	0	1	0	0	1	5	4	4	11	2	1	0	29
Redfern, William	0	0	3	0	0	0	0	0	0	0	0	0	3
Talley, Taylor	0	0	0	0	0	0	0	38	73	61	60	0	232
Thompson, Michael	1	2	0	0	0	0	0	0	0	0	0	0	3

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Wilbanks, Johnie	14	3	0	5	3	7	1	0	0	2	1	0	36
<b>Totals:</b>	<b>180</b>	<b>163</b>	<b>172</b>	<b>170</b>	<b>207</b>	<b>222</b>	<b>277</b>	<b>392</b>	<b>424</b>	<b>321</b>	<b>277</b>	<b>0</b>	<b>2805</b>

# Permit Report

11/1/2017 - 11/28/2017

Permit #	Permit Date	Site Address	Permit Type	Type of Building	Description of Work	Contractor	Material & Labor	Total Fees
1881	11/27/2017	456 La Riata	Building	Residential	New House	Riggins Construction	224,000	\$832.00
1880	11/27/2017	484 La Riata	Building	Residential	New House	Riggins Construction	224,000	\$832.00
1879	11/27/2017	483 Caballo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1878	11/27/2017	914 Gibson Hill	Plumbing/Gas	Residential	Plumbing for new house	Kinghorn Plumbing	18,500	\$105.00
1876	11/27/2017	418 Caballo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1875	11/27/2017	480 Caballo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1874	11/27/2017	614 Bison Run	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1873	11/27/2017	646 Bison Run	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1872	11/27/2017	427 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1871	11/27/2017	441 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1870	11/27/2017	455 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1869	11/27/2017	469 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1868	11/27/2017	483 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1867	11/27/2017	497 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1866	11/27/2017	641 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00

1865	11/27/2017	625 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1864	11/27/2017	910 Gibson Hill	Plumbing/Gas	Residential	Plumbing for new house	Kinghorn Plumbing	18,500	\$105.00
1863	11/21/2017	914 Gibson Hill	Electric	Residential	Electric for new house	Electocraft	13,738	\$80.00
1862	11/21/2017	910 Gibson Hill	Electric	Residential	Electric for new house	Electocraft	20,700	\$115.00
1861	11/21/2017	345 E Main	Sign	Commercial	New sign	Mack Thompson & Son Signs	3,000	\$36.00
1860	11/20/2017	25 Tolman Trees	Building	Residential	New Carport	Homeowner	600	\$20.00
1859	11/16/2017	11474 Frisco	Mechanical	Residential	HVAC for new house	Dutton HVAC	8,200	\$55.00
1858	11/16/2017	12329 Hwy 170	Electric	Commercial	Electric for contractor's trailer	Hill Electric	3,000	\$25.00
1857	11/15/2017	157 Angus	Building	Residential	Electric and mechanical for remodel	Superior electrical and mechanical	7,000	\$45.00
1856	11/14/2017	267 Broyles	Plumbing/Gas	Commercial	Repair gas line	Pinnacle Plumbing	200	\$20.00
1855	11/14/2017	914 Gibson Hill	Building	Residential	New House	Riverwood Homes	485,000	\$1,615.00
1854	11/14/2017	910 Gibson Hill	Building	Residential	New House	Riverwood Homes	720,000	\$2,040.00
1853	11/9/2017	611 Double Springs	Building	Residential	New House	Da Vinci Construction	425,000	\$1,435.00
1852	11/8/2017	10874 Stonecrop	Building	Residential	New House	L&L Builders	313,000	\$1,099.00
1851	11/8/2017	207 Briarhill	Building	Residential	Turning garage into a bedroom	CL Webb	20,000	\$110.00
1850	11/8/2017	65 Locust	Mechanical	Residential	HVAC for new house	TMM	4,000	\$30.00



1849	11/7/2017	157 Angus	Building	Residential	Turning garage into living quarters	Benish Wood products	10,000	\$60.00
1848	11/6/2017	11186 N Appleby	Electric	Residential	Electric for new shop	Home owner	2,000	\$20.00
1847	11/2/2017	427 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1846	11/2/2017	455 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1844	11/2/2017	441 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1843	11/2/2017	469 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1842	11/2/2017	614 Bison Run	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1841	11/2/2017	646 Bison Run	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1840	11/2/2017	309 Briar Hill	Electric	Residential	Electric for new pool	Graves Electric	1,350	\$20.00
1839	11/2/2017	12358 Hwy 62	Electric	Residential	Change fuse box into breaker panel	Burl Smith Electric	1,000	\$20.00
1838	11/1/2017	10810 Blue Sky	Electric	Residential	Electric for new house	Grajeda Electric	9,700	\$60.00
1837	11/1/2017	174 Killdeer	Plumbing/Gas	Multi-Family	Repair fire damaged duplex.	NWA Restore-it	87,000	\$0.00
								\$9,414.00

Total Records: 43

11/28/2017

**Farmington Public Library**  
**Board Meeting**  
**November 14, 2017**

**Call to Order:** Meeting called to order by President Hummel at 6:05 p.m. Members present: Betty Hummel, Linda Morrow, LaDeana Mullinix, Anita Sampley, Nadine Sewak, and Phyllis Shaw. Librarian, Rachel Sawyer, also attended

**September 2017 Minutes:** Phyllis Shaw moved to accept the September minutes. LaDeana Mullinix seconded and the motion passed.

**2018 Budget:** Rachel Sawyer presented 2018 budget and budget narrative.

Revenues

Fine and fee revenue continues to increase, as we are a destination for faxing and printing. With the addition of color printing last year, we can reasonably raise our fines revenue to \$4,000.

Transfer from the general fund is to remain at \$30,000. We typically receive this payment at the first of the year.

The approved figure from the 2018 funding formula from Washington County is \$156,977. The county board also approved the elimination of the children's department with a disbursement payment of \$14,000 expected in February.

Expenses

We added an Advertising line item for posting job openings in the paper. I expect us to add a second part-time library assistant next year.

Additions made to Payroll for two full-time and two-part-time staff. We also added to Programs to cover performers for both children's and adult programming. A notable increase to Technical Support will allow us to develop our website and possibly add an online platform for summer reading. Joy plans to go to Little Rock for some state library children's programming

City will pay building insurance, cleaning service, and electric, gas, and water bills in 2018. Leaving internet and telephone as our only utility bill.

Library  
Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
<b>2017</b>												
Total Circulation	4,294	3,602	4,182	4,076	4,186	4,897	4,356	3,669	4,121	4,121	3,658	
YTD Circulation	4,294	7,896	12,078	16,154	20,340	25,237	29,593	33,262	37,383	41,504	45,162	
Holds Satisfied	809	742	767	800	763	803	679	772	734	805	676	
YTD Hold Satisfied	809	1,551	2,318	3,118	3,881	4,684	5,363	6,135	6,869	7,674	8,350	
PAC Logins	869	758	901	826	840	837	754	806	710	886	799	
YTD PAC Logins	869	1,627	2,528	3,354	4,194	5,031	5,785	6,591	7,301	8,187	8,986	
New Cardholders	39	26	32	29	26	52	32	34	25	21	22	
YTD New Cardholders	39	65	97	126	152	204	236	270	295	316	338	
<b>2016</b>												
Total Circulation	4,587	4,346	5,076	4,400	4,170	5,537	5,108	4,696	4,353	4,521	4,410	4,338
YTD Circulation	4,587	8,933	14,009	18,409	22,579	28,116	33,224	37,920	42,273	46,794	51,204	55,542
Holds Satisfied	830	744	944	833	715	854	766	816	786	918	812	796
YTD Hold Satisfied	830	1,574	2,518	3,351	4,066	4,920	5,686	6,502	7,288	8,206	9,018	9,814
PAC Logins	862	901	972	797	893	767	798	756	663	776	737	793
YTD PAC Logins	862	1,763	2,735	3,532	4,425	5,192	5,990	6,746	7,409	8,185	8,922	9,715
New Cardholders	38	26	33	44	35	57	25	30	36	30	20	24
YTD New Cardholders	38	64	97	141	176	233	258	288	324	354	374	398

Library  
Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>2017</b>												
Early Literacy Station Users	95	86	96	93	109	105	123	128	103	110	97	63
YTD Early Literacy Station Users	95	181	277	370	479	584	707	835	938	1,048	1,145	895
Users	314	293	301	271	308	224	241	365	334	237	221	275
YTD Users	314	607	908	1,179	1,487	1,711	1,952	2,317	2,651	2,888	3,109	3,925
Device Checkout	0	0	0	0	2	3	0	4	2	0	0	0
YTD Device Checkout	0	0	0	0	2	5	5	9	11	11	11	3
<b>2016</b>												
Early Literacy Station Users	51	50	78	59	75	97	89	96	56	87	94	63
YTD Early Literacy Station Users	51	101	179	238	313	410	499	595	651	738	832	895
Users	321	334	343	322	313	319	327	443	358	284	286	275
YTD Users	321	655	998	1,320	1,633	1,952	2,279	2,722	3,080	3,364	3,650	3,925
Device Checkout	1	0	1	0	0	1	0	0	0	0	0	0
YTD Device Checkout	1	1	2	2	2	3	3	3	3	3	3	3

Library  
Miscellaneous Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>2017</b>												
Color Print Services	53	31	24	20	110	40	59	49	14	21	56	
YTD Color Print Services	53	84	108	128	238	278	337	386	400	421	477	
Copy/Print Services	1,205	1,336	1,373	1,211	1,696	1,429	1,677	1,627	1,730	1,453	1,411	
YTD Copy/Print Services	1,205	2,541	3,914	5,125	6,821	8,250	9,927	11,554	13,284	14,737	16,148	
Fax Services	38	35	39	51	87	78	55	72	103	108	69	
YTD Fax Services	38	73	112	163	250	328	383	455	558	666	735	
Notary Services	9	0	10	17	5	10	4	6	5	10	0	
YTD Notary Services	9	9	19	36	41	51	55	61	66	76	76	
Reference Transactions	189	188	235	241	204	224	241	291	240	195	122	
YTD Reference Transactions	189	377	612	853	1,057	1,281	1,522	1,813	2,053	2,248	2,370	
Scanning Services	18	14	15	28	18	22	10	21	24	23	25	
YTD Scanning Services	18	32	47	75	93	115	125	146	170	193	218	
Staff Supervised Volunteer Hours	46	53	45	68	17	13	11	21	21	34	13	
YTD Staff Supervised Volunteer Hours	46	99	144	212	229	242	253	274	295	329	342	
Test Proctor	0	0	0	0	0	1	1	0	2	3	0	
YTD Test Proctor	0	0	0	0	0	1	2	2	4	7	7	
<b>2016</b>												
Color Print Services	n/a	4	30	79	27	28	37	21	15	52	11	12
YTD Color Print Services	n/a	4	34	113	140	168	205	226	241	293	304	316
Copy/Print Services	1,159	1,464	1,596	1,679	2,145	1,294	1,702	1,739	1,546	1,586	1,167	1,615
YTD Copy/Print Services	1,159	2,623	4,219	5,898	8,043	9,337	11,039	12,778	14,324	15,910	17,077	18,692
Fax Services	15	40	42	26	36	34	27	36	48	26	30	22
YTD Fax Services	15	55	97	123	159	193	220	256	304	330	360	382
Notary Services	4	7	5	8	3	3	5	2	3	4	3	1
YTD Notary Services	4	11	16	24	27	30	35	37	40	44	47	48
Reference Transactions	154	285	350	284	270	324	327	282	266	187	209	165
YTD Reference Transactions	154	439	789	1,073	1,343	1,667	1,994	2,276	2,542	2,729	2,938	3,103
Scanning Services	n/a	2	13	5	30	19	13	35	20	18	10	13
YTD Scanning Services	n/a	2	15	20	50	69	82	117	137	155	165	178
Staff Supervised Volunteer Hours	54	49	41	66	14	10	13	19	46	67	29	24
YTD Staff Supervised Volunteer Hours	54	103	144	210	224	234	247	266	312	379	408	432
Test Proctor	0	0	0	0	0	1	0	0	1	2	0	1
YTD Test Proctor	0	0	0	0	0	1	1	1	2	4	4	5

Library  
Programs and Meetings

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2017												
Bag It Documentary Screening											7	
Book Club	13	10	11	7	12	10	8	9	11	12	14	
Calligraphy Class			8									
Children's Eric Carle Watercolors			7									
Children's Homework Helpers			3									
Children's Seuss Celebration			10								13	
Happy Day Preschool Outreach												
Meeting Room Use	6	10	12	7	6	7	11		11	21	15	
Children's Mother's Day Craft					9							
Fall Carnival												150
Local Authors					14							
Painting Class			7									
Summer Reading Kick-off Celebration						107						
Summer Reading Log Participants							114					
Technology Instruction	0	2	4	0	3	1	1	4	1	1		
WCLS presents Story Time	0	157	169	165					158	186	150	
WCLS presents Kids Book Club	5	4	3	3	3			5		7	4	
WCLS presents Summer Reading						79	69					
WCLS presented Monthly Program Attendance	5	161	172	168	3	79	69	5	158	193	154	
Total Monthly Program Attendance	13	12	50	7	35	118	123	13	12	26	171	
Number of Juvenile Programs	0	0	4	0	1	1	1	0	0	1	0	
Number of WCLS Juvenile Programs	1	4	5	2	4	2	1	1	3	5	5	
Number of Young Adult Programs	0	0	0	0	0	0	0	0	0	0	0	
Number of WCLS Young Adult Programs	0	0	0	0	0	0	0	0	0	0	0	
Number of Adult Programs	1	1	4	1	3	1	1	1	1	1	2	
Number of Non-library Meeting Room Events	1	1	1	1	1	1	1	0	1	2	1	

**Library  
Daily Visitors**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>2017</b>												
Visits	2,431	2,526	2,616	2,553	2,381	3,078	2,659	2,617	2,491	2,827	2,244	
<b>YTD Visits</b>	<b>2,431</b>	<b>4,957</b>	<b>7,573</b>	<b>10,126</b>	<b>12,507</b>	<b>15,585</b>	<b>18,244</b>	<b>20,861</b>	<b>23,352</b>	<b>26,179</b>	<b>28,423</b>	
<b>2016</b>												
Visits	2,458	2,778	2,996	2,596	2,640	3,027	2,649	2,779	2,647	2,869	2,517	2,322
<b>YTD Visits</b>	<b>2,458</b>	<b>5,236</b>	<b>8,232</b>	<b>10,828</b>	<b>13,468</b>	<b>16,495</b>	<b>19,144</b>	<b>21,923</b>	<b>24,570</b>	<b>27,439</b>	<b>29,956</b>	<b>32,278</b>

## 2018 Budget

	2016 - Budget	2016 - Actual	2017 - Budget	Actual – Sept.	2018 - Budget
Fines/Lost Items	\$3,000	\$5,240.13	\$3,000	\$4,177.95	\$4,000
Grants					
Interest		\$23.37		\$21.49	
Miscellaneous		\$1,060.51			
Transfer from General Fund	\$30,000	\$30,000.00	\$30,000	\$30,000.00	\$30,000
Washington County Annual Disbursement					\$14,000
Washington County Total Revenue	\$144,400	\$145,032.00	\$155,077	\$116,307.00	\$156,977
<b>Total Revenue</b>	<b>\$177,400</b>	<b>\$181,356.01</b>	<b>\$188,077</b>	<b>\$150,506.44</b>	<b>\$204,977</b>
Advertising				\$345.00	\$500
Books and Media	\$32,000	\$24,151.81	\$32,000	\$18,740.01	\$32,000
Building Maint & Cleaning	\$6,000	\$4,053.62	\$6,000	\$4,071.43	\$6,000
Grants Expense		\$529.57			
Insurances	\$2,000	\$1,950.00	\$2,000		\$2,500
Mat. And Supplies	\$7,000	\$6,990.01	\$12,000	\$7,521.28	\$12,277
Miscellaneous	\$500	\$353.37	\$500	\$88.00	\$500
New Equipment	\$2,000	\$1,677.09	\$5,000		\$2,000
Payroll	\$118,000	\$92,147.51	\$120,000	\$63,959.24	\$138,000
Postage	\$300	\$110.45	\$300	\$101.16	\$300
Programs	\$1,000	\$728.49	\$1,000	\$430.00	\$2,500
Technical Support	\$400	\$0.00	\$400		\$5,000
Travel and Training	\$400	\$138.50	\$400	\$153.00	\$1,000
Utilities	\$7,800	\$7,090.96	\$8,477	\$5,209.21	\$2,400
<b>Total Expenses</b>	<b>\$177,400</b>	<b>\$139,921.38</b>	<b>\$188,077</b>	<b>\$100,618.33</b>	<b>\$204,977</b>
Revenue Less Expenditures		\$41,434.63		\$49,888.11	

Linda Morrow moved to approve the 2018 budget. Anita Sampley seconded and the motion passed.

**Staff Evaluations:** Staff evaluation presented and goals for next year discussed.

**Director's Quarterly Informational Report:**



Attended day two of the Arkansas Library Association conference with sessions on teen volunteers and strategic planning. Also, attended the NWA Women's Business Conference.

Attended a county special board meeting, a city economic development committee meeting, and city council budget work session.

Trained new hire Kevin Kyger. He works Friday afternoons and all day Saturday.

Continued to research companies that design web sites and receive quotes for services. Received a quote from a specialty library web design company (Libby) for \$5,000 and received a quote from a local company (Mockingbird Creative) for \$7,500. Scheduled a web conference demo with designers from EBSCO's Stacks web design platform.

Executed two months of our "Inter Library Loan" project with the high school and freshman academy. The schools have checked out 46 books in two months.

Received a 120-day extension for filing our E-rate reimbursement form.

Worked with Farmington's HIPPY (Home Instruction for Parents of Preschool Youngsters) coordinator to host a program on October 26 for children and their parents.

Organized Friends Fall Book Sale for October 27 and October 28. Friends earned \$650 over the two days. We have the remaining sale items still out and marked as half off.

Assisted Joy with hosting the Fall Carnival event.

### **Children's Services Librarian Quarterly Informational Report:**

A Fall Carnival on November 4 for the whole family. We had at least 150 people attend.

- -Activities included pony rides and a petting zoo provided by Barnyard Buddies, small carnival games, prizes, crafts, and food provided by First Security Bank.

Ordered books, bookmarks, and stickers to give to the kindergarteners at Bob Folsom Elementary as a Christmas gift from the Friends of the Farmington Library.

Began researching programs for ages 0-12 for spring programming and beyond for the Children's Department.

Displays in the Children's Department

- Appropriate books for 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> grades separated by the reading level.
- Halloween
- Thanksgiving
- National Novel Writing Month (NaNoWriMo)

Set up a coloring and simple craft area in the Children's Department.

Began planning for Summer Reading Club 2018.

- Booked Dino O'Dell for Monday, June 25 at 10:00.
- Met with Children's staff from Prairie Grove Public Library to begin discussing ways to collaborate on programming for the summer.

Outreach to Happy Day Daycare.

Read Halloween stories to 11 children ages 0-5.

Purchased books to develop a Children's Professional Book Collection for outreach and in-house programming.

Halloween Trick-or-Treat at the Library.

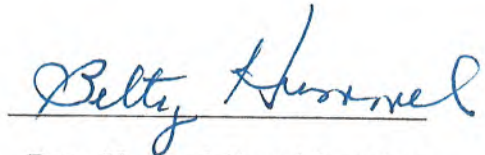
- Children came to the library October 31st between 4:00 and 6:00 to Trick-or-Treat.

Helped prepare for the Fall Book Sale.

**Policy Manual Discussion:** The board discussed current and new policy and procedure recommendations. Library Behavior Policy and Library Services Procedures to be discussed at March meeting.

**Adjourn:** Linda Morrow moved to adjourn the meeting at 6:50 p.m. Nadine Sewak seconded and the motion passed.

**Next meeting:** March 13, 2018

A handwritten signature in blue ink that reads "Betty Hummel". The signature is written in a cursive style and is positioned above a horizontal line.

Betty Hummel, Board President

**Planning Commission Minutes  
October 23, 2017**

**1. ROLL CALL** – Meeting was called to order by Chairman Robert Mann. A quorum was present.

**PRESENT**

Howard Carter  
Matt Hutcherson  
Toni Bahn  
Robert Mann, Chair  
Gerry Harris  
Judy Horne  
Bobby Wilson

**ABSENT**

Jay Moore

**City Employees Present:** Melissa McCarville, City Business Manager; Rick Brammall, City Inspector; Steve Tennant, City Attorney

**2. Approval of Minutes:** Notes-taker Judy Horne explained that an e-mail from citizen Vicki Norvell had inadvertently been left out of the September 25, 2017 minutes sent to the Commissioners, but that has been corrected and the e-mail is a part of the September minutes. With that assurance, the Commissioners unanimously approved the September minutes.

**3. Comments from Citizens:** No comments by citizens.

**PUBLIC HEARING**

**4A. Rezoning Request from R-2 to MF-2 for Lot 17 on Rainsong Street, Grasslands Subdivision**

Property owner is Southwinds Real Estate, Inc. Jason Young of Bates And Associates Engineers was present to discuss the request.

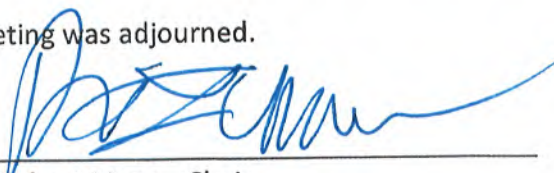
City had no comments.

Commissioners discussed the proposal and Gerry Harris presented information that created a question as to whether the property was in a “non-buildable flood zone.” There was concern regarding the creek that borders this property on the east side and it was determined that a portion of Lot 17 is Flood Plain and could not be built on. This creek separates the Lot 17 property from Peachtree Village Assisted Living complex that had a number of apartments flooded in the major flooding rains in Spring 2017.

After continuing discussion and review of the property in question, it was noted that if the Planning Commission denied the rezoning request, this same request could not be brought back for one year. Further discussion led to Mr. Jason Young asking to table the rezoning request until further review and study is completed.

**5. Adjournment:** Having no further business, meeting was adjourned.

  
\_\_\_\_\_  
Judy Horne - Secretary

  
\_\_\_\_\_  
Robert Mann - Chair