



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

**CITY COUNCIL AGENDA**  
**January 14, 2019**

A regular meeting of the Farmington City Council will be held on  
Monday, January 14, 2019 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 – December 10, 2018 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.
  - a. **Reappoint Planning Commissioners – Bobby Wilson Jr. (4 yrs.), Toni Lindsey (4 yrs.), Jay Moore (3 yrs.), Chad Ball (2 yrs.), Judy Horne (3 yrs.) & Robert Mann ( 2 yrs.)**
9. Committee Reports
  - b. Street Committee
  - c. City Beautification Committee
  - d. Economic Development Committee
  - e. Park & Recreation Committee
10. Items to be removed from City of Farmington Inventory – **SEE MEMO**

**UNFINISHED BUSINESS**

11. Ordinance No. 2018-15 – 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 D & B of Northwest Arkansas, Inc. - 2<sup>ND</sup> READING

**NEW BUSINESS**

12. Resolution No. 2019-01 – a resolution establishing the procedural rules for the City Council of the City of Farmington, Arkansas for 2019.

13. Request Approval to appoint Bobby Morgan as Vice Mayor for 2019.

14. Request approval of contracts from Earthplan Design Alternatives, PA for MS4 Stormwater Compliance and Floodplain Administration.

15. Ordinance No. 2019-01 – An ordinance to vacate the unused water line easement running from the north end of Bonnie Lance to Hwy. 62, City of Farmington, Arkansas and for other purposes.

**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 (Nov. minutes not approved yet, due to not having a meeting in Dec. 2018)

# Minutes

## Minutes of the Regular Farmington City Council Meeting December 10th, 2018

The regular meeting of the Farmington City Council scheduled for Monday, December 10th, 2018 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, Sherry Mathews, Keith Lipford, Linda Bell, Brenda Cunningham, Bobby Morgan, Diane Bryant and Shelly Parsley. Also present were City Business Manager Melissa McCarville and City Attorney Tennant. Mayor Penn led the Pledge of Allegiance.

Mayor Penn honored retiring City Council Member Patsy Pike for her years of service with the presentation of a key to the city and a plaque commemorating her service of over 10 years.

**Comments from Citizens - None**

**Approval of the minutes for the November 19th, 2018 Regular Meeting of the City Council and the November 27<sup>th</sup>, 2018 Special City Council Meeting.** On the motion of Council Member Bryant and a second by Council Member Bell and by the consent of all Council Members present after a roll call vote, the minutes for both meetings were approved as presented 8-0.

**Financial Reports** – Mayor Penn presented the financial reports. City Clerk Penn reminded the council members that their statements of financial interest were due the end of January, but she would like them at the January City Council meeting if possible. Council Member Bryant asked what the \$60,548.85 purchase from NEC Inc was for, City Business Manager McCarville and Public Works Director Shelley informed her it was for the Hunter Street Bridge repair.

**Entertain a motion to read all Ordinances and Resolutions by title only.** On the motion of Council Member Cunningham and a second by Council Member Lipford 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 8-0.

**Proclamations, Special Announcements, Committee/Commission Appointments. Committee Reports - None**

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

**Items to be removed from City of Farmington Inventory - None**

**Old Business - None**

## **New Business**

### **Request approval to purchase 14 Axon Flex Cameras for the Police Department**

Chief Hubbard gave a brief presentation the city council. This was not a budgeted item for 2018 but there will be a 20% cost increase of the products if we wait until 2019 to purchase. He can save the city roughly \$20,000.00 by purchasing now. On the motion of Council Member Bell and a second by Council Member Lipford and by the consent of all Council Members present after a roll call vote, the city council approved the purchase of 14 Axon Flex Cameras in the amount of \$62,185.52 by a vote of 8-0.

### **Ordinance No. 2018-15 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 D & B of Northwest Arkansas**

A brief presentation was made to the city council by Bleaux Barnes and Wade Williams from D&B of Northwest Arkansas Inc. Mr. Barnes informed the council that a Bill of Assurance had been offered to the planning commission and they had drafted restrictive covenants to ease any fears residents might have concerning the zoning. There will be 24 homes at a minimum of 1700 square feet. He added this is a single lot subdivision and the odd shaped lots don't meet the R-1 conditions specific to the square footage. The depth criteria is their issue. After a short discussion with the council members, Mayor Penn opened the floor to public comment.

Gordon Page - He agreed there are fears about the project, that high density and traffic in front of his home and Double Springs Road were an issue. This would affect his quality of life, he bought R-1 property thinking that was what would be developed around him. He has a fear his property values will go down and density will be an issue. Who are we for? The developers making money? We are a town not a city. We don't want high density. You have to weigh the pros and cons of how it will affect the neighborhood. Could this developer develop the property adjacent to the north of this proposed site instead? Are you helping developers or existing families? Leave the zoning R-1.

Wade Williams – Developer - If the zoning is passed, this is not surrounded by R-1 property, to the north is C-1, across the street is R-2, then you have the school. This is a buffer zone and transitioning area and it applies to the zoning request.

Steve Tennant – City Attorney – reminded all that r-3 is for medium density, only single family. The Planning Commission considered this diligently, the parameters vary according to development but this is not high density. High density is multi-family housing.

Jessica Collins, 63 Sugar Pine - When we bought, we knew building would occur, we just thought it would be like ours when developed. Traffic will increase, at least 50 more cars. The 4-way stop will still be bad because of the jr. high, more parents dropping off. What about the safety of the kids that play on the street, we want very few cars, keep our kids safe. We know there will be growing pains as the developer said but I am the dealing with these growing pains. No zero lot lines, the school system here is great and attracts families, but most don't want small yards. I don't feel R-3 works for our community. We all have a fear of adjoining property being developed, but where do we draw the line? How do you stop it if the developers go bankrupt? People have sold their homes for less than the quotes of \$125 per square feet out of fear of the development. This is not really a buffer area because the commercial area has been empty since I moved there. Thank you.

Pat Page 315 Ridgedale - In the city's planning process the citizens identified that they want to preserve the country effect of Double Springs road. Please do this. We are not an urban area.

Dennis Patrick -206 Cedar Brook - This is the 3<sup>rd</sup> time the city has seen a R-3 request. What does the city want to be, he quoted Planning Commissioners Judy Horne and Bobby Wilson saying the city is landlocked, we can't develop outward but we can develop inward. This request will set a precedent to accommodate a builder. The developers' cost is irrelevant. What is best for the city? You can't be haphazard, you have a land use plan, use it. Changing this for a developer leaves us open for the next one, potentially any spot in the city could change, Farmington has grown exponentially but our infrastructure is not ready, we still have some dirt roads. You do not need to use the emergency clause, what's the rush?

Barbara O'Brien – 336 Ridgedale – Look at the photo of this property, the Planning Commission vetoed a multi-family use, I have spoken with surrounding homeowners in the area, we are R-1, my home is the 2<sup>nd</sup> one in the subdivision. The lights of my millennial neighbors shine in my windows due to the proximity to my bedroom window. Use caution, don't amend.

Beau Collins – 63 Sugar Pine - R-3 will open this up everywhere. I think there are too many proposed homes. What if they can't complete the project and someone else gets the property and builds zero lot line homes.

Mayor Penn then closed the public comment section. He asked the developers if they wanted to address any of the specific concerns. Mr. Barnes said the development was presented with very specific detail that strongly mirrors Ridgedale. He didn't think they designed the street poorly and he wanted it to be the same as the Ridgedale area, single family homes only. The price per square foot quoted is a general average for Farmington and west Fayetteville of the current price, \$125 - \$135 per square foot. Yes, there will be an increase in traffic, just as the commercial development brings an increase in traffic. Bankruptcy is not an option, we own the

property, we own the dirt. The city does not give up any oversight, in building we have to adhere to the specifications. Any change would have to go back to the Planning Commission. There will be 16 feet between homes, rather than the 8 feet at Ridgedale.

Mayor Penn acknowledged that Double Springs road is horrible, but we have been waiting to start the widening of Double Springs to Rheas Mill road with money from the state, we had to wait until football season was over since the school was still using the old field. We have issues with widening due to the cemetery on one side and the school on the other, we are exploring possibly adding a 3<sup>rd</sup> turn lane but it can't go all the way down due to property surrounding it. He reminded the council that each R-3 zoning request has to stand on its own merit before the Planning Commission, this is not a blanket approval.

After a brief discussion by the Council Members, Council Member Lipford made a motion to put Ordinance 2018-15 on its first reading by title only, it was seconded by Council Member Bell and by the consent of all Council Members present after a roll call vote, the motion was approved 8-0. City Attorney Tennant read Ordinance 2018-15 by title only.

**Resolution Ordinance No. 2018 – 08 A Resolution Setting a Public Hearing to discuss the vacation of the unused waterline easement running from the north end of Bonnie Lane to Hwy, 62, Farmington.** On the motion of Council Member Bryant and a second by Council Member Pike and by the consent of all Council Members present after a roll call vote, Resolution 2018-08 was approved 8-0.

There being no further business to come before the council and on the motion of Council Member Morgan and seconded by Council Member Bryant and by the consent of all members present, the meeting adjourned at 7:19 pm until the next regularly scheduled meeting to be held Monday January 14th, 2019 at in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

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City Clerk Kelly Penn

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Mayor Ernie Penn

**Financial**



FARMINGTON SALES TAX COMPARISON

MONTH	CITY SALES TAX 2017	CITY SALES TAX 2018	Extra 1/2 penny	STATE SALES TAX 2017	STATE SALES TAX 2018
JANUARY	\$ 57,103.51	\$ 63,631.38	\$ 32,409.74	\$ 94,536.33	\$ 95,058.02
FEBRUARY	\$ 61,852.68	\$ 76,812.89	\$ 45,591.25	\$ 105,195.78	\$ 111,896.20
MARCH	\$ 64,178.41	\$ 63,060.76	\$ 31,839.12	\$ 90,177.29	\$ 91,349.64
APRIL	\$ 64,037.29	\$ 59,653.41	\$ 35,241.53	\$ 89,619.16	\$ 91,794.18
MAY	\$ 66,577.23	\$ 67,065.94	\$ 42,654.07	\$ 99,256.59	\$ 106,893.56
JUNE	\$ 61,111.32	\$ 70,180.31	\$ 44,181.44	\$ 93,107.16	\$ 101,436.80
JULY	\$ 69,900.21	\$ 76,809.32	\$ 52,397.44	\$ 103,314.13	\$ 107,449.78
AUGUST	\$ 66,619.94	\$ 81,987.06	\$ 57,575.19	\$ 100,462.04	\$ 107,854.33
SEPTEMBER	\$ 65,692.07	\$ 77,087.72	\$ 52,675.85	\$ 98,935.97	\$ 104,048.82
OCTOBER	\$ 61,517.09	\$ 79,744.01	\$ 49,997.14	\$ 100,562.81	\$ 106,637.15
NOVEMBER	\$ 65,220.51	\$ 76,858.16	\$ 47,111.28	\$ 99,640.31	\$ 104,260.92
DECEMBER	\$ 66,565.66	\$ 71,558.04	\$ 41,811.16	\$ 96,779.83	\$ 102,608.32
TOTALS	\$ 770,375.92	\$ 864,449.00	\$ 533,485.21	\$ 1,171,587.40	\$ 1,231,287.72
Monthly Comparison - November 2017/November 2018	\$	\$ 4,992.38	Increase (Decrease)	\$ 10,820.87	\$ 5,828.49
YTD comparison	Increase for 2018 over 2017 YTD - City Sales Tax	\$ 627,558.29	Increase for 2018 over 2017 YTD - State Sales Tax	\$ 59,700.32	

1/9/2019

**GENERAL FUND**

8:33 AM

**Statement of Revenue and Expenditures**

	<b>Year-to-Date</b>	<b>Annual Budget</b>	<b>Jan 2018</b>
	<b>Jan 2018</b>	<b>Jan 2018</b>	<b>Dec 2018</b>
	<b>Dec 2018</b>	<b>Dec 2018</b>	<b>Percent of</b>
	<b>Actual</b>		<b>Budget</b>
<b>Revenue &amp; Expenditures</b>			
<b>GENERAL REVENUES</b>			
<b>Revenue</b>			
ACCIDENT REPORT REVENUES	2,370.00	1,000.00	237.00%
ACT 833	22,297.97	20,000.00	111.49%
ALCOHOL SALES TAX	4,267.83	3,000.00	142.26%
ANIMAL CONTROL REVENUES	3,470.00	2,500.00	138.80%
BOND FUND REIMB REVENUES	131,737.61	0.00	0.00%
BUILDING INSPECTION FEES	157,770.00	60,000.00	262.95%
BUSINESS LICENSES	6,225.00	5,000.00	124.50%
CITY COURT FINES	135,774.37	100,000.00	135.77%
CITY SALES TAX REVENUES	1,398,571.21	850,000.00	164.54%
COUNTY TURNBACK	485,371.64	415,000.00	116.96%
DEVELOPMENT FEES	35,880.00	7,000.00	512.57%
FRANCHISE FEES	419,187.64	375,000.00	111.78%
GARAGE SALE PERMITS	2,640.00	3,000.00	88.00%
INTEREST REVENUES	24,530.91	2,000.00	1,226.55%
MISCELLANEOUS REVENUES	30,765.14	1,200.00	2,563.76%
PARK RENTAL	1,340.00	1,400.00	95.71%
SALES TAX - OTHER	1,231,287.92	1,090,000.00	112.96%
SPORTS COMPLEX FEES	46,572.00	50,000.00	93.14%
SRO REIMBURSEMENT REVENUES	19,961.11	25,000.00	79.84%
STATE TURNBACK	94,626.51	100,000.00	94.63%
<b>Revenue</b>	<b>\$4,254,646.86</b>	<b>\$3,111,100.00</b>	

1/9/2019

**GENERAL FUND**

8:33 AM

**Statement of Revenue and Expenditures**

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Dec 2018	Dec 2018	Percent of
	Actual		Budget
<b>ADMINISTRATIVE DEPT</b>			
<b>Expenses</b>			
ADDITIONAL SERVICES EXPENSE	232,090.48	160,000.00	145.06%
ADVERTISING EXPENSE	5,859.58	7,000.00	83.71%
BUILDING MAINT & CLEANING	33,947.92	40,000.00	84.87%
CREDIT CARD FEE EXPENSE	3,684.15	4,000.00	92.10%
ELECTION EXPENSES	3,989.55	4,000.00	99.74%
ENGINEERING FEES	1,114.63	0.00	0.00%
INSURANCES EXPENSE	57,517.00	31,000.00	185.54%
LEGAL FEES	7,500.00	10,000.00	75.00%
MATERIALS & SUPPLIES EXPENSE	15,545.25	20,000.00	77.73%
MISCELLANEOUS EXPENSE	20,610.00	2,000.00	1,030.50%
NEW EQUIPMENT PURCHASE	7,152.71	10,000.00	71.53%
PAYROLL EXP - CITY ATTRNY	38,050.60	33,500.00	113.58%
PAYROLL EXP - ELECTED OFFICIAL	85,824.33	121,500.00	70.64%
PAYROLL EXP - REGULAR	234,698.31	225,000.00	104.31%
PLANNING COMMISSION	11,817.88	19,400.00	60.92%
POSTAGE EXPENSE	1,338.72	3,000.00	44.62%
PROFESSIONAL SERVICES	61,025.90	45,000.00	135.61%
REPAIR & MAINT - OFFICE EQUIP	1,209.03	5,000.00	24.18%
RETURNED CHECK	125.00	250.00	50.00%
SERVICE CHARGES	20.00	0.00	0.00%
TECHNICAL SUPPORT	72,479.18	20,000.00	362.40%
TELECOMMUNICATION EXPENSES	2,043.24	1,000.00	204.32%
TRAVEL, TRAINING & MEETINGS	19,171.13	11,000.00	174.28%
UTILITIES EXPENSES	72,218.27	60,000.00	120.36%
<b>Expenses</b>	<b>\$989,032.86</b>	<b>\$832,650.00</b>	

1/9/2019

**GENERAL FUND**

8:33 AM

**Statement of Revenue and Expenditures**

	<b>Year-to-Date</b>	<b>Annual Budget</b>	<b>Jan 2018</b>
	<b>Jan 2018</b>	<b>Jan 2018</b>	<b>Dec 2018</b>
	<b>Dec 2018</b>	<b>Dec 2018</b>	<b>Percent of</b>
	<b>Actual</b>		<b>Budget</b>
<b>ANIMAL CONTROL DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	1,428.08	2,000.00	71.40%
MATERIALS & SUPPLIES EXPENSE	235.09	600.00	39.18%
NEW EQUIPMENT PURCHASE	0.00	800.00	0.00%
PAYROLL EXP - REGULAR	61,029.63	56,000.00	108.98%
PROFESSIONAL SERVICES	11,777.00	20,000.00	58.89%
REPAIR & MAINT - AUTOMOBILES	1,669.09	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	17.21	1,000.00	1.72%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	0.00	800.00	0.00%
<b>Expenses</b>	<b>\$76,156.10</b>	<b>\$81,700.00</b>	

1/9/2019

**GENERAL FUND**

8:33 AM

**Statement of Revenue and Expenditures**

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Dec 2018	Dec 2018	Percent of
	Actual		Budget
<b>BUILDING PERMIT DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	1,875.22	2,500.00	75.01%
PAYROLL EXP - REGULAR	82,559.97	80,500.00	102.56%
REPAIR & MAINT - AUTOMOBILES	150.69	1,500.00	10.05%
TRAVEL, TRAINING & MEETINGS	2,153.53	5,000.00	43.07%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
<b>Expenses</b>	<b>\$86,739.41</b>	<b>\$90,500.00</b>	

1/9/2019

GENERAL FUND

8:33 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Dec 2018	Dec 2018	Percent of
	Actual		Budget
<b>FIRE DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	5,864.52	5,000.00	117.29%
HAZMAT EXPENSES	2,270.12	2,400.00	94.59%
MATERIALS & SUPPLIES EXPENSE	6,835.46	8,500.00	80.42%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	3,973.59	6,500.00	61.13%
PAYROLL EXP - REGULAR	404,305.21	380,000.00	106.40%
REPAIR & MAINT - BUILDING	391.24	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	5,872.43	3,000.00	195.75%
REPAIR & MAINT - TRUCK	4,839.20	6,000.00	80.65%
TRAVEL, TRAINING & MEETINGS	593.50	3,000.00	19.78%
UNIFORMS/GEAR EXPENSE	6,739.79	12,200.00	55.24%
<b>Expenses</b>	<b>\$441,685.06</b>	<b>\$427,100.00</b>	

1/9/2019

GENERAL FUND

8:33 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Dec 2018	Dec 2018	Percent of
	Actual		Budget
<b>LAW ENFORCE - COURT</b>			
<b>Expenses</b>			
MATERIALS & SUPPLIES EXPENSE	2,834.63	1,300.00	218.05%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	3,000.00	0.00%
PAYROLL EXP - CITY ATTRNY	21,642.40	0.00	0.00%
PAYROLL EXP - REGULAR	78,519.83	103,000.00	76.23%
SPECIAL COURT COSTS	5,926.50	6,000.00	98.78%
TRAVEL, TRAINING & MEETINGS	1,340.72	2,200.00	60.94%
<b>Expenses</b>	<b>\$110,264.08</b>	<b>\$115,900.00</b>	

1/9/2019

GENERAL FUND

8:33 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Dec 2018	Dec 2018	Percent of
	Actual		Budget
<b>LAW ENFORCE - POLICE</b>			
<b>Expenses</b>			
BREATHALYZER EXPENSES	566.35	700.00	80.91%
DRUG TASK FORCE	1,500.00	2,000.00	75.00%
FUEL EXPENSES	28,324.89	30,000.00	94.42%
MATERIALS & SUPPLIES EXPENSE	100,024.49	36,000.00	277.85%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	54,766.55	32,000.00	171.15%
PAYROLL EXP - REGULAR	876,551.10	890,000.00	98.49%
PAYROLL EXP - SRO	69,383.70	61,000.00	113.74%
REPAIR & MAINT - AUTOMOBILES	22,774.01	20,000.00	113.87%
REPAIR & MAINT - EQUIPMENT	2,124.98	3,000.00	70.83%
TRAVEL, TRAINING & MEETINGS	5,590.24	4,500.00	124.23%
UNIFORMS/GEAR EXPENSE	13,805.25	9,500.00	145.32%
<b>Expenses</b>	<b>\$1,175,411.56</b>	<b>\$1,089,200.00</b>	



1/9/2019

**GENERAL FUND**

8:33 AM

**Statement of Revenue and Expenditures**

	<b>Year-To-Date</b>	<b>Annual Budget</b>	<b>Jan 2018</b>
	<b>Jan 2018</b>	<b>Jan 2018</b>	<b>Dec 2018</b>
	<b>Dec 2018</b>	<b>Dec 2018</b>	<b>Percent of</b>
	<b>Actual</b>		<b>Budget</b>
<b>LIBRARY</b>			
<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>	

1/9/2019

**GENERAL FUND**

8:33 AM

**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Dec 2018	Dec 2018	Percent of
	Actual		Budget
<b>PARKS DEPT</b>			
<b>Expenses</b>			
BUILDING MAINT & CLEANING	4,550.44	0.00	0.00%
FUEL EXPENSES	4,151.32	3,000.00	138.38%
MATERIALS & SUPPLIES EXPENSE	2,682.70	4,500.00	59.62%
MISCELLANEOUS EXPENSE	0.00	1,000.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	10,000.00	0.00%
PAYROLL EXP - REGULAR	111,617.43	89,000.00	125.41%
PAYROLL EXP - SPORTS COMPLEX	40,042.81	55,000.00	72.81%
PROFESSIONAL SERVICES	1,465.00	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	2,425.48	4,000.00	60.64%
SPORTS PARK FUEL	1,270.03	1,500.00	84.67%
SPORTS PARK MATERIALS	20,586.21	14,000.00	147.04%
SPORTS PARK NEW EQUIP	768.19	12,000.00	6.40%
SPORTS PARK PROF SERV	49,881.96	40,000.00	124.70%
SPORTS PARK REPAIR/MAINT	1,901.31	6,000.00	31.69%
SPORTS PARK UNIFORMS	0.00	900.00	0.00%
SPORTS PARK UTILITIES	15,712.65	15,000.00	104.75%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
UTILITIES EXPENSES	2,040.51	3,000.00	68.02%
<b>Expenses</b>	<b>\$259,096.04</b>	<b>\$259,900.00</b>	

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

	Current Period Jan 2018 Dec 2018 Actual	Annual Budget Jan 2018 Dec 2018	Jan 2018 Dec 2018 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
FINES/LOST ITEMS	5,743.99	4,000.00	143.60%
INTEREST REVENUES	245.53	0.00	0.00%
MISCELLANEOUS REVENUES	2,834.28	0.00	0.00%
TRANS FROM GENERAL FUND	30,000.00	30,000.00	100.00%
WASHINGTON CO LIBRARY	170,972.00	156,977.00	108.92%
<b>Revenue</b>	<b>\$209,795.80</b>	<b>\$190,977.00</b>	
<b>Expenses</b>			
ADVERTISING EXPENSE		500.00	0.00%
BOOKS AND MEDIA	30,708.68	32,000.00	95.96%
BUILDING MAINT & CLEANING	1,440.70	0.00	0.00%
INSURANCES EXPENSE		2,500.00	0.00%
MATERIALS & SUPPLIES EXPENSE	17,316.42	12,277.00	141.05%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE	1,888.99	2,000.00	94.45%
PAYROLL EXP - REGULAR	135,931.97	138,000.00	98.50%
POSTAGE EXPENSE	50.00	300.00	16.67%
PROGRAMS EXPENSE	700.00	2,500.00	28.00%
REPAIR & MAINT - BUILDING	4,254.43	6,000.00	70.91%
TECHNICAL SUPPORT	4,055.00	5,000.00	81.10%
TRAVEL, TRAINING & MEETINGS	525.00	1,000.00	52.50%
UTILITIES EXPENSES	2,043.58	2,400.00	85.15%
<b>Expenses</b>	<b>\$198,914.77</b>	<b>\$204,977.00</b>	

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

	Year-To-Date Jan 2018 Dec 2018 Actual	Annual Budget Jan 2018 Dec 2018	Jan 2018 Dec 2018 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
GRANTS	67,037.60	0.00	0.00%
INTEREST REVENUES	766.83	50.00	1,533.66%
MISCELLANEOUS REVENUES	0.00	100.00	0.00%
PAYMENT IN LIEU OF	120,000.00	0.00	0.00%
STREET CITY SALES TAX	0.00	170,000.00	0.00%
STREET COUNTY TURNBACK	54,553.61	40,000.00	136.38%
STREET STATE TURNBACK	418,418.55	388,000.00	107.84%
<b>Revenue</b>	<b>\$660,776.59</b>	<b>\$598,150.00</b>	
<b>Expenses</b>			
ADDITIONAL SERVICES EXPENSE	302.21	0.00	0.00%
ADVERTISING EXPENSE	602.88	1,500.00	40.19%
BUILDING MAINT & CLEANING	152.31	0.00	0.00%
ENGINEERING FEES	11,194.89	0.00	0.00%
FUEL EXPENSES	5,938.25	8,000.00	74.23%
MATERIALS & SUPPLIES EXPENSE	10,122.71	10,000.00	101.23%
MISCELLANEOUS EXPENSE	358.33	500.00	71.67%
NEW EQUIPMENT PURCHASE	19,431.00	35,000.00	55.52%
PAYROLL EXP - REGULAR	189,735.44	190,000.00	99.86%
PROFESSIONAL SERVICES	78,462.00	20,000.00	392.31%
REPAIR & MAINT - BUILDING	165.00	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	5,346.84	15,000.00	35.65%
STREET LIGHTS	52,276.61	165,000.00	31.68%
STREET/ROAD REPAIRS	55,904.00	100,000.00	55.90%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	373.05	2,200.00	16.96%
UTILITIES EXPENSES	3,783.08	5,000.00	75.66%
<b>Expenses</b>	<b>\$434,148.60</b>	<b>\$552,700.00</b>	

**Street Construction Bond Fund**

	<b>Beginning Balance</b>	
12/1/2018		\$1,338,646.94
	<b>December Interest &amp; Dividend</b>	
12/17/2018	Southern Building Services, In	\$201,313.22
12/17/2018	GTS, Inc.	\$300.46
12/27/2018	Grubbs, Hoskyn, Barton & Wyatt, INC.	\$819.50
12/28.2018	Plymouth Engineering	\$1,125.79
12/7/2018	Key Architecture	\$2,960.70
1220/2018	Olsson Associates	\$57.50
	<b>December Interest &amp; Dividend</b>	
11/30/2018		\$2,167.14
	<b>Statement Balance 12/31/2018</b>	<b>\$1,134,236.91</b>

**Bond Fund Expense Account  
December 2018**

**Park Construction Bond Fund**

	<b>Beginning Balance</b>	
11/1/2018		\$2,005,668.38
	<b>December Expenses</b>	
12/31/2018		\$2,667.73
	<b>Statement Balance 12/31/2018</b>	<b>\$2,008,336.11</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)

## MEMO

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Penn, City Clerk

From: BRIAN HUBBARD, CHIEF  
Re: EQUIPMENT REMOVAL  
Date: 01/14/19

### **Recommendation**

Requesting the removal from inventory (2) LFL Liberty lightbars serial # 36477 city # 0542 and serial # 31405 city # 0536. I am also requesting that the lightbars be transferred to Lincoln Police Department.

### **Background**

These lightbars are approximately 13 years old and are no longer used on the current patrol vehicles.

### **Discussion**

Lincoln Police Department still currently use this type of lightbar and were needing a couple more for parts and for use on different vehicles.

### **Budget Impact**

\$0

# Agenda Item 11



ORDINANCE NO. 2018-15

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 D & B OF NORTHWEST ARKANSAS, 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 D & B of Northwest Arkansas, Inc. is zoned R-1, Single Family Residential; and

WHEREAS, after a public hearing on November 26, 2018, 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 14th day of January, 2019.

APPROVED:

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

ATTEST:

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

## **Exhibit A**

### LEGAL DESCRIPTION – AREA TO BE REZONED

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER 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' FROM AN EXISTING NAIL MARKING THE NORTHEAST CORNER OF SAID FORTY TRACT AND RUNNING THENCE S02°25'57"W 249.38', THENCE S88°07'07"E 150.03' TO THE EAST LINE OF SAID FORTY ACRE TRACT, THENCE ALONG SAID EAST LINE S02°25'57"W 203.59', THENCE LEAVING SAID EAST LINE N88°06'30"W 798.00' TO AND ALONG THE NORTH LINE OF NORTH RIDGE SUBDIVISION, THENCE LEAVING SAID NORTH SUBDIVISION LINE N02°25'26"E 202.98', THENCE S87°43'26"E 57.32' TO AN EXISTING REBAR, THENCE S88°05'23"E 215.76' TO AN EXISTING REBAR, THENCE N04°23'37"E 225.23', THENCE S88°14'59"E 347.21', THENCE N02°25'57"E 24.48', THENCE S88°14'59"E 20.00' TO THE POINT OF BEGINNING, CONTAINING 5.65 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN DOUBLE SPRINGS ROAD AND WOLFE LANE RIGHTS-OF-WAY ON THE EAST AND NORTH SIDES OF HEREIN DESCRIBED PROPERTY AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

# Agenda Item 12



City of Farmington  
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

**From:** Kelly Penn, City Clerk  
**Re:** Resolution 2019-01  
**Date:** 01/02/2019

As required by Arkansas law, statute 14-43-501, we are required to establish the procedural rules for the city council for the city of Farmington for 2019. There are no changes to the resolution from last year. Please note section 5, subsection A, item 9. This will affect our meeting schedule as follows:

October meeting will be moved to Tuesday, October 15<sup>th</sup> due to Columbus Day.  
November meeting will be moved to Tuesday, November 12<sup>th</sup> due to Veterans Day.

Thanks,  
KSP

## RESOLUTION NO. 2019-01

### A RESOLUTION ESTABLISHING THE PROCEDURAL RULES FOR THE CITY COUNCIL OF THE CITY OF FARMINGTON, ARKANSAS FOR 2019

**WHEREAS**, the State of Arkansas requires each City Council to annually establish its procedural rules and, whereas, such rules are essential for the orderly conduct of council activities;

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

#### **Section 1:** Rules and Order of Business

The Council of the City of Farmington will follow the procedural rules contained in the Arkansas Municipal League publication "Procedural Rules for the Municipal Official", dated May 2014. In addition to what is included in this publication, the meeting will include a forum for comments from citizens.

#### **Section 2:** The Time and Location of Regularly Scheduled Meetings

- (A) Council Meetings: Second Monday of each month at 6:00 p.m. at the City Hall, 354 West Main Street, Farmington, AR.
- (B) The date, time and locations of regularly scheduled meetings may be changed by the Mayor with consent of the majority of the council members. The media and public will be notified of any changes in accordance with appropriate state laws.

#### **Section 3:** Special Meetings

In accordance with Ordinance 1.4 the Mayor or any three council members may call special meetings and set the time and place of such meetings. Voting by council is permitted at special meetings.

#### **Section 4:** Working Sessions

The Mayor or any three council members may schedule working sessions for the council at the time and location of their choosing. The media and public will be notified of all working sessions in accordance with applicable state laws.

Voting by the council is not permitted at working sessions. The Mayor and all Council members must be notified of any proposed working session.

**Section 5:** Agendas

(A) Meetings

- (1) The City Clerk or designee shall prepare the agenda for council meetings. Items shall be placed upon the agenda as may be requested by the Mayor, the City Attorney, any Council member or any Department Head.
- (2) The department head and committee heads or their representative should be present at all monthly council meetings, give a **brief** written report summarizing their departmental/committee activities and make themselves available for questions from the public and council members. The committee and department reports shall be provided to the City Clerk or designee and be part of the official agenda.
- (4) At the citizens forum section of the meeting the Mayor will announce: “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.” Any individual wishing to address the Council about a subject that is not on the agenda shall be permitted to speak during that period allotted for Citizen Communications at meetings. Each individual will be limited to five minutes. (Total 15 minutes per subject.)
- (5) The Mayor, the City Attorney, any council member or any Department Head requesting that a matter be placed on the agenda will provide the City Clerk’s office with the title of the matter and with a short memo (memo format can be obtained from the City Business Manager) describing the topic and any supporting material no later than noon on the Monday one week prior to the date of the Meetings.
- (6) Any matter presented to the City Clerk’s office later than that time shall be placed on the agenda, unless Council objects, at a time called by the Mayor directly before the business items are addressed.
- (7) Those presenting items to be added to the agenda at the meeting shall state the topic to be added only, with no discussion. Discussion for that item will take place when the item is addressed during the business session.
- (8) The City Clerk will provide copies of the agenda unless a copy of the draft ordinance or resolution is provided to the City Clerk's office for inclusion with the agenda. Those with agenda items to be added at the meeting shall provide **nine** copies of any ordinances or resolutions to be presented to the Council, Mayor, City Clerk/Treasurer and City Attorney.

- (9) In the event of a holiday falling on a Monday, the above schedule will be shifted to the Tuesday following the holiday. This affects the October and November council meetings in 2019.
- (10) During Council meetings, the Council will consider only those matters placed on the agenda.

(B) Special Meetings

The City Clerk or designee will prepare agendas for special meetings and provide copies to all elected city officials and to the media and notify the media as required by state law. Whoever is calling the special meeting shall provide the Clerk with applicable documentation pertinent to the meeting being called.

**PASSED AND APPROVED** on this 14<sup>TH</sup> day of January, 2019.

**APPROVED:**

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

**ATTEST:**

By: \_\_\_\_\_  
*Kelly Penn, City Clerk*



# Agenda Item 14



EDA JOB  
1544.19

## 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, 2019 (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 # 1544.19). 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.*

#### 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 when requested by City.
- Represent the City as their Certified Floodplain Manager (CFM).
- Attend meetings as requested by City 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.

### III. OWNER TO PROVIDE THE FOLLOWING:

1. Owner to provide copies of most current floodplain development-related ordinances and codes.
2. Owner to provide maps, plans, etc. that need to be reviewed by EDA.

### 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:

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

### VI. METHOD OF PAYMENT:

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 01.01.2019. 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 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. 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

This Agreement (consisting of pages 1 to 6 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, 2019 through Dec. 31, 2019; total billable hours and expenses for the 2019 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 - III B	\$90	Landscape Architect - IV	\$80
Engineer - III A	\$85	Landscape Architect - III	\$70
Engineer - II	\$75	Construction Observer	\$70
Engineer - I	\$65	Clerical II	\$40
Civil Designer - V	\$100	Clerical I	\$30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (EDA job no. 1544.19), the Effective Date of 12.26.2018:

OWNER:

\_\_\_\_\_

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

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

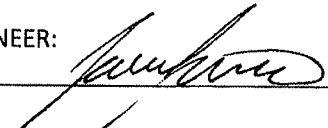
Please print your billing address:

Street \_\_\_\_\_

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

Phone \_\_\_\_\_

ENGINEER:

  
\_\_\_\_\_

License No. 15162 AR

Date Signed 12-26-18



EDA JOB  
1520.19

**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, 2019 (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 # 1520.19). A description of Engineer's services is described below:

**I. PROJECT DESCRIPTION:**

Background Information:

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, was 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 ARR040000.

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.



**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 as City staff reports to EDA for mapping purposes.

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 also review and help the City update any existing storm water ordinances and develop a list of non-illicit discharges if the City requests help with these matters.

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

**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.

If requested, EDA will provide site inspections of non-Industrial permit facilities on an annual basis. All inspections would be tracked and reports would be generated and made available for ADEQ inspections at any time.

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

- A. Client to provide needed inspection reports, completed forms, and any other documentation needed in order to complete the MS4's Annual Rep
- B. Copy of current ordinances showing any changes related to stormwater.
- C. List of City-owned properties.

**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 SWPPPs required for City-owned 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 12/26/2018. 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 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 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.

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 9 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, 2019 through Dec. 31, 2019; total billable hours and expenses for the 2019 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 - III B	\$90	Landscape Architect - IV	\$80
Engineer - III A	\$85	Landscape Architect - III	\$70
Engineer - II	\$75	Construction Observer	\$70
Engineer - I	\$65	Clerical II	\$40
Civil Designer - V	\$100	Clerical I	\$30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (EDA job # 1520.19), the Effective Date of which is indicated on page 1.

OWNER:

\_\_\_\_\_

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

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

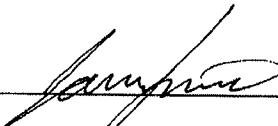
Please print your billing address:

Street \_\_\_\_\_

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

Phone \_\_\_\_\_

ENGINEER:

\_\_\_\_\_  


License No.: 15162 AR

Date Signed 12-26-18



# Agenda Item 15

**ORDINANCE NO. 2019-01**

**AN ORDINANCE TO VACATE THE UNUSED WATER LINE EASEMENT  
RUNNING FROM THE NORTH END OF BONNIE LANE TO HWY. 62 , CITY  
OF FARMINGTON, ARKANSAS AND FOR OTHER PURPOSES**

WHEREAS, a petition was duly filed with the city council of the City of Farmington, Arkansas on the 10th day of December, 2018 asking the city council to vacate the unused water line easement running from the north end of Bonnie Lane to Hwy.62, which is described as follows, to-wit:

*Part of a twenty foot (20') wide water and sewer easement (Document #2008-8441) located in part of the southwest quarter (SW ¼) of the northeast quarter (NE ¼) of Section 27, Township 16 North, Range 31 West, Washington County, Arkansas, also referred to as Tract B in a survey by Bates & Associates, Inc. Document #2017-00019958, filed for record June 30, 2017 in the Washington County Circuit Clerks Office, being more particularly described as follows:*

*Commencing at the northwest corner of said Tract B; thence N58°28'50"E, 213.65' along the southerly right-of-way line of U.S. Highway 62; thence leaving said right-of-way S01°58'50"W, 23.98' to the point of beginning; thence continuing S01°58'50"W, 334.47' to the south line of said tract; thence along said south line N87°46'24"W, 20.00'; thence leaving said south line N01°58'50"E, 321.18'; thence parallel to said highway right-of-way N58°28'50"E, 23.98' to the point of beginning, containing 6,557 square feet or 0.15 acres more or less.*

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the real property, hereinbefore described, has heretofore been dedicated to the public use as a water line easement herein described; has never been actually used by the public for a water line easement subsequent to the dedication of the property, and that public interest and welfare will not be adversely affected by the abandonment of the water line easement described hereinabove.

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

Section 1. The City of Farmington, Arkansas hereby releases, vacates, and abandons all its rights, together with the rights

of the public generally, in and to the easement running from the north end of Bonnie Lane to Hwy. 62 that is described as follows, to-wit:

*Part of a twenty foot (20') wide water and sewer easement (Document #2008-8441) located in part of the southwest quarter (SW ¼) of the northeast quarter (NE ¼) of Section 27, Township 16 North, Range 31 West, Washington County, Arkansas, also referred to as Tract B in a survey by Bates & Associates, Inc. Document #2017-00019958, filed for record June 30, 2017 in the Washington County Circuit Clerks Office, being more particularly described as follows:*

*Commencing at the northwest corner of said Tract B; thence N58°28'50"E, 213.65' along the southerly right-of-way line of U.S. Highway 62; thence leaving said right-of-way S01°58'50"W, 23.98' to the point of beginning; thence continuing S01°58'50"W, 334.47' to the south line of said tract; thence along said south line N87°46'24"W, 20.00'; thence leaving said south line N01°58'50"E, 321.18'; thence parallel to said highway right-of-way N58°28'50"E, 23.98' to the point of beginning, containing 6,557 square feet or 0.15 acres more or less.*

**Section 2.** A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

**Section 3.** This ordinance shall take effect and be in force from and after its passage.

Passed this 14th day of January, 2019.

Approved:

---

Mayor Ernie Penn

Attest:

---

Kelly Penn, City Clerk

# Informational Items



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

City Business Manager Report  
January 14, 2019  
City Council Meeting

- Brenda Coleman (15 years), Andrew Patton (3 years), Jimmy Brotherton (5 years) and Rick Bramall (5 years) have work anniversaries this month, thank them for their service!
- Planning Commission will be working on a new zoning classification for planned unit developments.
- Creekside Park construction is set to begin January 7<sup>th</sup>.
- Expect a resolution on the February agenda to amend the 2018 budget.
- Billie and our computer consultants are working on installing the new server.
- We are in the process of getting appraisals on right-of-way we need on Hwy 170.
- Happy New Year!

*"A Clear Vision, Backed By Definite Plans,  
Gives You A Tremendous Feeling Of Confidence And Personal Power."  
- Brian Tracy*



# 2018 FARMINGTON DISTRICT COURT MONTHLY DISTRIBUTION WORKSHEET MONTH OF DECEMBER

<b>ADMIN OF JUSTICE FUND</b>	Check #1	<b>Dept. of Finance and Administration</b>	<b>Total for Check # 1</b>	<b>\$3,325.90</b>	Chk#2075
	Check #2	<b>General Fund</b>	<b>Total for Check # 2</b>	<b>\$1,814.85</b>	Chk#2076
	Check #3	<b>Washington County Treasurer (Act 1256)</b>	<b>Total for Check # 3</b>	<b>\$1,532.75</b>	Chk#2077
<b>Total Checks Admin of Justice</b>					<b>\$6,673.50</b>

<b>COURT COST &amp; FINE</b>	Check #4	<b>Administration of Justice Fund</b>			
		CCCR- Court Cost-Criminal		<b>\$1,271.50</b>	
		CCDWI-Court Cost DWI		<b>\$675.00</b>	
		CCTR- Court Cost-Traffic		<b>\$3,877.00</b>	
		CCTRO- Court Cost-Traffic Ordinance		<b>\$825.00</b>	
		CCSEAT - Court Cost - Seat Belt		<b>\$25.00</b>	
		<b>Total for Check # 4 (Chk#3467)</b>			<b>\$6,673.50</b>
	Check #5	<b>General Fund</b>			
		FINE- Fines Collected		<b>\$6,542.00</b>	
		WF - Warrant Fee		<b>\$100.00</b>	
		NLIFL-No Liability Ins. Fines		<b>\$500.00</b>	
		FTPRLOC-Fines Local		<b>\$185.00</b>	
		<b>Total for Check # 5 (Chk#3468)</b>			<b>\$7,327.00</b>
Check #6	<b>Court Automation Fund</b>				
	CREE-Local Court Automation		<b>\$772.50</b>		
	<b>Total for Check # 6 (Chk#3469)</b>			<b>\$772.50</b>	
Check #7	<b>Department of Finance &amp; Administration</b>				
	CFEES - State Court Automation Fee		<b>\$777.50</b>		
	DCSAF - Drug Crime Special Assess Fee		<b>\$75.00</b>		
	NIFS - New Installment Fee - State		<b>\$1,550.00</b>		
	<b>Total for Check # 7 (Chk#3470)</b>			<b>\$2,402.50</b>	
Check #8	<b>Arkansas State Treasury</b>				
	DRUG - Drug Abuse Prevention and Treatment Fund		<b>\$65.00</b>		
	<b>Total for Check # 8 (Chk#3471)</b>			<b>\$65.00</b>	
Check #9	<b>Washington County Treasurer</b>				
	JBAF - Jail Booking and Admin Fee		<b>\$10.00</b>		
	CJF - County Jail Fee		<b>\$1,441.50</b>		
	<b>Total for Check # 9 (Chk#3472)</b>			<b>\$1,451.50</b>	
Check #10	<b>RF - Restitution Fee</b>				
	Walmart Neighborhood Market, Michael Blair/CR-16-228		<b>\$25.00</b>		
	<b>Total for Check # 10 (Chk#3473)</b>			<b>\$25.00</b>	
Check #11	<b>RF - Restitution Fee</b>				
	Milissa Parsley, Reschke/TR-17-250		<b>\$25.00</b>		
	<b>Total for Check # 11 (Chk#3474)</b>			<b>\$25.00</b>	
Check #12	<b>RDP - Refund Due Payer</b>				
	Ulises S Zavala Espinoza/CR-17-519, TR-17-542		<b>\$815.00</b>		
	<b>Total for Check # 12 (Chk#3475)</b>			<b>\$815.00</b>	
Check #13	<b>RDP - Refund Due Payer</b>				
	Amber Nichole Miller/CR-18-636, TR-18-589		<b>\$815.00</b>		
	<b>Total for Check # 13 (Chk#3476)</b>			<b>\$815.00</b>	
				<b>Monthly Total</b>	<b>\$20,372.00</b>
				<b>Year To Date</b>	<b>\$268,079.40</b>

Ernie Penn, Mayor Date 1-3-19

Kim Bentley, Chief Court Clerk Date 1/2/19

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



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

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

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

### **December 2018 Monthly Report for Mayor and City Council**

The fire department responded to over 82 calls during the month of December which is above average for this year for calls, and that gives us a total of 961 documented runs for the year to date, but 911 dispatch has us over 1000 plus calls.

December was an average month with just a few more fire calls than normal, and more motor vehicle accidents than usual. We normally respond to more fire calls this time of year but because we received some extra amount of rainfall here at the end of the month that reduces that figure a little and that does and has attributed for the number of fire calls we received.

Thanks to you the Mayor and City Council we are now able to have two firefighters on duty around the clock and this is such a benefit to everyone. Having two here helps alleviate the need to hire overtime as much such as, when one of my guys gets sick I had no one here and I had to hire overtime to have someone here, now if one gets sick or is on vacation I still will have someone on duty. We have a standard of two firefighters on a fire truck when responding to a fire and now for the first time they can leave immediately instead of having to wait for a volunteer to show up before they could leave.

The names of the two firefighters are Aaron Spahn an 11 year veteran from Fort Smith that lives in our city limits and was one of my volunteers here, and Dillon Jones fresh out of the fire Academy at Camden Arkansas which was also one of my volunteers. I was happy that I was able to hire both of these firefighters from our own department and I expect them to be great additions to our fulltime staff.

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

Mark Cunningham  
Fire Chief

# Farmington Police Dept.

Offenses for Month 12/2017 and 12/2018

1/2/2019 10:07:37 AM

	<u>2017</u>	<u>2018</u>
<b>ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 2ND DEGREE / RISK OF PHYSICAL INJUR</b>		
5-26-308	1	0
<b>BATTERY - 3RD DEGREE / RECKLESSLY CAUSES INJURY</b>		
5-13-203A(2)	1	0
<b>BREAKING OR ENTERING / BUILDING OR STRUCTURE</b>		
5-39-202A(1)	1	0
<b>Breaking or Entering/Vehicle</b>		
5-39-202	2	0
<b>BURGLARY, COMMERCIAL</b>		
5-39-201B(1)	1	0
<b>BURGLARY, RESIDENTIAL</b>		
5-39-201A(1)	2	0
<b>CARELESS DRIVING</b>		
27-51-104	0	1
<b>CHILD RESTRAINT</b>		
17-34-103	1	0
<b>COMMUNICATING A FALSE ALARM / CAUSE ACTION BY AN OFFICIAL OR AGENCY</b>		
5-71-210A(1)	0	1
<b>CRIMINAL IMPERSONATION / 2ND DEGREE / ASSUMES FALSE IDENTITY</b>		
5-37-208(2)	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>DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY</b>		
5-26-305A(2)	1	0
<b>Drivers License Required</b>		
27-16-602	0	1
<b>DRIVING ON SUSPENDED LICENSE</b>		
27-16-303	1	3
<b>DWI (UNLAWFUL ACT)</b>		
5-65-103A	1	1
<b>DWI - DRUGS (UNLAWFUL ACT)</b>		
5-65-103B	1	0
<b>DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION</b>		
5-65-105	0	1
<b>ENDANGERING THE WELFARE OF MINOR - 3RD DEGREE</b>		



	<u>2017</u>	<u>2018</u>
5-27-207(b)	1	0
Excess Speed		
27-51-201	0	2
FAILURE TO APPEAR		
5-54-120	15	19
Failure to Maintain Control		
27-51-104(6)	1	0
FAILURE TO PAY FINES & COSTS		
5-4-203	16	21
FILING FALSE REPORT WITH LAW ENFORCEMENT AGENCY		
5-54-122	1	0
Flight from Officer/foot		
5-54-125C3d1	1	0
Following Too Close		
27-51-305	0	1
FORGERY		
5-37-201	1	1
FURNISHING PROHIBITED ARTICLES		
5-54-119	2	1
HARASSMENT / FOLLOWS A PERSON IN AND ABOUT A PUBLIC PLACE		
5-71-208A(3)	1	0
Leaving Scene of Accident/Property Damage		
27-53-102	1	0
LOITERING		
5-71-213	0	2
No Turn Signal		
27-51-403	2	0
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER		
5-54-102A(1)	0	2
OBSTRUCTING GOVERNMENTAL OPERATIONS / REFUSES TO PROVIDE INFORMATION FOR A		
5-54-102A(2)	1	0
Operating Unsafe Vehicle		
27-32-101	0	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	3	2
POSSESSION OF DRUG PARAPHERNALIA		
5-64-443	5	4
Possession of Drug Paraphernalia		
5-64-403(c)(1)(A)(i)	2	1
POSSESSION OF DRUG PARAPHERNALIA - FELONY		
5-64-443	1	2
POSSESSION OF METH OR COCAINE GT 2GM BUT LT 10GM		
5-64-419B(1)B	1	1
POSSESSION OF METH OR COCAINE LT 2GM		
5-64-419B(1)A	1	2

	<u>2017</u>	<u>2018</u>
<b>POSSESSION OF METH OR COCAINE PURPOSE TO DELIVER GT 10GM BUT LT 200GM</b>		
5-64-420B(3)	0	2
<b>POSSESSION OF SCH I OR II LT 2GM</b>		
5-64-419B(2)A	1	0
<b>POSSESSION OF SCH IV OR V LT 28GM</b>		
5-64-419B(4)A	2	2
<b>POSSESSION OF SCH VI LT 4OZ</b>		
5-64-419B(5)1	2	2
<b>PUBLIC INTOXICATION - DRINKING IN PUBLIC</b>		
5-71-212	1	0
<b>PUBLIC INTOXICATION / DRINKING IN PUBLIC</b>		
5-71-212	1	1
<b>PURCHASE, POSSESSION OF INTOXICATING LIQUOR BY MINOR</b>		
3-3-203	1	0
<b>RAPE</b>		
5-14-103	0	1
<b>RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL</b>		
5-54-103B(1)	1	0
<b>Right of Roadway</b>		
27-51-301(A)	1	0
<b>RUNAWAY</b>		
90I	0	1
<b>SHOPLIFTING \$1,000 OR LESS</b>		
5-36-116	1	0
<b>SIMULTANEOUS POSSESSION OF DRUGS AND FIREARMS</b>		
5-74-106	1	0
<b>STALKING</b>		
5-71-229	1	0
<b>TAMPER WITH PHYSICAL EVIDENCE- OBSTRUCT PROSECUTION /DEFENSE FELONY</b>		
5-53-111(B)(1)	0	1
<b>THEFT GREATER THAN \$5,000 BUT LESS THAN \$25,000 - FROM BUILDING</b>		
5-36-103(b)(2)(A)	0	1
<b>THEFT \$1,000 OR LESS - ALL OTHERS</b>		
5-36-103(b)(4)(A)	2	0
<b>THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - ALL OTHERS</b>		
5-36-103(b)(3)(A)	1	0
<b>THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM VEHICLE</b>		
5-36-103(b)(3)(A)	2	0
<b>THEFT BY DECEPTION</b>		
5-36-103(a)(2)(b)	0	1
<b>THEFT BY RECEIVING</b>		
5-36-106	0	1
<b>THEFT BY RECEIVING - CREDIT/DEBIT CARDS OR ACCOUNT NUMBER</b>		
5-36-106(e)(3)(b)	0	1
<b>THEFT OF A FIREARM VALUED AT LESS THAN \$2,500</b>		

	<u>2017</u>	<u>2018</u>
5-36-103(b)(3)(B)	1	0
<b>THEFT OF PROPERTY - LOST, MISLAID, DELIVERED BY MISTAKE</b>		
5-36-105	1	0
<b>THEFT OF PROPERTY / ALL OTHER</b>		
5-36-103A(1)	4	1
<b>THEFT OF PROPERTY CREDIT/DEBIT CARDS</b>		
5-36-103(b)(3)(C)	0	1
<b>THEFT OF SERVICES \$1,000 OR LESS</b>		
5-36-104(c)(4)	1	0
<b>THEFT OF VEHICLE VALUED AT \$25,000 OR MORE</b>		
5-36-103(b)(1)(A)	0	1
<b>UNATTENDED DEATH/NATURAL CAUSES</b>		
<b>DEATH</b>	0	1
<b>VIOLATION OF A PROTECTION ORDER- MISDEMEANOR</b>		
5-53-134(b)(1)	1	0
<b>VIOLATION OF IMPLIED CONSENT</b>		
5-65-205	0	1
<b>Totals:</b>	<b>98</b>	<b>90</b>

	<b>Citation</b>	<b>Warning</b>	<b>Warrant</b>	<b>Total</b>
Bertorello - James	2	10	0	12
Brotherton - James	2	12	0	14
Catron - Joshua	7	15	0	22
Collins - Justin	18	13	1	32
Long - Dustin	3	17	0	20
Mahone - Taron	29	13	0	42
Stine - Jacob	23	45	0	68
Talley - Taylor	6	26	0	32
<b><u>Totals</u></b>	<b><u>90</u></b>	<b><u>151</u></b>	<b><u>1</u></b>	<b><u>242</u></b>
<b><u>Averages</u></b>	<b><u>11.25</u></b>	<b><u>18.88</u></b>	<b><u>0.12</u></b>	<b><u>30.25</u></b>

Farmington Police Department Monthly Accident Report Totals

	2005		2006		2007		2008		2009	
January	7	Subtotal	12	Subtotal	8	Subtotal	5	Subtotal	9	Subtotal
February	8	15	13	25	7	15	9	14	9	18
March	13	28	5	30	7	22	12	26	6	24
April	14	42	7	37	17	39	14	40	6	30
May	14	56	10	47	18	57	14	54	15	45
June	11	67	10	57	7	64	9	63	10	55
July	8	75	9	66	15	79	16	79	10	65
August	16	91	11	77	15	94	13	92	9	74
September	12	103	11	88	10	104	12	104	13	87
October	15	118	8	96	15	119	7	111	10	97
November	14	132	13	109	11	130	10	121	6	103
December	12	144	15	124	11	141	12	133	15	118
Yearly Total	144		124		141		133		118	

Farmington Police Department Monthly Accident Report Totals

	2010		2011		2012		2013		2014	
January	6	Subtotal	4	Subtotal	9	Subtotal	5	Subtotal	6	Subtotal
February	5	11	14	18	5	14	9	14	8	14
March	6	17	9	27	7	21	11	25	8	22
April	14	31	12	39	10	31	7	32	10	32
May	13	44	12	51	8	39	7	39	17	49
June	4	48	10	61	8	47	7	46	11	60
July	9	57	11	72	3	50	6	52	7	67
August	13	70	11	83	9	59	11	63	9	76
September	10	80	9	92	8	67	9	72	17	93
October	14	94	4	96	14	81	18	90	12	105
November	13	107	11	107	5	86	6	96	8	113
December	9	116	7	114	7	93	9	105	13	126
Yearly Total	116		114		93		105		126	

Farmington Police Department Monthly Accident Report Totals

	2015		2016		2017		2018		2019	
January	13	Subtotal	8	Subtotal	10	Subtotal	12	Subtotal		Subtotal
February	7	20	4	12	9	19	11	23		0
March	12	32	12	24	11	30	13	36		0
April	10	42	19	43	18	48	16	52		0
May	11	53	18	61	14	62	24	76		0
June	11	64	10	71	19	81	8	84		0
July	12	76	10	81	18	99	12	96		0
August	16	92	20	101	18	117	16	112		0
September	8	100	18	119	12	129	13	125		0
October	16	116	23	142	11	140	18	143		0
November	19	135	14	156	14	154	14	157		0
December	17	152	16	172	13	167	17	174		0
Yearly Total	152		172		167		174		0	





# Permit Report

12/01/2018 - 12/31/2018

Permit Date	Site Address	Permit Type	Type of Building	Description of Work	Contractor	Material & Labor	Total Fees
12/21/2018	10838 Stonecrop	Building	Residential	New House	Highline Construction	296,000	\$1,048.00
12/21/2018	442 Concho	Building	Residential	New House	Riggins Construction	244,000	\$892.00
12/21/2018	497 Valle De Vista	Building	Residential	New House	Riggins Construction	244,000	\$892.00
12/19/2018	11387 Frisco	Mechanical	Residential	HVAC for new house	Comfort Heat and Air	5,900	\$40.00
12/12/2018	12701 Hwy 170	Electric	Residential	Electrical for barn	Eckelhoff Electric	6,000	\$40.00
12/12/2018	443 Hydrangea	Electric	Residential	Electric for pool	Cody Riddle Electrical	3,500	\$30.00
12/12/2018	454 Payton Place	Electric	Residential	Electric for new house	A & L Electric	7,500	\$50.00
12/12/2018	417 Windgate	Electric	Residential	Electric for new house	A & L Electric	7,500	\$50.00
12/11/2018	522 Goose Creek	Plumbing/Gas	Residential	Plumbing for new house	Quality Plumbing	14,000	\$80.00
12/11/2018	295 Kelli	Sign	Commercial	sign for coffee shop	R & O Commercial Construction	0	\$16.00
12/6/2018	507 Concho	Building	Residential	New House	Riggins Construction	244,000	\$892.00
12/6/2018	437 Concho	Building	Residential	New House	Riggins Construction	210,000	\$790.00
12/6/2018	484 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
12/3/2018	443 Hydrangea	Plumbing/Gas	Residential	Plumbing for pool house	My Plumber	6,000	\$40.00
							\$4,895.00

Total Records: 14

1/2/2019

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Library  
Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2018												
Total Circulation	3,657	3,471	3,930	3,945	4,144	4,705	4,640	4,678	4,116	4,615	4,051	3,571
YTD Circulation	3,657	7,128	11,058	15,003	19,147	23,852	28,492	33,170	37,286	41,901	45,952	49,523
Holds Satisfied	684	650	681	661	680	673	765	768	726	832	737	750
YTD Hold Satisfied	684	1,334	2,015	2,676	3,356	4,029	4,794	5,562	6,288	7,120	7,857	8,607
PAC Logins	870	784	969	929	821	795	892	806	712	767	712	772
YTD PAC Logins	870	1,654	2,623	3,552	4,373	5,168	6,060	6,866	7,578	8,345	9,057	9,829
New Cardholders	39	38	11	22	34	62	33	38	36	39	25	35
YTD New Cardholders	39	77	88	110	144	206	239	277	313	352	377	412

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2017												
Total Circulation	4,294	3,602	4,182	4,076	4,186	4,897	4,356	3,669	4,121	4,121	3,658	3,422
YTD Circulation	4,294	7,896	12,078	16,154	20,340	25,237	29,593	33,262	37,383	41,504	45,162	48,584
Holds Satisfied	809	742	767	800	763	803	679	772	734	805	676	621
YTD Hold Satisfied	809	1,551	2,318	3,118	3,881	4,684	5,363	6,135	6,869	7,674	8,350	8,971
PAC Logins	869	758	901	826	840	837	754	806	710	886	799	744
YTD PAC Logins	869	1,627	2,528	3,354	4,194	5,031	5,785	6,591	7,301	8,187	8,986	9,730
New Cardholders	39	26	32	29	26	52	32	34	25	21	22	14
YTD New Cardholders	39	65	97	126	152	204	236	270	295	316	338	352

Library  
Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Early Literacy Station Users	101	114	134	105	112	126	103	130	114	128	96	102
YTD Early Literacy Station Users	101	215	349	454	566	692	795	925	1,039	1,167	1,263	1,365
Users	231	245	235	241	237	256	240	259	284*	253	266	249
YTD Users	231	476	711	952	1,189	1,445	1,685	1,944	2,228	2,481	2,747	2,996
Device Checkout	0	0	1	2	4	6	2	5	2	1	0	0
YTD Device Checkout	0	0	1	3	7	13	15	20	22	23	23	23
2017												
Early Literacy Station Users	95	86	96	93	109	105	123	128	103	110	97	84
YTD Early Literacy Station Users	95	181	277	370	479	584	707	835	938	1,048	1,145	1,229
Users	314	293	301	271	308	224	241	365	334	237	221	264
YTD Users	314	607	908	1,179	1,487	1,711	1,952	2,317	2,651	2,888	3,109	3,373
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	11

\*began using computer software to track public computer use



Library  
Miscellaneous Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>2018</b>												
Color Print Services	28	32	37	34	16	347	23	28	5	9	8	18
YTD Color Print Services	28	60	97	131	147	494	517	545	550	559	567	585
Copy/Print Services	929	1,420	1,412	2,029	1,389	1,206	1,374	1,670	1,509	1,578	1,433	1,197
YTD Copy/Print Services	929	2,349	3,761	5,790	7,179	8,385	9,759	11,429	12,938	14,516	15,949	17,146
Fax Services	90	71	74	142	94	68	75	128	100	93	77	45
YTD Fax Services	90	161	235	377	471	539	614	742	842	935	1,012	1,057
Notary Services	2	1	2	1	3	8	7	7	3	5	9	17
YTD Notary Services	2	3	5	6	9	17	24	31	34	39	48	65
Reference Transactions	221	248	346	275	213	273	352	379	239	329	220	235
YTD Reference Transactions	221	469	815	1,090	1,303	1,576	1,928	2,307	2,546	2,875	3,095	3,330
Scanning Services	20	14	39	41	15	17	15	65	83	59	24	27
YTD Scanning Services	20	34	73	114	129	146	161	226	309	368	392	419
Staff Supervised Volunteer Hours	35	33	27	14	9	38	21	5	19	37	12	21
YTD Staff Supervised Volunteer Hours	35	68	95	109	118	156	177	182	201	238	250	271
Test Proctor	0	0	0	0	0	1	1	1	0	0	0	0
YTD Test Proctor	0	0	0	0	0	1	2	3	3	3	3	3
<b>2017</b>												
Color Print Services	53	31	24	20	110	40	59	49	14	21	56	36
YTD Color Print Services	53	84	108	128	238	278	337	386	400	421	477	513
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	1,798
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	17,946
Fax Services	38	35	39	51	87	78	55	72	103	108	69	77
YTD Fax Services	38	73	112	163	250	328	383	455	558	666	735	812
Notary Services	9	0	10	17	5	10	4	6	5	10	0	0
YTD Notary Services	9	9	19	36	41	51	55	61	66	76	76	76
Reference Transactions	189	188	235	241	204	224	241	291	240	195	122	179
YTD Reference Transactions	189	377	612	853	1,057	1,281	1,522	1,813	2,053	2,248	2,370	2,549
Scanning Services	18	14	15	28	18	22	10	21	24	23	25	33
YTD Scanning Services	18	32	47	75	93	115	125	146	170	193	218	251
Staff Supervised Volunteer Hours	46	53	45	68	17	13	11	21	21	34	13	2
YTD Staff Supervised Volunteer Hours	46	99	144	212	229	242	253	274	295	329	342	344
Test Proctor	0	0	0	0	0	1	1	0	2	3	0	3
YTD Test Proctor	0	0	0	0	0	1	2	2	4	7	7	10

Library  
Programs and Meetings

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Book Club		8	10	9	9	10	9	8	14	13	10	8
Community Story Time		51	57	56		131	102	55	64	47	30	
Craft Fridays						104	8					
Fall Festival Crafts									145			
Christmas Parade Crafts												244
Japanese language Study Group											1	
Kids Book Club/Tween STEM Club	3	16	14	7		40			8	7	7	6
Kindergarten Story Time		111	226	187		72			164	166	167	133
LEGO® Club									3	13	5	8
Meeting Room Use		7		7	7	11	5	2	12	15	27	6
Nonfiction Book Club			1	1	1	2	2	2	3	3	2	
Painting Class						18						
Summer Reading Club Parties						100	30					
Summer Reading Club Programs						169	86					
Technology Instruction Session	1	5	3	3	3	3	3	3	2	2	0	2
Theater Performance by YAG		34										
Trick or Trick and Craft										50		
After School Tutor Group											5	
Total Monthly Program Attendance	4	232	329	263	53	591	240	13	391	319	239	431
Number of Juvenile Programs	1	8	9	8	1	19	12	0	10	9	9	8
Number of Young Adult Programs		0	0	0	0	0	0	0	0	0	0	0
Number of Adult Programs	1	2	5	2	2	2	2	2	2	2	2	1
Number of Non-library Meeting Room Events		1		1	1	1	1	1	2	2	2	1

Library  
Daily Visitors

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Visits	2,170	2,183	2,584	2,384	2,358	n/a	2,963	2,500	2,711	2,920	2,281	2,440
YTD Visits	2,170	4,353	6,937	9,321	11,679	11,679	14,642	17,142	19,853	22,773	25,054	27,494
2017												
Visits	2,431	2,526	2,616	2,553	2,381	3,078	2,659	2,617	2,491	2,827	2,244	2,307
YTD Visits	2,431	4,957	7,573	10,126	12,507	15,585	18,244	20,861	23,352	26,179	28,423	30,730



# 2018 Annual Report

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## LETTER FROM THE LIBRARIAN

Dear Friend of the Library,

2018 was a spectacular year and we could not have done it without your support. We increased our children's program offerings, added a second book discussion group, and upgraded our public access computing services. We spent the year listening to our patrons and striving to incorporate the community's needs into future programs and services. We remain determined to help our community thrive by providing you with the answers and resources you seek.

The Farmington Public Library is a community center bringing together a diverse group of patrons of all ages. We are more than just a place to browse for books. We are an office for the new small business owner, a meeting place for students to study, and an entertainment venue of discovery for the family with young children. It should be no surprise that after five years in our home across from the post office and over a decade of serving the community, we are looking toward the future.

Many things are in store for 2019—more eBooks and audiobooks will be added to the Overdrive App than ever before, expanded Summer Reading programming to include teen offerings, added STEAM programming for preschool and early elementary age children, and renovation and construction to reconfigure and add new, better functioning spaces.

Thank you for your continued trust and support. We rely on advocates like you to keep us growing, improving, and mattering in the lives of all the people we serve.

Rachel Sawyer  
Librarian



# 2018 Annual Report

## SERVICE SUMMARY

Visitors made about 30,000 trips to the library in 2018. Over 4,000 patrons have active library cards and access to a physical collection of approximately 20,000 items with more available through other Washington County libraries including eBooks and audiobooks on Arkansas Library2Go.

### Children's Services

In 2018, Children's Services continued its successful programs and special events while building lasting partnerships. 94 programs reached 2,885 children and caregivers, a 70% increase from 2017. Story times are the cornerstone of children's services and in 2018 the library began offering them year-round. The Summer Reading Club had the highest number of sign ups to date, with 210 children collecting over 1,500 hourly reading prizes.

### Adult & Volunteer Services

Two book discussion groups met monthly at the library, including a new nonfiction book club. In March, the library once again offered well attended painting classes. Over 270 hours of volunteer time was logged by 19 volunteers. Volunteers donate their time to the library by helping with shelving, displays, programs, and special projects.

### Other Services

In addition to offering one-on-one technology instruction, the library also offers copy/print and document scanning services to its customers. Since adding document scanning services in 2016, the demand for the service has continued to increase. In 2018, staff assisted patrons with 419 scans.

<b>LIBRARY USAGE</b>	<b>2017</b>	<b>2018</b>
Items Borrowed	48,584	49,523
New Library Cards Issued	352	412
Early Literacy Station Sessions	1,229	1,365
Reference Questions Answered	2,549	3,330
Number of Programs for Children	45	94
Children's Program Attendance	1,700	2,885
Number of Programs for Adults	18	25
Adult Program Attendance	179	156
Volunteer Hours	344	271



# 2018 Annual Report

## ABOUT US

### Board of Trustees

Betty Hummel  
Linda Morrow  
LaDeana Mullinix  
Anita Sampley  
Nadine Sewak  
Phyllis Shaw  
Jill Simpson  
Jane Vest

### County Library Board

#### Representative

Jane Vest  
Travis Warren

#### Staff

Kevin Kyger  
Joy Poynor  
Chris Rubin  
Derek Salmonson  
Rachel Sawyer

### Friends of the Library

Retha Beal  
Diana Benson  
Jim Binns  
Diane Bryant

LaVerne Cooper  
Edna Davis  
Doris Dehne  
Sue Farrer  
Perry Franklin  
Shirley Franklin  
John Holland

Judy Horne  
Tanya Huckabee  
Betty Hummel  
Felicia McCollum  
Mick McFarland  
Ginger Mathis  
Jeri Ann Olson  
Patsy Pike  
Rae Dunn  
Nadine Sewak  
Phyllis Shaw  
Sharon Short

Andrew Spranza  
Vicki Spranza  
Larry Ray Tackett  
Karen Takemoto  
Nora Taylor  
Shawna Thorup  
Lillie Anna Us

Jane Vest  
Betty Williams  
Rehea Youde

### Donors

Shirley and Perry Franklin  
Budgie Harris

### Volunteer Presenters and Partnering Organizations

Arkansas Game and Fish  
Boston Mountain Recycling  
Dr. Katherine Auld  
Farmington Fire Dept.  
Farmington Garden Club  
FHS Cardinal Crew  
Inside Out  
KNWA's Dan Skoff  
Ray Murphy  
U of A Music Department

### Summer Reading Grants and Sponsors

Amazeum  
Dollar General  
Farmington Dental  
Fast Lane Entertainment  
Freddy's

Hardee's  
Lokomotion  
Naturals Baseball  
Sonic  
Target  
Walmart

### Volunteers

Susan Demoss  
Hannah Dimmitt  
Joelle Gish  
Charles Harper  
Kyle Harris  
Kiyara Harvey  
Hannah Hodges  
Josie Holland  
Joshua Jowers  
Gracee Martin  
Makayla Molnar  
Linda Morrow  
Nhi Pham  
Katelyn Rateliff  
Jaynae Ruiz  
Violet Shows  
Hunter Stratton  
Dylan Walthers  
Kaylee White

### In Memory

Jane Vest, board member and longtime Friend of the Farmington Library, passed away in 2018. Jane was also a book club member and spent many a Friday volunteering at the library. A dedication of the children's room in memory of Jane is being planned for 2019. Delta McAdoo and Janie Steele also passed away in 2018. Delta was an avid reader with many adoring neighbors in Farmington. After Delta stopped driving in 2013, staff delivered books to her often. In addition to being a local historian, Janie was a friend to the Farmington community and a city council member for many years. She was one of the best sources for information about our city's history.



# Strategic Goals 2015-2020

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## FACILITIES AND SPACES

Make available safe, modern, and useful spaces that meet changing user needs.

*Year 1: Build on an environment that provides the technologies to facilitate learning. Advance digital offerings by providing computing devices that meet a variety of needs.*

*Year 2: Plan for expansion to meet population growth.*

*Begin providing functional outdoor spaces by utilizing the almost two acres the library sits on.*

*Year 5: By 2020, expand to allow for effective program delivery and increased services. Expansion to have an emphasis on meeting room and special use space to include a multi-purpose room, study rooms, and computer training lab/media space.*

## ACCESS AND LEARNING

Promote literacy and lifelong learning in the community by increasing the number of library users. Continue to focus on digital literacy and provide programming that promotes financial and family success as well as health and wellness.

*Year 1: Increase the variety of program offerings and number of programs/events available to library users.*

*Year 2: Continue creating sustainable programming that will be appreciated for years to come. Provide users with print and digital materials that allow them to meet their educational goals.*

*Year 5: By 2020, increase staff to implement successful and sustainable program offerings at the library and through outreach to Farmington education institutions and organizations.*

## CULTURE AND INCLUSION

Build strong relationships with community leaders and educators to plan new ways to serve the needs of every community member.

*Year 1: Strengthen partnerships with community-based organizations and government agencies.*

*Year 2: Devise plan for providing cultural programming like outdoor concerts and theatre performances.*

*Year 5: By 2020, establish the library as a champion for Northwest Arkansas's growing creative community. Continue to improve services to all library users through opportunities for residents to be creative and socialize in a safe, comfortable space.*