

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

#### CITY COUNCIL AGENDA

February 14, 2022

A regular meeting of the Farmington City Council will be held on Monday, February 14, 2022, 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 January 13, 2021, 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/council appointments.
  - a. Reappoint Planning Commissioners –Gerry Harris (5 yrs.), Jay Moore (3 yrs.), Judy Horne (3 yrs.), and Howard Carter (2 yrs.)
- 9. Committee Reports
  - b. Street Committee
  - c. Community Development Committee
  - d. Park & Recreation Committee
- 10. Items to be removed from City of Farmington Inventory SEE MEMO

#### **PUBLIC HEARING**

11. Public hearing to discuss vacation of easement southwest of North Holland drive and Serviceberry.

#### **NEW BUSINESS**

- 12. Ordinance No. 2022-04 Public hearing to discuss the request to vacate the unused easement southwest of North Holland drive and Serviceberry, Farmington, AR and for other purposes.
- 13. Ordinance No. 2022-05 An ordinance to amend Ordinance No. 98-8.1(c), §2 to revise sidewalk specifications as recommended by the Farmington Planning Commission.
- 14. Ordinance No. 2022-06 An ordinance rezoning request from R-1 to C-2
- 15. Award contract to Burns McDonnell for engineering services in the amount of \$61,560 for trail design.
- 16. Resolution 2022-05 A resolution expressing the willingness of the City of Farmington to utilize state aid street monies to be used for Southwinds Road and Jim Brooks Road in 2022.
- 17. Resolution 2022-06 A resolution waiving requirements of competitive bidding for the purchase of T66 T4 Bobcat Compact Tract Loader with associated attachments in the amount of \$89,819.40 for City of Farmington Public Works Department pursuant to A.C.A. §14-58-303(b)(2)(B).

#### **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. Sports & Recreation Report
- H. Planning Commission Minutes
- I. Ozark Regional Transit

# **MINUTES**

#### Minutes of the Regular Farmington City Council Meeting January 10<sup>th</sup>, 2022

Due to the Covid 19 pandemic, a state of emergency was declared by Arkansas Governor Asa Hutchinson, in order to comply to social distancing requirements this meeting was also held virtually using the Zoom Meeting system. Mayor Penn, City Clerk Penn, City Business Manager McCarville, City Attorney Tennant were physically at City Hall. The regular meeting of the City Council scheduled for Monday, January 10th, 2021 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: Sherry Mathews, Hunter Carnahan, Keith Lipford (Zoom) Linda Bell, Brenda Cunningham, Bobby Morgan (Zoom), Diane Bryant and Shelly Parsley.

#### **Comments from Citizens**

Mayor Penn asked if there was anyone in the council chambers who wished to speak, there were none. He then opened public comment to Zoom participants.

Diamond Olivas -125 North Double Springs Road – I live next door to the new sub division, Goose Creek Village, my property is right next to it, I am north of the subdivision - connection was then lost for Mr. Olivas.

Carrie and Josh Siria – we live next to Diamond and his wife at 135 North Double Springs Road, what he wanted to address tonight is trash that's blowing from the new subdivisions being built that is blowing into our yards.

Mayor Penn said that has been an issue in the past and they will make sure to get that addressed.

Approval of the minutes for the December 12th, 2021 Regular Meeting. On the motion of Council Member Bryant and a second by Council Member Carnahan and by the consent of all Council Members present after a roll call vote, the minutes were approved as presented by a vote of 8-0.

Financial Reports – Mayor Penn presented the financial reports.

Entertain a motion to read all Ordinances and Resolutions by title only. On the motion of Council Member Carnahan and a second by Council Member Cunningham 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.

<u>Proclamations, Special Announcements, Committee/Commission Appointments. Committee</u> <u>Reports</u> - Approval of Anita Sampley to the Library Board.

On the motion of Council Member Bryant and a second by Council Member Parsley and by the consent of all Council Members present after a roll call vote, the motion to approve Anita Sampley's appointment to a five year term on the Library Board was approved 8-0.

#### Committee Reports -

Street Committee - Report submitted in the January Agenda packet.

Community Development Committee - None.

Parks & Recreation Committee - None.

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

Old Business - None.

#### **New Business**

## Resolution No. 2022-01 A resolution establishing the procedural rules for the city council of the City of Farmington, Arkansas for 2022.

A motion was made by Council Member Bryant and a second by Council Member Bell to table Resolution No. 2022-01 and continue to operate under the policies and procedures from 2021 until the February 14<sup>th</sup>, 2022 meeting. The motion failed by a vote of 2-6, Council Members Mathews, Carnahan, Lipford, Cunningham, Morgan and Parsley voted no and Council Members Bell and Bryant voting yes after a roll call vote.

On the motion of Council Member Cunningham and a second by Council Member Parsley and by the consent of the following Council Members present after a roll call vote, Resolution 2022-01 was approved by a vote of 7-1, with Council Member Bryant voting no.

# Ordinance No. 2022-01 An Ordinance rezoning 12245 W. Hwy 62 #760-03871-000, from R-1 Residential to R-O Residential Office Lot 128 Twin Falls Addition Phase III, as requested by Coyle Enterprises/Jerry Coyle.

Land Owner Jerry Coyle spoke to the council and said he thought the land was zoned commercial when he bought it. He will adhere to all the Twin Falls covenants for construction.

Mayor Penn called for public comment on Zoom.

Planning Commissioner Judy Horne said that was the safest rezoning for the people who live in the Twin Falls Neighborhood.

There were no public comments in the council chambers.

Council Member Bell made a motion to pass 2022-01 to rezone the property from R1 to RO it was seconded by Council Member Bryant and after a roll call vote, the motion was approved 8-0. City Attorney Tennant read Ordinance 2022-01 by title only. Mayor Penn asked Shall the ordinance pass? After a roll call vote the motion passed 8-0.

## Ordinance No. 2022-02 An Ordinance Extending Moratorium on any new multifamily zoning request for six months.

Mayor Penn called for public comments on zoom or in council chambers, there were none. Council Member Carnahan made a motion to adopt resolution, ordinance, ordinance 2022-02, an ordinance extending the moratorium on any new multifamily rezoning request for six months, it was seconded by Council Member Bryant and after a roll call vote, the motion was approved 8-0. City Attorney Tennant read Ordinance 2022-02 by title only. Mayor Penn asked Shall the ordinance pass? After a roll call vote the motion passed 8-0. A motion to pass Ordinance 2022-02 with an Emergency Clause was made by Council Member Bryant and seconded by Council Member Parsley, after a roll call vote the motion passed 8-0.

## Resolution No. 2022-02 A resolution setting a public hearing to discuss the easement vacation southwest of Holland & Serviceberry, Farmington, AR.

Mayor Penn called for public comments on zoom or in council chambers, there were none. On the motion of Council Member Bell and a second by Council Member Bryant and by the consent of all Council Members present after a roll call vote, Resolution 2022-02 was approved by a vote of 8-0.

Resolution No. 2022-03 A resolution for adoption of the amended budget for the City of Farmington, Arkansas for the 12 months beginning January1, 2021 and ending December 31, 2021; appropriating money for each item, and for other purposes.

Mayor Penn called for public comments on zoom or in council chambers, there were none. On the motion of Council Member Cunningham and a second by Council Member Bell and by the consent of all Council Members present after a roll call vote, Resolution 2022-03 was approved by a vote of 8-0.

Resolution No. 2022-04 A resolution in support to apply for, accept, and amend the budget if funded for staffing for Adequate Fire and Emergency response (SAFER), through FEMA, to fund three firefighter positions.

Mayor Penn called for public comments on zoom or in council chambers, there were none. On the motion of Council Member Carnahan and a second by Council Member Bryant and by the consent of all Council Members present after a roll call vote, Resolution 2022-04 was approved by a vote of 8-0.

Mayor Penn recognized Chief Brian Hubbard for 15 years of service as Chief of Police and thanked him for his service.

### Ordinance No. 2022-03 An Ordinance to require reinforced concrete pipe for residential and commercial storm drainage construction in the city of Farmington.

After a brief discussion by the council, Mayor Penn called for public comments on zoom or in council chambers, there were none. Council Member Bell made a motion to pass Ordinance 2022-03 requiring reenforced concrete pipe for storm drainage construction, it was seconded by Council Member Carnahan and after a roll call vote, the motion was approved 8-0. City Attorney Tennant read Ordinance 2022-03 by title only. Mayor Penn asked Shall the ordinance pass? After a roll call vote the motion passed 8-0. A motion to pass Ordinance 2022-03 with an Emergency Clause was made by Council Member Bryant and seconded by Council Member Cunningham, after a roll call vote the motion passed 8-0.

Mayor Penn read his State of the City Address and announced he will be running for reelection.

There being no further business to come before the council and on the motion of Council Member Bryant and seconded by Council Member Carnahan and by the consent of all members present, the meeting adjourned at 6:58 pm until the next regularly scheduled meeting to be held Monday, February 14th, 2022 in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

	Approved;
	Mayor Ernie Penn
Attest;	
City Clerk Kelly Penn	

# Financial

			\$25,781.00	\$149,600.30	(varine)
			eon 704 00	24 40 600 30	Actual 2022 (thru
108,364.04	Increase YTD 2022 \$		\$2,100,000.00	\$1,444,984.82	Budget 2022
	Total Sales Tax		City Sales Tax	County Wide Sales Tax	Total Actual Income vs 2022 Budgeted Income
31,177.36	Tax \$	\$ 77,186.68	Sales Tax		
	Increase for 2022 over 2021 YTD - State Sales		Increase for 2022 over 2021 YTD - City	oarison	YTD comparison
	\$ 108,364.04	Increase (Decrease)		10	2022
31,177.36	<del>to</del>		\$ 77,186.68	nuary 2021/January	Monthly Comparison -January 2021/January
	\$ 141,427.84			\$ 233,116.01	DECEMBER
	\$ 145,564.50			\$ 247,429.21	NOVEMBER
	\$ 146,632.25			\$ 225,821.18	
	\$ 136,498.27			\$ 239,117.11	SEPTEMBER
	\$ 130,850.39			\$ 207,265.88	AUGUST
	\$ 133,013.22			\$ 203,173.25	ויי
				\$ 195,552.42	
	\$ 145,997.63			\$ 212,317.86	MAY
	\$ 103,435.79			\$ 159,711.77	APRIL
	\$ 116,243.77			\$ 173,156.53	MARCH
	\$ 132,077.29			\$ 191,113.19	Y
149,600.30	\$ 118,422.94 \$		\$ 253,791.83	\$ 176,605.15	JANUARY
2022	2021		2022	2021	
STATE SALES TAX	STATE SALES TAX		CITY SALES TAX	CITY SALES TAX	HTNOM

Staten	iciic oi ixcvciii	ie and Expen	uitai C5	
	rear-To-Date	Annual Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
evenue & Expenditures				
GENERAL REVENUES				
Revenue				
ACCIDENT REPORT REVENUES	120.60	1,500.00	8.04%	
ACT 833	0.00	20,000.00	0.00%	
ALCOHOL SALES TAX	500.25	4,000.00	12.51%	
ANIMAL CONTROL REVENUES	35.00	2,500.00	1.40%	
BUILDING INSPECTION FEES	58,295.85	175,000.00	33.31%	
BUSINESS LICENSES	1,940.25	6,000.00	32.34%	
CITY COURT FINES	9,595.85	120,000.00	8.00%	
CITY SALES TAX REVENUES	253,791.83	2,100,000.00	12.09%	
COUNTY TURNBACK	43,681.68	475,000.00	9.20%	
DEVELOPMENT FEES	3,215.15	20,000.00	16.08%	
FRANCHISE FEES	56,024.45	375,000.00	14.94%	
GARAGE SALE PERMITS	0.00	2,000.00	0.00%	
INTEREST REVENUES	0.00	20,000.00	0.00%	
MISCELLANEOUS REVENUES	4,047.46	0.00	0.00%	
Off Duty Police Reimbursement	716.60	4,000.00	17.92%	
PARK RENTAL	0.00	5,000.00	0.00%	
PAYMENT IN LIEU OF	0.00	125,000.00	0.00%	
SALES TAX - OTHER	149,600.30	1,444,984.82	10.35%	
SPORTS COMPLEX FEES	0.00	35,000.00	0.00%	
SRO REIMBURSEMENT REVENUES	0.00	100,000.00	0.00%	
STATE TURNBACK	14,882.64	95,000.00	15.67%	
Revenue	\$596,447.91	\$5,129,984.82		

	year-To-Date	Annual Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
ADMINISTRATIVE DEPT				
Expenses				
ADDITIONAL SERVICES EXPENSE	44,663.42	190,000.00	23.51%	
ADVERTISING EXPENSE	40.00	6,000.00	0.67%	
<b>BUILDING MAINT &amp; CLEANING</b>	2,080.10	35,000.00	5.94%	
CREDIT CARD FEE EXPENSE	0.00	1,000.00	0.00%	
ELECTION EXPENSES	0.00	5,000.00	0.00%	
ENGINEERING FEES	7,163.61	200,000.00	3.58%	
INSURANCES EXPENSE	0.00	75,000.00	0.00%	
LEGAL FEES	0.00	10,000.00	0.00%	
MATERIALS & SUPPLIES EXPENSE	823.47	17,000.00	4.84%	
MISCELLANEOUS EXPENSE	0.00	2,000.00	0.00%	
NEW EQUIPMENT PURCHASE	0.00	25,000.00	0.00%	
PAYROLL EXP - CITY ATTRNY	5,435.80	65,000.00	8.36%	
PAYROLL EXP - ELECTED OFFICIAL	11,315.13	132,000.00	8.57%	
PAYROLL EXP - REGULAR	18,907.45	243,000.00	7.78%	
PLANNING COMMISSION	1,458.40	21,000.00	6.94%	
POSTAGE EXPENSE	37.57	2,000.00	1.88%	
PROFESSIONAL SERVICES	0.00	10,000.00	0.00%	
REPAIR & MAINT - BUILDING	0.00	2,500.00	0.00%	
REPAIR & MAINT - OFFICE EQUIP	406.93	4,000.00	10.17%	
SERVICE CHARGES	0.00	1,000.00	0.00%	
TECHNICAL SUPPORT	4,613.59	40,000.00	11.53%	
TELECOMMUNICATION EXPENSES	991.81	12,000.00	8.27%	
TRAVEL, TRAINING & MEETINGS	1,150.00	20,000.00	5.75%	
UTILITIES EXPENSES	3,513.02	70,000.00	5.02%	
Expenses	\$102,600.30	\$1,188,500.00		

	rear-10-Date	Annuai Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
ANIMAL CONTROL DEPT				
Expenses				
FUEL EXPENSES	166.82	2,000.00	8.34%	
MATERIALS & SUPPLIES EXPENSE	0.00	1,100.00	0.00%	
PAYROLL EXP - REGULAR	5,363.42	67,000.00	8.01%	
PROFESSIONAL SERVICES	1,050.00	15,000.00	7.00%	
REPAIR & MAINT - AUTOMOBILES	39.55	1,500.00	2.64%	
REPAIR & MAINT - EQUIPMENT	0.00	500.00	0.00%	
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%	
UNIFORMS/GEAR EXPENSE	0.00	500.00	0.00%	
Expenses	\$6,619.79	\$88,100.00		

	year-10-Date	Annual Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
BUILDING PERMIT DEPT				
Expenses				
FUEL EXPENSES	332.10	6,000.00	5.54%	
PAYROLL EXP - REGULAR	11,595.44	159,800.00	7.26%	
REPAIR & MAINT - AUTOMOBILES	0.00	2,000.00	0.00%	
TRAVEL, TRAINING & MEETINGS	88.50	5,000.00	1.77%	
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%	
Expenses	\$12,016.04	\$173,800.00		

	Year-To-Date	Annual Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
FIRE DEPT				
Expenses				
ADVERTISING EXPENSE	0.00	1,000.00	0.00%	
FUEL EXPENSES	1,195.77	7,800.00	15.33%	
HAZMAT EXPENSES	2,270.12	2,400.00	94.59%	
MATERIALS & SUPPLIES EXPENSE	258.71	9,500.00	2.72%	
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%	
NEW EQUIPMENT PURCHASE	0.00	65,000.00	0.00%	
PAYROLL EXP - REGULAR	76,855.45	880,350.00	8.73%	
PROFESSIONAL SERVICES	730.50	5,000.00	14.61%	
REPAIR & MAINT - BUILDING	83,378.66	18,200.00	458.12%	
REPAIR & MAINT - EQUIPMENT	1,432.12	10,000.00	14.32%	
REPAIR & MAINT - TRUCK	0.00	10,500.00	0.00%	
TRAVEL, TRAINING & MEETINGS	102.00	18,000.00	0.57%	
UNIFORMS/GEAR EXPENSE	5,662.00	15,700.00	36.06%	
Expenses	\$171,885,33	\$1,043,950,00		

	year-To-Date	Annual Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
LAW ENFORCE - COURT				
Expenses				
MATERIALS & SUPPLIES EXPENSE	67.33	3,000.00	2.24%	
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%	
NEW EQUIPMENT PURCHASE	0.00	3,000.00	0.00%	
PAYROLL EXP - REGULAR	6,215.70	89,726.99	6.93%	
POSTAGE EXPENSE	0.00	1,800.00	0.00%	
PROSECUTING ATTORNEY	1,500.00	18,000.00	8.33%	
REPAIR & MAINT - OFFICE EQUIP	0.00	500.00	0.00%	
SPECIAL COURT COSTS	0.00	7,500.00	0.00%	
TRAVEL, TRAINING & MEETINGS	150.00	6,000.00	2.50%	
Expenses	\$7,933.03	\$129,926.99		

	Year-To-Date	Annual Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
LAW ENFORCE - POLICE				
Expenses				
ADVERTISING EXPENSE	0.00	100.00	0.00%	
BREATHALYZER EXPENSES	49.13	700.00	7.02%	
DRUG TASK FORCE	0.00	2,000.00	0.00%	
FUEL EXPENSES	3,680.28	65,000.00	5.66%	
MATERIALS & SUPPLIES EXPENSE	306.01	60,000.00	0.51%	
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%	
NEW EQUIPMENT PURCHASE	0.00	81,000.00	0.00%	
Off Duty Police Pay	0.00	4,000.00	0.00%	
PAYROLL EXP - REGULAR	125,206.53	1,552,930.00	8.06%	
PAYROLL EXP - SRO	13,242.75	160,930.00	8.23%	
REPAIR & MAINT - AUTOMOBILES	814.83	25,000.00	3.26%	
REPAIR & MAINT - EQUIPMENT	0.00	3,000.00	0.00%	
TRAVEL, TRAINING & MEETINGS	625.00	7,000.00	8.93%	
UNIFORMS/GEAR EXPENSE	447.76	15,000.00	2.99%	
Expenses	\$144,372.29	\$1,977,160.00		

9:10 AM

#### **GENERAL FUND**

	Year-10-Date	Annual Budget	Jan 2022
	Jan 2022		Dec 2022
	Jan 2022	Dec 2022	Percent of
	Actual		Budget
.IBRARY			
Expenses			
LIBRARY TRANSFER	0.00	57,000.00	0.00%
E	xpenses \$0.00	\$57,000.00	

	Year-To-Date	Annual Budget	Jan 2022	
	Jan 2022	Jan 2022	Dec 2022	
	Jan 2022	Dec 2022	Percent of	
	Actual		Budget	
PARKS DEPT				
Expenses				
CAPITAL IMPROVEMENT	0.00	125,000.00	0.00%	
ENGINEERING FEES	0.00	25,000.00	0.00%	
MATERIALS & SUPPLIES EXPENSE	0.00	10,000.00	0.00%	
NEW EQUIPMENT PURCHASE	0.00	20,000.00	0.00%	
PAYROLL EXP - REGULAR	13,129.32	182,297.83	7.20%	
PROFESSIONAL SERVICES	0.00	2,500.00	0.00%	
REPAIR & MAINT - EQUIPMENT	94.34	3,000.00	3.14%	
SPORTS PARK MATERIALS	4,824.36	25,000.00	19.30%	
SPORTS PARK NEW EQUIP	0.00	10,000.00	0.00%	
SPORTS PARK PROF SERV	23,573.22	45,000.00	52.38%	
SPORTS PARK REPAIR/MAINT	0.00	2,500.00	0.00%	
SPORTS PARK UNIFORMS	0.00	250.00	0.00%	
SPORTS PARK UTILITIES	513.20	15,000.00	3.42%	
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%	
UTILITIES EXPENSES	383.73	5,000.00	7.67%	
Expenses	\$42,518.17	\$471,547.83		

# LIBRARY FUND Statement of Revenue and Expenditures

	Current Period Jan 2022 Jan 2022 Actual	Annual Budget Jan 2022 Dec 2022	Jan 2022 Dec 2022 Percent of Budget	
Revenue & Expenditures				
Revenue				
Donations	500.00	0.00	0.00%	
FINES/LOST ITEMS	192.37	2,000.00	9.62%	
TRANS FROM GENERAL FUND		57,000.00	0.00%	
WASHINGTON CO LIBRARY	32,749.00	216,994.00	15.09%	
Revenue E	\$33,441.37	\$275,994.00		
Expenses				
ADVERTISING EXPENSE		1,000.00	0.00%	
BOOKS AND MEDIA	170.73	32,000.00	0.53%	
<b>BUILDING MAINT &amp; CLEANING</b>		4,800.00	0.00%	
GRANT EXPENSE	3,054.24	0.00	0.00%	
MATERIALS & SUPPLIES EXPENSE	650.62	14,694.00	4.43%	
MISCELLANEOUS EXPENSE		500.00	0.00%	
NEW EQUIPMENT PURCHASE		7,000.00	0.00%	
PAYROLL EXP - REGULAR	14,618.36	200,700.00	7.28%	
POSTAGE EXPENSE		300.00	0.00%	
PROGRAMS EXPENSE		4,000.00	0.00%	
REPAIR & MAINT - BUILDING	42.00	0.00	0.00%	
TECHNICAL SUPPORT	30.00	7,000.00	0.43%	
TRAVEL, TRAINING & MEETINGS	150.00	1,000.00	15.00%	
UTILITIES EXPENSES	208.24	3,000.00	6.94%	
Expenses	\$18,924.19	\$275,994.00		

# LIBRARY FUND Statement of Revenue and Expenditures

	Current Period Jan 2022 Jan 2022 Actual	Annual Budget Jan 2022 Dec 2022	Jan 2022 Dec 2022 Percent of Budget	
Revenue & Expenditures				
Revenue				
Donations	500.00	0.00	0.00%	
FINES/LOST ITEMS	192.37	2,000.00	9.62%	
TRANS FROM GENERAL FUND		57,000.00	0.00%	
WASHINGTON CO LIBRARY	32,749.00	216,994.00	15.09%	
Revenue <sup>5</sup>	\$33,441.37	\$275,994.00		
Expenses				
ADVERTISING EXPENSE		1,000.00	0.00%	
BOOKS AND MEDIA	170.73	32,000.00	0.53%	
<b>BUILDING MAINT &amp; CLEANING</b>		4,800.00	0.00%	
GRANT EXPENSE	3,054.24	0.00	0.00%	
MATERIALS & SUPPLIES EXPENSE	650.62	14,694.00	4.43%	
MISCELLANEOUS EXPENSE		500.00	0.00%	
NEW EQUIPMENT PURCHASE		7,000.00	0.00%	
PAYROLL EXP - REGULAR	14,618.36	200,700.00	7.28%	
POSTAGE EXPENSE		300.00	0.00%	
PROGRAMS EXPENSE		4,000.00	0.00%	
REPAIR & MAINT - BUILDING	42.00	0.00	0.00%	
TECHNICAL SUPPORT	30.00	7,000.00	0.43%	
TRAVEL, TRAINING & MEETINGS	150.00	1,000.00	15.00%	
UTILITIES EXPENSES	208.24	3,000.00	6.94%	
Expenses	\$18,924.19	\$275,994.00		



#### **Online Printable Version**

Note: Changes on this screen are not actionable and will not be saved.

Account Portfolio as of Wednesday, 02/09/2022 07:44:47 AM

Account	Display
Display By Account Type	O Sort By Account Number
O Display By Asset/Liability	Sort By Account Name

#### **Checking Accounts**

Account Name	Account Number	Today's Beginning Balance	Available Balance	Collected Balance	Relationship Balance
Adminstration of Justice		\$4,805.00	\$4,805.00	\$4,805.00	\$0.00
ARPA Fund	EX SI	\$645,937.62	\$645,937.62	\$645,937.62	\$0.00
Catastrophic		\$137,697.15	\$137,697.15	\$137,697.15	\$0.00
Court Automation		\$45,236.21	\$45,236.21	\$45,236 <b>.2</b> 1	\$0.00
Court Fines	9	\$24,636.39	\$25,061.39	\$25,061.39	\$0.00
Debt Service		\$25,412.63	\$25,412.63	\$25,412.63	\$0.00
General Fund Checking	140)	\$1,450,261.47	\$1,444,502.83	\$1,444,502.83	\$0.00
Library Fund		\$91,073.25	\$91,073.25	\$91,073.25	\$0.00
Money Market		\$1,849,756.50	\$1,849,756.50	\$1,849,756.50	\$0.00
Payroll Account	¥	\$122,474.40	\$36,695.73	\$36,695.73	\$0.00
Restitution Account		\$361,250.07	\$361,250.07	\$361,250.07	\$0.00
Street Fund		\$648,772.76	\$647,485.73	\$647,485.73	\$0.00
Totals		\$5,407,313.45	\$5,314,914.11	\$5,314,914.11	

This page printed on 02/09/2022 07:45:09 AM





Statement Date

12/31/21

Account Number

Page 1 of 1

0 CYCLE-019



\*\*\*\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 72761 26675 0.4550 AV 0.426 72 1 64 CITY OF FARMINGTON **PO BOX 150** FARMINGTON AR 72730-0150





Searcy, AR 72145

#### Monthly Statement Summary

#### **CHECKING ACCOUNT**

**NEG RATE MM INV PF** 

ACCOUNT NUMBER

PREVIOUS STATEMENT BALANCE AS OF 11/30/21

1 DEPOSITS AND OTHER CREDITS **PLUS** 

**0 CHECKS AND OTHER DEBITS LESS** 

**CURRENT STATEMENT BALANCE AS OF 12/31/21** 

NUMBER OF DAYS IN THIS STATEMENT PERIOD

\$3,652,539.28

\$1,085.75

\$0.00 \$3,653,625.03

31

#### Checking Account Transactions

Date	Description	Debits	
12/31	INTEREST PAYMENT		\$1,085.75

#### **Balance By Date**

11/30 \$3,652,539.28

12/31 | \$3,653,625.03

Payer Federal Id Number Interest Paid Year To Date

\$11,083.16

# Committee Reports

#### **COMMUNITY DEVELOPMENT MINUTES**

#### JANUARY 27, 2022

Due to the increase in covid infections the meeting was held via Zoom.

Vision Statement: Promote a welcoming, interesting, pleasant community where people want to live, work, shop and play.

Mission Statement: Coordinate with the City of Farmington, schools, churches, the Chamber of commerce, and local business to provide information and events that increase citizen involvement, pride, and loyalty to the city. In addition, we will work to create a positive image to citizens of Farmington and to the greater metropolitan area.

Members attending: Diane Bryant, Judy Horne, Lisa Bell, Melissa McCarvell, Sherry Mathews, Garry Kirk and Norm Toering.

The meeting began with follow up from the October 27<sup>th</sup> meeting where we discussed some health initiatives for our community.

The group agreed to have a once-a-month activity at Creekside Park beginning on April 9<sup>th</sup>. Our first activity will be to organize a walking session. We may have several walking sessions and each session will have a different theme, such as walk with a police officer, walk with a firefighter, walk with the mayor or walk with the drill team, band or cheerleaders.

These walking sessions may be interspersed with other Saturday activities such as Pickle Ball lessons, Line Dancing or Yoga.

The theme of each monthly activity will be LET'S MOVE FARMINGTON.

We plan to promote this event by posting it on the FB page Everything Farmington Arkansas. We will also communicate to the Chamber of Commerce, schools, local businesses, and churches by sending each group information about our events.

Diane was going to price out banners to advertise the event. She was also going to check with the high school to see if the art department students would want to design a Farmington tee-shirt that we might give out to participants if the price is reasonable.

The Saturday events will be at the same time as Busy Bees Farmers Market which should increase business to the market.

Our next meeting is scheduled for February 24<sup>th</sup> at noon.

Submitted,

Diane Byrant

# Agenda Item 10

(remove from inventory)



Farmington Public Library 175 West Cimarron Place Farmington, Arkansas 72730 (479) 267-2674

#### Memo

To: Farmington City Council

Ernie Penn, Mayor Kelly Penn, City Clerk

From: Rachel Sawyer

Re: Removal of equipment from library inventory

Date: February 14, 2022

#### Recommendation

Requesting the removal of Outdoor Book Drop, inventory tag #305.

#### **Background**

Outdoor Book Drop was acquired in 2005. We received state CARES funding to replace the book drop in December. The new return has been installed.

#### **Budget Impact**

None

# Agenda Item 11



#### **Vacation Application**

Please fill this form out completely supplying all necessary information and documentation to support your request.
Property owner/Applicant:
Name: ARG, LLC
Address: 4058 N. College Ave., Suite 300
City, State, Zip: Fayetteviile, AR 72703
Phone: 479-455-9090 Email jesse.fulcher@rch.com
Applicant/Representative: I certify that the foregoing statements and answers herein made; all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of the application and determination of approval. I understand there may be conditions on approval.  Date: 12.29.2021
Property Owner/Authorized Agent: I certify that I am the owner of the subject property of this application and that I have read this application and consent to its filing. (If signed by authorized agent a letter from the property owner must accompany this application, indicating the agent is authorized to act on the owners belief great by:    Date: 12.28.21
Requested Vacation (circle all that apply):
• Street
Alley     Easement
Please Include:
<ul> <li>Legal Description of the property (may be attached as exhibit "A"):</li> <li>Complete the attached form for each adjacent property owner or utility involved.</li> <li>Description of what is being requested (attach survey):</li> </ul>
ATTACHED



#### **Vacation Application Process** (At a minimum this process takes 60 days.):

- 1. Complete application and submit application at least 10 days prior to the City Council meeting. (Meetings are held the second Monday of the month.) As a part of the application adjacent property owners must be notified and the forms attached to the application must be completed by each adjacent owner or utility involved.
- 2. Once the application is submitted a resolution will be presented at the next City Council meeting to set a public hearing date for the vacation request. The entity requesting the vacation should be present at the City Council meeting.
- 3. The City will publish an ad in the paper designating the Public Hearing date and time.
- 4. At the meeting designated for the public hearing, the City Council will hear any citizen comments about the vacation issue. Also on this meeting agenda will be an ordinance to vacate the easement. The entity requesting the vacation should be present at this City Council meeting also.

#### ADJACENT PROPERTY OWNER NOTIFICATION FORM FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS (One form must be completed for each adjacent property owner or utility provider)

Date:
Address / location of vacation request: SW of N. Holland Drive and Serviceberry Drive
Adjacent property address:
I have been notified of the petition to vacate the following (alley, easement, and/or right-of-way), described as follows: (Include legal description and graphic representation of what is being vacated)
ADJACENT PROPERTY OWNERS COMMENTS (please check one);
$\square$ I have been notified of the requested vacation and decline to comment.
☐I do not object to the vacation described above.
□I <b>do</b> object to the requested vacation because:
Name of Adjacent Property Owner (printed)
Signature of Adjacent Property Owner

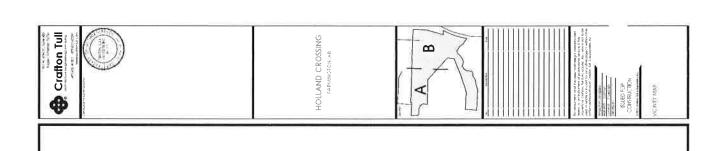
PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, FARMINGTON, ARKANSAS.

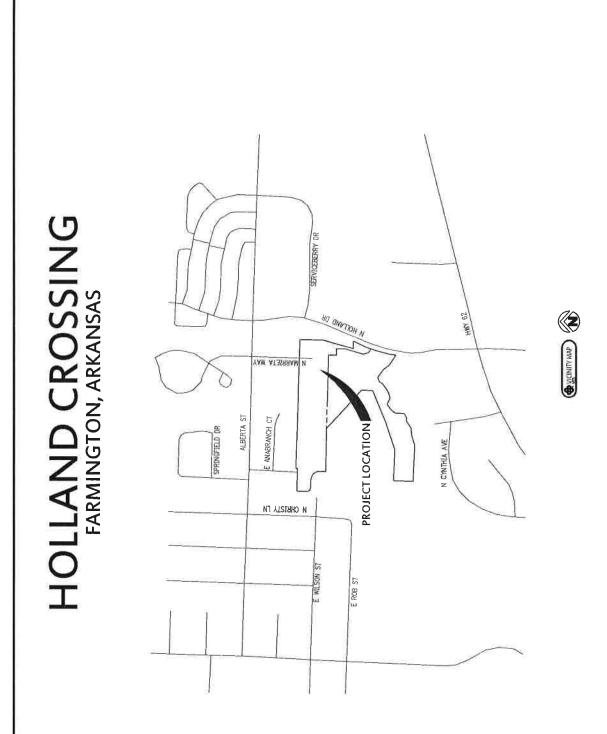
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

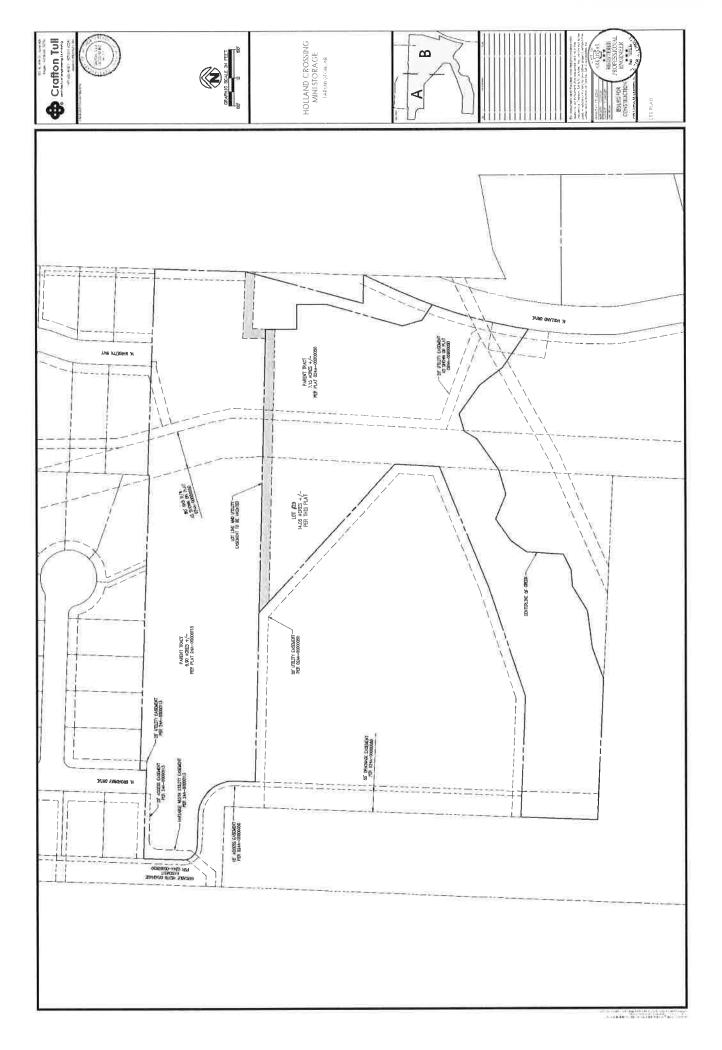
THENCE S 01° 50' 11" W A DISTANCE OF 20.00 FEET;
THENCE N 87° 36' 42" W A DISTANCE OF 122.19;
THENCE S 00° 01' 12" W A DISTANCE OF 47.29 FEET;
THENCE N 88° 32' 18" W A DISTANCE OF 580.38 FEET;
THENCE, N 47° 25' 03" W A DISTANCE OF 30.67 FEET;
THENCE, S 88° 32' 18" E A DISTANCE OF 582.93 FEET;
THENCE, N 00° 01' 12" E A DISTANCE OF 47.45 FEET;
THENCE S 87° 36' 42" E A DISTANCE OF 142.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,328 SQ FT MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.







PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, FARMINGTON, ARKANSAS.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE S 01° 50′ 11" W A DISTANCE OF 20.00 FEET;
THENCE N 87° 36′ 42" W A DISTANCE OF 122.19;
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THENCE, N 00° 01′ 12" E A DISTANCE OF 47.45 FEET;
THENCE S 87° 36′ 42" E A DISTANCE OF 142.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,328 SQ FT MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

# ADJACENT PROPERTY OWNER NOTIFICATION FORM FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

(One form must be completed for each adjacent property owner or utility provider)

Date: 01/24/2022
Address / location of vacation request: SW of N. Holland Drive and Serviceberry Drive
Adjacent property address: Utility - Fayetteville Water
I have been notified of the petition to vacate the following (alley, easement, and/or right-of-way), described as follows: (Include legal description and graphic representation of what is being vacated)
ADJACENT PROPERTY OWNERS COMMENTS (please check one):
☐! have been notified of the requested vacation and decline to comment.
Dido not object to the vacation described above.
□ I do object to the requested vacation because:
Name of Adjacent Property Owner (printed) MARK ROGERS  CITY OF FAYETTEVILLE WATER & SEWER
Signature of Adjacent Property Owner

# ADJACENT PROPERTY OWNER NOTIFICATION FORM FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

(One form must be completed for each adjacent property owner or utility provider)

Date: 01/03/22
Address / location of vacation request: SW of N. Holland Drive and Serviceberry Drive
Adjacent property address: Utility - Cox Communications
I have been notified of the petition to vacate the following (alley, easement, and/or right-of-way), described as follows: (Include legal description and graphic representation of what is being vacated)
ADJACENT PROPERTY OWNERS COMMENTS (please check one):
$\Box$ I have been notified of the requested vacation and decline to comment.
Any damage or relocation of Cox facilities will be at the expense of the applicant.
☐ I do object to the requested vacation because:
Name of Adjacent Property Owner (printed) Brian Frederick
Signature of Adjacent Property OwnerBrian Frederick

## ADJACENT PROPERTY OWNER NOTIFICATION FORM FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

(One form must be completed for each adjacent property owner or utility provider)

Date: 1/21/2022
Address / location of vacation request: SW of N. Holland Drive and Serviceberry Drive
Adjacent property address: Utility - Ozarks Electric
I have been notified of the petition to vacate the following (alley, easement, and/or right-of-way), described as follows: (Include legal description and graphic representation of what is being vacated)
ADJACENT PROPERTY OWNERS COMMENTS (please check one):
☐I have been notified of the requested vacation and decline to comment.
III do not object to the vacation described above.
□ I do object to the requested vacation because:
Name of Adjacent Property Owner (printed)
Signature of Adjacent Property Owner

## ADJACENT PROPERTY OWNER NOTIFICATION FORM FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

(One form must be completed for each adjacent property owner or utility provider)

Date: 1-4-22
Address / location of vacation request: SW of N. Holland Drive and Serviceberry Drive
Adjacent property address: Utility - Prairie Grove Telephone Company
I have been notified of the petition to vacate the following (alley, easement, and/or right-of-way), described as follows: (Include legal description and graphic representation of what is being vacated)
ADJACENT PROPERTY OWNERS COMMENTS (please check one):
$\Box$ I have been notified of the requested vacation and decline to comment.
I do not object to the vacation described above.
□ I do object to the requested vacation because:
Name of Adjacent Property Owner (printed) SHANF BELL - PGTELCO
Signature of Adjacent Property Owner

#### **UTILITY APPROVAL FORM**

### FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE:	1/24/21		
UTIL <b>IT</b>	Y COMPANY:	SWEPCO	
APPLIC	CANT NAME:	NWA LD, LLC	APPLICANT PHONE: 479-439-0595
REQUE	ESTED VACATI	ON (applicant must	check <u>all</u> that apply):
×	Utility Easemen	nt	
	Right-of-way fo	or alley or streets and	all utility easements located within the vacated right- of- way.
	Alley		
	Street right-of-v	way	
I have b	een notified of th	ne petition to vacate	the following (alley, easement, right-of-way), described as follows:
General	l location / Add	ress_SW of N. I	Holland Drive and Serviceberry Drive
-			
×	(ATTACH lega	il description <u>and</u> gr	aphic representation of what is being vacated-SURVEY)
UTILIT	Y COMPANY (	COMMENTS:	
X	No objections to	o the vacation(s) des	cribed above, and no comments.
		o the vacation(s) descon, dimensions, and	cribed above, provided following described easements are retained. purpose below.)
f.)	No objections p	provided the followin	g conditions are met:
G!	alidy	P	
Signatur	e of Utility Com	pany Representative	

Christian Dickey, Engineering Technician SWEPCO

#### **UTILITY APPROVAL FORM**

### FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE:	1/24/21		
UTILIT	Y COMPANY:	SWEPCO	
APPLI	CANT NAME:	NWA LD, LLC	APPLICANT PHONE: 479-439-0595
REQUI	ESTED VACATI	ON (applicant must check	all that apply):
X	Utility Easemen	nt	
	Right-of-way fo	or alley or streets and all util	lity easements located within the vacated right- of- way.
	Alley		
	Street right-of-v	vay	
I have b	een notified of the	ne petition to vacate the foll	owing (alley, easement, right-of-way), described as follows:
Genera	l location / Add	ress _ SW of N. Hollar	nd Drive and Serviceberry Drive
X UTILIT	<i>(ATTACH lega</i> 'Y COMPANY (		epresentation of what is being vacated-SURVEY)
X	No objections to	o the vacation(s) described	above, and no comments.
		o the vacation(s) described on, dimensions, and purpos	above, provided following described easements are retained. e below.)
	No objections p	rovided the following cond	itions are met:
	alidy		
Signatu	re of Utility Com	pany Representative	
Chris	stian Dickey,	Engineering Technic	ian SWEPCO

### ADJACENT PROPERTY OWNER NOTIFICATION FORM FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

(One form must be completed for each adjacent property owner or utility provider)

Black Hills Energy

# 

Tron Hodges

Signature of Utility Provider

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, FARMINGTON, ARKANSAS.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE S 01° 50' 11" W A DISTANCE OF 20.00 FEET;
THENCE N 87° 36' 42" W A DISTANCE OF 122.19;
THENCE S 00° 01' 12" W A DISTANCE OF 47.29 FEET;
THENCE N 88° 32' 18" W A DISTANCE OF 580.38 FEET;
THENCE, N 47° 25' 03" W A DISTANCE OF 30.67 FEET;
THENCE, S 88° 32' 18" E A DISTANCE OF 582.93 FEET;
THENCE, N 00° 01' 12" E A DISTANCE OF 47.45 FEET;
THENCE S 87° 36' 42" E A DISTANCE OF 142.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,328 SQ FT MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

# Agenda Item 12

#### ORDINANCE NO. 2022-04

AN ORDINANCE TO VACATE THE UNUSED EASEMENT SOUTHWEST OF NORTH HOLLAND DRIVE AND SERVICEBERRY, FARMINGTON, AR 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 January, 2022 asking the city council to vacate the unused easement southwest of North Holland Drive and Serviceberry, which is described as follows, to-wit:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, FARMINGTON, ARKANSAS.

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER:

THENCE	S	01°	50°	11"	W	A	DICTANCE	OE	20.00 PPPT
THENCE	S	ΟI	30	11	VV	Α	DISTANCE	OF	20.00 FEET;
THENCE	N	87°	36'	42"	W	A	DISTANCE	OF	122.19 FEET;
THENCE	S	00°	01'	12"	W	A	DISTANCE	OF	47.29 FEET;
THENCE	N	88°	32'	18"	W	A	DISTANCE	OF	580.38 FEET;
THENCE	N	47°	25'	03"	W	A	DISTANCE	OF	30.67 FEET;
THENCE	S	88°	32'	18"	Е	A	DISTANCE	OF	582.93 FEET;
THENCE	N	$00^{\circ}$	01'	12"	E	A	DISTANCE	OF	47.45 FEET;
THENCE S	87° 36'	42" E	A DIST	ANCE	OF 14	2 84 FF	ET TO THE POI	NT C	E REGINNING

CONTAINING 15,328 SQ FT MORE OR LESS.

#### SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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 easement described hereinabove.

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

<u>Section 1</u>. 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 southwest of North Holland Drive and Serviceberry that is described as follows, to-wit:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, FARMINGTON, ARKANSAS.

#### COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

TITILIAE		010	<b>700</b>	1 1 1 1 1	***		DIGELLIGE	0.11	<b>2</b> 0.00 EEEE
THENCE	S	01°	50°	11"	W	Α	DISTANCE	OF	20.00 FEET;
THENCE	N	87°	36'	42"	W	Α	DISTANCE	OF	122.19 FEET;
THENCE	S	00°	01'	12"	W	A	DISTANCE	OF	47.29 FEET;
THENCE	N	88°	32'	18"	W	A	DISTANCE	OF	580.38 FEET;
THENCE	N	47°	25'	03"	W	A	DISTANCE	OF	30.67 FEET;
THENCE	S	88°	32'	18"	E	A	DISTANCE	OF	582.93 FEET;
THENCE	N	$00^{\circ}$	01'	12"	E	A	DISTANCE	OF	47.45 FEET;
THENCE S	87° 36'	42" E	A DIST	ANCE	OF 14'	2.84 FEI	ET TO THE POI	NT O	F REGINNING

CONTAINING 15,328 SQ FT MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

<u>Section 2</u>. 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.

<u>Section 3</u>. <u>Emergency Clause</u>. This ordinance shall take effect and be in force from and after its passage and approval.

Passed this 14th day of February, 2022.

	Approved:
	Mayor Ernie Penn
Attest:	
Kelly Penn, City Clerk	

# Agenda Item 13

#### ORDINANCE NO. 2022-05

# AN ORDINANCE TO AMEND ORDINANCE NO. 98-8.1(C), §2 TO REVISE SIDEWALK SPECIFICATIONS AS RECOMMENDED BY THE FARMINGTON PLANNING COMMISSION

WHEREAS, Ordinance 98-8.1(C), §2 was enacted to provide specifications for sidewalks in the City of Farmington; and

WHEREAS, the Farmington Planning Commission has determined that wider sidewalks and more greenspace between streets and sidewalks will beautify the city and provide safer mobility for pedestrians and that The minimum thickness of residential driveway approaches shall be six inches with four inches of compacted base material or six inch by six inch ten gauge reinforcing steel residential driveways should be six (6) inches; and

WHEREAS, after a public hearing on November 22, 2021, the Planning Commission voted unanimously to revise certain sidewalk specifications that are codified as Section 9.20.02 of the Farmington Municipal Code.

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

- 1. Sidewalk Specifications.
  - A. Paragraph (b) is amended in its entirety to read as follows:
    - (b) Minimum width of sidewalks. The minimum width of sidewalks shall be in conformance with the specifications in the Master Transportation Plan, as amended.
  - B. Paragraph (c) is amended in its entirety to read as follows:
    - (c) Sidewalk distances from the curb. The sidewalk setback distance from the curb shall be determined by measuring from the right-of-way line towards the paved street. Sidewalks shall begin no more than six inches from the outermost edge of the right-of-way. The amount of green space required between the street curb and the beginning of the sidewalk shall be in conformance with the specifications in the Master Transportation Plan, as amended.
  - C. Paragraph (e) is amended in its entirety to read as follows:
    - (e) Minimum thickness of sidewalks and driveway approaches. The minimum thickness of sidewalks shall be four inches with any fill materials required for residential or commercial sidewalks consisting of approved compacted base material. The minimum thickness of residential driveway approaches shall be six inches with four inches of compacted base material or six inch by six inch ten gauge reinforcing steel. The minimum thickness of commercial driveway approaches

shall be six inches with six inches of compacted base material or six inch by six inch ten gauge reinforcing steel.

- 2. <u>Repealing Clause</u>. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- 3. <u>Emergency Clause</u>. That the City Council of the City of Farmington, Arkansas, further determines that it is necessary to enact this ordinance without delay to provide revised specifications for future sidewalk construction that will provide safer pedestrian mobility for the citizenry; therefore, an emergency is declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED by the City Council of the City of Farmington, Arkansas this 13<sup>th</sup> day of December, 2021.

ATTEST:	Ernie Penn, Mayor	
Kelly Penn, City Clerk		

# Agenda Item 14

#### ORDINANCE NO. 2022-06

AN ORDINANCE REZONING PROPERTY AT 12425 BETHEL BLACKTOP FROM R-1, SINGLE-FAMILY RESIDENTIAL, TO C-2, HIGHWAY COMMERCIAL, AS REQUESTED BY MATTHEW GOFF ON BEHALF OF AFH PROPERTIES, LLC

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2015-06 on September 14, 2015, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2015-00034769; and

WHEREAS, certain real property owned by AFH Properties, LLC is zoned R-1, Single-Family Residential; and

WHEREAS, after a public hearing on January 24, 2022, the Farmington Planning Commission voted during a regular scheduled meeting to rezone the real property owned by AFH Properties, LLC as requested by Matthew Goff from R-1, Single-Family Residential to C-2, Highway Commercial District.

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

<u>SECTION 1.</u> That the zone classification of the following described property is hereby changed as follows:

From R-1, Single-Family Residential, to C-2, Highway Commercial District, for the real property described in Exhibit "A" which is attached hereto and made a part hereof.

<u>SECTION 2.</u> That the official zoning map of the City of Farmington, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED, APPROVED AND IN EFFECT this 14th day of February 2022.

#### APPROVED:

	By:	
ATTEST:	Ernie Penn, Mayor	
Kelly Penn, City Clerk		

#### EXHIBIT "A"

Part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33) in Township Sixteen (16) North of Range Thirty-one (31) West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning 99,000 feet West of the Northeast corner of said 40 acre tract and running thence South 317.04 feet; thence West 165 feet; thence North 317.04 feet; thence East 165 feet to the point of beginning, containing 1.2 acres, more or less, and being subject to that portion contained in the County Road right of way on the North side thereof.

Subject to easements, rights-of-way, and protective covenants of record, if any.

Subject to all prior mineral reservations and oil and gas leases.



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

#### Memo

To: Farmington City Council

Ernie Penn, Mayor Kelly Penn, City Clerk

From: Melissa McCarville, Business Manager

Re: Rezoning request from R-1 to C-2 Property located at 12425 Bethel Blacktop Road

Date: February 14, 2022

#### Recommendation

City staff recommends approval of this request for the rezoning

#### **Background**

The Planning Commission approved the rezoning on January  $24^{th}$  by a vote of 6-0 . There was no one from the public who objected to the rezoning.

#### Discussion

See the attached memo from Melissa McCarville that was presented to the Planning Commission

#### **Budget Impact**

None



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

#### Memo

To: Farmington Planning Commission

Mayor Ernie Penn

From: Melissa McCarville, Business Manager Re: January Planning Commission Meeting

Date: January 24, 2022

#### Item 4B:

Current zoning for this property is R-1, which allows for residential lots with a 10,000 square foot minimum. The land use plan indicates highway commercial for this parcel. In addition, while the area to the south and west are zoned R-1 and RE-2 the current use of much of the surrounding area (pre-existing non-conforming uses) is commercial and light industrial; compatible with what the petitioner is asking to build.

This project would come back to the Planning Commission as a large scale development; so issues regarding drainage, egress, access to utilities, improvement to adjacent roads and specific building issues would be discussed at that time. It is worth mentioning that this property does not have access to sewer at this time; so the use would be limited by this factor. Staff recommends approval for this rezoning.

# City of Farmington Application for Rezoning

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

Applicant: Mathen Goff.	Day Phone: 910-797-0118
Address: 896 Dysty Lane	Fax:
Representative: Joseph Davma	Day Phone: 479-263-2004
Address: 2638 Porsimmon 8t.	Fax:
Property Owner: Matthew Goff	Day Phone: 910-797-0118
Address: 896 Duty Lane	Fax:
Indicate where correspondence should be se	nt (circle one): Applicant – Representative Owner

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

Property Description
Site Address - 12425 Bettel Black top Road, Farmington Ar.
Current Zoning - Residential Proposed Zoning - Commercial C2. 72730

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

Type of zoning requested and reason for request:

Commercial C2 To start build a commercial building there specific to a machina Shop

Responsibilities of the Applicant:

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

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

2. Pay a \$25.00 application fee

3. Provide a copy of the deed of the property.

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

NOTICE OF PUBLIC HEARING
A petition to rezone the property as described below has been filed with the City of Farmington on the book day of bocombor, 2011.
PLACE LEGAL DESCRIPTION OF PROPERTY HERE
A public hearing to consider this request to rezone the above described property from Will be held on the day of a day of to
A copy of the proof of publication from the newspaper must be provided to the City 10 days before the meeting.
The City will post a sign on the property at a location visible to the public, notifying the public of the intent to rezone the property.
Applicant/Representative: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City of Farmington may not approve my application or may set conditions on approval.
Matthew Goff Date OST Date OST
Applicant Signature
Property Owner/Authorized Agent: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filling. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his behalf.)
Matthew Goff Date CST Date Date Date Date Date Date Date Date
Owner/Agent Signature

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

To All Owners of land lying adjacent to the property at:

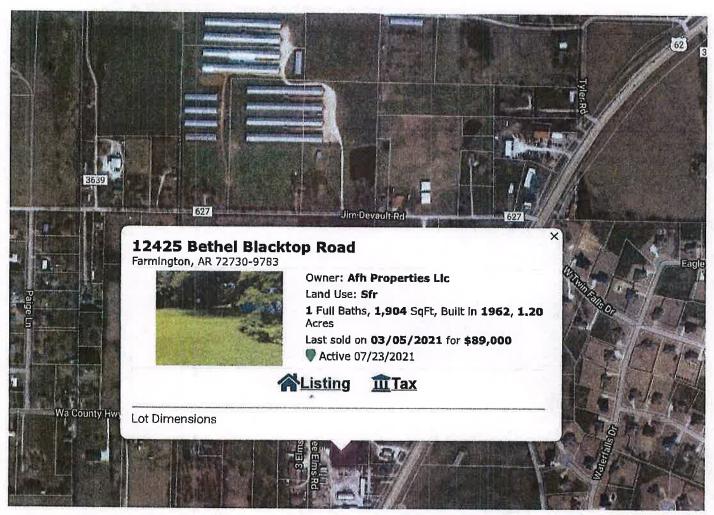
267-3865.

12425 Bethel Blacktop Road Farmington Ar. 72
Mr. Mathew Goff of A. F. H Properties L'Lic.
NOTICE IS HEREBY GIVEN THAT an application has been filed for REZONING of the above property from R1 to C2.
A public hearing on said application will be held by the Farmington Planning Commission at Farmington City Hall, 354 W. Main St. on January 244 2022 at 6:00 p.m.
All parties interested in this matter may appear and be heard at said time and place; or may notify the Planning Commission of their views on this matter by letter. All persons interested in this request are invited to call or visit the City Business Manager at City Hall, 354 W. Main, 479-

8



Click any parcel for parcel details.









Click any parcel for parcel details.



Parcel Disclaimer	
Ruler	
Lagend	
Google	
Niap data @2021 In	nagery ©2021 , Arkansas GIS, Maxar Technologies, State of Arkansas, USDA Farm Service Agency, Washington County

Parcel #

760-03091-000

% Improved

55%

Alt. Parcel #

109786

Exemption(s)

Homestead

**Legal Description** 

ANNEXED TO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER OR NO. 2007-18 PT NE NE 1.20 AC FURTHER DESCRIBED FROM 2021-10125 AS: PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-THREE (33) IN TOWNSHIP SIXTEEN (16) NORTH OF RANGE THIRTY-ONE (31) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING 99.00 FEET WEST OFTBE NORTHEAST CORNER OF SAID 40 ACRE TRACT AND TURMING THENCE SOUTH 317.04 FEET; THENCE WEST 165 FEET; THENCE NORTH 317.04 FEET; THENCE EAST 165 FEET TO THE POINT OF BEGINNING, CONTAINING 1.2 ACRES, MORE OR LESS.

Parcel #

760-03091-000

% Improved

55%

Alt. Parcel #

109786

Exemption(s)

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# Northwest Arkansas **Democrat To Gazette**

P.O. BOX 1607, FAYETTEVILLE, AR, 72702 • 479-442-1700 • FAX: 479-695-1118 • WWW.NWADG.COM

#### AFFIDAVIT OF PUBLICATION

I, Brittany Smith, do solemnly swear that I am the Accounting Legal Clerk of the Northwest Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of: Notice pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

AFH Properties Public Hearing

Was inserted in the Regular Edition on: January 9, 2022

Publication Charges: \$60.80

Brittany Smith

Subscribed and sworn to before me This 10 day of 2022.

Notary Public My Commission Expires: 220/21

Cathy Wiles
Benton COUNTY
NOTARY PUBLIC – ARKANSAS
My Commission Expires 02-20-2024
Commission No. 12397118

\*\*NOTE\*\*

Please do not pay from Affidavit. Invoice will be sent.

NOTICE OF PUBLIC HEARING. A petition to rezone the property as described below has been filed with the City Of Farmington on the 21st of December, 2021. Parcel ID # 960-03091-000 in Farmington Outlooks Sub-Division. S-T-R:- 33-16-31. BEGINNING 99.00 FEET WEST OF The NORTHEAST CORNER OF SAID 40 ACRE TRACT AND TURNING THENCE SOUTH 317.04 FEET; THENCE WEST 165 FEET: THENCE NORTH 317.04 FEET; THENCE EAST 165 FEET TO THE POINT OF BEGINNING. CONTAINING 1.2 ACRES, MORE OR LESS. ANNEXED TO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER OR NO. 2007-18 PT NE NE 1.22AC A public hearing to consider this request to rezone the above described property from R-I to C-2 will be held on the 24th of January 2022, at 6.00 p.m. at Farmington City Hall, 354 West Main, Farmington Arkansas, All interested persons are invited to attend. 75505883 January 9th, 2022.

1 Stergen Emmanuel Mano's Stergen 12443 Bettel Blacktop Rd, Farmington, Ar. 72730

DGarry E. Steaman 12382 W. Highway 62 Desidential 98/10/2000 1:61 Acres

Brany Ep, StearMan 35K,

12382 W. Highway 62

Farmington Av. 72730, Residential 0.28 acres, Whany Steaman

12382 W. Highway 62.

Farmington, Ar. 72730 8/14/2006>\$116K Whse. 300059ft 0.75 ACRES.

3) Gary Esteaman 12382 W. Highway 62 Farmington, At. 72730. 04/13/2001 \$42K Residential

(7) Darrell & Vatricia 12198NET mo load Farmingtion Mailing: 11537 AshleyRd, Lincoln A 40 acres 11/23/2021 200 K. Soned Agniculture.

3) Hogeye Proporties LC 12398 Bettiel Blacktop Wc 62 Formington Ar 72780. 2 Full Batts 10 60 50 ft (1984) 0.69 acres 07/3/12/2018.

6 Sas Llc. Ask for listing 12405 BethelBlacktop Rd; Farmington, Ar, 72730 11/19th /2019 For \$ 475/000 Zoned Sfr. 2,200 Scft (1985) 0.72 Sqft 2 full Battes, \_

Sas Lic 3118 School Avenue > Frayetteville Ar.







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## CITY OF **FARMINGTON**

354 W Main ST, Farmington, AR 72730

**TRANSACTION #** 

10227227-9831

DATE

12/21/2021 1:11 PM

RESULT

APPROVED

TRANSACTION

CASH

**METHOD** 

TRANSACTION TYPE

SALE

REFERENCE

CK #27570733762

NUMBER

**DEVELOPMENT FEES** 

1 × Development Fee

\$25.00

Subtotal

\$25.00

TOTAL (USD)

\$25.00

Receipt sent via SwipeSimple, powered by CardFlight © CardFlight, Inc. 2021



#### CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

> NOT **NEGOTIABLE**

Address

**KEEP THIS** RECEIPT FOR YOUR RECORDS

Year, Month, Pay 121-12-21 Post Office 727642 Amount

\$25.00

04



#### Certificate of Authenticity

**Session Information** 

Signing Session ID:

32718136-7ea2-46c1-ba92-5b53f29f913c

Status:

Completed

Transaction Name:

**MATTHEW GOFF** 

Created On:

12/21/2021 1:16:09 PM EST

Session Title:

REZONING OF 12425 BETHEL BLACKTOP

Last Modified:

12/21/2021 1:22:45 PM EST

Documents:

Owner:

Joseph Owegi

Signers:

1

Company:

eXp Realty NWA Branch

**Signer Information** 

Signature Events

Signature

**Timestamp** 

Matthew Goff

Matthew Goff

Sent:

12/21/2021 1:20:20 PM EST

chapgoff@gmail.com

Viewed:

12/21/2021 1:21:59 PM EST

Signer Security:

IP Address: 107,77,201,142

Disclosure: 12/21/2021 1:21:59 PM EST

Signed:

12/21/2021 1:22:44 PM EST

**Session Documents** 

Email

**Document** Signatures Initials Dates FormFields Dropdown Checkbox RadioButton Rezoningof12425BethelHeights.pdf 2 0 0 2 0 0

ID: b0f34cd6-e263-4682-b1de-20690168c7e9

**Session Activity** 

7		
Timestamp	IP Address	Activity
12/21/2021 1:22:45 PM EST	107.77.201.142	Session completed and closed by Joseph Owegi
12/21/2021 1:22:44 PM EST	107.77.201.142	Signing Completed by Matthew Goff (chapgoff@gmail.com )
12/21/2021 1:21:59 PM EST	107.77.201.142	Signature created and disclosure approved by Matthew Goff (chapgoff@gmail.com)
12/21/2021 1:20:20 PM EST	70.185.93.34	Invitation sent to Matthew Goff(chapgoff@gmail.com ) by Joseph Owegi
12/21/2021 1:20:20 PM EST	70.185.93.34	eSignOnline Session Created by Joseph Owegi

#### Disclosure

#### Consumer Disclosure

Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically through the eSign Online electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.

eXp Realty NWA Branch (We, us, or the Company) acknowledges your agreement to receive required documents, contracts, notices, disclosures, authorizations, and other documents electronically through the eSign Online electronic signature system. We appreciate and thank you for doing your part to go paperless and save our environment. Through the eSign Online electronic signature system, we are able to save time and process a transaction faster. We do not have to print and mail paper copies, wait for signatures that could take days or weeks, and there are no delays associated with waiting for you to mail it back to us. Unless you tell us otherwise in accordance with the procedures described herein this disclosure, we will provide documents through this electronic method during the course of our relationship with you. If you do not agree with this process and method, please let us know as described below.

eXp Realty NWA Branch outsources personal information to a third party processing and storage service provider which is located in the USA. The Buyer and Seller hereby acknowledge that personal information processed and stored by a US third party service provider is subject to the laws of that country and that information may be made available to the US government or its agencies under a lawful order made in that country.

#### Paper copies

During the signing process on eSign Online, you will have the opportunity to download and print your copies of the documents before and after signing. At any time, you may contact us to obtain paper copies of documents that have been provided to you electronically. To request paper copies, you must send an email to josephsrealestate@yahoo.com and in the body of the email state your full name, address, telephone number, and the name of the document or transaction that you would like a paper copy for. If any fees apply, we will notify you.

#### Withdrawing your consent to sign electronically

Once you have decided and agreed to the following disclosure to sign documents electronically, you may at any time thereafter decide to withdraw your consent and receive required documents only in paper format. There are several ways to inform us that you no longer wish to received documents and sign electronically:

- a) During the electronic signing process, you may elect to 'decline' and indicate your reasons for declining and withdrawing your consent.
- b) Send an email to josephsrealestate@yahoo.com and in the body of the email indicate your full name, address, telephone number and that you no longer wish to sign electronically and instead would like to receive paper copies

Please be aware that withdrawing your consent to sign electronically may result in delays and/or more time to complete a transaction. We will then have to print and mail paper copies to you, wait for you to receive and sign documents, then wait for you to mail it back and follow the same procedure with other parties to the transaction.

#### How to contact eXp Realty NWA Branch

At any time, you may contact us to change your email and contact information, request paper copies, or to indicate your change in consent to sign electronically hereafter.

Contact Name: Joseph Owegi

Email Address: josephsrealestate@yahoo.com

Phone Number:

#### Hardware and Software Requirements

The following are minimum hardware and software requirements to use the eSign Online electronic signature system.

Operating Systems: Windows® 10, Windows® 8, Windows® 7, Windows Vista®, Mac OS® X 10.6 and higher.

Browsers: Google Chrome® 36 and higher, Internet Explorer® 9.0 and higher, Mozilla Firefox® 31.0 and higher, Safari® 5.1.7 and higher.

Screen Resolution: 800 x 600 minimum Security Settings: Allow per session cookies

PDF Reader: Acrobat® or similar software to view and print PDF files

#### Your Acknowledgment and Consent to use electronic signatures

To confirm to us that you can access this information electronically, which will be similar to other electronic documents that we will provide to you, please verify that you were able to read this electronic consumer disclosure and that you also were able to print on paper or electronically save this page for your future reference and access. Further, you consent to receiving notices and disclosures in electronic format on the terms and conditions described herein this consumer disclosure, please let us know by checking the 'I agree with the above Consumer Disclosure' box below.

By checking the 'I agree with the above Consumer Disclosure' box, I confirm that I can access and read this electronic consumer disclosure to consent to receipt of electronic documents, I can print on paper if I so choose, the disclosure and/or save to a place where I can print it for future reference and access, and until I notify eXp Realty NWA Branch otherwise, I consent to receive from eXp Realty NWA Branch electronic documents that are required to be provided or made available to me by eXp Realty NWA Branch during the course of my relationship with eXp Realty NWA Branch.



# CITY OF **FARMINGTON**

354 W Main ST, Farmington, AR 72730

TRANSACTION # 10227227-9831

DATE 12/21/2021 1:11 PM **RESULT** 

**APPROVED** 

**TRANSACTION** CASH **METHOD** 

TRANSACTION TYPE SALE

REFERENCE CK #27570733762

NUMBER **DEVELOPMENT FEES** 

1 × Development Fee \$25.00

Subtotal \$25.00

\$25.00 TOTAL (USD)

Receipt sent via SwipeSimple, powered by CardFlight © CardFlight, Inc. 2021

# Agenda Item 15



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

#### Memo

To: Farmington City Council

Kelly Penn, City Clerk

From: Mayor Ernie L Penn

Re: Award Contract to Burns McDonnell for engineering services in the amount of \$61,560 for Trail design

Date: 2-14-2022

#### Recommendation

City staff recommends approval of this request

#### **Background**

We have been evaluating needs for additional trails over the past few years. We have budgeted to begin improvements this year. The first step in this process is to have a plan design. The scope of what the engineers will provide is in the documentation provided.

#### Discussion

This is the first step forward to connecting Farmington to other trail systems. The project engineer will be present to discuss the project and provide input regarding the proposed trail and connectivity.

#### **Budget Impact**

\$61,560 Item #3 of the Scope of Services includes assistance with application for grant funding



# EXHIBIT A SCOPE OF SERVICES

#### PROJECT DESCRIPTION

The City of Farmington would like to connect Creekside Park to the Fayetteville Trail System. The project would require the design of a 10-foot concrete trail beginning at the existing pedestrian crossing at Creekside Park and extending 3,420 linear feet to the Farmington City Limits on the south side of W. Alberta Street. The assumed alignment is shown as a purple line on Exhibit B, and all assumptions and costs are based on this alignment. The trail alignment near the existing drainage easement between Wilson Street and Alberta Street shall include two alternates to evaluate cost and constructability on the east and west sides of the drainage channel.

#### **TASKS**

- 1. Survey & Data Collection:
  - a. Visit Site with Surveyor to Confirm Critical Items Farmington Staff Identified.
  - b. Perform Topographic Survey to be used for Preliminary Design and Final Design. Survey shall include the following:
    - i. Physical Features and Underground Utilities within the red area in Exhibit B.
    - ii. Public Right of Way Survey along the east side of N. Broyles Street and the south side of Alberta Street.
    - iii. Rear Property Line Survey of all adjacent house along the proposed alignment, including all fence locations.
    - iv. Drainage Easement Limits between E. Wilson and Alberta Street.
    - v. Storm System Along Alberta Street
    - vi. Storm Outlet for Duel Elliptical pipes conveyed from Rob Street
- 2. Conceptual Map to Show Creekside Trail Phases one, two and three to be used for Grant Submittals and Discussions with Other Funding Agencies.
  - a. Phase One shall include the connection to the Farmington/Fayetteville West City Limit along Alberta.
  - b. Phase two shall include the reconstruction of existing trails within the Creekside Park.
  - c. Phase three shall include a creek crossing from Creekside Park to the south, and public space improvements including a possible amphitheater as directed by city staff.
  - d. Two submittals will be included with the conceptual map phase.
- 3. Recreational Trails Program (RTP) Coordination
  - a. Correspondence with ARDOT
  - b. Grant Submittal
  - c. Preliminary Environmental Assessment to be included in the Grant Submittal
- 4. Preliminary Design of Creekside Trail Connection Phase One (30%)
  - a. Provide OWNER with Easement Limits and Trail Design between Wilson and Alberta to be used in easement acquisition discussions.
  - b. Complete Preliminary Design including alignment, construction limits, drainage calculations and lighting to be used in cost evaluations for final design, bidding, and construction. This design would also include an improved pedestrian crossing at Broyles Street and a trail connection to E. Wilson Street.
- 5. Final Design Cost Evaluation
  - a. Engineer shall provide an Opinion of Probable Cost for final design services with appropriate inflation and contingencies applied, to be used for planning purposes.
- 6. Construction Cost Evaluation
  - a. Engineer shall provide an Opinion of Probable Cost for construction services with appropriate inflation and contingencies applied, to be used for planning purposes.
- 7. Schedule Production
  - a. Engineer shall produce a planning schedule for design and construction services.

#### 8. Deliverables

- a. Preliminary Design Plans (30% Complete)
- b. Opinion of Probable Cost for final design, bidding, permitting and construction observation.
  c. Opinion of Probable Cost for construction
  d. Design and Construction Schedule

#### TIME OF SERVICE

ENGINEER will proceed with providing the services set forth herein immediately upon execution of the Agreement. The services will be completed within 120 days of execution of the Agreement.

Creekside Park Trail Connection City of Farmington Conceptual Planning & Trail Design

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			ate		nior	Staf		Assistant	Labor
Scope of Services	16	15	14	13	12	11	10	9	Total
TASK 1: DATA COLLECTION (SURVEY)	1-4-1			10	110			OF STREET	14
Site Visit		2		4					6
Survey Coordination				4				4	8
Subconsultant- Sand Creek Land Surveying									\$16,558
								Task Total	\$19,227
TASK 2: CONCEPTUAL PLANNING FOR CREEKSIDE PARK				73-01					54
Conceptual Map				2			-	16	18
Phased Design and Layout				_	-	-		16	20
Meetings to Discuss Phased Park Approach for Grant Application	_	4	_	4	-		_	8	16
Meetings to Discoss Phased Park Approach for Grant Application		4		4	إسا			Task Total	\$8,558
TASK 3: RECREATIONAL TRAILS PROGRAM COORDINATION							510		34
ARDOT Coordination				8					8
Grant Application Review				2					2
Preliminary Environmental Assessment				8				16	24
Subconsultant- Visionary Milestones									\$1,500
								Task Total	\$7,495
ASK 4: PRELIMINARY DESIGN OF CREEKSIDE TRAIL	No. 1. 10	lor.	TP.	W	1513	ext out	IIQ	or II a miletil	128
Horizontal and Vertical Alignment	TT	1		2				10	13
Preliminary Surface Creation	$\neg \neg$			4				14	18
Rausch Coleman Drainage Easement Recommendation	1	1		4				2	7
Plan Production (30%)	+			8				24	32
Cross Sections	1	=		2				16	18
Drainage Design for Rausch Coleman Ditch	+		-	2		_	$\neg$		2
Drainage Check for Rob Drive Storm System Outfall	-	-	-	2	-	-	-		2
Preliminary Lighting Design for Cost Estimate	+	-	-	2		-	-	4	6
Broyles Pedestrian Crossing Improvements	+	_	-	2	-	_	-	4	6
Monthly Invoicing/Project Management	+	-		8	$\vdash$	-	-	16	24
Monthly involving ryojost management		-		U	·!		!	Task Total	\$20,536
TASK 5: COST EVALUATION- FINAL DESIGN		ZL.	M II			71		1 1 1 1 1 1	10
Cost Evaluation				2				8	10
								Task Total	\$1,536
FASK 6: COST EVALUATION- CONSTRUCTION	i i i i i		all X	-		24		N. P. L. P.	10
Cost Evaluation				2				8	10
								Task Total	\$1,536
ASK 7: SCHEDULE EVALUATION		-			700	S 75			3
Schedule Evaluation	T	1		2	Т		T	T T	3
							- 4	Task Total	\$637
ASK 8: Deliverables			579						13
Preliminary Design Plans (30%)	TT	1 1	-	1	т		-1	8	10
Cost Estimate- Final Design	+	-		1	-		-		
	+			-			-	1	1
Cost Estimate- Construction Design	+			1	$\square$		_	1	1
Design and Construction Schedule				1				Task Total	1 \$2,035
otal hours	0	10	0	80	0	0	0	176	266
							гот		\$61,560



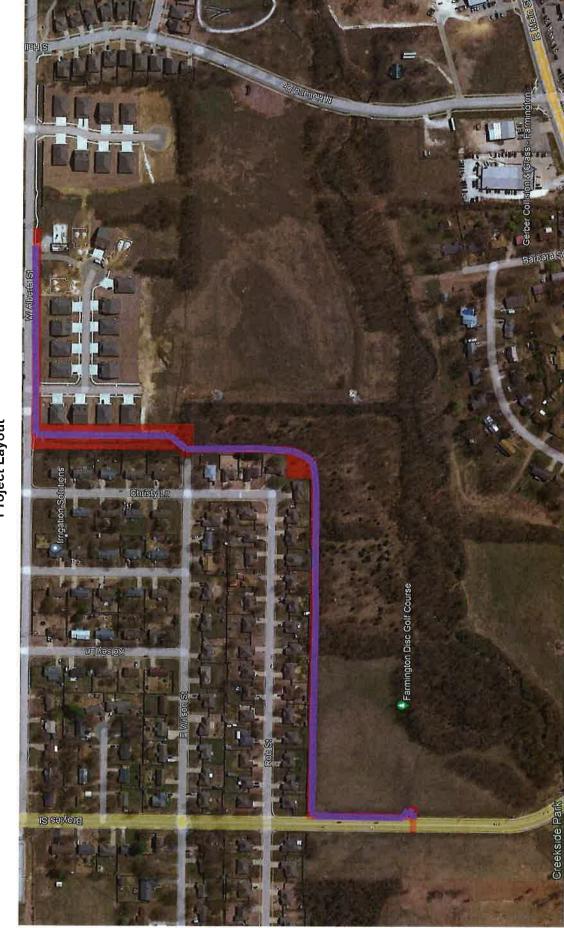


EXHIBIT B Project Layout



# PROFESSIONAL SERVICES AGREEMENT – SINGLE PROJECT ENGINEER-OWNER AGREEMENT

This AGREEMENT is made as of January 7, 2022, by and between <u>City of Farmington</u>, <u>Arkansas</u> (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc., a Missouri Corporation specializing in consulting engineering services (hereinafter called ENGINEER).

OWNER requires professional engineering services in connection with the <u>Creekside Park Trail Connection Phase 1</u> (the Project). Therefore, OWNER and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as OWNER'S professional engineering consultant and shall give consultation and advice to OWNER during the performance of ENGINEER'S services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

#### **SECTION 1 - AUTHORIZATION OF SERVICES**

- 1.1 Services shall be undertaken only upon written Authorization of OWNER and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

#### **SECTION 2 - BASIC SERVICES OF ENGINEER**

- 2.1 General
- 2.1.1 Perform professional design services as described in Exhibit A Scope of Basic Services, incorporated herein by reference.
- 2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others of types described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

#### **SECTION 3 - ADDITIONAL SERVICES OF ENGINEER**

#### 3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

#### 3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

#### 3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

#### 3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.

#### 3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

#### 3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

#### 3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

- 3.2 Resident Services During Construction
- 3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.
- 3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s') failure to perform the construction work in accordance with the Contract Documents.
- 3.3 Contingent Additional Services
- 3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.
- 3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:
- 3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.
- 3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
- 3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.
- 3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.
- 3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

- 3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.
- 3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- 3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.
- 3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.
- 3.3.9 Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where the ENGINEER is party thereto.
- 3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

#### **SECTION 4 - RESPONSIBILITIES OF OWNER**

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 4.1 Provide full information as to OWNER'S requirements for the Project.
- 4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.
- 4.3 Furnish ENGINEER services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.
- 4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.
- 4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.
- 4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

- 4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.
- 4.11 If ENGINEER'S standard bidding requirements, Agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.
- 4.12 ENGINEER makes no warranty, express or implied, that its design is free of errors or omissions. In no event shall ENGINEER be responsible for direct costs that OWNER would have incurred but for the ENGINEER's act, error, or omission.
- 4.13 Prior to commencement of the services, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

#### **SECTION 5 - PERIOD OF SERVICE**

- 5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.
- 5.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

#### **SECTION 6 - PAYMENTS TO ENGINEER**

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses a lump sum amount of **\$61,560** (Sixty-One Thousand Five Hundred & Sixty Dollars).

#### 6.2 Statements

Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER. Statements will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

#### 6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

#### 6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

#### **SECTION 7 - GENERAL CONSIDERATIONS**

#### 7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

Type of Coverage Limits of Liability

Workers' Compensation Statutory

Employers' Liability \$500,000 Each Accident

Commercial General Liability

Bodily Injury and \$1,000,000 Combined Single Limit

Property Damage

Automobile Liability:

Bodily Injury and \$1,000,000 Combined Single Limit

**Property Damage** 

Professional Liability: \$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

- 7.1.2. Construction Contractors shall be required to provide (or OWNER may provide) Owners' Protective Liability Insurance naming the OWNER as a Named Insured and the ENGINEER as an additional insured, or, to endorse OWNER and ENGINEER using ISO Form GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction Contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of ENGINEER in Section 7.1.1, above. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.
- 7.1.3. OWNER and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any construction Contractor's policy of insurance.

#### 7.2 Professional Responsibility

- 7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.
- 7.2.2 The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to Project completion. OWNER'S failure to properly operate and maintain the Project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.
- 7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

#### 7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

#### 7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

#### 7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

#### 7.6 Termination

- 7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the Terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.
- 7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

#### 7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

#### 7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

#### 7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

#### 7.10 Dispute Resolution

- 7.10.1 Scope of Section: The procedures of this Section 7.10 and it subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.
- 7.10.2 Exhaustion of Remedies Required: No arbitration may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Section 7.10. If timely Notice is given under Paragraph 7.10.3, but an arbitration is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

#### 7.10.3 Notice of Dispute

- 7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;
- 7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.
- 7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and the Mayor of the OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.
- 7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Harrison, Arkansas unless the parties mutually agree on another location.

#### 7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration

Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

- 7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.
- 7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Arkansas and each party expressly consents to jurisdiction therein.
- 7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.
- 7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.
- 7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

#### 7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

#### 7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and

expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

#### 7.14 Indemnification

- 7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.
- 7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.
- 7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.
- 7.14.4 If this Project involves construction, and ENGINEER does not provide engineering services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

#### 7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

#### 7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 7.17 Electronic Media

Any electronic media (computer disks, tapes, and similar items) furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part

of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

#### 7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

#### OWNER'S address:

Melissa McCarville
Business Manager
City of Farmington
354 W Main Street
PO Box 150
Farmington, AR 72730
479.267.3865
melissamccarville@cityoffarmington-ar.gov

#### ENGINEER'S address:

Steven Beam, PE
Business Manager
Burns & McDonnell
6576 Lynch's Prairie Cove, Suite B
Springdale, AR 72762
479-384-5091
srbeam@burnsmcd.com.

#### 7.19 Successor and Assigns

OWNER and ENGINEER each binds its self and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

#### 7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

#### 7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said

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purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

#### **SECTION 8 – LIMITATION OF LIABILITY**

- To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under this Agreement. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.
- 8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the <u>City of Farmington</u>, <u>Arkansas</u> by and through its <u>Mayor</u>, and Burns & McDonnell Engineering Company, Inc., by its authorized officer have made and executed this AGREEMENT as of the day and year first above written.

# THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

OWNER: City of Farmington, Arkansas		ENGINE Compa	EER: Burns & McDonnell Engineering ny, Inc.
Ву:	<del></del>	Ву:	So Bon
Name:	Ernie Penn	Name:	Steven Beam, P.E.
Title:	Mayor	Title:	Business Manager

# Agenda Item 16



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

#### Memo

To: Farmington City Council

Kelly Penn, City Clerk

From: Mayor Ernie L Penn

Re: State Aid City Street Fund Projects -----Resolution 2022-05---Acceptance of \$300,000 award

Date: February 14, 2022

#### Recommendation

City staff recommends approval of this request to accept \$300,000 for street improvements from State Aid Street Committee.

#### **Background**

Our City applied to the State Aid Street Committee for funds in 2020 to do an overlay project for Southwinds Road and Jim Brooks Road. Our initial request was not approved for 2021 funding. Our City received an approval letter dated December 10, 2021 for \$300,000 of State Aid City Street Funds to be used for Southwinds Road and Jim Brooks Road in 2022.

ArDot will oversee the bidding process, awarding of Bids and construction management for the project.

#### Discussion

We have been awarded money for street improvements from the State Aid Street Committee in previous years. If the award does not completely pay for the total costs of the projects, The State will allow the City of Farmington to pay for any additional expenses if necessary to complete the projects. This should be at a minimum expense to the City.

#### **Budget Impact**

None

# STATE AID CITY STREET PROGRAM PROJECT RESOLUTION RESOLUTION NO. 2022-05

#### A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FARMINGTON TO UTILIZE STATE AID STREET MONIES FOR THE FOLLOWING CITY PROJECT:

#### Farmington Overlay No. 2

WHEREAS, the City of FARMINGTON understands that State Aid Street Program funds are available for certain city projects at the following participating ratios:

Reconstruction/Resurfacing	Work Phase Preliminary Engineering	State Aid % 100%	<u>City %</u> -0-
Construction of City Projects	Right-of-Way	-0-	100%
	Utilities	-0-	100%
	Construction	100%	-0-
	Construction Engineering	100%	-0-
City projects programmed but not let to contract	All Phases	-0-	100%

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor, or his designee, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this city project.

SECTION III: The City agrees upon completion of the project to assume the maintenance of the right-of-way by City Forces and/or others including utilities and individuals in accordance with the prevailing Arkansas Department of Transportation regulations.

SECTION IV: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted the	s, day of,	2022.
	Mayor Ernie	Penn
ATTEST:		



# **Arkansas State Aid Street Committee**

PO. Box 38 • North Little Rock, Arkansas 72115-0038 Phone: (501) 569-2346 • Fax: (501) 569-2348 • www.CityStreet.ar.gov

STATE AID STREET COMMITTEE MEMBERS

> Jerry Boen CHAIRMAN Lamar

Doug Sprouse
VICE CHAIRMAN
Springdale

Crystal Marshall

Kurt Maddox Gravette

Shawn Gorham Rose Bud

Virginia Young

Harry Brown
Stephens

Allen Brown
Texarkana

Shawn Lane Yellville

STATE AID STREET PROGRAM ATTORNEY

Steve Napper

December 10, 2021

The Honorable Ernie Penn Mayor of Farmington P.O. Box 607 Farmington, Arkansas 72730

Dear Mayor Penn,

I am pleased to inform you that the State Aid Street Committee has approved your request for a project to overlay Southwinds Road & Jim Brooks Road. The project is approved for \$300,000 of State Aid City Street funds.

State Law requires that the Arkansas Department of Transportation (ARDOT) oversees the construction contract for City Street projects including contract procurement and construction management. Before advertising for construction bids, ARDOT will mail you a copy of the construction plans with a sample resolution for your City Council to pass supporting the project. If you have any questions about the construction contract, please contact ARDOT's State Aid Division at (501) 569-2346.

Sincerely,

Jerry Boen Chairman

c: ARDOT, State Aid Engineer ARDOT, District 4 Engineer



#### ARKANSAS DEPARTMENT OF TRANSPORTATION

## ARDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

STATE AID DIVISION

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2346 | Fax: 501.569.2348

January 13, 2022

The Honorable Ernie Penn Mayor of Farmington P.O. Box 607 Farmington, Arkansas 72730

> Job C72010 Elkins & Farmington Overlay No. 2 (S) Various City Streets Washington County

Dear Mayor Penn:

We are enclosing one set of plans on the above subject job.

These plans have been prepared generally in accordance with the items discussed and agreements reached. After review of these plans, please advise as soon as possible if you have any comments or suggestions. Your approval is requested.

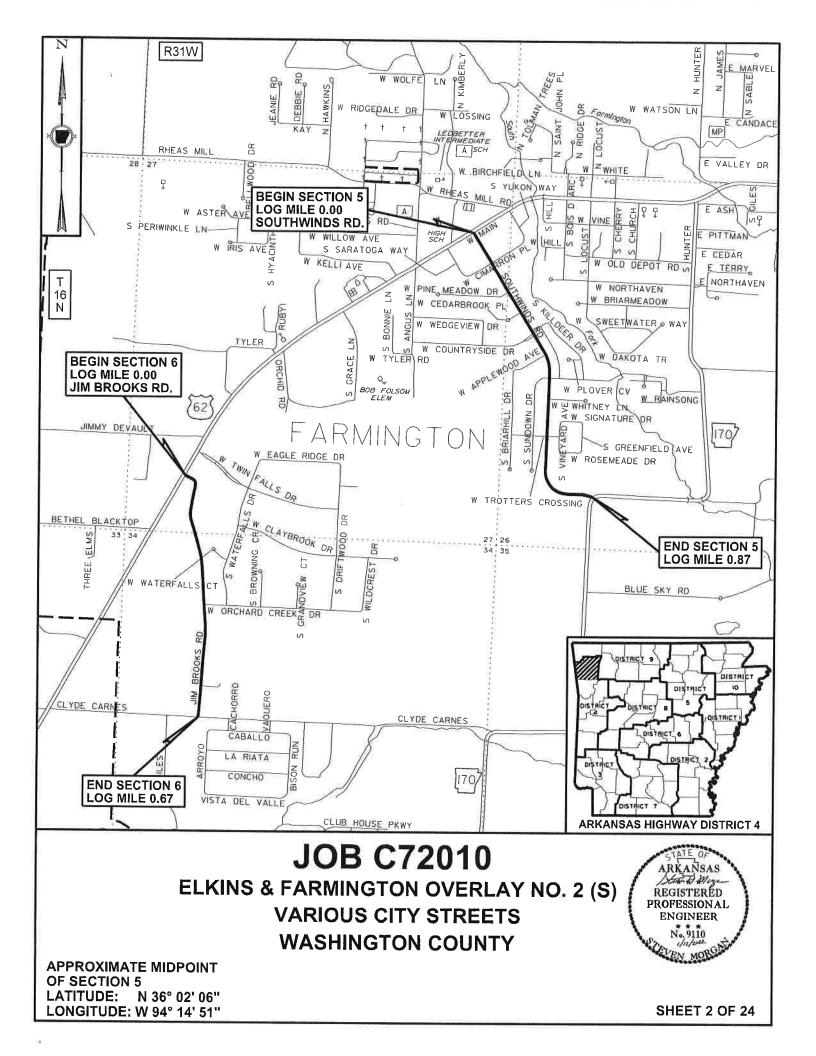
This project is funded with 100% State Aid City Street funds up to the maximum amount. In order to proceed, a resolution (sample enclosed) is required to be on file with the State Aid Division. Please return this resolution as soon as possible.

Sincerely,

Bryan Freeling
State Aid Engineer

Sten H. Muz

BEF:JB:caa
Enclosures



# Agenda Item 17

#### **RESOLUTION NO. 2022-06**

# A RESOLUTION WAIVING REQUIREMENTS OF COMPETITIVE BIDDING FOR THE PURCHASE OF ONE T66 T4 BOBCAT COMPACT TRACT LOADER AND ATTACHMENTS PURSUANT TO A.C.A. §14-58-303(b)(2)(B)

**WHEREAS**, Williams Tractor will offer a 43% discount and no shipping costs will be incurred; and

WHEREAS, purchasing from Williams Tractor allows for local routine maintenance and warranty work; and

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

**SECTION 1:** That due to the exceptional situation as described hereinabove, competitive bidding for the purchase of one (1) T66 T4 Bobcat Compact Tract Loader and associated attachments is deemed to be neither feasible nor practicable.

**SECTION 2:** That in accordance with A.C.A. §14-58-303(b)(2)(B), which states, "the governing body resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible nor practical", the City of Farmington, Arkansas, through its city council, is hereby authorized to purchase one (1) T66 T4 Bobcat Compact Tract Loader and associated attachments for a cost of \$89,819.40.

PASSED AND APPROVED this 14th day of February 2022.

	Ernie Penn, Mayor	
Kelly Penn, City Clerk		



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: Floyd Shelley, Public Works Manager Hour C. Shelley

Purchase T66 T4 Bobcat Compact Tract Loader with associated attachments in the amount of Re:

\$89,819.40 (see attached Product cost quotation)

Date: February 14, 2022

#### Recommendation

City staff recommends approval of this request

#### **Background**

In our budget planning for 2022, This equipment was identified and discussed and would be a tremendous asset to our capabilities for maintenance for our streets, parks and drainage. We allocated \$125,000 in our line item for new equipment and the cost will be below the line item budget by \$35,180.06 Floyd will explain all of the benefits of this equipment at the Council Meeting.

#### Discussion

We are requesting a waiver for competitive bidding because Bob Cat municipal discount program meets state law for purchasing equipment.

#### **Budget Impact**

\$89,819.40 budgeted item



#### **Product Quotation**

Quotation Number: 33631D033652

Date: 2022-01-07 13:39:22

Ship to	Bobcat Dealer	Bill To
Farmington arkansas farmington, AR 72735	Williams Tractor Inc,Fayetteville,AR 2501 SHILOH DRIVE P.O. BOX 1346 FAYETTEVILLE AR 72704-1346 Phone: (479) 442-8284 Fax: (479) 442-6013	Farmington arkansas farmington, AR 72735
	Contact: gary bramall Phone: (479) 442-8284 Fax: (479) 442-6013 Cellular: 479-841-7053 E Mail: gbramall@williamstractor.com	

Description	
T66 T4 Bobcat Com	pact Track Loader

74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow

Backup Alarm **Bob-Tach** 

Bobcat Interlock Control System (BICS)

Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt

Engine/Hydraulic Performance De-rate Protection

Glow Plugs (Automatically Activated)

Horn

Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.

Lift Arm Support

Power Bob-Tach

Premier Package Clear Side Enclosed Cab with HVAC Sound Reduction Touch Display with Radio & Display With Radio & Display With Radio & Display Bluetooth Heated Cloth Air Ride Suspension Seat Premium LED Lights Rear View Camera

Selectable Joystick Controls Soil Conditioner, 84-in Hydraulic Angle and Depth 68" Heavy Duty Bucket Bolt-On Cutting Edge, 68" 72" Root Grapple Sweeper Bucket 72" Kit Gutter Brush 4K Heavy Duty Pallet Fork Frame 48" 4K Heavy Duty Pallet Fork Teeth

Total of Items Quoted Dealer P.D.I.

Part No **Qty** Price Ea. **Total** M0349 \$64,232.00 \$64,232.00

Lift Path: Vertical

Lights, Front and Rear LED

Operator Cab

Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt

Roll Over Protective Structure (ROPS) meets SAE-J1040

and ISO 3471

Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available

through Bobcat Parts)

Parking Brake: Spring Applied, Pressure Released

(SAPR)

Solid Mounted Carriage with 4 Rollers

Tracks: Rubber, 12.6" Wide

Warranty: 2 years, or 2000 hours whichever occurs first

M0349-P10-C21 \$17,414.00 \$17,414.00 1 7-Pin Attachment Control High Flow Two-Speed

**Dual Direction Bucket Positioning** Automatic Ride Control

Reversing Fan

M0349-R01-C04	1	\$811.00	\$811.00
7135946	1	\$11,580.00	\$11,580.00
7272679	1	\$1,305.00	\$1,305.00
6718006	1	\$262.20	\$262.20
7165486	1	\$4,255.00	\$4,255.00
7405171	1	\$5,367.00	\$5,367.00
7419388	1	\$2,056.00	\$2,056.00
7294305	1	\$480.00	\$480.00
6540182	1	\$381.00	\$381.00

\$108,143.20 \$350.00

Print:	Sign: Date:	
Authorized Signat	ture:	
Customer Acc	eptance: Purchase Order:	
An prices subject to ch	ange without prior notice or obligation. This price quote supersedes all precedent	ling price quotes.
All priess subject to ab	ange without mice notice on chilesting. This spice and the limited and the spice and t	(f
Notes:		
Quote Total - US d	ollars	\$89,819.40
Discount	Municipal Discount	(\$38,931.55)
2 11112 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Brush Cutter	Ψ12,000.00
Other Charges:	72" Blue Diamond Extreme Duty Open Front High Flow	\$446.88 \$12,000.00
Other Charges: Other Charges:	84" Soil Conditioner surcharge 4 extra brushes for Gutter Attachment on Sweeper	\$858.09
Other Charges:	Root Grapple surcharge	\$315.32
Other Charges:	68" Heavy duty bucket surcharge	\$215.76
Other Charges:	72" sweeper surcharge	\$397.66
Other Charges:	\$3,783.29	
Dealer Assembly (	Charges	\$343.75
Freight Charges		\$1,897.00



#### **Product Quotation**

Quotation Number: 33631D033652

Date: 2022-01-07 13:39:22

Ship to	Bobcat Dealer	Bill To
Farmington	Williams Tractor Inc, Fayetteville, AR	Farmington
arkansas	2501 SHILOH DRIVE	arkansas
farmington, AR 72735	P.O. BOX 1346	farmington, AR 72735
	FAYETTEVILLE AR 72704-1346	<b>G</b> ,
	Phone: (479) 442-8284	
	Fax: (479) 442-6013	
	Contact: gary bramall	
	Phone: (479) 442-8284	
	Fax: (479) 442-6013	
	Cellular: 479-841-7053	
	E Mail:	
	gbramall@williamstractor.com	

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Backup Alarm Bob-Tach

Bobcat Interlock Control System (BICS)

Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt

Engine/Hydraulic Performance De-rate Protection

Glow Plugs (Automatically Activated)

Horn

Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.

Lift Arm Support

Premier Package

Clear Side Enclosed Cab with HVAC

Sound Reduction

Touch Display with Radio & Display Bluetooth Heated Cloth Air Ride Suspension Seat

Premium LED Lights Rear View Camera Power Bob-Tach

Selectable Joystick Controls

Soil Conditioner, 84-in Hydraulic Angle and Depth

68" Heavy Duty Bucket

--- Bolt-On Cutting Edge, 68"

72" Root Grapple Sweeper Bucket 72"

--- Kit Gutter Brush 4K Heavy Duty Pallet Fork Frame

--- 48" 4K Heavy Duty Pallet Fork Teeth

 Part No
 Qty
 Price Ea.
 Total

 M0349
 1
 \$64,232.00
 \$64,232.00

Lift Path: Vertical

Lights, Front and Rear LED

Operator Cab

Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt

Roll Over Protective Structure (ROPS) meets SAE-J1040

and ISO 3471

Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available

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Two-Speed

**Dual Direction Bucket Positioning** 

Automatic Ride Control

Reversing Fan

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Total of Items Quoted Dealer P.D.I.

\$108,143.20 \$350.00

Freight Charges		\$1,897.00
Dealer Assembly Cha	urges	\$343.75
Other Charges:	T66 Surcharge	\$3,783.29
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Other Charges:	84" Soil Conditioner surcharge	\$858.09
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Other Charges:	72" Blue Diamond Extreme Duty Open Front High Flow	\$12,000.00
	Brush Cutter	
Discount	Municipal Discount	(\$38,931.55)
Quote Total - US doll	ars	\$89,819.40

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order:
Authorized Signature:  Print: ERNIE L PENN	Sign: Eucle Date: 1-10-2022

# Informational Items



354 W. Main Street P.O. Box 150 Farmington, AR 72730 479-267-3865 479-267-3805 (fax) City Business Manager Report February 2022 City Council Meeting

- Anniversaries include: John Collins (6), Tarone Mahone (5), Marie Ingersoll (2), Josh Howerton (2), Keith Andrews (3), Tanner Denham (3), Aaron Spahn (3) and Dillon Jones (3) have work anniversaries this month; thank them for their service.
- We plan to continue to hold our public meetings through Zoom. If you or your constituents have questions about logging in, the information is on our Facebook page and website. If they call the office we can give them the information also.
- We will be requesting redistricting advice from NWARPC. They have assisted us in the past. We are waiting on final information.
- We have been awarded a State Aid to Cities Grant that will help with overlay for Southwinds and Jim Brooks Road.
- The planning commission is reviewing several issues that will come to you as amended ordinances. Tonight the sidewalk ordinance is on the agenda.
- The Arkansas Municipal League has adjusted the dates for their winter conference. Please check your City & Town magazine for details. There is also information on the AML website.
- We've had several employees out with COVID since around Christmastime. We continue to follow the ever changing protocol outlined by the CDC.

"Winning doesn't always mean being first. Winning means you're doing better than you've ever done before.
- Bonnie Blair, American speed skater and five-time gold medalist

#### WASHINGTON COUNTY DISTRICT COURT FARMINGTON DEPARTMENT MONTHLY DISTRIBUTION WORKSHEET JANUARY 2022

Check 1	Dept. of Finance and Administration		for Che				Chk# 2196
Check 2	General Fund		for Che		\$	1,814.85	Chk# 2197
Check 3	Washington County Treasurer (Act 1256)	Total	for Che	ck 3	\$	1,532,75	Chk# 2198
Total Che	cks Admin of Justice						\$4,805.00
Check 4	Administration of Justice Fund						
	CCCR- Court Cost-Criminal				\$	945.00	1
	CCDWI-Court Cost DWI				\$	1,045.00	
	CCTR- Court Cost-Traffic				\$		İ
	CCTRO- Court Cost-Traffic Ordinance				\$	1,075.00	
	CCFTPI - Court Cost Insurance				\$	115.00	
		r Check 4	Ch	k# 376	7		\$4,805.0
Check 5	General Fund						
	FINE- Fines Collected				\$	6,625.00	
	WF - Warrant Fee				\$	140.00	
	Appeal Transcript Fees				\$	50.00	
	FTPRFL-FTPR+60 Days Fines-Local				\$	470.00	
	NLIFL-No Liability Ins. Fines-Local				\$	260.00	
		r Check 5	Chk#	3768			\$7,545.0
Check 6	Court Automation Fund						
	CFEE-Local Court Automation				\$	837.50	
		Check 6	Chk#	3769			\$837.5
Check 7	Department of Finance & Administration						
	CFEES - State Court Automation Fee				\$	847.50	
	CVCF - Child Victim Crime Fee (5-4-703(a))				\$	35.00	
	DCSAF - Drug Crime Special Assess Fee				\$	15.00	
	DVPFF - Domestic Violence Peace Fund Fee				\$	15.00	
	DVSFF - Domestic Violence Shelter Fund Fee				\$	25.00	
	NIFS - New Installment Fee - State	Check 7	Chk#	2770	\$	1,685.00	\$2,622.5
Check 8	Arkansas State Treasury	CHECK 7	Clik#	3110			\$2,022.5
HATCH THE STATE OF	MVLF- Motor Vehicle Liability Fine		_		18	60.00	
		Check 8	Chk#	3771	1.	00.00	\$60.0
Check 9	Washington County Treasurer	-110-011-0					7,000
100000000000000000000000000000000000000	JBAF - Jail Booking and Admin Fee				\$	40.00	
	CJF - County Jail Fee				\$	1,085.00	
	Total for	Check 9	Chk#	3772	-		\$1,125.0
Check 10	RF - Restitution Fee						
	Amanda Leigh Hoskins /Kimberly Meyer CR-19-87	73			\$	25.00	
	Total for	Check 10	Chk#	3773			\$25.0
Check 11	RF - Restitution Fee						
	City of Farmington / Joseph Stewart OR-20-126				\$	8,379.37	
	Total for	Check 11	Chk#	3774			\$8,379.3
Check 12	RF - Restitution Fee						
	Bail Bond Project/ Natasha Davis CR-22-38				\$	810.00	
		Check 12	Chk#	3775	-		\$810.0
Check 13	RDF - Refund Due Payer						
	Fabian Mata- Casillas TR-21-195				\$	145.00	
		Check 13	Chk#	3776			\$145.0
	RDP - Refund Due Payer						
Check 14	Caitlyn Marie Carlson TR-21-422				\$	295.00	
Check 14	The state of the s						
Check 14	The state of the s	Check 14	Chk#	3777			\$295.0
Check 14	The state of the s	Check 14		3777 Month			\$295.0 \$26,649.3

Frule Penn, Mayor Date

# Fire Department



#### Feb. 2022 Monthly Report for the Mayor and City Council

#### Information:

- Vol. Firefighter Rudy Ayala passed his EMT exam.
- The vehicle exhaust system at Station 1 is operational.
- Presented Stop the Bleed training to students at Farmington High School.

### Farmington Fire Department

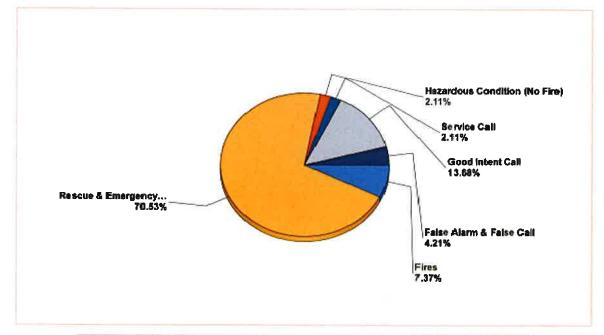
Farmington, AR

This report was generated on 2/3/2022 7:21:18 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2022 | End Date: 01/31/2022





MAJOR INCIDENT TYPE	#INCIDENTS	% of TOTAL
Fires	7	7.37%
Rescue & Emergency Medical Service	67	70.53%
Hazardous Condition (No Fire)	2	2.11%
Service Call	2	2.11%
Good Intent Call	13	13.68%
False Alarm & False Call	4	4.21%
TOTAL	9/5	100%

# Fire Department



## **Farmington Fire Department**

Farmington, AR

This report was generated on 2/3/2022 7:23:40 AM

Training Code(s): All Training Codes | Start Date: 01/01/2022 | End Date: 01/31/2022

Code Hours Summary per Training Code For Date Range

Total Hours for Training Code: Apparatus Driving Simulator	4:30
Total Hours for Training Code: Apparatus Operator: Pumper Skills	8:00
Total Hours for Training Code: Carbon Monoxide Release	3:00
Total Hours for Training Code: Care of Apparatus and Equipment	79:30
Total Hours for Training Code: Crew Resource Management	3:00
Total Hours for Training Code: EMS - BCLS	64:00
Total Hours for Training Code: EMS CEU'S	62:00
Total Hours for Training Code: Evaluation and Discipline	1:00
Total Hours for Training Code: Fire Ground Health and Safety	49:00
Total Hours for Training Code: Fire Inspections	6:00
Total Hours for Training Code: Fire Prevention Codes	3:00
Total Hours for Training Code: Fire Pumps	9:00
Total Hours for Training Code: Firefighting Tactics	3:00
Total Hours for Training Code: Firefighting Tools	4:30
Total Hours for Training Code: Forcible Entry	6:00
I olal Hours for Training Code: Handling Problems, Conflicts, and Mistakes	17:30
Total Hours for Training Code: Hazmat Refresher	4:00
Total Hours for Training Code: Hose Practices	61:00
Total Hours for Training Code: Ladder Practices	12:00
Total Hours for Training Code: Leading the Fire Company	1:00
Total Hours for Training Code: Management Concepts	7:00
Total Hours for Training Code: Managing Incidents	1:00
Total Hours for Training Code: Map and Territory Study	35:00
Total Hours for Training Code: Monitoring Equipment	10:00
Total Hours for Training Code: Nozzela and Appliances	4:30
Total Hours for Training Code: Portable Extinguishers	3:00
Total Hours for Training Code: Pre-Fire Planning	18:00
Total Hours for Training Code: Principles of Supervision	4:00
Total Hours for Training Code: Radio Communications	3:00
Total Hours for Training Code: Rapid Intervention Crew Certification Course	6:00
Fotal Hours for Training Code: Required Recruit Training	14:00
Total Hours for Training Code: Rescue: Equipment and Procedures	3:00
Total Hours for Training Code: Ropes and Knots	6:00
Folal Hours for Training Code: RT: Swiftwater Course	3:00
Total Hours for Training Code: Rules and Regulations	2:00
Folal Hours for Training Code: Salvage and Overhaul	3:00
Fotal Hours for Training Code: SCBA	52:30

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to



Total Hours for Training Code: Scenario	3:00	
Total Hours for Training Code: Sprinklers and Standpipes		3:00
Totals for all selected Training Codes 1/1/2022 - 1/31/2022	29 personnel	582:00

# **Farmington Police Dept.**

Offenses for Month 1/2021 and 1/2022

2/1/2022 6:11:54 AM

	2021	2022
AGENCY ASSIST		
	2	0
AGGRAVATED ASSAULT		
	1	0
ANY PARENT WHO PERMITS A CHILD TO	ENGAGE IN SEXUAL EXPLICIT CONDU	ICT
	0	1
ASSAULT ON FAMILY OR HOUSEHOLD M	EMBER - 3RD DEGREE / APPREHENSIO	N OF IMMINE
	1	0
BATTERY - 3RD DEGREE / PURPOSE OF G	CAUSING INJURY, CAUSES INJURY	
filesmin s	1	0
Breaking or Entering/Vehicle		
	0	1
BURGLARY, RESIDENTIAL		
	0	1
CARELESS DRIVING		
	1	2
CONTEMPT		
	22	21
CRIMINAL MISCHIEF - 1ST DEGREE PRO		
	3	0
CRIMINAL MISCHIEF - 1ST DEGREE / PR		
1-1-5	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / PL		
- I i - Timikan si	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / RE		
THE PERSON NAMED OF THE PE	2	1
DOMESTIC BATTERING - 3RD DEGREE /		
The boundary of the beautiful of the bea	1	2
Orivers License Required	•	2
	0	1
DRIVING ON SUSPENDED LICENSE	0	1
A STATE OF SOME ENDED ENGLISE	3	4
OWI (UNLAWFUL ACT)		1
	4	2
NDANGER WELFARE OF MINOR- 2ND DE	4	3
TO STORE WELL ARE OF PILHOR- 2ND DE		
Excess Speed	1	0
.Acess speed	1	0

	2021	2022
	28	23
Failure to Pay Registration/No Vehicle License		
1111	1	1
FALSE IMPRISONMENT IN THE FIRST DEGREE		
Fictitious Tags	1	0
ictitious rays	1	
FLEEING		0
	1	0
HARASSING COMMUNICATIONS / TELEPHONE, TELEG		
	0	1
Ignition Interlock Devices Violation		
	0	1
Improper Lane Change/Use		
	1	0
Info Only		
	0	1
Interference with Emergency Communication/1st dgr	ee/disables communicat	ion
	1	0
Leaving Scene of Accident/Property Damage		
	3	1
Left of Center		
The state of the s	2	1
No Proof Insurance		
	2	0
DBSTRUCTING GOVERNMENTAL OPERATIONS / OBST		
COSCECCION OF A CONTROLLER GURGESTAND	1	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJU		
POSSESSION OF DRUG PARAPHERNALIA	7	0
OSSESSION OF DRUG PARAPHERNALIA	•	
POSSESSION OF DRUG PARAPHERNALIA - FELONY	8	0
SSEEDS OF BROG PARAPHERNALIA - FELONY	2	
POSSESSION OF FIREARM BY CERTAIN PERSONS	2	0
THE PERSONS	0	1
POSSESSION OF METH OR COCAINE GT 2GM BUT LT 10	_	1
	1	0
POSSESSION OF METH OR COCAINE LT 2GM		
and a firm the state of the sta	3	0
OSSESSION OF SCH VI WITH PURPOSE TO DELIVERY	-	
	2	0
UBLIC INTOXICATION / DRINKING IN PUBLIC		
	0	1
ECKLESS DRIVING		
	1	1
EXUAL INDECENCY WITH A CHILD		
Copyright Relativity Inc.© - RPS(Relativity Public Safety)		2 of 3
2/1/2022 6:11:54 AM		

	2021	2022
	0	1
SIMULTANEOUS POSSESSION OF DRUGS A	ND FIREARMS	
	1	0
THEFT \$1,000 OR LESS - ALL OTHERS		
	2	0
THEFT \$1,000 OR LESS - FROM VEHICLE		
	0	2
THEFT \$5,000 OR LESS BUT GREATER THAI	N \$1000 - ALL OTHERS	
	1	0
THEFT BY RECEIVING		
	1	0
THEFT OF A FIREARM VALUED AT LESS THA	AN \$2,500	
	1	0
THEFT OF PROPERTY / ALL OTHER		
	1	1
THEFT OF VEHICLE VALUED AT \$5,000 OR I	LESS BUT GREATER THAN \$1,000	
	1	1
UNATTENDED DEATH/NATURAL CAUSES		
	0	1
UNEMPLOYMENT FRAUD		
	2	0
VIDEO VOYEURISM - RESIDENCE, BUSINES		
	1	0
VIOLATION OF IMPLIED CONSENT		
	3	1
Totals:		
	124	75

JANUARY	Citation	Warning	Warrant	Total	
Bertorello - James	0	0	3	3	
Bocchino - Justin	2	0	0	2	
Burnett - Nicholas	0	0	1	1	
Cavin - James	0	2	0	2	
Cooper - Jason	9	0	2	11	
Howerton - Joshuah	4	0	0	4	
Mahone - Taron	6	0	1	7	
Stine - Jacob	3	1	0	4	
Talley - Taylor	1	5	0	6	
Virgin - Billie	0	0	2	2	
<u>Totals</u>	<u>25</u>	<u>8</u>	<u>9</u>	<u>42</u>	



# Permit Report

01/01/2022 - 01/31/2022

		Construction				Pennsylvania		
\$883.00	241,000	Riggins	New House	New	Building	251	1/28/2022 251	6000
	0						1/28/2022	6001
÷	0,000	Electric	tree house			Springs		
\$35 00 100 ×35	5 000	McCarthy	Electric for	New	Electric	1/28/2022 321 Double	1/28/2022	6002
\$25.00	216,000	Riverwood	Reinspection fee	New	Bullding	1/28/2022 215 Nightrali	1/28/2022	7000
		Homes					1 /20 /2022	2007
\$25.00	250,000	Riverwood	New House	New	Building	1/28/2022 256 Nightfall	1/28/2022	6005
		Homes						
\$865.00	235,000	Trademark	New House	New	Building		1/28/2022 327	6006
		Construction				nsylvania		
\$880.00	240,000	Riggins	New House	New	Building		1/28/2022 220	6007
		Construction						
\$862.00	234,000	Riggins	New House	New	Building		1/28/2022 228 Idaho	6008
		Construction						
\$880.00	240,000	Riggins	New House	New	Building		1/28/2022 240 Idaho	6009
		Construction						
\$922.00	254,000	Riggins	New House	New	Building	252 Idaho	1/28/2022 252 Idaho	6010
		Construction						
\$883.00	241,000	Riggins	New House	New	Building	1/28/2022 235 New York	1/28/2022	6011
•	,	Construction				Pennsylvania		
\$826.00	222,000	Riggins	New House	New	Building	233	1/28/2022 233	6012
		Construction				Pennsylvania		
\$826.00	222,000	Riggins	New House	New	Building	260	1/28/2022 260	6013
1		Construction				Pennsylvania		
\$919.00	253,000	Riggins	New House	New	Building	257	1/28/2022	6014
-		Construction				Pennsylvania		
\$880.00	240,000	Riggins	New House	New	Building	238	1/28/2022 238	6015
1	,	and Air	house			Lane		
\$80.00	13,714	Morrow Heat	HVAC for new	New	Mechanical	3411 Eliza	1/31/2022 3411	6016
	Labor		of Work	Work				
Total Fees	Material &	Contractor	Description	Type of	Permit Type	Site Address	Permit Date	Permit #

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\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 367 Cloudy	1/25/2022	5984
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/26/2022 371 Cloudy	1/26/2022	5985
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/26/2022 375 Cloudy	1/26/2022	5986
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/26/2022 379 Cloudy	1/26/2022	598/
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/26/2022 383 Cloudy	1/26/2022	5988
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/26/2022 387 Cloudy	1/26/2022	5989
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/26/2022 391 Cloudy	1/26/2022	5990
\$826.00	222,000	Riggins Construction	New House	New	Building	221 Pennsylvania	1/27/2022 221 Pen	5993
\$874.00	238,000	Trademark	New House	New	Building	396	1/27/2022 396	5994
\$859.00	233,000	Trademark Homes	New House	New	Building	1/27/2022 39 Chickasaw	1/27/2022	5995
\$1,258.00	366,000	Marta Home Builders	New House	New	Building	1/27/2022 10742 Garland McKee	1/27/2022	5996
\$190.00	35,600	Atlantic Key Energy	Addition of solar panels	Addition	Building	1/27/2022 76 Periwinkle	1/27/2022	5997
\$75.00	12,749	Franklin Heating and Air	HVAC change out	Repair	Mechanical	1/2//2022 8/ Hawkins	1/2//2022	5998
\$60.00	9,145	Jerry's Plumbing		New	Plumbing/Gas	1/28/2022 256 Nightfall	1/28/2022	5999

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				ľ				
\$65.00	11,000	Anderson Heating and	Mechanical for duplex	New	Mechanical	1/25/2022 311 Cloudy	1/25/2022	5972
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 315 Cloudy	1/25/2022	5973
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 319 Cloudy	1/25/2022	5974
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 323 Cloudy	1/25/2022	5975
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 327 Cloudy	1/25/2022	5976
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 331 Cloudy	1/25/2022	5977
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 335 Cloudy	1/25/2022	5978
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 347 Cloudy	1/25/2022	5979
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 351 Cloudy	1/25/2022	5980
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 355 Cloudy	1/25/2022	5981
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 359 Cloudy	1/25/2022	5982
\$65.00	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 363 Cloudy	1/25/2022	5983

		All						
	7,200	Anderson Heating and	HVAC system for new house	New	Mechanical	1/25/2022 17 Loveland	1/25/2022	5959
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 80 Loveland	1/25/2022	5960
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 82 Loveland	1/25/2022	5961
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 84 Loveland	1/25/2022	5962
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 86 Loveland	1/25/2022	5963
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 90 Loveland	1/25/2022	5964
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 94 Loveland	1/25/2022	5965
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 96 Loveland	1/25/2022	5966
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 303 Cloudy	1/25/2022	5967
	11,000	Anderson Heating and Air	Mechanical for duplex	New	Mechanical	1/25/2022 307 Cloudy	1/25/2022	5968
	226,000	Riverwood Homes	Reinspection fee	New	Building	1/25/2022 227 Nightfall	1/25/2022	5969
\$958.00	266,000	Riverwood Homes	ιυ	New	Building	1/25/2022 422 Emerald Woods	1/25/2022	59/0
	7,203	Electro Craft	Electric for new house	New	Electric	322 Tyler		5971

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5945	5045	594/	5948	5949	5950	5951	5952	5953	5954	5955	5956	5957	3930
1/24/2022	7/24/2022	1/24/2022	1/24/2022	1/25/2022	1/25/2022	1/25/2022	1/25/2022	1/25/2022	1/25/2022	1/25/2022	1/25/2022	1/25/2022	707/67/1
1/24/2022 16 Loveland	1/24/2022 390 Tyler	1/24/2022 439 Tyler	1/24/2022 256 Nightfall	1/25/2022 334 Tyler	1/25/2022 384 Tyler	1/25/2022 14 Loveland	1/25/2022 12 Loveland	1/25/2022 10 Loveland	1/25/2022 8 Loveland	1/25/2022 9 Loveland	1/25/2022 11 Loveland	1/25/2022 13 Loveland	1/ 22/ 202 (22 / 12
Mechanical	Electric	Electric	Electric	Electric	Electric	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical
New	New	New	New	New	New	New	New	New	New	New	New	New	New
for new house	new house	Electric for new house	Electric for new house	Electric for new house	Electric for new house	HVAC system for new house	HVAC system for new house	HVAC system for new house	HVAC system for new house	HVAC system for new house	HVAC system for new house	HVAC system for new house	for new house
Anderson Heating and Air	Fast Electric	Fast Electric	Fast Electric	Fast Electric	Fast Electric	Anderson Heating and Air	Anderson Heating and Air	Anderson Heating and Air	Anderson Heating and Air				Anderson Heating and Air
7,200	4,900	4,900	5,000	4,800	4,800	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200
\$50.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

	Air						
ρn	Anderson Heating and	HVAC for new house	New	Mechanical	1/21/2022 217 New York   Mechanical	1/21/2022	5933
nd.	Anderson Heating and Air	HVAC for new house	New	Mechanical	282 Pennsylvania	1/21/2022 282 Pen	5934
<u>a</u>	Anderson Heating and Air	HVAC for new house	New	Mechanical	263 Pennsylvania	1/21/2022	5935
JG	Anderson Heating and Air	HVAC for new house	New	Mechanical	215 Pennsylvania	1/21/2022 215 Pen	5936
JG	Anderson Heating and Air	HVAC for new house	New	Mechanical	1/21/2022 285 New York	1/21/2022	5937
В	Anderson Heating and Air	HVAC for new house	New	Mechanical	1/21/2022 217 Idaho	1/21/2022	5938
ind.	Anderson Heating and Air	HVAC for new house	New	Mechanical	1/21/2022 247 New York	1/21/2022	5939
and _	Anderson Heating and Air	HVAC for new house	New	Mechanical	1/21/2022 529 Grace	1/21/2022	5940
nd	Anderson Heating and Air	HVAC system for new house	New	Mechanical	1/24/2022 28 Loveland	1/24/2022	5941
<u> </u>	Anderson Heating and Air	HVAC system for new house	New	Mechanical	1/24/2022 26 Loveland	1/24/2022	5942
۵	Anderson Heating and Air	HVAC system for new house	New	Mechanical	1/24/2022 22 Loveland	1/24/2022	5943
<u> </u>	Anderson Heating and Air	HVAC system for new house	New	Mechanical	1/24/2022 18 Loveland	1/24/2022	5944

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5919	5920	5922	5923	5924	5925	5926	5927	5929	5930	5931	7372
1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/ 21/ 2022
1/21/2022 338 Canada	1/21/2022 363 Canada	1/21/2022 350 Canada	1/21/2022 362 Canada	1/21/2022 365 Taverner Crossing	1/21/2022 401 Canada	1/21/2022 531 Goose Crossing	1/21/2022 387 Canada	1/21/2022 550 Goose Crossing	1/21/2022 379 Taverner	1/21/2022 565 Goose Crossing	1/ 51/ 5055 5/0 Iddil0
Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical
New	New	New	New	New	New	New	New	New	New	New	New
HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	house
Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson Heating and Air
7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200
\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

	Ï	Î					T				1
590/	5908	5909	5910	5911	5912	5913	5914	5915	5916	5917	5918
1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022	1/21/2022
1/21/2022 374 Taverner	1/21/2022 348 Taverner	1/21/2022 406 Cackling Bend	1/21/2022 527 Goose Crossing	1/21/2022 320 Canada	1/21/2022   535 Goose   Crossing	1/21/2022   530 Goose   Crossing	1/21/2022 388 Cackling Bend	1/21/2022 372 Canada	1/21/2022 326 Canada	1/21/2022 370 Taverner	1/21/2022 412 Cackling Bend
Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical	Mechanical
New	New	New	New	New	New	New	New	New	New	New	New
HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house	HVAC for new house
Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and Air	Anderson's Heating and	Anderson's Heating and	Anderson's Heating and Air	Anderson's Heating and	Anderson's Heating and Air	Anderson's Heating and	Anderson's Heating and Air
7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200
\$50.00	\$40.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

		Cooming							
		Heating and	house						
\$70.00	11,500	Doyle's	AC for new	New	Mechanical	1/18/2022 571 Briarwood	1/18/2022	5893	
\$25.00	269,000	Riverwood Homes	Reinspection fee	New	Building		1/18/2022 408 Tyler	5054	
\$520.00	120,000	Hill Electric	Electric for infill	New	Electric	<del>S</del>	1/19/2022 140 Sour	5895	
\$535.00	125,000	Coyle Enterprises, Inc	Build out suite 5	New	Building	thwinds	1/19/2022 140 Sou	5896	
\$40.00	6,025	Comfort heat and air	HVAC for new house	New	Mechanical	JNICKASAW	7702/61/1	209/	
\$40.00	6,025	Comfort Heat and Air		New	Mechanical	Wyandotte	1/10/2022	5007	
\$40.00	6,025	Comfort Heat and Air		New	Mechanical	Wyandotte	1/19/2022 315 Wya	5899	
\$20.00	900	Utopia Remodel	٦	Alteration	Electric	Springs	7707/61/1	7000	
\$40.00	6,000	R and Jess Electric		New	Electric	1/21/2022 /6 Loveland	7702/12/1	2000	
\$50.00	/,200	Heating and Air	house			Crossing	1 /21 /2020	5001	
\$50.00	7,200	Heating and Air	house	New	Mechanical	Crossing 1/21/2022 546 Goose	1/21/2022	5902	
\$50.00	7,200	Anderson's Heating and Air	house	New W	Mechanical	Crossing  1/21/2022 569 Goose	1/21/2022	5903	
\$50.00	7,200	Anderson's Heating and Air	HVAC for new house	New	Mechanical	1/21/2022 332 Canada	1/21/2022	5904	
\$50.00	7,200	Anderson's Heating and Air	HVAC for new house	New	Mechanical	1/21/2022 344 Canada		5906	

			ludidue					
			detached					
\$55.00	900	Home Owner	tric for	New	Electric	1/13/2022 88 Kimberly	1/13/2022	5875
\$25.00	264,000	Riverwood Homes	fee	New	Guining		1/ 13/2022 +30   Yiel	
		Homes	Tee		7 L:		1/13/2022	5076
\$25.00	266,000	Riverwood	Reinspection	New	Building		1/13/2022 402 Tyler	5878
\$25.00	281,000	fee Mr. B's	reinspction fee	New	Building	ma	1/14/2022	58/9
\$883.00	241,000	Riggins Construction	New House	New	Building		1/14/2022	5881
\$1,087.00	309,000	Riverwood Homes	New House	New	Building	"	1/14/2022	5882
\$994.00	278,000	Riverwood Homes	New House	New	Building	1	1/14/2022	5883
\$1,087.00	309,000	Riverwood Homes	New House	New	Building	1/14/2022 440 Emerald Woods	1/14/2022	5884
\$1,682.00	541,000	Monument Builders, LLC	New House	New	Building	1/18/2022 12328 Clyde Carnes	1/18/2022	5885
\$135.00	25,000	Atlantic Key Energy		Addition	Building	11651 East Creek	1/18/2022	5886
\$60.00	10,000	Home Owner	New Greenhouse	New	Building	1/18/2022 11953 Clyde Carnes	1/18/2022	7887
\$40.00	5,911	Electro Craft	Electric for new house	New	Electric	1/18/2022 233 Nightfall	1/18/2022	5888
\$30.00	4,000	Riverwood Homes	Electric for new house	New	Electric	346 Tyler	1/18/2022 346 Tyler	5889
\$70.00	11,500	Doyle's Heating and Cooling	HVAC for new house	New	Mechanical	1/18/2022 545 Briarwood Mechanical	1/18/2022	5890
\$70.00	11,500	Doyle's Heating and Air	HVAC for new house	New	Mechanical	1/18/2022 583 Briarwood Mechanical	1/18/2022	5891
\$85.00	14,800	Doyle's Heating and Cooling	HVAC for new house	New	Mechanical	1/18/2022 557 Briarwood Mechanical	1/18/2022	5892

		Plumbing	new house					
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	1/10/2022 39 Chickasaw	1/10/2022	5853
-		Plumbing	new house			Wyandotte		
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	1/10/2022 373	1/10/2022	5854
-	,	Plumbing	new house			Wyandotte		
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	363	1/10/2022	5855
		Plumbing	new house			Wyandotte		
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	1/10/2022 357	1/10/2022	5856
		Plumbing	new house			Wyandotte		
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	327	1/10/2022	5857
,		Plumbing	new house			Wyandotte		
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	321	1/10/2022	5858
		Plumbing	new house			Wyandotte		
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	315	1/10/2022 315	5859
		Plumbing	new house			Wyandotte		
\$50.00	7,900	American	Plumbing for	New	Plumbing/Gas	307	1/10/2022 307	5860
		Construction				Stevens		
\$610.00	150,000	Golden Key	Pool house	New	Building	1/10/2022 117 Wesley	1/10/2022	5862
	,		bathroom			Southwinds		
\$35.00	5,000	KMS	Relocating	Alteration	Plumbing/Gas		1/11/2022	5863
		Mechanical				House		
\$60.00	10,000	Kimbel	for new	New	Mechanical	1/11/2022 11465 Club	1/11/2022	5867
		and Air	house					
\$35.00	4,470	Anderson Heat	HVAC for new	New	Mechanical	1/11/2022 543 Grace	1/11/2022	5868
			new house			Crossing		
\$30.00	4,000	Fast electric	Electric for	New	Electric	1/12/2022 526 Goose	1/12/2022	5869
-	,		new house			Crossing		
\$30.00	4,000	Fast electric	Electric for	New	Electric	1/12/2022 349 Taverner	1/12/2022	5870
			new house					
\$30.00	4,000	Fast electric	Electric for	New	Electric	1/12/2022 387 Canada	1/12/2022	5871
-	,		new house			Dawn		
\$35.00	4,800	Fast electric	Electric for	New	Electric	1/12/2022 253 Amber	1/12/2022	5872
-		Homes	fee					
\$25.00	261,000	Riverwood	Reinspection	New	Building	426 Tyler	1/12/2022 426 Tyler	5873
# CO	10,000	(	Garage		,			
\$105.00	18.500	Home Owner	Detached	New	Building	1/13/2022 88 Kimberly	1/13/2022	5874

			house			WOODS		
\$35.00	4,472	Air Control	for new	New	Mechanical	erald	1/7/2022	5834
\$35.00	4,472	Air Control	HVAC for new house	New	Mechanical	Woods		Jour
			house			Woods		F03F
\$45.00	6,182	Air Control	for new	New	Mechanical	344 Emerald	1/7/2022	5836
\$40.00	5,001	Air Control	house	New	ויופכוומווונמו	Woods	1//5055	
						214 Emarald	1/7/2022	5837
\$45.00	6,182	Air Control	for new	New	Mechanical	308 Emerald	1/7/2022	5838
\$40.00	5,001	Air Control	HVAC for new house	New	Mechanical	Woods		J017
			house			Woods		E020
\$35.00	4,403	Air Control	for new	New	Mechanical	416 Emerald	1/7/2022	5840
	0/201					Woods		
\$45 00	6.187	Air Control	for new	New	Mechanical	332 Emerald	1/7/2022	5841
\$35.00	4,472	Air Control	house	New	Mechanical	Woods	1///2022	7107
			house			SDOOM		5000
\$35.00	4,281	Air Control	for new	New	Mechanical	1/7/2022 408 Emerald	1/7/2022	5843
0	11/000	and Air						
\$70.00	12,000	Anderson Heat	HVAC for new	New	Mechanical	1/7/2022 424 Windgate	1/7/2022	5845
00.00	10,000	and Air						
00 08	13 500	Anderson Heat	HVAC for new	New	Mechanical	1/7/2022 432 Windgate	1/7/2022	5846
		and Air						
\$70.00	12,000	Anderson Heat	HVAC for new	New	Mechanical	1/7/2022 440 Windgate	1/7/2022	5847
1		and Air						
\$70.00	12,000	Anderson Heat	HVAC for new	New	Mechanical	1/7/2022 446 Windgate	1/7/2022	5848
-		and Air	house					
\$80.00	13,500	Anderson Heat	HVAC for new	New	Mechanical	1/7/2022 454 Windgate	1/7/2022	5849
-		and Air	house					
\$70.00	12,000	Anderson Heat	HVAC for new	New	Mechanical	1/7/2022 460 Windgate	1/7/2022	5850
-								
\$30.00	3,903	Air Control	HVAC for new	New	Mechanical	1/10/2022 209 Nightfall	1/10/2022	5851
-	. /	Plumbing						
\$50.00	7.900	American	Plumbing for	New	Plumbing/Gas	1/10/2022 43 Chickasaw	1/10/2022	5852

# Page: 13 of 15

			110000					
\$40.00	5,716	Electro Craft	Electric for	New	Electric	1///2022 215 Nightfall	1///2022	5815
-			new house				· i	
\$45.00	6,013	263-2767	Electric for	New	Electric	1/7/2022 227 Nightfall	1/7/2022	5816
-(			new house					
\$45.00	6.383	Electro Craft	Electric for	New	Electric	1/7/2022 250 Nightfall	1/7/2022	5817
ę. 	1,000	י מטר דוכניות	new house					
# SE OO	4 800	Fact Flortric	Flectric for	New	Electric	1/7/2022 402 Tyler	1/7/2022	5818
\$45.00	6,182	Air Control	for new	New	Mechanical	7//2022 202 MBHIGH	1///2022	7017
			_		No.	שלים אוויבראליוו	1 /7 / 70 70 70 70 70 70 70 70 70 70 70 70 70	5010
\$40.00	5,001	Air Control	for new	New	Mechanical	1/7/2022 432 Tyler	1/7/2022	5820
			house					
\$45.00	6,182	Air Control	for new	New	Mechanical	1/7/2022 414 Tyler	1/7/2022	5821
	,		house					
\$30.00	3,903	Air Control	for new	New	Mechanical	1/7/2022 203 Nightfall	1/7/2022	5822
			house					
\$30.00	3,903	Air Control	for new	New	Mechanical	1/7/2022   220 Nightfall	1/7/2022	5823
			house					
\$30.00	3,903	Air Control	for new	New	Mechanical	1/7/2022 214 Nightfall	1/7/2022	5824
			house					
\$45.00	6,182	Air Control	for new	New	Mechanical	1/7/2022 370 Tyler	1/7/2022	5826
\$35.00	4,472	Air Control	for new	New	Mechanical	1/7/2022 265 Amber	1/7/2022	5827
-			house					
\$40.00	5,001	Air Control	HVAC for new	New	Mechanical	1/7/2022 263 Nightfall	1/7/2022	5828
•			house			Dawn		
\$30.00	3,903	Air Control	HVAC for new	New	Mechanical	1/7/2022 258 Amber	1/7/2022	5829
1	,		house			Dawn		
\$30.00	3,932	Air Control	HVAC for new	New	Mechanical	1/7/2022 234 Amber	1/7/2022	5830
			house			Woods		
\$40.00	5,001	Air Control	HVAC for new	New	Mechanical	1/7/2022 315 Emerald	1/7/2022	5831
1			house			Woods		
\$35.00	4,472	Air Control	HVAC for new	New	Mechanical	1/7/2022 321 Emerald	1/7/2022	5832
(	7.00					Woods		
\$35.00	4.403	Air Control	HVAC for new	New	Mechanical	1/7/2022 327 Emerald	1/7/2022	5833

# Page: 14 of 15

			Inew nouse					
\$35.00	4,900	Fast Electric	Electric for	New	Electric	408 Tyler	1/3/2022 408 Tyler	5799
\$30.00	т, эоо	ן מצר בופכנווכ	new house	TCW		Dawn	+/ <i>\(\sigma\)</i>	
\$25 DO	4 900	Fact Flactric	Flectric for	New	Electric	1/3/2022 211 Amber	1/3/2022	5800
\$45.00	7,000	Home Owner	14 x 32 Greenhouse	New	Building	1/3/2022 254 Christy	1/3/2022	5801
\$60.00	10,000	ABS Heating and Air	Mechanical for new house	New	Mechanical	1/3/2022 98 Isabella	1/3/2022	5802
\$260.00	50,000	Cophers Quality Homes	New pool	New	Pool	10935 Windswept Wav	1/4/2022 10935 Winds Way	5803
\$25.00	2,500	Home Owner	Upgrade panel /bathroom electrical	Alteration	Electric	1/4/2022 104 Rob Street Electric	1/4/2022	5804
\$20.00	1,200	Greg Gavlin Plumbing	Replacing water line	Repair	ng/Gas	1/4/2022 287 E Main	1/4/2022	5805
\$7,452.00	1,872,000	Kinco Construction	Adding on to Pop Williams	Addition	Building	0,	1/5/2022	5806
\$7,452.00	1,872,000	Kinco Construction	Adding on to ElementaryFol som	Addition	Building		1/5/2022	5807
\$60.00	10,000	Kimbel Mechanical	Electric for new house	New	Electric	1/5/2022 11465 Club House	1/5/2022	5808
\$30,640.00	9,580,000	Kinco Construction	Addition to Jr. High	Addition	Building	_	1/5/2022	5809
\$200.00	10,000	PBS Properties LLC	Grading for Ecology	New	Grading Permit New	1/5/2022 Ecology Park	1/5/2022	5810
\$65.00	11,000	Allison's Electric	Electric for new house	New	Electric	&	1/6/2022	5812
\$75.00	13,000	Allison's Electric	Electrical for new house	New	Electric	1/6/2022 583 Briarwood	1/6/2022	5813
\$50.00	7,310	Electro Craft	Electric for new house	New	Electric	1/7/2022 358 Tyler	1/7/2022	5814

\$77,098.00								
\$320.00	65,000	Burton Pools	New pool	New	Pool	1/3/2022 36 St John		5794
			new house			Crossing		
\$35.00	4,800	Fast Electric	Electric for	New	Electric	1/3/2022 569 Goose	1/3/202	5795
			new house			Bend		
\$35.00	4,800	Fast Electric	Electric for	New	Electric	1/3/2022 382 Cackling	1/3/202	5796
			new house					
\$35.00	5,000	Fast Electric	Electric for	New	Electric	1/3/2022 438 Tyler	1/3/20	5/97
			new house					
\$35.00	4,900	Fast Electric	Electric for	New	Electric	1/3/2022 414 Tyler	1/3/20	5798

Total Records: 209

2/2/2022

# Circulation and Patron Services

YTD eMedia Circulation	eMedia Circulation	YTD New Cardholders	New Cardholders	YTD PAC Logins	PAC Logins	YTD Hold Satisfied	Holds Satisfied	YTD Check In	Total Check In	YTD Check Outs	Total Check Outs	2021	YTD eMedia Circulation	eMedia Circulation	YTD New Cardholders	New Cardholders	YTD PAC Logins	PAC Logins	YTD Hold Satisfied	Holds Satisfied	YTD Check In	Total Check In	YTD Check Outs	Total Check Outs	2022
169	169	10	10	546	546	484	484	1,273	1,273	1,811	1,811	JAN	268	268	33	33	513	513	484	484	1,925	1,925	3,646	3,646	JAN
306	137	20	10	1,081	535	859	375	2,402	1,129	3,349	1,538	FEB													FEB
453	147	31	11	1,788	707	1,513	654	3,948	1,546	5,325	1,976	MAR													MAR
581	128	49	18	2,271	483	2,162	649	5,205	1,257	7,359	2,034	APR													APR
750	169	69	20	2,750	479	2,704	542	6,711	1,506	10,242	2,883	MAY													MAY
915	165	101	32	3,350	600	3,357	653	8,960	2,249	14,965	4,723	NOL													NOL
1,102	187	140	39	3,924	574	3,860	503	11,661	2,701	19,173	4,208	JUL													JU.
1,325	223	173	33	4,472	548	4,322	462	13,940	2,279	23,207	4,034	AUG													AUG
2,059	734	199	26	4,965	493	4,787	465	15,964	2,024	27,023	3,816	SEPT													SEPT
2,287	228	228	29	5,471	506	5,245	458	18,166	2,202	30,906	3,883	000													OCT
2,515	228	251	23	5,912	441	5,606	361	20,258	2,092	34,402	3,496	NOV													NON
2,776	261	271	20	6,307	395	5,961	355	22,179	1,921	37,529	3,127	DEC													DEC

עמינה נופנאסמי ס ס ס ס ס ס		58		rly Literacy Station Users 0 0 0		2021 JAN FEB MAR APR MAY JUN	YTD Device Checkout 0	Device Checkout 0	YTD Users 104	Users 104	YTD Early Literacy Station Users 0	Early Literacy Station Users 0	2022 JAN FEB MAR APR MAY JUN
0				0 0		JN JUL							JN JUL
0	0	282	96	0	0	AUG							AUG
0	0	396	114	0	0	SEP							SEP
0	0	514	118	0	0	OCT							000
0	0	625	111	0	0	VOV							NOV
0	0	749	124	0	0	DEC							DEC

# Miscellaneous Services

YTD Test Proctor	Test Proctor	YTD Staff Supervised Volunteer Hours	Staff Supervised Volunteer Hours	YTD Scanning Services	Scanning Services	YTD Reference Transactions	Reference Transactions	YTD Notary Services	Notary Services	YID Fax Services	Fax Services	YTD Copy/Print Services	Copy/Print Services	YTD Color Print Services	Color Print Services	2021	YTD Test Proctor	Test Proctor	YTD Staff Supervised Volunteer Hours	Staff Supervised Volunteer Hours	YTD Scanning Services	Scanning Services	YTD Reference Transactions	Reference Transactions	YTD Notary Services	Notary Services	YTD Fax Services	Fax Services	YTD Copy/Print Services	Copy/Print Services	YTD Color Print Services	Color Print Services	2022
		ırs																	urs														
0	0	0	0	0	0	464	464	0	0	0	0	164	164	0	0	JAN	0	0	0	0	59	59	624	624	6	6	20	20	928	928	4	4	JAN
0	0	0	0	0	0	768	304	0	0	0	0	263	99	0	0	FEB																	FEB
0	0	0	0	0	0	1,106	338	0	0	0	0	599	336	0	0	MAR																	MAR
0	0	0	0	ر ت	ъ	1,386	280	0	0	14	14	802	203	4	4	APR																	APR
0	0	0	0	34	29	1,740	354	11	11	98	84	1,445	643	15	11	MAY																	MAY
0	0	0	0	170	136	2,082	342	21	10	118	20	2,003	558	18	ω	JUN																	JCN N
0	0	0	0	254	84	2,439	357	31	10	145	27	2,702	699	20	2	Ĭ																	Ē
0	0	0	0	319	65	2,794	355	41	10	182	37	3,838	1,136	85	65	AUG																	AUG
0	0	0	0	530	211	3,003	209	52	11	207	25	4,605	767	99	14	SEP																į	SEP
0	0	0	0	686	156	3,210	207	57	5	245	38	5,477	872	123	24	0																9	9
0	0	0	0	708	22	3,438	228	71	14	263	18	6,474	997	142	19	VON																100	NOV
0						-	-								_																	מני	

# **Programs and Meetings**

Adult Summer Reading Club Sign-Ups Adult SRC Books Logged Teen/Adult Winter Reading Club Sign-Ups Teen/Adult WRC Books Logged Arkansas Diamond Book Pairing Children's SRC logged minutes Teen Summer Reading Club Sign-ups Teen Summer Reading Club Sign-ups Teen SRC logged minutes Tween SRC logged minutes Total Monthly Program Attendance Number of Juvenile Programs Number of Adult Programs	2022	Library	Kids Book Club/Tween STEM Club Kindergarten Story Time Meeting Room Use Monthly Family Movie Showing Study Room Use Technology Instruction Session Total Monthly Program Attendance Number of Juvenile Programs Number of Young Adult Programs Number of Adult Programs Number of Non-library Meeting Room Events	2022 Arkansas Diamond Book Pairing Kit Pickup Book Club Community Story Time Craft Kit Pickup
23 133 14	JAN		ω ∞	JAN
	FEB			FEB
	MAR			MAR
	APR	Virtual Programs		APR
	MAY	ograms		MAY
	NOL			JUN
	Ĭ.			JUL
	AUG			AUG
	SEP			SEP
	007			ОСТ
	VOV			VOV
	DEC			DEC

2021 Visits YTD Visits	2022 Visits YTD Visits
<b>JAN</b> 205 205	JAN 1,730 1,730
<b>FEB</b> 156 361	FEB
MAR 310 671	MAR
<b>APR</b> 611 1,282	APR
<b>MAY</b> 840 2,122	MAY
JUN 1,414 3,536	JUN
JUL 1,441 4,977	JUL
<b>AUG</b> 1,340 6,317	AUG
<b>SEP</b> 1,267 7,584	SEP
<b>OCT</b> 1,686 9,270	ост
NOV 1,111 10,381	VON
<b>DEC</b> 1,244 11,625	DEC

Library

**Daily Visitors** 

# Planning Commission Minutes December 28, 2021 at 6 PM

1. ROLL CALL – Meeting which was available in person and with Zoom on-line service due to Corona Virus pandemic, was called to order by Vice-Chairman Gerry Harris. A quorum was present.

PRESENT ABSENT

Chad Ball Robert Mann, Chair

Gerry Harris, Vice Chair

Judy HorneCityEmployeesPresent:MelissaMcCarville,Keith MacedoCityBusinessManager;RickBramall,CityJay MooreBuildingInspector;ChrisBrackett,CityHoward CarterEngineer:MayorErniePenn:FireChiefBill

Howard Carter Engineer; Mayor Ernie Penn; Fire Chief, Bill Bobby Wilson Hellard

2. Approval of Minutes: December 28, 2021 meeting minutes were approved as written.

#### 3. Comments from Citizens:

Mike Thompson with Pedal Pops asked the Commission about buying property for a proposed vendor parking lot. He only has 10-11 parking spots at Pedal Pops. He wants additional space for food truck vendors to park, while preserving customer parking adjacent to his business. The proposed property sits behind Onion Creek and it is partially in the flood plain. The property is currently zoned residential and it would have to be rezoned in order to do this. If he could extend the parking area from behind Onion Creek and those other businesses it could benefit those businesses too. It was suggested that it be placed on the February agenda present a concept drawing.

#### **Public Hearings:**

Vice-Chairman Harris determined which agenda items had the most citizens' interest. It was moved to change the order of agenda items, taking 4B. first to clear the room faster. Motion was seconded and passed unanimously.

# 4B. Rezoning- from R-1 to C-2 for property located at 12425 Bethel Blacktop owned by Matthew Goff as presented by Joseph Odima:

Joseph Odima was present to discuss the request. There is currently a residential building on the property that needs to be demolished. The surrounding properties are mostly commercial. A large commercial building can't be put there because it will need septic. Melissa read her memo stating that she recommends commercial use.

# Public Comment: None.

Jay Moore made a motion to approve the rezoning with a second from Keith Macedo.

Vice- Chairman, Gerry Harris called for question to rezone the property from R-1 to C-2 and upon roll call vote motion passed unanimously.

#### 4A. Review the proposed sidewalk ordinance:

This Ordinance has not had any changes since the Commission last reviewed it. The Commissioners stated that they wanted to see changes to the right-of- way dedication to reflect to the furthest point which would be within 6 inches. The ordinance number will be changed when presented to Council. Jay Moore made a motion to pass the ordinance on to the City Council for approval. It was seconded by Chad Ball.

Upon roll call, the motion passed unanimously.

There were several things that were discussed that will be reviewed in a work session meeting. Chris Brackett stated he would like to review the street standards and start bringing them up to date for future projects. Other work items will be: zoning, setbacks, adding an additional zoning classification between RE-2 and R-1. Multi- family has another moratorium for 6 more months.

<b>Adjournment:</b> Having no further business, the adjourned at 6:30 PM.	ne on-line/in-person	Planning Commission	meeting	was
Judy Horne - Secretary	! <del></del>	Gerry Harris – Vice Cl	nair	÷.

# **OZARK REGIONAL TRANSIT**

# Operating Statistics December 2021

	1415 197	Current	Month	10 CO CO		Year T	o Date	
FIXED ROUTE	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
FR Cash Fares	0	0	0	100.0%	0	993	-993	-100.0%
FR NWACC Free	0	o	0	100.0%	0	1,300	-1,300	-100.0%
FR ORT Pass	0	0	0	100.0%	0	1,211	-1,211	-100.0%
FR Children Free	0	0	0	100.0%	0	23	-23	-100.0%
FR Transfers	0	0	0	100.0%	0	38	-38	-100.0%
FR Free Fare *	13,846	13,162	684	5.2%	156,234	158,008	-1,774	-1.1%
FR Veterans Free	0	· O	0	100.0%	0	218	-218	-100.0%
Total Passengers	13,846	13,162	684	5.2%	156,234	161,791	-5,557	-3.4%
Passengers per Revenue Hour	5.2	4.5	0.7	15.0%	4.8	4.7	0.0	0.8%
Daily Passengers	659	598	61	10.2%	625	632	-7	-1.1%
ADA Complementary Paratransit	897	812	85	10.5%	9,752	9,720	32	0.3%
Bike Passengers	281	325	-44	-13.5%	3,980	4,529	-549	-12.1%
FR Revenue Hours	2,660	2,907	-247	-8.5%	32,882	34,328	-1,446	-4.2%
FR Service Hours	2,836	3,098	-262	-8.5%	35,052	36,624	-1,572	-4.3%
FR Revenue Miles	36,006	40,068	-4,062	-10.1%	449,440	486,198	-36,759	-7.6%
FR Service Miles	40,404	44,884	-4,480	-10.0%	504,078	544,160	-40,082	-7.4%
PARATRANSIT	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
PT Cash Fares	0	0	0	100.0%	0	567	-567	-100.0%
PT ORT Pass	0	0	0	100.0%	0	1,167	-1,167	-100.0%
PT Free Fare	1,216	1,203	13	1.1%	14,293	11,504	2,789	24.2%
Total Passengers	1,216	1,203	13	1.1%	14,293	13,238	1,055	8.0%
Passengers per Revenue Hour	1.5	1.4	0.0	3.4%	1.4	1.2	0.3	23.6%
Daily Passengers	58	55	3	5.9%	57	52	5	10.6%
PT Revenue Hours	820	839	-19	-2.3%	10,006	11,454	-1,448	-12.6%
PT Service Hours	1,045	1,114	-70	-6.3%	12,676	15,123	-2,448	-16.2%
PT Revenue Miles	10,564	9,110	1,453	16.0%	116,038	122,196	-6,157	-5.0%
PT Service Miles	13,037	12,021	1,016	8.5%	146,981	158,755	-11,774	-7.4%
TOTAL	This Year	Prior Year	Change	% Chg	This Year	<b>Prior Year</b>	Change	% Chg
Paratransit/Fixed Route Passengers	15,062	14,365	697	4.9%	170,527	175,029	-4,502	-2.6%
Daily PT/FR Passengers	717	653	64	9.8%	682	684	-2	-0.2%
Charter/Shuttle Passengers	333	0	333	100.0%	20,022	609	19,413	3187.7%
Total Passengers	15,395	14,365	1,030	7.2%	190,549	175,638	14,911	8.5%

	Name of the Party	Current	Month	AL YEAR		Year To	Date	
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	21	22	-1	-4.5%	250	256	-6	-2.3%
Revenue Vehicles	31	30	1	3.3%				
Non-Revenue Vehicles	5	6	-1	-16.7%				
Total Vehicles	36	36	o	0.0%				
Total Miles (All Vehicles)	57,458	62,852	-5,394	-8.6%	715,846	797,640	-81,794	-10.3%
Diesel Fuel Consumed	3,928	3,947	-19	-0.5%	49,815	41,377	8,439	20.4%
Gas Consumed	2,800	3,632	-832	-22.9%	43,695		-14,397	-24.8%
CNG Consumed	0	0	0	0.0%	o	532	-532	-100.0%
Miles Per Gallon	8.5	8.3	0.2	3.0%	7.7	8.0	-0.3	-4.0%
Road calls	1	0			16	12	1	
Accidents	1	1			17	16		
Operations (Full Time Equivalent)	40	39	1	2.6%				
Maintenance	11	11	o	0.0%				
Administration	10	8	2	25.0%				
Total	61	58	3	5,2%				
Inbound Calls	4,009				48,059			
Outbound Calls	1,990				23,997			
Total Calls	5,999				72,056			
Average Call Duration	1:48				1:48			

# Route Summary - December 2021

#### Fixed Routes

		Pass	engers	Revenu	e Hours	Reven	ue Miles	Servic	e Hours	Servi	ce Miles
Route	Days	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
10-1	21	157.0	3,298	12.7	267.0	173.2	3,637.6	13.2	277.5	183.6	3,856.0
10-2	19	58.4	1,110	10.5	199.0	139.0	2,640.2	11.5	218.0	159.2	3,024.0
20	21	137.0	2,877	13.5	283.5	186.8	3,923.8	14.5	304.5	207.0	4,348.0
30	21	28.4	597	13.0	273.0	117.6	2,468.6	13.5	283.5	128.0	2,687.0
11	21	23.2	488	9.0	189.0	129.7	2,723.6	10,3	217.0	160.1	3,362.0
ODT1	24	18.0	432	11.3	270.0	114.8	2,755.0	12.3	294.0	144.8	3,475.0
ODT2	23	17.0	391	11.5	264.0	126,7	2,914.0	12.5	287,0	156.7	3,604.0
61	21	107.0	2,247	13.0	273.0	204.5	4,293.6	13.5	283.5	214.9	4,512.0
62	21	88,8	1,864	13,6	285,3	174.7	3,668.0	14.1	295.8	180.7	3,794.0
63	21	15.1	318	8.0	168.0	148.8	3,125.0	8.0	168.0	148.8	3,125.0
490	19	11.8	224	9.9	188.4	203.0	3,857.0	10.9	207.4	243.0	4,617.0
Total		661.8	13,846	125.9	2,660.2	1,718.7	36,006.4	134.2	2,836.2	1,926.7	40,404.0

Paratransit Routes

		Passe	engers	Revenu	e Hours	Reven	ue Miles	Servic	e Hours	Servi	ce Miles
Route	Days	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR - CC	17	4.6	79	3.2	55.2	25.9	439.7	7.5	127.5	28.8	489.0
PT1	21	10.0	211	6.5	137.0	96.6	2,029.4	8.0	168.8	113.0	2,374.0
PT2	21	8.9	187	6.6	139.1	76.0	1,595.7	8:1	170.1	101.4	2,130.0
PT3	21	10.8	227	7.3	153.2	96.2	2,020.8	8.2	173.2	117.5	2,467.0
PT4	20	11.5	229	7.9	158.4	94.6	1,891.7	9.4	187.6	118.1	2,362.0
PT5	22	9.7	214	6.0	131.6	89.9	1,978.5	7,3	161.0	106.0	2,333.0
PT6	10	6.9	69	4.6	46.0	60.8	607.7	5,6	56.5	88.2	882.0
PT7	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PT8	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total		62.5	1,216	42.2	820.4	540.0	10,563.5	54.2	1,044.5	673.1	13,037.0

# Service Totals

	Passengers		Revenu	ue Hours	Reven	Revenue Miles		e Hours	Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	62.5	1,216.0	42.2	820.4	540.0	10,563.5	54.2	1,044.5	673.1	13,037.0
Fixed Route	661.8	13,846.0	125.9	2,660.2	1,718.7	36,006.4	134.2	2,836.2	1,926.7	40,404.0
Grand Total		15,062.0		3,480.6		46,569.9		3,880.6	THE STREET	53,441.0

# Fixed Routes

10-1, 10-2, 20, 30: Fayetteville 61, 62, 63: Springdale ODT1, ODT2: Rogers

11: Bentonville

490: I49 Commuter Express

### Paratransit Routes

DR - CC: Demand Response Route in Carroll County PT1 - PT8: ADA Paratransit / Demand Response Routes

# Route Summary - December 2021

#### Fixed Routes

				Passengers		Wheel	-chairs	Bil	es
Route	Days	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
10-1	21	157.0	3,298	12.4	0.9	2.2	47	4.0	83
10-2	19	58.4	1,110	5.6	0.4	0.7	14	1,6	31
20	21	137.0	2,877	10.1	0.7	2.0	42	2.0	43
30	21	28.4	597	2.2	0.2	0.0	0	1.9	40
11	21	23.2	488	2.6	0.2	0.8	17	0.9	19
ODT1	24	18.0	432	1.6	0.2	0.0	0	0.0	0
ODT2	23	17.0	391	1.5	0.1	0.0	0	0.0	0
61	21	107.0	2,247	8.2	0.5	0.6	12	1.3	28
62	21	88.8	1,864	6,5	0.5	3.4	71	0.8	16
63	21	15.1	318	1.9	0.1	0.6	12	0.2	4
490	19	11.8	224	1.2	0.1	0.5	9	0.9	17
		661.8	13,846	53.8	4.0	10.8	224	13.6	281

#### Paratransit Routes

				Passengers		Wheel-	chairs
Route	Days	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR - CC	17	4.6	79	1.4	0.2	0.4	7
PT1	21	10.0	211	1.5	0.1	1.6	34
PT2	21	8.9	187	1.3	0.1	1.2	25
PT3	21	10.8	227	1.5	0.1	1.8	38
PT4	20	11.5	229	1.4	0.1	1.1	21
PT5	22	9.7	214	1.6	0,1	2.5	54
PT6	10	6.9	69	1.5	0.1	0.7	7
PT7	0	0.0	0	0.0	0.0	0.0	0
PT8	0	0.0	0	0.0	0.0	0.0	0
	7000	62.5	1,216	10.4	0.9	9.2	186

Weekday Service Totals

		1000	Passengers	Wheel	-chairs	Bikes		
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	62.5	1,216	10.4	0.9	9.2	186	0.0	0
Fixed Route	661.8	13,846	53.8	4.0	10.8	224	13.6	281
Grand Total		15,062.0				410.0		281.0

# Fixed Routes

10-1, 10-2, 20, 30: Fayetteville 61, 62, 63: Springdale ODT1, ODT2: Rogers

11: Bentonville

490: I49 Commuter Express

#### Paratransit Routes

DR - CC: Demand Response Route in Carroll County PT1 - PT8: ADA Paratransit / Demand Response Routes

# **Rogers On Demand Transit Summary**

# December 2021

Weekdays	Passengers	Passengers per Hour
12/1/2021	45	1.9
12/2/2021	47	2.1
12/3/2021	47	1.5
12/6/2021	42	1.8
12/7/2021	35	1.5
12/8/2021	36	1.5
12/9/2021	37	1.6
12/10/2021	50	1.6
12/13/2021	45	1.9
12/14/2021	31	1.3
12/15/2021	42	1.8
12/16/2021	35	1.5
12/17/2021	31	1.0
12/20/2021	41	1.7
12/21/2021	55	2.3
12/22/2021	30	1.3
12/23/2021	33	1.4
12/27/2021	26	1.1
12/28/2021	26	1.1
12/29/2021	28	1.2
12/30/2021	30	1.3
Total	792	1.6

Saturdays	Passengers	Passengers per Hour
12/4/2021	9	0.7
12/11/2021	11	0.9
12/18/2021	11	0.9
Total	31	0.8

Top 10 Bus Stop Activity Locations						
Bus Stop	Serviced *					
[R230] NWACC Burns Hall	122					
[R154] Walmart Supercenter at 21st	99					
[R235] Easy St at Doubletree Apts	44					
[R242] 8th at Town & Country	43					
[R231] Frisco Station Mall	38					
[R209] 46th & Locust (Northbound)	29					
[R151] Walmart on Pleasant Grove	26					
[R104] 8th & Poplar (Southbound)	22					
[R112] 8th & New Hope (Northbound)	20					
[R150] 46th & Locust (Southbound)	20					

<sup>\* -</sup> Number of passenger pickups and/or dropoffs

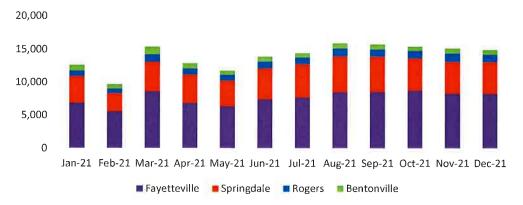
# **On Demand Transit Daily Passengers**



# **ORT Ridership Summary**

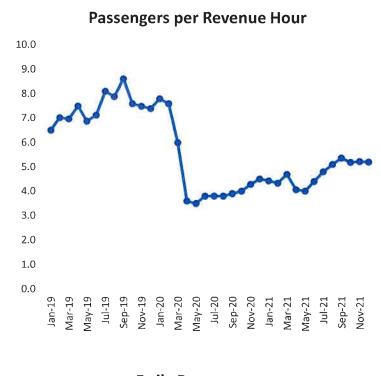
Boardings	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
Total System													
Fixed Route	11,801	9,024	14,280	11,840	10,798	12,883	13,474	14,829	14,791	14,459	14,209	13,846	156,234
ADA Paratransit	760	564	842	853	815	855	795	894	815	847	815	897	9,752
Demand Response	323	298	625	523	404	407	375	403	357	230	277	319	4,541
Total Passengers	12,884	9,886	15,747	13,216	12,017	14,145	14,644	16,126	15,963	15,536	15,301	15,062	170,527
<u>Fayetteville</u>													
Fixed Route	6,681	5,379	8,330	6,560	6,122	7,141	7,454	8,195	8,303	8,493	8,066	7,938	88,662
ADA Paratransit	165	140	198	232	223	208	188	226	197	200	204	248	2,429
Demand Response	44	53	108	58	45	57	60	76	41	30	34	53	659
Total Passengers	6,890	5,572	8,636	6,850	6,390	7,406	7,702	8,497	8,541	8,723	8,304	8,239	91,750
<u>Springdale</u>													
Fixed Route	3,750	2,567	4,198	4,061	3,611	4,449	4,824	5,160	5,039	4,579	4,500	4,485	51,223
ADA Paratransit	287	195	260	244	235	247	242	276	286	315	301	290	3,178
Demand Response	28	27	56	46	58	57	64	66	83	66	78	81	710
Total Passengers	4,065	2,789	4,514	4,351	3,904	4,753	5,130	5,502	5,408	4,960	4,879	4,856	55,111
<u>Rogers</u>													
Fixed Route	631	520	876	646	622	785	746	941	879	923	998	879	9,446
ADA Paratransit	169	124	203	203	184	195	173	194	149	172	186	210	2,162
Demand Response	36	30	74	70	56	63	56	51	30	28	47	49	590
Total Passengers	836	674	1,153	919	862	1,043	975	1,186	1,058	1,123	1,231	1,138	12,198
<u>Bentonville</u>													
Fixed Route	739	558	876	573	443	508	450	533	570	464	645	544	6,903
ADA Paratransit	139	105	181	174	171	196	184	189	175	153	112	137	1,916
Demand Response	40	36	81	66	41	47	45	47	38	25	27	38	531
Total Passengers	918	699	1,138	813	655	751	679	769	783	642	784	719	9,350
Other Areas													
Fixed Route	0	0	0	0	0	0	0	0	0	0	0	0	0
ADA Paratransit	0	0	0	0	0	0	0	0	0	0	0	0	0
Demand Response	175	152	306	283	204	183	150	163	165	81	91	98	2,051
Total Passengers	175	152	306	283	204	183	150	163	165	81	91	98	2,051

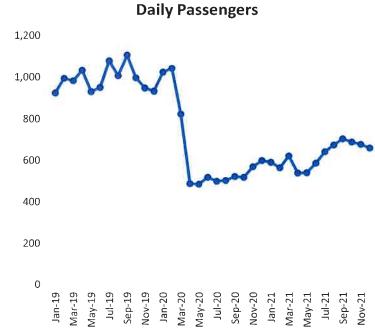
# **ORT Ridership Totals**



# **ORT Fixed Route Ridership Trends - January 2019 to Present**

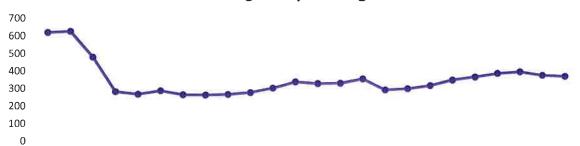
	Passengers per	
Month	Revenue Hour	Daily Passengers
Jan-19	6.5	924
Feb-19	7.0	995
Mar-19	7.0	983
Apr-19	7.5	1,034
May-19	6.9	931
Jun-19	7.1	950
Jul-19	8.1	1,079
Aug-19	7.9	1,007
Sep-19	8.6	1,106
Oct-19	7.6	997
Nov-19	7.5	948
Dec-19	7.4	933
Jan-20	7.8	1,025
Feb-20	7.6	1,043
Mar-20	6.0	824
Apr-20	3.6	488
May-20	3.5	485
Jun-20	3.8	518
Jul-20	3.8	499
Aug-20	3.8	503
Sep-20	3.9	522
Oct-20	4.0	518
Nov-20	4.3	569
Dec-20	4.5	598
Jan-21	4.4	590
Feb-21	4.3	564
Mar-21	4.7	621
Apr-21	4.1	538
May-21	4.0	540
Jun-21	4.4	586
Jul-21	4.8	642
Aug-21	5.1	674
Sep-21	5.4	704
Oct-21	5.2	689
Nov-21	5.2	677
Dec-21	5.2	659





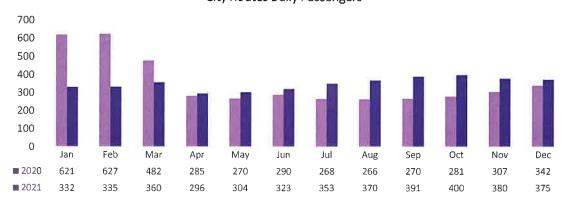
	Da	ıys		Passenge	rs	Re	Revenue Hours Passenge			ers per Hour	
Route	Dec	2021	Daily	Dec	2021	Daily	Dec	2021	Dec	2021	
10-1	21	250	157	3,298	33,361	12.7	267	3,244	12.4	10.3	
10-2	19	247	58	1,110	14,890	10.5	199	3,107	5.6	4.8	
10	21	250	215	4,408	48,251	23.2	466	6,351	17.9	15.1	
20	21	250	137	2,877	32,553	13.5	284	3,368	10.1	9.7	
30	21	247	28	597	7,239	13.0	273	3,211	2.2	2.3	
Total			381	7,882	88,043	49.7	1,023	12,929	30.3	27.0	

# **Average Daily Passengers**

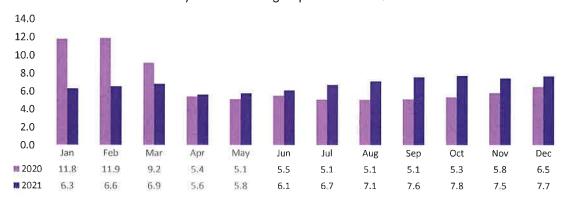


Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2020 2021

#### City Routes Daily Passengers



City Routes Passengers per Revenue Hour



1	Days			Passengers			Revenue Hours			Passengers per Hour		
Route	Dec	2021	Daily	Dec	2021	Daily	Dec	2021	Dec	2021		
61	21	250	107	2,247	25,320	13.0	273	3,244	8.2	7.8		
62	21	250	89	1,864	21,477	13.6	285	3,396	6.5	6.3		
63	21	250	15	318	3,808	8.0	168	2,000	1.9	1.9		
Total			211	4,429	50,605	34.6	726	8,639	16.7	16.0		

# **Average Daily Passengers**

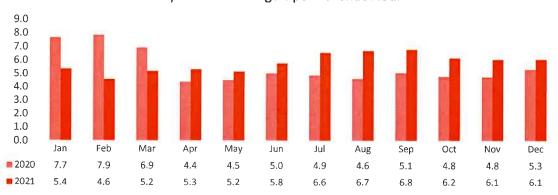


Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2020 2021

# City Routes Daily Passengers



# City Routes Passengers per Revenue Hour



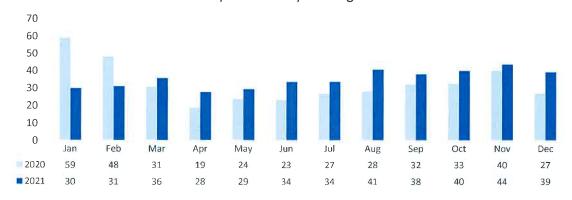
	Days			Passenger	S	Revenue Hours			Passengers per Hour		
Route	Dec	2021	Daily	Dec	2021	Daily	Dec	2021	Dec	2021	
ODT1	24	301	18	432	4,849	11.3	270	3,356	1.6	1.4	
ODT2	23	294	17	391	3,976	11.5	264	3,273	1.5	1.2	
Total				823	8,825		534	6,629	3.1	2.7	

# **Average Daily Passengers**

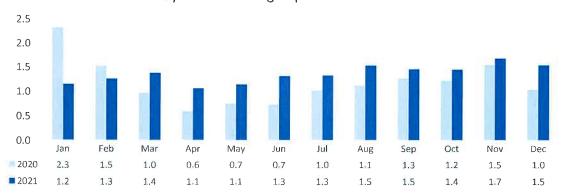


Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2020 2021

# City Routes Daily Passengers



# City Routes Passengers per Revenue Hour



# City of Bentonville Fixed Route

0

# December 2021

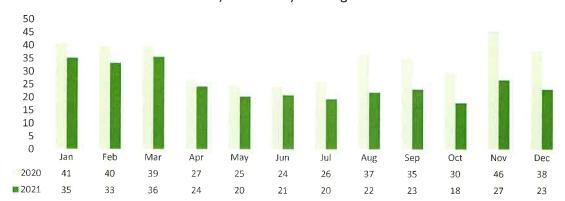
	Days		Passengers			Revenue Hours			Passengers per Hour	
Route	Dec	2021	Daily	Dec	2021	Daily	Dec	2021	Dec	2021
11	21	250	23	488	6,282	9.0	189	2,250	2.6	2.8
Total			23	488	6,282	9	189	2,250	2.6	2.8

# **Average Daily Passengers**



Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2020 2021

# City Route Daily Passengers



# City Route Passengers per Revenue Hour

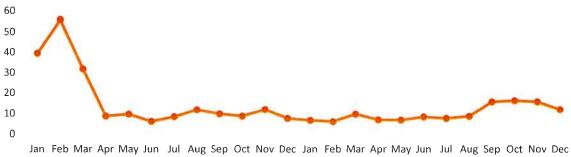


# **490 Express Route**

# December 2021

	Days Passengers		S	Re	venue Ho	urs	Passengers per Hour			
Route	Dec	2021	Daily	Dec	2021	Daily	Dec	2021	Dec	2021
490	19	247	12	224	2,479	9.9	188	2,434	1.2	1.0
Total			12	224	2,479	10	188	2,434	1.2	1.0

# **Average Daily Passengers**



Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2020 2021

# Passenger Boardings by City YTD through December

		202	1		YELL VEIGNAL	202	20	L C STITE OF
Benton County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Avoca	0	0	0	0	0	0	0	0
Bella Vista	0	0	2	2	0	0	0	0
Benton County	0	0	12	12	0	0	5	5
Bentonville	6,903	1,916	531	9,350	9,769	1,424	596	11,789
Bethel Heights	0	0	0	0	0	0	0	Ó
Cave Springs	0	0	0	0	0	0	0	0
Centerton	0	0	14	14	0	0	3	3
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	0	67	88	155		0	107	107
Pea Ridge	0	0	4	4		0	4	4
Rogers	9,446	2,162	590	12,198	9,388	1,833	488	11,709
Siloam Springs	0	0	0	0	O	0	0	0
Total	16,349	4,145	1,241	21,735	19,157	3,257	1,203	23,617

		202	:1		1,500	2020				
Washington County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total		
Elkins	0	0	0	0	0	0	5	5		
Farmington	0	0	15	15	0	0	57	57		
Fayetteville	88,662	2,429	659	91,750	92,926	2,483	505	95,914		
Goshen	0	0	0	o	O	o	0	0		
Greenland	0	0	0	0		0	0	0		
Johnson	0	0	4	4	0	0	0	0		
Lincoln	0	0	0	0	0	0	0	0		
Prairie Grove	0	0	0	0	0	0	3	3		
Springdale	51,223	3,178	710	55,111	49,708	3,980	472	54,160		
Washington County	0	0	9	9	0	0	13	13		
West Fork	0	0	13	13	0	О	18	18		
Γotal	139,885	5,607	1,410	146,902	142,634	6,463	1,073	150,170		

		202	1	r la la la	2020				
Carroll County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total	
Berryville	0	0	1,753	1,753	0	0	1,023	1,023	
Carroll County	0	0	125	125	0	0	212	212	
Eureka Springs	0	0	2	2	0	0	0	0	
Green Forest	0	0	10	10	0	0	7	7	
Total	0	0	1,890	1,890	0	0	1,242	1,242	

		202	:1		2020				
Madison County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total	
Huntsville	0	0	0	0	0	0	0	0	
Madison County	0	0	0	0	0	0	0	0	
Total	0	0	0	0	0	0	0	0	

		202	21	2020				
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Grand Total	156,234	9,752	4,541	170,527	161,791	9,720	3,518	175,029