



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

CITY COUNCIL AGENDA
April 14, 2025

A regular meeting of the Farmington City Council will be held on
Monday, April 14, 2025, at 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order –Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes –March 10, 2025, City Council Meeting
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
10. Items to be removed from City of Farmington Inventory –

NEW BUSINESS

11. Request approval of the School Resource Officer contract with Farmington School District.

12. Resolution No. 2025-06 a resolution in support of an application for the Blue and You Mini Grant.
13. Resolution No. 2025-07 a resolution waiving requirements of competitive bidding for approval of repair request for 241 Rheas Mill Road (former city hall/library building) by Pick It Construction.
14. Ordinance No. 2025-01 an ordinance rezoning property at 357 S. Hunter Street; 9,15,19 & 25 W. Dakota Trail, from R-1 & R-2 (Residential) to MF-2 (Multi-Family), as requested by Cox Development.
15. Strategic Planning meeting following City Council meeting.

MINUTES



Mayor Ernie Penn

City Attorney Jay Moore

City Clerk Kelly Penn

City Council Member Sherry Mathews
Ward 1 Position 1

Council Member Keith Lipford
Ward 2 Position 1

Council Member Brenda Cunningham
Ward 3 Position 1

Council Member Diane Bryant
Ward 4 Position 1

Council Member Hunter Carnahan
Ward 1 Position 2

Council Member Linda Bell
Ward 2 Position 2

Council Member Bobby Morgan
Ward 3 Position 2

Council Member Kara Gardenhire
Ward 4 Position 2

A meeting of the Farmington City Council was held on March 10th, 2025, at 6:00 p.m. in the Council Chambers at Farmington City Hall, located at 354 West Main Street, Farmington Arkansas. Mayor Penn called the meeting to order.

PRESENT: Council Members Diane Bryant, Keith Lipford, Brenda Cunningham, Sherry Mathews, Hunter Carnahan, Linda Bell, Bobby Morgan, Kara Gardenhire, Mayor Ernie Penn, City Attorney Jay Moore, Clerk Kelly Penn, City Business Manager Melissa McCarville, Staff, Press and Audience Members.

Pledge of Allegiance

Comments from Citizens - None.

Approval of the February 10th, 2025, City Council Meeting Minutes

On the motion of Council Member Morgan 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 to the City Council. Monthly city sales tax increased 6.88%, compared to February 2024, year to date there is a decrease of 6.54% compared to last year. Monthly state/county sales tax increased 10.95%, compared to February 2024 last year, year to date numbers increased 8.44%.

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

No action was taken.

Proclamations, Special Announcements, Committee/Commission Appointments

City Clerk Penn advised the council they will have the first strategic planning meeting April 14th, directly following the City Council Meeting.

Committee Reports – No committee reports were submitted.

Items to be removed from the City of Farmington Inventory – None.

Old Business - None

New Business

Request approval for the destruction of 2017 miscellaneous records for the City of Farmington.

City Clerk Penn advised the City Council she was requesting permission to destroy 2017 paper copies of miscellaneous bank statements and billing statements. The city will keep electronic copies of all the records. This request complies with the state statute Arkansas Code §14-2-2024. There is zero budget impact to the city. On the motion of Council Member Carnahan and a second by Council Member Bryant, the request was approved as presented by a vote of 8-0.

City Attorney Jay Moore asked to provide the city council with an update on the Valley View property destruction. He attended a class with legal representatives with regards to property disputes with municipalities, he wanted to give the council information regarding options for the city council to think about before the next meeting. All of these will be presented to the city council at the April City Council meeting on April 14th, 2025. He will present four (4) options for the city council's consideration. There will be no action taken tonight, this is merely for informational purposes.

- 1) Continuing with the destruction as is, he considers this very risky, especially with taxpayer dollars.
- 2) Redo the process, close loopholes that could be potential problems, serve all four members of the LLC, especially the registered agent, Joe Stewart. This would be done by process servers, certified mail and publishing notices in the newspaper.
- 3) Repair the property, bring it up to code, place a tax lien on the property and get refunded thru tax payments.
- 4) Remediate the issue with the property owners.

There being no further business to come before the council, the meeting adjourned at 6:30 pm until the next regularly scheduled meeting to be held Monday, April 14th, 2025, in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

Ernie Penn, Mayor _____

Kelly Penn, City Clerk _____

Financial



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

TO: Farmington City Council
Kelly Penn, City Clerk

FROM: Mayor Ernie Penn

RE: Summary of City Financial Report March 2025

- 2025 City Sales Tax – **Decreased by 7.09% in March**, compared to March of 2024.
- 2025 State/County Sales Tax – **Increased by 7.93% in March** , compared to March 2024 .
- 2025 City Sales Tax - **Year to date has decreased by 7.30%** compared to 2024.
- 2025 State/County Sales Tax—**Year to date has increased by 8.29%** compared to 2024.
- 2007 Sewer Bond (\$4,500,000), Loan Balance \$1,236,082, Bond Payoff Date 10/15/2029.
- 2017 Sales and Use Bonds (5,090,000), Loan Balance \$3,900,000, Bond payoff date 10/1/2037.
- **Deposits:** We have deposits on file totaling \$11,978,188 based on statement balances as of 3-31-2025.

MONTH	CITY SALES TAX 2024	CITY SALES TAX 2025	STATE SALES TAX 2024	STATE SALES TAX 2025
JANUARY	\$ 337,292.85	\$ 276,136.00	\$ 171,687.96	\$ 181,694.58
FEBRUARY	\$ 310,466.86	\$ 331,826.36	\$ 178,249.76	\$ 197,766.35
MARCH	\$ 252,525.24	\$ 235,802.15	\$ 147,819.38	\$ 159,540.12
APRIL	\$ 246,451.53		\$ 156,626.25	
MAY	\$ 270,601.00		\$ 172,760.93	
JUNE	\$ 268,610.36		\$ 167,622.46	
JULY	\$ 272,671.05		\$ 169,833.39	
AUGUST	\$ 277,447.79		\$ 173,797.40	
SEPTEMBER	\$ 284,298.71		\$ 169,883.98	
OCTOBER	\$ 280,939.87		\$ 173,833.59	
NOVEMBER	\$ 285,966.39		\$ 175,703.18	
DECEMBER	\$ 297,210.90		\$ 175,506.91	
		City Sales Tax	State Sales Tax	
Monthly Comparison - January 2024/January 2025		\$ (16,723.09)	\$ 19,516.59	
YTD comparison				
		Increase/Decrease for 2025 over 2024 YTD - City Sales Tax	Increase for 2025 over 2024 YTD - State Sales Tax	\$ 41,243.95
Total Actual 2025 Income vs 2025 Budgeted Income	County Wide Sales Tax	City Sales Tax	Total Sales Tax Increase/(Decrease) YTD 2025	\$ (18,276.49)
Total Budget 2025	\$ 1,900,000.00	\$ 3,000,000.00		
Actual 2025 (thru February)	\$ 539,001.05	\$ 843,764.51		

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2025
	Jan 2025	Jan 2025	Dec 2025
	Mar 2025	Dec 2025	Percent of
	Actual		Budget
Revenue & Expenditures			
GENERAL REVENUES			
Revenue			
ACCIDENT REPORT REVENUES	340.90	1,500.00	22.73%
ACT 833	0.00	30,000.00	0.00%
ALCOHOL SALES TAX	1,752.75	5,000.00	35.06%
ANIMAL CONTROL REVENUES	1,050.00	2,000.00	52.50%
BUILDING INSPECTION FEES	94,520.55	230,000.00	41.10%
BUSINESS LICENSES	6,345.40	4,000.00	158.64%
CITY COURT FINES	29,388.65	120,000.00	24.49%
CITY SALES TAX REVENUES	843,764.51	3,000,000.00	28.13%
COUNTY TURNBACK	98,806.40	660,000.00	14.97%
DEVELOPMENT FEES	12,659.75	20,000.00	63.30%
FRANCHISE FEES	133,332.14	500,000.00	26.67%
GARAGE SALE PERMITS	110.00	1,500.00	7.33%
GRANTS	73,123.04	0.00	0.00%
INTEREST REVENUES	40,495.74	250,000.00	16.20%
MISCELLANEOUS REVENUES	17,728.99	0.00	0.00%
Off Duty Police Reimbursement	0.00	6,000.00	0.00%
PARK RENTAL	1,771.75	7,000.00	25.31%
PAYMENT IN LIEU OF IMPROVEMENT	5,500.00	0.00	0.00%
SALES TAX - OTHER	539,001.05	1,900,000.00	28.37%
SPORTS COMPLEX FEES	37,914.47	50,000.00	75.83%
SRO REIMBURSEMENT REVENUES	41,044.29	100,000.00	41.04%
STATE TURNBACK	30,868.33	100,000.00	30.87%
Revenue	\$2,009,518.71	\$6,987,000.00	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2025 Mar 2025 Actual	Annual Budget Jan 2025 Dec 2025	Jan 2025 Dec 2025 Percent of Budget
ADMINISTRATIVE DEPT			
Expenses			
ADDITIONAL SERVICES EXPENSE	86,692.41	190,000.00	45.63%
ADVERTISING EXPENSE	1,485.64	7,200.00	20.63%
Bank Charges	731.67	6,000.00	12.19%
BUILDING MAINT & CLEANING	17,611.78	50,000.00	35.22%
CAPITAL IMPROVEMENT	2,287,257.01	0.00	0.00%
ELECTION EXPENSES	10,799.54	5,000.00	215.99%
ENGINEERING FEES	32,159.48	170,000.00	18.92%
INSURANCES EXPENSE	41,742.22	90,000.00	46.38%
LEGAL FEES	0.00	10,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	3,812.09	30,000.00	12.71%
MISCELLANEOUS EXPENSE	572.58	2,000.00	28.63%
NEW EQUIPMENT PURCHASE	0.00	10,000.00	0.00%
PAYROLL EXP - CITY ATTRNY	19,647.89	70,000.00	28.07%
PAYROLL EXP - ELECTED OFFICIAL	36,224.79	132,000.00	27.44%
PAYROLL EXP - REGULAR	81,698.34	403,561.52	20.24%
PLANNING COMMISSION	4,783.60	22,000.00	21.74%
POSTAGE EXPENSE	509.68	2,000.00	25.48%
PROFESSIONAL SERVICES	34,347.00	40,000.00	85.87%
REPAIR & MAINT - BUILDING	7,915.00	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	740.70	0.00	0.00%
REPAIR & MAINT - OFFICE EQUIP	1,061.09	6,500.00	16.32%
TECHNICAL SUPPORT	45,076.11	75,000.00	60.10%
TELECOMMUNICATION EXPENSES	0.00	2,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	7,162.64	20,000.00	35.81%
UTILITIES EXPENSES	26,580.78	100,000.00	26.58%
Expenses	\$2,748,612.04	\$1,443,261.52	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2025
	Jan 2025	Jan 2025	Dec 2025
	Mar 2025	Dec 2025	Percent of
	Actual		Budget
ANIMAL CONTROL DEPT			
Expenses			
FUEL EXPENSES	417.45	2,200.00	18.98%
MATERIALS & SUPPLIES EXPENSE	0.00	1,100.00	0.00%
PAYROLL EXP - REGULAR	21,641.05	80,936.00	26.74%
PROFESSIONAL SERVICES	1,950.00	15,000.00	13.00%
REPAIR & MAINT - AUTOMOBILES	150.70	1,500.00	10.05%
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	\$24,159.20	\$102,236.00	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2025 Mar 2025 Actual	Annual Budget Jan 2025 Dec 2025	Jan 2025 Dec 2025 Percent of Budget
BUILDING PERMIT DEPT			
Expenses			
FUEL EXPENSES	1,086.19	6,000.00	18.10%
PAYROLL EXP - REGULAR	48,903.83	193,910.17	25.22%
REPAIR & MAINT - AUTOMOBILES	259.23	2,000.00	12.96%
TRAVEL, TRAINING & MEETINGS	102.53	5,000.00	2.05%
UNIFORMS/GEAR EXPENSE	169.95	1,000.00	17.00%
Expenses	\$50,521.73	\$207,910.17	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2025 Mar 2025 Actual	Annual Budget Jan 2025 Dec 2025	Jan 2025 Dec 2025 Percent of Budget
FIRE DEPT			
Expenses			
ADVERTISING EXPENSE	0.00	2,000.00	0.00%
FUEL EXPENSES	3,339.91	18,000.00	18.56%
GRANT EXPENSE	3,000.00	0.00	0.00%
HAZMAT EXPENSES	2,881.92	3,400.00	84.76%
MATERIALS & SUPPLIES EXPENSE	3,735.69	32,119.00	11.63%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	127,000.00	0.00%
PAYROLL EXP - REGULAR	337,042.72	1,360,362.64	24.78%
PROFESSIONAL SERVICES	0.00	10,000.00	0.00%
REPAIR & MAINT - BUILDING	0.00	50,000.00	0.00%
REPAIR & MAINT - EQUIPMENT	1,068.12	12,150.00	8.79%
REPAIR & MAINT - TRUCK	5,911.54	22,000.00	26.87%
TRAVEL, TRAINING & MEETINGS	4,063.02	18,000.00	22.57%
UNIFORMS/GEAR EXPENSE	495.49	35,000.00	1.42%
Expenses	\$361,538.41	\$1,690,531.64	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2025 Mar 2025 Actual	Annual Budget Jan 2025 Dec 2025	Jan 2025 Dec 2025 Percent of Budget
LAW ENFORCE - COURT			
Expenses			
MATERIALS & SUPPLIES EXPENSE	304.41	3,000.00	10.15%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	9,600.00	0.00%
PAYROLL EXP - REGULAR	24,763.06	105,000.00	23.58%
POSTAGE EXPENSE	0.00	500.00	0.00%
SPECIAL COURT COSTS	0.00	11,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	150.00	5,000.00	3.00%
Expenses	\$25,217.47	\$134,500.00	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2025
	Jan 2025	Jan 2025	Dec 2025
	Mar 2025	Dec 2025	Percent of
	Actual		Budget
LAW ENFORCE - POLICE			
Expenses			
ADVERTISING EXPENSE	0.00	100.00	0.00%
BREATHALYZER EXPENSES	152.31	0.00	0.00%
CAPITAL IMPROVEMENT	333.20	0.00	0.00%
DRUG TASK FORCE	1,500.00	2,000.00	75.00%
FUEL EXPENSES	14,202.52	81,000.00	17.53%
GRANT EXPENSE	3,350.00	0.00	0.00%
MATERIALS & SUPPLIES EXPENSE	18,159.92	150,000.00	12.11%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	268,273.36	320,000.00	83.84%
Off Duty Police Pay	1,298.07	15,000.00	8.65%
PAYROLL EXP - REGULAR	487,245.85	2,071,616.12	23.52%
PAYROLL EXP - SRO	43,341.60	185,500.00	23.36%
REPAIR & MAINT - AUTOMOBILES	12,488.34	35,000.00	35.68%
REPAIR & MAINT - EQUIPMENT	0.00	3,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	999.00	15,000.00	6.66%
UNIFORMS/GEAR EXPENSE	714.07	25,000.00	2.86%
Expenses	\$852,058.24	\$2,903,716.12	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2025
	Jan 2025	Jan 2025	Dec 2025
	Mar 2025	Dec 2025	Percent of
	Actual		Budget
LIBRARY			
Expenses			
LIBRARY TRANSFER	0.00	70,000.00	0.00%
Expenses	\$0.00	\$70,000.00	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2025
	Jan 2025	Jan 2025	Dec 2025
	Mar 2025	Dec 2025	Percent of
	Actual		Budget
PARKS DEPT			
Expenses			
CAPITAL IMPROVEMENT	121,177.22	500,000.00	24.24%
ENGINEERING FEES	0.00	30,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	3,240.71	10,000.00	32.41%
NEW EQUIPMENT PURCHASE	9,165.00	15,000.00	61.10%
PAYROLL EXP - REGULAR	81,468.52	278,964.52	29.20%
PROFESSIONAL SERVICES	3,000.00	30,000.00	10.00%
REPAIR & MAINT - EQUIPMENT	1,596.84	5,000.00	31.94%
SPORTS PARK MATERIALS	8,557.48	25,000.00	34.23%
SPORTS PARK NEW EQUIP	0.00	10,000.00	0.00%
SPORTS PARK PROF SERV	19,901.43	45,000.00	44.23%
SPORTS PARK REPAIR/MAINT	13,400.94	3,000.00	446.70%
SPORTS PARK UTILITIES	2,757.93	15,000.00	18.39%
TRAVEL, TRAINING & MEETINGS	450.00	1,000.00	45.00%
UNIFORMS/GEAR EXPENSE	0.00	1,400.00	0.00%
UTILITIES EXPENSES	3,903.52	8,000.00	48.79%
Expenses	\$268,619.59	\$977,364.52	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2025
	Jan 2025	Jan 2025	Dec 2025
	Mar 2025	Dec 2025	Percent of
	Actual		Budget
Revenue			
Highway 170 Grant Revenue	1,196,916.55	0.00	0.00%
Revenue	\$1,196,916.55	\$0.00	

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2025 Mar 2025 Actual	Annual Budget Jan 2025 Dec 2025	Jan 2025 Dec 2025 Percent of Budget
Revenue & Expenditures			
Revenue			
COUNTY TURNBACK	0.00	75,000.00	0.00%
GRANTS	60,774.98	0.00	0.00%
INTEREST REVENUES	2,678.09	5,500.00	48.69%
STREET COUNTY TURNBACK	10,729.11	75,000.00	14.31%
STREET STATE TURNBACK	155,262.03	550,000.00	28.23%
TRANS FROM GENERAL FUND	0.00	517,006.17	0.00%
Revenue	\$229,444.21	\$1,222,506.17	
Expenses			
ADDITIONAL SERVICES EXPENSE	19,857.00	0.00	0.00%
ADVERTISING EXPENSE	0.00	1,000.00	0.00%
ENGINEERING FEES	141,061.77	30,000.00	470.21%
FUEL EXPENSES	1,963.02	12,500.00	15.70%
MATERIALS & SUPPLIES EXPENSE	4,310.16	20,000.00	21.55%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	56,768.94	100,000.00	56.77%
PAYROLL EXP - REGULAR	75,718.24	278,806.17	27.16%
PROFESSIONAL SERVICES	105.13	20,000.00	0.53%
REPAIR & MAINT - BUILDING	436.94	2,000.00	21.85%
REPAIR & MAINT - EQUIPMENT	1,199.75	10,000.00	12.00%
STREET LIGHTS	19,071.93	150,000.00	12.71%
STREET/ROAD REPAIRS	27,494.00	500,000.00	5.50%
TRAVEL, TRAINING & MEETINGS	0.00	5,000.00	0.00%
UNIFORMS/GEAR EXPENSE	0.00	2,200.00	0.00%
UTILITIES EXPENSES	6,269.70	20,000.00	31.35%
Expenses	\$354,256.58	\$1,152,006.17	

LIBRARY FUND
Statement of Revenue and Expenditures

	Current Period	Annual Budget	Jan 2025
	Jan 2025	Jan 2025	Dec 2025
	Mar 2025	Dec 2025	Percent of
	Actual		Budget
Revenue & Expenditures			
Revenue			
Donations	5,000.00	3,600.00	138.89%
FINES/LOST ITEMS	1,364.01	0.00	0.00%
INTEREST REVENUES	1,399.03	0.00	0.00%
TRANS FROM GENERAL FUND		70,000.00	0.00%
WASHINGTON CO LIBRARY REVENUES	92,220.00	314,879.00	29.29%
Revenue	\$99,983.04	\$388,479.00	
Expenses			
ADVERTISING EXPENSE		2,000.00	0.00%
BOOKS AND MEDIA	6,865.02	40,500.00	16.95%
BUILDING MAINT & CLEANING		13,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	973.19	19,679.00	4.95%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE		3,000.00	0.00%
PAYROLL EXP - REGULAR	58,652.04	281,500.00	20.84%
POSTAGE EXPENSE		300.00	0.00%
PROGRAMS EXPENSE	100.00	6,000.00	1.67%
REPAIR & MAINT - BUILDING	4,534.18	0.00	0.00%
TECHNICAL SUPPORT	2,871.29	15,000.00	19.14%
TRAVEL, TRAINING & MEETINGS		2,000.00	0.00%
UTILITIES EXPENSES	1,260.54	5,000.00	25.21%
Expenses	\$75,256.26	\$388,479.00	

Agenda Item 10

NO ITEMS

Agenda Item 11



School Resource Officer (SRO) Memorandum of Understanding

This Memorandum of Understanding (MOU) between Farmington Public Schools and the City of Farmington is executed on July 1st 2025.

This MOU provides a written agreement between Farmington Public Schools and the City of Farmington. It establishes the needed commitment and support from both institutions. It provides guidelines and policies relevant to the performance of the School Resource Officer (SRO). An SRO is a sworn law enforcement professional assigned to a public school campus during the instructional day. This MOU will serve as a document that SROs, Farmington Public Schools administration, the Farmington Police Department, the City of Farmington, students, and staff may refer to for structure and accountability. This MOU shall be reviewed, updated, and signed annually by the administrations of Farmington Public Schools and the law Farmington Police Department. The school administration welcomes recommendations from all community stakeholders, including parents/caregivers, students, teachers, the assigned SRO, other law enforcement personnel, and members of the community. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between Farmington Public Schools, the Farmington Police Department, the City of Farmington, and the local community.

I. Purpose

The purpose of the MOU is to establish the mission of the School Resource Officer program (SRO program), and provide for an understanding between Farmington Public Schools and the Farmington Police Department that the success of the SRO program is a cooperative effort. Additionally, the MOU clarifies roles and expectations of the SRO and formalizes the relationship between Farmington Public Schools and the Farmington Police Department. Following the guidelines as established within the MOU will help in building a positive relationship between law enforcement officers, school staff, and students; support a safe and positive learning environment; and potentially decrease the number of youth formally referred to the juvenile justice system.

II. Mission

The mission of the School Resource Officer program is to promote school safety by establishing a safe, supportive, and orderly environment that maximizes collaboration for the enhancement of student learning and success.

III. Goals of the SRO Program

The SRO, SRO supervisor(s), and school officials will collaborate to reduce school violence by:

- a) Ensuring a safe learning environment for students, teachers, and staff.
- b) Fostering a positive school climate based on respect for all children and adults in the school.
- c) Creating partnerships with community stakeholders and other care providers in the community for the benefit of students, staff, and families.
- d) Reducing crime committed by and against youth on campus or in the community.
- e) Establishing a trusted channel of communication with students, parents, and teachers through observation and engagement.
- f) Ensuring SROs serve as a positive role model to instill in students:
 1. Good moral standards,
 2. Respect for others, and
 3. Sincere concern for the school and community.

IV. Chain of Command

- a) A SRO shall be assigned to Farmington Public Schools during the instructional day. During the hours that school is in regular session, the SRO may also be assigned additional responsibilities by the Farmington Police Department, especially in emergency or critical incident situations. This may require the SRO to leave campus in these situations. The Farmington Police Department recognizes that removing an officer from the school campus causes difficulty in the school and will only do so when absolutely needed.
- b) The SRO operates under the supervision of the Farmington Police Department. When a situation arises within the school that is determined to be criminal in nature, the SRO will notify his/her supervisor and school administration.
- c) Minor offenses committed on school property can and often should be handled internally within the school without filing criminal charges. Each situation will have unique factors to consider. The SRO shall consult with a member of school administration (superintendent or principal) concerning these types of offenses. Offenses, such as fighting or using vulgar language, that do not involve serious physical injury shall be considered school discipline issues and handled internally by school officials rather than law enforcement.

V. Roles and Responsibilities

The SRO program is intended to be unique to the community, based on input from the school district administration, teachers, faculty, students, families and community members.

a) **SRO Roles** – The SRO Program is designed for the SRO to fulfill three overall roles: 1) Law Enforcement Officer; 2) Mentor/ Informal Counselor; 3) Educational Resource.

1. Law Enforcement Officer Role

In this role, the SRO provides public safety within Farmington Public Schools through motorized and foot patrol. The SRO collaborates with the Farmington Public Schools district administration in developing or updating emergency crisis/critical incident response plans as well as plans for the training of students and staff on various issues. The SRO should establish himself/herself as a resource for students, teachers, parents, and other school staff, while maintaining his/her status as a law enforcement officer.

As a law enforcement professional, the SRO is certified to carry a firearm. SROs will follow their law enforcement agency protocol and policies for the use of force. A copy of the agency policies shall be attached to this MOU and incorporated by reference.

2. Mentor/Informal Counselor Role

One of the primary roles the SRO will fulfill is fostering a positive school climate through relationship building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students. He or she should strive to build a school culture of open communication and trust between students and school staff. The SRO should focus on getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges at school, at home, or both, and need additional resources or attention to be successful in school.

3. Educational Resource

In this role, the SRO should participate in the school community by becoming a member of the educational team. This will provide the SRO a method to build positive relationships with students, their families, and school staff. Whether talking to students in the hallway, in the lunchroom, or delivering a presentation in the classroom, the SRO should become embedded in the education fabric within the school. Note that any and all presentation materials to be used in the classroom must first be approved in accordance with the districts selection of instructional materials policy.

4. Clarifications of the SRO's role in:

- Responding to Criminal Activity

A role of the SRO, as a law enforcement professional, is to enforce criminal and traffic laws. The SRO will have the authority under Arkansas law to issue warnings and use alternatives to arrest at their discretion.

- School Policy Violations

School faculty and staff, **not the SRO**, should always handle violations of the school student code of conduct or rules that are not criminal matters. **SROs are not school disciplinarians**, but rather licensed peace officers charged with

enforcement of all applicable local, state and federal laws within their jurisdiction. The SRO **should not** directly intervene in disciplinary incidents unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school. When intervening, the SRO will employ de-escalation techniques as appropriate. All school staff should receive training on the roles and responsibility of the SRO so there is a clear understanding that school discipline is the responsibility of the appropriate school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. In this regard, it is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

- **Locker, Vehicle, Personal, and Other Searches**

The SRO may conduct a search of a student's person, possessions, locker, or vehicle only where there is **probable cause** to believe the search will result in evidence that the student has committed or is committing a criminal offense. The SRO **will not** ask a school employee to conduct a search for law enforcement purposes. The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

b) Primary Responsibilities

The primary responsibilities of the SRO in the SRO Program include, but are not limited to:

1. Patrolling the campus by vehicle if necessary but primarily on foot to reduce/prevent crime and help to provide a safe and secure learning environment.
2. Serving as an educational resource, and as a liaison between Farmington Public Schools and the Farmington Police Department.
3. Developing and maintaining mutually respectful relationships with students and staff to support a positive school climate.
4. Preparing for and providing classroom instruction on a variety of relevant topics.
5. Being proactive in creating and taking advantage of educational situations. (Note: school administrators are encouraged to leverage this resource.)
6. Preparing initial police reports of crimes committed on campus.
7. Taking enforcement action on criminal matters involving students, when appropriate.
8. Attending school special events as needed.
9. Collecting and maintaining data on SRO activities (arrests, citations, educational programs, etc.)
10. Assisting school administration the school safety coordinator in developing emergency response plans as well as strategies (such as training students and staff) to prevent and/or minimize dangerous events, such as an armed person(s) or active shooter on campus, hostage situations, student disturbances, and natural/man-made disasters.

11. Taking appropriate law enforcement action against individuals or unwanted guests who are at the school or a school function in accordance with the SRO's law enforcement authority.

VI. Physical Restraint or use of Chemical Aerosol Sprays

Except in the case of a clearly unavoidable emergency in which a trained member of school personnel is not immediately available due to the unforeseeable nature of the situation, the physical restraint of a student **shall only** be used by a member of school personnel who is appropriately trained to administer physical restraint.

- a) The SRO **should not** be involved in the physical restraint of a student unless:
 1. There is imminent danger of serious physical harm to the student or others; or
 2. The SRO has received the appropriate training on the use of physical restraint in accordance with Ark. Code Ann. § 6-18-2401 et seq. As a sworn law enforcement officer, the SRO may intervene to de-escalate situations.
- b) Physical intervention, including use of aerosol sprays, by the SRO will be undertaken in accordance with the Farmington Police Department protocol and policies for the use of force. An SRO acting in the role of a school's behavioral intervention team member will respond in accordance with Ark. Code Ann. § 6-18-2401 et seq.
- c) Any use of force must be reported to the school administration and the SRO supervisor. The rationale for the action must be fully documented by use of established reporting procedures, such as use of physical force to affect an arrest, or control a combative person.

VII. Limits on Interrogations and Arrests

- a) An SRO may participate in the questioning of a student about conduct that could result in criminal charges. In accordance with established law enforcement procedure, a student must be informed of their Miranda rights in age-appropriate language before being questioned; this must be done in the presence of a parent or guardian if the student is under the age of 18. The student's parent(s) or guardian(s) should be allowed sufficient time to arrive at the school to be present for this process.
- b) The Superintendent or other member of the school administration shall be notified if possible prior to an arrest of a student. The student's parent(s) or guardian(s) shall be notified of their student's arrest as soon as practical but always in a timely manner in accordance with Arkansas Law, including Ark. Code Ann. § 6-18-513.

VIII. Role in Truancy Issues

The SRO will not take an active role in truancy matters or in the tracking of truants. The SRO will act as a liaison between Farmington Public Schools and the Farmington Police Department should law enforcement involvement become necessary due to safety concerns and may assist in performing a safety or well-being check.

IX. Student Educational Records and FERPA

Farmington Public Schools and the Farmington Police Department acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. Farmington Public Schools and the Farmington Police Department also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

- a) In order to facilitate prompt and clear communications, Farmington Public Schools and the Farmington Police Department acknowledge that the principal (or their designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement.
- b) In accordance with the school district policy on privacy of student records and directory information, SRO's are generally considered "School Officials with a legitimate educational interest" **IF** the school designates the SRO as such in their FERPA policy.
- c) In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if applicable.

X. Program Structure

The SRO Program will consist of a law enforcement officer certified within the state of Arkansas who is an employee of the Farmington Police Department. The SRO will be assigned by the head of the law enforcement agency to work within Farmington Public Schools, and will meet all requirements as set forth by Farmington Public Schools and the Farmington Police Department.

XI. Selection and Financial Consideration

- a) Farmington Public Schools administration and Farmington Police Department administration may establish specific procedures governing the selection of the SRO.
- b) Farmington Public Schools administration and the Farmington Police Department administration shall collaboratively establish the financial agreement necessary for the SRO program, including but not limited to salary, fringe benefits, training costs, and other foreseeable expenses. The specific financial agreements for each SRO shall be identified in Appendix A. The assigned campus(es), hours on campus, day-to-day duties, extracurricular requirements, and activities during the summer should also be specified in Appendix A.

XII. Supplies/Equipment

In order to implement an effective SRO program and create a safe learning environment for students, Farmington Public Schools and the Farmington Police Department will work in

partnership to provide necessary supplies and equipment specified in Appendix A, including but not limited to:

- a) A designated private office for each SRO assigned to Farmington Public Schools;
- b) Standard office equipment (i.e. computer, phone, internet connection, etc.);
- c) Standard law enforcement equipment (i.e. radio, transportation, lethal/non-lethal weapon, etc.); and
- d) Additional supplies, resources, and equipment as needed (i.e. uniforms, safety/first aid supplies, instructional resources, etc.).

XIII. Training Requirements

a) The SRO **shall** complete:

- 1) The forty (40) hour Basic School Resource Officer course within eighteen (18) months of being assigned to Farmington Public Schools. This course must be developed and provided, or approved, by the Arkansas Center for School Safety.
- 2) Within five (5) years of receiving the initial Basic School Resource Officer training, a sixteen (16) hour School Resource Officer Refresher training developed and provided, or approved, by the Arkansas Center for School Safety.
- 3) Certification in Youth Mental Health First Aid, which must be maintained and renewed every four (4) years if the SRO remains assigned to a school district/open enrollment charter school.
- 4) Twelve (12) hours annually of public school-specific continuing education developed and provided, or approved, by the Arkansas Center for School Safety. Other training required shall include, without limitation:
 - the roles and responsibilities of school resource officers in school districts/open enrollment charter schools;
 - laws that are specific to school districts/open enrollment charter schools; and
 - adolescent behavior and development.
- 5) A SRO who fails to complete any required training shall be unable to serve as a SRO until the training is completed.

b) School District Staff

- 1) A superintendent and principal who accept a SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety, within nine (9) months of accepting the SRO.
- 2) Personnel directly responsible for supervising a SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety within one (1) year of accepting the SRO and every two (2) years thereafter.
- 3) A SRO shall not be assigned to a school district where the superintendent and/or principal have not completed the required training.

XIV. Program Review

The SRO, Farmington Public Schools, and the Farmington Police Department SRO supervisor will meet at least annually to determine the goals and objectives of the SRO program for the respective school. A written review of the SRO program should be conducted at least annually.

XV. SRO Evaluation

The SRO and his/her effectiveness shall be evaluated at the end of each school year. The evaluation shall include input from the school administration.

XVI. Termination of Agreement

Either party may terminate this agreement upon sixty (60) days written notice to the other party.

XVII. Modification

No modification of this MOU shall be valid or binding unless the modification is in writing, duly dated, and signed by both parties.

FARMINGTON PUBLIC SCHOOLS _____ JON LAFFOON / SUPERINTENDENT DATE	FARMINGTON POLICE DEPARTMENT _____ BRIAN HUBBARD / CHIEF OF POLICE DATE
CITY OF FARMINGTON _____ ERNIE PENN / MAYOR DATE	CITY OF FARMINGTON _____ KELLY PENN / CITY CLERK DATE

Appendix A

School Resource Officer (SRO) Financial Agreements, Duties, Assignments, and Other Staffing Details.

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)
 - 1.1 The Farmington Police Department shall employ two (2) certified police officers assigned as an SRO for Farmington Public Schools.
 - 1.2 Farmington Public Schools shall reimburse the City of Farmington for seventy five percent (75%) of the total payroll costs for two (2) SRO's provided by the City of Farmington. This includes payroll and withholding deductions as required by law and such other payroll deductions, as may be determined by the City of Farmington.
 - 1.3 The Farmington Police Department shall supply two (2) patrol vehicles for the SRO's use.
 - 1.4 The SRO's shall use their vacation and their earned compensated time during Spring Break, Summer Break, Christmas Break, etc. unless approved by the Chief of Police.
 - 1.5 The SRO's shall dress in uniforms that are provided and required by the Farmington Police Department.
 - 1.6 The Farmington Police Department will provide the SRO's necessary equipment and gear for a police officer.
 - 1.7 The Farmington Police Department shall pay for costs related to mandated in-service training or related to state certifications. Both the Farmington Public Schools and the Farmington Police Department shall assist with costs related to the SRO's required annual school-specific continuing education training.

2. Campus(es) Assigned

Two (2) SRO's will be assigned to cover Farmington High School and Farmington Junior High School. However, SRO's are also responsible for patrols and any criminal activity that occurs at Farmington Middle School, Williams Elementary, Folsom Elementary, and Farmington Pre-K. It is also necessary for the SRO's to be visible at these other campuses for special events such as school parties and events where parents, grandparents, etc. are in the buildings. Furthermore, it is important for the SRO's to be at these other campuses to build relationships with students, staff, and the community.

SRO's will not be required to be on a campus during in-service or flex days unless there is a specific training they need to participate or assist with. In these situations, the SRO supervisor should be notified by Farmington Public Schools.

3. Extra-Curricular Activity Requirements

One SRO's shall attend home varsity and junior high football games, varsity basketball, prom, dances, and senior graduation. The SRO will be assigned by the SRO supervisor to these events and shall receive compensatory time for these events. Once the SRO reaches the maximum allotted compensatory time (eighty (80) hours) for the year, they shall be paid their off duty (overtime) rate, which will be billed from the City of Farmington to Farmington Public Schools.

An additional SRO or police officers for additional coverage at the events listed above or special events may be filled. The SRO supervisor shall be notified of these needs and ensure they are met. Farmington Public Schools will be billed the off duty rate (overtime rate) by the City of Farmington for these officers.

Agenda Item 12

RESOLUTION NO. 2025-06

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR THE BLUE AND YOU MINI GRANT.

WHEREAS, the City of Farmington, Arkansas, has a desire to support the Farmington Police Department; and

WHEREAS, the Blue & You Mini Grant Program is making funds available in the form of grant funding; and

WHEREAS, if awarded this grant, the police department will purchase 24 IFAK (Individual First Aide Kit) kits w/Combat Gauze for our officers. These kits will provide officers with the necessary tools to provide Stop the Bleed on themselves, a fellow officer, or citizens; and

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

That the City Council and Mayor hereby support the application of grant funding from the Blue & You Grant Program for the Farmington Police Department and if the grant is awarded, will purchase 24 IFAK (Individual First Aide Kit) kits w/Combat Gauze for our officers.

PASSED AND APPROVED on this 14th day of April 2025.

APPROVED:

ERNIE PENN, MAYOR

ATTEST:

KELLY PENN
CITY CLERK



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

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

From: JIMMY BROTHERTON
Re: Blue & You Foundation – Mini Grant
Date: April 14, 2025

Recommendation

If awarded the Blue & You Foundation Mini Grant, the police department intends on purchasing 24 IFAK (Individual First Aid Kit) kits w/combat gauze for our officers.

Background

The Blue & You Foundation is awarding up to \$5,000.00 for this Mini Grant. If the requested amount of \$4,927.71 is granted, the police department will order these kits immediately so they can be issued to our officers.

Discussion

If awarded this grant, the police department will purchase the IFAK kit's through North American Rescue. By purchasing 24 kits, all of our patrol officers, school resource officers, detectives, and administrators will be issued their own kit. These kits include a tourniquet, wound dressing, gauze, chest seals, and QuikClot combat gauze. These kits will provide officers with the necessary tools to provide Stop the Bleed on themselves, a fellow officer, or citizens.

Budget Impact

\$0



Grant Application

Cycle: 2025 Mini Grants

Application ID

2025-6003 Farmington Police Department

Application Type

Mini Grant

Contact Information

Organization Information

Farmington Police Department
354 W Main St
Farmington, AR, 72730-2615
Phone: 479-267-3411

Primary Contact

James Brotherton
Title: Lieutenant
Phone: 479-267-3411
Email: jimmybrotherton@cityoffarmington-ar.gov

Project Overview

Project Name

Emergency IFAK Kits for Law Enforcement Officers

Amount Requested

Amount must be between \$1,000 and \$5,000.

\$4,927.71



Grant Application

Project Start Date

Must be after June 01, 2025

06/02/2025

Project End Date

Must be before December 31, 2025

12/31/2025

My organization is a

Government Entity

Is your project an existing program or a new, start up program?

New

Executive Summary

Grant Application

What is the mission of your organization?

To change your mission statement, click on your initial on the top right of the screen and select "Organization Profile." Mission statements and other details can be updated there.

The mission of the Farmington Police Department is to work in a true partnership with our fellow citizens of Farmington to enhance the quality of life in our city.

By raising the level of public safety through law enforcement, we reduce the fear and incidence of crime.

We strive to enhance our tradition of excellent service to all. We continue to seek support and cooperation from the community we serve and from those of us who serve the community. Our organizational culture is responsive to new ideas and is one in which all employees are given the opportunity to develop to their highest potential and see themselves as agents of change. We base all our relationships on the premise that the public and police are one.

In accomplishing these goals: service will be our commitment, honor and integrity our mandate

What is the need that has driven your organization to apply for this project?

With the continuous rise of violence in our neighborhoods, communities, schools, public events, and our nation as a whole, it is vital that our officers have potentially life saving Stop the Bleed equipment with them at all times. By having the IFAK Kits, our officers will have the necessary items for use on themselves, other officers, or civilians in an active killer or terroristic incident. These items have also been used in vehicle accidents, construction accidents, landscaping accidents, etc. At the Farmington Police Department, we strive to supply our officers with the necessary, up-to-date equipment for them to be able to perform their jobs. At this point, some of our officers have an IFAK Kit, and others do not. With the award of this grant, we would be able to supply all of our officers with these up-to-date IFAK Kits and have a couple in stock for our officers that will be hired in the near future. Purchasing new kits will ensure all contents are within their expiration window and work properly.

What is the condition or health topic targeted by your project?

If you are a school, please select "School Health Initiative."

Emergency Medical Equipment

Grant Application

Emergency Medical Equipment

Stop the Bleed Kits

What are the principal activities or methods your organization will implement to successfully achieve the objectives of the project?

With the award of this grant, our department will immediately purchase the IFAK Kits and issue them to all of our officers once we receive them. Our officers will be required to have the IFAK Kits readily available while patrolling and serving the citizens of Farmington.

Other than participation, how do you plan to measure the success of this program? What quantifiable data points will measure the progress, impact and outcomes of this project?

The Farmington Police Department will have knowledge of if and when this IFAK Kits or any of it's contents are used. Most generally, an Incident or Accident Report or Call for Service Report will be completed on an incident where these items are used. These reports will have details regarding why these items was used.

How many people will you directly impact with this funding?

These kits will be issued to 22 officers with our department.

Details

Primary Target Demographics

Age Demographic

What is the primary target demographic to be served by your project?

All Ages

Grant Application

Race/Ethnicity Demographic

What is the primary target demographic to be served by your project?

All

Gender/Sex Demographic

What is the primary target demographic to be served by your project?

General Population

Select your target demographic area or areas.

Please choose Statewide if your project will impact every county.

☐ Statewide

☒ Specific County/Counties

Select your target demographic area or areas.

Washington

Budget Information

Identify how you will spend the money.

With the award of this grant, the Farmington Police Department will order 24 IFAK Kits from North American Rescue via the companies website. The total for these kits along with shipping and handling.

Grant Application

Budget Narrative

Please explain the above requested expenses.

With the award of this grant, the Farmington Police Department will order 24 IFAK Kits from North American Rescue via the companies website. The total for these kits along with shipping and handling.

Attestation

Please proceed to Submit Page after completing the Attestation section of the application.

This organization does not discriminate on the basis of race, color, religion, age, gender, national origin, or disability (in accordance with applicable federal laws).

Agree

Any funds received for this proposal will be used for the stated charitable purpose and in accordance with the grant terms and conditions enclosed in the award letter, including completion of required reports by their deadlines.

Agree

We will acknowledge any grant received in accordance with the terms outlined in the grant award letter, and the Blue & You Foundation may publicize this project or program in all publications, including web-based communications, should the proposal be funded.

Agree

Should this proposal not be funded by Blue & You Foundation grants program, the organization authorizes Blue & You Foundation to share this proposal in its entirety with other potential funding sources at its discretion.

Yes



Grant Application

By typing my name in the following space, I certify that I am an authorized representative of the charitable organization named in this application. I further certify that this application is submitted with the full knowledge and consent of the organization's Board of Directors or other governing body.

Lt. James Brotherton

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Enter your destination to get a shipping estimate.

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United States

State/Province

Arkansas

Zip/Postal Code

72730

US Shipping

☒ Ground \$0.00

Subtotal	\$4,626.96
Shipping (US Shipping - Ground)	\$0.00
Tax	\$300.75
Order Total	\$4,927.71




PROCEED TO CHECKOUT

Chat

Apply Discount Code



Guest's Quote

Item	Price	Quantity	Subtotal
 <div>RIG Series Eagle IFAK w Combat Gauze - Black</div> <div>Color: Black</div> <div>Level: with Comba t Gauze</div> <div>Item #: 80-0517</div>	\$192.79	24	\$4,626.96
<div></div>			

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Black Talon



Agenda Item 13

RESOLUTION NO. 2025-07

A RESOLUTION WAIVING REQUIREMENTS OF COMPETITIVE BIDDING FOR APPROVAL OF REPAIR REQUEST FOR 241 RHEAS MILL ROAD (FORMER CITY HALL/LIBRARY BUILDING) BY PICK IT CONSTRUCTION PURSUANT TO A.C.A. §14-58-303(b)(2)(B)

WHEREAS, This building was previously used for the City Hall, Fire Department and Library. The building is now used for document storage and an exercise facility for city employees; and

WHEREAS, The exterior condition of the building needs immediate repairs and after reviewing it was determined that it is more cost effective to repair the existing building total cost to \$108,174.00; and

WHEREAS, Pick It Construction has completed construction projects for our City in the past and the workmanship and quality have been excellent; 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 repair for 241 Rheas Mill Road 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, by 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 authorizing the repairs from Pick It Construction for 241 Rheas Mill Road not to exceed \$108,174.00 out of the general fund.

PASSED AND APPROVED this 14th day of April 2025.

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

Re: Approval of Repair Request for 241 Rheas Mill Road (former City Hall/Library building) by Pick It Construction in the amount \$108,174

Date: April 14, 2025

Recommendation

City staff recommends approval of this request for the repairs of 241 Rheas Mill Road

Background

This building was previously used for the City Hall, Fire Department and library. The building is now used for document storage and an exercise facility for city employees.

The exterior condition of the building is in need of immediate repairs (See Attached repair list)

Discussion

After review of the repair requirements with representatives from Pick It Construction, it was determined that it is more cost effective to repair the existing building than it would be remove the building and build a totally new building. Pick It Construction has completed construction projects for our City in the past and the workmanship and quality has been excellent.

Budget Impact

\$108,174



DATE: 3/21/25

PROPOSAL SUBMITTED TO: City of Farmington

WORK PERFORMED AT: City of Farmington – Fitness Center

Scope: All supervision, labor and equipment to complete following scope of work

Inclusions:

Demo

- Demo all plywood soffit / fascias
- Demo all visible rotted fascia boards
- Demo Masonite at all gables
- Demo canopy roof at front entrance
- Demo 12x15 CMU Block wall addition on back of building – (Concrete Slab to Remain)
- Demo brick landscape wall at front wall
- Demo all existing roof underlayment, shingles, rotted decking, & drip edge.
- Demo rotted roof decking as needed

-

Repairs

- Repair all framing at sagging roof, pony wall on backside, and roof overhangs
- Added bracing at back pony wall where sagging
- Replace back door to exterior door.
- Replace rotted fascia boards
- repair framing at gabled ends

Finishes

- Roof underlayment
- Tamko Heritage “Weathered Wood” Shingles
- Drip edge at total perimeter
- Gutters / Down Spouts @ front and back of building
- Replace 2 existing aluminum storefront doors with new aluminum store front doors with side light glass on each side. (Main entry door to remain)
- New metal siding at all gabled ends (where Masonite currently is)
- Painting of all block / brick
- Metal canopy at front door

Pick-It Construction, Inc.

10024 N Campbell Rd. Fayetteville, AR. 72701

Phone:479-973-5109

www.pickitconstrction.com

Fax:479-571-3672



Exclusions:

1. Any work not listed above.
2. All extra work that may be needed due to unforeseen circumstances that are discovered during demolition will be cost + 20%. These circumstances will be brought up and discussed with owner before moving forward.

NOTE:

All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are subject to changes due to accidents or delays beyond our control. We propose hereby to furnish labor-complete in accordance with above specifications, for the sum of: **\$108,174.00** with payment to be made as follows:

PROGRESS INVOICES WILL BE ISSUED FOR WORK COMPLETED & MATERIALS STORED ON-SITE ON THE 15TH & 30TH OF EVERY MONTH. PAYMENT IS DUE 15 DAYS FROM ISSUANCE OF INVOICE. FINAL PAYMENT DUE UPON COMPLETION

(NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, 12% INTEREST WILL BE ADDED)

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions please feel free to give me a call.

NOTE: This proposal may be withdrawn if not accepted within 30 days
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of **\$108,174.00**. Payment will be made as outlined above.

I, _____, wish to accept this proposal as specified above.

DATE: _____, SIGNATURE _____.

DATE: _____ SIGNATURE _____

Nathan Ogden, President

Pick-It Construction, Inc.
10024 N Campbell Rd. Fayetteville, AR. 72701
Phone: 479-973-5109 www.pickitconstruction.com Fax: 479-571-3672

Agenda Item 14

ORDINANCE NO. 2025-01

**AN ORDINANCE REZONING PROPERTY AT 357 S. HUNTER STREET;
9,15,19 & 25 W. DAKOTA TRAIL, FROM R-1 & R-2, RESIDENTIAL, TO
MF-2, MULTI-FAMILY, AS REQUESTED BY COX DEVELOPMENT
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 Cox Development LLC is zoned R-1 & R-2, Residential; and

WHEREAS, after a public hearing on March 24, 2025, the Farmington Planning Commission voted during a regular scheduled meeting to rezone the real property owned by Cox Development LLC from R-1 & R-2, Residential to MF-2 Multi-Family.

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

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

From R-1 & R-2, Residential to MF-2 Multi-Family, for the real property described in Exhibit "A" which is attached hereto and made a part hereof.

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

SECTION 3. EMERGENCY CLAUSE: That the City Council of the City of Farmington, Arkansas further determines that this ordinance is necessary to adequately promote the of the inhabitants of the City; therefore, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED AND IN EFFECT this 14th day of April 2025.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk

EXHIBIT

A

Property Description:

Part of Lots 11 and 12 of South Haven, Phase 3, to the City of Farmington, Arkansas, as shown on plat of record in Plat Book 23, Page 60, Washington County, Arkansas being more particularly described as follows:

Beginning at the Northeast corner of said Lot 11; Thence along the Southeast line of said Lots 11 and 12, South $44^{\circ}46'58''$ West, a distance of 170.00 feet; Thence North $07^{\circ}11'34''$ West, a distance of 121.79 feet to the North line of said Lot 11; Thence South $89^{\circ}55'50''$ East, 135.00 feet to the Point of Beginning, containing 0.19 acres, more and or less.

Property Description : Survey Description-Tract 2, Plat of Survey for Kent Cox

A part of the SE1/4 of the NW1/4 of Section 26, T-16-N, R-31-W, and being more particularly described as follows: Beginning at a ½" rebar that is N 89°6'35" W 645.17 feet and N 44°46'58" E 571.33 feet from the Southeast corner of the SE ¼ of the NW ¼ of said Section 26, and running thence N 44° 46'58" E 325.96 feet to the centerline of Arkansas State Highway No. 170 (Hunter Road); thence S 00°60'40" E 218.71 feet along said centerline; thence leaving said centerline and running S 86°53'00" W 233.18 feet to the point of beginning, containing 0.58 acres, more or less, Washington County, Arkansas.

Subject to the Arkansas State Highway No. 170 (Hunter Road) right-of along the East line and any other easements and/or rights-of-way of record.

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: Cox Development LLC Day Phone: _____
357 S Hunter St; 9, 15, 19, & 25 W Dakota Trail
Address: Farmington, AR 72730 Fax: _____

Representative: DCI Day Phone: 479-444-7880
1 E Center St, Suite 290,
Address: Fayetteville, AR 72701 Fax: _____

Property Owner: Cox Development LLC Day Phone: _____
17973 N Skylight Mtn Rd,
Address: Cane Hill, 72717 Fax: _____

Indicate where correspondence should be sent (circle one): Applicant – Representative -- Owner

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

Property Description

Site Address -- 357 S Hunter St; 9, 15, 19, & 25 W Dakota Trail, Farmington, AR 72730
Current Zoning -- R-1 & R-2 Proposed Zoning -- MF-2

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

Type of zoning requested and reason for request:

R-1 & R-2 to MF-2: This rezone is being requested to create a more uniform MF-2 district for the property owner.

Responsibilities of the Applicant:

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

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

2. Pay a \$25.00 application fee

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

4. Written authorization from the property owner if someone other than the owner will be representing the request.

5. Publish the following notice of public hearing in a newspaper serving the City (*Northwest Times, the Morning News, Arkansas Democrat-Gazette or The Farmington Post*). **THE NOTICE MUST APPEAR IN THE PAPER A MINIMUM OF 15 DAYS BEFORE THE PUBLIC HEARING DATE.**

NOTICE OF PUBLIC HEARING

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

PLACE LEGAL DESCRIPTION OF PROPERTY HERE

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

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

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

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

Kent Corb Date 2/24/25
Applicant Signature

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

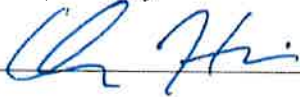
Kent Corb Date 2/24/25
Owner/Agent Signature

AFFIDAVIT

I hereby certify that I Chase Henrichs
Print name

acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copy of the notice, mailing receipts, list of property owners of record, return cards, and any notices that were undeliverable.

Signature: _____



Date: _____

02/19/2025

**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:

357 S Hunter St; 9, 15, 19, & 25 W Dakota Trail, Farmington, AR 72730

Location

Cox Development LLC & Cox Holdings 1 LLC

Owned by

NOTICE IS HEREBY GIVEN THAT an application has been filed for REZONING of the above property from R-1 & R-2 to MF-2.

A public hearing on said application will be held by the Farmington Planning Commission at Farmington City Hall, 354 W. Main St. on March 24, 2025 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, 479-267-3865.



7018 0680 0000 5220 1101



72704

MAR 05, 2025

\$9.68

S2324N506047-8

RDC 99

Stacy Lynn Liles
Parcel 760-02619-000
2708 Westminster
Fayetteville, AR 72704

LN 3/4/25
R34 A/T

NIXIE 722 DE 1 0003/29/25
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

.. 9327000900205006

7270480000
72212>4155

SC: 72212415570 *2755-07740-05-43

AGENT AUTHORIZATION

I (We), Kent Cox, Cox Development LLC, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s), DCI, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City of Farmington considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Kent Cox

Property Owner - Signature

Kent Cox

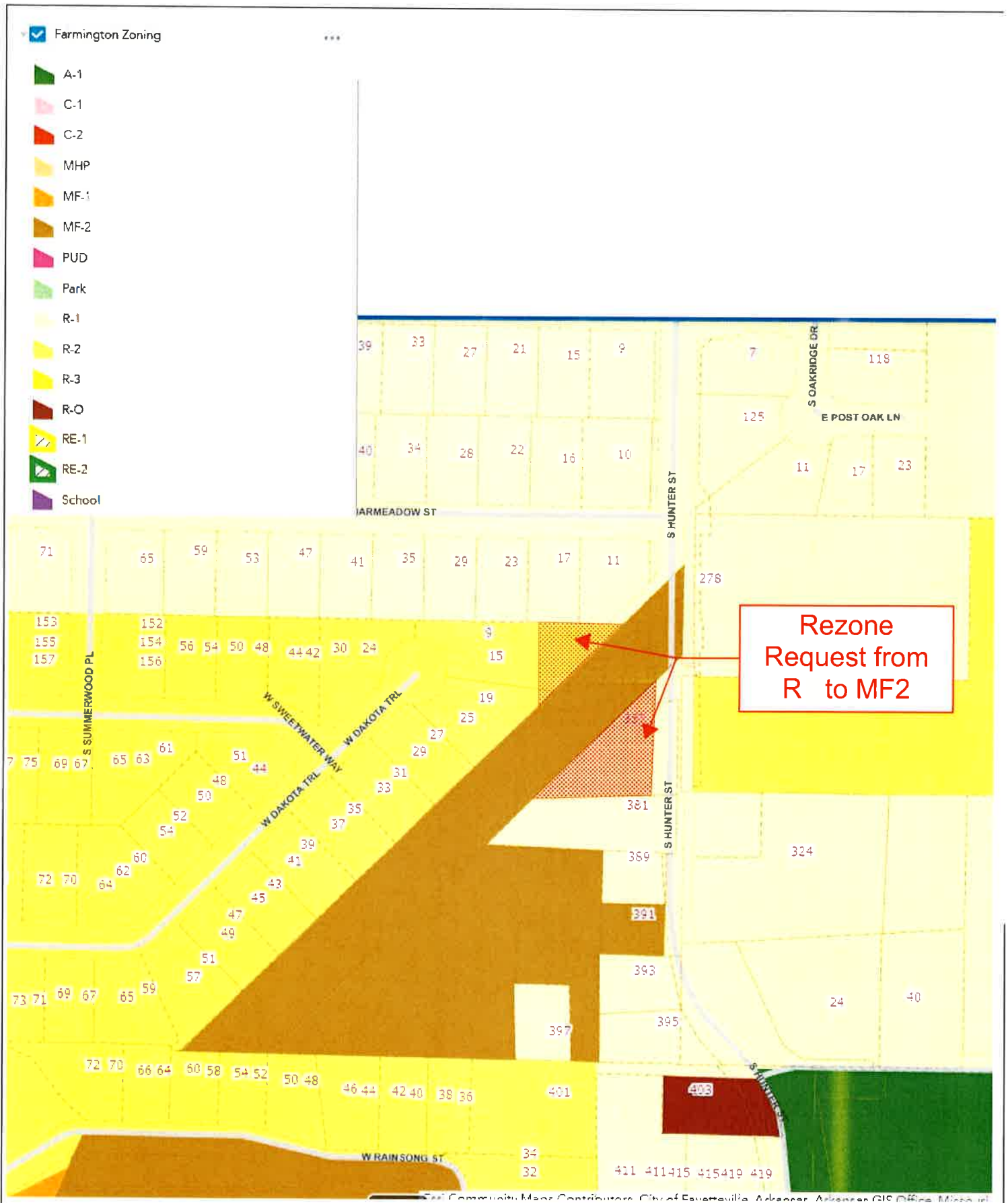
Property Owner - Print

Kent Cox

Property Owner - Signature

Kent Cox

Property Owner - Print



DEVELOPMENT		CONSULTANTS	INCORPORATED	
PROJECT NO: 24-207	PROJECT TITLE: COX DEVELOPMENT LLC REZONE		REVISIONS	COPYRIGHT: 2025
SHEET NO: RZ-01	SHEET TITLE: REZONE EXHIBIT			SCALE: N/A
				DATE: 02-18-2025

Doc ID: 009731950002 Type: REL
Recorded: 03/07/2006 at 01:03:02 PM
Fee Amt: \$11.00 Page 1 of 2
Washington County, AR
Bette Stamps Circuit Clerk
File 2006-00009284

WARRANTY DEED
(with Relinquishment of Rights)

KNOW ALL MEN BY THESE PRESENTS:

That we, **John L. Hassell, a married person**, hereinafter called Grantors for and in consideration of the sum of Ten Dollars and no/100...(\$10.00) and other good and valuable consideration paid by **Cox Development, LLC, an Arkansas limited liability company**, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto Grantee's heirs and assigns forever, the following described property situate in the County of Washington, State of Arkansas, to-wit:

A part of the SE¼ of the NW¼ of Section 26, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a point in the centerline of Arkansas State Highway No 170, said point being 328 feet North, N 89°00'00" W, 9 feet, and N 00°32'00" W, 90.7 feet from the SE corner of said 40 acre tract and running thence S 86°53'00" W, 225 feet; thence N 44°40'00" E, 212 feet; thence N 82°00'00" E, 75 feet to the centerline of said Highway No. 170; thence S 00°32'00" E, 150 feet to the point of beginning, containing 0.51 acres, more or less. Subject to the Hwy No. 170 Right-of-Way record.

TO HAVE AND TO HOLD The same unto the Grantee and unto Grantee's heirs and assigns forever, with all appurtenances thereunto belonging. And Grantor hereby covenants with Grantee that Grantor will forever warrant and defend the title to the property against all lawful claims whatever except easements, special assessments and restrictions of record, if any.

And I, **Mary R. Hassell**, spouse of said **John L. Hassell**, for and in consideration of the said sum of money, do hereby release and relinquish unto said Grantee, and to Grantee's heirs and assigns forever, all my right and possibility of dower, curtesy and homestead, in and to the above described real property.

WITNESS our hands this 3rd day of March, 2006.



John L. Hassell
John L. Hassell
Mary R. Hassell
Mary R. Hassell

Heritage Land Title of Arkansas
2153 E. Joyce Blvd., Ste. 201
Fayetteville, AR 72703

27215 BH

ACKNOWLEDGMENT

State of Arkansas)
)ss.
County of Washington)

BE IT REMEMBERED, that on this day came before, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting **John L. Hassell and Mary R. Hassell** to me well known as the Grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 3rd day of March, 2006.



My commission expires:

Brand Hoskins
Notary Public

Prepared by: Heritage Land Title of Arkansas
2153 E. Joyce Blvd, Suite 201
Fayetteville, Arkansas 72703

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Brand Hoskins
Grantee or Grantee's Agent

17973 N Skyline Mtn Rd
Address to send next tax statement

27215BH

Cane Hill AR 72717

Type: REAL ESTATE
Kind: QUITCLAIM DEED
Recorded: 12/31/2024 9:08:06 AM
Fee Amt: \$30.00 Page 1 of 4
Washington County, AR
Kyle Sylvester Circuit Clerk

File# 2024-00034093

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **Cox Property Management, L.L.C.**, GRANTOR, having been duly authorized pursuant to a resolution of its Members, Managers, or otherwise, for the consideration of the sum of One Dollar and no/100 (\$1.00) and other good and valuable consideration paid by **Cox Holdings 1, LLC** Grantee, hereby transfers and quitclaims unto said Grantee and Grantee's heirs and assigns forever, all its right, title, interest, equity and estate in and to the following described land situate in the **County of Washington**, Arkansas, to-wit:

See Attached Exhibit "A"

This deed was prepared at the request of the Grantor without examination of title.

Subject to Easements, Rights of Way, and Covenants of Record, if any. Subject to all prior reservations, restrictions, and conveyances of gas, oil, and/or other minerals and rights thereto. Subject to oil and gas leases, if any. Subject to all matters that would be shown by an accurate survey and inspection of the premises

To have and to hold the same unto the Grantee, and unto its heirs and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

WITNESS our hands this 30 day of December, 2024.

Cox Property Management, L.L.C.

Kent Cox
By: Kent Cox, Manager/Member

Carla Jean Cox
By: Carla Jean Cox, Member

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Washington)ss

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Kent Cox and Carla Jean Cox** are to me personally well-known or sufficiently proven to be the same persons whose names are subscribed to the foregoing instrument, who stated that they are the **Manager/Members of Cox Property Management, L.L.C.**, and were duly authorized in said capacity to execute the foregoing instrument, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30 day of December, 2024.

My commission expires: 09-19-34

Brandi Hoskins
Notary Public

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

None Required
Grantee or Agent

17973 N Skylight Attn Rd
Send next tax statement to Grantee's Address

Care Hill AR 72717

Prepared by or under the supervision of:

Thorn Law Firm, PLLC
2126 Wildcat Creek Blvd
Springdale, AR 72762



Exhibit "A"

Lots 7, 8, 9, 10 and 11 Prairie Meadows Subdivision, Phase I, to the City of Prairie Grove, Arkansas, as per the plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

AND

Tract 12A: Part of Lot 12 of Prairie Meadows Subdivision, Phase I as per plat on file in the Office of the Circuit Clerk in Washington County, Arkansas and being described as follows: Beginning at the SE Corner of said Lot 12, thence N25°45'39"W 75.00 feet to the P.O.B., thence S64°14'21"W 122.72 feet, thence N25°45'39"W 70.00 feet, thence along a curve to the right 39.27 feet, said curve having a radius of 25.00 feet and a chord bearing of N19°14'21"E 35.36 feet, thence N64°14'21"E 95.37 feet, thence along a curve to the left 2.35 feet, said curve having a radius of 100.00 feet and a chord bearing of N63°33'55"E 2.35 feet, thence S25°45'39"E 95.03 feet to the P.O.B. Containing 0.26 acres more or less.

AND

Lot 12B of the Lot Split of Lot 12, Prairie Meadows, Phase I to the City of Prairie Grove, Arkansas, as shown on plat of survey recorded as land document #2005-4464, being more particularly described as follows: Beginning at the SE Corner of said Lot 12, thence S64°14'21"W 122.72 feet, thence N25°45'39"W 75.00 feet, thence N64°14'21"E 122.72 feet, thence S25°45'39"E 75.00 feet to the P.O.B. containing 0.21 acres more or less.

AND

Lot 13A: Part of Lot 13 of Prairie Meadows Subdivision, Phase I as per plat on file in the Office of the Circuit Clerk in Washington County, Arkansas and being described as Beginning at the SW corner of said Lot 13, thence N25°45'39"W 200.00 feet, thence N64°14'21"E 80.50 feet, thence S25°45'39"E 200.00 feet, thence S64°14'21"W 80.50 feet to the point of beginning, containing 0.37 acres, more or less.

AND

Lots 136, 137, 139, 140 and 141, Prairie Meadows Subdivision, Phase 2, to the City of Prairie Grove, Arkansas, as shown on plat of record in plat book 23A, at page 121, and as described in an affidavit to correct the legal description, recorded as land document #2004-46942, plat records of Washington County, Arkansas.

AND

A part of Lot 13B of Prairie Meadows Subdivision, Phase I, as per plat on file in the Office of the Circuit Clerk in Washington County, Arkansas, and being described as follows: commencing at the SW corner of original Lot 13, thence North 64 degrees 14 minutes 21 seconds East 80.50 feet, thence North 25 degrees 45 minutes 39 seconds West 138.75 feet to the POB, thence North 25 degrees 45 minutes 39 seconds West 61.25 feet, thence North 64 degrees 14 minutes 21 seconds East 94.50 feet, thence along a curve to the right 39.27 feet, said curve having a radius of 25.00 feet and a chord of South 70 degrees 45 minutes 39 seconds East 35.36 feet, thence

South 25 degrees 45 minutes 39 seconds East 36.25 feet, thence South 64 degrees 14 minutes 21 seconds West 119.50 feet to the POB, containing 7,185 sq. feet more or less.

AND

A part of Lot 13B of Prairie Meadows Subdivision, Phase I, as per plat on file in the Office of the Circuit Clerk in Washington County, Arkansas, and being described as follows: commencing at the SW corner of original Lot 13, thence North 64 degrees 14 minutes 21 seconds East 80.50 feet, thence North 25 degrees 45 minutes 39 seconds West 92.50 feet to the POB, thence North 25 degrees 45 minutes 39 seconds West 46.25 feet, thence North 64 degrees 14 minutes 21 seconds East 119.50 feet, thence South 25 degrees 45 minutes 39 seconds East 46.25 feet, thence South 64 degrees 14 minutes 21 seconds West 119.50 feet to the POB, containing 5,527 sq. feet more or less.

AND

Lots 5, 6, 9, 10, 11, 12, 13, 20, 32, 35, 39 and 41, South Haven, Phase III, a Subdivision to the City of Farmington, Arkansas, as shown on plat of record in Plat Book 23, at Page 60, plat records of Washington County, Arkansas.

Washington County, AR
I certify this instrument was filed on
12/31/2024 9:08:06 AM
and recorded in REAL ESTATE

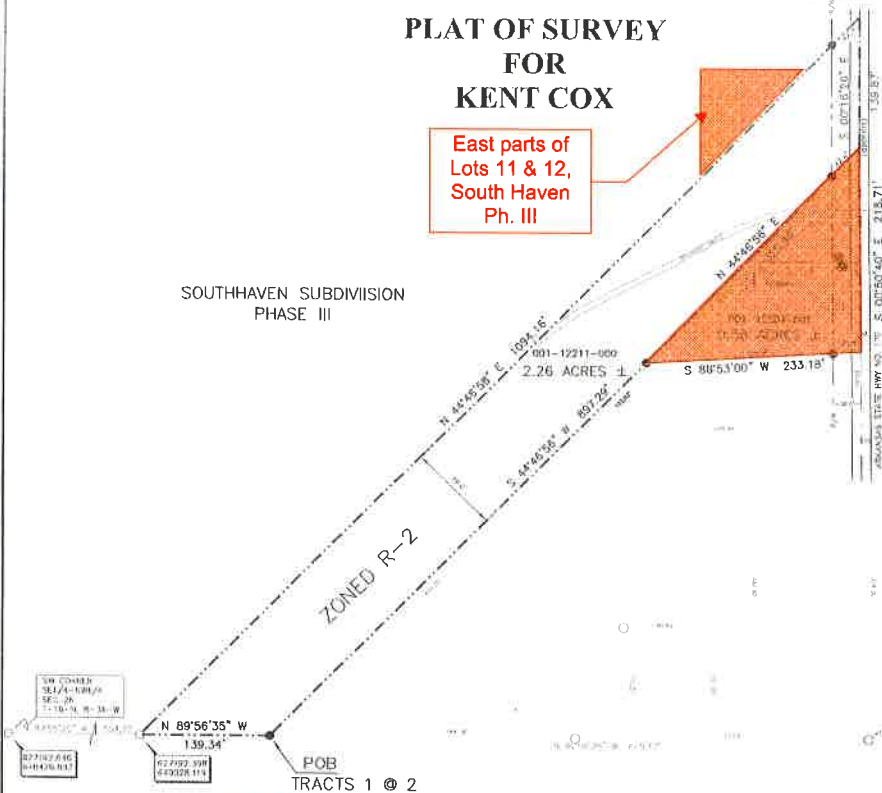
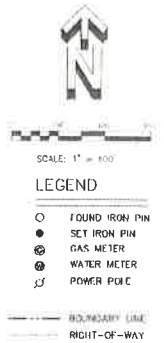
File# 2024-00034093
Kvle Sylvester - Circuit Clerk



PLAT OF SURVEY FOR KENT COX

East parts of
Lots 11 & 12,
South Haven
Ph. III

SOUTHAVEN SUBDIVISION
PHASE III



LEGAL DESCRIPTION - TRACT 1

Six (6) rods of equal and uniform width of the Northwestern side of the following described tract of land, to-wit: the centerline of the former right-of-way of the Ozark and Cherokee Central (now Frisco) Railway Company being the Northwestern line. All that part of the SE1/4 of the NW1/4 of Section 26, in Township 16 North, Range 31 West of the 5th P.M., lying South and East of the centerline of the former right-of-way of the Ozark and Cherokee Central (now Frisco) Railway Company, containing 0.34 acres, more or less, and containing herein conveyed 2.14 acres, more or less, being more particularly described as follows:

Beginning at a 1/2" rebar located at a point that is N 89°56'35" W 645.17 feet from the Southeast corner of the SE1/4 of the NW1/4 of said Section 26 and running thence N 89°56'35" W 139.34 feet to a concrete monument located at the Southeast corner of the South Haven Subdivision, Phase 3, thence N 44°46'58" E 1094.16 feet along the East line of said Subdivision and its projection to the centerline of Arkansas State Highway No. 170 (Hunter Road); thence S 00°50'40" E 139.88 feet along said centerline; thence leaving said centerline and running S 44°46'56" W 897.29 feet to the point of beginning, containing 2.26 acres, more or less, City of Prairie Grove, Washington County, Arkansas.

Subject to the Arkansas State Highway No. 170 (Hunter Road) right-of-way along the East line and any other easements and/or right-of-ways of record.

SURVEY DESCRIPTION - TRACT 2

A part of the SE1/4 of the NW1/4 of Section 26, in Township 16 North, Range 31 West and being more particularly described as beginning at a 1/2" rebar that is N 89°56'35" W 645.17 feet and N 44°46'58" E 571.33 feet from the Southeast corner of the SE1/4 of the NW1/4 of said Section 26, and running thence N 44°46'58" E 325.96 feet to the centerline of Arkansas State Highway No. 170 (Hunter Road); thence S 00°50'40" E 218.71 feet along said centerline; thence leaving said centerline and running S 86°53'00" W 233.18 feet to the point of beginning, containing 0.38 acres, more or less, Washington County, Arkansas. Subject to the Arkansas State Highway No. 170 (Hunter Road) right-of-way along the East line and any other easements and/or right-of-ways of record.

FLOOD CERTIFICATION: The herein described tract is in a non-flooded area and not within the 100 year flood plain per FIRM map no. 05143C0090D, dated 7-21-99.

SURVEYORS CERTIFICATION: I hereby certify that I have surveyed the herein described tract and that the property lines and corner monuments are, to the best of my knowledge and ability, correctly established as shown. Also, any easements and/or encroachments revealed by said survey are shown hereon.

William J. Jenkins
William J. Jenkins, Surveyor

BASIS FOR RECORD: South Haven Subdivision, Phase 3, as filed BK PG 23-60 in the Office of the Circuit Clerk Ex-officio Recorder, Washington County, Arkansas.

JENKINS SURVEYING, INC.		DATE: 2/20/07
125 E TOWNSHIP STE 8		DRAWN BY: dwj
FAYETTEVILLE, AR 72703		SCALE: 1" = 100'
PHONE: (479) 445-6907		FIELD BOOK: N/A
FAX: (479) 445-6905		JOB NO: 07-030
PLAT CODE: 500-15H-31W-0-26-420-72-685		