



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

CITY COUNCIL AGENDA
June 11, 2018

A regular meeting of the Farmington City Council will be held on
Monday, June 11, 2018 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 – May 14, 2018 City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
10. Items to be removed from City of Farmington Inventory – **SEE MEMO**

PUBLIC HEARING

11. Public hearing to vacate an easement at 32 West White Street.

NEW BUSINESS

12. Ordinance No. 2018-07 – An ordinance to vacate the easement located at 32 West White Street, to the City of Farmington, Arkansas and for other purposes.

13. Ordinance No. 2018-08 – An ordinance rezoning property at 46 E. Wilson from A-1, agriculture district, to R-2, single family residential, as requested by CFC Properties.

14. Request approval of contract to acquire right-of-way for Hwy. 170.

15. Request approval to accept bid from N.E.C., Inc. for North Hunter Street culvert replacement.

INFORMATIONAL ITEMS:

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

Minutes

Minutes of the Regular Farmington City Council Meeting May 14th, 2018

The regular meeting of the Farmington City Council scheduled for Monday, May 14th, 2018 was called to order at 6:00 pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Council Members answered to their names: Patsy Pike, Sherry Mathews, Keith Lipford Linda Bell, Brenda Cunningham, Bobby Morgan, Diane Bryant and Shelly Parsley. Also present were City Business Manager Melissa McCarville and City Attorney Tennant. Mayor Penn led the Pledge of Allegiance.

Comments from Citizens – None

Approval of the minutes for the April 9th, 2018 regular meeting of the city council. On the motion of Council Member Cunningham and a second by Council Member Parsley and by the consent of all Council Members present after a roll call vote, the minutes for the meeting were approved as presented 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 Bryant 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.

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

Mayor Penn announced that the Public Participation Meeting for Strategic Planning will be held Saturday June 2nd from 10:00 am to 12:00 pm. City Clerk Penn informed the council the election packets were now available and the first day to file is July 27th. All position 2 seats as well as Mayor, City Clerk and City Attorney are up for election for 4-year terms.

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

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

Old Business

Ordinance No. 2018-05 An Ordinance to amend the wireless telecommunications ordinance for the City of Farmington, Arkansas, repeal all other ordinances and parts of Ordinances in conflict herewith, and for other purposes.

Council Member Bell made a motion to put suspend the rule requiring the reading of an ordinance in full on 3 different dates and for Ordinance 2018-05 be read 1 time by title only. It was seconded by Council Member Parsley, and by the consent of all Council Members present after a roll call vote, the motion was approved 8-0. City Attorney Tennant read the Ordinance by title only. Mayor Penn asked shall the Ordinance pass? After a roll call vote it was approved 8-0. City Attorney Tennant read Ordinance 2018-05 by title only.

Ordinance No. 2018-06 An Ordinance to establish standards for small wireless facilities to be placed in city right of ways in the City of Farmington, Arkansas and for other purposes.

Council Member Lipford made a motion to put suspend the rule requiring the reading of an ordinance in full on 3 different dates and for Ordinance 2018-06 be read 1 time by title only. It was seconded by Council Member Parsley, and by the consent of all Council Members present after a roll call vote, the motion was approved 8-0. City Attorney Tennant read the Ordinance by title only. Mayor Penn asked shall the Ordinance pass? After a roll call vote it was approved 8-0. City Attorney Tennant read Ordinance 2018-06 by title only.

New Business

Resolution No. 2018-04 A Resolution setting a public hearing to discuss the closing of an easement at 32 white Street, Farmington Ar

Property owner Jeff Stonecypher asked the council to approve the request for a public hearing so he can build at 32 White Street. On the motion of Council Member Bell and a second by Council Member Parsley and by the consent of all Council Members present after a roll call vote, Resolution 2018-04 was approved 8-0.

Request Approval to order a box culvert for the Hunter Street bridge project

On the motion of Council Member Bryant and a second by Council Member Lipford and by the consent of all Council Members present after a roll call vote, the motion to approve the purchase of a box culvert for the Hunter Street Bridge Project, purchase price not to exceed \$50,000.00 was approved 8-0.

Request Approval to accept bid on Southwinds/Rainsong drainage project

After a brief presentation by Engineer Chris Brackett a motion was made to accept the low bid of \$348,154.73 by Diamond C Construction. The motion was made by Council Member Bell and seconded by Council Member Bryant and by the consent of all Council Members present after a roll call vote, the motion was approved 8-0 to accept the low bid of \$348,154.73 by Diamond C Construction for the Southwinds/Rainsong drainage projects approved 8-0.

Librarian Rachel ----- informed the council of the death of Library Board Member Jane Vest.

There being no further business to come before the council and on the motion of Council Member Lipford and seconded by Council Member Bryant and by the consent of all members present, the meeting adjourned at 6:36 pm until the next regularly scheduled meeting to be held Monday June 11, 2018 at in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

City Clerk Kelly Penn

Mayor Ernie Penn

Financial

FARMINGTON SALES TAX COMPARISON

MONTH	CITY SALES TAX		Extra 1/2 penny	STATE SALES TAX	
	2017	2018		2017	2018
JANUARY	\$ 57,103.51	\$ 63,631.38	\$ 32,409.74	\$ 94,536.33	\$ 95,058.02
FEBRUARY	\$ 61,852.68	\$ 76,812.89	\$ 45,591.25	\$ 105,195.78	\$ 111,896.20
MARCH	\$ 64,178.41	\$ 63,060.76	\$ 31,839.12	\$ 90,177.29	\$ 91,349.64
APRIL	\$ 64,037.29	\$ 59,653.41	\$ 35,241.53	\$ 89,619.16	\$ 91,794.18
MAY	\$ 66,577.23	\$ 67,065.94	\$ 42,654.07	\$ 99,256.59	\$ 106,893.56
JUNE	\$ 61,111.32			\$ 93,107.16	
JULY	\$ 69,900.21			\$ 103,314.13	
AUGUST	\$ 66,619.94			\$ 100,462.04	
SEPTEMBER	\$ 65,692.07			\$ 98,935.97	
OCTOBER	\$ 61,517.09			\$ 100,562.81	
NOVEMBER	\$ 65,220.51			\$ 99,640.31	
DECEMBER	\$ 66,565.66			\$ 96,779.83	
TOTALS	\$ 770,375.92	\$ 330,224.38	\$187,735.71	\$ 1,171,587.40	\$ 496,991.60
Monthly Comparison - April 2017/April 2018		\$ 488.71	Increase (Decrease)	\$ 8,125.68	\$ 7,636.97
YTD comparison		Increase for 2018 over 2017 YTD - City Sales Tax	\$ 171,260.45	Increase for 2018 over 2017 YTD - State Sales Tax	\$ 18,206.45

GENERAL FUND

10:33 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
Revenue & Expenditures			
GENERAL REVENUES			
Revenue			
ACCIDENT REPORT REVENUES	910.00	1,000.00	91.00%
ACT 833	0.00	20,000.00	0.00%
ALCOHOL SALES TAX	1,750.03	3,000.00	58.33%
ANIMAL CONTROL REVENUES	1,545.00	2,500.00	61.80%
BOND FUND REIMB REVENUES	131,737.61	0.00	0.00%
BUILDING INSPECTION FEES	50,146.00	60,000.00	83.58%
BUSINESS LICENSES	5,525.00	5,000.00	110.50%
CITY COURT FINES	55,738.57	100,000.00	55.74%
CITY SALES TAX REVENUES	517,960.09	850,000.00	60.94%
COUNTY TURNBACK	267,718.41	415,000.00	64.51%
DEVELOPMENT FEES	24,730.00	7,000.00	353.29%
FRANCHISE FEES	214,355.12	375,000.00	57.16%
GARAGE SALE PERMITS	940.00	3,000.00	31.33%
INTEREST REVENUES	3,334.01	2,000.00	166.70%
MISCELLANEOUS REVENUES	1,294.76	1,200.00	107.90%
PARK RENTAL	620.00	1,400.00	44.29%
SALES TAX - OTHER	496,991.60	1,090,000.00	45.60%
SPORTS COMPLEX FEES	31,055.00	50,000.00	62.11%
SRO REIMBURSEMENT REVENUES	7,473.66	25,000.00	29.89%
STATE TURNBACK	38,833.71	100,000.00	38.83%
Revenue	\$1,852,658.57	\$3,111,100.00	

6/6/2018

GENERAL FUND

10:33 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
ADMINISTRATIVE DEPT			
Expenses			
ADDITIONAL SERVICES EXPENSE	127,673.71	160,000.00	79.80%
ADVERTISING EXPENSE	2,595.32	7,000.00	37.08%
BUILDING MAINT & CLEANING	9,556.67	40,000.00	23.89%
CREDIT CARD FEE EXPENSE	1,612.11	4,000.00	40.30%
ELECTION EXPENSES	0.00	4,000.00	0.00%
INSURANCES EXPENSE	1,749.33	31,000.00	5.64%
LEGAL FEES	0.00	10,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	6,052.22	20,000.00	30.26%
MISCELLANEOUS EXPENSE	0.00	2,000.00	0.00%
NEW EQUIPMENT PURCHASE	2,581.46	10,000.00	25.81%
PAYROLL EXP - CITY ATTRNY	16,231.80	33,500.00	48.45%
PAYROLL EXP - ELECTED OFFICIAL	31,877.32	121,500.00	26.24%
PAYROLL EXP - REGULAR	95,336.26	225,000.00	42.37%
PLANNING COMMISSION	4,341.08	19,400.00	22.38%
POSTAGE EXPENSE	496.19	3,000.00	16.54%
PROFESSIONAL SERVICES	13,578.20	45,000.00	30.17%
REPAIR & MAINT - EQUIPMENT	73.95	0.00	0.00%
REPAIR & MAINT - OFFICE EQUIP	301.27	5,000.00	6.03%
RETURNED CHECK	125.00	250.00	50.00%
TECHNICAL SUPPORT	4,350.92	20,000.00	21.75%
TELECOMMUNICATION EXPENSES	998.70	1,000.00	99.87%
TRAVEL, TRAINING & MEETINGS	8,371.54	11,000.00	76.10%
UTILITIES EXPENSES	29,712.68	60,000.00	49.52%
Expenses	\$357,615.73	\$832,650.00	

6/6/2018

GENERAL FUND

10:33 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
ANIMAL CONTROL DEPT			
Expenses			
FUEL EXPENSES	353.24	2,000.00	17.66%
MATERIALS & SUPPLIES EXPENSE	85.01	600.00	14.17%
NEW EQUIPMENT PURCHASE	0.00	800.00	0.00%
PAYROLL EXP - REGULAR	24,299.50	56,000.00	43.39%
PROFESSIONAL SERVICES	3,454.00	20,000.00	17.27%
REPAIR & MAINT - AUTOMOBILES	49.22	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	17.21	1,000.00	1.72%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	0.00	800.00	0.00%
Expenses	\$28,258.18	\$81,700.00	

6/6/2018

GENERAL FUND

10:33 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
BUILDING PERMIT DEPT			
Expenses			
FUEL EXPENSES	789.90	2,500.00	31.60%
PAYROLL EXP - REGULAR	33,073.66	80,500.00	41.09%
REPAIR & MAINT - AUTOMOBILES	70.54	1,500.00	4.70%
TRAVEL, TRAINING & MEETINGS	1,123.33	5,000.00	22.47%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
Expenses	\$35,057.43	\$90,500.00	

6/6/2018

GENERAL FUND

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Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
FIRE DEPT			
Expenses			
FUEL EXPENSES	2,409.82	5,000.00	48.20%
HAZMAT EXPENSES	2,270.12	2,400.00	94.59%
MATERIALS & SUPPLIES EXPENSE	3,220.65	8,500.00	37.89%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	6,500.00	0.00%
PAYROLL EXP - REGULAR	156,132.64	380,000.00	41.09%
REPAIR & MAINT - EQUIPMENT	1,346.86	3,000.00	44.90%
REPAIR & MAINT - TRUCK	2,413.22	6,000.00	40.22%
TRAVEL, TRAINING & MEETINGS	336.00	3,000.00	11.20%
UNIFORMS/GEAR EXPENSE	3,941.68	12,200.00	32.31%
Expenses	\$172,070.99	\$427,100.00	

6/6/2018

GENERAL FUND

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Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
LAW ENFORCE - COURT			
Expenses			
MATERIALS & SUPPLIES EXPENSE	1,579.77	1,300.00	121.52%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	3,000.00	0.00%
PAYROLL EXP - REGULAR	38,194.13	103,000.00	37.08%
SPECIAL COURT COSTS	0.00	6,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	431.96	2,200.00	19.63%
Expenses	\$40,205.86	\$115,900.00	

6/6/2018

GENERAL FUND

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Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
LAW ENFORCE - POLICE			
Expenses			
BREATHALYZER EXPENSES	188.62	700.00	26.95%
DRUG TASK FORCE	0.00	2,000.00	0.00%
FUEL EXPENSES	10,645.66	30,000.00	35.49%
MATERIALS & SUPPLIES EXPENSE	10,833.89	36,000.00	30.09%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	25,822.50	32,000.00	80.70%
PAYROLL EXP - REGULAR	362,001.37	890,000.00	40.67%
PAYROLL EXP - SRO	29,489.57	61,000.00	48.34%
REPAIR & MAINT - AUTOMOBILES	7,116.57	20,000.00	35.58%
REPAIR & MAINT - EQUIPMENT	762.75	3,000.00	25.43%
TRAVEL, TRAINING & MEETINGS	3,567.14	4,500.00	79.27%
UNIFORMS/GEAR EXPENSE	4,040.16	9,500.00	42.53%
Expenses	\$454,468.23	\$1,089,200.00	

6/6/2018

10:33 AM

GENERAL FUND

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
PARKS DEPT			
Expenses			
FUEL EXPENSES	1,193.33	3,000.00	39.78%
MATERIALS & SUPPLIES EXPENSE	656.84	4,500.00	14.60%
MISCELLANEOUS EXPENSE	0.00	1,000.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	10,000.00	0.00%
PAYROLL EXP - REGULAR	45,167.56	89,000.00	50.75%
PAYROLL EXP - SPORTS COMPLEX	17,988.70	55,000.00	32.71%
PROFESSIONAL SERVICES	665.00	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	1,152.58	4,000.00	28.81%
SPORTS PARK FUEL	298.16	1,500.00	19.88%
SPORTS PARK MATERIALS	11,115.44	14,000.00	79.40%
SPORTS PARK NEW EQUIP	0.00	12,000.00	0.00%
SPORTS PARK PROF SERV	9,978.82	40,000.00	24.95%
SPORTS PARK REPAIR/MAINT	304.42	6,000.00	5.07%
SPORTS PARK UNIFORMS	0.00	900.00	0.00%
SPORTS PARK UTILITIES	5,747.14	15,000.00	38.31%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
UTILITIES EXPENSES	773.17	3,000.00	25.77%
Expenses	\$95,041.16	\$259,900.00	

6/6/2018

GENERAL FUND

10:33 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	May 2018	Dec 2018	Percent of
	Actual		Budget
LIBRARY			
Expenses			
LIBRARY TRANSFER	30,000.00	30,000.00	100.00%
Expenses	\$30,000.00	\$30,000.00	

LIBRARY FUND
Statement of Revenue and Expenditures

	Current Period Jan 2018 May 2018 Actual	Annual Budget Jan 2018 Dec 2018	Jan 2018 Dec 2018 Percent of Budget
Revenue & Expenditures			
Revenue			
FINES/LOST ITEMS	2,535.11	4,000.00	63.38%
INTEREST REVENUES	30.07	0.00	0.00%
MISCELLANEOUS REVENUES	1,349.49	0.00	0.00%
TRANS FROM GENERAL FUND	30,000.00	30,000.00	100.00%
WASHINGTON CO LIBRARY	79,405.00	156,977.00	50.58%
Revenue	\$113,319.67	\$190,977.00	
Expenses			
ADVERTISING EXPENSE		500.00	0.00%
BOOKS AND MEDIA	13,469.00	32,000.00	42.09%
INSURANCES EXPENSE		2,500.00	0.00%
MATERIALS & SUPPLIES EXPENSE	4,929.03	12,277.00	40.15%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE		2,000.00	0.00%
PAYROLL EXP - REGULAR	52,822.11	138,000.00	38.28%
POSTAGE EXPENSE		300.00	0.00%
PROGRAMS EXPENSE	400.00	2,500.00	16.00%
REPAIR & MAINT - BUILDING	1,991.59	6,000.00	33.19%
TECHNICAL SUPPORT	4,055.00	5,000.00	81.10%
TRAVEL, TRAINING & MEETINGS	251.00	1,000.00	25.10%
UTILITIES EXPENSES	819.55	2,400.00	34.15%
Expenses	\$78,737.28	\$204,977.00	

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2018 May 2018 Actual	Annual Budget Jan 2018 Dec 2018	Jan 2018 Dec 2018 Percent of Budget
Revenue & Expenditures			
Revenue			
GRANTS	26,483.97	0.00	0.00%
INTEREST REVENUES	95.76	50.00	191.52%
MISCELLANEOUS REVENUES	0.00	100.00	0.00%
PAYMENT IN LIEU OF	120,000.00	0.00	0.00%
STREET CITY SALES TAX	0.00	170,000.00	0.00%
STREET COUNTY TURNBACK	30,594.85	40,000.00	76.49%
STREET STATE TURNBACK	171,724.26	388,000.00	44.26%
Revenue	\$348,898.84	\$598,150.00	
Expenses			
ADDITIONAL SERVICES EXPENSE	302.21	0.00	0.00%
ADVERTISING EXPENSE	0.00	1,500.00	0.00%
ENGINEERING FEES	1,083.75	0.00	0.00%
FUEL EXPENSES	1,726.39	8,000.00	21.58%
MATERIALS & SUPPLIES EXPENSE	6,201.59	10,000.00	62.02%
MISCELLANEOUS EXPENSE	155.26	500.00	31.05%
NEW EQUIPMENT PURCHASE	12,292.00	35,000.00	35.12%
PAYROLL EXP - REGULAR	73,740.87	190,000.00	38.81%
PROFESSIONAL SERVICES	44,752.05	20,000.00	223.76%
REPAIR & MAINT - EQUIPMENT	1,117.87	15,000.00	7.45%
STREET LIGHTS	22,948.83	165,000.00	13.91%
STREET/ROAD REPAIRS	8,157.00	100,000.00	8.16%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	373.05	2,200.00	16.96%
UTILITIES EXPENSES	2,438.42	5,000.00	48.77%
Expenses	\$175,289.29	\$552,700.00	

Agenda Item 10

(remove from inventory)



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: BRIAN HUBBARD, CHIEF
Re: REMOVAL OF EQUIPMENT
Date: 06/11/2018

Recommendation

Requesting the removal of a Polaroid P400E/ID printer . SN: V90399,
City Tag: 0584 and the destroying of the Printer at this time.

Background

This is a Printer/ID system was purchased to make ID cards which are required for all city personnel to carry. The system is out dated and no longer sold. Need better security cards for ID along with upgradeable software.

Discussion

This system was purchased in 2009 and has worked well for the time but no longer can you get support for the system. Purchased the newest printer on the market so it's up-to-date, upgradeable and full security policies.

Budget Impact

\$ 2332.19

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: JEFF & SAMANTHA STONECYPHER

Address: 32 WHITE ST

City, State, Zip: Farmington, AR 72730 FARMINGTON, AR 72730

Phone: 847-903-4270 Email STONY32000@MSN.COM
479-225-7582

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.

[Signature] Date: 3/24/18
Signature

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 behalf.)

[Signature] Date: 3/24/18
Signature

Requested Vacation (circle all that apply):

- Street
- Alley
- Easement

Please Include:

- Legal Description of the property (may be attached as exhibit "A");
- Complete the attached form for each adjacent property owner or utility involved.
- Description of what is being requested (attach survey):

EXHIBIT "A"

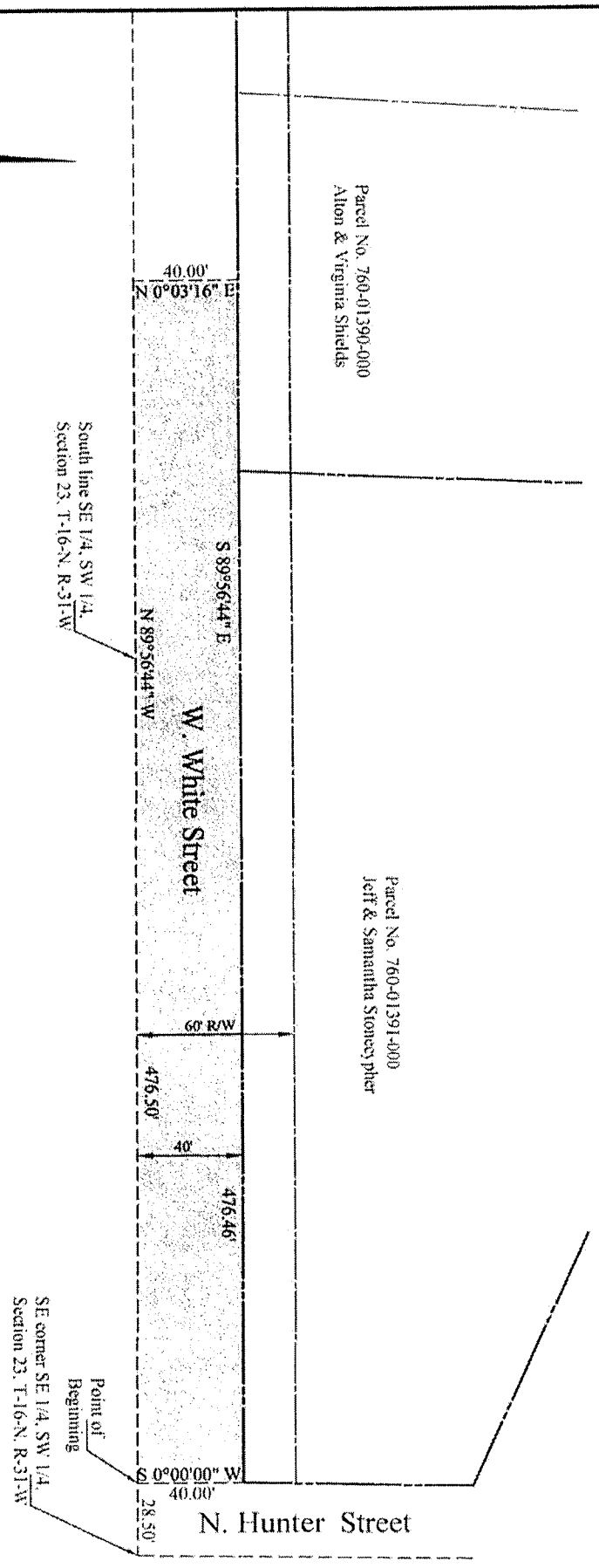
Part of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section 23, Township 16 North, Range 31 West, described as follows: Beginning at a point 40 feet North of the Southeast corner of said 40-acre tract, and running thence North (87.8) feet; thence North 67 degrees West (147.9) feet; thence North 58 degrees West (74.5) feet; thence North 12 degrees 30 minutes West (196) feet; thence North 20 degrees 30 minutes West (174.5) feet, more or less, to an Oak Tree on the South Bank of the Creek; thence Southwesterly along the South bank of the Creek to a point where an existing fence intersects with the South bank of the Creek (which point is also the Northeast corner of a tract conveyed by R. C. Harding and Ruth Harding to George Osburn and Doris Osburn, husband and wife; thence South 3 degrees 25 minutes West (375) feet, more or less, along said existing fence (which said fence is the East boundary line of said tract conveyed by R. C. Harding and Ruth Harding to George Osburn and Doris Osburn, husband and wife) to a point on the North side of the Old Road, which said point is (563) feet West of the point of beginning; thence East (563) feet to the point of beginning.

Public Right of Way to be Vacated


Part of the Southeast Quarter, Southwest Quarter, Section 23, Township 16 North, Range 31 West, Washington County, Arkansas, described as follows:
 Commencing at the Southeast corner of said Southeast Quarter, Southwest Quarter, thence North 89°56'44" West, 28.50 feet along the South line of said Southeast Quarter, Southwest Quarter to the point of beginning; thence continuing North 89°56'44" West, 476.50 feet along said South line; thence North 0°03'16" East, 49.00 feet; thence South 89°56'44" East, 476.46 feet; thence South 0°00'00" West, 40.00 feet to the point of beginning.
 Contains 19,061 Square Feet or 0.438 acres of land, more or less.

Parcel No. 760-01390-000
 Alton & Virginia Shields

Parcel No. 760-01391-000
 Jeff & Samantha Stoney, phr



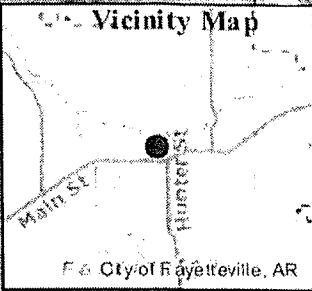
NOTE: All bearings and dimensions are taken from a survey by Robert J. Casler dated 6-7-17 and a survey by Buckley D. Blew dated 10-13-08 and recorded as Document No. 2008-00035086. No field work was completed by Ozark Civil Engineering, Inc.



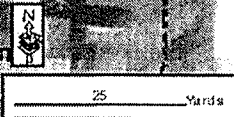
Civil Engineering Inc.
 3214 N.W. AVIGNON WAY, SUITE 4
 BENTONVILLE, AR 72712
 479.484.8850 | OFFICE 479.484.8040 | FAX

SCALE: T-406
 DRAWN BY: RD
 CHECKED BY: JB
 DATE: 8-22-17

Address Verification



★ Address Verifications
● Current Address Sheet



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: 3-16-18

Address / location of vacation request: 32 WHITE ST

Adjacent property address: 6 W MAIN ST

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.

I *do not* object to the vacation described above.

I *do* object to the requested vacation because:

Name of Adjacent Property Owner (printed) Barbara Schaefer, Trustee
Schaefer Family Revocable Trust w/t/d June 17, 2014
Schaefer Bypass Trust w/t/d 1/11/2016

Signature of Adjacent Property Owner Barbara Schaefer

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: 3-16-18

Address / location of vacation request: 32 WHITE ST

Adjacent property address: 30 W MAIN ST

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.

I do not object to the vacation described above.

I do object to the requested vacation because:

Name of Adjacent Property Owner (printed) ALAN K. THOMPSON

Signature of Adjacent Property Owner Alan K. Thompson

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: 4-21-2018

Address / location of vacation request: 32 WHITE ST

Adjacent property address: 26 W MAIN ST

I have been notified of the petition to vacate the following (alley, easement, and/or light-of-way) described as follows: (Include legal description and graphic representation of what is being vacated)

THE STONECYPHER'S ARE ASKING FOR THE FULL 60' OF ROW

ADJACENT PROPERTY OWNERS COMMENTS (please check one):

amendment - owner of 26 w main will retain access to rear of Trass at North end of 26 w main property

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) ELZIE L. LOWE

Signature of Adjacent Property Owner *Elzie L. Lowe*

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: 3/17/18

Address / location of vacation request: 32 WHITE ST

Adjacent property address: 26 W MAIN ST

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.

I *do not object* to the vacation described above.

I *do object* to the requested vacation because:

Name of Adjacent Property Owner (*printed*) ELZIE L. LOWE

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: 3-21-18

Address / location of vacation request: 32 WHITE ST

Adjacent property address: 40 WHITE ST

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.

I *do not* object to the vacation described above.

I *do* object to the requested vacation because:

Name of Adjacent Property Owner (printed) Alton M. Shields

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: 4/20/18

Address / location of vacation request: WEST WHITE ST., FARMINGTON

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)

Part of the SE 1/4 of the SW 1/4 of Section 23,
Township 16N, Range 31 West, Washington Co, AR
(see attached description & drawing)

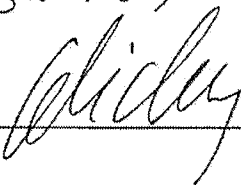
ADJACENT PROPERTY OWNERS COMMENTS (please check one):

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) CHRISTIAN DICKEY
(SWEPCO)

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: 4-16-18

Address / location of vacation request: 32 W. WHITE ST, FARMINGTON, AR

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)

Right of Way adjacent to South line of 32 W. White St.

ADJACENT PROPERTY OWNERS COMMENTS (please check one):

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:

Private easement has been obtained from the property
owners for our existing utilities.

UTILITY REP.
Name of Adjacent Property Owner (printed) SHANE BELL - PGTELCO

UTILITY REP.
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: 4-16-18

Address / location of vacation request: 32 W. WHITE ST, FARMINGTON, AR

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)

Right of Way adjacent to South line of 32 W. White St.

ADJACENT PROPERTY OWNERS COMMENTS (please check one):

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:

Private easement has been obtained from the property
owners for our existing utilities.

UTILITY REP.

Name of Adjacent Property Owner (printed) SHANE BELL - PGTELCO

UTILITY REP.

Signature of Adjacent Property Owner 

Utility 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: 4/18/2018

Address / location of vacation request: 32 White Street Farmington, AR

Adjacent property address: Cox Communications 4901 S 48th Street

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.

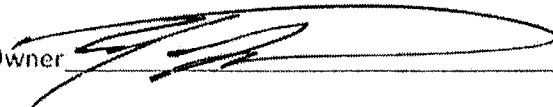
I *do not object* to the vacation described above.

I *do object* to the requested vacation because:

Cox Communications can sign off on this request once our existing
lines within this Right of Way are shown within a utility easement.

Name of Adjacent Property Owner (*printed*): Cox Communications

Signature of Adjacent Property Owner



UTILITY APPROVAL FORM

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

DATE: 4/13/2018

UTILITY COMPANY: CITY OF FAYETTEVILLE WATER & SEWER

APPLICANT NAME: JEFF STONECYPHER APPLICANT PHONE: 479-273-4469

REQUESTED VACATION (applicant must check all that apply):

- Utility Easement
- Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- Alley
- Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address W. WHITE ST PER ATTACHMENT

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)


UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above, and no comments.
- No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

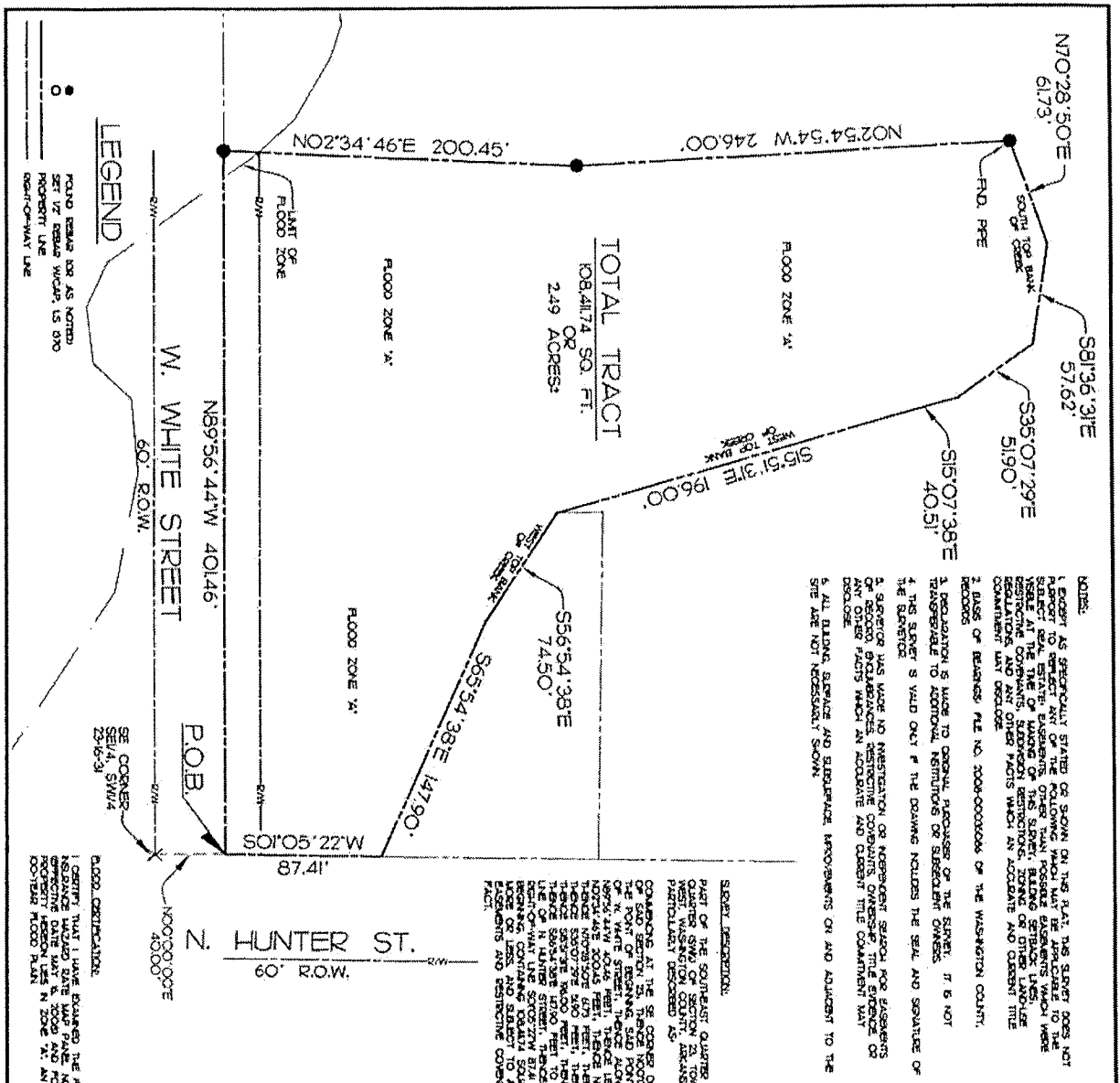
20 FOOT EASEMENT CENTERED ON EXISTING 6-INCH WATER LINE

20 FOOT EASEMENT CENTERED ON EXISTING 8-INCH SANITARY SEWER LINE

No objections provided the following conditions are met:


Signature of Utility Company Representative

W&S OPERATIONS MANAGER
Title



FARRINGTON ARKANSAS

RECORDING INFORMATION

SITE

VICINITY MAP
(NTS)

STATEMENT OF FACTS

1. I, SURVEYOR, HAVE RECORDED THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MARKERS ARE TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY ESTABLISHED, AND THESE ARE NOT VISIBLE ENCUMBRANCES EXCEPT AS SHOWN ON THIS PLAT. I HAVE NOT BEEN ADVISED OF ANY ENCUMBRANCES OR PROPERTY BOUNDARY SURVEYS PER THE STATE OF ARKANSAS.

STATEMENT OF CERTIFICATE

I, SURVEYOR, HAVE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MARKERS ARE TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY ESTABLISHED, AND THESE ARE NOT VISIBLE ENCUMBRANCES EXCEPT AS SHOWN ON THIS PLAT. I HAVE NOT BEEN ADVISED OF ANY ENCUMBRANCES OR PROPERTY BOUNDARY SURVEYS PER THE STATE OF ARKANSAS.

ROBERT J. CASTER, P.L.S. JUNIOR, ARKANSAS
 DATE _____

CERTIFICATE OF AUTHORIZATION
 COA CERTIFICATE NUMBER: 5099

STATEMENT OF CERTIFICATE

I, SURVEYOR, HAVE RECORDED THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MARKERS ARE TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY ESTABLISHED, AND THESE ARE NOT VISIBLE ENCUMBRANCES EXCEPT AS SHOWN ON THIS PLAT. I HAVE NOT BEEN ADVISED OF ANY ENCUMBRANCES OR PROPERTY BOUNDARY SURVEYS PER THE STATE OF ARKANSAS.

STATEMENT OF FACTS

1. I, SURVEYOR, HAVE RECORDED THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MARKERS ARE TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY ESTABLISHED, AND THESE ARE NOT VISIBLE ENCUMBRANCES EXCEPT AS SHOWN ON THIS PLAT. I HAVE NOT BEEN ADVISED OF ANY ENCUMBRANCES OR PROPERTY BOUNDARY SURVEYS PER THE STATE OF ARKANSAS.

STATEMENT OF CERTIFICATE

I, SURVEYOR, HAVE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MARKERS ARE TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY ESTABLISHED, AND THESE ARE NOT VISIBLE ENCUMBRANCES EXCEPT AS SHOWN ON THIS PLAT. I HAVE NOT BEEN ADVISED OF ANY ENCUMBRANCES OR PROPERTY BOUNDARY SURVEYS PER THE STATE OF ARKANSAS.

ROBERT J. CASTER, P.L.S. JUNIOR, ARKANSAS
 DATE _____

CERTIFICATE OF AUTHORIZATION
 COA CERTIFICATE NUMBER: 5099

SCALE 1" = 60 FEET

STATE SURVEY CODE: 500-86-391-0-23-30-72-270

CASTER & ASSOCIATES
 LAND SURVEYING, INC.
 215 SE 7TH STREET, SUITE 2
 BENTONVILLE, AR 72705
 TELEPHONE: 479-268-4444

REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF ARKANSAS
 NO. 191870
 ROBERT J. CASTER

BOUNDARY SURVEY
 STONECIPHER PROPERTY

32 WHITE STREET
 FARRINGTON, WASHINGTON COUNTY,
 ARKANSAS

JOB # 11-008 DRAWN BY: J. ADY CHECKED BY: R.P.C. PAGE 1 OF 1

SCALE: 1" = 60' DATE: 5/17/18

UTILITY RELEASE FORM

Utility Company BlackHills Energy Date 4/10/2018

Requested Vacation Jeff Stonecypher

I have been notified of the petition to vacate the following White St public ROW described as follows:

Legal Description to of area to be vacated: _____

_____ Part of the Southeast Quarter, Southwest Quarter, Section 23, Township 16 North, Range 31 West, Washington County, Arkansas, described as follows:
_____ Commencing at the Southeast corner of said Southeast Quarter, Southwest Quarter, thence
_____ North 89°56'44" West, 28.50 feet along the South line of said Southeast Quarter, Southwest
_____ Quarter to the point of beginning; thence continuing North 89°56'44" West, 376.50 feet along
_____ said South line; thence North 0°03'16" East, 40.00 feet, thence South 89°56'44" East, 476.46
_____ feet, thence South 0°00'00" West, 40.00 feet to the point of beginning.
_____ Contains 19.061 Square feet or 0.438 acres of land, more or less

UTILITY COMPANY COMMENTS (Send release form to the applicant's provided address).

- No objections to the vacation(s) described above,
- No objections to the vacation(s) described above, provided the following described easements are retained.
- Objects to the vacation(s) described above, reason described below.

A 10' utility easement remain whereas the existing gas line being the centerline of said easement.

Parrish Chism Utility Cust. Manager
Printed Name & Title of Utility Company Representative


Signature



Doc ID: 017947560002 Type: REL
 Kind: EASEMENT
 Recorded: 04/06/2018 at 10:53:22 AM
 Fee Amt: \$20.00 Page 1 of 2
 Washington County, AR
 Kyle Sylvester Circuit Clerk

File **2018-00009638**



Date: **4/6/2018**
 Job# 18-090
 Easement # 1

EASEMENT FOR COMMUNICATIONS CABLE

THIS EASEMENT, entered into by **Jeff Stonecypher and Samantha Stonecypher**, 32 West White Street, Farmington, AR., 72730, herein referred to as GRANTORS, and Prairie Grove Telephone Company, GRANTEE, wherein GRANTORS, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent right and easement to construct, operate, maintain, reconstruct, inspect, and remove a communications cable upon Grantor's land situated in Washington County, State of Arkansas , described as follows:

A 10' wide communications easement (being 5 feet on either side of existing placed cable) located on that portion of a tract of land as recorded in Book 2015, Pages 19670, in part of the SE SW of Section 23, T-16-N, R-31-W, in the office of the Circuit Clerk, Washington County, Arkansas, being described as follows:

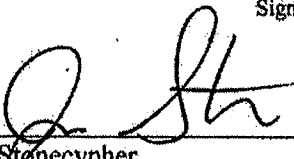
Beginning at the southwest corner of said parcel thence easterly with the center line being parallel to any existing placed cable being across the southern portion of the above described parcel also known as the abandon public right of way of White Street for a distance of 480 feet, more or less, on parcel 760-01391-000.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto Grantee, and to its successors assigns forever, including, (1) the right to construct, operate and maintain, or licenses others to do so, service lines for utility services upon, over or under said tract of land, (2) to install gates in any fences crossing said easement, and (3) to clear and keep cleared all trees, overhanging branches, roots, brush and other obstructions from said land..

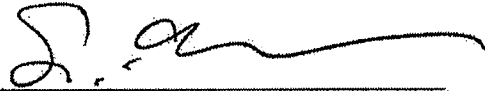
Grantors covenant that they and their heirs, successors, administrators and assigns shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to its successors and assigns forever against the lawful claims of all persons whomsoever; and further that the Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated. Grantors warrant that they have no knowledge of environmental hazards affecting the land, except those disclosed to Grantee; Grantors agree to hold Grantee harmless for liability arising from undisclosed hazards.

GRANTEE MAILING ADDRESS: Prairie Grove Telephone Company, P.O. Box 1010, Prairie Grove, AR 72753-1010

Signed and executed this 05th day of April, 2018



Jeff Stonecypher



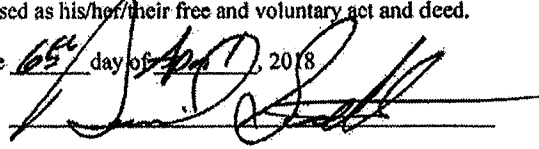
Samantha Stonecypher

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Stonecypher and Samantha Stonecypher, known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for uses, purposes and considerations therein expressed as his/hers/their free and voluntary act and deed.

Given under my hand and seal of office this the 05th day of April, 2018



DAVID SWATLOSKI
NOTARY PUBLIC-STATE OF ARKANSAS
LONOKE COUNTY
My Commission Expires 7-29-2023
Commission # 12395235

Notary Public,
My Commission Expires 7-29-2023

Washington County, AR
I certify this instrument was filed on
04/06/2018 10:53:22 AM
and recorded in Real Estate
File Number 2018-00009638
Kyle Sylvester - Circuit Clerk

by _____

Agenda Item 12

ORDINANCE NO. 2018-07

AN ORDINANCE TO VACATE THE EASEMENT LOCATED AT 32 WEST WHITE STREET, TO THE CITY OF FARMINGTON, ARKANSAS AND FOR OTHER PURPOSES

WHEREAS, a petition was duly filed with the city council of the City of Farmington, Arkansas on the 14th day of May, 2018 asking the city council to vacate and abandon an easement located at 32 West White Street, which is described as follows, to- wit:

Part of the Southeast Quarter, Southwest Quarter, Section 23, Township 16 North, Range 31 West, Washington County, Arkansas, described as follows: Commencing a the Southeast corner of said Southeast Quarter, Southwest Quarter, thence North 89°56'44" West, 28.50 feet along the South line of said Southeast Quarter, Southwest Quarter to the point of beginning: thence continuing North 89°56'44" West, 476.50 feet along said South line: thence North 0°03'16" East, 40.00 feet: thence South 89°56'44" East, 476.46 feet: thence South 0°00'00" West, 40.00 feet to the point of beginning. Contains 19,061 Square feet or 0.438 acres of land, more or less.

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

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

Section 1. The City of Farmington, Arkansas hereby releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the easement located at 32 West White Street that is described as follows, to-wit:

Part of the Southeast Quarter, Southwest Quarter, Section 23, Township 16 North, Range 31 West, Washington County, Arkansas, described as follows: Commencing at the Southeast corner of said Southeast Quarter, Southwest Quarter, thence North 89°56'44" West, 28.50 feet along the South line of said Southeast Quarter, Southwest Quarter to the point of beginning: thence continuing North 89°56'44" West, 476.50 feet along said South line: thence North 0°03'16" East, 40.00 feet: thence South 89°56'44" East, 476.46 feet: thence South 0°00'00" West, 40.00 feet to the point of beginning. Contains 19,061 Square feet or 0.438 acres of land, more or less.

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

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

Passed this 11th day of June, 2018.

Approved:

Mayor Ernie Penn

Attest:

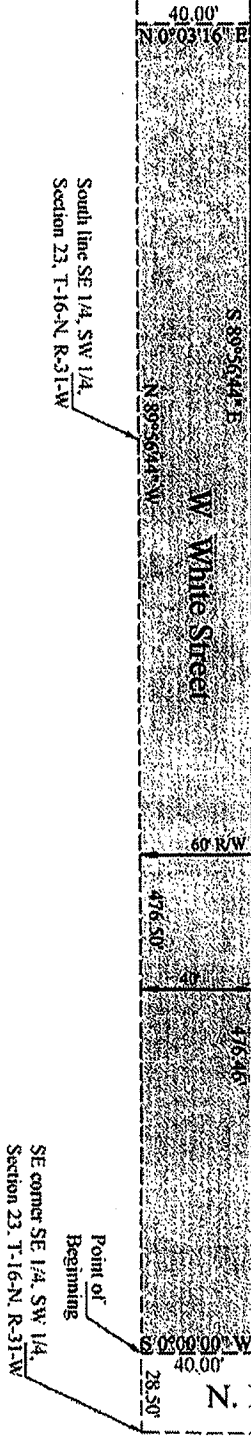
Kelly Penn, City Clerk

Public Right of Way to be Vacated


Part of the Southeast Quarter, Southwest Quarter, Section 23, Township 16 North, Range 31 West, Washington County, Arkansas, described as follows:
 Commencing at the Southeast corner of said Southeast Quarter, Southeast Quarter, thence North 89°56'44" West, 28.50 feet along the South line of said Southeast Quarter, Southeast Quarter to the point of beginning; thence continuing North 89°56'44" West, 476.50 feet along said South line; thence North 0°33'16" East, 40.00 feet; thence South 89°56'44" East, 476.46 feet; thence South 0°08'00" West, 40.00 feet to the point of beginning.
 Contains 19,061 Square feet or 0.438 acres of land, more or less.

Parcel No. 760-01390-000
 Alton & Virginia Shields

Parcel No. 760-01391-000
 Jeff & Samantha Stonecipher



NOTE: All bearings and dimensions are taken from a survey by Robert J. Caster dated 6-7-17 and a survey by Buckley D. Blew dated 10-13-08 and recorded as Document No. 2008-00035086. No field work was completed by Ozark Civil Engineering, Inc.



Civil Engineering Inc.
 8214 N.W. AVIGNON WAY, SUITE 4
 BENTONVILLE, AR 72712
 479-484-8890 | OFFICE 479-664-5940 | FAX

SCALE: 1"=60'
 DRAWN BY: RB
 CHECKED BY: JB

DATE: 8-22-17

Agenda Item 13

ORDINANCE NO. 2018-08

AN ORDINANCE REZONING PROPERTY AT 46 E. WILSON FROM A-1, AGRICULTURE DISTRICT, TO R-2, SINGLE FAMILY RESIDENTIAL, AS REQUESTED BY CFC PROPERTIES.

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

WHEREAS, certain property belonging to CFC Properties is zoned A-1, Agriculture; and

WHEREAS, after a public hearing on May 21 2018, the Farmington Planning Commission voted during a regular meeting to rezone the property from A-1 to R-2.

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 A-1 Agriculture District, to R-2 Single Family Residential, 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 it is necessary to enact this ordinance without delay; therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED AND IN EFFECT this 11th day of June, 2018.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk

Exhibit A

PT SW NE IA. 150 X 300 FMDS2 371 J FURTHER DESCRIBED FROM 2012-2220 AS: A part of the SW 1/4 of the NE 1/4 of Section 23, T-16-N, R-31-W, Washington County, Arkansas, described as follows: Beginning at a point which is N 89'57'07" W, 689.5 feet from the SE comer of said 40 acre tract, and running thence N 00'52'03" E, 300 feet; thence N 89'57'11" W, 145.24 feet; thence S 01'04'10" W, 300 feet; thence S 89'57'07" E, 146.19 feet to the point of beginning, containing 1 acre, more or less.

Agenda Item 14



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

Memo

To: Farmington City Council
Ernie Penn, Mayor
Kelly Penn, City Clerk
From: Melissa McCarville
Re: Request approval of contract for consultant to acquire right-of-way for Hwy 170.
Date: June 5, 2018

Recommendation

The Mayor and staff recommend approval of this contract.

Background

We began this process back in December by requesting proposals for this service. We evaluated the proposals and selected Pinnacle Consultant Management Group, Inc. This is a turnkey operation; the consultant will hire all the subcontractors involved. This entire process was vetted and approved by ArDot. We are required to comply with all the State and Federal requirements because the grant funding is from Federal Highway.

Discussion

The Mayor and I met with James Braden of Pinnacle and Tom Reed of Reed and Associates regarding the project. They explained the process they intend to follow. This contract will also have to be approved by ArDot.

Budget Impact

This is a part of the Hwy 170 project. We will be reimbursed for 80% of the cost incurred. The contract ceiling price is \$513,725. In addition to these costs, we will be responsible to pay the negotiated price for ROW acquired. We have requested \$1,750,000 for this part of the project, the City responsibility is \$350,000.

AGREEMENT FOR PROFESSIONAL SERVICES

JOB NO. 040683
HWY. 62 – CLYDE CARNES RD. (HIGHWAY 170 IMPROVEMENTS),
CITY OF FARMINGTON, ARKANSAS

PREAMBLE

THIS AGREEMENT, entered into this 11th day of June, 2018, by and between the City of Farmington, Arkansas ("Owner"), and Pinnacle Consulting Management Group, Inc., ("Consultant"), a corporation existing under the laws of the State of Oklahoma, with principal offices at 4516 NW 36th Street, Suite 100, Oklahoma City, Oklahoma (73112).

WITNESSETH:

WHEREAS, the Owner is planning to acquire right of way for the Hwy 62 – Clyde Carnes Rd. (Highway 170 Improvements) Project; and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. "Owner" means the City of Farmington, Arkansas.
- 1.2. "Consultant's Representative" shall be James F. Braden, until written notice is provided to the Owner designating a new representative.
- 1.3. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is \$513,725.00. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.
- 1.4. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule in Subsection 3.1.1. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Consultant in the performance of this Agreement.
- 1.5. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely*

performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.

- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (CFR)
- 1.8. "FHWA" means the Federal Highway Administration.
- 1.9. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of professional services for the planning or design of the Project.
- 1.10. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$513,725.00. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.11. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project.
- 1.12. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is not applicable. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.
- 1.13. "ARDOT" or "Department" means, collectively, Arkansas Department of Transportation.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a specific rate of compensation contract. The Consultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for the professional services rendered by the Consultant, the Owner shall pay to the Consultant the Fee, to be determined according to the labor and activity rates as set forth in Section 3, Fees and Payment. The Fee includes compensation for any cost to be incurred by the Consultant, and the Consultant shall not be reimbursed for

costs incurred. The Consultant shall bear the costs, and resulting risks, of performing this Agreement.

- 2.2. Under no circumstances shall the Owner be liable for any amounts, including all costs, which exceed the Ceiling Price that is specified in and set forth in this Agreement unless modified by a supplemental agreement and agreed to by both the Owner and Consultant.
- 2.3. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments to the Consultant are subject to the requirements and limitations of FAR particularly Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any other information submitted to the Owner with any claim for full or partial payment.

3. FEES AND PAYMENT

- 3.1. *Fee.* The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the project as provided herein. The Owner shall pay Consultant a Fee determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstances shall Fee payments exceed the Contract Ceiling Price.

3.1.1. SCHEDULE OF RATES

See Appendix A, Attachment A-1

- 3.1.2. The foregoing paragraph does not authorize or permit the Consultant to perform services at the overtime rates shown, but only establishes the appropriate rates in the event that the Owner subsequently authorizes overtime. Payment of the Fee at overtime rates is expressly contingent upon the written approval by the Owner *before* the Consultant, its employees, or its agents begin the work for which the overtime rate will be requested. Regardless whether the Owner authorizes and pays the overtime rates set forth above, the Consultant shall comply with all state and federal wage and hour laws and regulations.
- 3.2. *Invoices and Partial Payments.* Partial payments of the Fee shall be made as follows, unless modified by the written agreement of both parties:
 - 3.2.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher stating the hourly rates and hours for each category of personnel, the unit rates and units for the activities performed, and the amount of the Fee due for the time period covered by the invoice.
 - 3.2.2. Invoices shall be submitted by mail or email (if emailed submit in pdf or other format that cannot be altered) to:

Melissa McCarville

City Business Manager
City of Farmington
354 W. Main
Farmington, AR 72730
Phone (479) 267-3865
melissamccarville@cityoffarmington-ar.gov

- 3.2.3. Accompanying the invoice, the Consultant shall also submit an estimate of the amount and value of the work accomplished under this Agreement for the period of time covered by the invoice, along with any supporting data required by the Owner. The Consultant shall include in the invoice and estimate only that work, which meets the standards of quality established under this Agreement. At a minimum, the supporting data shall include progress reports in the form and number required by the Owner.
- 3.2.4. Upon approval of the invoice and estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable.
- 3.2.5. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I and Title II services under this Agreement, including all costs and fees, shall not exceed the Title I and Title II Services Ceiling Price, respectively. No adjustment, claim or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.3. *Final payment.*

- 3.3.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of that part of the Fee (if any) earned and approved but not previously paid.
- 3.3.2. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver a release of all claims discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Agreement.
- 3.3.3. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner.
- 3.3.4. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver

an assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement.

3.4. *Owner's Right to Withhold Payment.* At any time, the Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that items not properly reimbursable have, in fact, been reimbursed as reimbursable costs, the Owner may offset or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

5.2. *Examination.* The Consultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to document all work performed, all costs and fees claimed or anticipated to be incurred and earned during the performance of this Agreement, any request for modification or amendment of this Agreement, and any claim or dispute. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a specific rate of compensation type of agreement is justified, including any CPA audit. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized

representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

The Arkansas Department of Transportation has proposed an improvement project for Highway 170 in Washington County. The improvement project is approximately 2 miles in length beginning at Clyde Carnes Road and ending at Highway 62, within the city limits of Farmington. The City of Farmington is responsible for acquiring the right of way for this construction project.

The land and easements will be obtained for the Arkansas State Highway Commission. The City of Farmington has selected Pinnacle Consulting Management Group to provide the services needed to complete this task. The scope of work for the consultant services will include the following services: Administrative, Title, Appraisal and Appraisal Updates, Appraisal Review and Appraisal Review Updates, Negotiation, Relocation, and Closing. Pinnacle Group will accomplish the services with Pinnacle's staff and Subconsultants. Funding for the project includes Federal aid funds. All right of way activities will be performed in accordance of the Uniform Act, 49 CFR Part 24, and ARDOT's Right of Way Operations Manual. The City of Farmington will review and approve all consultant services and submit to ARDOT for review and approval.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

Consultant will provide right of way acquisition in accordance with Appendix A. Such services will be provided by the personnel specified in the proposal. Any changes in scope, schedule, consultant personnel or subcontractors must be approved by the Owner in writing prior to the change being made.

8. INFORMATION TO BE PROVIDED BY THE OWNER

See Appendix A

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

Not applicable.

10. COORDINATION WITH OWNER

Throughout the Project, the Consultant shall hold meetings as needed at the sole discretion of the Owner in Farmington, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, ARDOT, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, ARDOT, and the FHWA at the Consultant's office located in 201 West Broadway, Suite B, North Little Rock, AR 72114.

12. ACCESS TO PROPERTY

The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant

will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

See Appendix A

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.
- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fees payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,

- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

15.1. Neither the employees of the Consultant, or of its subcontractors, shall be deemed employees of the Owner for the purposes of this Agreement.

15.2. The Consultant and its subcontractors agree that it will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Furthermore, the Consultant and its subcontractors shall not enter into any other contract during the term of this Agreement that would create or involve a conflict of interest with the services provided herein or other contracts that may be adverse to the Owner, State, City or County as it relates to this Agreement.

15.3. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.4. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of documents, drawings, specifications, cost estimates, and other services provided.

15.5. The Consultant further agrees that in its performance of its work under this Agreement, it shall adhere to the requirements in the Design Standards and FHWA, which shall be incorporated herein by reference.

15.6. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

15.7. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

15.8. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

15.9. The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

15.10. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

16.1. Definitions. *Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.

16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work produced under this Agreement will, at the time of acceptance, conform to the requirements of this Agreement, meet the satisfaction of the Owner, and are performed in accordance to the prevailing industry standards, including standards of conduction and care, format, and content.

16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Fee.

16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Fee.

16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein. The Consultant will complete the acquisition of all tracts needed for this project and prepare the required right of way certification by June 30, 2019 unless extended or terminated by the Owner in accordance with this Agreement.

17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]

17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall begin and complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner.

17. TERMINATION

17.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.

17.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.

17.3. Upon receipt of the notice, the Consultant shall:

- Immediately discontinue all services affected (unless the notice directs otherwise).
- Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
- Terminate all subcontracts to the extent they relate to the work terminated.
- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
- With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
- Complete performance of the work not terminated.
- Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.

17.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated Fee or profit on unperformed services*. The Owner, upon its own determination, shall pay the Consultant in addition to payment for services rendered and reimbursable costs incurred, for all expenses the Owner determines to have been reasonably incurred by the Consultant in connection with the orderly termination of this Agreement including but not limited to demobilization,

reassignment of personnel, associated indirect costs and all other expenses directly resulting from termination. Except for any pre-existing intellectual property

17.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner.

17.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 29, Disputes and Claims (48 CFR 31.205-42(e)(2)).

17.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

18.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

- Cancel the stop work order; or,
- Terminate the work pursuant to Section 18, Termination.

18.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified, in writing, accordingly, if -

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 29, Disputes and Claims.

20. CHANGES

- 19.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) documents, drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.
- 19.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.
- 19.3. All claims and disputes shall be governed by Section 29, Disputes and Claims. As provided in Section 29, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.
- 19.4. Failure to agree to any adjustment shall be a dispute under Section 29, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

Except for any pre-existing intellectual property, all project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product. Any Owner's use of the Consultant's work product for the purposes other than intended by this Agreement will be without risk to the Consultant.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 21.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 21.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

- 21.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 21.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 21.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of ARDOT job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

25. EMPLOYMENT PROVISIONS

The Consultant shall not be permitted to employ or to make an offer of employment, for regular or part-time work during the term of this Agreement, to any person who is or has been an employee of the City within the twelve (12) months immediately preceding the execution of this Agreement, except regular retired employees or by the written permission of the Owner.

26. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or possessing any interest in, this Agreement.

27. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the ARDOT, and their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

28. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this

Agreement committed by the Consultant or alleged to have been committed by the Consultant subject to the terms of the policy.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Workers' Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Workers' Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *Automobile and General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000 per occurrence and aggregate, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles.
- 27.5. *Valuable Papers Insurance.* The Consultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as a part of the General Liability Insurances referenced below or as a separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Consultant as part of the services under this Agreement, in the event of casualty to, or loss or theft of such papers.
- 27.6. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.7. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

- 27.8. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Owner, the Consultant shall provide any insurance required under this Article for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.
- 27.9. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.
- 27.10. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.
- 27.11. *Additional Insured.* All liability insurance policies, except the professional liability policy, *maintained* by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

29. DISPUTES AND CLAIMS

- 28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the City Business Manager in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***
- 28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the City Business Manager within 45 calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***
- 28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* If an adverse decision is rendered by the City Business Manager, the Consultant may submit the claim or dispute in writing to the Mayor within 60 days of the decision of the City Business Manager. The decision of the Mayor shall be final and conclusive unless within 60 calendar days from the date of the receipt of the Mayor's decision, the Consultant files an action in Washington County Circuit Court. By agreement of the parties, the time to file an action in Circuit Court may be extended to allow any claim or dispute to be mediated. Such extension shall be to 30 days after the date of any such mediation. The remedies described herein with regard to disputes are contractual substitutes limiting the rights and remedies otherwise available to the Consultant under the law, including specifically with regard to the statute of limitations, and the Consultant agrees to such contractual substitutes.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18, or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the City Business Manager and Mayor's decisions.

28.6. *Nonexclusive Remedies.* The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

30. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Fee or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

31. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, successors, and assigns, certifies and agrees as follows:

30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49 CFR Part 21, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin

be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the ARDOT, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the ARDOT or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the ARDOT, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner or the USDOT and its Affiliated Modes may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the State and litigation to protect the interest of the United States.

32. DBE CLAUSE

- 31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

33. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

- 32.1. The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 32.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, disability, or any other protected classes, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 32.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

34. CERTIFICATION REGARDING LOBBYING

The Consultant certifies, to the best of their knowledge and belief, that:

- 33.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 33.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

- 33.3. The Consultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.

35. CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Consultant certifies, to the best of its knowledge and belief, that—

- 34.1. The Consultant and any of its Principals—

34.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

34.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 35.1.2; and,

34.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

- 34.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

- 34.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 34.4. The certification in subsection 35.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract

resulting from this solicitation for default in addition to any other remedies available to the Owner.

36. MISCELLANEOUS

- 35.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 35.2. *Licensed Appraisers.* All Appraisers and Review Appraisers shall have the appropriate appraisal license through the State of Arkansas.
- 35.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 35.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 35.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 35.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 35.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 35.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 35.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.
- 35.10. *Force Majeure Clause.* Neither party to this Agreement shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party beyond such party's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure.

35.11. *Authorization to Proceed.* Execution of this Agreement by the Owner will be made by written authorization to the Consultant. The Consultant and Subcontractors shall not seek reimbursement for work initiated prior to receiving notice to proceed or work order authorization.

37. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

38. NOTICE

All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

To the Owner's Representative:

City of Farmington
Melissa McCarville
City Business Manager
City of Farmington
354 W. Main
Farmington, AR 72730

To the Consultant:

Pinnacle Consulting Management Group, Inc.
James F. Braden, Regional Vice President
201 West Broadway, Suite B, North Little Rock, AR 72114

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

PINNACLE CONSULTING MANAGEMENT
GROUP, INC.

CITY OF FARMINGTON

BY: _____
Lisa R. Harrison
President

BY: _____
Ernie L. Peen, Mayor

APPENDICES

APPENDIX A

JUSTIFICATION OF FEES AND COSTS

- A-1 Cost Estimate per Tract
- A-2 Work Schedule
- A-3 Information Provided by the City of Farmington
- A-4 Services to be Provided by the Consultant
- A-5 Deliverables

APPENDIX B

SUBCONTRACTS

- B-1 Lenders Title Company
- B-2 Reed and Associates, Inc.
- B-3 Allen Williford & Seale
- B-4 Subconsultant Name
- B-5 Subconsultant Name

APPENDIX C

STANDARD CERTIFICATIONS

- C-1 Certification of Consultant, Pinnacle Consulting Management Group, Inc.
- C-2 Certification of Subconsultant, Lenders Title Company (match B-1)
- C-3 Certification of Subconsultant, Reed and Associates, Inc. (match B-2)
- C-4 Certification of Subconsultant, Allen Williford & Seale (match B-3)
- C-5 Certification of City of Farmington, Arkansas

APPENDIX D

SCOPE OF WORK

CITY OF FARMINGTON, ARKANSAS
RIGHT OF WAY ACQUISITION SERVICES
Job No. 040683 - HWY. 62 - CLYDE CARNES RD. (Highway 170 Improvements)
APPENDIX A
Attachment A-1

SCHEDULE OF RATES

<u>Estimated</u>	<u>Unit Rate Per Parcel</u>	<u>****Estimated Number of Parcels</u>	<u>Costs</u>
Administrative Services:	\$700.00	63	\$44,100.00
Title Services:	\$550.00	63	\$34,650.00
Appraisal Services:			
Waiver Valuation Level I	\$650.00	21	\$13,650.00
Waiver Valuation Level II	\$950.00	17	\$16,150.00
Detailed Appraisal-Vacant Land*	\$1,900.00	12	\$22,800.00 *
Detailed Appraisal-Single Family*	\$2,375.00	12	\$28,500.00 *
Detailed Appraisal-Mult Family	\$2,850.00	3	\$8,550.00
Detailed Small Commercial	\$2,850.00	1	\$2,850.00
Detailed Large Commercial	\$3,325.00	1	\$3,325.00
Detailed Appraisal-Vacant Land**	\$950.00	4	\$3,800.00 **
Detailed Appraisal-Single Family**	\$1,425.00	2	\$2,850.00 **
Appraisal Services Updates:			
Waiver Valuation Level I	\$300.00	2	\$600.00
Waiver Valuation Level II	\$500.00	2	\$1,000.00
Detailed Appraisal-Vacant Land	\$950.00	2	\$1,900.00
Detailed Appraisal-Single Family	\$1,200.00	2	\$2,400.00
Detailed Appraisal-Multi-Family	\$1,425.00	1	\$1,425.00
Detailed Small Commercial	\$1,425.00	1	\$1,425.00
Review Appraisal Services:			
Detailed Vacant Land	\$1,200.00	16	\$19,200.00 **
Detailed Appraisal-Single Family	\$1,400.00	14	\$19,600.00 **
Detailed Appraisal Multi-Family	\$1,800.00	3	\$5,400.00
Detailed Small Commercial	\$1,600.00	1	\$1,600.00
Detailed Large Commercial	\$1,800.00	1	\$1,800.00
Review Appraisal Services Updates:			
Detailed Vacant Land	\$600.00	2	\$1,200.00
Detailed Appraisal-Single Family	\$700.00	2	\$1,400.00
Detailed Appraisal-Multi-Family	\$900.00	1	\$900.00
Detailed Small Commercial	\$800.00	1	\$800.00
Negotiation Services:			
	\$2,700.00	63	\$170,100.00
Closing Services:			
	\$750.00	63	\$47,250.00
Relocation Assistance Services:			
Personal Property Relocation	\$1,000.00	1	\$1,000.00
Property Management Services	\$1,000.00	0	\$0.00
Sub Total Unit Rate Per Parcel			\$460,225.00
Eminent Domain / Relocation Proceedings:			
	Hourly Rate	Est. Hours	Amount
Expert Witness Acquisition/Relocation	\$150.00	40	\$6,000.00 ***
Expert Witness Appraiser	\$200.00	100	\$20,000.00 ***
Expert Witness Review Appraiser	\$275.00	100	\$27,500.00
Sub Total Hourly Rate			\$53,500.00
Total Estimated Cost/Contract Ceiling Price:			\$513,725.00 ****

Appraisal Services Notes:

* Estimated Number includes 2 Additional Detailed Appraisals for these categories for Tracts assigned "Waiver Valuation I's" that may also require Detailed Appraisals

** Estimated Number of Tracts assigned for "Waiver Valuation II's" that will also require Detailed Appraisals and Review Appraisals

Expert Witness Note:

***Billed in 1/2 Day and Full Day Increments (Rates include travel costs)

General Note:

****Changes in the number of Parcels or Services Needed will be billed at the Unit Rates Per Parcel

**CITY of FARMINGTON, ARKANSAS
 RIGHT OF WAY ACQUISITION SERVICES
 HWY. 62 – CLYDE CARNES RD. (HIGHWAY 170 IMPROVEMENTS) (FARMINGTON) (S)
 ARDOT JOB #040683**

APENDIX A ATTACHMENT A-2

WORK SCHEDULE

Task	Start	Finish
Notice to Proceed	July 20, 2018	
Title Services	July 23, 2018	September 21, 2018
Initial Appraisals	August 20, 2018	December 21, 2018
Appraisal Updates	As Needed	
Appraisal Reviews	October 15, 2018	January 18, 2019
Appraisal Review Updates	As Needed	
Negotiations	November 15, 2018	April 15, 2019
Closings	January 15, 2019	May 24, 2019
Relocation Assistance	January 2, 2019	May 17, 2019
Parcels Vacated	June 30, 2019	
Eminent Domain Services	As Needed	
Right of Way Certifications	June 30, 2019	
<p>Dates are based on Farmington obtaining the Notice to Proceed on July 20, 2018. Work Schedule will be updated based on the actual date of the Notice to Proceed</p> <p>Initial Appraisals Date is based on right of way staking being complete. If staking is not complete the Work Schedule will be updated based on the date of completion</p> <p>Negotiations and Closing Dates subject to ARDOT's Review and Approval Process and Dates</p> <p>Right of Way Certification subject to Condemnation Filing Dates</p>		

CITY OF FARMINGTON, ARKANSAS
RIGHT OF WAY ACQUISITION SERVICES
Job No. 040683, HWY. 62 – CLYDE CARNES RD. (HIGHWAY 170 IMPROVEMENTS)
A-3
INFORMATION PROVIDED BY
City of Farmington

1. Upon completion of right of way plans and environmental handling, prepare a request for authority to appraise and acquire and forward to ARDOT for submission to FHWA.
2. Provide right of way and construction plans.
3. Provide legal descriptions of the property to be acquired and current ownership title certificates.
4. Provide any applicable conceptual stage relocation statement and plan.
5. Provide timely reviews and approval of submissions.
6. Provide examples of standard forms and brochures to be used in the acquisition process.
7. Process and issue all warrants for payments.
8. Provide final approval for all payments including, but not limited to, compensation estimates or appraisals and relocation assistance.
9. Conduct surveys of property owners and displacees to determine quality of performance by the Consultant.
10. Initiate, coordinate, and administer environmental investigation surveys.
11. Provide legal opinions or recommendations that arise during the acquisition process, as needed. Consultant must notify the City of Farmington if legal advice is needed.
12. Forward right of way certifications to ARDOT for review and approval or submission to FHWA.
13. Provide appraisal scope of work, sales brochure, approved appraisal, appraisal review, just compensation and offer letter with concurrence from ARDOT.

**CITY OF FARMINGTON, ARKANSAS
RIGHT OF WAY ACQUISITION SERVICES – CITY OF FARMINGTON, AR
JOB No. 040683 Hwy. 62 – Clyde Carnes Rd. (Highway 170 Improvements)
APPENDIX A
ATTACHMENT A-4**

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant Responsibilities: The Consultant agrees to administer professional services for acquisition of properties on the proposed Highway 170 Improvements including, but not limited to:

1. Administrative Services:

- 1.1. Provide monthly, or as required, coordination reports to the City of Farmington.
- 1.2. Attend meetings including the Consultant, ARDOT, City of Farmington, FHWA and others as scheduled at the sole discretion of the City of Farmington as to date, time and location. The Consultant shall compile and distribute meeting minutes as required.
- 1.3. Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.
- 1.4. Overhead costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.
- 1.5. Prepare invoices for payment utilizing City of Farmington's standard invoicing procedures.
- 1.6. Provide right of way certification in accordance with ARDOT's Right of Way Division Policies and Procedures Manual.

2. Title Services:

- 2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.
- 2.2. Provide title commitments including thirty (30) year title searches in accordance with ARDOT's Right of Way procedures.
- 2.3. Be responsible for furnishing updates or revised information to the City of Farmington and ARDOT's Right of Way Engineering Section when change of

ownership occurs subsequent to the certificates obtained during right of way plan preparation.

- 2.4. Prepare proper instruments of conveyance and releases upon determination of title status in accordance with 1874 Arkansas Constitutional Amendment 28 and Arkansas State Law Statute 16-22-208.

3. Appraisal Services:

Appraisal services will be provided as assigned by City of Farmington as follows:

- 3.1. Review the City of Farmington's right of way and construction plans.
- 3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.
- 3.3. Provide total estimated cost of acquiring the needed right of way and a tract by tract breakdown.
- 3.4. Participate in the preparation of the scope of work, which is a written document between City of Farmington, ARDOT, and the appraiser describing the appraiser's work and the assignment. This is a separate document that will be retained in City of Farmington's office and ARDOT's Right of Way Division files.
- 3.5. Follow the Uniform Act for contacting property owners and property owner's inspection. This includes inviting the property owners preferably in writing to accompany the appraiser during the appraiser's inspection of the property, and maintain record of contact in file.
- 3.6. Notify property owners as soon as feasible of the City of Farmington's interest in acquiring the real property, including the City of Farmington's obligation to secure an appraisal.
- 3.7. When applicable, the appraiser and the relocation coordinator will meet with the property owner and determine items that are appraised as real estate and which items will be handled as personalty. This realty/personalty list will become a part of the appraisal. Legal counsel may be required if there is a question on any item.
- 3.8. Prepare compensation estimates or appraisals in accordance with Federal regulations and ARDOT's Right of Way policies and procedures.
- 3.9. For on-premise signs, determine if cost to cure would be less than purchase and prepare compensation estimate or appraisal accordingly.

- 3.10. For off-premise signs, prepare appraisals utilizing forms provided by City of Farmington in accordance with Federal regulations and ARDOT's Right of Way policies and procedures.
- 3.11. Determine need for specialty report and advise City of Farmington and ARDOT of recommendation. City of Farmington will determine extent of report needed and most efficient and cost-effective method of preparation.
- 3.12. Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).
- 3.13. Prepare written notification to the City of Farmington of any environmental concerns associated with the acquisition that could require environmental remediation.
- 3.14. Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by City of Farmington.
- 3.15. Revise, update, or obtain new compensation estimates or appraisals as needed.
- 3.16. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the ARDOT.

4. Review Appraisal Services

The Review Appraiser examines the appraisal report to determine that it:

- 4.1. Is completed in accordance with the FHWA, ARDOT, and City of Farmington's appraisal specifications and/or contract (for Fee Appraisers).
- 4.2. Adheres to accepted appraisal principles and techniques in the valuation of real property in accordance with State law and Federal regulations and requirements.
- 4.3. Contains or references the information necessary to explain, substantiate, and document the conclusions and estimate of fair market value.
- 4.4. Considers compensable items, damages and benefits, if any, and does not include compensation for noncompensable items.
- 4.5. Contains an identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures, which were considered as part of the real property.

- 4.6. Contains an estimate of fair market value for the acquisition, and where appropriate in the case of a partial acquisition, an allocation of the estimate of fair market value for the real property and for damages to the remaining property.
- 4.7. Requests and obtains from the appraiser any needed corrections or revisions.
- 4.8. Makes minor corrections, such as mathematical ones, and note and initial his/her action.
- 4.9. Makes comments and provides additional supporting data as necessary.
- 4.10. Provides estimate of just compensation including, when applicable, an allocation of compensation for the real property acquired and for damages to the remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which are considered to be a part of the real property to be acquired, if such allocation or listing differs from that in the appraisal(s).
- 4.11. State whether or not field inspections of the subject tract and the comparable sales were a part of the appraisal review. If a field inspection was not made, the reason(s) should be recited.
- 4.12. Before signing certification, the reviewing appraiser must state that the review appraiser has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from its acquisition.
- 4.13. Must certify that the estimate of just compensation has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
- 4.14. If appropriate, a value estimate of items compensable under State law but not eligible for Federal reimbursement.
- 4.15. Upon completion of the review process, the fair market value is approved by Review Appraiser and just compensation is recommended by the City of Farmington and established by ARDOT as required.

5. Negotiation Services:

- 5.1. Prior to the initiation of the negotiation process, perform a review of the project and appraisal reports with the negotiator, reviewing appraiser and City of Farmington personnel.
- 5.2. Prepare the appropriate acquisition documents and assemble tract packets.

- 5.3. Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.
- 5.4. Maintain a project log indicating, at a minimum, the dates of the following: compensation estimate or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.
- 5.5. On acquisitions involving relocatees, coordinate property owner meetings with personnel administering relocation assistance.
- 5.6. Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.
- 5.7. As negotiations are completed, review tract packets for completeness, prepare acceptance letters for ARDOT's execution, and distribute tract packets to the City of Farmington for further handling.
- 5.8. Submit proposed changes in right of way or construction design features arising through negotiations to City of Farmington utilizing the ARDOT's "Request for Plan Change" form.
- 5.9. Submit counteroffers from the property owners to the City of Farmington with recommendations for acceptance or rejection.

6. **Closing Services:**

- 6.1. Obtain title opinion identifying legal ownership and necessary parties for execution of conveyance and releases required to obtain clear title.
- 6.2. Obtain required partial releases of mortgages and other encumbrances.
- 6.3. Deliver state warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens.
- 6.4. Record conveyance documents in appropriate county offices.

7. Relocation Assistance Services:

- 7.1. Prior to negotiations, contact property owners to discuss relocation program and benefits, deliver the relocation brochure, and complete the Displacee Needs Questionnaire (RAS I5) and Relocation Coordinator's Report (RAS 5)..
- 7.2. .
- 7.2 Coordinate property owner meetings with negotiators.
- 7.3. Advise eligible owner-displacees of their monetary payments and how they were determined and provide a ninety (90) day written notice.
- 7.4. Provide displacees (personal property owners), a ninety (90) day written notice within seven (7) working days of initiation of negotiations.
- 7.5. Provide displacee a thirty (30) day written notice specifying the exact date by which the property must be vacated and/or personal property removed as needed.
- 7.6. Notify the City of Farmington immediately if displacee does not move after the thirty (30) day written notice expires.
- 7.7. Offer advisory services to and conduct personal interviews of nonresidential displacements. Determine the relocation needs and preferences of each person to be displaced and explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance.
- 7.8.
- 7.9. Provide, for nonresidential relocatees, current and continuing information on the availability, purchase prices, and rental costs of suitable replacement properties and locations.
- 7.10. Minimize hardships to persons in adjusting to relocation by providing counseling, advice regarding other sources of assistance that may be available, and such other help as may be appropriate
- 7.11. Maintain relocation contact logs.
- 7.12. Prepare any necessary bid documents, forms and claims for displacees' moving and related expenses. Deliver relocation payments.
- 7.13. Handle any property owner request for appeal hearing and appear as needed.

Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the ARDOT.

City of Farmington, Arkansas
RIGHT OF WAY ACQUISITION SERVICES – Job No. 040683,
Hwy. 62 – Clyde Carnes Rd. (Highway 170 Improvements)
APPENDIX A
ATTACHMENT A-5

Deliverables:

1. Monthly, or as required, Project Coordination Reports
2. Minutes of meetings between Consultant, City of Farmington, ARDOT, FHWA and others
3. Project records including, but not limited to, correspondence and documentation of contacts with City of Farmington, subcontractors, property owners, tenants, relocatees, mortgage companies, photographs, documents, receipts, quotes, etc.
4. Project Log(s)
5. Right of Way Certification
6. Title work, including title certificates and title commitments with supporting documents
7. Appraisals or compensation estimates
8. Realty/Personalty List as needed
9. List of contaminated sites from ADEQ and notification to City of Farmington of any environmental concerns
10. Approval of fair market value and recommendation of just compensation as necessary
11. Memorandums or documentation related to review of appraisals submitted by property owners as necessary
12. Requests for Legal Opinions
13. Appropriate acquisition documents
14. Negotiation notes
15. Written communications with property owners
16. Complete tract packets
17. Documentation substantiating ownership and/or authority to act on behalf of owner(s), i.e. affidavits, resolutions, death certificates, corporation documents, etc.
18. Contracts to Sell
19. Transmittal documents for tracts acquired or recommended for condemnation
20. Negotiator Certification
21. Plan changes
22. Title Opinions
23. Recorded Releases
24. Recorded Instruments of Conveyance
25. Relocation Documents including questionnaires, reports, claim forms
26. 30 and 90-day notices, eligibility notices, etc.
27. Relocation Coordinator notes
28. Relocation Contact Logs
29. Bid documents, moving forms and claims with proper documentation
30. Improvement Checklists with supporting documents
31. Inspection Reports including photographs
32. Sales documents to be included in sales brochure upon approval of review appraiser.

**CITY of FARMINGTON, ARKANSAS
RIGHT OF WAY ACQUISITION SERVICES
HWY. 62 – CLYDE CARNES RD. (HIGHWAY 170 IMPROVEMENTS) (FARMINGTON) (S)
ARDOT JOB #040683**

APPENDIX A ATTACHMENT A-6

MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Administrative Services	Monthly of Completed Service
Title Services	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Initial and/or Updated Appraisal Services	Monthly - Per Tract 100% of the Appraisal Fee for appraisals reviewed and approved in the previous month
Initial and/or Review Appraisal Services	Monthly - Per Tract 100% of the Appraisal Review Fee for appraisals reviewed and approved in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the City or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted
Closing Services	Monthly – Per Tract 100% After closing is completed and all original closing documents have been submitted to the City
Relocation Services	Monthly – Per Tract 20% Upon Presentation of Relocation Eligibility 50% Upon Relocation of Occupant/Tenant 30% Upon Final claims paid and submittal of fully documented relocation file
Property Management Services	Monthly – Per Tract 100% of property management services completed in the previous month
Eminent Domain/Relocation Hearings	Monthly – Per Tract 100% of services completed in the previous month

Agenda Item 15



Plymouth Engineering, PLLC

5714 Walden Street · Lowell, AR 72745
(479) 595-5934 · www.plymoutheng.com

June 6, 2018

Melissa McCarville
City of Farmington
354 W. Main Street – P.O. Box 150
Farmington, AR 72730

Re: North Hunter Street Culvert Replacement
Recommendation of Bid Award

Dear Mrs. McCarville:

Earlier today, three bids were received from general contractors for your project. The low bid for the project, in the amount of \$106,291.00, was offered by N.E.C., Inc. of Rogers, Arkansas.

The owners of N.E.C. have a long family history of heavy construction in northwest Arkansas. N.E.C. is listed by the Arkansas Contractors' Licensing Board in the Highway, Railroad, Airport Construction, Municipal & Utility Construction categories, with no complaints or violations and an unlimited bid budget limit. We know the family and their work history in the area, and are confident in their abilities to successfully complete this project.

Accordingly, Plymouth Engineering recommends that the City of Farmington award the construction contract to N.E.C., Inc. in the amount of \$106,291.00.

Please remember that the City Council has already authorized the purchase of the culvert sections in order to improve project scheduling. The purchase price of those culverts, \$41,485.50, is NOT included in N.E.C.'s bid, but was paid separately by the City. Adding these two items together brings the anticipated total construction cost of the project to \$147,776.50. The final cost will vary depending on the actual installed quantities.

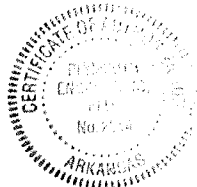
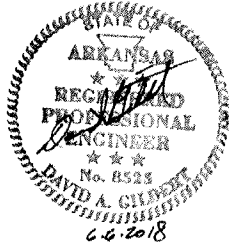
Please let me know how we can further assist you. We appreciate the opportunity to work with you on this project.

Sincerely,

David A. Gilbert, P.E.

c: File

Bid tabulation				6/6/2018					
North Hunter Street culvert									
Plymouth Engineering Project #47									
				N.E.C., Inc.		Steve Beam Const., Inc.		Fochtman Enterprises, Inc.	
Item #	Item	Quantity	Unit	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Remove and dispose of existing bridge structure	1	LS	\$6,513.00	\$6,513.00	\$54,365.00	\$54,365.00	\$70,000.00	\$70,000.00
2	Sawcut and remove existing asphalt and concrete	285	SY	\$6.00	\$1,710.00	\$27.00	\$7,695.00	\$35.00	\$9,975.00
3	Remove and dispose of existing tree	1	EA	\$685.00	\$685.00	\$785.00	\$785.00	\$1,500.00	\$1,500.00
4	Furnish and install select fill for grading/construct	50	TON	\$42.50	\$2,125.00	\$100.00	\$5,000.00	\$30.00	\$1,500.00
5	Install floorless box culverts provided by Owner	1	LS	\$35,335.00	\$35,335.00	\$108,700.00	\$108,700.00	\$110,000.00	\$110,000.00
6	Furnish and install headwalls, wingwalls, flowabl	1	LS	\$22,637.00	\$22,637.00	\$46,900.00	\$46,900.00	\$80,000.00	\$80,000.00
7	Furnish and install 6" thick roadway pavement, in	267	SY	\$51.50	\$13,750.50	\$101.00	\$26,967.00	\$83.00	\$22,161.00
8	Furnish and install 4" thick slope protection pave	101	SY	\$40.50	\$4,090.50	\$117.00	\$11,817.00	\$116.00	\$11,716.00
9	Furnish and install 4" sidewalk pavement, includi	74	SY	\$41.00	\$3,034.00	\$117.00	\$8,658.00	\$76.00	\$5,624.00
10	Furnish and install handrail	113	LF	\$41.00	\$4,633.00	\$72.00	\$8,136.00	\$150.00	\$16,950.00
11	Furnish and install 4" white traffic striping for roa	244	LF	\$6.00	\$1,464.00	\$2.58	\$629.52	\$1.50	\$366.00
12	Furnish and install 4" yellow traffic striping for D	244	LF	\$6.00	\$1,464.00	\$2.58	\$629.52	\$1.50	\$366.00
13	Additional flowable fill for filling unknown void	10	CY	\$115.50	\$1,155.00	\$128.00	\$1,280.00	\$120.00	\$1,200.00
14	Remove existing unsuitable subgrade where direc	10	TON	\$17.00	\$170.00	\$73.00	\$730.00	\$105.00	\$1,050.00
15	Erosion control, including seeding	1	LS	\$3,312.00	\$3,312.00	\$9,160.00	\$9,160.00	\$25,000.00	\$25,000.00
16	Trench safety	1	LS	\$4,213.00	\$4,213.00	\$1.00	\$1.00	\$10,000.00	\$10,000.00
Total Bid Amount					\$106,291.00		\$291,453.04		\$367,408.00



Informational Items



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

City Business Manager Report
June 11, 2018
City Council Meeting

- Dustin Long (3) has a work anniversary this month, thank him for his service!
- We have a pre-construction conference scheduled for the Southwinds/Rainsong project on June 8th. Contracts will be signed and construction should begin shortly after that date.
- Thanks to all who attended the public meeting on Saturday, June 2nd. We gained lots of valuable public input.
- We will be opening bids on the Hunter Street bridge project June 6th. We should have something to report at our meeting.
- The Large Scale Development for the City Public Works building will be on the planning commission agenda this month.
- We have moved \$2,000,000 from the General Reserve account to a 12 month CD earning 2.041% interest through Bank of the Ozarks. If you have questions about this let the Mayor, City Clerk, or me know.
- The catastrophic leave committee has awarded catastrophic leave to Martin Peters. Martin is a new fire fighter that started January 1, 2018. He has a medical condition that will require surgery and some time off. Having only been with the City about 6 months he does not have enough accrued sick leave to cover his absence.

Unity is strength... when there is teamwork and collaboration, wonderful things can be achieved.

~Mattie Stepanek



2018 FARMINGTON DISTRICT COURT MONTHLY DISTRIBUTION WORKSHEET MONTH OF MAY

ADMIN OF JUSTICE FUND

Check #1	Dept. of Finance and Administration	Total for Check # 1	\$4,916.40	Chk#2054
Check #2	General Fund	Total for Check # 2	\$1,814.85	Chk#2055
Check #3	Washington County Treasurer (Act 1256)	Total for Check # 3	\$1,532.75	Chk#2056
Total Checks Admin of Justice				\$8,264.00


COURT COST & FINE

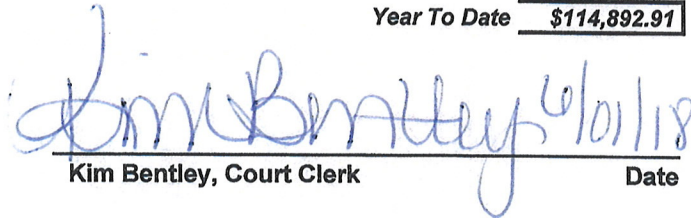
Check #4	Administration of Justice Fund CCCR- Court Cost-Criminal \$1,939.00 CCCRO-CourtCost Criminal Ordinance \$35.00 CCTR- Court Cost-Traffic \$3,455.00 CCTRO- Court Cost-Traffic Ordinance \$1,680.00 CCDWI-Court Cost DWI \$1,155.00	Total for Check # 4 (Chk#3392)	\$8,264.00	
Check #5	General Fund FINE- Fines Collected \$9,203.00 NLIFL-No Liability Ins. Fines \$610.00 FTPRLOC-Fines Local \$80.00	Total for Check # 5 (Chk#3393)	\$9,893.00	
Check #6	Court Automation Fund CFEE-Local Court Automation \$660.00	Total for Check # 6 (Chk#3395)	\$660.00	
Check #7	Department of Finance & Administration CFEES - State Court Automation Fee \$660.00 DCSAF - Drug Crime Special Assess Fee \$130.00 DVPPF - Domestic Violence Peace Fund Fee \$35.00 NIFS - New Installment Fee - State \$1,285.00 FTPRAHP - FTPR Fines - AHP \$120.00	Total for Check # 7 (Chk#3396)	\$2,230.00	
Check #8	Washington County Treasurer JBAF - Jail Booking and Admin Fee \$55.95 CJF - County Jail Fee \$1,737.00	Total for Check # 8 (Chk#3397)	\$1,792.95	
Check #9	RF - Restitution Fee Walmart Neighborhood Market, Blair/ CR-16-227 & CR-16-228 \$34.05	Total for Check # 9 (Chk#3398)	\$34.05	
Check #10	RF - Restitution Fee Walmart Neighborhood Market, Alicia Caldera/ CR-17-575 \$39.09	Total for Check # 10 (Chk#3399)	\$39.09	
Check #11	RF - Restitution Fee Ian Matthew Harkey (Rylan Sims Case CR-17-444) \$300.00	Total for Check # 11 (Chk#3400)	\$300.00	
Check #12	RF - Restitution Fee David B. Buchanan (Rylan Sims Case CR-17-445) \$400.00	Total for Check # 12 (Chk#3401)	\$400.00	
Check #13	RF - Restitution Fee Frank Scroggins (Rylan Sims Case CR-17-443) \$196.00	Total for Check # 13 (Chk#3402)	\$196.00	
Check #14	RF - Restitution Fee Shaun Logan May (Rylan Sims Case CR-17-446) \$800.00	Total for Check # 14 (Chk#3403)	\$800.00	
Check #15	RDP - Refund Due Payer James D. Jones/CR-TR-18-180, TR-18-181, OR-18-80, \$635.00	Total for Check # 15 (Chk#3404)	\$635.00	
Check #16	RDP - Refund Due Payer Jason M. Purdy/TR-17-651 \$145.00	Total for Check # 16 (Chk#3405)	\$145.00	

Check #17	RDP - Refund Due Payer		
	Erika Norman/TR-18-275	\$150.00	
		Total for Check # 17 (Chk#3406)	\$150.00
Check #18	RDP - Refund Due Payer		
	Alicia Caldera/ CR-17-575	\$750.00	
		Total for Check # 18 (Chk#3407)	\$750.00
Check #19	RDP - Refund Due Payer		
	Christopher Lee Palmer/TR-18-139, OR-18-59	\$70.00	
		Total for Check # 19 (Chk#3408)	\$70.00
Check #20	RDP - Refund Due Payer		
	Darla Gouskos/DWI-17-21	\$720.00	
		Total for Check # 20 (Chk#3409)	\$720.00

Monthly Total \$27,079.09

Year To Date \$114,892.91


 Ernie Penn, Mayor Date 6-1-18


 Kim Bentley, Court Clerk Date 6/1/18

 Graham Nations, District Judge Date



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

Fire Department
Mark Cunningham
Fire Chief

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

May 2018 Monthly Report for Mayor and City Council

The fire department responded to over 74 calls during the month of May and that is about average for all of last year for calls. The weather has made us do things a little different than what we planned for again. The colder conditions have been a challenge for us in April and we had endured the hottest May that has been recorded.

This month we finally finished all the hose testing for the year which was very labor intensive on us, especially on myself, but we did it. We then turned to our next task for the year and that was fire hydrant maintenance that we do every year, and we were able to finish all of our hydrant testing and maintenance for 2018 in the month of May also.

We have been experiencing difficulties in staying fully staffed sometimes because we have two of my full time employees off on FMLA and I have to pay overtime to try and keep staffed to some degree. I am supposed to have one of them return to work in two weeks, but the other one will be off for a least seven more weeks.

We have purchased extrication equipment for our new truck and now it is fully equipped and ready to serve.

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

Mark Cunningham
Fire Chief

Farmington Police Dept.

Offenses for Month 5/2017 and 5/2018

6/1/2018 8:33:36 AM

	<u>2017</u>	<u>2018</u>
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	1	0
BATTERY - 2ND DEGREE / INJURES PERSONS OVER 60 YOA AND 12 YOA AND YOUNGER		
5-13-202A(4)C	0	1
BREAKING OR ENTERING / BUILDING OR STRUCTURE		
5-39-202A(1)	1	0
Breaking or Entering/Vehicle		
5-39-202	3	2
BURGLARY, COMMERCIAL		
5-39-201B(1)	1	1
BURGLARY, RESIDENTIAL		
5-39-201A(1)	0	2
CARELESS DRIVING		
27-51-104	2	0
CRIMINAL IMPERSONATION / 2ND DEGREE / ASSUMES FALSE IDENTITY		
5-37-208(2)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS		
5-38-204(a)(2)	0	2
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204(a)(1)	3	3
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES		
5-39-203A	0	3
CRIMINAL TRESPASS ON LAND / FENCED PASTURE		
5-39-305C	0	1
DISORDERLY CONDUCT / FIGHTING OR VIOLENT, THREATENING, OR TUMULTUOUS BEHAV		
5-71-207A(1)	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	1	2
Drivers License Required		
27-16-602	0	1
DRIVING ON SUSPENDED LICENSE		
27-16-303	0	4
DWI (UNLAWFUL ACT)		
5-65-103A	2	4
DWI - DRUGS (UNLAWFUL ACT)		
5-65-103B	0	1
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION		
5-65-105	1	1
ENDANGERING THE WELFARE OF MINOR - 3RD DEGREE		

	<u>2017</u>	<u>2018</u>
5-27-207(b)	0	1
Excess Speed		
27-51-201	0	4
FAILURE TO APPEAR		
5-54-120	13	20
Failure to Maintain Control		
27-51-104(6)	0	1
FAILURE TO PAY FINES & COSTS		
5-4-203	7	12
Failure to Pay Registration/No Vehicle License		
27-14-903	1	0
Failure to Yield to Emergency Vehicle		
27-51-901	0	1
Fire (Structure/Vehicle/Grass)		
FIRE	1	0
FORGERY		
5-37-201	3	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER IS STOLEN		
5-37-207A(1)	2	0
HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM		
5-71-209A(1)	0	1
HARASSMENT / IN PUBLIC INSULTS, TAUNTS, OR CHALLENGES ANOTHER TO PROVOKE A		
5-71-208A(4)	0	1
Improper Turn		
27-51-401	0	2
Info Only		
IO	1	0
Leaving Scene of Accident/Property Damage		
27-53-102	1	1
No Proof Insurance		
27-22-104	2	3
No Proof of Ownership		
27-14-701C	0	1
No Turn Signal		
27-51-403	0	1
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER		
5-54-102A(1)	0	1
OBSTRUCTING GOVERNMENTAL OPERATIONS / REFUSES TO PROVIDE INFORMATION FOR A		
5-54-102A(2)	0	2
POSSESSING INSTRUMENTS OF CRIME		
5-73-102	1	0
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	1	2
POSSESSION OF A CONTROLLED SUBSTANCE INTO DETENTION FACILITY		
5-64-401(f)	1	0

	<u>2017</u>	<u>2018</u>
Possession of Drug Paraphernalia		
5-64-403(c)(1)(A)(i)	0	3
POSSESSION OF DRUG PARAPHERNALIA		
5-64-443	1	7
POSSESSION OF METH OR COCAINE LT 2GM		
5-64-419B(1)A	1	3
POSSESSION OF METH OR COCAINE PURPOSE TO DELIVER GT 2GM BUT LT 10GM		
5-64-420B(2)	0	1
POSSESSION OF SCH I OR II GT 10GM BUT LT 200GM		
5-64-419B(2)C	1	1
POSSESSION OF SCH I OR II LT 2GM		
5-64-419B(2)A	2	0
POSSESSION OF SCH I OR II NOT METH OR COCAINE PURPOSE TO DELIVER		
5-64-424	0	1
POSSESSION OF SCH IV OR V LT 28GM		
5-64-419B(4)A	1	0
POSSESSION OF SCH VI LT 4OZ		
5-64-419B(5)1	0	1
PUBLIC INTOXICATION / DRINKING IN PUBLIC		
5-71-212	1	3
PURCHASE, POSSESSION OF INTOXICATING LIQUOR BY MINOR		
3-3-203	0	1
RAPE		
5-14-103	2	0
Right of Roadway		
27-51-301(A)	1	0
Run Stop Sign		
27-51-601	1	0
RUNAWAY		
90I	1	1
SHOPLIFTING \$1,000 OR LESS		
5-36-116	2	0
Tail Lights/Reflectors (Improper)		
27-36-215	1	0
TERRORISTIC THREATENING		
5-13-301	2	0
TERRORISTIC THREATENING/2nd Degree		
5-13-301(2)A	0	2
THEFT \$1,000 OR LESS - ALL OTHERS		
5-36-103(b)(4)(A)	3	3
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	3	3
THEFT \$1,000 OR MORE AND LESS THAN \$5,000 (BREAKING OR ENTERING / BUILDING OR STRUCTURE)		
5-36-103(b)(3)(A)	1	0
THEFT \$25,000 OR MORE - FROM BUILDING		

	<u>2017</u>	<u>2018</u>
5-36-103(b)(1)(A)	1	0
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - ALL OTHERS		
5-36-103(b)(3)(A)	1	0
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM BUILDING		
5-36-103(b)(3)(A)	1	0
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	1	3
THEFT OF PROPERTY CREDIT/DEBIT CARDS		
5-36-103(b)(3)(C)	0	1
THEFT OF VEHICLE VALUED AT \$5,000 OR LESS BUT GREATER THAN \$1,000		
5-36-103(b)(3)(A)	1	0
UNAUTHORIZED USE OF A VEHICLE		
5-36-108	1	0
VIOLATION OF A PROTECTION ORDER- MISDEMEANOR		
5-53-134(b)(1)	0	1
VIOLATION OF IMPLIED CONSENT		
5-65-205	1	2
VIOLATION OF OPEN CONTAINER		
2009-01	1	2
Totals:	82	122

Farmington Police Dept.

Tickets Issued by Officer and Month for 2018

6/1/2018 8:34:15 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bertorello, James	22	16	17	3	9	0	0	0	0	0	0	0	67
Brotherton, James	11	15	15	17	6	0	0	0	0	0	0	0	64
Catron, Joshua	27	24	28	5	2	0	0	0	0	0	0	0	86
Collins, John	1	0	0	0	0	0	0	0	0	0	0	0	1
Collins, Justin	79	40	53	46	19	0	0	0	0	0	0	0	237
Long, Dustin	25	30	33	5	25	0	0	0	0	0	0	0	118
Mahone, Taron	132	67	107	109	107	0	0	0	0	0	0	0	522
Parrish, Chad	1	0	2	0	0	0	0	0	0	0	0	0	3
Talley, Taylor	65	55	41	26	36	0	0	0	0	0	0	0	223
Wilbanks, Johnie	0	4	0	0	3	0	0	0	0	0	0	0	7
Totals:	363	251	296	211	207	0	0	0	0	0	0	0	1328

Permit Report

5/1/2018 - 5/30/2018

Permit #	Permit Date	Site Address	Permit Type	Type of Building	Description of Work	Contractor	Material & Labor	Total Fees
2083	5/30/2018	12329 Hwy 170	Building	Commercial	Phase 3 Field House Building F	Kinco Construction	10,735,000	\$34,105.00
2082	5/30/2018	12329 Hwy 170	Building	Commercial	Phase 3 East ticket booth Building E	Kinco Construction	15,000	\$135.00
2081	5/30/2018	12329 Hwy 170	Building	Commercial	Phase 3 East ticket booth Building D	Kinco Construction	15,000	\$135.00
2080	5/30/2018	12329 Hwy 170	Building	Commercial	Phase 3 Visitor Locker Building C	Kinco Construction	115,000	\$815.00
2079	5/30/2018	12329 Hwy 170	Building	Commercial	Phase 3 Concessions Building B	Kinco Construction	511,000	\$2,688.50
2078	5/30/2018	12329 Hwy 170	Building	Commercial	Phase 3 press Box Building A	Kinco Construction	286,000	\$1,670.00
2077	5/29/2018	505 Caballo	Building	Residential	New House	Riggins Construction	228,000	\$844.00
2076	5/29/2018	622 Bison Run	Building	Residential	New House	Riggins Construction	277,000	\$991.00
2075	5/29/2018	421 Caballo	Building	Residential	New House	Riggins Construction	228,000	\$844.00
2074	5/29/2018	421 La Riata	Building	Residential	New House	Riggins Construction	228,000	\$844.00
2073	5/29/2018	514 Caballo	Building	Residential	New House	Riggins Construction	244,000	\$892.00
2072	5/29/2018	654 Bison Run	Building	Residential	New House	Riggins Construction	244,000	\$892.00

2071	5/29/2018	638 Bison Run	Building	Residential	New House	Riggins Construction	230,000	\$850.00
2070	5/29/2018	490 Twin Falls	Mechanical	Residential	HVAC for new house	Comfort Heat and Air	5,865	\$40.00
2069	5/29/2018	3951 E Heritage Parkway	Electric	Residential	Electric for new house	Burnett Electric	13,000	\$75.00
2068	5/29/2018	33 Pitman	Plumbing/Gas	Residential	Repair gas line	Morrow Plumbing	2,000	\$20.00
2067	5/25/2018	346 Southwinds	Electric	Residential	Replacing 200 amp panel	James Hagan	3,000	\$25.00
2066	5/24/2018	81 Double Springs	Demo	Residential	Demolish burned out house	Red Line Construction	2,000	\$50.00
2065	5/24/2018	435 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2064	5/24/2018	463 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2063	5/24/2018	477 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2062	5/24/2018	491 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2061	5/24/2018	505 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2060	5/24/2018	435 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00
2059	5/24/2018	449 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00
2058	5/24/2018	463 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00
2057	5/24/2018	477 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00

2056	5/24/2018	491 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00
2055	5/24/2018	505 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00
2054	5/24/2018	633 Arroyo	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00
2053	5/24/2018	617 Arroyo	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,900	\$30.00
2052	5/24/2018	10882 S Appleby	Building	Residential	New House	Home owner	407,000	\$1,381.00
2051	5/24/2018	10872 Appleby	Building	Residential	New House	Trademark Custom Homes	362,000	\$1,246.00
2050	5/21/2018	633 Arroyo	Building	Residential	New House	Riggins Construction	228,000	\$844.00
2049	5/21/2018	617 Arroyo	Building	Residential	New House	Riggins Construction	277,000	\$991.00
2048	5/18/2018	271 W Main	Plumbing/Gas	Commercial	Plumbing for church remodel	Hawg Country Plumbing	4,000	\$30.00
2047	5/17/2018	10718 S Appleby	Electric	Residential	Electric for detached garage	Home Owner	800	\$20.00
2046	5/16/2018	12126 Riviera Place	Mechanical	Residential	HVAC change out	Paschal Heat and Air	12,894	\$75.00
2045	5/16/2018	190 Countryside	Electric	Residential	Electric for detached garage	Selvin's Electric	1,700	\$20.00
2044	5/14/2018	611 Double Springs	Electric	Residential	Electric for detached garage	Home Owner	500	\$20.00
2043	5/14/2018	463 La Riata	Building	Residential	New House	Riggins Construction	210,000	\$790.00

2042	5/14/2018	188 Glen	Storage Building	Residential	Storage building	Home Owner	3,500	\$30.00
2041	5/14/2018	10926 Hwy 170	Plumbing/Gas	Commercial	Plumbing for tenant finish out	Greg Gaulin Plumbing Company	2,670	\$25.00
2040	5/14/2018	218 Longwith	Mechanical	Residential	HVAC change out	Morrow Heat and Air	4,300	\$35.00
2039	5/11/2018	910 Gibson Hill	Pool	Residential	Pool for new house	Megalodon Pools	67,000	\$328.00
2038	5/11/2018	11963 Clyde Carnes	Electric	Residential	Electric for new barn	Home Owner	2,000	\$20.00
2037	5/11/2018	10926 Hwy 170	Mechanical	Commercial	HVAC change out	Advantage Heat and Air	10,474	\$65.00
2036	5/9/2018	11446 Frisco	Electric	Residential	Electric for new house	Lonestar Electric	4,500	\$35.00
2035	5/9/2018	11363 Club House	Electric	Residential	Electric for new house	Lonestar Electric	4,500	\$35.00
2034	5/8/2018	450 Main	Building	Residential	Remodel, repair house	Brett Johnson Construction	40,000	\$210.00
2033	5/8/2018	450 Main	Electric	Residential	Repair electrical service and upgrade panel	Morgan Downum Electric	700	\$20.00
2032	5/8/2018	190 Countryside	Storage Building	Residential	New Garage/storage building	Eagle Construction	19,200	\$105.00
2031	5/8/2018	449 La Riata	Building	Residential	New House	Riggins Construction	244,000	\$892.00
2030	5/8/2018	477 La Riata	Building	Residential	New House	Riggins Construction	210,000	\$790.00
2029	5/8/2018	312 Willow	Electric	Residential	Upgrading panel	Mr. Sparky	1,600	\$20.00
2028	5/7/2018	75 Hawkins	Building	Residential	Home addition	Chris Webb	30,000	\$160.00
2027	5/7/2018	11212 Frisco	Pool	Residential	New Pool	Home owner	30,000	\$160.00

2026	5/7/2018	503 Orchard Creek	Electric	Residential	Electric for pool	Shane Hall Electric	3,000	\$25.00
2025	5/7/2018	110 E Main	Plumbing/Gas	Commercial	Plumbing for Arvest remodel	HDI Contractors	27,000	\$145.00
2024	5/7/2018	106 Neal	Mechanical	Residential	HVAC change out	Price's Heating and Air	3,000	\$25.00
2023	5/7/2018	491 La Riata	Building	Residential	New House	Riggins Construction	210,000	\$790.00
2022	5/4/2018	110 E Main	Electric	Commercial	Electrical for bank addition	Criterion Energy LLC	38,000	\$200.00
2021	5/2/2018	11617 Richmond	Building	Residential	New Carport	Home owner	5,000	\$35.00
2019	5/2/2018	10896 Windswept	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	8,900	\$55.00
2018	5/2/2018	10884 Windswept	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	8,900	\$55.00
2017	5/2/2018	10718 S Appleby	Storage Building	Residential	New Storage Building	Home Owner	20,000	\$110.00
2016	5/1/2018	3951 E Heritage Parkway	Building	Residential	New House	D.P. Development	526,000	\$1,652.00
								\$57,769.50

Total Records: 67

5/30/2018

Library
Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2018												
Total Circulation	3,657	3,471	3,930	3,945	4,144							
YTD Circulation	3,657	7,128	11,058	15,003	19,147							
Holds Satisfied	684	650	681	661	680							
YTD Hold Satisfied	684	1,334	2,015	2,676	3,356							
PAC Logins	870	784	969	929	821							
YTD PAC Logins	870	1,654	2,623	3,552	4,373							
New Cardholders	39	38	11	22	34							
YTD New Cardholders	39	77	88	110	144							

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

Library
Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Early Literacy Station Users	101	114	134	105	112							
YTD Early Literacy Station Users	101	215	349	454	566							
Users	231	245	235	241	237							
YTD Users	231	476	711	952	1,189							
Device Checkout	0	0	1	2	4							
YTD Device Checkout	0	0	1	3	7							

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2017												
Early Literacy Station Users	95	86	96	93	109	105	123	128	103	110	97	84
YTD Early Literacy Station Users	95	181	277	370	479	584	707	835	938	1,048	1,145	1,229
Users	314	293	301	271	308	224	241	365	334	237	221	264
YTD Users	314	607	908	1,179	1,487	1,711	1,952	2,317	2,651	2,888	3,109	3,373
Device Checkout	0	0	0	0	2	3	0	4	2	0	0	0
YTD Device Checkout	0	0	0	0	2	5	5	9	11	11	11	11

Library
Miscellaneous Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Color Print Services	28	32	37	34	16							
YTD Color Print Services	28	60	97	131	147							
Copy/Print Services	929	1,420	1,412	2,029	1,389							
YTD Copy/Print Services	929	2,349	3,761	5,790	7,179							
Fax Services	90	71	74	142	94							
YTD Fax Services	90	161	235	377	471							
Notary Services	2	1	2	1	3							
YTD Notary Services	2	3	5	6	9							
Reference Transactions	221	248	346	275	213							
YTD Reference Transactions	221	469	815	1,090	1,303							
Scanning Services	20	14	39	41	15							
YTD Scanning Services	20	34	73	114	129							
Staff Supervised Volunteer Hours	35	33	27	14	9							
YTD Staff Supervised Volunteer Hours	35	68	95	109	118							
Test Proctor	0	0	0	0	0							
YTD Test Proctor	0	0	0	0	0							
2017												
Color Print Services	53	31	24	20	110	40	59	49	14	21	56	36
YTD Color Print Services	53	84	108	128	238	278	337	386	400	421	477	513
Copy/Print Services	1,205	1,336	1,373	1,211	1,696	1,429	1,677	1,627	1,730	1,453	1,411	1,798
YTD Copy/Print Services	1,205	2,541	3,914	5,125	6,821	8,250	9,927	11,554	13,284	14,737	16,148	17,946
Fax Services	38	35	39	51	87	78	55	72	103	108	69	77
YTD Fax Services	38	73	112	163	250	328	383	455	558	666	735	812
Notary Services	9	0	10	17	5	10	4	6	5	10	0	0
YTD Notary Services	9	9	19	36	41	51	55	61	66	76	76	76
Reference Transactions	189	188	235	241	204	224	241	291	240	195	122	179
YTD Reference Transactions	189	377	612	853	1,057	1,281	1,522	1,813	2,053	2,248	2,370	2,549
Scanning Services	18	14	15	28	18	22	10	21	24	23	25	33
YTD Scanning Services	18	32	47	75	93	115	125	146	170	193	218	251
Staff Supervised Volunteer Hours	46	53	45	68	17	13	11	21	21	34	13	2
YTD Staff Supervised Volunteer Hours	46	99	144	212	229	242	253	274	295	329	342	344
Test Proctor	0	0	0	0	0	1	1	0	2	3	0	3
YTD Test Proctor	0	0	0	0	0	1	2	2	4	7	7	10

Library
Programs and Meetings

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Book Club		8	10	9	9							
Community Story Time		51	57	56								
Kids Book Club	3	16	14	7								
Kindergarten Story Time		111	226	187	40							
Meeting Room Use		7		7	7	7						
Nonfiction Book Club			1	1	1	1						
Painting Class			18									
Technology Instruction	1	5	3	3	3	3						
Theater Performance by YAG		34										
Total Monthly Program Attendance	4	232	329	263	53							
Number of Juvenile Programs	1	8	9	8	1							
Number of Young Adult Programs		0	0	0	0	0						
Number of Adult Programs	1	2	5	2	2	2						
Number of Non-Library Meeting Room Events		1		1	1	1						

Library
Daily Visitors

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Visits	2,170	2,183	2,584	2,384	2,358							
YTD Visits	2,170	4,353	6,937	9,321	11,679							
2017												
Visits	2,431	2,526	2,616	2,553	2,381	3,078	2,659	2,617	2,491	2,827	2,244	2,307
YTD Visits	2,431	4,957	7,573	10,126	12,507	15,585	18,244	20,861	23,352	26,179	28,423	30,730

Planning Commission Minutes
April 23, 2018

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

PRESENT

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

ABSENT

None

City Employees Present: Steve Tennant, City Attorney; Chris Brackett, City Engineer

2. Approval of Minutes: March 26, 2018 Minutes were approved as written.

3. Comments from Citizens: No comments from citizens.

PUBLIC HEARING

4A. Conditional Use for Sale of Fireworks presented by Kevin Bailey:

David Stewart was present to discuss the request

Comments from the City:

A memo from Melissa McCarville was read to the Planning Commissioners and audience. This memo states that this is a reoccurring request every year. It is the same company and location. She does not have any issues with the request.

Steve Tennant provided clarification on the ordinance states for the sale of fireworks. This period is from June 21st to July 7th.

Robert Mann called the question to approve the conditional use for the sale of fireworks. Upon roll call, the motion was passed unanimously.

4B. Conditional Use on Appeal- Residential dwelling in C-2 zoning presented by Joey Ingle:

Joey Ingle was present to discuss the request.

Comments by the City:

Melissa McCarville's memo was read as follows:

"In my opinion this is a reasonable request. Since we cannot foresee every possible appeal that can be made, the planning commission is allowed to consider these exceptions. The key, in my view, is the idea that you can add whatever conditions that you see fit on this request. The mandate that only the

manager of the storage units be the tenant is what I would consider a reasonable requirement. This is a conditional use, so if complaints are received, you would have the option to reconsider this approval.”

Rick Bramall’s memo was read as follows:

“I am not opposed of letting Scott Busch get a conditional use to allow a residential dwelling in a C-2 zoned lot. This is a common practice in other towns and is allowed in the building codes. The dwelling will have to meet all the fire separation requirements in the commercial building code and the construction requirements of the residential code.”

Steve Tennant stated he has looked at the history and a manager only would be a good stipulation to have on the conditional use. No family should be living there; it should only be for a single person. His only concern is the complaints for safety of children.

Jay Moore asked Steve if they would have to wait the 1 year before addressing any complaints or if we can address the complaints when we receive them. Steve stated if the problem arises it can be addressed at that time and they don’t have to wait the full year to revoke the Conditional Use permit.

Public Comment: No public comment.

Joey Ingle stated he will make it a stipulation that the tenant can only be a single person. No families will be allowed to take residence as manager on the property. He will be following all building codes.

Robert Mann called the question to approve the Conditional Use on Appeal. Upon roll call, the motion was passed unanimously.

4C. Variance Request to front setback requirement presented by Joey Ingle:

Joey Ingle was present to discuss the request.

Joey Ingle from Sand Creek Engineers stated the goal of this request is to create street-front visibility of the property. This is due to the fact that when Highway 62 was widened, the now required setbacks from highway would hide the new building. (The existing buildings on either side are closer to the highway.). The parking will be placed in the rear of the property.

Comments from the City:

Melissa McCarville’s memo read as follows:

“This set back variance request is in keeping with the front setback of other buildings adjacent to it. To set this building back, with the other so far forward would hamper the ability for the owner to market the lease space. With the speed limit as it is, it si realistic to allow this structure to have visibility closer to Hwy 62.”

Rick Bramall’s memo read as follows:

“I am not opposed of the building set back variance being requested. This will allow more visibility of the building and will not cause any undue hindrance to the business.”

Steve Tenant stated he agrees with Melissa and Rick. Joey Ingle stated one of the goals was to create curb appeal. Gerry Harris liked the idea of parking behind businesses. She suggested the Planning Commission should revisit the ordinance about commercial business parking. Steve Tenant agreed. Gerry Harris asked if the variance goes with the person or the property. It was answered that it goes with the property. Therefore, even if current owner sells the property to someone who wants to put in a different business, the conditional use stands.

Chris Brackett stated this property has special circumstances because the drainage and Highway 62 right of way pushed the setbacks even further and the business building needs to be in line with the businesses in that area. The variance would fix this issue of being too far back.

Public comment:

Ernie Penn, 50 Bellwood- stated he likes the design and visibility this variance will help the issues. He also stated if they want to make an exception with the property it would be a great addition.

Robert Mann called the question to approve the variance to the front setback requirement. Upon roll call, the motion passed unanimously.

NEW BUSINESS

5. Large Scale Development: Holland House Holdings- the Vault Storage & 277 Farmington Commercial presented by Joey Ingle:

Joey Ingle stated they have revised the plans including the landscaping.

Comments from the City:

Melissa McCarville's memo stated "I defer to Chris Brackett."

There were no remarks from Rick Bramall.

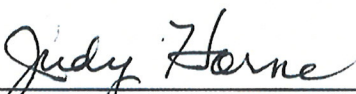
Chris Brackett read his memo for the Commission as follows; "The Large Scale Development Plan for the Holland House Holdings has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments: 1. There are several drainage issues from Technical Plat Review that have not been satisfactorily addressed. These issues must be addressed for the Detention Design to be considered a "final" design. These corrections can be addressed with the construction plan submittal and review. A meeting to review the comments and responses prior to construction plan submittal is recommended. 2. The fire flow and fire hydrant and fire lane locations must be approved by the Fire Department prior to construction plan approval. 3. Submit two (2) copies of the filed easement plat before final approval of the plans. A copy of the proposed easement plat should be submitted to MWY for review prior to acquiring signatures. 4. Any water and sewer improvements must be reviewed and approved by the City of Fayetteville Engineering Department and the Arkansas Department of Health prior to any construction activities. 5. A completed Grading Permit Application and fee must be submitted prior to final approval of the plans. A preconstruction conference will be required prior to any mass grading on the site. The owner, their engineering consultant, and their contractor responsible for the best management practices will be required to attend this conference. 6. After a final review set of plans and drainage report has been approved by

MWY, the applicant should submit to the City three (3) set of full size plans, two (2) sets of half sized plans, and two (2) copies of the final drainage report that have been sealed by the engineer for final approval and distribution.”

Public Comment: no comments from citizens.

Robert Mann called the questions to approve the Large Scale Development: Holland House Holdings- the Vault Storage & 277 Farmington Commercial. Upon roll call, the motion passed unanimously.

6. Adjournment: Having no further business, meeting was adjourned.



Judy Horne - Secretary



Robert Mann - Chair