



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

**CITY COUNCIL AGENDA**  
**January 13, 2025**

A regular meeting of the Farmington City Council will be held on  
Monday, January 13, 2025, at 6:00 p.m.  
City Hall  
354 W. Main Street, Farmington, Arkansas.

1. Call to Order –Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes –December 9, 2024, City Council Meeting
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
10. Items to be removed from City of Farmington Inventory –

## **NEW BUSINESS**

11. Resolution No. 2025-01 a resolution establishing the procedural rules for the City Council of the City of Farmington, Arkansas for 2025.
12. Resolution No. 2025-02 a resolution providing for the adoption of the amended budget for the City of Farmington, Arkansas for the 12 months beginning January 1, 2024, and ending December 31, 2024; Appropriating money for each item, and for other purposes.
13. Resolution No. 2025-03 a resolution in support of an application for the Blue & You Mini Grant.
14. Resolution No. 2025-04 a resolution waiving requirements of competitive bidding for the purchase of one Chevrolet Silverado for the Farmington Street Department.
15. Request approval of contract between Washington County, Arkansas and the City of Farmington, Arkansas concerning the provision of animal sheltering services.
16. Hwy 170 update.
17. Farmington Farmers Market presentation

**MINUTES**



Mayor Ernie Penn

City Attorney Jay Moore

City Clerk Kelly Penn

City Council Member Sherry Mathews  
Ward 1 Position 1

Council Member Keith Lipford  
Ward 2 Position 1

Council Member Brenda Cunningham  
Ward 3 Position 1

Council Member Diane Bryant  
Ward 4 Position 1

Council Member Hunter Carnahan  
Ward 1 Position 2

Council Member Linda Bell  
Ward 2 Position 2

Council Member Bobby Morgan  
Ward 3 Position 2

Council Member Kara Gardenhire  
Ward 4 Position 2

A meeting of the Farmington City Council was held on December 9, 2024, at 6:00 p.m. in the Council Chambers at Farmington City Hall, located at 354 West Main Street, Farmington Arkansas. Mayor Ernie Penn called the meeting to order.

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

#### **Pledge of Allegiance**

#### **Comments from Citizens – All comments will be taken under advisement with no action taken.**

Sherry Wallis, 181 Ruth Street –Sherry was representing the residents on Louise and Green Street. They are concerned with the exit of the new car wash, they are a dead-end street with cul de sacs, without proper signage they are concerned about traffic and safety of children playing. They spoke with the project engineer, and he said there would be signs posted regarding the dead-end left turn. The signage is not there.

#### **Approval of November 12, 2024, City Council Meeting Minutes**

On the motion of Council Member Bryant and a second by Council Member Carnahan and by the consent of all Council Members present after a roll call vote, the minutes were approved as presented by a vote of 8-0.

#### **Financial Reports**

Mayor Penn presented the financial reports to the City Council. The monthly city sales tax increased by 1.078 %. The monthly state/county sales tax increased by 1.055 %.

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

On the motion of Council Member Cunningham and a second by Council Member Carnahan, 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** – City Clerk Penn advised the Council members their statements of financial interest reports have been handed out and they are due no later than January 31, 2025

**Committee Reports** – None.

## Unfinished Business

### Ordinance No. 2024-14 An Ordinance rezoning property on Wesley Stevens Road, From A-1 Agriculture to RE-2, Residential Estate as requested by Steven Church.

Mayor Penn asked for public comments, we had the following speakers.

Carolyn Gardner from Crafton & Tull was there to answer any questions regarding the project.

Craig Hardin, 4790 Plymouth Rock Road – Mr. Hardin is a property owner, he had concerns regarding how the agenda item was titled as unfinished business. City Clerk Penn explained the item was tabled at the last meeting, there was no action taken, so it comes back before the council as unfinished business to be voted on. He had concerns with the drainage and requested city staff send him a copy of the drainage manual electronically. He also thought the zoning did not fit the area. He wants to make a formal request for the survey of the property to make sure it matches his survey. Who will be responsible for relocating water lines and utilities?

Council Member Bell asked Planning Commissioner Norm Topping if the zoning request met the criteria for the area and did it fit? He said yes it did.

A motion was made by Council Member Bell and seconded by Council Member Morgan to suspend the rules and place Ordinance No. 2024-14 City Attorney Moore reads Ordinance No. 2024-14 by title only. Mayor Penn asked, ‘Shall the Ordinance pass?’ After a roll call vote the motion passed 6-2 with Council Members Lipford and Mathews voting no. A motion was made by Council Member Bell and seconded by Council Member Carnahan to approve the emergency clause for Ordinance no. 2024-14. After a roll call vote, the motion passed 8-0.

### Request for Approval of Human Resources Manager Position

On the motion of Council Member Carnahan and a second by Council Member Morgan and by the consent of all Council Members present after a roll call vote, the request for approval of a Human Resources Manager Position was approved as presented by a vote of 8-0.

### Resolution No. 2024-12 A Resolution providing for the adoption of a budget for the City of Farmington, Arkansas, for the twelve (12) months beginning January 1, 2025, and ending December 31,2025, appropriating money for each item of expenditure therein provided for, and for other purposes.

On the motion of Council Member Bryant and a second by Council Member Carnahan and by the consent of all Council Members present after a roll call vote, the motion to approve Resolution No.2024-12 was approved 8-0.

### Request approval for destruction of records for the Police Department, 2008 through 2019.

On the motion of Council Member Carnahan and a second by Council Member Morgan and by the consent of all Council Members present after a roll call vote, the motion to approve the destruction of records, from 2008-2019 was approved 8-0.

Police Chief Hubbard praised Lieutenant Jimmy Brotherton for all his hard work. Lt. Brotherton applied for a grant and because of his initiative, the Police Department will receive a free police vehicle in 2025, with no budget impact.

### Permission for the Mayor to approve negotiated amounts for easement/right of way for the Creekside Trail Project.

On the motion of Council Member Carnahan and a second by Council Member Mathews and by the consent of all Council Members present after a roll call vote, the motion to approve Mayor Penn negotiating for the easement/right of way for the Creekside Trail Project, not to exceed, \$108,020 was approved after a roll call vote of 8-0.

There being no further business to come before the council, a motion to adjourn the meeting was made by Council Member Carnahan and seconded by Council Member Mathews, it was approved 8-0. The meeting adjourned at 6:46 until the next regularly scheduled meeting to be held Monday, January 13, 2025, in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

Mayor Ernie Penn \_\_\_\_\_

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

Financial



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

TO: Farmington City Council  
Kelly Penn, City Clerk

FROM: Mayor Ernie Penn

A handwritten signature in blue ink, appearing to read "Ernie Penn", is positioned to the right of the "FROM:" field.

RE: Summary of City Financial Report December 2024

- 2024 City Sales Tax – **Increased by 1.152% in December**, compared to December of 2023.
- 2024 State/County Sales Tax – **Increased by 1.0711% in December**, compared to December of 2023.
- 2024 City Sales Tax - **Year to date has increased by 9.11%** compared to 2023.
- 2024 State/County Sales Tax—**Year to date has increased by 3.14 %** compared to 2023.
- 2007 Sewer Bond (\$4,500,000), Loan Balance \$1,236,082, Bond Payoff Date 10/15/2029.
- 2017 Sales and Use Bonds (5,090,000), Loan Balance \$3,900,000, Bond payoff date 10/1/2037.
- **Deposits:** We have deposits on file totaling \$12,499,771 based on statement balances as of 12-31-24.





1/7/2025  
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**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>Revenue &amp; Expenditures</b>			
<b>GENERAL REVENUES</b>			
<b>Revenue</b>			
ACCIDENT REPORT REVENUES	1,693.90	1,500.00	112.93%
ACT 833	33,044.86	25,000.00	132.18%
ALCOHOL SALES TAX	8,899.77	5,000.00	178.00%
ANIMAL CONTROL REVENUES	3,420.30	2,000.00	171.02%
BUILDING INSPECTION FEES	268,976.61	252,898.36	106.36%
BUSINESS LICENSES	9,903.25	6,000.00	165.05%
CITY COURT FINES	162,711.93	120,000.00	135.59%
CITY SALES TAX REVENUES	3,384,733.01	3,000,000.00	112.82%
COUNTY TURNBACK	872,728.70	660,000.00	132.23%
DEVELOPMENT FEES	26,984.25	20,000.00	134.92%
Donations	12,500.00	0.00	0.00%
FRANCHISE FEES	551,230.04	500,000.00	110.25%
GARAGE SALE PERMITS	1,458.70	2,000.00	72.94%
GRANTS	73,677.18	0.00	0.00%
INTEREST REVENUES	312,205.39	200,000.00	156.10%
MISCELLANEOUS REVENUES	179,676.70	0.00	0.00%
Off Duty Police Reimbursement	15,989.79	6,000.00	266.50%
PARK RENTAL	9,257.53	5,000.00	185.15%
PAYMENT IN LIEU OF IMPROVEMENT	72,900.00	0.00	0.00%
SALES TAX - OTHER	2,033,325.19	1,900,000.00	107.02%
SPORTS COMPLEX FEES	59,579.31	35,000.00	170.23%
SRO REIMBURSEMENT REVENUES	103,365.06	100,000.00	103.37%
STATE TURNBACK	112,784.88	100,000.00	112.78%
<b>Revenue</b>	<b>\$8,311,046.35</b>	<b>\$6,940,398.36</b>	

1/7/2025  
2:55 PM

**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>ADMINISTRATIVE DEPT</b>			
<b>Expenses</b>			
ADDITIONAL SERVICES EXPENSE	178,779.51	190,000.00	94.09%
ADVERTISING EXPENSE	8,400.31	6,000.00	140.01%
BANK CHARGE	4,294.04	0.00	0.00%
Bank Charges	0.00	6,000.00	0.00%
BUILDING MAINT & CLEANING	61,335.74	45,000.00	136.30%
CAPITAL IMPROVEMENT	7,819,289.57	0.00	0.00%
ELECTION EXPENSES	0.00	5,000.00	0.00%
ENGINEERING FEES	134,012.71	170,000.00	78.83%
GRANT EXPENSE	9,610.00	0.00	0.00%
INSURANCES EXPENSE	63,307.60	90,000.00	70.34%
LEGAL FEES	3,000.00	10,000.00	30.00%
MATERIALS & SUPPLIES EXPENSE	34,441.26	30,000.00	114.80%
MISCELLANEOUS EXPENSE	1,492.45	2,000.00	74.62%
NEW EQUIPMENT PURCHASE	19,903.57	20,000.00	99.52%
PAYROLL EXP - CITY ATTRNY	80,212.75	70,000.00	114.59%
PAYROLL EXP - ELECTED OFFICIAL	143,266.01	132,000.00	108.53%
PAYROLL EXP - REGULAR	299,966.07	291,871.45	102.77%
PLANNING COMMISSION	18,384.82	22,000.00	83.57%
POSTAGE EXPENSE	3,022.09	2,000.00	151.10%
PROFESSIONAL SERVICES	41,691.81	25,000.00	166.77%
REPAIR & MAINT - EQUIPMENT	652.16	0.00	0.00%
REPAIR & MAINT - OFFICE EQUIP	7,136.50	6,000.00	118.94%
TECHNICAL SUPPORT	117,325.48	65,000.00	180.50%
TELECOMMUNICATION EXPENSES	70.23	10,000.00	0.70%
TRANS TO GENERAL FUND	1,000,000.00	0.00	0.00%
TRAVEL, TRAINING & MEETINGS	22,342.82	20,000.00	111.71%
UTILITIES EXPENSES	102,023.21	90,000.00	113.36%
<b>Expenses</b>	<b>\$10,173,960.71</b>	<b>\$1,307,871.45</b>	

1/7/2025  
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**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>ANIMAL CONTROL DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	2,408.94	2,200.00	109.50%
MATERIALS & SUPPLIES EXPENSE	1,244.51	1,100.00	113.14%
PAYROLL EXP - REGULAR	77,335.76	75,819.75	102.00%
PROFESSIONAL SERVICES	9,025.00	15,000.00	60.17%
REPAIR & MAINT - AUTOMOBILES	745.29	1,500.00	49.69%
REPAIR & MAINT - EQUIPMENT	0.00	500.00	0.00%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	112.56	500.00	22.51%
<b>Expenses</b>	<b>\$90,872.06</b>	<b>\$97,119.75</b>	

1/7/2025  
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**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>BUILDING PERMIT DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	5,060.15	6,000.00	84.34%
PAYROLL EXP - REGULAR	174,773.14	183,836.46	95.07%
REPAIR & MAINT - AUTOMOBILES	1,074.98	2,000.00	53.75%
TRAVEL, TRAINING & MEETINGS	5,368.83	5,000.00	107.38%
UNIFORMS/GEAR EXPENSE	420.03	1,000.00	42.00%
<b>Expenses</b>	<b>\$186,697.13</b>	<b>\$197,836.46</b>	

1/7/2025  
2:55 PM

**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>FIRE DEPT</b>			
<b>Expenses</b>			
ADVERTISING EXPENSE	0.00	2,000.00	0.00%
BUILDING MAINT & CLEANING	5,904.00	0.00	0.00%
CAPITAL IMPROVEMENT	135,175.09	0.00	0.00%
FUEL EXPENSES	16,176.27	18,000.00	89.87%
HAZMAT EXPENSES	2,881.92	3,400.00	84.76%
MATERIALS & SUPPLIES EXPENSE	19,473.99	31,119.00	62.58%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	93,603.91	127,000.00	73.70%
PAYROLL EXP - REGULAR	1,159,990.05	1,084,953.49	106.92%
PROFESSIONAL SERVICES	6,986.84	7,500.00	93.16%
REPAIR & MAINT - BUILDING	13,126.90	15,000.00	87.51%
REPAIR & MAINT - EQUIPMENT	10,478.11	12,150.00	86.24%
REPAIR & MAINT - TRUCK	24,221.15	20,000.00	121.11%
TRAVEL, TRAINING & MEETINGS	12,751.29	18,000.00	70.84%
UNIFORMS/GEAR EXPENSE	31,659.53	31,000.00	102.13%
<b>Expenses</b>	<b>\$1,532,429.05</b>	<b>\$1,370,622.49</b>	

1/7/2025  
2:55 PM

**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>LAW ENFORCE - COURT</b>			
<b>Expenses</b>			
MATERIALS & SUPPLIES EXPENSE	1,961.01	3,000.00	65.37%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	9,600.00	0.00%
PAYROLL EXP - REGULAR	88,363.96	100,053.41	88.32%
POSTAGE EXPENSE	17.12	1,800.00	0.95%
SPECIAL COURT COSTS	0.00	8,500.00	0.00%
TRAVEL, TRAINING & MEETINGS	460.50	5,000.00	9.21%
<b>Expenses</b>	<b>\$90,802.59</b>	<b>\$128,353.41</b>	

1/7/2025  
2:55 PM

**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>LAW ENFORCE - POLICE</b>			
<b>Expenses</b>			
ADVERTISING EXPENSE	0.00	100.00	0.00%
BREATHALYZER EXPENSES	646.59	700.00	92.37%
DRUG TASK FORCE	1,500.00	2,000.00	75.00%
FUEL EXPENSES	72,515.07	81,000.00	89.52%
MATERIALS & SUPPLIES EXPENSE	82,923.41	150,000.00	55.28%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	401,534.81	320,000.00	125.48%
Off Duty Police Pay	23,456.09	15,000.00	156.37%
PAYROLL EXP - REGULAR	1,824,878.15	1,853,967.49	98.43%
PAYROLL EXP - SRO	140,373.22	180,466.90	77.78%
PROFESSIONAL SERVICES	340.24	0.00	0.00%
REPAIR & MAINT - AUTOMOBILES	34,663.12	35,000.00	99.04%
REPAIR & MAINT - EQUIPMENT	1,826.84	3,000.00	60.89%
TRAVEL, TRAINING & MEETINGS	10,294.61	15,000.00	68.63%
UNIFORMS/GEAR EXPENSE	23,801.41	25,000.00	95.21%
<b>Expenses</b>	<b>\$2,618,753.56</b>	<b>\$2,681,734.39</b>	



1/7/2025  
2:55 PM

**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>LIBRARY</b>			
<b>Expenses</b>			
LIBRARY TRANSFER	65,000.00	65,000.00	100.00%
<b>Expenses</b>	<b>\$65,000.00</b>	<b>\$65,000.00</b>	

1/7/2025  
2:55 PM

**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>PARKS DEPT</b>			
<b>Expenses</b>			
CAPITAL IMPROVEMENT	533,849.47	700,000.00	76.26%
ENGINEERING FEES	75,843.54	30,000.00	252.81%
MATERIALS & SUPPLIES EXPENSE	7,983.16	10,000.00	79.83%
NEW EQUIPMENT PURCHASE	0.00	20,000.00	0.00%
PAYROLL EXP - REGULAR	278,657.69	214,460.41	129.93%
PROFESSIONAL SERVICES	53,160.00	3,000.00	1,772.00%
REPAIR & MAINT - AUTOMOBILES	373.21	0.00	0.00%
REPAIR & MAINT - BUILDING	267.08	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	4,156.08	6,000.00	69.27%
SPORTS PARK MATERIALS	18,013.38	25,000.00	72.05%
SPORTS PARK NEW EQUIP	16,672.35	10,000.00	166.72%
SPORTS PARK PROF SERV	51,181.86	45,000.00	113.74%
SPORTS PARK REPAIR/MAINT	5,434.54	3,000.00	181.15%
SPORTS PARK UTILITIES	24,607.59	15,000.00	164.05%
TRAVEL, TRAINING & MEETINGS	1,962.69	0.00	0.00%
UNIFORMS/GEAR EXPENSE	750.01	1,400.00	53.57%
UTILITIES EXPENSES	11,353.99	8,000.00	141.92%
<b>Expenses</b>	<b>\$1,084,266.64</b>	<b>\$1,090,860.41</b>	

1/7/2025  
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**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Dec 2024	Dec 2024	Percent of
	Actual		Budget
<b>LAW ENFORCE - COURT</b>			
<b>Expenses</b>			
MATERIALS & SUPPLIES EXPENSE	1,961.01	3,000.00	65.37%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	9,600.00	0.00%
PAYROLL EXP - REGULAR	88,363.96	100,053.41	88.32%
POSTAGE EXPENSE	17.12	1,800.00	0.95%
SPECIAL COURT COSTS	0.00	8,500.00	0.00%
TRAVEL, TRAINING & MEETINGS	460.50	5,000.00	9.21%
<b>Expenses</b>	<b>\$90,802.59</b>	<b>\$128,353.41</b>	

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

	Current Period Jan 2024 Dec 2024 Actual	Annual Budget Jan 2024 Dec 2024	Jan 2024 Dec 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
Donations	3,130.00	0.00	0.00%
FINES/LOST ITEMS	4,666.49	3,600.00	129.62%
INTEREST REVENUES	3,224.67	0.00	0.00%
MISCELLANEOUS REVENUES	892.98	0.00	0.00%
TRANS FROM GENERAL FUND	65,000.00	65,000.00	100.00%
TRANSFER INCOME	75,000.00	0.00	0.00%
WASHINGTON CO LIBRARY REVENUES	284,208.00	284,205.00	100.00%
<b>Revenue</b>	<b>\$436,122.14</b>	<b>\$352,805.00</b>	
<b>Expenses</b>			
ADVERTISING EXPENSE		2,000.00	0.00%
BOOKS AND MEDIA	44,473.57	40,500.00	109.81%
BUILDING MAINT & CLEANING	5,383.24	13,000.00	41.41%
MATERIALS & SUPPLIES EXPENSE	18,682.11	19,505.00	95.78%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE	12,521.62	3,000.00	417.39%
PAYROLL EXP - REGULAR	240,035.77	246,000.00	97.58%
POSTAGE EXPENSE	146.00	300.00	48.67%
PROGRAMS EXPENSE	3,350.00	6,000.00	55.83%
REPAIR & MAINT - BUILDING	5,153.60	0.00	0.00%
TECHNICAL SUPPORT	13,265.52	15,000.00	88.44%
TRANS TO MONEY MARKET	75,000.00	0.00	0.00%
TRAVEL, TRAINING & MEETINGS	1,024.76	2,000.00	51.24%
UTILITIES EXPENSES	4,775.34	5,000.00	95.51%
<b>Expenses</b>	<b>\$423,811.53</b>	<b>\$352,805.00</b>	

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

	Year-To-Date Jan 2024 Dec 2024 Actual	Annual Budget Jan 2024 Dec 2024	Jan 2024 Dec 2024 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
GRANTS	211,848.00	0.00	0.00%
INTEREST REVENUES	9,781.93	5,000.00	195.64%
MISCELLANEOUS REVENUES	13,319.34	100.00	13,319.34%
STREET COUNTY TURNBACK	94,898.48	75,000.00	126.53%
STREET STATE TURNBACK	623,637.96	550,000.00	113.39%
TRANSFER INCOME	731,980.24	731,980.24	100.00%
<b>Revenue</b>	<b>\$1,685,465.95</b>	<b>\$1,362,080.24</b>	
<b>Expenses</b>			
ADVERTISING EXPENSE	0.00	1,000.00	0.00%
ENGINEERING FEES	271,664.78	30,000.00	905.55%
FUEL EXPENSES	12,281.94	12,500.00	98.26%
MATERIALS & SUPPLIES EXPENSE	33,369.04	20,000.00	166.85%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	134,291.76	150,000.00	89.53%
PAYROLL EXP - REGULAR	267,560.74	260,980.24	102.52%
PROFESSIONAL SERVICES	22,757.06	2,000.00	1,137.85%
REPAIR & MAINT - BUILDING	1,243.46	2,000.00	62.17%
REPAIR & MAINT - EQUIPMENT	6,274.44	10,000.00	62.74%
STREET LIGHTS	80,698.26	150,400.00	53.66%
STREET/ROAD REPAIRS	784,051.99	700,000.00	112.01%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	1,097.48	2,200.00	49.89%
UTILITIES EXPENSES	16,560.21	20,000.00	82.80%
<b>Expenses</b>	<b>\$1,631,851.16</b>	<b>\$1,362,080.24</b>	

# Agenda Item 10

**NO ITEMS**

# Agenda Item 11

## RESOLUTION NO. 2025-01

### A RESOLUTION ESTABLISHING THE PROCEDURAL RULES FOR THE CITY COUNCIL OF THE CITY OF FARMINGTON, ARKANSAS FOR 2025

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

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

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

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

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

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

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

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

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

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

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



**Section 5:** Agendas

(A) Meetings

- (1) The City Clerk or designee shall prepare the agenda for council meetings. Items shall be placed upon the agenda as may be requested by the Mayor, the City Attorney, any Council member or any Department Head.
- (2) The department head and committee heads or their representative should be present at all monthly council meetings, give a brief written report summarizing their departmental/committee activities and make themselves available for questions from the public and council members. The committee and department reports shall be provided to the City Clerk or designee and be part of the official agenda.
- (4) At the Comments from Citizens section of the meeting the Mayor will announce: "Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement." Any individual wishing to address the Council about a subject that is not on the agenda shall be permitted to speak during that period allotted for Citizen Communications at meetings. Each individual will be limited to three minutes. (Total 15 minutes per subject.)
- (5) The Mayor, the City Attorney, any council member or any Department Head requesting that a matter be placed on the agenda will provide the City Clerk's office with the title of the matter and with a short memo (memo format can be obtained from the City Clerk or City Business Manager) describing the topic and any supporting material no later than noon on the Monday one week prior to the date of the Meetings.
- (6) Any matter presented to the City Clerk's office later than that time shall be not be placed on the agenda until the next scheduled meeting, unless it is deemed an emergency or essential to city business functions.
- (7) In the event of a holiday falling on a Monday, the above schedule will be shifted to the Tuesday following the holiday.
- (8) During Council meetings, the Council will consider only those matters placed on the agenda.
- (9) During Council meetings, Council Members cell phones are not allowed to be used, all phones must be silenced, phone calls or texting during the meetings are prohibited.

(B) Special Meetings

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

**PASSED AND APPROVED** on this 13h day of January, 2025.

**APPROVED:**

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

**ATTEST:**

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

# Agenda Item 12

RESOLUTION NO. 2025-02

A RESOLUTION PROVIDING FOR THE ADOPTION OF THE AMENDED BUDGET FOR THE CITY OF FARMINGTON, ARKANSAS FOR THE 12 MONTHS BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024; APPROPRIATING MONEY FOR EACH ITEM, AND FOR OTHER PURPOSES.

Whereas, it is necessary to amend the budget to reflect actual revenues and expenditures at year end;

Now therefore, be it resolved by the City Council of the City of Farmington, Arkansas:

Section 1: This resolution shall be known as the budget amendment resolution for the City of Farmington for the twelve (12) month period beginning January 1, 2024, and ending December 31, 2024. The attached budget amendment is incorporated herein as if set out word for word and figure for figure to reflect actual revenues and expenditures as set forth on the succeeding pages described in Exhibit "A", which is attached hereto and incorporated by reference.

Section 2: If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this resolution are declared to be severable.

Passed and approved this 13th day of January 2025.

APPROVED:

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

ATTEST:

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

**EXHIBIT**

**A**

**CITY OF FARMINGTON  
2024 AMENDED BUDGET**

<b>GENERAL BUDGET</b>				
	<b>INCOME ACTUAL</b>	<b>2024 BUDGET</b>	<b>OVER/UNDER 2024 BUDGET</b>	<b>2024 AMENDED BUDGET</b>
<b>INCOME</b>				
ACCIDENT REPORT	\$1,693.90	\$1,500.00	\$193.90	\$1,693.90
ACT 833	\$33,044.60	\$25,000.00	\$8,044.60	\$33,044.60
ALCOHOL TAX	\$8,899.77	\$5,000.00	\$3,899.77	\$8,899.77
ANIMAL CONTROL	\$3,420.30	\$2,000.00	\$1,420.30	\$3,420.30
BUILDING INSPECTION	\$268,417.31	\$252,898.36	\$15,518.95	\$268,417.31
BUSINESS LICENSE	\$9,903.25	\$6,000.00	\$3,903.25	\$9,903.25
COURT FINES	\$162,711.93	\$120,000.00	\$42,711.93	\$162,711.93
CITY SALES TAX	\$3,384,733.01	\$3,000,000.00	\$384,733.01	\$3,384,733.01
COUNTY TURNBACK	\$872,728.70	\$660,000.00	\$212,728.70	\$872,728.70
DEVELOPMENT FEES	\$26,984.25	\$20,000.00	\$6,984.25	\$26,984.25
DONATIONS	\$12,500.00	\$0.00	\$12,500.00	\$12,500.00
FRANCHISE FEES	\$551,230.04	\$500,000.00	\$51,230.04	\$551,230.04
GARAGE SALE PERMITS	\$1,458.70	\$2,000.00	-\$541.30	\$1,458.70
GRANTS	\$73,677.18	\$0.00	\$73,677.18	\$73,677.18
HWY 170 REIMBURSEMENTS	\$7,615,152.00	\$0.00	\$7,615,152.00	\$7,615,152.00
INTEREST	\$312,205.39	\$200,000.00	\$112,205.39	\$312,205.39
MISC INCOME	\$179,236.91	\$0.00	\$179,236.91	\$179,236.91
OFF DUTY POLICE REIM	\$15,989.79	\$6,000.00	\$9,989.79	\$15,989.79
PARK RENTAL	\$9,257.53	\$5,000.00	\$4,257.53	\$9,257.53
PAYMENT IN LIEU	\$72,900.00	\$0.00	\$72,900.00	\$72,900.00
STATE SALES TAX	\$2,033,325.19	\$1,900,000.00	\$133,325.19	\$2,033,325.19
SPORTS COMPLEX FEES	\$59,579.31	\$35,000.00	\$24,579.31	\$59,579.31
SRO REIM	\$103,365.06	\$100,000.00	\$3,365.06	\$103,365.06
STATE TURNBACK	\$112,784.88	\$100,000.00	\$12,784.88	\$112,784.88
TRANSFER BETWEEN FUNDS	\$1,000,000.00	\$0.00	\$1,000,000.00	\$1,000,000.00
<b>TOTAL</b>	<b>\$16,925,199.00</b>	<b>\$6,940,398.36</b>	<b>\$9,984,800.64</b>	<b>\$16,925,199.00</b>

**CITY OF FARMINGTON  
2024 AMENDED BUDGET**

<b>ANIMAL CONTROL</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
			<b>2024 BUDGET</b>	<b>BUDGET</b>
FUEL	\$2,408.94	\$2,200.00	-\$208.94	\$2,408.94
MATERIALS/SUPPLIES	\$1,244.51	\$1,100.00	-\$144.51	\$1,244.51
PAYROLL	\$77,335.76	\$75,819.75	-\$1,516.01	\$77,335.76
PROFESSIONAL SERVICES	\$9,025.29	\$15,000.00	\$5,974.71	\$9,025.29
REPAIR/MAINT - AUTO	\$745.29	\$1,500.00	\$754.71	\$745.29
REPAIR/MAINT - EQUIPMENT	\$0.00	\$500.00	\$500.00	\$0.00
TRAVEL	\$0.00	\$500.00	\$500.00	\$0.00
UNIFORMS	\$112.56	\$500.00	\$387.44	\$112.56
<b>TOTALS</b>	<b>\$90,872.35</b>	<b>\$97,119.75</b>	<b>\$6,247.40</b>	<b>\$90,872.35</b>

<b>BUILDING INSPECTION</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
			<b>2024 BUDGET</b>	<b>BUDGET</b>
FUEL	\$5,060.15	\$6,000.00	\$939.85	\$5,060.15
PAYROLL	\$174,773.14	\$183,836.46	\$9,063.32	\$174,773.14
REPAIR/MAINT - AUTO	\$1,074.98	\$2,000.00	\$925.02	\$1,074.98
TRAVEL	\$5,368.83	\$5,000.00	-\$368.83	\$5,368.83
UNIFORMS	\$420.03	\$1,000.00	\$579.97	\$420.03
<b>TOTALS</b>	<b>\$186,697.13</b>	<b>\$197,836.46</b>	<b>\$11,139.33</b>	<b>\$186,697.13</b>

<b>FIRE DEPARTMENT</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
			<b>2024 BUDGET</b>	<b>BUDGET</b>
ADVERTISING	\$0.00	\$2,000.00	\$2,000.00	\$0.00
BUILDING MAINT & CLEANING	\$5,904.00	\$0.00	-\$5,904.00	\$5,904.00
CAPITAL IMPROVEMENT	\$135,175.09	\$0.00	-\$135,175.09	\$135,175.09
FUEL	\$16,176.27	\$18,000.00	\$1,823.73	\$16,176.27
HAZMAT EXP	\$2,881.92	\$3,400.00	\$518.08	\$2,881.92
MATERIALS/SUPPLIES	\$19,473.99	\$31,119.00	\$11,645.01	\$19,473.99
MISC	\$0.00	\$500.00	\$500.00	\$0.00
NEW EQUIPMENT	\$93,603.91	\$127,000.00	\$33,396.09	\$93,603.91

**CITY OF FARMINGTON  
2024 AMENDED BUDGET**

<b>FIRE DEPARTMENT (CONT)</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>ACTUAL</b>
PAYROLL	\$1,159,990.05	\$1,084,953.49	-\$75,036.56	\$1,159,990.05
PROFESSIONAL SERVICES	\$6,986.84	\$7,500.00	\$513.16	\$6,986.84
REPAIR/MAINT BUILDING	\$13,126.90	\$15,000.00	\$1,873.10	\$13,126.90
REPAIR/MAINT EQUIP	\$10,478.11	\$12,150.00	\$1,671.89	\$10,478.11
REPAIR/MAINT TRUCK	\$24,221.15	\$20,000.00	-\$4,221.15	\$24,221.15
TRAVEL	\$12,751.29	\$18,000.00	\$5,248.71	\$12,751.29
UNIFORMS	\$31,659.53	\$31,000.00	-\$659.53	\$31,659.53
<b>TOTAL</b>	<b>\$1,532,429.05</b>	<b>\$1,370,622.49</b>	<b>(\$161,806.56)</b>	<b>\$1,532,429.05</b>

	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
<b>ADMINISTRATIVE</b>				
ADDITIONAL SERVICES	\$178,779.51	\$190,000.00	\$11,220.49	\$178,779.51
ADVERTISING	\$8,400.31	\$6,000.00	-\$2,400.31	\$8,400.31
BANK CHARGE	\$4,294.04	\$6,000.00	\$1,705.96	\$4,294.04
BUILDING MAINT & CLEANING	\$61,335.74	\$45,000.00	-\$16,335.74	\$61,335.74
CAPITAL IMPROVEMENT (Hwy 170)	\$7,819,289.57	\$0.00	-\$7,819,289.57	\$7,819,289.57
ELECTION EXPENSE	\$0.00	\$5,000.00	\$5,000.00	\$0.00
ENGINEERING FEES	\$134,012.71	\$170,000.00	\$35,987.29	\$134,012.71
GRANT EXPENSE	\$9,610.00	\$0.00	-\$9,610.00	\$9,610.00
INSURANCE	\$63,307.60	\$90,000.00	\$26,692.40	\$63,307.60
LEGAL EXPENSE	\$3,000.00	\$10,000.00	\$7,000.00	\$3,000.00
MATERIALS/SUPPLIES	\$34,441.26	\$30,000.00	-\$4,441.26	\$34,441.26
MISC	\$1,492.45	\$2,000.00	\$507.55	\$1,492.45
NEW EQUIP	\$19,903.57	\$20,000.00	\$96.43	\$19,903.57
PAYROLL CITY ATTORNEY	\$80,212.75	\$70,000.00	-\$10,212.75	\$80,212.75
PAYROLL ELECTED	\$143,266.01	\$132,000.00	-\$11,266.01	\$143,266.01
PAYROLL REGULAR	\$299,966.07	\$291,871.45	-\$8,094.62	\$299,966.07
PLANNING COMMISSION	\$18,384.82	\$22,000.00	\$3,615.18	\$18,384.82
POSTAGE	\$3,022.09	\$2,000.00	-\$1,022.09	\$3,022.09
PROFESSIONAL SERVICES	\$41,691.81	\$25,000.00	-\$16,691.81	\$41,691.81
REPAIR/MAINT EQUIP	\$652.16	\$0.00	-\$652.16	\$652.16



**CITY OF FARMINGTON  
2024 AMENDED BUDGET**

<b>ADMINISTRATIVE (CONT)</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>ACTUAL</b>
REPAIR/MAINT OFFICE EQUIP	\$7,136.50	\$6,000.00	-\$1,136.50	\$7,136.50
TECHNICAL SUPPORT	\$117,325.48	\$65,000.00	-\$52,325.48	\$117,325.48
TELECOMMUNICATION EXPENSE	\$70.23	\$10,000.00	\$9,929.77	\$70.23
TRANSFER TO MONEY MARKET	\$1,000,000.00	\$0.00	-\$1,000,000.00	\$1,000,000.00
TRANSFER TO STREET	\$731,980.24	\$0.00	-\$731,980.24	\$731,980.24
TRAVEL/TRAINING	\$22,342.82	\$20,000.00	-\$2,342.82	\$22,342.82
UTILITIES	\$102,023.21	\$90,000.00	-\$12,023.21	\$102,023.21
<b>TOTAL</b>	<b>\$10,905,940.95</b>	<b>\$1,307,871.45</b>	<b>(\$9,598,069.50)</b>	<b>\$10,905,940.95</b>

<b>COURT</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
MATERIALS/SUPPLIES	\$1,961.01	\$3,000.00	\$1,038.99	\$1,961.01
MISC	\$0.00	\$400.00	\$400.00	\$0.00
NEW EQUIPMENT	\$0.00	\$9,600.00	\$9,600.00	\$0.00
PAYROLL	\$88,363.96	\$100,053.41	\$11,689.45	\$88,363.96
POSTAGE	\$17.12	\$1,800.00	\$1,782.88	\$17.12
SPECIAL COURT COSTS	\$0.00	\$8,500.00	\$8,500.00	\$0.00
TRAVEL	\$460.50	\$5,000.00	\$4,539.50	\$460.50
<b>TOTAL</b>	<b>\$90,802.59</b>	<b>\$128,353.41</b>	<b>\$37,550.82</b>	<b>\$90,802.59</b>

<b>POLICE</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
ADVERTISING	\$0.00	\$100.00	\$100.00	\$0.00
BREATHAYLZER	\$646.59	\$700.00	\$53.41	\$646.59
DRUG TASK FORCE	\$1,500.00	\$2,000.00	\$500.00	\$1,500.00
FUEL	\$72,515.07	\$81,000.00	\$8,484.93	\$72,515.07
MATERIALS/SUPPLIES	\$82,923.41	\$150,000.00	\$67,076.59	\$82,923.41
MISC	\$0.00	\$500.00	\$500.00	\$0.00
NEW EQUIPMENT	\$401,534.81	\$320,000.00	-\$81,534.81	\$401,534.81

**CITY OF FARMINGTON  
2024 AMENDED BUDGET**

<b>POLICE CONT</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
OFF DUTY POLICE PAY	\$23,456.09	\$15,000.00	-\$8,456.09	\$23,456.09
PAYROLL REGULAR	\$1,824,878.15	\$1,853,967.49	\$29,089.34	\$1,824,878.15
PAYROLL SRO	\$140,373.22	\$180,466.90	\$40,093.68	\$140,373.22
PROFESSIONAL SERVICES	\$340.24	\$0.00	-\$340.24	\$340.24
REPAIR/MAINT AUTO	\$34,663.12	\$35,000.00	\$336.88	\$34,663.12
REPAIR/MAINT EQUIP	\$1,826.84	\$3,000.00	\$1,173.16	\$1,826.84
TRAVEL	\$10,294.61	\$15,000.00	\$4,705.39	\$10,294.61
UNIFORMS	\$23,801.41	\$25,000.00	\$1,198.59	\$23,801.41
			\$0.00	
<b>TOTAL</b>	<b>\$2,618,753.56</b>	<b>\$2,681,734.39</b>	<b>\$62,980.83</b>	<b>\$2,618,753.56</b>

	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
<b>LIBRARY</b>			<b>2024 BUDGET</b>	<b>BUDGET</b>
ANNUAL TRANSFER TO LIBRARY	\$65,000.00	\$65,000.00	\$0.00	\$65,000.00
<b>TOTAL</b>	<b>\$65,000.00</b>	<b>\$65,000.00</b>	<b>\$0.00</b>	<b>\$65,000.00</b>

<b>PARKS</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
			<b>2024 BUDGET</b>	<b>BUDGET</b>
CAPITAL IMPROVEMENT	\$533,849.47	\$700,000.00	\$166,150.53	\$533,849.47
ENGINEERING FEES	\$75,843.54	\$30,000.00	-\$45,843.54	\$75,843.54
MATERIAL/SUPPLIES	\$7,983.16	\$10,000.00	\$2,016.84	\$7,983.16
NEW EQUIPMENT	\$0.00	\$20,000.00	\$20,000.00	\$0.00
PAYROLL	\$278,657.69	\$214,460.41	-\$64,197.28	\$278,657.69
PROFESSIONAL SERVICES	\$53,160.00	\$3,000.00	-\$50,160.00	\$53,160.00
REPAIR/MAINT AUTO	\$373.21	\$0.00	-\$373.21	\$373.21
REPAIR/MAINT BUILDING	\$267.08	\$0.00	-\$267.08	\$267.08
REPAIR/MAINT EQUIPMENT	\$4,156.08	\$6,000.00	\$1,843.92	\$4,156.08
SPORTS PARK MATERIAL/SUPPLIES	\$18,013.38	\$25,000.00	\$6,986.62	\$18,013.38
SPORTS PARK NEW EQUIPMENT	\$16,672.35	\$10,000.00	-\$6,672.35	\$16,672.35
SPORTS PARK PROFESSIONAL SERV	\$51,181.86	\$45,000.00	-\$6,181.86	\$51,181.86
SPORTS PARK REPAIR/MAINT	\$5,434.54	\$3,000.00	-\$2,434.54	\$5,434.54

**CITY OF FARMINGTON  
2024 AMENDED BUDGET**

<b>PARKS CONT</b>	<b>ACTUAL</b>	<b>2024 BUDGET</b>	<b>AMOUNT LEFT</b>	<b>AMENDED 2024</b>
			<b>2024 BUDGET</b>	<b>BUDGET</b>
TRAVEL, TRAINING & MEETINGS	\$1,962.69	\$0.00	-\$1,962.69	\$1,962.69
UNIFORMS	\$750.01	\$1,400.00	\$649.99	\$750.01
UTILITIES	\$11,353.99	\$8,000.00	-\$3,353.99	\$11,353.99
<b>TOTAL</b>	<b>\$1,059,659.05</b>	<b>\$1,075,860.41</b>	<b>\$16,201.36</b>	<b>\$1,084,266.64</b>

<b>GRAND TOTAL EXPENSE</b>	\$16,550,154.68	\$6,924,398.36	\$9,625,756.32	\$16,550,154.68
<b>GRAND TOTAL INCOME</b>	\$16,925,199.00			
<b>TOTAL INCOME VS. EXPENSE (ACTUAL)</b>	\$375,044.32	HELD IN GENERAL FUND CHECKING		

<b>STREET DEPT</b>	<b>INCOME</b>	<b>BUGET 2024</b>	<b>AMOUNT OVER</b>	<b>AMENDED</b>
	<b>ACTUAL</b>		<b>2024 BUDGET</b>	<b>2024 BUDGET</b>
<b>INCOME</b>				
GRANTS (HWY 170)	\$211,848.00	0	\$211,848.00	\$211,848.00
INTEREST	\$9,781.93	\$5,000.00	\$4,781.93	\$9,781.93
MISC INCOME	\$13,319.34	\$100.00	\$13,219.34	\$13,319.34
COUNTY TURNBACK	\$94,898.48	\$75,000.00	\$19,898.48	\$94,898.48
STATE TURNBACK	\$623,637.96	\$550,000.00	\$73,637.96	\$623,637.96
TRANSFER FROM GENERAL FUND	\$731,980.24	\$731,980.24	\$0.00	\$731,980.24
			\$0.00	
<b>TOTAL</b>	<b>\$1,685,465.95</b>	<b>\$1,362,080.24</b>	<b>\$323,385.71</b>	<b>\$1,685,465.95</b>
<b>EXPENSE</b>				
ADVERTISING	\$0.00	\$1,000.00	1,000.00	\$0.00
ENGINEERING FEES	\$271,664.78	\$30,000.00	-241,664.78	\$271,664.78
FUEL	\$12,281.94	\$12,500.00	218.06	\$12,281.94
MATERIALS & SUPP	\$33,369.04	\$20,000.00	-13,369.04	\$33,369.04
MISC EXPENSE	\$0.00	\$500.00	500.00	\$0.00
NEW EQUIPMENT	\$134,291.76	\$150,000.00	15,708.24	\$134,291.76
PAYROLL & BENEFITS	\$267,560.74	\$260,980.24	-6,580.50	\$267,560.74
PROFESSIONAL SERVICES	\$22,757.06	\$2,000.00	-20,757.06	\$22,757.06
REPAIR BUILDING	\$1,243.46	\$2,000.00	756.54	\$1,243.46
REPAIR EQUIP	\$6,274.44	\$10,000.00	3,725.56	\$6,274.44
STREET LIGHTS	\$80,698.26	\$150,400.00	69,701.74	\$80,698.26
STREET ROAD REPAIR	\$784,051.99	\$700,000.00	-84,051.99	\$784,051.99
TRAVEL/TRAINING	\$0.00	\$500.00	500.00	\$0.00
UNIFORMS	\$1,097.48	\$2,200.00	1,102.52	\$1,097.48
UTILITIES	\$16,560.21	\$20,000.00	3,439.79	\$16,560.21
<b>TOTAL</b>	<b>\$1,631,851.16</b>	<b>\$1,362,080.24</b>	<b>(\$269,770.92)</b>	<b>\$1,631,851.16</b>
<b>TOTAL INCOME - EXPENSE</b>	<b>53,614.79</b>	<b>HELD IN STREET CHECKING</b>		

## LIBRARY

ITEM	INCOME	BUGET 2024	AMOUNT LEFT	AMEND
	ACTUAL		2024 BUDGET	2024 BUDGET
<b>INCOME</b>				
DONATIONS	\$3,130.00	0	\$3,130.00	\$3,130.00
FINES	\$4,666.49	\$3,600.00	\$1,066.49	\$4,666.49
GRANTS	\$0.00	\$0.00	\$0.00	\$0.00
INTEREST	\$3,224.67	\$0.00	\$3,224.67	\$3,224.67
MISCELLANOUS	\$892.98	\$0.00	\$892.98	\$892.98
GENERAL FUND	\$65,000.00	\$65,000.00	\$0.00	\$65,000.00
TRANSFER INCOME	\$75,000.00		\$75,000.00	
WASH CO. LIBRARY	\$284,208.00	\$284,205.00	\$3.00	\$284,208.00
			\$0.00	
<b>TOTAL INCOME</b>	<b>\$436,122.14</b>	<b>\$352,805.00</b>	<b>\$83,317.14</b>	<b>\$361,122.14</b>
ADVERTISING	\$0.00	\$2,000.00	2,000.00	\$0.00
BANK CHARGE	\$0.00	\$0.00	0.00	\$0.00
BOOKS & MEDIA	\$44,473.57	\$40,500.00	-3,973.57	\$44,473.57
BUILDING MAINT & CLEANING	\$5,383.24	\$13,000.00	7,616.76	\$5,383.24
GRANT EXPENSE	\$0.00	\$0.00	0.00	\$0.00
MATERIALS AND SUPP	\$18,682.11	\$19,505.00	822.89	\$18,682.11
MISCELLANEOUS	\$0.00	\$500.00	500.00	\$0.00
NEW EQUIPMENT	\$12,521.62	\$3,000.00	-9,521.62	\$12,521.62
PAYROLL & BENEFITS	\$240,035.77	\$246,000.00	5,964.23	\$240,035.77
POSTAGE	\$146.00	\$300.00	154.00	\$146.00
PROGRAMS	\$3,350.00	\$6,000.00	2,650.00	\$3,350.00
REPAIR-MAINT BUILD	\$5,153.60	\$0.00	-5,153.60	\$5,153.60
TECHNICAL SUPPORT	\$13,265.52	\$15,000.00	1,734.48	\$13,265.52
TRANSFER TO MONEY MARKET	\$75,000.00	\$0.00	-75,000.00	\$75,000.00
TRAVEL, TRAINING, MEETINGS	\$1,024.76	\$2,000.00	975.24	\$1,024.76
UTILITES	\$4,775.34	\$5,000.00	224.66	\$4,775.34
<b>TOTAL EXPENSE</b>	<b>\$423,811.53</b>	<b>\$352,805.00</b>	<b>(71,006.53)</b>	<b>\$423,811.53</b>
<b>TOTAL INCOME-EXPENSE</b>	<b>\$12,310.61</b>		<b>HELD IN LIBRARY CHECKING</b>	

<b>COURT AUTOMATION</b>				
<b>ITEM</b>	<b>INCOME</b>	<b>BUGET 2024</b>	<b>AMOUNT LEFT</b>	<b>AMEND</b>
	<b>ACTUAL</b>		<b>2024 BUDGET</b>	<b>2024 BUDGET</b>
<b>INCOME</b>				
INTEREST	\$520.91	\$500.00	\$20.91	\$520.91
COURT AUTOMATION FEES	\$9,687.50	\$0.00	\$9,687.50	\$9,687.50
			\$0.00	
<b>TOTAL INCOME</b>	<b>\$10,208.41</b>	<b>\$500.00</b>	<b>\$9,708.41</b>	<b>\$10,208.41</b>
<b>EXPENSE</b>				
NEW EQUIPMENT	\$0.00	\$3,000.00	\$3,000.00	\$0.00
REPAIR & SUPPORT	\$0.00	\$0.00	\$0.00	\$0.00
MSI - VIRTUAL JUSTICE	\$9,108.00	\$10,000.00	\$892.00	\$9,108.00
IDEMIA - FINGER PRINT	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
MCCI - LASERFISCHE	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENSE</b>	<b>\$12,108.00</b>	<b>\$16,000.00</b>	<b>\$3,892.00</b>	<b>\$12,108.00</b>
<b>TOTAL INCOME-EXPENSE</b>	<b>-\$1,899.59</b>	<b>BALANCED WITH FUNDS ON ACCOUNT</b>		

<b>TOTAL INCOME-EXPENSE</b>	<b>\$12,310.61</b>	<b>HELD IN LIBRARY CHECKING</b>
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# Agenda Item 13



**RESOLUTION NO. 2025-03**

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

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

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

**WHEREAS**, if awarded this grant, the police department will purchase 25 IFAK (Individual First Aide Kit) kits w/Combat Gauze for our officers. These kits will provide officers with the necessary tools to provide Stop the Bleed on themselves, a fellow officer, or citizens; and

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

That the City Council and Mayor hereby support the application of grant funding from the Blue & You Grant Program for the Farmington Police Department and if the grant is awarded, will purchase 25 IFAK (Individual First Aide Kit) kits w/Combat Gauze for our officers.

**PASSED AND APPROVED** on this 13th day of January 2025.

APPROVED:

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ERNIE PENN, MAYOR

ATTEST:

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KELLY PENN  
CITY CLERK



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

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

From: JIMMY BROTHERTON  
Re: Blue & You Foundation Mini Grant  
Date: January 13, 2025

### **Recommendation**

If awarded the Blue & You Mini Grant, the police department intends on purchasing 25 IFAK (Individual First Aid Kit) Kits w/Combat Gauze for our officers.

### **Background**

The Blue & You Foundation is awarding up to \$5,000.00 for this Mini Grant. If the requested amount of \$4,8880.08 is granted, the police department will order these kits immediately.

### **Discussion**

If awarded this grant, the police department will purchase the IFAK Kit's through North American Rescue. By purchasing 25 Kits, all of our patrol officers, school resource officers, detectives, and administrators will be issued their own kit. These kits include a tourniquet, wound dressing, gauze, chest seals, and QuikClot combat gauze. These kits will provide officers with the necessary tools to provide Stop the Bleed on themselves, a fellow officer, or citizens.

### **Budget Impact**

\$0



## Grant Application

**Cycle:** 2025 Mini Grants

### **Application ID**

2025-4954 Farmington Police Department

### **Application Type**

Mini Grant

## Contact Information

### **Organization Information**

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

### **Primary Contact**

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

### **Need**

What is a health and/or education related issue(s) negatively impacting your community? Identify the Social Determinants of Health you are proposing to address what you expect to change within these needs. Please provide specific data and cite sources to support your reasoning.



## Grant Application

### Innovation

Describe how your proposal is a new research project or approach to more effectively addressing/solving the above need(s). Your research/approach should be a proof of concept and should not replicate an existing study or approach.

### Project Overview

#### Project Name

Emergency IFAK Kits for Law Enforcement Officers

#### Proposal Summary

This summary will be used to describe your organization's project to our Board, the media, and in news releases. Please describe what you will be doing as if the reader has no knowledge of your organization or this project.

With the award of this grant, the Farmington Police Department will be able to supply all of our patrol officers, school resource officers, detectives, and administration with IFAK kits for individual emergency first aid. These kits are crucial to our officers safety which include a tourniquet, QuikClot combat gauze, wound dressing, gauze, and chest seals. These kits can be used on officers or civilians and potentially be life saving until the person is able to be transported to a hospital for more in depth medical care.

#### Efforts

If successful, how do you envision scaling/expanding these efforts to create a larger impact? How, where, why and to whom would you like to expand these efforts?

#### Amount Requested

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

\$4,888.08



## Grant Application

### Project Start Date

Must be after January 01, 2025

01/02/2025

### Project End Date

Must be before July 31, 2026

03/31/2025

### My organization is a

Government Entity

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

New

## Executive Summary

## Grant Application

### **What is the mission of your organization?**

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

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

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

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

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

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

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

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

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

Emergency Medical Equipment



## Grant Application

### Emergency Medical Equipment

Stop the Bleed Kits

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

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

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

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

#### **How many people will you directly impact with this funding?**

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

## Details

### Primary Target Demographics

#### Age Demographic

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

All Ages



## Grant Application

### Race/Ethnicity Demographic

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

All

### Gender/Sex Demographic

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

General Population

### Select your target demographic area or areas.

Please choose Statewide if your project will impact every county.

- Statewide
- Specific County/Counties

### Select your target demographic area or areas.

Washington

## Budget Information

### Identify how you will spend the money.

With the award of this grant, the Farmington Police Department will order 25 IFAK Kits from North American Rescue via their website. The total for these kits along with shipping and handling is \$4,888.08.





## Grant Application

### Budget Narrative

Please explain the above requested expenses.

With the award of this grant, the Farmington Police Department will order 25 IFAK Kits from North American Rescue via their website. The total for these kits along with shipping and handling is \$4,888.08.

### Attestation

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

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

Agree

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

Agree

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

Agree

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

Yes



## Grant Application

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

Lt. James Brotherton



## DESCRIPTION

The RIG Series Eagle IFAK is a new low profile individual first aid kit designed with a protective hood and quick latch release to keep your life-saving equipment protected and rapidly accessible for deployment. Highlighted design advancements include easy-one hand quick release hood latch and zippers, detachable inner shock cord panel that detaches from the IFAK bag and attachment system that allows both vertical (MOLLE backing) and horizontal (3 in. belt loop) carriage orientations. Kits come in 3 configurations: Basic, with Combat Gauze, and Advanced.

[Click For Bag Only Option](#) | [Click For NAR Quick Detach Panels](#)

## SPECS

## EDUCATION

## RELATED

# Agenda Item 14

**RESOLUTION NO. 2025-04**

**A RESOLUTION WAIVING REQUIREMENTS OF COMPETITIVE BIDDING FOR THE PURCHASE OF ONE CHEVROLET SILVERADO FOR THE FARMINGTON STREET DEPARTMENT PURSUANT TO A.C.A. §14-58-303(b)(2)(B)**

**WHEREAS**, the Farmington Street Department is in the process of acquiring one new vehicle for the Farmington Street department; and

**WHEREAS**, there is no state bid including Chevrolet vehicles, and no other vehicle provided in the state bid serve our purpose; and

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

**SECTION 1:** That due to the exceptional situation as described hereinabove, competitive bidding for the purchase the one new vehicle is deemed to be neither feasible nor practicable.

**SECTION 2:** That in accordance with A.C.A. §14-58-303(b)(2)(B), which state, “the governing body, by resolution, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible nor practical,” the City of Farmington, Arkansas, through its city council, is hereby authorized to purchase one (1) Chevrolet Silverado for \$47603.94, with the total authorized expenditure not to exceed \$47603.94.

**PASSED AND APPROVED** this 13th day of January 2025.

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Ernie Penn, Mayor

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Kelly Penn, City Clerk



1. As used in this Order the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. If a charge for Creditor Life Insurance is included in this Order the provisions on Creditor Life Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Creditor Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total Time Balance and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

**9. MANUFACTURER'S WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**

**10. USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENT CONTAINED HEREIN DOES NOT APPLY WHERE PROHIBITED BY LAW.**

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

1154805



SOLD TO: **CITY OF FARMINGTON**  
 ADDRESS **354 W MAIN ST**  
**FARMINGTON AR 72730**

No.  
 DATE **01/07/2025**  
 PHONE

	MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CAR SOLD	CHEVROLET	PU	SUMMIT WHITE	SILVERADO	2024	V313366	1GCPDAEK0RZ313366
TRADE-IN							
TRADE-IN							
TRADE-IN							

<p>CUST # <b>507187</b></p>	PRICE OF CAR OR TRUCK	<b>47603.94</b>
	ACC.	N/A
	MISC.	N/A
	TAX-LICENSE -TITLE & TRANSFER	N/A
	VEHICLE SERVICE CONTRACT	N/A
	TOTAL CASH DELIVERED PRICE	<b>47603.94</b>
	FINANCE CHARGES	N/A
	INSURANCE CHARGES (COLL & COMP)	N/A
	CREDIT LIFE	N/A
	A & H INS.	N/A
	TOTAL DELIVERED PRICE	<b>47603.94</b>
	ACCT/REC BAL.	
	CASH ON DEPOSIT	N/A
	CASH PAID ON DELIVERY	N/A
	TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A	
TD	N/A	
# N/A PAYMENTS @ \$	<b>47603.94</b>	<b>47603.94</b>
TOTAL CREDITS		N/A

To Avoid Penalty  
 Sales Tax Must Be Paid  
 or Transfer Made Within  
 30 Days From Date of Sale

SERVICE AND HANDLING FEE  
 \*A SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED TO THE CUSTOMER FOR PERFORMANCE SERVICES AND HANDLING DOCUMENTS RELATING TO THE CLOSING OF A SALE OR LEASE. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. THE SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR THE PREPARATION OF LEGAL DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

**DISCLAIMER OF WARRANTIES**  
 Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.


By AUTHORIZED SIGNATURE  
 X PURCHASER'S SIGNATURE  
 SOLD BY **TY MONTGOMERY**



# Arkansas law does not provide for a "cooling off" or other cancellation period for vehicle sales.

Therefore, this contract cannot later be canceled simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle, or for any other reason. After you have signed your contract, you are an immediate owner!

I have read and understand that by signing these legal documents and taking delivery of the vehicle for which the contracts have been written, I will not be able to return the car at a later date and have the contracts voided.

X  CITY OF FARMINGTON \_\_\_\_\_ 01/07/2025 \_\_\_\_\_  
Buyer Printed Name Date

X \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Co-Buyer Printed Name Date

CITY OF FARMINGTON  
CUSTOMER'S NAME

V313366  
STOCK NO.

**ODOMETER DISCLOSURE STATEMENT**

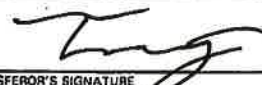
*Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.*


I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 2 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE	MODEL	BODY TYPE
CHEVROLET	SILVERADO	PU
VEHICLE IDENTIFICATION NUMBER		YEAR
1GCPDAEK0RZ313366		2024

X   
 TRANSFEROR'S SIGNATURE  
SUPERIOR CHEVROLET BUICK GMC  
 PRINTED NAME  
490 HWY 412 EAST  
 TRANSFEROR'S ADDRESS (STREET)  
SILOAM SPRINGS AR 72761  
 CITY STATE ZIP CODE  
01/07/2025  
 DATE OF STATEMENT

X   
 TRANSFEREE'S SIGNATURE  
CITY OF FARMINGTON  
 PRINTED NAME  
CITY OF FARMINGTON  
 TRANSFEREE'S NAME  
354 W MAIN ST  
 TRANSFEREE'S ADDRESS (STREET)  
FARMINGTON AR 72730  
 CITY STATE ZIP CODE

CITY OF FARMINGTON  
CUSTOMER'S NAME

V313366  
STOCK NO.

**ODOMETER DISCLOSURE STATEMENT**


*Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.*

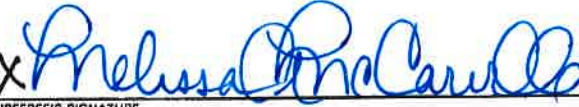
I, SUPERIOR CHEVROLET BUICK GMC (transferor's name, PRINT)

state that the odometer now reads 2 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

MAKE	MODEL	BODY TYPE
CHEVROLET	SILVERADO	PU
VEHICLE IDENTIFICATION NUMBER		YEAR
1GCPDAEKORZ313366		2024

X   
 TRANSFEROR'S SIGNATURE  
SUPERIOR CHEVROLET BUICK GMC  
 PRINTED NAME  
490 HWY 412 EAST  
 TRANSFEROR'S ADDRESS (STREET)  
SILOAM SPRINGS AR 72761  
 CITY STATE ZIP CODE  
01/07/2025  
 DATE OF STATEMENT

X X   
 TRANSFEREE'S SIGNATURE  
CITY OF FARMINGTON  
 PRINTED NAME  
CITY OF FARMINGTON  
 TRANSFEREE'S NAME  
354 W MAIN ST  
 TRANSFEREE'S ADDRESS (STREET)  
FARMINGTON AR 72730  
 CITY STATE ZIP CODE



# WE OWE

1154805

NAME CITY OF FARMINGTON STK. NO. V313366 NEW  USED

ADDRESS 354 W MAIN ST YEAR 2024 MAKE CHEVROLET

CITY FARMINGTON STATE AR ZIP 72730 MODEL SILVERADO

PHONE \_\_\_\_\_ VIN NO. 1GCPDAEK0RZ313366

SALESPERSON TY MONTGOMERY DEL. DATE 01/07/2025

QTY.	NAME OF ITEM	PART	LABOR
	UPFIT		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER X 

DATE 01/07/2025

APPROVED   
MGR.

**SUPERIOR**  
 AUTOMOTIVE GROUP  
 Fleet and Commercial Sales



Attn: FARMINGTON PUBLIC WORKS

10/8/2024

Vehicle

**2024 SILVERADO**  
**Emergency Equipment Upfit**

Qty	Description	Price Total
2	AVENGER AVC22FF A/W	\$ 591.20
2	AVBKTSD AVENGER BRACKET	\$ 44.56
2	I2F A/W GRILL LIGHT	\$ 271.36
2	TLI2F A/W REAR WINDOW	\$ 263.26
2	TIONBKT1 90 DEG WIN BRACKETS	\$ 25.66
2	TLMI2F A/W UNDER TAILGATE	\$ 207.90
1	TOGGLE SWITCH	\$ 10.00
	Shop Supplies	\$ 75.00
	Installation Labor	\$ 1,400.00

**Total Upfit \$ 2,888.94**

Jeremy Mcallister/John Vest  
 Superior Automotive Group  
 Fleet and Upfitting  
 304 S Lincoln St  
 Lowell AR 72745  
 Cell: JM 479-616-4348 JV 479-549-8335

x *Anelisa McCallister*

# Agenda Item 15

**“CLOSED ADMISSIONS” CONTRACT BETWEEN WASHINGTON COUNTY,  
ARKANSAS, AND THE CITY OF FARMINGTON, ARKANSAS**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of January, 2025 by and between Washington County (“County”), Arkansas and the City of Farmington, Arkansas (“City”), concerning the provision of animal sheltering services;

**WHEREAS**, effective animal control is of mutual interest to the County and the City; and,

**WHEREAS**, the County possesses the necessary facilities to provide animal sheltering services to City.

**NOW, THEREFORE, IN CONSIDERATION** of mutual promises of the parties’ contained herein and other good and valuable consideration, the parties agree as follows:

**ARTICLE I**

The County agrees to provide sheltering services for animals delivered to **Lester C. Howick Animal Shelter** in Fayetteville, Arkansas, by designated animal control officers and any citizen who has a letter from a City Official authorizing the County Shelter to accept the animal, according to Shelter surrender policies. The term "sheltering services" shall include, but is not limited to: food, water, shelter, and basic veterinary care (basic care to be provided during normal working hours), euthanasia, and impoundment (up to three (3) days, after which said animal shall become the property of the County). This shall also include after-hours access for the county animal control officers. Emergency Veterinary care will not be offered. Animals needing emergency care shall not be admitted to the shelter.

The County agrees to provide rabies quarantine services for animals delivered to the County Shelter by designated animal control officers. The term “rabies quarantine services” shall include, but is not limited to: isolation of the animal from the public, food, water, shelter, basic veterinary care (basic care to be provided during normal working hours), and euthanasia. The County shall provide said rabies quarantine services for an animal for up to 10 days, including the day of the bite, at which time the animal shall be deemed free of rabies by a licensed Veterinarian; or three (3) days, if staff capability allows, whereby the animal will be euthanized and the head shipped to the state lab for rabies disease testing and up to ten (10) days, including the day of the

bite, for owned animals. At the expiration of ten (10) days of quarantine, the animal may be reclaimed by the owner. If the owner fails to reclaim the animal, it shall become the property of the County and shall be euthanized.

## **ARTICLE II**

Sheltering fees for 2024 shall be \$150.00 per animal which shall be due and payable on the first day of the following month by the City to the County. If an animal is reclaimed, the cost of such shall be borne by the owner. The shelter shall collect the \$150.00 fee at the time of reclamation by the owner and no billing shall be passed on to the City. However, if the owner fails to reclaim or refuses to retrieve any such animal within three (3) days of impoundment, the animal shall be forfeited to the County and billing shall be passed on to the City. Rabies Quarantine fees shall be \$40.00 per day for each day the animal spends in quarantine at the shelter. If an animal is reclaimed, the costs of such shall be borne by the owner; however, if the owner fails or refuses to retrieve any such animal at the end of the quarantine period the animal shall be forfeited to the County and quarantine fees shall be passed on to the City.

## **ARTICLE III**

Animals held for pending court cases, such as dangerous dog or animal cruelty cases, will be charged \$10.00 per day, in addition to other charges that may be accrued. This holding fee shall be paid by the City, unless the animal is reclaimed by the owner, in which case all fees must be paid by the owner before the animal is released.

## **ARTICLE IV**

This agreement shall begin upon execution by the parties and end at midnight on December 31, 2025 subject to annual renewal on such terms as are agreeable by the parties.

## **ARTICLE V**

Neither the County nor the City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.



## **ARTICLE VI**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

## **ARTICLE VII**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

## **ARTICLE VIII**

In the event the City knows or suspects that an animal is dangerous or potentially dangerous as defined by County ordinances and fails to inform the County, or fails to inform County of all known behavioral history of animal, then in such case the City shall hold harmless the County from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the County or the City under Constitution and Statutes of the State of Arkansas.

## **ARTICLE IX**

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement, or under law in the event of one or more breaches or defaults by any party under the Agreement, shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

## **ARTICLE X**

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties.

**ARTICLE XI**

This Agreement may be terminated by either party upon sixty (30) days written notice to the Chief Elected Official of each party.

**IN WITNESS WHEREOF**, the City of Farmington, Arkansas, and Washington County have executed this Agreement on or as of the date first written above.

**WASHINGTON COUNTY, ARKANSAS**

\_\_\_\_\_  
Patrick Deakins, County Judge

**ATTEST:**

\_\_\_\_\_  
Becky Lewallen, County Clerk

**CITY OF FARMINGTON, ARKANSAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

# Agenda Item 16



www.GarverUSA.com

January 2, 2025

City of Farmington  
Attn: Melissa McCarville  
354 W. Main Street  
Farmington, AR 72730

Re: Highway 170 Construction  
ARDOT Project No. 040683

Dear Melissa:

Please find attached a draft copy of Supplemental Agreement No. 2 of the Garver engineering agreement for the Highway 170 project. In summary, this proposed change order to our Agreement includes the following:

- 80 additional on-call trips from our geotechnical subconsultant, Grubbs, Hoskyn, Barton & Wyatt, to perform material testing of the roadway subgrade, concrete and asphalt.
- 265 additional hours of onsite construction observation and administration by Garver personnel.

The additional services being requested are a direct result of the pace of construction by Emery Sapp & Sons and to meet the requirements as set forth from the funding obligations to perform construction engineering & inspection plus materials testing in accordance with the ARDOT Standard Specifications for Highway Construction and the Manual of Field Sampling and Testing procedures.

The materials testing estimated budget for construction as contained in the agreement was exhausted in November of 2024 due to the contractor utilizing multiple crews to simultaneously perform multiple project infrastructure items requiring testing. As a result, it has been necessary to have more trips to the project site than what was estimated in the approved agreement.

The additional time for onsite construction observation being requested is a result of the contractor working in excess of 8 hours on the average workday on items that require the presence of the engineering representative. The original agreement assumed an average of 8 hours per each workday.

The following is a summary of the additional fees being requested for these additional services:

Geotechnical Materials Testing (GHBW) -	\$41,050.00
Construction Observation & Admin. (Garver) -	\$45,000.00
<b>Total Supplemental Agreement No. 2 -</b>	<b>\$86,050.00</b>
<b>City of Farmington Costs (20% of Fees) -</b>	<b>\$17,210.00</b>

Melissa McCarville  
January 2, 2025  
Page 2 of 2

Thank you for your consideration of these additional services. Please let me know if you have any questions.

Sincerely,

GARVER

A handwritten signature in blue ink that reads "Ron S. Petrie". The signature is written in a cursive style with a large initial "R".

Ron Petrie  
Vice President/Transportation Team Leader

Attachments: Draft Supplemental Agreement No. 2

**Supplemental Agreement No. 2**  
**ARDOT Job No. 040683**  
**FEDERAL AID PROJECT (FAP) NO. STPU-9141(1)**  
**Highway 170 Improvements (Farmington) (F)**

**Date:** \_\_\_\_\_

**WHEREAS**, the City of Farmington and Garver, LLC (Garver) entered into an Agreement for Engineering Services on December 17, 2015 for the design of the Highway 170 from Hwy. 62 to Clyde Carnes Road; and,

**WHEREAS**, Supplemental Agreement No. 1 added construction phase services and materials testing to the Garver agreement on August 11, 2020; and

**WHEREAS**, construction for the Highway 170 project did not commence until May 20<sup>th</sup>, 2024 due to continued utility relocation delays; and

**WHEREAS**, the project included a shortened construction duration of 360 Calendar Days that has resulted in extended work days and multiple construction crews simultaneously working on multiple infrastructure items; and

**WHEREAS**, the City of Farmington has been successful in obtaining additional Surface Transportation Block Grant Program – Attributable (STBGP-A) and Statewide Transportation Improvement Program (STIP) funds that reimburses that City 100% of construction costs and 80% of construction engineering and materials testing services for the Highway 170 Improvements project; and

**WHEREAS**, the funding obligations require construction engineering and construction inspection and materials testing to be provided in accordance with the ARDOT Standard Specifications for Highway Construction and the Manual of Field Sampling and Testing Procedures,

**NOW THEREFORE**, the following modifications will be made to the Agreement to include the described additional items of work:

**MODIFICATIONS:**

1. The "Contract Ceiling Price" (Section 1.2) **is increased by \$86,050** from \$1,157,735 to \$1,243,785.
2. The "Title II Services Ceiling Price" (Section 1.15) for this agreement is modified to be \$540,349.
3. The completion date as contained in Section 17.1 of the engineering agreement is modified and extended from June 1, 2022, to August 1, 2024.
4. See Attachment A-1 for additions to Appendix A – Justification of fees and costs.

5. See Attachment B for a Subconsultant Supplemental Agreement with Grubbs, Hoskyn, Barton, & Wyatt, Inc. to increase the Subconsultant total not-to-exceed cost **\$41,050** from \$83,668 to \$124,718.
6. See Attachment B-1 for additions to the Justification of Fees and Costs for the Subconsultant Supplemental Agreement.

**IN WITNESS WHEREOF**, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

GARVER, LLC

CITY OF FARMINGTON

BY: \_\_\_\_\_  
Vice President

BY: \_\_\_\_\_  
Mayor

ATTACHMENT A-1 SUPPLEMENTAL AGREEMENT 2 - Justification of Costs and Fees  
December 23, 2024  
Highway 170 Improvements (Farmington) (F)  
Job 040683  
SUMMARY

<b>PROJECT ADMINISTRATION</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
Garver	136	\$19,816	\$2,378	\$856	\$23,050
SA #1 - Garver	14	\$2,961	\$355	\$36	\$3,352
<b>SURVEYS</b>					
Garver	992	\$71,296	\$8,556	\$18,148	\$98,000
SA #1 - Garver	34	\$2,892	\$347	\$125	\$3,364
<b>TRAFFIC STUDY &amp; DESIGN</b>					
Garver	430	\$42,064	\$5,048	\$538	\$47,650
<b>ENVIRONMENTAL</b>					
Garver	391	\$35,311	\$4,237	\$6,032	\$45,580
<b>GEOTECHNICAL INVESTIGATION (SEE APP. B-1)</b>					
GHBW	207	\$17,311	\$2,077	\$4,362	\$23,750
<b>BRIDGE</b>					
Garver	0	\$0	\$0	\$0	\$0
<b>ROADWAY DESIGN, PLANS, AND SPECS</b>					
Garver	2,944	\$276,938	\$33,233	\$679	\$310,850
SA #1 - Garver	170	\$25,553	\$3,066	\$652	\$29,271
<b>ROW</b>					
Garver	794	\$73,831	\$8,860	\$89	\$82,780
SA #1 - Garver	206	\$16,573	\$1,989	\$78	\$18,640
<b>BIDDING</b>					
Garver	119	\$15,051	\$1,806	\$293	\$17,150
<b>TITLE II</b>					
SA #1 - Garver	2,550	\$389,433		\$4,948	\$394,381
SA #1 - GHBW	590	\$56,333		\$3,585	\$59,918
SA #2 - Garver	301	\$44,774		\$226	\$45,000
SA #2 - GHBW	390	\$38,890		\$2,160	\$41,050
<b>PROJECT TOTALS</b>					
Garver	9,081	\$1,016,493	\$69,875	\$32,699	\$1,119,067
GHBW	1,187	\$112,534	\$2,077	\$10,107	\$124,718
<b>Original Total</b>	<b>6,013</b>	<b>\$551,618</b>	<b>\$66,195</b>	<b>\$30,997</b>	<b>\$648,810</b>
<b>SA #1 Total</b>	<b>3,564</b>	<b>\$493,745</b>	<b>\$5,757</b>	<b>\$9,423</b>	<b>\$508,925</b>
<b>SA #2 Total</b>	<b>691</b>	<b>\$83,664</b>	<b>\$0</b>	<b>\$2,386</b>	<b>\$86,050</b>
<b>Project Total</b>	<b>10,268</b>	<b>\$1,129,027</b>	<b>\$71,952</b>	<b>\$42,806</b>	<b>\$1,243,785</b>



ATTACHMENT A-1 SUPPLEMENTAL AGREEMENT 2 - Justification of Costs and Fees  
 December 23, 2024  
 Highway 170 Improvements (Farmington) (F)  
 Job 040683

**TITLE II SERVICES**

MANHOURS								
TASK	SPM	PM	PE	SCM	SCO	ADMIN2	TOTAL	
<b>Title II Services</b>								
Prepare, Attend and Document Preconstruction Meeting							0	
Supplemental Utility Coordination							0	
Review Contractor's Schedules							0	
Review and Respond to Contractor's Shop Drawings/Structural							0	
Review and Respond to Contractor's Shop Drawings/Roadway							0	
Monthly Progress Meetings with Contractor and City (12 Months)							0	
Site Visits and Support of City/Resident							0	
Resident Construction Observation (261 Working Days - Avg. 8 hrs/day)					265		265	
Coordination with Contractor/RFI Responses							0	
Review and Process Monthly Pay Requests per ARDOT procedures (12 Mos.)							0	
Prepare and Submit Monthly Progress Reports (12 Months)							0	
Prepare Change Orders							0	
Substantial Completion Project Inspection and Punchlist							0	
Final Project Inspection and Punchlist							0	
Coordination with City/ARDOT							0	
Coordination with Materials Testing Firm	6				12		18	
Record Drawings (Hardcopy and Electronic)							0	
ADEQ Permit Renewals							0	
Title II Administration	2	8				8	18	
Total MH - Title II Services	8	8	0	0	277	8	301	
<b>LABOR COSTS</b>								
Description (Billing Class)					Rate	MH	Amount	
SPM - Sr. Project Manager (E-5/E-6)					\$90.00	8	\$720	
PM - Project Manager (E-3/E-4)					\$60.00	8	\$480	
PE - Project Engineer (E-2)					\$42.00	0	\$0	
SCO - Sr. Construction Observer (C-3)					\$52.00	0	\$0	
SCM - Sr. Construction Manager (C-4)					\$45.00	277	\$12,465	
ADMIN2 - Sr. Admin. Assistant (X-2)					\$30.00	8	\$240	
					Subtotal		\$13,905	
					Title II Multiplier	3.22	\$44,774	
					Subtotal		\$44,774	
					Fee		\$0	
					Subtotal Labor Costs		\$44,774	
<b>EXPENSES</b>								
ITEM					Quantity	Unit	Rate	Amount
Printing (11x17 B&W)					10	each	\$0.20	\$2
Printing B&W					0	each	\$0.10	\$0
Printing Color					0	each	\$0.65	\$0
Mileage (261 trips @ 30 miles round-trip (7,830 miles))					390	miles	\$0.575	\$224
Miscellaneous (Courier)						each	\$12.00	\$0
					Subtotal Direct Costs			\$226
					<b>TOTAL COSTS - TITLE II SERVICES</b>			<b>\$45,000</b>
<b>BASIS OF ESTIMATE - TITLE II SERVICES</b>								
Title II services are based on a construction period of 365 Calendar Days / 261 Working Days.								

ATTACHMENT B

**Supplemental Subconsultant Agreement No. 2**  
**ARDOT Job No. 040683**  
**FEDERAL AID PROJECT (FAP) NO. STPU-9141(1)**  
**Highway 170 Improvements (Farmington) (F)**

**Date:** \_\_\_\_\_

**WHEREAS**, the City of Farmington and Garver, LLC (Garver) entered into an Agreement for Engineering Services on December 17, 2015 for the design of the Highway 170 from Hwy. 62 to Clyde Carnes Road; and,

**WHEREAS**, Garver, LLC (Garver) and Grubbs, Hoskyn, Barton, & Wyatt, Inc entered into a subconsultant agreement for geotechnical services on December 17, 2015 for the project design; and

**WHEREAS**, Supplemental Agreement No. 1 added materials testing during construction on August 11, 2020 to the subconsultant agreement with Garver, LLC (Garver); and

**WHEREAS**, the project materials testing requirements has exceeded the expectations as established in the Supplemental Agreement scope due primarily to the sequencing of the construction as determined by the project contractor; and

**WHEREAS**, the City of Farmington desires for Garver to continue to perform materials testing as specified by ARDOT standards during the remainder of construction,

**NOW THEREFORE**, the following modifications will be made to the Subconsultant Agreement to include the described additional items of work:

**MODIFICATIONS:**

1. Grubbs, Hoskyn, Barton, & Wyatt, Inc. will add 80 on-call trips to the project site to perform the following geotechnical material testing activities:
  - 2.5 "Title II Services to be Provided by Subconsultant." Grubbs, Hoskyn, Barton and Wyatt, Inc. will perform the following tasks during the Construction Phase of the project:
    - 2.5.1. Proof-rolling and undercut observation as needed.
    - 2.5.2. Performing field density and moisture testing to verify compaction.
    - 2.5.3. Performing testing on fresh concrete.
    - 2.5.4. Perform testing on asphalt concrete hot mix during placement.
    - 2.5.5. Perform laboratory testing on asphalt cores.

ATTACHMENT B

- 2.5.6. Perform laboratory testing (Proctors, classification tests) of proposed borrow soils and as required during field testing, and concrete cylinder breaks.
  - 2.5.7. Provide engineering review and oversight of on-site and laboratory services and engineering consultation as needed/requested.
  - 2.5.8. Prepare and furnishing reports of all observations and testing activities.
- 2. The Subconsultant Total Not-To-Exceed Cost (Section 3.5) is **increased by \$41,050** from \$83,668 to \$124,718.
  - 3. The Subconsultant Title II Services Ceiling Price (Section 3.8) for this Subconsultant Agreement is **increased by \$41,050** from \$59,918 to \$100,968.
  - 4. See Attachment B-1 for additions to the Justification of Fees and Costs for the Subconsultant Supplemental Agreement.

**IN WITNESS WHEREOF**, the parties execute this Supplemental Subconsultant Agreement No. 2, to be effective upon the date set out above.

Garver, LLC

Grubbs, Hoskyn, Barton & Wyatt, Inc.

BY: \_\_\_\_\_  
Ronald S. Petrie, PE  
Vice President

BY: \_\_\_\_\_  
Subra Bhat, Ph.D., PE  
Vice President/Office Manager

Attachment B-1 SUPPLEMENTAL AGREEMENT 2 - Justification of Costs and Fees (Change Order)  
 December 23, 2024  
 Highway 170 Improvements (Farmington) (F)  
 Job 040683

**TITLE II SERVICES - Additional Construction Engineering Materials Testing - GHBW**

LABOR COSTS													
YEAR	2024/2025										TOTALS		
Classification	Rate	MH	Amount	Rate	MH	Amount					MH	Amount	
PM1 - Principal	\$ 71.20	34	\$ 2,421.00								34	\$2,421	
Project Engineer	\$ 49.98	16	\$ 800.00								16	\$800	
Staff Engineer/Geologist	\$ 44.43	12	\$ 533.00								12	\$533	
LS - Lab Supervisor	\$ 28.45	177	\$ 5,036.00								177	\$5,036	
STECH - Senior CMT Technician	\$ 25.73	120	\$ 3,088.00								120	\$3,088	
TECH - CMT Technician	\$ 16.28		-								0	\$0	
ADMIN - Administrative Assistant	\$ 21.53	31	\$ 667.00								31	\$667	
Subtotal											390	\$12,545	
Title II Multiplier											3.10	\$38,890	
Subtotal												\$38,890	
Fee												\$0	
Subtotal Labor Costs												<b>\$38,890</b>	
DIRECT EXPENSES												Amount	
Printing (8.5 x 11 BW)		60									each	\$0.10	\$6
Mileage - nonFleet (80 trips for on-call testing @ 40 mi round trip job site to GHBW Springdale office)				3,215							mile	\$0.67	\$2,154
Subtotal Direct Expenses												\$2,160	
<b>TOTAL COSTS - TITLE II SERVICES - Additional Construction Engineering Materials Testing - GHBW</b>												<b>\$41,050</b>	

SUBCONSULTANT BASIS OF ESTIMATE	
1. All QA Testing to be performed on an on-call basis.	
2. 7-month remaining construction schedule assumed.	

# Agenda Item 17



FARMINGTON



**Farmers**  
MARKET

Creekside  
Park

Farmers & Artisans

A circular logo with a dark green border. The word "FARMINGTON" is written in a dark green, serif font along the top inner edge. In the center, there is a realistic illustration of a cluster of strawberries with green leaves. Below the strawberries, the word "Farmers" is written in a large, bold, green sans-serif font, and "MARKET" is written in a smaller, dark green, serif font below it. At the bottom, "Creekside Park" is written in a smaller, green sans-serif font, and "Farmers & Artisans" is written in a dark green, serif font along the bottom inner edge.



## The Farmington Farmer's Market is far more than just a venue for selling products.

Every market day, we welcome aspiring vendors who bring unique products and services to our community.

From handmade crafts to organic produce, these entrepreneurs start with a vision, and through our market's supportive environment, they gain the knowledge and resources needed to grow their businesses.

## What happens on Market Days?

**Guidance and Training:** Through workshops and one-on-one support, we help vendors navigate the challenges of starting and running a business. Our leadership fosters confidence and resilience in our vendors.

**Community Engagement:** The market creates a platform for customers to connect with local producers. This builds loyalty and fosters a sense of community, where residents feel good about supporting their neighbors.

**Networking Opportunities:** Vendors often collaborate and share insights, leading to partnerships that enhance their business offerings. This network effect amplifies their growth potential.

**Economic Growth:** Each new business contributes to our local economy, creating jobs and supporting the community. As these vendors thrive, they, in turn, reinvest in our city, creating a positive ripple effect.

Let us take a moment to highlight the incredible growth we've experienced and propose an exciting opportunity that could further enhance our community's well-being and economic vitality.

In the previous 2 years, our farmers market has seen a remarkable increase in attendance, with local residents and visitors alike flocking to enjoy fresh produce, artisanal goods, and the camaraderie of our community. This growth is a testament to the demand for locally sourced food and the desire for spaces that foster connection and sustainability.



As we continue to see this growth, we believe it's essential to consider a dedicated community building.

This facility would provide even more resources for our vendors and customers alike, enhancing our ability to nurture local entrepreneurship and promote community wellness.

Encourage more vendors and customers to participate

Enhance the experience for vendors

A well-designed market building would serve as a community hub

By incorporating a community center within the building, we could offer a range of activities and events that cater to all age groups, from workshops and educational programs to social gatherings and cultural events. Such a center would become a cornerstone of community engagement, providing a versatile space for various civic and social activities.





## Key benefits this facility could offer:



Culinary Education: A teaching kitchen would enable us to host cooking classes, nutrition workshops, and demonstrations featuring local produce. This not only promotes healthy eating habits but also empowers residents with skills to make the most of our local bounty.

Cultural Events: A stage would provide a venue for live music, performances, and cultural events, transforming our market into a year-round hub of community engagement. This could attract more visitors and create a lively atmosphere that celebrates our diverse culture.

Economic Boost: By creating a destination that draws in both locals and tourists, the facility could stimulate economic activity in our city. Local vendors would benefit from increased foot traffic, and new businesses could emerge around the market.

Community Connection: A dedicated space fosters social interaction and community spirit. By hosting events, workshops, and gatherings, we can strengthen relationships among residents and cultivate a sense of belonging.

Sustainability: Supporting our farmers market aligns with sustainable practices and promotes environmental awareness. A community kitchen could emphasize zero-waste cooking and encourage sustainable food practices.



# The Importance of a Community Center in Our Town

I am proposing that the city consider purchasing/lease the Brand New Church Building to serve as a community building. This facility has already been constructed and presents a unique opportunity for our city.

This initiative would not only provide a dedicated space for gatherings and events but also significantly enhance our town's sense of community.

- Creating a town center is essential for fostering local businesses and encouraging civic engagement. A community building could host various activities, from workshops to social events, making our downtown area a vibrant hub for residents and visitors alike. This would also align with the Library's initiative to develop an outdoor space, providing much-needed green space that enhances the overall appeal of our town center.
- Investing in a community building can serve as a catalyst for further development, attracting more businesses and residents to our area. It would strengthen our community bonds and promote a shared identity among citizens.



- Utilizing this building would not only provide Inside Out Studios with a dedicated space to foster creativity and community engagement, but it would also offer the Chamber of Commerce essential office space to support local businesses. Furthermore, the building could generate rental income for community events, workshops, and gatherings, creating a vibrant hub for our residents.
- Investing in the Brand New Church Building will not only enhance community services but also boost revenue for the city through increased activity and events. The potential benefits are significant, and I believe this acquisition aligns with our long-term vision for community development and economic growth.
- I urge you to consider this opportunity and discuss it further in our upcoming meetings. Together, we can create a space that supports our community's needs and aspirations.



# Wish List



## Shade

### 1. Increased Comfort for Shoppers and Vendors

**Protection from Heat:** Farmers markets often take place outdoors, where vendors and shoppers are exposed to the elements. Shade structures provide relief from direct sunlight, helping to keep people cooler and more comfortable on hot days.

**Extended Hours:** With shade in place, people are more likely to stay longer, even during the hottest parts of the day, leading to increased foot traffic and sales.

### 2. Better Vendor Environment

**Preservation of Products:** Many fresh produce items can be sensitive to heat. Shade helps prevent fruits and vegetables from wilting, ripening too quickly, or being damaged by excessive sun, which can prolong shelf life and reduce waste.

**Comfort for Vendors:** Farmers and vendors will be able to work more comfortably, reducing the risk of heat-related stress and increasing their productivity.

### 3. Enhanced Customer Experience

**More Enjoyable Shopping:** Shoppers are more likely to browse and shop at a market that provides some relief from the sun, improving the overall shopping experience.

**Family-Friendly:** Families with young children or elderly customers may find it easier to spend more time at the market if they can avoid the sun, making the market more inclusive and accessible to a broader range of people.

### 4. Weather Protection

**Rain Shelter:** In addition to providing shade, these structures can offer protection in light rain or drizzle, allowing shoppers and vendors to continue with their transactions without interruption.

**All-Season Use:** A well-designed shade structure could be adapted to other weather conditions (e.g., wind or cold), extending the market's seasonal viability.

### 5. Attractive and Inviting Space

**Aesthetic Appeal:** Shade structures can improve the overall aesthetic of the market, creating a visually appealing environment that attracts more visitors.

**More Seating and Gathering Spaces:** They can create spaces for people to sit and enjoy food, socialize, or relax, fostering a sense of community and encouraging longer visits.

### 6. Sustainability and Eco-Friendliness

**Energy Conservation:** Shade structures can lower the ambient temperature in the market area, which may reduce the need for air conditioning or fans in nearby shops or homes. This contributes to overall energy savings and sustainability.

## 7. Improved Market Viability and Growth

**Increased Foot Traffic:** Shoppers may be more likely to visit if the market feels more comfortable, leading to higher turnout and more sales for vendors.

**Conger Market Seasons:** Shade structures may make the market more appealing during hotter summer months or even during milder winter days, helping to extend the market's season and keep it viable year-round.

## 8. Community Engagement and Event Potential

**Versatility for Events:** Shade structures can host special events, cooking demonstrations, or community gatherings, turning the market into a year-round community hub with diverse activities.

**Social Space:** Having shaded areas where people can sit and enjoy local foods or beverages fosters social interaction, making the market a gathering place and strengthening community bonds.

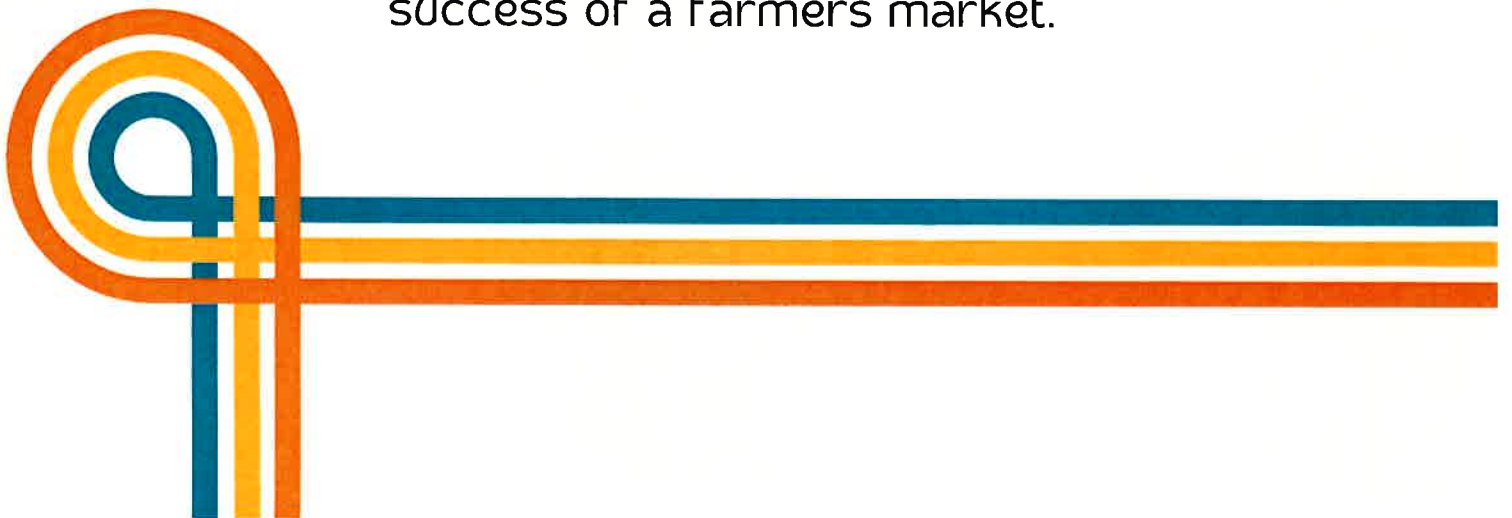


Adding shade structures to a farmers market would not only create a more comfortable and welcoming atmosphere but also contribute to a more sustainable, vibrant, and long-lasting market experience.

## Portable Stage



Live music can do more than just provide entertainment at the farmers market— it can enhance the atmosphere, attract more visitors, support local musicians, increase sales, and create a sense of community. It transforms the market into a vibrant and engaging event that people look forward to, while also improving the overall customer experience. For these reasons, live music is a powerful tool for boosting the success of a farmers market.



# Thank you

I urge you to consider this proposal as a valuable investment in our community's future. With your support, we can create a thriving hub that not only sustains our local economy but also enriches the lives of our residents.

Together, let's turn our farmers market into a cornerstone of community health, education, and connection. I look forward to discussing this proposal further and exploring how we can make this vision a reality.







# Growing the Farmers Market



# The Farmington Farmer's Market is far more than just a venue for selling products.



Every market day, we welcome aspiring vendors who bring unique products and services to our community.

From handmade crafts to organic produce, these entrepreneurs start with a vision, and through our market's supportive environment, they gain the knowledge and resources needed to grow their businesses.

# What happens on Market Days?

**Guidance and Training:** Through workshops and one-on-one support, we help vendors navigate the challenges of starting and running a business. Our leadership fosters confidence and resilience in our vendors.

**Community Engagement:** The market creates a platform for customers to connect with local producers. This builds loyalty and fosters a sense of community, where residents feel good about supporting their neighbors.



**Networking Opportunities:** Vendors often collaborate and share insights, leading to partnerships that enhance their business offerings. This network effect amplifies their growth potential.

**Economic Growth:** Each new business contributes to our local economy, creating jobs and supporting the community. As these vendors thrive, they, in turn, reinvest in our city, creating a positive ripple effect.

It's incredibly rewarding to see their progress— by the end of the year, many have established profitable operations, thanks in part to the mentorship and exposure our market provides.





Let us take a moment to highlight the incredible growth we've experienced and propose an exciting opportunity that could further enhance our community's well-being and economic vitality.



In the previous 2 years, our farmers market has seen a remarkable increase in attendance, with local residents and visitors alike flocking to enjoy fresh produce, artisanal goods, and the camaraderie of our community. This growth is a testament to the demand for locally sourced food and the desire for spaces that foster connection and sustainability.

As we continue to see this growth, we believe it's essential to consider a dedicated community building.

This facility would provide even more resources for our vendors and customers alike, enhancing our ability to nurture local entrepreneurship and promote community wellness.

Encourage more vendors and customers to participate

Enhance the experience for vendors

A well-designed market building would serve as a community hub





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A community building could host various activities, from workshops to social events, making our downtown area a vibrant hub for residents and visitors alike. This would also align with the Library's initiative to develop an outdoor space, providing much-needed green space that enhances the overall appeal of our town center. Investing in a community building can serve as a catalyst for further development, attracting more businesses and residents to our area. It would strengthen our community bonds and promote a shared identity among citizens.






By incorporating a community center within the building, we could offer a range of activities and events that cater to all age groups, from workshops and educational programs to social gatherings and cultural events. Such a center would become a cornerstone of community engagement, providing a versatile space for various civic and social activities.





# Key benefits this facility could offer:

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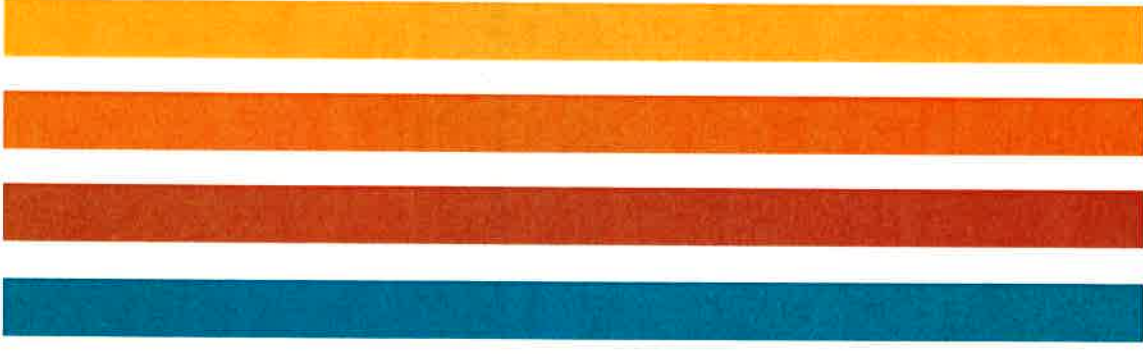
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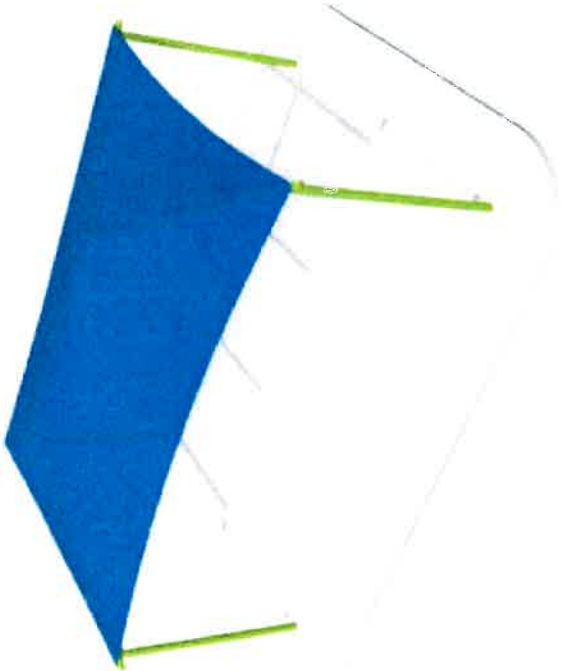
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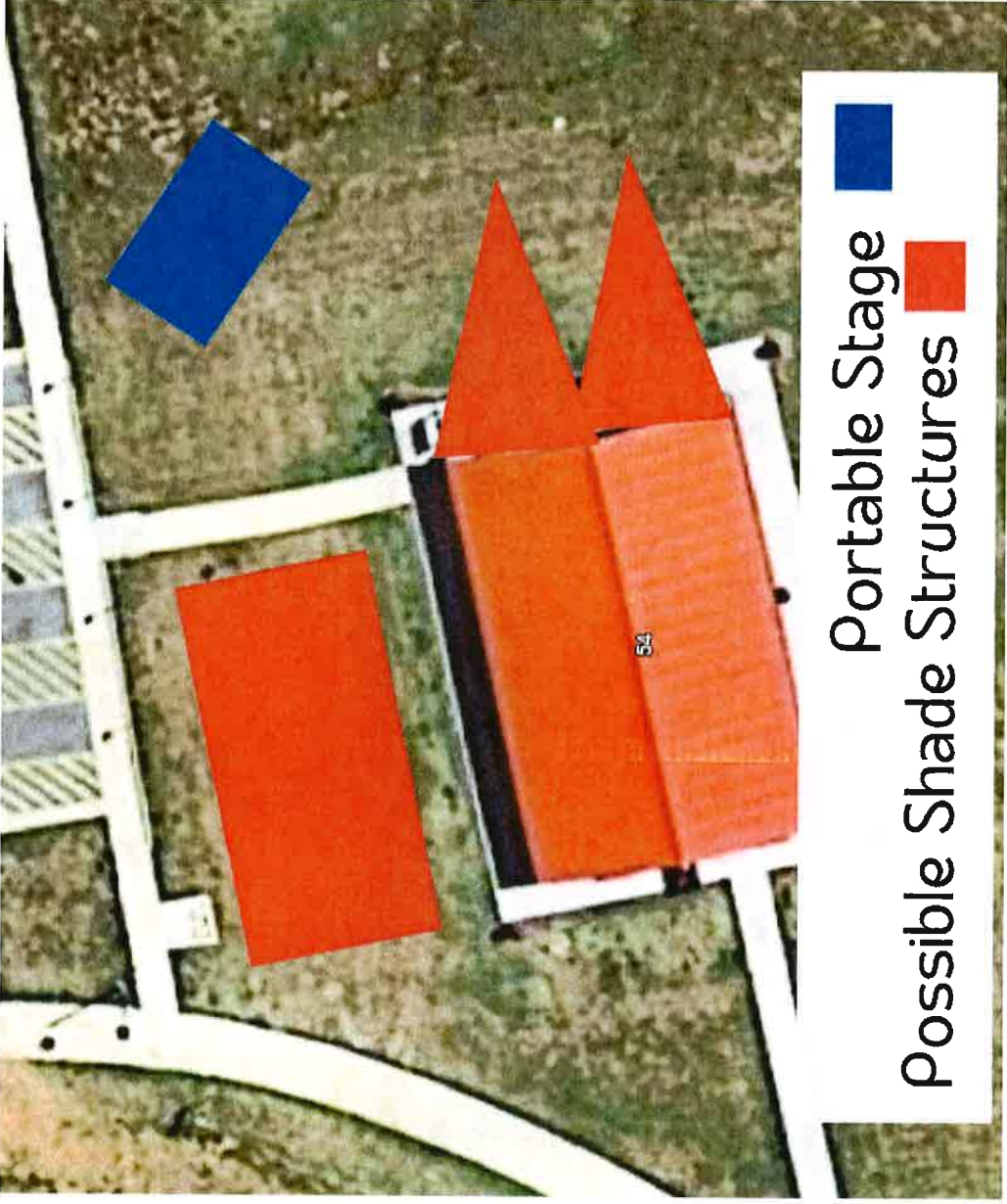




# Wish List







Shade Investment  
\$12,000-\$20,000

TotalPackage™  
Lightweight Portable  
Stage Kit, 8'x16'  
\$4,999



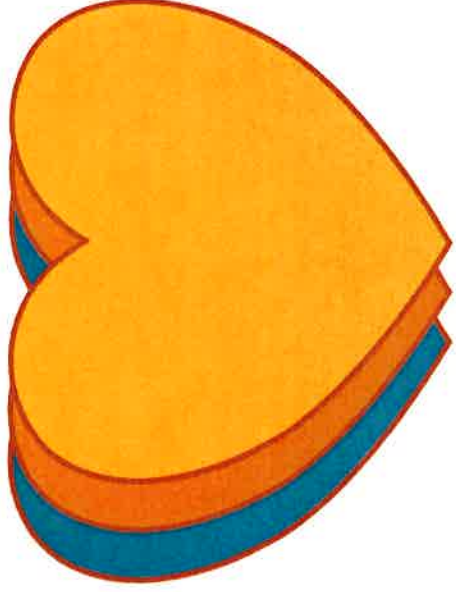


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**Thank you!**

