



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

CITY COUNCIL AGENDA

July 11, 2022

A regular meeting of the Farmington City Council will be held on
Monday, June 11, 2022, 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes - June 13, 2022, City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission/council appointments.
9. Committee Reports
 - a. Street Committee
 - b. Community Development Committee
 - c. Park & Recreation Committee
10. Items to be removed from City of Farmington Inventory – **SEE MEMO**

OLD BUSINESS

11. Ordinance No. 2022-11 An ordinance to vacate the unused right of way located at the corner of Hill Street and West Vine Street, Farmington, AR and for other purposes.

NEW BUSINESS

11. Ordinance No. 2022-13 An ordinance Extending Moratorium on any new multi-family rezoning requests for six months.

12. Award contract to Burns McDonnell for engineering services in the amount of \$106,700 for final trail design.

INFORMATIONAL ITEMS:

- A. City Business Manager Report
- B. Court Clerk Monthly Distribution Report
- C. Fire Department Report
- D. Police Department Report
- E. Building/Public Works Report
- F. Library Report
- G. Sports & Recreation Report
- H. Planning Commission Minutes
- I. Ozark Regional Transit

MINUTES

Minutes of the Regular Farmington City Council Meeting June 13, 2022

The regular meeting of the Farmington City Council scheduled for Monday, June 13th, 2022, was called to order at 6:00pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Council Members answered to their names: Sherry Mathews, Hunter Carnahan, Keith Lipford, Linda Bell, Brenda Cunningham, Bobby Morgan. Diane Bryant and Shelly Parsley. City Attorney Tennant was absent.

Comments from Citizens.

Mayor Penn asked if there was anyone who wished to comment at this time.

Tina Purser 11717 East Creek Lane – Her fence came down due to flooding and caused a problem with gas line issues due to the creek behind her property. Have you looked at the problems on Clubhouse?

Ashleigh Wilson 11778 Clubhouse Parkway- The engineer that looked at her property said the drainage pipe was too small, it needs to be larger and what is the city going to do?

Rachel Catlett, 11663 East Creek- She thanked the city for coming out and what is going to be done? They looked at this 5 years ago. The drainage needs to be fixed.

Approval of the minutes for the May 9th, 2022, City Council Regular Meeting

On the motion of Council Member Bryant, a second by Council Member Cunningham 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.

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

On the motion of Council Member Bell and a second by Council Member Bryant and by the consent of all Council Members present after a roll call vote, the motion to read all Ordinances and Resolutions by title only was approved 8-0.

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

Fire Captain Pete Oxford introduced the two new firefighters to the council.

Committee Reports.

Street Committee – No meeting was held.

Parks & Recreation Committee – No meeting was held.

Community Development Committee – No meeting was held.

Items to be removed from City of Farmington Inventory –Police Department.

Transfer of Radar Equipment –After a brief presentation by Police Chief Hubbard, a motion was made to approve the transfer of one radar unit to the Alpena Police Department by 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 the transfer of radar equipment was approved 8-0.

Removal & Destruction of Radar Equipment – After a brief presentation by Police Chief Hubbard, a motion was made to approve the removal from inventory & destruction of 5 Decatur Genesis II Select Moving Radars Serial Number G2S-21487 City Tag #0571, Serial Number G2S-19742 City Tag #0553, Serial Number G2S -05765 City Tag #0948, Serial Number G2S-26772 City Tag #600. Serial Number G2S -20028 City Tag #583 by Council Member Bell and seconded by Council Member Carnahan and by the consent of all Council Members present after a roll call vote, the motion was approved 8-0.

Old Business - None

New Business

Ordinance No. 2022-09 An Ordinance waiving requirements of competitive bidding for emergency repairs to protect drainage improvements at the Meadowsweet subdivision in the city of Farmington, pursuant to Arkansas Code Ann 14-58-303 (b) (2) (B). Council Member Bryant made a motion to suspend the rule requiring the reading of an ordinance in full on 3 different dates be suspended and for Ordinance 2022-09 be read 1 time by title only, it was seconded by Council Member Carnahan and after a roll call vote, the motion was approved 8-0. City Attorney Tennant read Ordinance 2022-09 by title only. Mayor Penn asked Shall the ordinance pass? After a roll call vote, the motion passed 8-0. A motion to pass Ordinance 2022-09 with an Emergency Clause was made by Council Member Carnahan and seconded by Council Member Parsley, after a roll call vote the motion passed 8-0.

Public Hearing for Ordinance No. 2022-11 was called to order at 6:24pm, there were no speakers, the public hearing was closed at 6:24 pm.

Ordinance No. 2022-11 An Ordinance to vacate the unused right of way located at the corner of Hill Street and West Vine Street, Farmington, AR and for other purposes Property Owner Mike Thompson and Drake Taylor representing property owner Deborah Dorman were present. City Attorney Tennant advised the council he needed more time to research the issues and he recommended the item be tabled. Council Member Bryant made a motion to table, and it was seconded by Council Member Parsley and after a roll call vote, the motion passed 8-0.

Ordinance No. 2022-12 An Ordinance rezoning 175 W. Vine Parcel #760-00893-000 from R-2 Residential Single Family to R-O Residential Office, as requested by Pedal Pops/Mike Thompson.

Council Member Bryant made a motion to suspend the rule requiring the reading of an ordinance in full on 3 different dates be suspended and for Ordinance 2022-12 be read 1 time by title only, it was seconded by Council Member Parsley and after a roll call vote, the motion was approved 8-0. City Attorney Tennant read Ordinance 2022-12 by title only. Mayor Penn asked Shall the ordinance pass? After a roll call vote the motion passed 8-0. A motion to pass Ordinance 2022-12 with an Emergency Clause was made by Council Member Bryant and seconded by Council Member Morgan, after a roll call vote the motion passed 8-0.

Resolution No. 2022-11 A Resolution of the Farmington City Council to Authorize the transfer of title to a 1995 Freightliner Fire Truck to the Prairie Grove-Farmington Rural Fire Association and remove the Fire Truck from Inventory.

Council Member Carnahan made a motion to approve Resolution No. 2022-11, it was seconded by Council Member Morgan, after a roll call vote the motion was approved 8-0. City Attorney Tennant read Resolution No. 2022-11 by title only.

There being no further business to come before the council and on the motion of Council Member Bryant and seconded by Council Member Lipford and by the consent of all members present, the meeting adjourned at 6:40pm until the next regularly scheduled meeting to be held Monday, July 11th, 2022 in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

Attest; _____

City Clerk Kelly Penn

Financial

MONTH	CITY SALES TAX		STATE SALES TAX	STATE SALES TAX	
	2021	2022		2021	2022
JANUARY	\$ 176,605.15	\$ 253,791.83	\$ 118,422.94	\$ 149,600.30	
FEBRUARY	\$ 191,113.19	\$ 268,481.85	\$ 132,077.29	\$ 160,478.16	
MARCH	\$ 173,156.53	\$ 220,557.24	\$ 116,243.77	\$ 137,886.58	
APRIL	\$ 159,711.77	\$ 204,221.59	\$ 103,435.79	\$ 132,413.09	
MAY	\$ 212,317.86	\$ 255,812.04	\$ 145,997.63	\$ 158,981.00	
JUNE	\$ 195,552.42	\$ 227,119.01	\$ 133,392.16	\$ 151,944.94	
JULY	\$ 203,173.25		\$ 133,013.22		
AUGUST	\$ 207,265.88		\$ 130,850.39		
SEPTEMBER	\$ 239,117.11		\$ 136,498.27		
OCTOBER	\$ 225,821.18		\$ 146,632.25		
NOVEMBER	\$ 247,429.21		\$ 145,564.50		
DECEMBER	\$ 233,116.01		\$ 141,427.84		
Monthly Comparison - June 2021/June 2022		\$ 31,566.59	Increase (Decrease)	\$ 50,119.37	\$ 18,552.78
YTD comparison					
		Increase for 2022 over 2021 YTD - City Sales Tax	\$ 321,526.64	Increase for 2022 over 2021 YTD - State Sales Tax	\$ 141,734.49
Total Actual Income vs 2022 Budgeted Income		County Wide Sales Tax	City Sales Tax	Total Sales Tax Increase YTD 2022	\$ 463,261.13
Budget 2022		\$1,444,984.82	\$2,100,000.00		
Actual 2022 (thru June)		\$891,304.07	\$1,429,983.56		

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget

Revenue & Expenditures

GENERAL REVENUES

Revenue

ACCIDENT REPORT REVENUES	914.50	1,500.00	60.97%
ACT 833	13,308.62	20,000.00	66.54%
ALCOHOL SALES TAX	2,370.70	4,000.00	59.27%
ANIMAL CONTROL REVENUES	1,219.45	2,500.00	48.78%
BUILDING INSPECTION FEES	200,975.83	175,000.00	114.84%
BUSINESS LICENSES	5,584.20	6,000.00	93.07%
CITY COURT FINES	68,168.85	120,000.00	56.81%
CITY SALES TAX REVENUES	1,429,983.56	2,100,000.00	68.09%
COUNTY TURNBACK	390,679.03	475,000.00	82.25%
DEVELOPMENT FEES	26,027.84	20,000.00	130.14%
FRANCHISE FEES	268,643.55	375,000.00	71.64%
GARAGE SALE PERMITS	996.00	2,000.00	49.80%
GRANTS	77,619.05	0.00	0.00%
INTEREST REVENUES	6,540.17	20,000.00	32.70%
MISCELLANEOUS REVENUES	11,443.69	0.00	0.00%
Off Duty Police Reimbursement	716.60	4,000.00	17.92%
PARK RENTAL	3,466.51	5,000.00	69.33%
PAYMENT IN LIEU OF	34,200.00	125,000.00	27.36%
SALES TAX - OTHER	891,304.07	1,444,984.82	61.68%
SPORTS COMPLEX FEES	45,211.79	35,000.00	129.18%
SRO REIMBURSEMENT REVENUES	39,414.66	100,000.00	39.41%
STATE TURNBACK	51,456.09	95,000.00	54.16%

Revenue \$3,570,244.76 \$5,129,984.82

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
ADMINISTRATIVE DEPT			
Expenses			
ADDITIONAL SERVICES EXPENSE	138,596.03	190,000.00	72.95%
ADVERTISING EXPENSE	1,284.88	6,000.00	21.41%
BANK CHARGE	1,385.54	0.00	0.00%
BUILDING MAINT & CLEANING	21,695.90	35,000.00	61.99%
CREDIT CARD FEE EXPENSE	0.00	1,000.00	0.00%
ELECTION EXPENSES	0.00	5,000.00	0.00%
ENGINEERING FEES	66,347.95	200,000.00	33.17%
INSURANCES EXPENSE	0.00	75,000.00	0.00%
LEGAL FEES	3,801.80	10,000.00	38.02%
MATERIALS & SUPPLIES EXPENSE	12,190.46	17,000.00	71.71%
MISCELLANEOUS EXPENSE	404,093.41	2,000.00	20,204.67%
NEW EQUIPMENT PURCHASE	11,455.41	25,000.00	45.82%
PAYROLL EXP - CITY ATTRNY	32,614.80	65,000.00	50.18%
PAYROLL EXP - ELECTED OFFICIAL	67,648.57	132,000.00	51.25%
PAYROLL EXP - REGULAR	121,828.73	243,000.00	50.14%
PLANNING COMMISSION	10,454.70	21,000.00	49.78%
POSTAGE EXPENSE	567.47	2,000.00	28.37%
PROFESSIONAL SERVICES	28,402.00	10,000.00	284.02%
REPAIR & MAINT - BUILDING	109.75	2,500.00	4.39%
REPAIR & MAINT - OFFICE EQUIP	2,088.80	4,000.00	52.22%
SERVICE CHARGES	0.00	1,000.00	0.00%
TECHNICAL SUPPORT	18,530.80	40,000.00	46.33%
TELECOMMUNICATION EXPENSES	2,149.92	12,000.00	17.92%
TRAVEL, TRAINING & MEETINGS	9,840.07	20,000.00	49.20%
UTILITIES EXPENSES	43,477.68	70,000.00	62.11%
Expenses	\$998,564.67	\$1,188,500.00	

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
ANIMAL CONTROL DEPT			
Expenses			
FUEL EXPENSES	697.94	2,000.00	34.90%
MATERIALS & SUPPLIES EXPENSE	1,258.54	1,100.00	114.41%
PAYROLL EXP - REGULAR	32,927.47	67,000.00	49.15%
PROFESSIONAL SERVICES	7,140.00	15,000.00	47.60%
REPAIR & MAINT - AUTOMOBILES	39.55	1,500.00	2.64%
REPAIR & MAINT - EQUIPMENT	0.00	500.00	0.00%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	65.90	500.00	13.18%
Expenses	\$42,129.40	\$88,100.00	

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
BUILDING PERMIT DEPT			
Expenses			
FUEL EXPENSES	2,293.50	6,000.00	38.23%
NEW EQUIPMENT PURCHASE	383.03	0.00	0.00%
PAYROLL EXP - REGULAR	75,900.49	159,800.00	47.50%
REPAIR & MAINT - AUTOMOBILES	1,468.28	2,000.00	73.41%
TRAVEL, TRAINING & MEETINGS	4,002.88	5,000.00	80.06%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
Expenses	\$84,048.18	\$173,800.00	

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
FIRE DEPT			
Expenses			
ADVERTISING EXPENSE	2,034.83	1,000.00	203.48%
BUILDING MAINT & CLEANING	16,172.00	0.00	0.00%
FUEL EXPENSES	6,061.75	7,800.00	77.71%
HAZMAT EXPENSES	2,270.12	2,400.00	94.59%
MATERIALS & SUPPLIES EXPENSE	4,141.31	9,500.00	43.59%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	65,000.00	0.00%
PAYROLL EXP - REGULAR	433,058.41	880,350.00	49.19%
PROFESSIONAL SERVICES	4,631.00	5,000.00	92.62%
REPAIR & MAINT - BUILDING	84,659.62	18,200.00	465.16%
REPAIR & MAINT - EQUIPMENT	1,606.84	10,000.00	16.07%
REPAIR & MAINT - TRUCK	5,143.41	10,500.00	48.98%
TRAVEL, TRAINING & MEETINGS	4,283.79	18,000.00	23.80%
UNIFORMS/GEAR EXPENSE	13,819.01	15,700.00	88.02%
Expenses	\$577,882.09	\$1,043,950.00	

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
LAW ENFORCE - COURT			
Expenses			
MATERIALS & SUPPLIES EXPENSE	436.04	3,000.00	14.53%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	3,000.00	0.00%
PAYROLL EXP - REGULAR	39,200.48	89,726.99	43.69%
POSTAGE EXPENSE	65.12	1,800.00	3.62%
PROSECUTING ATTORNEY	9,000.00	18,000.00	50.00%
REPAIR & MAINT - OFFICE EQUIP	0.00	500.00	0.00%
SPECIAL COURT COSTS	0.00	7,500.00	0.00%
TRAVEL, TRAINING & MEETINGS	150.00	6,000.00	2.50%
Expenses	\$48,851.64	\$129,926.99	

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
LAW ENFORCE - POLICE			
Expenses			
ADVERTISING EXPENSE	0.00	100.00	0.00%
BREATHALYZER EXPENSES	294.27	700.00	42.04%
DRUG TASK FORCE	1,500.00	2,000.00	75.00%
FUEL EXPENSES	21,846.52	65,000.00	33.61%
MATERIALS & SUPPLIES EXPENSE	12,360.76	60,000.00	20.60%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	81,000.00	0.00%
Off Duty Police Pay	2,077.75	4,000.00	51.94%
PAYROLL EXP - REGULAR	689,267.36	1,552,930.00	44.38%
PAYROLL EXP - SRO	71,528.60	160,930.00	44.45%
REPAIR & MAINT - AUTOMOBILES	16,773.73	25,000.00	67.09%
REPAIR & MAINT - EQUIPMENT	0.00	3,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	1,517.20	7,000.00	21.67%
UNIFORMS/GEAR EXPENSE	5,649.61	15,000.00	37.66%
Expenses	\$822,815.80	\$1,977,160.00	

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

	<u>Year-to-Date</u>	<u>Annual Budget</u>	<u>Jan 2022</u>
	<u>Jan 2022</u>	<u>Jan 2022</u>	<u>Dec 2022</u>
	<u>Jun 2022</u>	<u>Dec 2022</u>	<u>Percent of</u>
	<u>Actual</u>		<u>Budget</u>
LIBRARY			
Expenses			
LIBRARY TRANSFER	57,000.00	57,000.00	100.00%
Expenses	\$57,000.00	\$57,000.00	

7/6/2022

GENERAL FUND

9:22 AM

Statement of Revenue and Expenditures

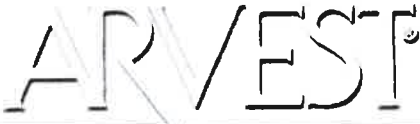
	Year-To-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
PARKS DEPT			
Expenses			
CAPITAL IMPROVEMENT	0.00	125,000.00	0.00%
ENGINEERING FEES	36,936.00	25,000.00	147.74%
MATERIALS & SUPPLIES EXPENSE	3,634.42	10,000.00	36.34%
MISCELLANEOUS EXPENSE	150.00	0.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	20,000.00	0.00%
PAYROLL EXP - REGULAR	95,881.51	182,297.83	52.60%
PROFESSIONAL SERVICES	0.00	2,500.00	0.00%
REPAIR & MAINT - BUILDING	606.95	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	2,301.37	3,000.00	76.71%
SPORTS PARK MATERIALS	11,878.37	25,000.00	47.51%
SPORTS PARK NEW EQUIP	0.00	10,000.00	0.00%
SPORTS PARK PROF SERV	37,033.22	45,000.00	82.30%
SPORTS PARK REPAIR/MAINT	632.76	2,500.00	25.31%
SPORTS PARK UNIFORMS	375.13	250.00	150.05%
SPORTS PARK UTILITIES	7,905.49	15,000.00	52.70%
UNIFORMS/GEAR EXPENSE	93.93	1,000.00	9.39%
UTILITIES EXPENSES	5,578.71	5,000.00	111.57%
Expenses	\$203,007.86	\$471,547.83	

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2022
	Jan 2022	Jan 2022	Dec 2022
	Jun 2022	Dec 2022	Percent of
	Actual		Budget
Revenue & Expenditures			
Revenue			
GRANTS	24,400.00	0.00	0.00%
INTEREST REVENUES	119.73	1,000.00	11.97%
MISCELLANEOUS REVENUES	0.00	100.00	0.00%
STREET COUNTY TURNBACK	42,952.12	45,000.00	95.45%
STREET STATE TURNBACK	314,485.96	450,000.00	69.89%
TRANSFER INCOME	0.00	389,342.02	0.00%
Revenue	\$381,957.81	\$885,442.02	
Expenses			
ADVERTISING EXPENSE	0.00	1,000.00	0.00%
ENGINEERING FEES	9,412.33	30,000.00	31.37%
FUEL EXPENSES	4,211.00	12,500.00	33.69%
MATERIALS & SUPPLIES EXPENSE	9,715.11	15,000.00	64.77%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	2,220.24	125,000.00	1.78%
PAYROLL EXP - REGULAR	104,222.99	219,342.02	47.52%
PROFESSIONAL SERVICES	1,721.36	2,000.00	86.07%
REPAIR & MAINT - BUILDING	6,872.00	2,000.00	343.60%
REPAIR & MAINT - EQUIPMENT	2,544.26	10,000.00	25.44%
STREET LIGHTS	32,932.03	150,400.00	21.90%
STREET/ROAD REPAIRS	339,624.50	300,000.00	113.21%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	438.03	2,200.00	19.91%
UTILITIES EXPENSES	11,314.92	15,000.00	75.43%
Expenses	\$525,228.77	\$885,442.02	

LIBRARY FUND
Statement of Revenue and Expenditures

	Current Period Jan 2022 Jun 2022 Actual	Annual Budget Jan 2022 Dec 2022	Jan 2022 Dec 2022 Percent of Budget
Revenue & Expenditures			
Revenue			
Donations	839.50	0.00	0.00%
FINES & COSTS	25.00	0.00	0.00%
FINES/LOST ITEMS	1,495.35	2,000.00	74.77%
INTEREST REVENUES	20.37	0.00	0.00%
TRANS FROM GENERAL FUND	57,000.00	57,000.00	100.00%
WASHINGTON CO LIBRARY	136,494.00	216,994.00	62.90%
Revenue	\$195,874.22	\$275,994.00	
Expenses			
ADVERTISING EXPENSE	119.99	1,000.00	12.00%
BOOKS AND MEDIA	20,009.15	32,000.00	62.53%
BUILDING MAINT & CLEANING		4,800.00	0.00%
GRANT EXPENSE	3,054.24	0.00	0.00%
MATERIALS & SUPPLIES EXPENSE	20,137.44	14,694.00	137.05%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE	2,381.56	7,000.00	34.02%
PAYROLL EXP - REGULAR	94,459.80	200,700.00	47.07%
POSTAGE EXPENSE	26.30	300.00	8.77%
PROGRAMS EXPENSE	3,050.00	4,000.00	76.25%
REPAIR & MAINT - BUILDING	1,567.09	0.00	0.00%
TECHNICAL SUPPORT	3,952.00	7,000.00	56.46%
TRAVEL, TRAINING & MEETINGS	370.00	1,000.00	37.00%
UTILITIES EXPENSES	1,539.46	3,000.00	51.32%
Expenses	\$150,667.03	\$275,994.00	



Online Printable Version

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

Account Portfolio as of Wednesday, 07/06/2022 09:49:23 AM

Account Display	
<input checked="" type="radio"/> Display By Account Type	<input type="radio"/> Sort By Account Number
<input type="radio"/> Display By Asset/Liability	<input checked="" type="radio"/> Sort By Account Name

Checking Accounts

Account Name	Account Number	Today's Beginning Balance	Available Balance	Collected Balance	Relationship Balance
<u>Adminstration of Justice</u>	xxxxx.	\$4,329.23	\$4,329.23	\$4,329.23	\$0.00
<u>ARPA Fund</u>	xxxxx:	\$645,937.62	\$645,937.62	\$645,937.62	\$0.00
<u>Catastrophic</u>	xxxxxx	\$137,725.45	\$137,725.45	\$137,725.45	\$0.00
<u>Court Automation</u>	xxxxxx	\$47,710.63	\$47,710.63	\$47,710.63	\$0.00
<u>Court Fines</u>	xxxxxx	\$15,631.79	\$16,991.79	\$16,991.79	\$0.00
<u>Debt Service</u>	xxxxx>	\$4,441.98	\$4,441.98	\$4,441.98	\$0.00
<u>General Fund Checking</u>	xxxxxx	\$2,196,895.81	\$1,806,558.68	\$1,806,558.68	\$0.00
<u>Library Fund</u>	xxxxxx	\$135,242.80	\$135,242.80	\$135,242.80	\$0.00
<u>Money Market</u>	xxxxxx	\$2,211,908.40	\$2,211,908.40	\$2,211,908.40	\$0.00
<u>Payroll Account</u>	xxxxx	\$60,662.13	\$58,155.02	\$58,155.02	\$0.00
<u>Street Fund</u>	xxxxxx	\$538,717.90	\$928,059.92	\$928,059.92	\$0.00
Totals		\$5,999,203.74	\$5,997,061.52	\$5,997,061.52	

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P.O. Box 1009
Searcy, AR 72145

Statement Date

06/30/22

Account Number

Page 1 of 3

1 CYCLE-019

CITY OF FARMINGTON
PO BOX 150
FARMINGTON AR 72730-0150



Monthly Statement Summary

CHECKING ACCOUNT

NEG RATE MM INV PF

ACCOUNT NUMBER

PREVIOUS STATEMENT BALANCE AS OF 05/31/22

\$3,658,918.34

PLUS 2 DEPOSITS AND OTHER CREDITS

\$401,144.62

LESS 0 CHECKS AND OTHER DEBITS

\$0.00

CURRENT STATEMENT BALANCE AS OF 06/30/22

\$4,060,062.96

NUMBER OF DAYS IN THIS STATEMENT PERIOD

30

Checking Account Transactions

Date	Description	Debits	Credits
06/06	DEPOSIT		\$400,000.00
06/30	INTEREST PAYMENT		\$1,144.62

Balance By Date

05/31 | \$3,658,918.34 06/06 | \$4,058,918.34 06/30 | \$4,060,062.96

Agenda Item 10

(remove from inventory)



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

MEMO

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

From: William Hellard Chief
Re: REMOVAL OF UNIT
Date: 7/1/22

Recommendation

We are requesting the removal of 2014 Chevy Tahoe 1GNSK2E04ER205001 from inventory, as of 8/1/22.

Background

This unit is being replaced with a 2022 Dodge Ram 1500 pickup truck. The Chevy Tahoe is being traded into the dealership.

Discussion

This unit will be traded in to reduce the cost of the new Dodge Ram 1500 pickup. Cost of the Dodge Ram 1500 pickup with the emergency lighting package is \$45888.30. Estimated trade in for the Tahoe is \$13,000. Net cost of the vehicle to the City will be \$32,888.30.

Agenda Item 11

ORDINANCE NO. 2022-11

AN ORDINANCE TO VACATE THE UNUSED RIGHT OF WAY LOCATED AT THE CORNER OF HILL STREET AND WEST VINE STREET, FARMINGTON, AR AND FOR OTHER PURPOSES

WHEREAS, a petition was duly filed with the City Council of the City of Farmington, Arkansas on the 10th day of January, 2022 asking the city council to vacate the unused Right of way corner of Hill Street and West Vine Street, which is described as follows, to-wit:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

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

CONTAINING 15,328 SQ FT MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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

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

Section 1. The City of Farmington, Arkansas hereby releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the right of way running from the corner of Hill Street and West Vine Street that is described as follows, to-wit:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

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

CONTAINING 15,328 SQ FT MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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

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

Passed this 13th day of June, 2022.

Approved:

Mayor Ernie Penn

Attest:

Kelly Penn, City Clerk

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

DATE: 5/9/22

UTILITY COMPANY: Black Hills Energy

APPLICANT NAME: Pops Holdings - Mike Thompson APPLICANT PHONE: (409) 290-1916

REQUESTED VACATION (*applicant must check all that apply*):

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

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

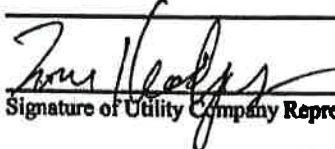
General location / Address Corner of Hill Street + W Vine Street, Farmington, AR
- Please see attached.

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

UTILITY COMPANY COMMENTS:

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

No objections provided the following conditions are met:

 Tron Hodges
Signature of Utility Company Representative
Senior Manager Gas Operations
Title

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

DATE: 5/9/22

UTILITY COMPANY: Swe PCO

APPLICANT NAME: Pops Holdings (Mike Thompson) APPLICANT PHONE: (404) 290-1716

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address Parcel west of 175 W line - please see additional page for legal description


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

UTILITY COMPANY COMMENTS:

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

Please show all building setbacks also as Utility Easement

No objections provided the following conditions are met:


Signature of Utility Company Representative

Engineering Technician, SWEPCO
Title

PROPERTY DESCRIPTION

(WARRANTY DEED RECORDED IN FILE NO. 2022-0002-0035)

NAME STREET, WEST PARCEL FIVE (5) FEET OF EQUAL AND UNIFORM WIDTH OFF THE WEST SIDE OF LOT NUMBERED TWO (2) AND ALL OF LOT NUMBERED ONE (1) IN BLOCK 9, PLAT OF FARMINGTON, ARKANSAS, AS SHOWN UPON THE RECORDED PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: LOT ONE (1); THENCE N89°23'45"E 54.89 FEET TO SETTING CORNER OF SAID NORTH LINE (1); THENCE N89°23'45"E 54.89 FEET TO SETTING CORNER OF SAID NORTH LINE OF SAID LOT TWO (2); SAID POINT BEING 189.24 FT. TO THE NORTH FROM THE NORTHEAST CORNER OF LOT (1); THENCE S00°04'12"E 148.98 FEET TO SETTING CORNER OF SAID SOUTH LINE OF LOT TWO (2); SAID POINT BEING 189.24 FT. TO THE SOUTH FROM THE SOUTHWEST CORNER OF LOT ONE (1); THENCE S89°23'45"W 54.81 FEET TO A SET 1/2" IRON REBAR AT THE SOUTHWEST CORNER OF SAID LOT ONE (1); THENCE N00°10'10"W 150.00 FEET TO SETTING CORNER OF SAID NORTH LINE OF LOT TWO (2); SAID POINT BEING 189.24 FT. TO THE SOUTH FROM THE SOUTHWEST CORNER OF SAID LOT ONE (1); THENCE S89°23'45"E 16.86 TO THE POINT OF BEGINNING, CONTAINING 0.084 ACRES OF LAND, MORE OR LESS.

ROAD AREA DESCRIPTIONS:

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 28, TOWNSHIP 19 NORTH, RANGE 31 WEST, COUNTY OF WASHINGTON, ARKANSAS, AS SHOWN UPON THE RECORDED PLAT DESCRIBED AS ROLL OWS BEGINNING AT A POINT 1/2" IRON REBAR AND 1/2" IRON REBAR AT THE NORTHWEST CORNER OF LOT 1, BLOCK 9, AS SHOWN ON THE RECORDED PLAT, RECORDED IN BOOK 4, PAGE 153, THENCE TRAVELING ALONG THE WEST LINE OF SAID LOT ONE (1) TO THE SETTING CORNER OF SAID LOT ONE (1); THENCE N89°23'45"W 14.83 TO THE CENTERLINE OF SAID ROAD; THENCE ALONG SAID CENTERLINE N01°33'01"E 150.11; THENCE ALONG SAID CENTERLINE S89°23'45"E 16.86 TO THE POINT OF BEGINNING, CONTAINING 0.096 ACRES OF LAND, MORE OR LESS.

MISCELLANEOUS NOTES

COMPLETED FIELD WORK MAY 10, 2022

REFERENCE TO PLAT NO. 2023-0000435 (WARRANTY DEED) RECORDED IN FILE NO. 2023-0000435, PLAT OF FARMINGTON, ARKANSAS, RECORDED IN BOOK 4, PAGE 153.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OR ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE PROPERTY: (1) EASEMENTS OR OTHER RIGHTS OR INTERESTS; (2) EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; (3) RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH WOULD DISCLOSE.

BASIS OF BEARING

BEARINGS SHOWN ARE BASED ON GRID NORTH FOR ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83.

LATITUDE = 34°02'27.8747"
 LONGITUDE = -94°10'41.8830"
 CONVERGENCE ANGLE = 971431.45830"

DISTANCES SHOWN ON PLAT ARE UNITS OF GROUND MEASUREMENT.

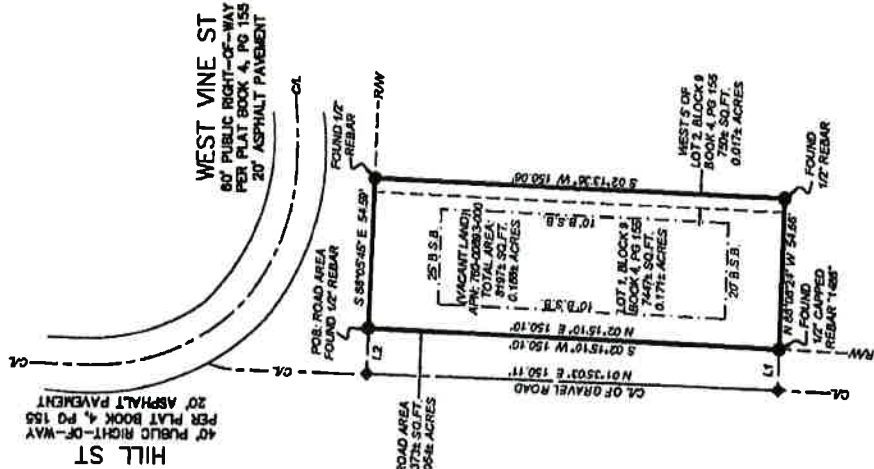
UTILITY NOTES

THE LOCATIONS OF UTILITIES SHOWN HEREON ARE FROM OBSERVED SURVEY DATA AND ARE NOT GUARANTEED. THE SURVEYOR HAS NOT PROVIDED ANY UNDERGROUND UTILITY MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN UTILITIES.

BEFORE CROSSING IN THIS AREA, CALL THE CALL # 811 FOR FIELD LOCATIONS REQUEST FOR GROUND MARKINGS OF UNDERGROUND UTILITIES.

LOT SURVEY

175 W. VINE ST., FARMINGTON,
 COUNTY OF WASHINGTON,
 STATE OF ARKANSAS, 72730



LEGEND & SYMBOLS

FOUND MONUMENT AS NOTED

- COMPUTED POINT
- P.O.B. POINT OF BEGINNING
- R.W. RIGHT-OF-WAY
- C.A. CENTERLINE OF ROAD
- B.S.A. BUILDING SETBACK
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE OF ROAD
- LOT LINE
- BUILDING SETBACK
- EASEMENT LINE

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°23'45" W	14.03'
L2	S 89°23'45" E	18.86'

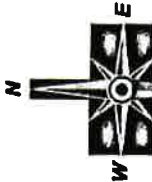
ZONING INFORMATION

ZONING: CITY OF FARMINGTON
 R-2, RESIDENTIAL (SINGLE-FAMILY)

SETBACK REQUIREMENTS:
 FRONT: 2'
 REAR: 20'

LAND AREA

ALL OF LOT 1, BLOCK 9:
 7467 SQ.FT.; 0.1715 ACRES
 WEST 5' OF LOT 2, BLOCK 8:
 7906 SQ.FT.; 0.1812 ACRES
 TOTAL AREA:
 15373 SQ.FT.; 0.3527 ACRES
 ROAD AREA:
 2178 SQ.FT.; 0.0496 ACRES



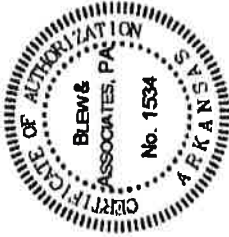
1" = 40'
 GRAPHIC SCALE



I HEREBY CERTIFY THAT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 10TH DAY OF MAY, 2022.



IF THE SIGNATURE OR THIS SEAL IS NOT AN ORIGINAL COPY, IT SHOULD BE ASSIGNED THAT THE COLOR IN WHICH IT WAS PRINTED HAS NOT BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BE AN ORIGINAL SEAL AND SIGNATURE.



3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
 EMAIL: SURVEY@BLEWANDASSOCIATES.COM
 OFFICE: 478.643.6806 - FAX: 478.652.1183
 EMAIL: SURVEY@BLEWANDASSOCIATES.COM

SURVEYOR JOB NUMBER: 22-3037
 SURVEY DRAWN BY: CS - 05/06/2022

SCALE: 1" = 40'

SURVEY REVIEWED BY: TPN
 FOR THE USE AND BENEFIT OF: POPS HOLDINGS, LLC

Agenda Item 12

ORDINANCE NO. 2022-13

AN ORDINANCE TO EXTEND THE MORATORIUM ON REZONING PROPERTY TO MULTI-FAMILY RESIDENTIAL IN THE CITY OF FARMINGTON

WHEREAS, a number of residents have expressed concerns regarding the number of properties that are being rezoned to high density Multi-Family Residential in the City of Farmington; and

WHEREAS, a temporary moratorium on the construction of Multi-Family Residential structures was imposed on July 12, 2021; and

WHEREAS, an extension of the moratorium is necessary for the Farmington Planning Commission to complete the process of reviewing and revising the Farmington Land Use Plan to address the issue.

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

SECTION 1. The Farmington Planning Commission is hereby requested to continue its review of the Land Use Plan to determine appropriate locations for multi-family residential developments at a scale that is compatible with the surrounding neighborhoods and roadway capacity.

SECTION 2. The rezoning of real property in the City of Farmington to Multi-Family Residential is hereby suspended for a period not to exceed 180 days from the date of this ordinance to allow time for the Farmington Planning Commission to review and revise the Land Use Plan to address the locations of future Multi-Family Residential developments in conjunction with Single-Family Residential developments, while providing for a variety of housing types appropriate to the size and income of all households living in the City of Farmington.

SECTION 3. All other ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. EMERGENCY CLAUSE: That the City Council of the City of Farmington, Arkansas further determines that this ordinance is necessary to protect the health, safety and welfare of the inhabitants of the City adequately and properly; therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 11th day of July 2022.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

By: _____
Kelly Penn, City Clerk

Agenda Item 13



PROFESSIONAL SERVICES AGREEMENT – SINGLE PROJECT ENGINEER-OWNER AGREEMENT

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

OWNER requires professional engineering services in connection with the Creekside Park Trail Connection Phase 2, Final Design (the Project). Therefore, OWNER and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services shall be undertaken only upon written Authorization of OWNER and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional design services as described in Exhibit A – Scope of Basic Services, incorporated herein by reference.

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others of types described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

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

3.1.1 Grant and Loan Assistance

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

3.1.2 Financial Consultation

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

3.1.3 Property Procurement Assistance

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

3.1.4 Administrative Assistance

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

3.1.5 Obtaining Services of Others

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

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

3.1.7 Miscellaneous Studies

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

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where the ENGINEER is party thereto.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

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

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.

4.3 Furnish ENGINEER services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.

4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.

4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.11 If ENGINEER'S standard bidding requirements, Agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.

4.12 ENGINEER makes no warranty, express or implied, that its design is free of errors or omissions. In no event shall ENGINEER be responsible for direct costs that OWNER would have incurred but for the ENGINEER's act, error or omission.

4.13 Prior to commencement of the services, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Compensation. OWNER shall pay ENGINEER for services rendered and reimbursable expenses a lump sum amount of **\$106,700 (One Hundred & Six Thousand, Seven Hundred Dollars)**.

6.2 Statements

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

6.3 Payments

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

6.4 Taxes

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

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

7.1.2. Construction Contractors shall be required to provide (or OWNER may provide) Owners' Protective Liability Insurance naming the OWNER as a Named Insured and the ENGINEER as an additional insured, or, to endorse OWNER and ENGINEER using ISO Form GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction Contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of ENGINEER in Section 7.1.1, above. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2 The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to Project completion. OWNER'S failure to properly operate and maintain the Project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

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

7.3 Cost Opinions and Projections

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

7.4 Changes

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

7.5 Suspension of Services

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

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the Terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by ENGINEER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

7.7 Delays

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

7.8 Legal Fees and Expenses

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

7.9 Rights and Benefits

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

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No arbitration may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Section 7.10. If timely Notice is given under Paragraph 7.10.3, but an arbitration is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and the Mayor of the OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Harrison, Arkansas unless the parties mutually agree on another location.

7.10.6 Arbitration:

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

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

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

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

7.13 Indemnification for Pollution Related Claims

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

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

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If this Project involves construction, and ENGINEER does not provide engineering services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

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

7.16 Reuse of Documents

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

7.17 Electronic Media

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

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

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

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

7.18 Notices

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

OWNER'S address:

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

ENGINEER'S address:

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

7.19 Successor and Assigns

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

7.20 Controlling Law

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

7.21 Entire Agreement

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

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

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under this Agreement. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

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

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

OWNER: City of Farmington, Arkansas

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By: _____

Name: Ernie Penn

Name: Steven Beam, P.E.

Title: Mayor

Title: Business Manager



EXHIBIT A SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Farmington would like to progress to the Final Design stage of the Creekside Trail project. During the Preliminary Design stage, alignments were investigated, and Master Park planning was completed to gather appropriate information to be submitted to multiple funding agencies. This funding process will continue through Final Design. Final Design will include all scope items below that pertain to the preparation of all design documents to be used by a qualified contractor, to build the Creekside Trail, beginning at Broyles Avenue and continuing to the Fayetteville city limits (See Exhibit A1). Construction Observation will also be included within this scope to provide required project updates to Grant representatives throughout the construction duration.

TASKS

1. Data Collection (Topographic Survey):
 - a. Supplemental Survey for Trail and Parking Lot (See Exhibit A2)
 - i. To avoid impacts to residential property at the corner of Rob Street and Christy Lane, additional survey shots are needed outside of the previous survey limits.
 - ii. The Trailhead parking lot was added into the scope of the project during the trail planning phase and existing elevations are required to complete final design.
2. Final Trail Design
 - a. Final Plan Production
 - b. Cross Section creation, including surface modifications
 - c. Quality Assurance and Quality Control
 - i. Burns & McDonnell utilizes a two-step verification process that requires every design to be checked by the engineer of record and then also by a neutral designer, not associated with the project.
 - d. Quantities & Construction Estimate (Opinion of Probable Cost)
 - i. Similar to the Planning phase, quantities will be refined as design progresses and final estimates will be created based on the new quantities. Industry unit prices will be obtained from recent bids for similar scoped projects in Northwest Arkansas to be used in the Engineer's Opinion of Probable Cost.
 - e. Drainage Design & Drainage Memo
 - i. Final drainage design for storm system extension from Rob Street and the channel modifications near Alberta Street
 - ii. Drainage Memo will be compiled to document this information.
 - f. Project Administration, Project Manual & Specifications
3. Regulatory Coordination
 - a. ARDOT Transportation Alternatives Program (TAP) Grant Coordination
 - b. City of Farmington- Large Scale Development Submittal
 - c. SWPPP/SHPO/Environmental Screening Clearance
 - i. Includes Environmental Screening Clearance memo.
 - ii. Does not include Endangered Wildlife Field Assessments.
 - iii. Does not include wetland mapping.
4. Construction Observation
 - a. Construction Observation assumed 9 hours a week.
 - b. Construction Reports for TAP compliance, assumed 1 hour a week.

TIME OF SERVICE

ENGINEER will proceed with providing the services set forth herein immediately upon execution of the Agreement. Tasks 1-3 will be completed within 160 days of execution of the Agreement. Task 4 will continue through construction and will be contingent on the construction contract agreed upon between City of Farmington and the selected contractor.

Creekside Trail & Parking Lot
 City of Farmington
 Final Design & Construction Inspection
 June 30, 2022

EXHIBIT B - LABOR ESTIMATE BY TASK

Scope of Services	Staffing Levels								Labor Total
	Associate		Senior		Staff		Assistant		
	16	15	14	13	12	11	10	9	
TASK 1: DATA COLLECTION (SURVEY)									10
Supplemental Survey for Trail and Parking Lot					2				2
Survey Coordination					4			4	8
Subconsultant- Sand Creek Land Surveying									\$1,500
								Task Total	\$3,102
TASK 2: FINAL TRAIL DESIGN									336
Final Plan Production					8			120	128
Cross Sections					2			70	72
QAQC		4			8			16	28
Quantities/Construction Estimate (OPC)					16				16
Drainage Design								24	24
Drainage Memo					4				4
Project Administration							24		24
Easement Acquisitions					16			0	16
Project Manual & Specifications					24				24
								Task Total	\$49,220
TASK 3: REGULATORY COORDINATION									40
ARDOT TAP Grant Coordination					16				16
City of Farmington- Large Scale Development					8				8
SWPPP/SHPO/Preliminary Environmental					16				16
								Task Total	\$7,080
TASK 4: CONSTRUCTION ADMINISTRATION									320
Construction Administration							288		288
ARDOT TAP Construction Reports							32		32
								Task Total	\$47,040
Total hours									
	0	4	0	0	124	0	344	234	706

FINAL DESIGN/BIDDING	\$59,403
CONSTRUCTION ADMINISTRATION	\$47,040
EXPENSES	\$160
TOTAL	\$106,700

Informational Items



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

City Business Manager Report
July 2022
City Council Meeting

- This month Michael Thompson (21) has a work anniversary, thank him for his service!
- We've been working with regional planning to update our portion of the regional trail plan. Once we have more information we will report to you.
- We meet with ArDot, WWA, and Garver tomorrow, Thursday July 7th. We may have an update on our progress at the Council meeting Monday.
- We completed applications for both ArDot and NWARPC TAP Grants. If we receive these grants the money will go towards our trail project. Awards should be announced later in the summer.
- We have had Text My Gov for sometime now, LeAnn has recently done some training on it and we have rebooted it. It's easy to use! Sign up!!
- We will be receiving our second deposit of ARPA funds this month. The amount should be similar to last year, some where close to \$766,573.62.
- Certified law enforcement officers will get a \$5,000 salary stipend this year, thanks to a Senate bill approved by the Arkansas legislature. To qualify for the stipend, officers must have completed a basic training program approved by the Arkansas Commission on Law Enforcement Standards and Training. They must work at least 24 hours a week. Under Senate Bill 103, the stipends will go to officers employed as of July 1. If they are hired after July 1 they can still qualify if they are hired before January 31, 2023. Chief Hubbard is preparing all the paperwork, once his roster is approved, DF&A will send us a check. The amount will include the City's contribution to social security and Medicare.

"Technology is nothing. What's important is that you have a faith in people, that they're basically good and smart, and if you give them tools, they'll do wonderful things with them."
~Steve Jobs

WASHINGTON COUNTY DISTRICT COURT FARMINGTON DEPARTMENT MONTHLY DISTRIBUTION WORKSHEET JUNE 2022

ADMIN OF JUSTICE FUND	Check 1	Dept. of Finance and Administration	Total for Check 1	\$ 981.63	Chk# 2211
	Check 2	General Fund	Total for Check 2	\$ 1,814.85	Chk# 2212
	Check 3	Washington County Treasurer (Act 1256)	Total for Check 3	\$ 1,532.75	Chk# 2213
Total Checks Admin of Justice					\$4,329.23

COURT COST & FINE	Check 4	Administration of Justice Fund				
		CCCR- Court Cost-Criminal	\$	776.00		
		CCCRO-CourtCost Criminal Ordinance	\$	25.00		
		CCDWI-Court Cost DWI	\$	545.00		
		CCTR- Court Cost-Traffic	\$	1,403.23		
		CCTRO- Court Cost-Traffic Ordinance	\$	1,415.00		
		CCFTPI - Court Cost Insurance	\$	165.00		
				Total for Check 4	Chk# 3807	\$4,329.23

COURT COST & FINE	Check 5	General Fund			
		FINE- Fines Collected	\$	5,624.00	
		WF - Warrant Fee	\$	110.00	
		FTPRFL-FTPR+60 Days Fines-Local	\$	285.00	
		NLIFL-No Liability Ins. Fines-Local	\$	280.00	
		FTPIPFL- Failure to present Ins Proof 20% Local	\$	5.00	
		FTPRLOC-Fines Local	\$	20.00	
				Total for Check 5	Chk# 3808

COURT COST & FINE	Check 6	Court Automation Fund			
		CFEE-Local Court Automation	\$	797.50	
			Total for Check 6	Chk# 3809	\$797.50

COURT COST & FINE	Check 7	Department of Finance & Administration			
		CFEES - State Court Automation Fee	\$	812.77	
		CVCFRD - Child Victim Crime Fee -Reckless Driving	\$	5.00	
		DCSAF - Drug Crime Special Assess Fee	\$	135.00	
		DVPPF - Domestic Violence Peace Fund Fee	\$	15.00	
		DVSFF - Domestic Violence Shelter Fund Fee	\$	40.00	
		NIFS - New Installment Fee - State	\$	1,613.50	
				Total for Check 7	Chk# 3810

COURT COST & FINE	Check 8	Arkansas State Treasury			
		FTPIPFS - Arkansas First Responder Fund 80%	\$	20.00	
		MVLF- Motor Vehicle Liability Fine	\$	30.00	
			Total for Check 8	Chk# 3811	\$50.00

COURT COST & FINE	Check 9	Washington County Treasurer			
		JBAF - Jail Booking and Admin Fee	\$	20.00	
		CJF - County Jail Fee	\$	1,009.00	
			Total for Check 9	Chk# 3812	\$1,029.00

COURT COST & FINE	Check 10	RF - Restitution Fee			
		Amanda Leigh Hoskins /Kimberly Meyer CR-19-873	\$	15.00	
			Total for Check 10	Chk# 3813	\$15.00

COURT COST & FINE	Check 11	RDP - Refund Due Payer			
		Harlan Bolstad- TR-22-65	\$	10.00	
			Total for Check 11	Chk# 3814	\$10.00

Monthly Total	\$15,176.00
Year to Date	\$115,458.37

Ernie Penn 7-1-2022
 Ernie Penn, Mayor Date

Kim Bentley 7/01/2022
 Kim Bentley, Chief Court Clerk Date

Graham Nations, District Judge Date

Fire Department



July 2022 Monthly Report for the Mayor and City Council

Information:

Farmington Fire Crews read to children at the Farmington Library.

Tyler Dunavin and Dylan Dollarhide completed their two week orientation. Dylan will begin EMT school this month. Both firefighters will attend the Northwest Arkansas Fire Academy in August.

The Fire Department has had 84 overlapping calls this year. This is 16% of our call volume. 14 of these calls occurred in the month of June.

Farmington Fire Department

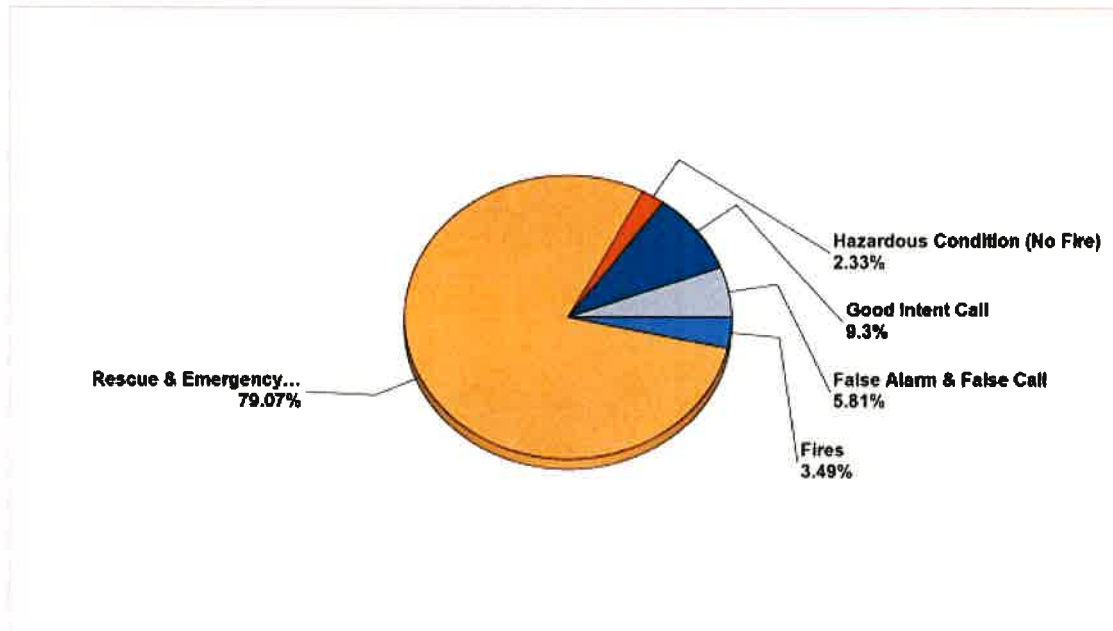
Farmington, AR

This report was generated on 7/5/2022 8:32:21 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2022 | End Date: 06/30/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	3.49%
Rescue & Emergency Medical Service	68	79.07%
Hazardous Condition (No Fire)	2	2.33%
Good Intent Call	8	9.3%
False Alarm & False Call	5	5.81%
TOTAL	86	100%



Fire Department

Farmington Fire Department

Farmington, AR

This report was generated on 7/5/2022 8:30:26 AM



Code Hours Summary per Training Code For Date Range

Training Code(s): All Training Codes | Start Date: 06/01/2022 | End Date: 06/30/2022

Total Training Hours By Code	
Total Hours for Training Code:Apparatus Driving Simulator	29:00
Total Hours for Training Code:Apparatus Operator: Pumper	4:30
Total Hours for Training Code:Apparatus Operator: Pumper Skills	4:30
Total Hours for Training Code:Budgeting and Organizational Change	8:00
Total Hours for Training Code:Building Constructions	4:00
Total Hours for Training Code:Care of Apparatus and Equipment	83:00
Total Hours for Training Code:EMS CEU'S	30:00
Total Hours for Training Code:Extrication Refresher Training	29:30
Total Hours for Training Code:Fire Attack	6:00
Total Hours for Training Code:Fire Ground Health and Safety	106:30
Total Hours for Training Code:Fire Inspections	12:00
Total Hours for Training Code:Fire Pumps	12:00
Total Hours for Training Code:Fire Streams	4:00
Total Hours for Training Code:Firefighting Tactics	10:30
Total Hours for Training Code:Firefighting Tools	9:00
Total Hours for Training Code:Hazmat Refresher	10:00
Total Hours for Training Code:Hose Practices	10:00
Total Hours for Training Code:ICS 300	4:00
Total Hours for Training Code:Ladder Practices	14:00
Total Hours for Training Code:Leading the Fire Company	1:00
Total Hours for Training Code:Management Concepts	4:00
Total Hours for Training Code:Managing Incidents	1:00
Total Hours for Training Code:Map and Territory Study	19:00
Total Hours for Training Code:Monitoring Equipment	7:00
Total Hours for Training Code:Mutual Aid Training	6:00
Total Hours for Training Code:Nozzels and Appliances	3:00
Total Hours for Training Code:Radio Communications	19:00
Total Hours for Training Code:Required Recruit Training	260:00
Total Hours for Training Code:RT: Rope I Course	80:00
Total Hours for Training Code:RT: Swiftwater Course	3:00
Total Hours for Training Code:RT: Vehicle & Machinery Extrication Course	15:00
Total Hours for Training Code:Rules and Regulations	0:05
Total Hours for Training Code:Salvage and Overhaul	6:00
Total Hours for Training Code:SCBA	77:00
Total Hours for Training Code:Sprinklers and Standpipes	5:00

Displays the total training hours per for each of the selected Training Codes. NOTE that this report only applies to accounts that are set to Track Hours by Training Code. Archived Training Codes are not included in this report. This report also includes hours for non-agency Personnel. This report pulls training hours from the Training Code Hours field on the Info Page.

EMERGENCY REPORTING
 emergencyreporting.com
 Doc Id: 1623
 Page # 1 of 2

Total Hours for Training Code:Water Supply		3:00
Totals for all selected Training Codes 6/1/2022 - 6/30/2022	24 personnel	902:30

JUNE	Citation	Warning	Warrant	Total
Bertorello - James	2	0	0	2
Bocchino - Justin	5	0	0	5
Burnett - Nicholas	0	2	0	2
Cavin - James	4	0	0	4
Collins - John	0	1	0	1
Cooper - Jason	38	0	4	42
Howerton - Joshua	18	8	0	26
James - Jacob	5	2	1	8
Long - Dustin	4	6	0	10
Mahone - Taron	20	4	0	24
Talley - Taylor	5	19	0	24
Virgin - Billie	0	0	3	3
<u>Totals</u>	<u>101</u>	<u>42</u>	<u>8</u>	<u>151</u>

Farmington Police Dept.

Offenses for Month 6/2021 and 6/2022

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	<u>2021</u>	<u>2022</u>
ACV (DWI (UNLAWFUL ACT))	1	0
BATTERY - 3RD DEGREE / RECKLESSLY CAUSES INJURY	0	1
Breaking or Entering/Vehicle	0	1
BURGLARY, RESIDENTIAL	0	1
CARELESS DRIVING	1	1
CONTEMPT	25	23
Contributing to the delinquency of a Minor/aids, causes or encourages	1	0
CRIMINAL MISCHIEF - 1ST DEGREE PROPERTY OF ANOTHER VALUE \$500 OR LESS	1	0
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER VALUE \$500 OR MORE	1	0
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OVER \$1000 BUT \$5,000 OR LESS	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS	1	0
DISORDERLY CONDUCT / CREATES HAZARDOUS OR PHYSICALLY OFFENSIVE CONDITION	1	0
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY	0	1
DRIVING ON SUSPENDED LICENSE	1	1
DWI (UNLAWFUL ACT)	0	2
DWI (UNLAWFUL ACT)	3	3
DWI - DRUGS (UNLAWFUL ACT)	1	3
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION	1	0
Expired Tags	1	2
FAILURE TO APPEAR		

	<u>2021</u>	<u>2022</u>
FAILURE TO PAY FINES & COSTS	26	27
	2	0
Failure to Pay Registration/No Vehicle License	0	1
Fictitious Tags	0	1
FORGERY	1	0
FRAUD - FINANCIAL IDENTITY	1	0
Ignition Interlock Devices Violation	0	1
Improper Lane Change/Use	0	1
Improper Turn	0	1
INATTENTIVE DRIVING	0	1
Kidnapping	1	0
Leaving Scene of Accident/Property Damage	1	0
Left of Center	0	1
LOST AND FOUND	1	0
MISSING PERSON	1	0
No Proof Insurance	1	3
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER	1	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA	0	1
POSSESSION OF DRUG PARAPHERNALIA	4	1
POSSESSION OF FIREARM BY CERTAIN PERSONS	1	1
PUBLIC INTOXICATION / DRINKING IN PUBLIC	2	1
RUNAWAY	0	2
SEXUAL ASSAULT 4th	0	1

SHOPLIFTING \$1,000 OR LESS

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7/5/2022 7:34:52 AM

	<u>2021</u>	<u>2022</u>
THEFT \$1,000 OR LESS - ALL OTHERS	0	1
THEFT \$1,000 OR LESS - VEHICLE PARTS AND ACCESSORIES	0	1
THEFT BY DECEPTION	0	1
THEFT BY RECEIVING \$1,000 OR LESS	1	1
THEFT BY RECEIVING - CREDIT/DEBIT CARDS OR ACCOUNT NUMBER	0	1
THEFT BY RECEIVING LESS THAN \$25,000 BUT GREATER THAN \$5000	0	1
THEFT BY RECEIVING LESS THAN \$5,000 BUT GREATER THAN \$1000	1	0
THEFT OF PROPERTY / ALL OTHER	0	1
THEFT OF PROPERTY CREDIT/DEBIT CARDS	0	2
THEFT OF VEHICLE VALUED AT \$25,000 OR MORE	1	0
THEFT OF VEHICLE VALUED AT \$5,000 OR LESS BUT GREATER THAN \$1,000	1	0
UNATTENDED DEATH/NATURAL CAUSES	1	0
VIOLATION OF DRIVER'S LICENSE RESTRICTION	1	1
VIOLATION OF IMPLIED CONSENT	0	1
	0	3
Totals:	88	99



Permit Report

6/1/2022 - 6/30/2022

Permit #	Permit Date	Site Address	Permit Type	Type of Work	Description of Work	Contractor	Material & Labor	Total Fees
6455	6/30/2022	117 Wesley Stevens	Building	Addition	Enclosing Porch	Golden Key Construction	10,000	\$60.00
6454	6/30/2022	518 Briarwood	Mechanical	New	HVAC for new house	Doyle's Heating and Air	11,500	\$70.00
6453	6/30/2022	556 Briarwood	Mechanical	New	HVAC for new house	Doyle's Heating and Air	11,500	\$70.00
6452	6/30/2022	531 Briarwood	Mechanical	New	HVAC for new house	Doyle's Heating and Air	11,500	\$70.00
6451	6/30/2022	12029 Delaney	Electric	New	Electric for new house	LM Electric	11,000	\$65.00
6450	6/30/2022	85 Sable	Mechanical	Repair	HVAC change out	Bud Anderson	13,022	\$80.00
6449	6/29/2022	511 Briarwood	Electric	New	Electric for new house	Allison's Electric	13,000	\$75.00
6448	6/28/2022	361 Claybrook	Mechanical	New	HVAC for new home	Paschal Heat and Air	13,654	\$80.00
6447	6/28/2022	506 Briarwood	Mechanical	New	Mechanical	Doyle's Heating and Cooling	9,700	\$60.00
6446	6/28/2022	511 Briarwood	Mechanical	New	HVAC for new house	Doyle's Heating and Cooling	9,700	\$60.00
6445	6/27/2022	381 Emerald	Building	New	New House	Riverwood Homes	455,000	\$1,525.00
6444	6/27/2022	519 Briarwood	Mechanical	New	HVAC for new house	Doyle's Heating and Cooling	11,500	\$70.00
6443	6/27/2022	535 Goose Crossing	Electric	New	Electric for new house	Fast Electric	5,200	\$40.00

6442	6/27/2022	387 Emerald Woods	Electric	New	Electric for new house	Fast Electric	5,500	\$40.00
6441	6/27/2022	96 Double Springs	Electric	New	Electric for new house	A & L Electric	7,000	\$45.00
6440	6/24/2022	309 Emerald Woods	Electric	New	Electric for new house	Electro Craft	8,863	\$55.00
6439	6/24/2022	12478 Hwy 170	Electric	New	Upgrading electric meter	Home owner	300	\$20.00
6438	6/24/2022	12328 Clyde Carnes	Electric	New	Electric for new house	Woods Electric	25,000	\$135.00
6437	6/22/2022	393 Canada	Electric	New	Electric for new house	Fast Electric	10,000	\$60.00
6436	6/22/2022	62 Loveland	Building	Addition	Adding solar panels	Atlantic Key Energy	30,768	\$165.00
6435	6/22/2022	424 Tacoma	Building	Addition	Adding solar panels to roof	Atlantic Key Energy	23,598	\$130.00
6434	6/22/2022	26 Loveland	Electric	New	Electric for new house	R & Jess Electric	6,000	\$40.00
6433	6/21/2022	519 Briarwood	Electric	New	Electric for new house	Allison's Electric	13,000	\$75.00
6432	6/21/2022	531 Briarwood	Electric	New	Electric for new house	Allison's Electric	13,000	\$75.00
6431	6/21/2022	545 Briarwood	Electric	New	Electric for new house	Allison's Electric	13,000	\$75.00
6429	6/21/2022	530 Briarwood	Electric	New	Electric for new house	Allison's Electric	13,000	\$75.00
6428	6/21/2022	582 Briarwood	Electric	New	Electric for new house	Allison's Electric	13,000	\$75.00
6427	6/21/2022	303 Otoe	Electric	Addition	Electric for solar panels	Cavalry Solar Solutions	7,000	\$45.00
6426	6/21/2022	230 Grace Lane	Electric	Addition	Electric for addition	Arnold and Blevins Electric	125,000	\$535.00
6425	6/21/2022	303 Otoe	Building	Addition	Addition of solar panels	Cavalry Solar Solutions	18,754	\$105.00

6424	6/21/2022	315 Cloudy	Electric	New	Electric for duplex	R & Jess Electric LLC	9,000	\$55.00
6423	6/21/2022	322 Broyles	Electric	Addition	Electric for addition	Arnold and Blevins Electric	125,000	\$535.00
6422	6/20/2022	446 Payton Place	Mechanical	New	HVAC for new house	Anderson Heat and Air	16,900	\$95.00
6421	6/20/2022	440 Payton Place	Mechanical	New	HVAC for new house	Anderson Heat and Air	16,900	\$95.00
6420	6/17/2022	11918 Hwy 170	Electric	Repair	Relocating service	Buzz Electric	2,000	\$20.00
6419	6/16/2022	8 Northaven	Pool	New	New Pool	Homeowner	5,000	\$50.00
6418	6/16/2022	12572 Hwy 170	Building	Addition	Addition of ground mounted solar panels	Stitt Energy Systems	43,776	\$230.00
6417	6/15/2022	574 Rheas Mill	Electric	New	Electrical for new house	Billings Electric	20,000	\$110.00
6416	6/15/2022	574 Rheas Mill	Building	New	New House	Trademark Homes	514,000	\$1,628.00
6415	6/15/2022	140 Southwinds	Mechanical	New	HVAC for build out	Anderson Heat and Air	25,850	\$140.00
6413	6/14/2022	541 Rheas Mill	Building	Addition	Addition of solar panels	Marc Jones Construction	21,312	
6412	6/14/2022	278 Pine Meadow	Mechanical	Repair	HVAC changeout	Kimbel Services	8,000	\$50.00
6411	6/14/2022	349 Taverner Crossing	Mechanical	New	HVAC for new house	Anderson Heat and Air	7,288	\$50.00
6410	6/13/2022	46 Hawkins	Storage Building	New	Addition to new shop	Schrock Developments LLC	25,000	\$135.00
6409	6/13/2022	96 Double Springs	Plumbing/Gas	New	Plumbing	Jerry's Plumbing	7,200	\$50.00
6408	6/10/2022	81 S Hunter D	Plumbing/Gas	New	Plumbing for new town Home	First Class Plumbing	22,800	\$125.00

6407	6/10/2022	81 S Hunter C	Plumbing/Gas	New	Plumbing for new town Home	First Class Plumbing	45,600	\$240.00
6406	6/10/2022	81 S Hunter B	Plumbing/Gas	New	Plumbing for new town Home	First Class Plumbing	45,600	\$240.00
6405	6/10/2022	81 S Hunter A	Plumbing/Gas	New	Plumbing for new town Home	First Class Plumbing	45,600	\$240.00
6404	6/10/2022	51 Loveland	Building	Addition	Solar Panel addition	Atlantic Key Energy	30,635	\$165.00
6403	6/10/2022	169 W Main	Plumbing/Gas	Addition	RPZ	Edge Plumbing	400	\$20.00
6402	6/10/2022	434 Emerald Woods	Electric	New	Electric for new house	Electro Craft	7,310	\$50.00
6401	6/10/2022	387 Emerald Woods	Building	New	New House	Riverwood Homes	471,000	\$1,573.00
6400	6/8/2022	16 Briarmeadow	Building	New	SOLAR	Blue Raven Solar	20,000	\$110.00
6399	6/7/2022	645 Willis Lane	Electric	New		Atlas Electric LLC	8,000	\$50.00
6398	6/7/2022	11645 Giles Rd	Electric	New			2,000	\$20.00
6397	6/7/2022	434 Emerald Woods	Mechanical	New	HVAC for new house	Morrow Heat & Air	8,000	\$50.00
6395	6/2/2022	12328 Clyde Carnes	Mechanical	New	HVAC for new house		16,000	\$90.00
6394	6/2/2022	441 Emerald woods	Building	New	New House	Riverwood Homes	456,000	\$1,528.00
6393	6/1/2022	571 Briarwood	Electric	New	Electrical for new house	Allison's Electric	13,000	\$75.00
6392	6/1/2022	156 Glen	Plumbing/Gas	Repair	Replace water line	Johnson Plumbing	3,500	\$30.00
								\$11,924.00

Total Records: 61

6/30/2022

Farmington Public Library
Board Meeting Minutes
June 14, 2022

Call to Order – Vice-Chair LaDeana Mullinix called the meeting to order at 6:08 p.m.

Attendees – Linda Morrow, LaDeana Mullinix, Judy Phillips, Anita Sampley, Regina Sherwood, Jill Simpson. Also in attendance – Rachel Sawyer, Librarian.

Agenda – Jill Simpson motioned to approve the agenda and LaDeana Mullinix seconded. Motion carried, 5-0.

Minutes – The minutes from the March 8, 2022 meeting were read and approved without correction.

Reports – Jill Simpson motioned to accept all reports as written and a second by Judy Phillips was approved 5-0.

1. Director's and Children's reports
 - a. Rachel Sawyer reported on trainings attended, electronics recycling project with eSCO Processing and Recycling, and the County CARES Act reimbursement.
 - b. Friends of the Library purchased gift cards/certificates from local businesses for summer program drawings/prizes with proceeds from the Friends Spring Book Sale.
 - c. Summer programs started on June 1 with staff facilitated programming, special performances and educational programs.
2. Statistics report
 - a. Hoopla and Tumblebooks statistics are in the circulation report under eMedia. The Libby collection is acquired by the county.
 - b. In March the early literacy computers were put back into service and volunteer services resumed. Device checkout is currently on hold.
 - c. Rachel Sawyer reported on study room and meeting room statistics. Monthly door count for April was up because of the Friends Spring Book Sale.
3. Financial report
 - a. Rachel Sawyer reported on purchases from All-AV Services, Innerplan Office Interiors and Hertzberg New Method.
 - b. Revenue was down in March due to the county check arriving late.

Landscaping Proposal – Board reviewed Fay-Ark Lawn's revised proposal and discussed flower additions to the bed around the brick sign and weed removal. LaDeana Mullinix motioned to approve the proposal and a second by Anita Sampley was approved 5-0.

Art, Building & Grounds Committee – Rachel Sawyer reported on the appointments of Audrea Danenhauer, Brenda Laney, Susan Snell, Brent Vinson and Gretchen Wilkes. The committee will meet prior to the next board meeting.

Next meeting scheduled for September 13. Linda Morrow motioned to adjourn at 7:10 p.m. and a second by Jill Simpson.


Regina Sherwood, Board President

Library

Circulation and Patron Services

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Total Check Outs	3,646	3,655	3,512	3,601	3,734	5,537						
YTD Check Outs	3,646	7,301	10,813	14,414	18,148	23,685						
Total Check In	1,925	2,056	2,073	2,083	2,077	2,893						
YTD Check In	1,925	3,981	6,054	8,137	10,214	13,107						
Holds Satisfied	484	351	461	366	440	484						
YTD Hold Satisfied	484	835	1,296	1,662	2,102	2,586						
PAC Logins	513	468	479	496	459	514						
YTD PAC Logins	513	981	1,460	1,956	2,415	2,929						
New Cardholders	33	20	25	25	38	62						
YTD New Cardholders	33	53	78	103	141	203						
eMedia Circulation	268	378	399	305	267	247						
YTD eMedia Circulation	268	646	1,045	1,350	1,617	1,864						
2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Total Check Outs	1,811	1,538	1,976	2,034	2,883	4,723	4,208	4,034	3,816	3,883	3,496	3,127
YTD Check Outs	1,811	3,349	5,325	7,359	10,242	14,965	19,173	23,207	27,023	30,906	34,402	37,529
Total Check In	1,273	1,129	1,546	1,257	1,506	2,249	2,701	2,279	2,024	2,202	2,092	1,921
YTD Check In	1,273	2,402	3,948	5,205	6,711	8,960	11,661	13,940	15,964	18,166	20,258	22,179
Holds Satisfied	484	375	654	649	542	653	503	462	465	458	361	355
YTD Hold Satisfied	484	859	1,513	2,162	2,704	3,357	3,860	4,322	4,787	5,245	5,606	5,961
PAC Logins	546	535	707	483	479	600	574	548	493	506	441	395
YTD PAC Logins	546	1,081	1,788	2,271	2,750	3,350	3,924	4,472	4,965	5,471	5,912	6,307
New Cardholders	10	10	11	18	20	32	39	33	26	29	23	20
YTD New Cardholders	10	20	31	49	69	101	140	173	199	228	251	271
eMedia Circulation	169	137	147	128	169	165	187	223	734	228	228	261
YTD eMedia Circulation	169	306	453	581	750	915	1,102	1,325	2,059	2,287	2,515	2,776

Library

Daily Visitors

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2022												
Visits	1,730	1,092	1,460	1,924	1,417	2,514						
YTD Visits	1,730	2,822	4,282	6,206	7,623	10,137						
2021												
Visits	205	156	310	611	840	1,414	1,441	1,340	1,267	1,686	1,111	1,244
YTD Visits	205	361	671	1,282	2,122	3,536	4,977	6,317	7,584	9,270	10,381	11,625

Planning Commission Minutes
June 27, 2022 at 6 PM

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

PRESENT

Gerry Harris, Vice Chair
Chad Ball
Judy Horne
Keith Macedo, late
Howard Carter
Bobby Wilson
Robert Mann, Chair

ABSENT

Jay Moore

City Employees Present: Melissa McCarville, City Business Manager; Rick Bramall, City Building Inspector; Chris Brackett, City Engineer; Fire Chief, Bill Hellard; Mayor Ernie Penn

2. **Approval of Minutes:** Approval of minutes was tabled until next meeting.

3. **Comments from Citizens:**

None

Discussion:

4A. Wagon Wheel West construction plans:

Chris Brackett reminded commissioners that the Commission approved a subdivision plan for Wagon Wheel West at the October 25, 2021 meeting. However, when Chris saw the construction plans in early June he realized ESI had made major changes in street direction. Also, there are knuckle cul-de-sacs that are not allowed by ordinance. Therefore, he felt that this needed to be brought back to the attention of the Commission.

Blake Murray with ESI Engineering stated this was due to alleviating drainage from the detention pond. This will still be connected to Wagon Wheel Crossing/Clyde Carnes. Lots 35 and 42 will have drainage going through it. The houses will be built up by 1.5ft even though it is not officially in the flood plain but still has significant drainage. The previous development showed a drainage pipe connecting to Clyde Carnes and would have been very expensive. This development will have open ditches instead of 8x4 box culverts. Mr. Murray said the POA would have to manage the ditch maintenance. The Commission agreed that this needs to be carefully reviewed again and then have a public hearing at the July meeting.

Jill Toering lives in Twin Falls and noted that the first phase of Wagon Wheel SD has open ditches also. Norm Toering also spoke and thought the developer was wanting to avoid the extra expense of culvert drainage.

4B. Multi-Family Design Standards Review:

The Moratorium on Multi-Family permits will end in July. Mayor Penn will ask the City Council at the July meeting to again renew the Moratorium for another six months. It is believed that the State has not had any changes to a recent state law concerning restricting cities' design standards for single-family residences. However, Steve Tennant will be asked to confirm that the state law hasn't changed, and

that multi-family development is still excluded from design standards restrictions so the Planning Commission can consider minor changes to our ordinance.

Judy Horne showed a variety of MF units with a variety of designs to improve the overall appearance as a starting point to think about any desired changes to the current MF design standards.

4C. Cul-de-sac Ordinance:

Keith Macedo discussed his concern for fire and other emergency service equipment accessibility in subdivisions with very long cul-de-sacs such as the Blue Sky area. He said that eventually, there will be a new subdivision built to the east of Blue Sky. He mentioned Fort Worth, Texas as having very few East/West roads and streets. This is one component of connectivity which the commission will be reviewing. He felt this is absolutely necessary due to the city's rapid growth. The current Ordinance discourages the Commission from approving cul-de-sacs in subdivisions. He felt there must be a valid, good reason why a cul-de-sac should be approved. Also the ordinance needs to be changed regarding how the setbacks in cul-de-sacs are measured.

It was noted that lots of people like to live on a street with a cul-de-sac; also, it sometimes allows developers to have more building lots. Also, when Twin Falls and Blue Sky were developed, they were in the County.

Chad Ball moved to ask City Attorney to modify the ordinance Sec.15.08.02 – Measuring criteria, to reflect the measurement from the building set back rather than the street right-of-way. Included in this motion is to set a public hearing for the July 25 meeting. Keith Macedo seconded the motion and it passed unanimously.

4D. Connectivity Within the City:

Connectivity will be included with the Cul-de-sac Ordinance discussion.

Adjournment: Having no further business, the in-person Planning Commission meeting was adjourned at 7:00 PM.

Judy Horne, Secretary

Robert Mann, Chairman

OZARK REGIONAL TRANSIT
Operating Statistics
May 2022

FIXED ROUTE	May 2022				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
FR Passenger Boardings	15,038	10,798	4,240	39.3%	67,785	57,743	10,042	17.4%
Passengers per Revenue Hour	5.3	4.0	1.2	30.5%	5.2	4.3	0.8	19.6%
Daily Passengers	716	540	176	32.6%	665	572	93	16.2%
ADA Complementary Paratransit	745	815	-70	-8.6%	3,551	3,834	-283	-7.4%
Bike Passengers	401	256	145	56.6%	1,401	1,572	-171	-10.9%
FR Revenue Hours	2,848	2,668	180	6.7%	13,120	13,371	-251	-1.9%
FR Service Hours	3,051	2,845	207	7.3%	14,060	14,251	-191	-1.3%
FR Revenue Miles	43,401	37,714	5,687	15.1%	190,697	186,662	4,035	2.2%
FR Service Miles	48,277	42,174	6,103	14.5%	213,508	208,839	4,669	2.2%
PARATRANSIT	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
PT Passenger Boardings	1,157	1,219	-62	-5.1%	5,162	6,007	-845	-14.1%
Passengers per Revenue Hour	1.5	1.5	0.0	2.2%	1.5	1.5	0.0	0.9%
Daily Passengers	55	61	-6	-9.6%	51	59	-9	-14.9%
PT Revenue Hours	766	825	-59	-7.2%	3,473	4,076	-603	-14.8%
PT Service Hours	873	1,029	-157	-15.2%	4,159	5,135	-976	-19.0%
PT Revenue Miles	9,425	9,711	-286	-3.0%	41,836	46,732	-4,896	-10.5%
PT Service Miles	10,809	12,258	-1,449	-11.8%	50,181	59,671	-9,490	-15.9%
TOTAL	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Paratransit/Fixed Route Passengers	16,195	12,017	4,178	34.8%	72,947	63,750	9,197	14.4%
Daily PT/FR Passengers	771	601	170	28.3%	715	631	84	13.3%
Charter/Shuttle Passengers	313	90	223	247.8%	12,856	213	12,643	5935.7%
Total Passengers	16,508	12,107	4,401	36.4%	85,803	63,963	21,840	34.1%

	May 2022				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	21	20	1	5.0%	102	101	1	1.0%
Revenue Vehicles	33	31	2	6.5%				
Non-Revenue Vehicles	6	6	0	0.0%				
Total Vehicles	39	37	2	5.4%				
Total Miles (All Vehicles)	64,459	59,487	4,972	8.4%	296,442	289,157	7,285	2.5%
Diesel Fuel Consumed	3,387	3,415	-28	-0.8%	18,293	19,051	-759	-4.0%
Gas Consumed	3,938	3,897	41	1.0%	16,396	17,365	-970	-5.6%
Miles Per Gallon	8.8	8.1	0.7	8.2%	8.5	7.9	0.6	7.6%
Road calls	5	3			8	5		
Accidents	0	1			4	5		
Operations (Full Time Equivalent)	40	41	-1	-2.4%				
Maintenance	10	11	-1	-9.1%				
Administration	10	10	0	0.0%				
Total	60	62	-2	-3.2%				
Inbound Calls	5,034				22,223			
Outbound Calls	1,700				8,105			
Total Calls	6,734				30,328			
Average Call Duration	1:54				1:52			

Route Summary - May 2022

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
10-1	21	161.6	3,394	13.0	273.0	175.7	3,689.6	13.5	283.5	186.1	3,908.0
10-2	3	23.7	71	7.0	21.0	71.1	213.4	8.0	24.0	91.3	274.0
20	21	143.6	3,016	13.5	283.5	194.5	4,084.8	14.5	304.5	214.7	4,509.0
61	21	102.9	2,160	13.0	273.0	201.8	4,237.6	13.5	283.5	212.2	4,456.0
62	21	93.5	1,963	13.6	285.3	176.5	3,707.0	14.1	295.8	182.5	3,833.0
63	21	19.4	407	8.0	168.0	149.7	3,143.0	8.0	168.0	149.7	3,143.0
490	21	15.5	325	4.8	99.8	204.1	4,286.0	5.8	120.8	244.1	5,126.0
F1	21	31.2	656	12.5	262.5	155.6	3,266.6	13.0	273.0	166.0	3,485.0
R1	25	30.4	760	11.2	279.5	161.7	4,043.0	12.2	304.5	186.7	4,668.0
R2	25	28.4	711	11.2	279.5	161.7	4,043.0	12.2	304.5	186.7	4,668.0
B1	25	31.2	781	12.5	311.5	161.7	4,042.0	13.8	344.8	192.1	4,802.0
B2	25	31.8	794	12.5	311.3	185.8	4,645.0	13.8	344.6	216.2	5,405.0
Total		713.2	15,038	132.6	2,847.8	1,999.9	43,401.0	142.3	3,051.4	2,228.3	48,277.0

Paratransit Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR - CC	21	10.8	227	5.7	120.4	36.2	759.9	7.4	154.5	38.9	816.0
PT1	21	9.2	194	7.0	146.9	96.7	2,030.6	7.3	153.0	107.7	2,262.0
PT2	21	12.5	263	9.5	199.2	105.4	2,213.7	10.6	221.8	129.7	2,724.0
PT3	21	11.0	231	6.8	142.6	99.0	2,079.5	7.6	160.4	111.8	2,347.0
PT4	21	10.8	227	6.8	143.6	103.6	2,174.6	7.9	166.0	116.0	2,437.0
PT5	2	7.5	15	6.6	13.2	83.3	166.6	8.5	17.0	111.5	223.0
PT6											
PT7											
PT8											
Total		61.9	1,157	42.4	765.9	524.2	9,424.9	49.2	872.7	615.6	10,809.0

Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	61.9	1,157.0	42.4	765.9	524.2	9,424.9	49.2	872.7	615.6	10,809.0
Fixed Route	713.2	15,038.0	132.6	2,847.8	1,999.9	43,401.0	142.3	3,051.4	2,228.3	48,277.0
Grand Total		16,195.0		3,613.6		52,825.9		3,924.1		59,086.0

Fixed Routes

10-1, 10-2, 20: Fayetteville
 61, 62, 63: Springdale
 490: I49 Commuter Express

Paratransit Routes

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

On Demand Routes

F1: Fayetteville
 R1, R2: Rogers
 B1, B2: Bentonville

Route Summary - May 2022

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
10-1	21	161.6	3,394	12.4	0.9	3.6	75	7.7	161
10-2	3	23.7	71	3.4	0.3	0.7	2	0.3	1
20	21	143.6	3,016	10.6	0.7	3.0	64	4.4	93
61	21	102.9	2,160	7.9	0.5	0.9	18	3.7	77
62	21	93.5	1,963	6.9	0.5	2.1	45	0.7	14
63	21	19.4	407	2.4	0.1	1.0	21	0.4	9
490	21	15.5	325	3.3	0.1	0.5	10	0.9	18
F1	21	31.2	656	2.5	0.2	0.0	0	0.0	0
R1	25	30.4	760	2.7	0.2	1.1	27	0.0	0
R2	25	28.4	711	2.5	0.2	0.6	15	0.0	0
B1	25	31.2	781	2.5	0.2	0.1	2	0.0	0
B2	25	31.8	794	2.6	0.2	0.1	2	1.1	28
		713.2	15,038	59.7	4.2	13.6	281	19.2	401

Paratransit Routes

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR - CC	21	10.8	227	1.9	0.3	0.1	2
PT1	21	9.2	194	1.3	0.1	0.0	0
PT2	21	12.5	263	1.3	0.1	1.2	26
PT3	21	11.0	231	1.6	0.1	1.9	40
PT4	21	10.8	227	1.6	0.1	2.3	48
PT5	2	7.5	15	1.1	0.1	0.5	1
PT6	0		0				
PT7	0		0				
PT8	0		0				
		61.9	1,157	8.9	0.8	6.0	117

Weekday Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	61.9	1,157	8.9	0.8	6.0	117	0.0	0
Fixed Route	713.2	15,038	59.7	4.2	13.6	281	19.2	401
Grand Total		16,195.0				398.0		401.0

Fixed Routes

10-1, 10-2, 20: Fayetteville
 61, 62, 63: Springdale
 490: I49 Commuter Express

Paratransit Routes

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

On Demand Routes

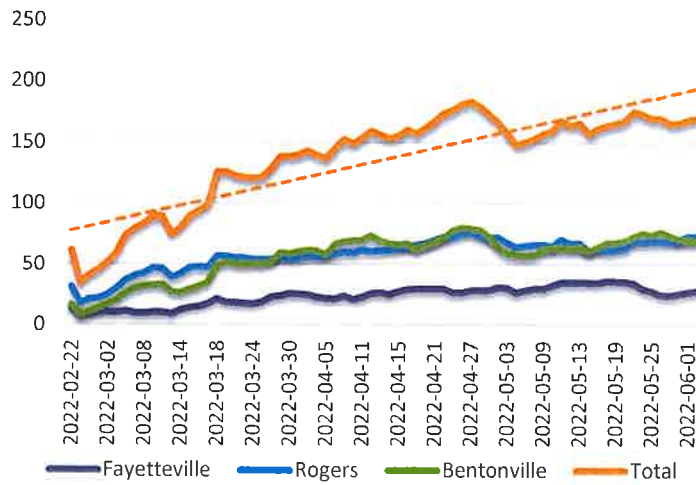
F1: Fayetteville
 R1, R2: Rogers
 B1, B2: Bentonville

ORT On Demand Service

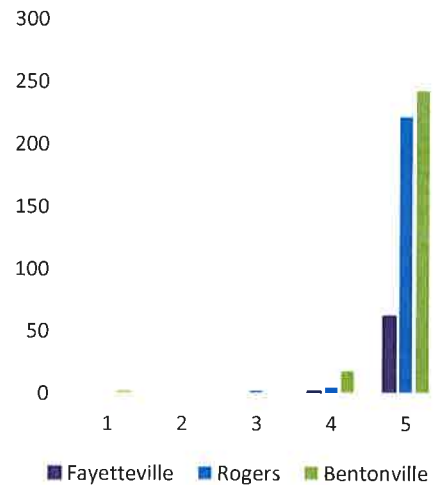
May 2022

	Fayetteville	Rogers		Bentonville		Total	
	Weekdays	Weekdays	Saturday	Weekdays	Saturday	Weekdays	Saturday
Days of Operations	21	21	4	21	4	21	4
Customers	80	233	33	180	49	493	82
Passenger Trips	656	1,403	68	1,378	197	3,437	265
Passengers / Day	31.2	66.8	17.0	65.6	49.3	163.7	66.3
Revenue Hours	262.5	511.0	48.0	532.8	90.0	1,306.3	138.0
Passengers / Hour	2.5	2.7	1.4	2.6	2.2	2.6	1.8
Seat Unavailable	56	244	13	102	12	402	25
Unaccepted Proposal	30	110	6	86	12	226	18

Daily Passengers



Ride Rating (1-5)



On Demand Transit

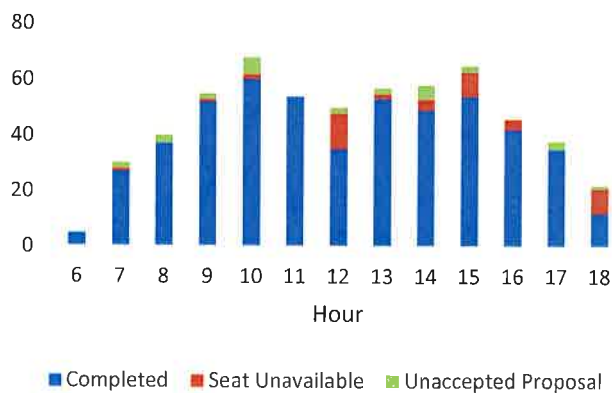
Fayetteville

May 2022

Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal	Avg Ride Distance
2022-05-02	34	12.5	2.7	2	2	3.1
2022-05-03	29	12.5	2.3	1	3	3.4
2022-05-04	18	12.5	1.4	0	2	3.3
2022-05-05	34	12.5	2.7	2	1	2.6
2022-05-06	34	12.5	2.7	6	3	3.5
2022-05-09	33	12.5	2.6	0	1	2.7
2022-05-10	42	12.5	3.4	0	1	2.7
2022-05-11	31	12.5	2.5	1	0	3.9
2022-05-12	34	12.5	2.7	1	2	2.8
2022-05-13	34	12.5	2.7	5	3	2.5
2022-05-16	34	12.5	2.7	2	0	3.4
2022-05-17	39	12.5	3.1	4	0	3.6
2022-05-18	40	12.5	3.2	6	2	4.3
2022-05-19	33	12.5	2.6	4	3	2.8
2022-05-20	33	12.5	2.6	0	0	3.2
2022-05-23	26	12.5	2.1	4	1	3.4
2022-05-24	18	12.5	1.4	3	1	2.0
2022-05-25	28	12.5	2.2	1	1	4.1
2022-05-26	20	12.5	1.6	1	0	2.9
2022-05-27	29	12.5	2.3	6	0	4.2
2022-05-31	33	12.5	2.6	7	4	3.7
Total	656	262.5	2.5	56	30	1.9

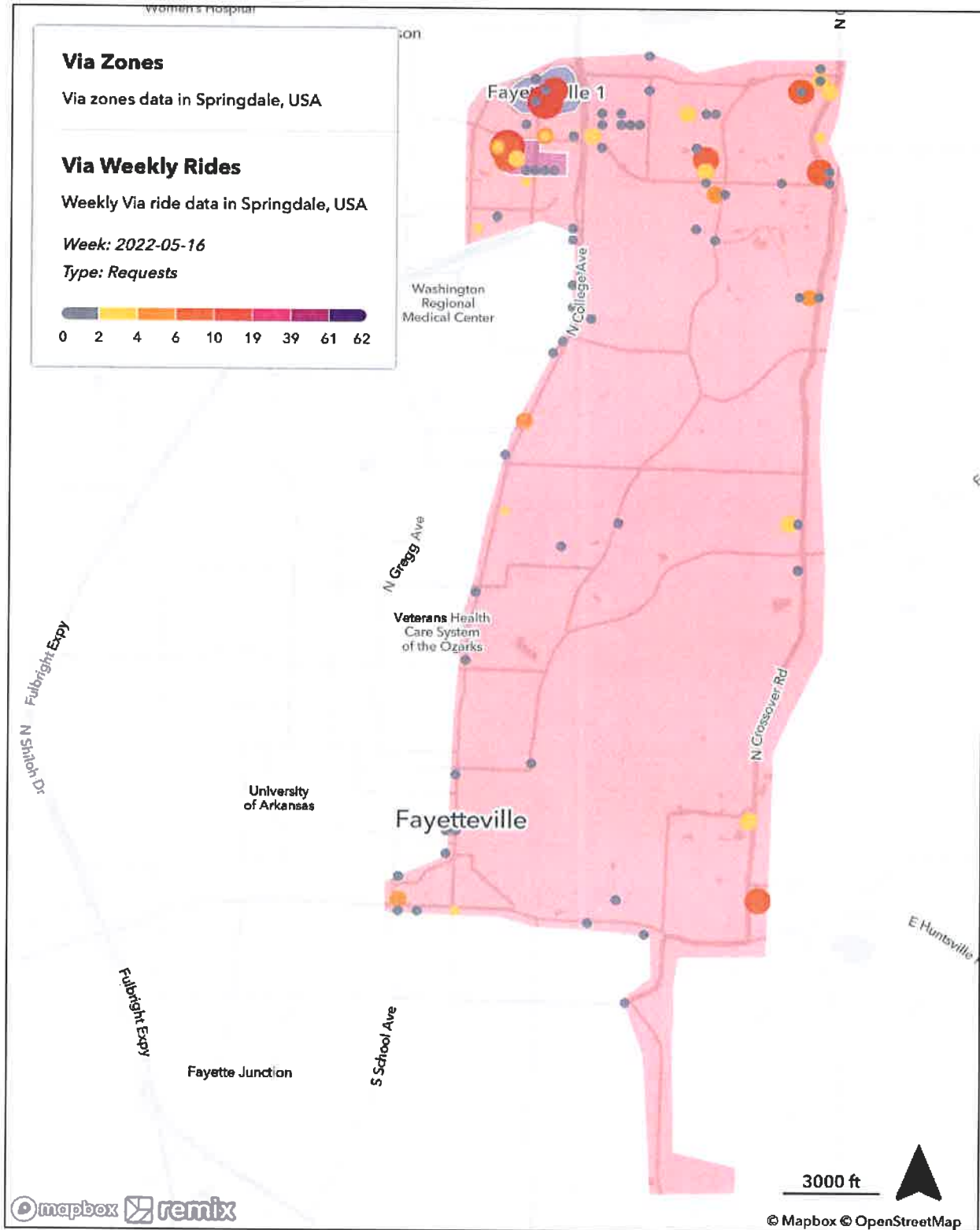
Weekday Requests



On Demand Trip Request Locations

Fayetteville

Week of 5/16/22



On Demand Transit

Rogers

May 2022

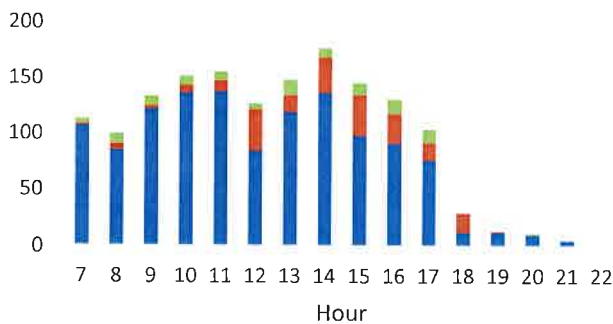
Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal	Avg Ride Distance
2022-05-02	76	23.0	3.3	15	6	3.5
2022-05-03	59	23.0	2.6	8	7	3.7
2022-05-04	54	23.0	2.3	9	3	3.0
2022-05-05	67	23.0	2.9	5	8	3.7
2022-05-06	73	30.0	2.4	10	5	3.5
2022-05-09	77	23.0	3.3	19	6	4.0
2022-05-10	51	23.0	2.2	15	4	3.2
2022-05-11	83	23.0	3.6	5	5	3.3
2022-05-12	50	23.0	2.2	10	5	3.5
2022-05-13	76	30.0	2.5	14	4	3.9
2022-05-16	45	23.0	2.0	1	6	3.6
2022-05-17	64	23.0	2.8	18	6	2.8
2022-05-18	69	23.0	3.0	11	6	3.5
2022-05-19	56	23.0	2.4	9	5	3.1
2022-05-20	82	30.0	2.7	11	4	4.2
2022-05-23	72	23.0	3.1	19	3	3.9
2022-05-24	61	23.0	2.7	15	9	3.5
2022-05-25	72	23.0	3.1	17	4	3.0
2022-05-26	57	23.0	2.5	7	9	3.7
2022-05-27	79	30.0	2.6	9	4	3.6
2022-05-31	80	23.0	3.5	17	1	3.3
Total	1,403	511.0	2.7	244	110	2.2

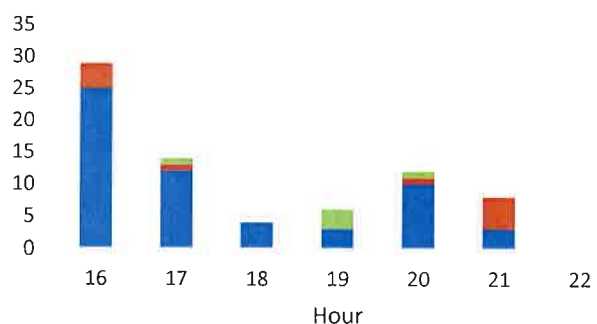
Saturday

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal	Avg Ride Distance
2022-05-07	24	12.0	2.0	7	3	3.3
2022-05-14	14	12.0	1.2	0	0	2.5
2022-05-21	13	12.0	1.1	4	1	2.9
2022-05-28	17	12.0	1.4	2	2	3.6
Total	68	48.0	1.4	13	6	2.2

Weekday Requests



Saturday Requests



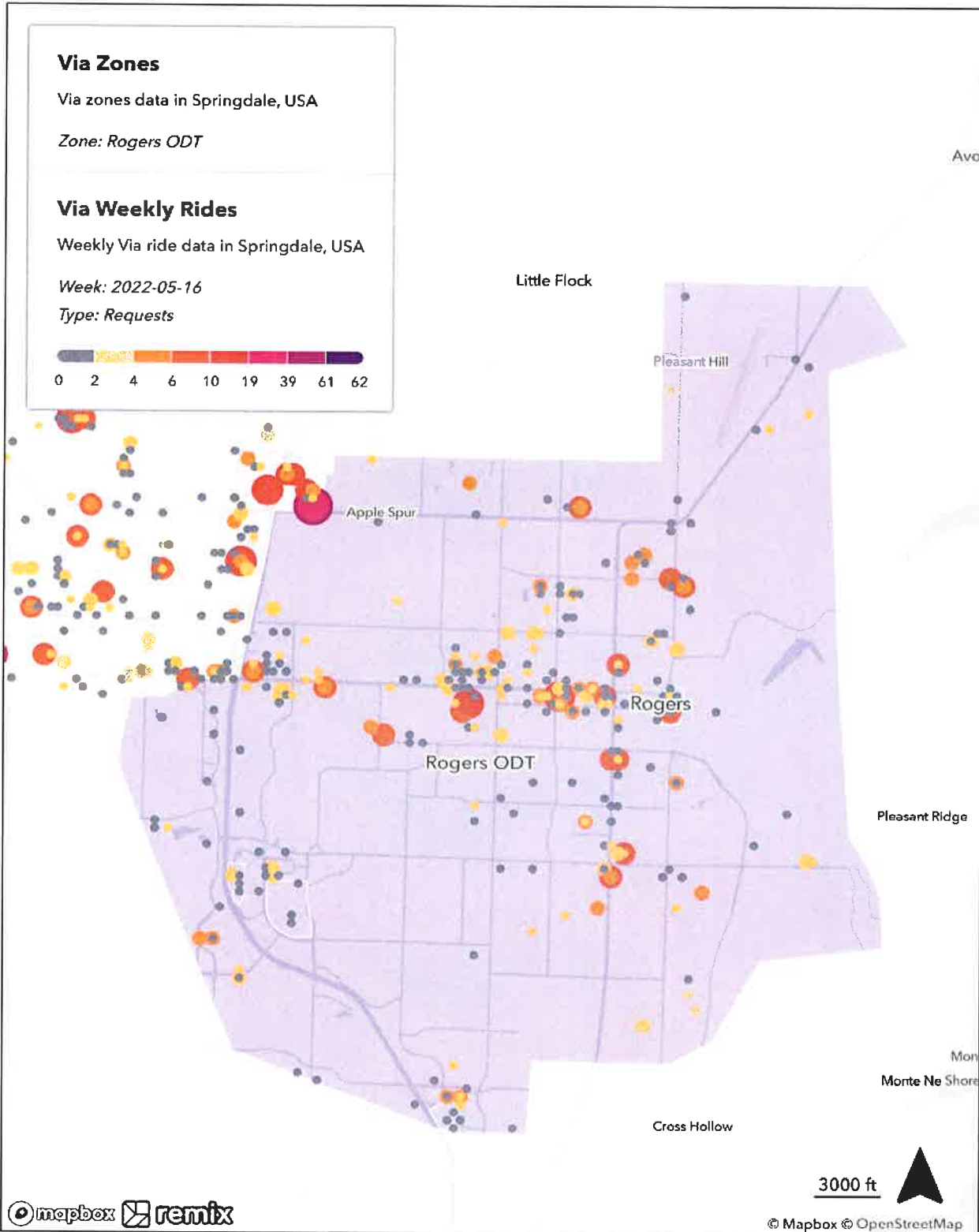
■ Completed ■ Seat Unavailable ■ Unaccepted Proposal

■ Completed ■ Seat Unavailable ■ Unaccepted Proposal

On Demand Trip Request Locations

Rogers

Week of 5/16/22



On Demand Transit

Bentonville

May 2022

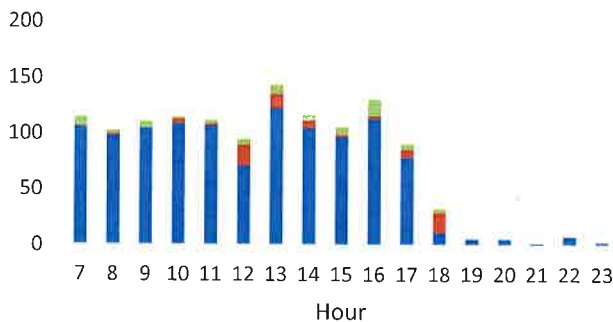
Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal	Avg Ride Distance
2022-05-02	48	23.0	2.1	0	8	2.8
2022-05-03	47	23.0	2.0	17	1	3.4
2022-05-04	62	23.0	2.7	3	2	3.2
2022-05-05	63	23.0	2.7	4	1	3.1
2022-05-06	68	34.0	2.0	1	3	3.1
2022-05-09	67	23.0	2.9	6	4	3.2
2022-05-10	56	23.0	2.4	0	3	3.5
2022-05-11	61	23.0	2.7	2	5	3.0
2022-05-12	60	28.8	2.1	0	2	2.9
2022-05-13	75	34.0	2.2	0	4	3.4
2022-05-16	53	23.0	2.3	5	4	3.2
2022-05-17	69	23.0	3.0	6	5	3.2
2022-05-18	80	23.0	3.5	13	10	3.1
2022-05-19	61	23.0	2.7	11	7	2.9
2022-05-20	82	34.0	2.4	1	3	3.0
2022-05-23	72	23.0	3.1	3	3	3.2
2022-05-24	82	23.0	3.6	9	6	2.9
2022-05-25	73	23.0	3.2	11	4	2.5
2022-05-26	73	23.0	3.2	4	3	3.2
2022-05-27	67	34.0	2.0	0	5	2.6
2022-05-31	59	23.0	2.6	6	3	2.7
Total	1,378	532.8	2.6	102	86	1.2

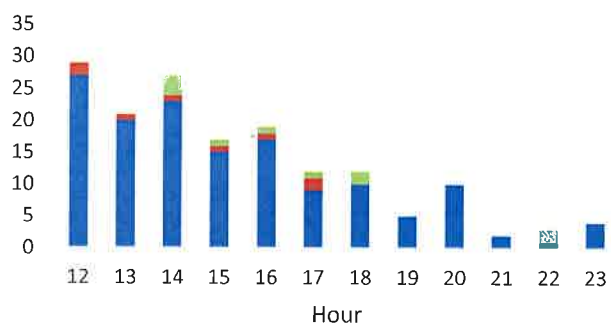
Saturday

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal	Avg Ride Distance
2022-05-07	46	24.0	1.9	7	1	2.8
2022-05-14	46	24.0	1.9	0	2	3.7
2022-05-21	44	18.0	2.4	2	5	2.9
2022-05-28	61	24.0	2.5	3	4	3.0
Total	197	90.0	2.2	12	12	1.0

Weekday Requests



Saturday Requests



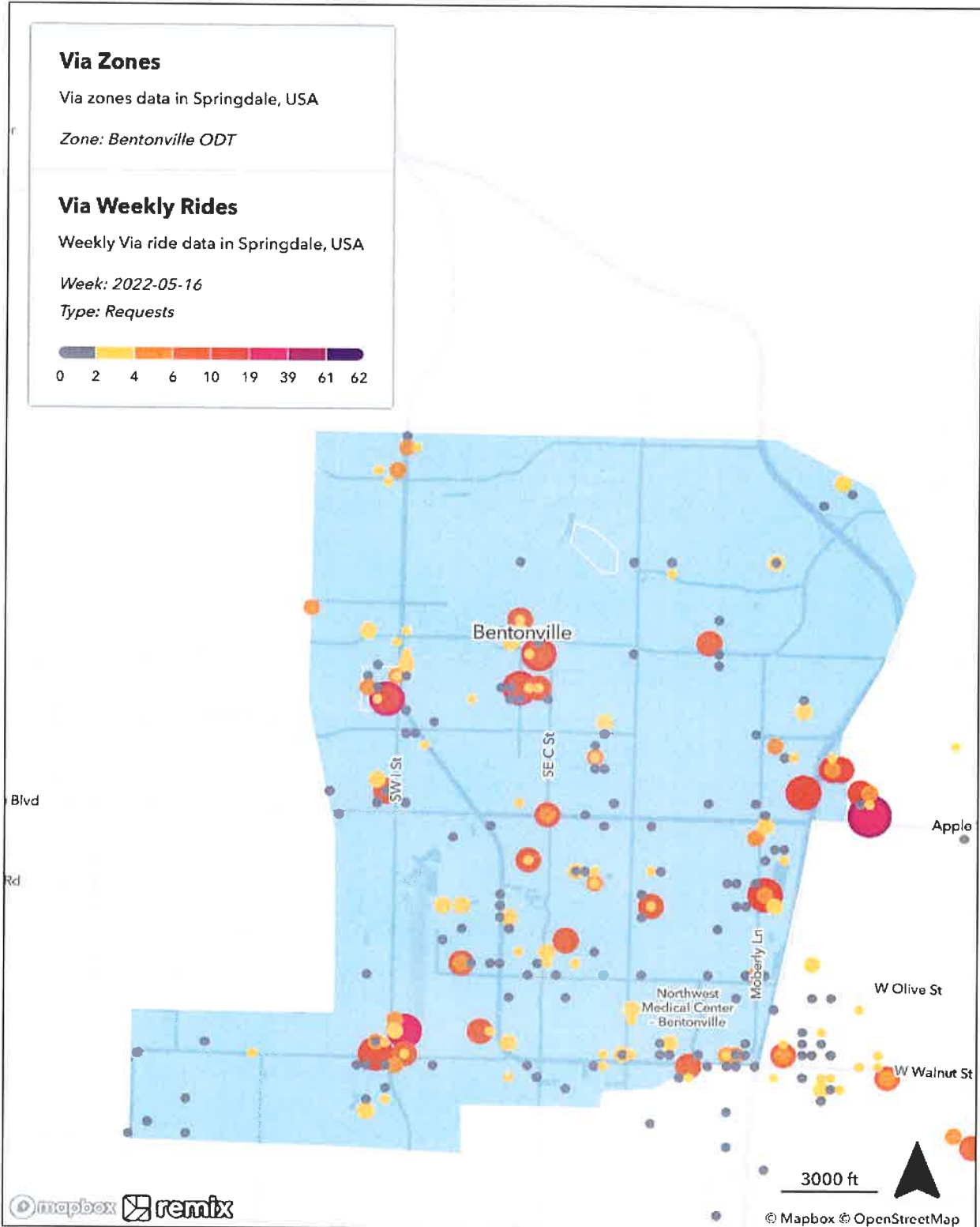
■ Completed ■ Seat Unavailable ■ Unaccepted Proposal

■ Completed ■ Seat Unavailable ■ Unaccepted Proposal

On Demand Trip Request Locations

Bentonville

Week of 5/16/22



Ridership Summary

May 2022

Traditional Fixed Routes

	May 2022			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	6,481	0	6,481	32,943	0	32,943
Springdale	4,530	0	4,530	21,314	0	21,314
Rogers	0	0	0	0	0	0
Bentonville	0	0	0	841	0	841
Express	325	0	325	1,466	0	1,466
Total	11,336	0	11,336	56,564	0	56,564

On Demand Transit Routes

	May 2022			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	656	0	656	1,626	0	1,626
Springdale	0	0	0	0	0	0
Rogers	1,403	68	1,471	4,994	286	5,280
Bentonville	1,378	197	1,575	3,847	468	4,315
Total	3,437	265	3,702	10,467	754	11,221

Paratransit Routes

	May 2022			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	264	0	264	1,206	0	1,206
Springdale	398	0	398	1,704	0	1,704
Rogers	137	0	137	804	0	804
Bentonville	127	0	127	583	0	583
Other	231	0	231	865	0	865
Total	1,157	0	1,157	5,162	0	5,162

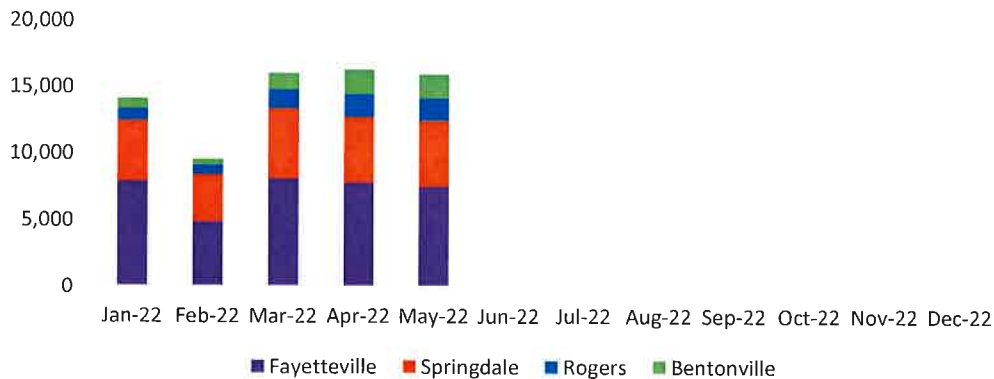
All ORT Routes

	May 2022			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	7,401	0	7,401	35,775	0	35,775
Springdale	4,928	0	4,928	23,018	0	23,018
Rogers	1,540	68	1,608	5,798	286	6,084
Bentonville	1,505	197	1,702	5,271	468	5,739
Express	325	0	325	1,466	0	1,466
Other	231	0	231	865	0	865
Total	15,930	265	16,195	72,193	754	72,947

ORT Ridership Summary

Boardings	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total
Total System													
Fixed Route	13,209	8,945	15,122	15,471	15,038								67,785
ADA Paratransit	787	519	814	686	745								3,551
Demand Response	278	204	409	308	412								1,611
Total Passengers	14,274	9,668	16,345	16,465	16,195								72,947
Fayetteville													
Fixed Route	7,652	4,718	7,797	7,549	7,219								34,935
ADA Paratransit	218	124	242	197	202								983
Demand Response	33	25	50	53	62								223
Total Passengers	7,903	4,867	8,089	7,799	7,483								36,141
Springdale													
Fixed Route	4,270	3,313	4,908	4,578	4,611								21,680
ADA Paratransit	257	203	337	308	329								1,434
Demand Response	38	33	63	67	69								270
Total Passengers	4,565	3,549	5,308	4,953	5,009								23,384
Rogers													
Fixed Route	705	522	1,269	1,599	1,552								5,647
ADA Paratransit	169	131	138	102	114								654
Demand Response	29	22	34	42	23								150
Total Passengers	903	675	1,441	1,743	1,689								6,451
Bentonville													
Fixed Route	582	392	1,148	1,745	1,656								5,523
ADA Paratransit	132	57	94	79	99								461
Demand Response	33	15	21	25	28								122
Total Passengers	747	464	1,263	1,849	1,783								6,106
Other Areas													
Fixed Route	0	0	0	0	0								0
ADA Paratransit	11	4	3	0	1								19
Demand Response	145	109	241	121	230								846
Total Passengers	156	113	244	121	231								865

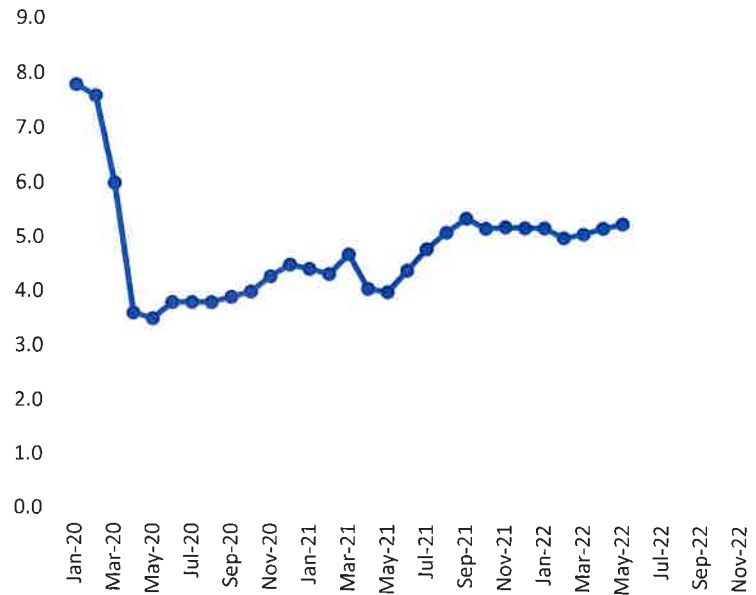
ORT Ridership Totals



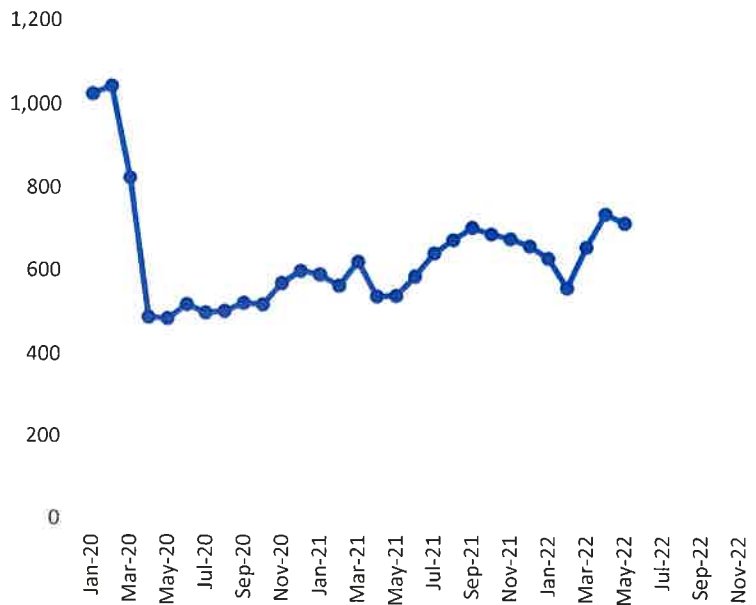
ORT Fixed Route Ridership Trends - January 2020 to Present

Month	Passengers per Revenue Hour	Daily Passengers
Jan-20	7.8	1,025
Feb-20	7.6	1,043
Mar-20	6.0	824
Apr-20	3.6	488
May-20	3.5	485
Jun-20	3.8	518
Jul-20	3.8	499
Aug-20	3.8	503
Sep-20	3.9	522
Oct-20	4.0	518
Nov-20	4.3	569
Dec-20	4.5	598
Jan-21	4.4	590
Feb-21	4.3	564
Mar-21	4.7	621
Apr-21	4.1	538
May-21	4.0	540
Jun-21	4.4	586
Jul-21	4.8	642
Aug-21	5.1	674
Sep-21	5.4	704
Oct-21	5.2	689
Nov-21	5.2	677
Dec-21	5.2	659
Jan-22	5.2	629
Feb-22	5.0	559
Mar-22	5.1	657
Apr-22	5.2	737
May-22	5.3	716
Jun-22		
Jul-22		
Aug-22		
Sep-22		
Oct-22		
Nov-22		
Dec-22		

Passengers per Revenue Hour



Daily Passengers

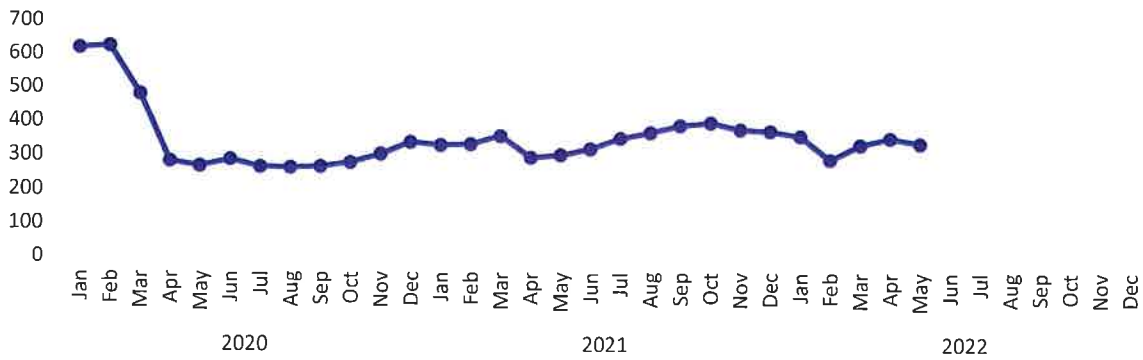


City of Fayetteville Fixed Routes

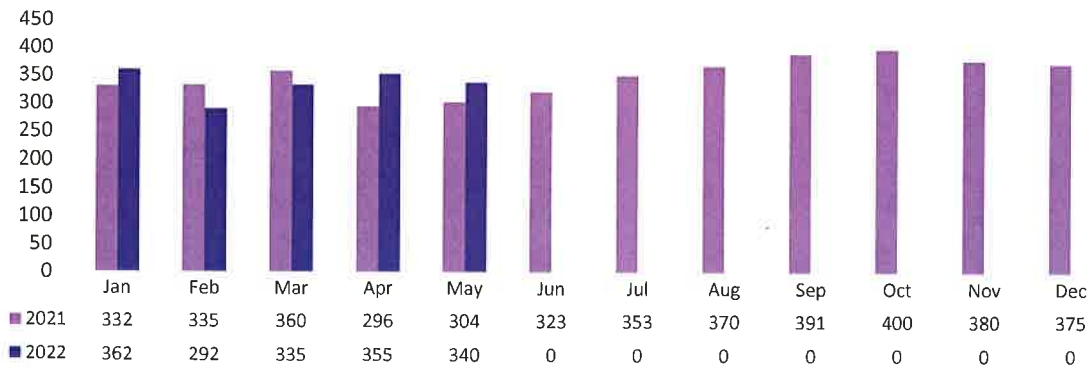
May 2022

Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	May	2022	Daily	May	2022	Daily	May	2022	May	2022
10-1	21	102	162	3,394	15,726	13.0	273	1,303	12.4	12.1
10-2	3	38	24	71	1,292	7.0	21	333	3.4	3.9
10	21	102	162	3,394	15,726	13.0	273	1,303	12.4	12.1
20	21	102	144	3,016	15,076	13.5	284	1,352	10.6	11.1
F1	21	68	31	656	1,626	12.5	263	830	2.5	2.0
30	0	34		0	849		0	438		1.9
Total			336	7,066	33,277	39.0	819	3,922	8.6	8.5

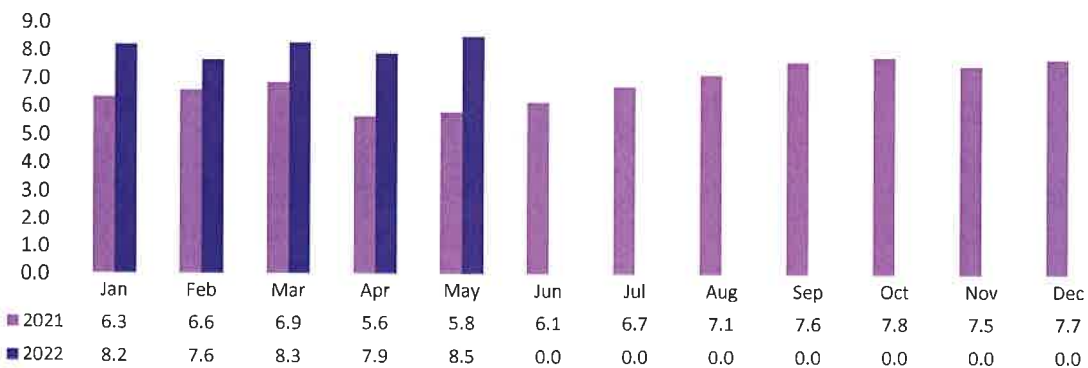
Average Daily Passengers



City Routes Daily Passengers



City Routes Passengers per Revenue Hour

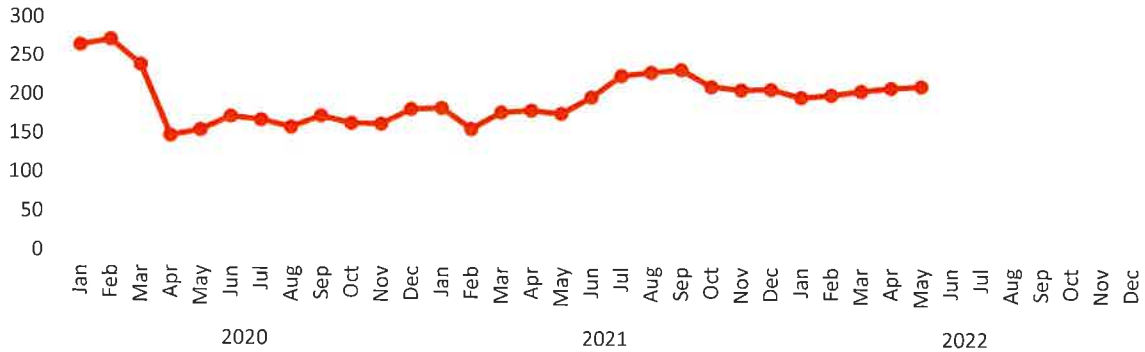


City of Springdale Fixed Routes

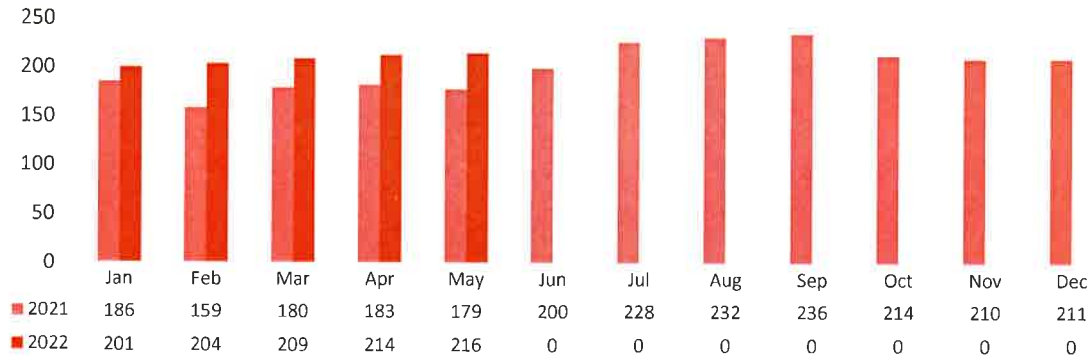
May 2022

Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	May	2022	Daily	May	2022	Daily	May	2022	May	2022
61	21	102	103	2,160	10,079	13.0	273	1,305	7.9	7.7
62	21	102	93	1,963	9,505	13.6	285	1,351	6.9	7.0
63	21	100	19	407	1,730	8.0	168	794	2.4	2.2
Total			216	4,530	21,314	34.6	726	3,450	6.2	6.2

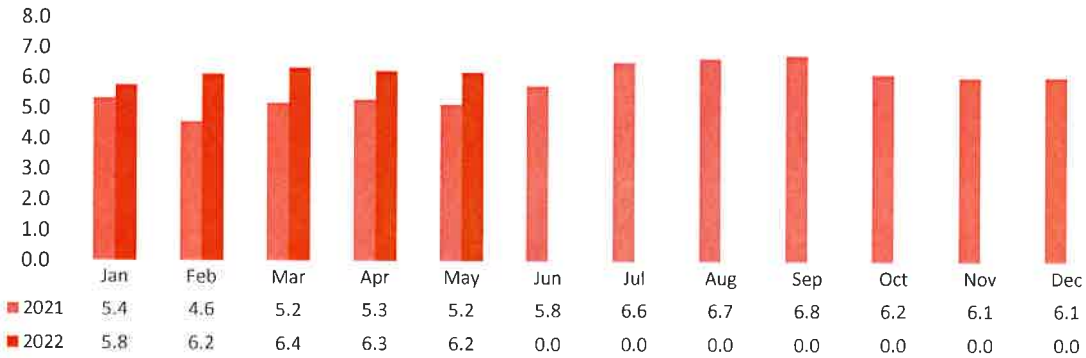
Average Daily Passengers



City Routes Daily Passengers



City Routes Passengers per Revenue Hour

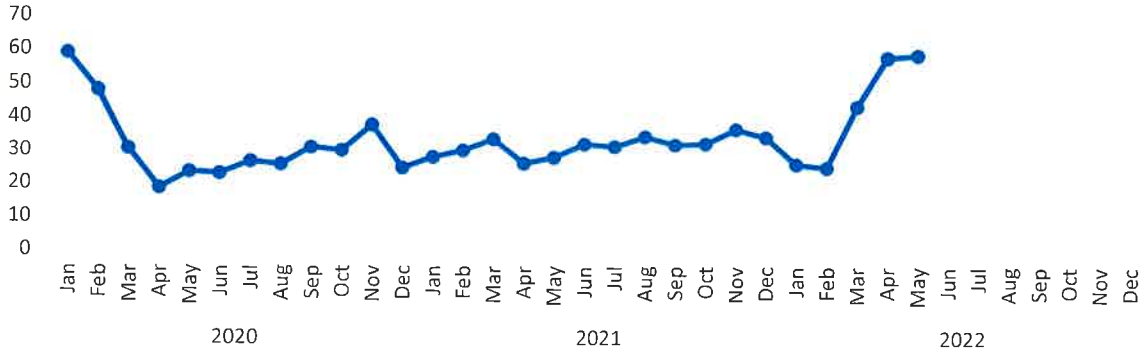


City of Rogers Fixed Routes

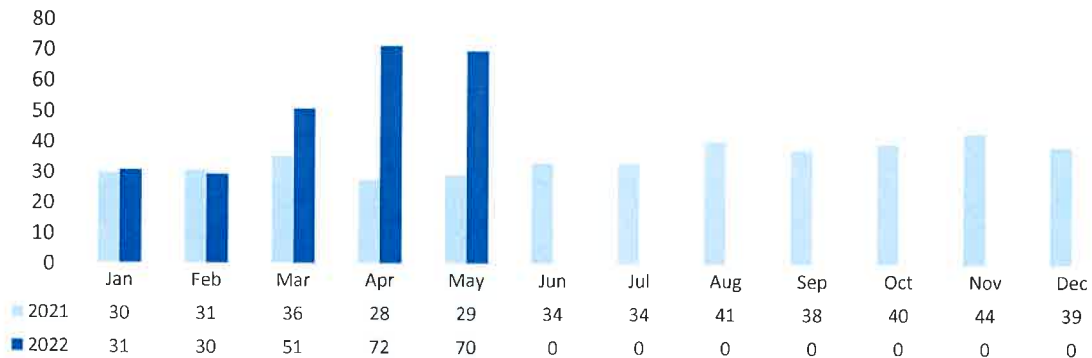
May 2022

Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	May	2022	Daily	May	2022	Daily	May	2022	May	2022
R1	25	82	30	760	2,204	11.2	280	887	2.7	2.5
R2	25	82	28	711	2,018	11.2	280	890	2.5	2.3
ODT1	0	40		0	575		0	445		1.3
ODT2	0	31		0	483		0	360		1.3
Total			59	1,471	5,280	22.4	559	2,582	2.6	2.0

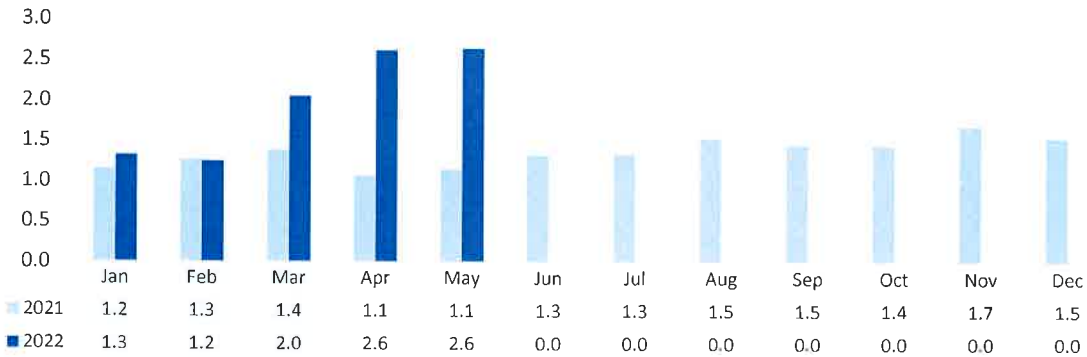
Average Daily Passengers



City Routes Daily Passengers



City Routes Passengers per Revenue Hour

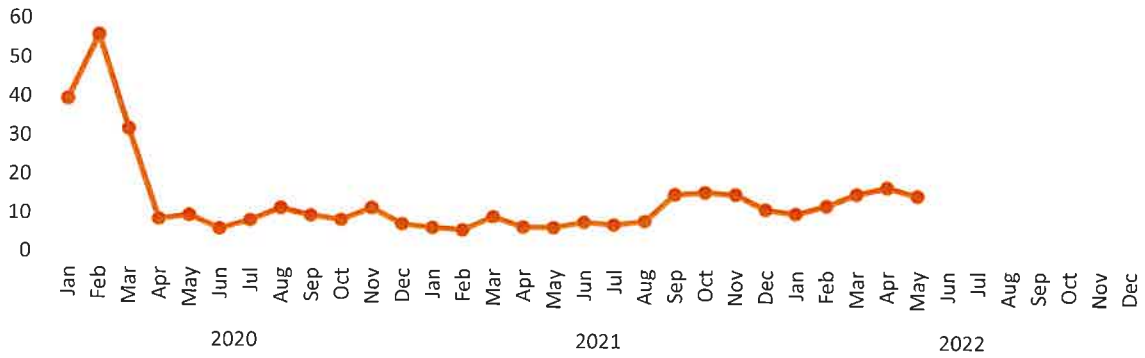


490 Express Route

May 2022

Route	Days		Passengers			Revenue Hours			Passengers per Hour	
	May	2022	Daily	May	2022	Daily	May	2022	May	2022
490	21	100	15	325	1,466	4.8	100	573	3.3	2.6
Total			15	325	1,466	5	100	573	3.3	2.6

Average Daily Passengers



Passenger Boardings by City
YTD through May

Benton County	2022				2021			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Avoca	0	0	0	0	0	0	0	0
Bella Vista	0	0	0	0	0	0	2	2
Benton County	0	0	0	0	0	0	9	9
Bentonville	5,523	461	122	6,106	3,189	770	264	4,223
Bethel Heights	0	0	0	0	0	0	0	0
Cave Springs	0	0	0	0	0	0	0	0
Centerton	0	0	1	1	0	0	4	4
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	0	19	5	24	0	2	33	35
Pea Ridge	0	0	1	1	0	0	3	3
Rogers	5,647	654	150	6,451	3,295	883	266	4,444
Siloam Springs	0	0	0	0	0	0	0	0
Total	11,170	1,134	279	12,583	6,484	1,655	581	8,720

Washington County	2022				2021			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Elkins	0	0	0	0	0	0	0	0
Farmington	0	0	2	2	0	0	11	11
Fayetteville	34,935	983	223	36,141	33,072	958	308	34,338
Goshen	0	0	0	0	0	0	0	0
Greenland	0	0	0	0	0	0	0	0
Johnson	0	0	0	0	0	0	0	0
Lincoln	0	0	0	0	0	0	0	0
Prairie Grove	0	0	0	0	0	0	0	0
Springdale	21,680	1,434	270	23,384	18,187	1,221	215	19,623
Washington County	0	0	0	0	0	0	1	1
West Fork	0	0	0	0	0	0	5	5
Total	56,615	2,417	495	59,527	51,259	2,179	540	53,978

Carroll County	2022				2021			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Berryville	0	0	789	789	0	0	948	948
Carroll County	0	0	24	24	0	0	99	99
Eureka Springs	0	0	23	23	0	0	0	0
Green Forest	0	0	1	1	0	0	5	5
Total	0	0	837	837	0	0	1,052	1,052

Madison County	2022				2021			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Huntsville	0	0	0	0	0	0	0	0
Madison County	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0

Grand Total	2022				2021			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Grand Total	67,785	3,551	1,611	72,947	57,743	3,834	2,173	63,750