



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

CITY COUNCIL AGENDA
March 11, 2024

A regular meeting of the Farmington City Council will be held on
Monday, March 11, 2024, at 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes –February 12, 2024, City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
 - a. Re-appoint Library Board member President: Regina Sherwood
 - b. Appoint Library Board members: Pat Page, Dana Troutt and Shawna Webb
9. Committee Reports
10. Items to be removed from City of Farmington Inventory – **See Memo**

NEW BUSINESS

11. Approve bid from Sweetser Construction Inc. for Drainage and Road Improvements for Garland McKee.

12. Resolution No. 2024-07 – A resolution waiving requirements of competitive bidding for the purchase of three (3) 2024 Chevrolet Tahoe and the equipment to outfit the vehicles for the for the Farmington Police Department pursuant to A.C.A. §14-58-303(b)(2)(B).

13. Resolution No. 2024-08 – A resolution waiving requirements of competitive bidding for approval of overlay and milling bid from Emery, Sapp & Sons Inc. for Ecology Drive pursuant to A.C.A. §14-58-303(b)(2)(B).

INFORMATIONAL ITEMS:

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

MINUTES



Mayor Ernie Penn

City Attorney Jay Moore

City Clerk Kelly Penn

City Council Member Sherry Mathews
Ward 1 Position 1

Council Member Keith Lipford
Ward 2 Position 1

Council Member Brenda Cunningham
Ward 3 Position 1

Council Member Diane Bryant
Ward 4 Position 1

Council Member Hunter Carnahan
Ward 1 Position 2

Council Member Linda Bell
Ward 2 Position 2

Council Member Bobby Morgan
Ward 3 Position 2

Council Member Kara Gardenhire
Ward 4 Position 2

A meeting of the Farmington City Council was held on February 12th, 2024, at 6:00 p.m. in the Council Chambers at Farmington City Hall, located at 354 West Main Street, Farmington Arkansas. Mayor Penn called the meeting to order.

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

Pledge of Allegiance

Comments from Citizens

Approval of the January 8th, 2024, City Council Minutes

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

Financial Reports

Mayor Penn presented the financial reports to the City Council. Monthly city sales tax increased 39.11%. Monthly state/county sales tax increased 6.42%.

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

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

Proclamations, Special Announcements, Committee/Commission Appointments – NONE

Committee Reports – NONE

Items to be removed from the city of Farmington Inventory – None

Old Business – None

New Business

Public Hearing to Discuss Senior Center Grant

Mayor Penn opened the public hearing at 6:09 pm. Chelsey Weaver with Northwest Arkansas Economic Development made a brief presentation to the council regarding the grant. The grant does not require a city match and the maximum grant award is \$500,000.00. The funds would be used to upgrade the Farmington Senior Center. There were no comments from the public. Mayor Penn closed the public hearing at 6:18 pm.

Resolution 2024-03 A Resolution providing for the adoption of the amended budget for the city of Farmington, Arkansas for the 12 months beginning January 1, 2023 and ending December 31, 2023; appropriating money for each item, and for other purposes.

Council Member Carnahan made a motion to approve Resolution 2024-03, it was seconded by Council Member Lipford and after a roll call vote, the motion was approved 8-0. City Attorney Moore read Resolution 2024-03 by title only.

Resolution 2024-04 A Resolution authorizing the City of Farmington to submit a grant application to the Arkansas Economic Development Commission (AEDC)

Council Member Bell made a motion to approve Resolution 2024-04, it was seconded by Council Member Morgan and after a roll call vote, the motion was approved 8-0. City Attorney Moore read Resolution 2024-04 by title only.

Resolution 2024-05 A Resolution designating a non-profit agency as CDBG Grant Administrator

Council Member Carnahan made a motion to approve Resolution 2024-05, it was seconded by Council Member Lipford and after a roll call vote, the motion was approved 8-0. City Attorney Moore read Resolution 2024-05 by title only.

Ordinance No. 2024-01 A Ordinance amending Ordinance 1.6, specifying office hours for the Mayor and staff for the City of Farmington Arkansas.

Council Member Carnahan made a motion to suspend the rule requiring the reading of an ordinance in full on three different dates be suspended and for Ordinance 2024-01 be read one time by title only, it was seconded by Council Member Cunningham and after a roll call vote, the motion was approved 8-0. City Attorney Moore read Ordinance 2024-01 by title only. Mayor Penn asked shall the ordinance pass, after a roll call vote, the motion passed 8-0. Council Member Carnahan made a motion to pass Ordinance 2024-01 with an Emergency Clause, there was a second by Council Member Cunningham and after a roll call vote the motion passed 8-0.

Ordinance No. 2024-02 A Ordinance rezoning property at 9 Locust Street, Parcel 760-00851-000 from R-1, residential, to C-2 Highway Commercial, as requested by Phillip Shepard.

Council Member Bell made a motion to suspend the rule requiring the reading of an ordinance in full on three different dates be suspended and for Ordinance 2024-02 be read one 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 Moore read Ordinance 2024-02 by title only. Mayor Penn asked shall the ordinance pass, and after a roll call vote, the motion passed 8-0. A motion to pass Ordinance 2024-02 with an Emergency Clause was made by Council Member Morgan and seconded by Council Member Carnahan and after a roll call vote the motion passed 8-0.

Review Compliance Audit

Council Member Carnahan made a motion to acknowledge and accept the ARPA Compliance Audit results, it was seconded by Council Member Morgan and after a roll call vote, the motion was approved 8-0.

State of the City Address, Mayor Penn

There being no further business to come before the council, the meeting adjourned at 6:54 pm until the next regularly scheduled meeting to be held Monday, March 11th, 2023, in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

Ernie Penn, Mayor _____


Kelly Penn, City Clerk _____

Financial



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

TO: Farmington City Council
Kelly Penn, City Clerk

FROM: Mayor Ernie Penn 

RE: Summary of City Financial Report ---February 2024

- 2024 City Sales Tax **increased 21.46% in February** , compared to February of 2023
- 2024 State/County Sales tax **increased 2.85% in February** , compared to February of 2023
- 2024 City Sales Tax----**Year to date has increase by 30.06%** compared to 2023
- 2024 State/County Sales Tax—**Year to date has increased by 4.57%** compared to 2023
- 2007 Sewer Bond (\$4,500,000) Loan Balance \$1,480,596 Bond Payoff Date 10/15/2029.
- 2017 Sales and Use Bonds (5,090,000) Loan Balance \$3,900,000 Bond payoff date 10/1/2037
- Deposits: Arvest Bank 10 accounts \$6,342,999 First Security 1 MM acct \$2,114,809
First Community Bank 2 Certificate of Deposits \$4,196,501
- **Total Deposits: \$12,654,309 Based on statement balances as of 02-29-2024.**

MONTH	CITY SALES TAX		STATE SALES TAX					
	2023	2024	2023	2024				
JANUARY	\$ 242,456.22	\$ 337,292.85	\$ 161,325.27	\$ 171,687.96				
FEBRUARY	\$ 255,597.22	\$ 310,466.86	\$ 173,305.34	\$ 178,249.76				
MARCH	\$ 250,049.60		\$ 152,848.29					
APRIL	\$ 237,837.34		\$ 151,045.48					
MAY	\$ 265,490.13		\$ 169,444.78					
JUNE	\$ 247,566.55		\$ 164,302.08					
JULY	\$ 274,668.74		\$ 170,478.78					
AUGUST	\$ 262,356.09		\$ 167,246.47					
SEPTEMBER	\$ 270,583.71		\$ 162,408.64					
OCTOBER	\$ 271,784.82		\$ 168,562.45					
NOVEMBER	\$ 265,400.30		\$ 166,606.52					
DECEMBER			\$ 163,849.87					
Monthly Comparison - February 2023/February 2024		\$ 54,869.64		\$ 4,944.42				
YTD comparison	Increase/Decrease for 2024 over 2023 YTD - City Sales Tax		\$ 54,869.64		Increase for 2024 over 2023 YTD - State Sales Tax		\$ 4,944.42	
Total Actual 2024 Income vs 2024 Budgeted Income	County Wide Sales Tax	City Sales Tax		Total Sales Tax Increase YTD 2024			\$ 59,814.06	
Budget 2024	\$ 1,900,000.00	\$ 3,000,000.00						
Actual 2024 (thru February)	\$ 349,937.72	\$ 647,759.71						

GENERAL FUND
Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
Revenue & Expenditures			
GENERAL REVENUES			
Revenue			
ACCIDENT REPORT REVENUES	130.00	1,500.00	8.67%
ACT 833	0.00	25,000.00	0.00%
ALCOHOL SALES TAX	1,218.25	5,000.00	24.37%
ANIMAL CONTROL REVENUES	0.00	2,000.00	0.00%
BUILDING INSPECTION FEES	10,637.59	252,898.36	4.21%
BUSINESS LICENSES	4,690.10	6,000.00	78.17%
CITY COURT FINES	35,099.10	120,000.00	29.25%
CITY SALES TAX REVENUES	647,759.71	3,000,000.00	21.59%
COUNTY TURNBACK	81,949.20	660,000.00	12.42%
DEVELOPMENT FEES	10,207.20	20,000.00	51.04%
Donations	2,500.00	0.00	0.00%
FRANCHISE FEES	138,699.60	500,000.00	27.74%
GARAGE SALE PERMITS	20.00	2,000.00	1.00%
GRANTS	50,277.18	0.00	0.00%
INTEREST REVENUES	29,838.21	200,000.00	14.92%
MISCELLANEOUS REVENUES	8,688.61	0.00	0.00%
Off Duty Police Reimbursement	0.00	6,000.00	0.00%
PARK RENTAL	823.25	5,000.00	16.47%
SALES TAX - OTHER	349,937.72	1,900,000.00	18.42%
SPORTS COMPLEX FEES	350.00	35,000.00	1.00%
SRO REIMBURSEMENT REVENUES	17,770.44	100,000.00	17.77%
STATE TURNBACK	23,104.89	100,000.00	23.10%
Revenue	\$1,413,701.05	\$6,940,398.36	

GENERAL FUND
Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
ADMINISTRATIVE DEPT			
Expenses			
ADDITIONAL SERVICES EXPENSE	68,545.09	190,000.00	36.08%
ADVERTISING EXPENSE	623.21	6,000.00	10.39%
BANK CHARGE	284.77	0.00	0.00%
Bank Charges	0.00	6,000.00	0.00%
BUILDING MAINT & CLEANING	10,347.72	45,000.00	22.99%
ELECTION EXPENSES	0.00	5,000.00	0.00%
ENGINEERING FEES	15,074.00	170,000.00	8.87%
INSURANCES EXPENSE	0.00	90,000.00	0.00%
LEGAL FEES	0.00	10,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	2,761.40	30,000.00	9.20%
MISCELLANEOUS EXPENSE	0.00	2,000.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	20,000.00	0.00%
PAYROLL EXP - CITY ATTRNY	12,792.59	70,000.00	18.28%
PAYROLL EXP - ELECTED OFFICIAL	24,149.86	132,000.00	18.30%
PAYROLL EXP - REGULAR	47,546.97	291,871.45	16.29%
PLANNING COMMISSION	1,445.90	22,000.00	6.57%
POSTAGE EXPENSE	814.43	2,000.00	40.72%
PROFESSIONAL SERVICES	3,094.58	25,000.00	12.38%
REPAIR & MAINT - OFFICE EQUIP	703.65	6,000.00	11.73%
TECHNICAL SUPPORT	17,415.96	65,000.00	26.79%
TELECOMMUNICATION EXPENSES	70.23	10,000.00	0.70%
TRAVEL, TRAINING & MEETINGS	5,281.73	20,000.00	26.41%
UTILITIES EXPENSES	18,347.79	90,000.00	20.39%
Expenses	\$229,299.88	\$1,307,871.45	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
ANIMAL CONTROL DEPT			
Expenses			
FUEL EXPENSES	295.95	2,200.00	13.45%
MATERIALS & SUPPLIES EXPENSE	0.00	1,100.00	0.00%
PAYROLL EXP - REGULAR	11,922.72	75,819.75	15.73%
PROFESSIONAL SERVICES	1,900.00	15,000.00	12.67%
REPAIR & MAINT - AUTOMOBILES	0.00	1,500.00	0.00%
REPAIR & MAINT - EQUIPMENT	0.00	500.00	0.00%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	0.00	500.00	0.00%
Expenses	\$14,118.67	\$97,119.75	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
BUILDING PERMIT DEPT			
Expenses			
FUEL EXPENSES	609.68	6,000.00	10.16%
PAYROLL EXP - REGULAR	26,464.65	183,836.46	14.40%
REPAIR & MAINT - AUTOMOBILES	70.23	2,000.00	3.51%
TRAVEL, TRAINING & MEETINGS	1,244.33	5,000.00	24.89%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
Expenses	\$28,388.89	\$197,836.46	

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GENERAL FUND

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
FIRE DEPT			
Expenses			
ADVERTISING EXPENSE	0.00	2,000.00	0.00%
CAPITAL IMPROVEMENT	50,000.00	0.00	0.00%
FUEL EXPENSES	2,338.72	18,000.00	12.99%
HAZMAT EXPENSES	2,881.92	3,400.00	84.76%
MATERIALS & SUPPLIES EXPENSE	989.20	31,119.00	3.18%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	5,318.72	127,000.00	4.19%
PAYROLL EXP - REGULAR	167,807.68	1,084,953.49	15.47%
PROFESSIONAL SERVICES	0.00	7,500.00	0.00%
REPAIR & MAINT - BUILDING	961.20	15,000.00	6.41%
REPAIR & MAINT - EQUIPMENT	1,686.32	12,150.00	13.88%
REPAIR & MAINT - TRUCK	475.66	20,000.00	2.38%
TRAVEL, TRAINING & MEETINGS	726.00	18,000.00	4.03%
UNIFORMS/GEAR EXPENSE	19,929.32	31,000.00	64.29%
Expenses	\$253,114.74	\$1,370,622.49	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
LAW ENFORCE - COURT			
Expenses			
MATERIALS & SUPPLIES EXPENSE	72.10	3,000.00	2.40%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	9,600.00	0.00%
PAYROLL EXP - REGULAR	13,580.52	100,053.41	13.57%
POSTAGE EXPENSE	8.56	1,800.00	0.48%
SPECIAL COURT COSTS	0.00	8,500.00	0.00%
TRAVEL, TRAINING & MEETINGS	150.00	5,000.00	3.00%
Expenses	\$13,811.18	\$128,353.41	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
LAW ENFORCE - POLICE			
Expenses			
ADVERTISING EXPENSE	0.00	100.00	0.00%
BREATHALYZER EXPENSES	101.56	700.00	14.51%
DRUG TASK FORCE	1,500.00	2,000.00	75.00%
FUEL EXPENSES	10,792.02	81,000.00	13.32%
MATERIALS & SUPPLIES EXPENSE	29,265.21	150,000.00	19.51%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	175,030.64	320,000.00	54.70%
Off Duty Police Pay	413.42	15,000.00	2.76%
PAYROLL EXP - REGULAR	284,231.76	1,853,967.49	15.33%
PAYROLL EXP - SRO	21,427.41	180,466.90	11.87%
REPAIR & MAINT - AUTOMOBILES	8,573.97	35,000.00	24.50%
REPAIR & MAINT - EQUIPMENT	0.00	3,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	1,240.30	15,000.00	8.27%
UNIFORMS/GEAR EXPENSE	0.00	25,000.00	0.00%
Expenses	\$532,576.29	\$2,681,734.39	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
LIBRARY			
Revenue			
TRANS FROM GENERAL FUND	0.00	65,000.00	0.00%
Revenue	\$0.00	\$65,000.00	

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GENERAL FUND

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
PARKS DEPT			
Expenses			
CAPITAL IMPROVEMENT	0.00	700,000.00	0.00%
ENGINEERING FEES	30,235.00	30,000.00	100.78%
MATERIALS & SUPPLIES EXPENSE	0.00	10,000.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	20,000.00	0.00%
PAYROLL EXP - REGULAR	36,613.24	214,460.41	17.07%
PROFESSIONAL SERVICES	7,200.00	3,000.00	240.00%
REPAIR & MAINT - EQUIPMENT	211.54	6,000.00	3.53%
SPORTS PARK MATERIALS	154.44	25,000.00	0.62%
SPORTS PARK NEW EQUIP	0.00	10,000.00	0.00%
SPORTS PARK PROF SERV	0.00	45,000.00	0.00%
SPORTS PARK REPAIR/MAINT	2,502.86	3,000.00	83.43%
SPORTS PARK UTILITIES	2,008.58	15,000.00	13.39%
UNIFORMS/GEAR EXPENSE	0.00	1,400.00	0.00%
UTILITIES EXPENSES	2,282.75	8,000.00	28.53%
Expenses	\$81,208.41	\$1,090,860.41	

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2024 Feb 2024 Actual	Annual Budget Jan 2024 Dec 2024	Jan 2024 Dec 2024 Percent of Budget
Revenue & Expenditures			
Revenue			
INTEREST REVENUES	934.39	5,000.00	18.69%
MISCELLANEOUS REVENUES	0.00	100.00	0.00%
STREET COUNTY TURNBACK	9,007.09	75,000.00	12.01%
STREET STATE TURNBACK	108,977.48	550,000.00	19.81%
TRANSFER INCOME	0.00	731,980.24	0.00%
Revenue	\$118,918.96	\$1,362,080.24	
Expenses			
ADVERTISING EXPENSE	0.00	1,000.00	0.00%
ENGINEERING FEES	1,751.20	30,000.00	5.84%
FUEL EXPENSES	1,020.45	12,500.00	8.16%
MATERIALS & SUPPLIES EXPENSE	1,107.60	20,000.00	5.54%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	150,000.00	0.00%
PAYROLL EXP - REGULAR	39,767.60	260,980.24	15.24%
PROFESSIONAL SERVICES	0.00	2,000.00	0.00%
REPAIR & MAINT - BUILDING	125.00	2,000.00	6.25%
REPAIR & MAINT - EQUIPMENT	0.00	10,000.00	0.00%
STREET LIGHTS	12,209.66	150,400.00	8.12%
STREET/ROAD REPAIRS	18,985.00	700,000.00	2.71%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	0.00	2,200.00	0.00%
UTILITIES EXPENSES	3,945.30	20,000.00	19.73%
Expenses	\$78,911.81	\$1,362,080.24	

LIBRARY FUND
Statement of Revenue and Expenditures

	Current Period	Annual Budget	Jan 2024
	Jan 2024	Jan 2024	Dec 2024
	Feb 2024	Dec 2024	Percent of
	Actual		Budget
Revenue & Expenditures			
Revenue			
Donations	2,700.00	0.00	0.00%
FINES/LOST ITEMS	494.25	3,600.00	13.73%
INTEREST REVENUES	225.57	0.00	0.00%
TRANS FROM GENERAL FUND		65,000.00	0.00%
WASHINGTON CO LIBRARY REVENUES	40,184.00	284,205.00	14.14%
Revenue	\$43,603.82	\$352,805.00	
Expenses			
ADVERTISING EXPENSE		2,000.00	0.00%
BOOKS AND MEDIA	7,001.31	40,500.00	17.29%
BUILDING MAINT & CLEANING		13,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	3,983.83	19,505.00	20.42%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE		3,000.00	0.00%
PAYROLL EXP - REGULAR	36,825.62	246,000.00	14.97%
POSTAGE EXPENSE		300.00	0.00%
PROGRAMS EXPENSE	350.00	6,000.00	5.83%
REPAIR & MAINT - BUILDING	175.00	0.00	0.00%
TECHNICAL SUPPORT	1,280.00	15,000.00	8.53%
TRAVEL, TRAINING & MEETINGS	229.00	2,000.00	11.45%
UTILITIES EXPENSES	800.78	5,000.00	16.02%
Expenses	\$50,645.54	\$352,805.00	

Proclamations,
special
announcements
and
appointments



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

Memo

To: Farmington City Council
Kelly Penn, City Clerk

From: Mayor Ernie L Penn
Rachel Sawyer, Farmington Librarian

A handwritten signature in blue ink, appearing to read "Ernie Penn", is placed over the "From:" line.

Re: Appointment of members to the Library Board

Date: March 11, 2024

Recommendation

City Library Board requests approval of the members

Background

3 previous members have terms expiring who do not wish to stay on the board and 1 existing member who wishes to be re-appointed and remain on the board.

Discussion

The Library Board have made the recommendations for these appointments:

1. **Regina Sherwood** -Current member and President of the Library Board
2. **Pat Page** has been an officer in our Friends group and has been an asset in fundraising for projects starting with the 2020 renovation. She is a retired attorney and moved to Farmington after retiring. She visits the library sometimes daily bringing her grandchildren to programs
3. **Dana Troutt** is the Media specialist at Happy Hollow and the lead librarian for the Fayetteville School District
4. **Shawna Webb** is a nurse at Children's Hospital, is active in our Friends group and has been bringing her sons to the library since they were little. They now volunteer at the library with her oldest leading an ACT prep class and other programs for the library.

Budget Impact

None

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: Floyd Shelley
Re: Remove two (2) Dell Optiplex 7050 Computer Processing Units
Date: March 11, 2024

Recommendation

Requesting the removal & destruction of two (2) Dell Optiplex 7050 Computer Processing Units, serial #7WZKJK2, inventory tag #678, serial #25N46k2 tag #721

Background

Computers were transferred to the Street Department from Police Department on 9-9-2019. Computers no longer work.

Budget Impact

\$0

Agenda Item 11



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

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

From: Floyd Shelley, Public Works Manager

Re: Approval of Bid from Sweetser Construction Inc. for Drainage and Road improvements for Garland McKee Road in the amount of \$429,982.15

Date: March 11th, 2024

Recommendation

City staff recommends approval of this request

Background

Chris Brackett, our engineer, developed a specification sheet to bid this project. Bid process was advertised starting Feb 4th and we opened bids on Feb 22nd and we only received 1 bid which was from Sweetser Construction Inc of Fayetteville.

The project is the last phase of drainage and road improvements in conjunction with the Meadow Sweet subdivision drainage project. The original developer paid to the City \$110,000 for these improvements when the subdivision was built in lieu of doing the improvements at that time. There were no new homes on this section of the road at that time either.

These improvements will make the road safer with the widening and drainage much improved.

Discussion

The Contractor is required to start the job within 10 days from Notice to Proceed and 90 days to complete the project. See attached bid tabulation

Budget Impact

\$429,982.15 this project was in our approved street budget for 2024



5 Avebury Lane - Bella Vista, Arkansas - 72714 - Phone: 479-296-0361

TABULATION OF BIDS RECEIVED FEBRUARY 22, 2024

Garland McKee Road Improvements
City of Farmington
Farmington, Arkansas

Company: Sweetiser Construction, Inc.
Arkansas License No.: 27470424
Address: 590 W. Poplar
City/State: Fayetteville, Arkansas 72703

Item No.	Estimate Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount
1	1	Lump Sum	Insurance and Bonding	\$10,360.00	\$10,360.00		
2	1	Lump Sum	Mobilization	\$24,220.00	\$24,220.00		
3	1	Lump Sum	Erosion Control	\$4,000.00	\$4,000.00		
4	1	Lump Sum	Traffic Control	\$24,000.00	\$24,000.00		
5	1	Lump Sum	Trench and Excavation Safety Systems, complete in place	\$2,500.00	\$2,500.00		
6	1	Lump Sum	Demolition and Removal	\$12,700.00	\$12,700.00		
7	1032	Linear Feet	Saw-cut Roadway	\$5.00	\$5,160.00		
8	450.9	Cubic Yards	Undercut and Backfill, complete in place	\$36.00	\$16,232.40		
9	216.9	Square Yard	Subgrade Preparation, complete in place	\$5.00	\$1,084.50		
10	9.7	Stations	Curb Backfill and Grading, complete in place	\$300.00	\$2,910.00		
11	970.5	Linear Feet	Concrete Curb and Gutter, complete in place	\$38.00	\$36,879.00		
12	66.8	Tons	ACHM Surface Course, complete in place	\$396.00	\$26,452.80		
13	386.1	Square Yard	8-inch Concrete Road Widening, complete in place	\$130.00	\$50,193.00		
14	216.9	Square Yard	6-inch Class 7 Aggregate Base Course (Under Curb), complete in	\$150.00	\$32,535.00		
15	18.5	Square Yard	8-inch Class 7 Aggregate Base Course (No Curb), complete in place	\$170.00	\$3,145.00		
16	6	Each	Concrete Driveway, complete in place	\$6,750.00	\$40,500.00		
17	962	Linear Feet	24-inch Class III RCP, complete in place	\$105.60	\$101,587.20		
18	1	Each	24-inch RCP Flared End Section, complete in place	\$1,200.00	\$1,200.00		
19	3	Each	4-foot x 4-foot Drop Inlet, complete in place	\$3,950.00	\$11,850.00		
20	1745.5	Square Yard	Furnish and place 4-inch Topsoil, complete in place	\$10.00	\$17,455.00		
21	1745.5	Square Yard	Hydroseeding, complete in place	\$1.50	\$2,618.25		
22	6	Each	Remove and Replace Mailboxes, complete in place	\$400.00	\$2,400.00		
TOTAL BID					\$429,982.15		

Certified Correct:

Christopher B Brackett, P.E. - Arkansas No. 10628

* Error on Estimated Quantity corrected from Bid

Washington County

Assessor's Office

Russell Hill, Assessor



Date Created: 3/1/2024
Created By: actDataScout

1 inch = 318 feet

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Agenda Item 12

RESOLUTION NO. 2024-07

A RESOLUTION WAIVING REQUIREMENTS OF COMPETITIVE BIDDING FOR THE PURCHASE OF THREE (3) 2024 CHEVROLET TAHOE AND THE EQUIPMENT TO OUTFIT THE VEHICLES FOR THE FARMINGTON POLICE DEPARTMENT PURSUANT TO A.C.A. §14-58-303(b)(2)(B)

WHEREAS, the Farmington Police Department is in the process of acquiring three (3) 2024 Chevrolet Tahoe's and the equipment to outfit the vehicles for the Farmington Police department; and

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

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

SECTION 1: That due to the exceptional situation as described hereinabove, competitive bidding for the purchase of three (3) 2024 Chevrolet Tahoe's and the equipment to outfit the vehicles is deemed to be neither feasible nor practicable.

SECTION 2: That in accordance with A.C.A. §14-58-303(b)(2)(B), which state, "the governing body, by resolution, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible nor practical," the City of Farmington, Arkansas, through its city council, is hereby authorized to purchase three (3) 2024 Chevrolet Tahoe's and the equipment to outfit the vehicles for \$205,038.42, with the total authorized expenditure not to exceed \$205,038.42.

PASSED AND APPROVED this 11th day of March 2024.

Ernie Penn, Mayor

Kelly Penn, City Clerk



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

MEMO

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

From: BRIAN HUBBARD, CHIEF
Re: PURCHASE OF NEW UNITS
Date: 3/11/2024

Recommendation

Request the approval to purchase three (3) new 2024 vehicles with equipment. This is a budgeted purchase.

Background

Chrysler / Dodge has quit producing the Dodge Charger with the 5.7 litre Hemi. The police department has since gone to the Chevrolet Tahoe.

Discussion

We have just recently switched to the Chevy Tahoe for patrol purposes. These units will be ordered from Superior Chevrolet in Siloam Springs. With the purchase of these 3 units, they will outfit them to our specifications. The last units purchased and outfitted by them was for the SRO's and they turned out great. The cost of each Tahoe is \$54,936.00, equipment cost is \$11,363.30 and the stripe package from Sign Planet is \$2,046.84. The grand total for all three completed Tahoes is reflected below.

Budget Impact

\$205,038.42



All Non-Reflective Vinyl!





Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

MSRP:\$53,450.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$53,450.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5L0	Calibration, taillamp flasher, Red/Red	Inc.
5T5	Seats, front cloth and second row vinyl	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
6N5	Switches, rear window inoperative	\$57.00
6N6	Door locks and handles, inside rear doors inoperative	\$62.00
7X3	Spotlamp, left-hand	\$800.00
9C1	Identifier for Police Package Vehicle	\$0.00
AMF	Remote Keyless Entry Package	\$75.00
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BCV	Lock control, driver side auto door lock disable	Inc.
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.

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Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

FE9	Emissions, Federal requirements		\$0.00
GBA	Black		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen		\$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	
VPV	Ship Thru, Produced In Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		\$0.00
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	

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Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

—	Power supply, 50-amp, power supply, auxiliary battery	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
—	Seat belts, 3-point, all seating positions	Inc.
—	Protected idle	Inc.

SUBTOTAL	\$54,591.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$56,586.00

FUEL ECONOMY

Est City:14 (2023) MPG
 Est Highway:20 (2023) MPG
 Est Highway Cruising Range:480.00 mi

$$\frac{-1650}{\$54,936}$$

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 Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: FARMINGTON PD
CHIEF HUBBARD

1/29/2024
JV

Vehicle

2023 CHEVY TAHOE
Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN INNER EDGE DUO KIT B/W B/A INCLUDES C399 CORE	\$ 2,850.00
	CCTL7 CONTROL SA315 SPEAKER AND BRKT	
1	5168T-F GO RHINO PUSH BUMPER	\$ 525.00
6	I3JC PB LIGHTS	\$ 570.00
1	HG22PC62BW SIDE RUNNER LIGHTS	\$ 657.00
2	1/4 WINDOW LIGHTS	\$ 190.00
1	PKG-VSX-1800-TAH-PM	\$ 718.63
1	C-ARM-1001 ARM REST	\$ 206.06
1	C-HDM-224 TELESCOPING POLE	\$ 121.18
1	C-MD-207 TILT SWIVEL MOTION DEVICE	\$ 104.33
1	C-HDM-303 OFFSET PLATFORM	\$ 62.21
1	C-HDM-301 ADAPTER	\$ 11.66
1	UT-2006 SURFACE PRO 7 MOUNT	\$ 198.94
1	MD-ARM-0603	\$ 97.85
1	KB-108	\$ 368.71
1	475-2015 W/475-1564 RETRO KIT AR MOUNT	\$ 715.82
1	JOTTO 475-1675 PARTITION	\$ 769.38
1	475-1674 HSEP	\$ 105.29
1	475-1682 CARGO BARRIER	\$ 471.24
		\$ -
		\$ -
	Shop Supplies	\$ 120.00
		\$ -
	Installation Labor	\$ 2,500.00

Total Upfit \$ 11,363.30

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

Sign Planet
664 W. Ash St Fayetteville, AR 72703
sales@signplanet.com
(479) 444-9200



Quote 6617

SALES REP INFO
Sarah Meadors
Account Manager
sarah@signplanet.com
(479) 444-9200

QUOTE DATE
02/08/2024
QUOTE EXPIRY DATE
03/09/2024
TERMS
Due on receipt

REQUESTED BY
City of Farmington Police Dept

CONTACT INFO
Brian Hubbard
brianhubbard@cityoffarmington-ar.gov
(479) 267-3411

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Police Tahoe Wraps 2024 Black Tahoe wraps Full Coverage of all doors, spot graphics on sides and rear	3	Unit	\$1,865.00	\$5,595.00	Y

This handcrafted quote is based on the specific information you've given us and is valid for 30 days.

When you approve this quote, you are agreeing to pay 100% of the quoted price. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll start on design and permitting if required and then move your order to production once approved. The balance is due prior to delivery.

Need to make a change?

No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

Subtotal: \$5,595.00
Sales Tax (9.75%): \$545.51
Total: \$6,140.51

SIGNATURE:

DATE:

Agenda Item 13

RESOLUTION NO. 2024-08

A RESOLUTION WAIVING REQUIREMENTS OF COMPETITIVE BIDDING FOR APPROVAL OF OVERLAY AND MILLING BID FROM EMERY SAPP & SONS INC. FOR ECOLOGY DRIVE PURSUANT TO A.C.A. §14-58-303(b)(2)(B)

WHEREAS, The original proposal for the overlay of Ecology Drive was a joint venture with the builder/developer, Paul Schmidt, and the City of Farmington and the paving contractor. Ecology Drive is the main access point to this development; and

WHEREAS, The builder is only required to improve half of the street with this type of development, the city's cost for the other half is \$33,875.00; and

WHEREAS, The Mayor has the authority to approve up to \$35,000 based upon State Law; and

WHEREAS, The contractor discovered that milling of the street was not included in their original bid making the city have an additional cost of \$5,577.00 for our part of the street. This additional cost has increased the total cost to \$39,452.00 which exceeds the Mayor's authorization; and

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

SECTION 1: That due to the exceptional situation as described hereinabove, competitive bidding for overlay and milling bid from Emery Sapp & Sons Inc. for Ecology Drive is deemed to be neither feasible nor practicable.

SECTION 2: That in accordance with A.C.A. §14-58-303(b)(2)(B), which states, "the governing body, by resolution, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible nor practical," the City of Farmington, Arkansas, through its city council, is hereby authorizing the overlay and milling bid from Emery Sapp & Sons Inc. for Ecology Drive not to exceed \$39,452.00 out of the general fund.

PASSED AND APPROVED this 11th day of March 2024.

Ernie Penn, Mayor

Kelly Penn, City Clerk



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

Memo

To: Farmington City Council
Kelly Penn, City Clerk

From: Mayor Ernie L Penn
Public Works Manager Floyd Shelley

A handwritten signature in blue ink, appearing to read "Ernie L Penn", is written over the "From:" line.

Re: Approval of overlay and milling bid from Emery Sapp & Sons Inc for Ecology Drive
In the amount of \$39,452. (overlay cost \$33,875 and Milling cost \$5,577)

Date: March 11th 2024

Recommendation

City staff recommends approval of this request

Background

The original proposal for the overlay of Ecology Drive was a joint venture with the builder/developer, Paul Schmidt, and the City of Farmington and the paving contractor. The Builder is only required to improve ½ of the street with this type of development so we agreed that it would make more sense to have a completely new overlaid street, so our original cost for our part (1/2) is the \$33,875. Paul Schmidt will pay the other ½ of the cost. The Mayor has the authority to approve up to \$35,000 based upon State Law.

However, the contractor discovered that milling of the street was not included in their original bid, so the city will have an additional cost of \$5,577 for our part of the street. This additional cost has increased the total cost to \$39,452 which exceeds the Mayor's authorization, therefore the Council needs to approve the total amount for this project.

Ecology Drive is the main access point to this development.

Discussion

The council action will need to include the waiving of competitive bidding

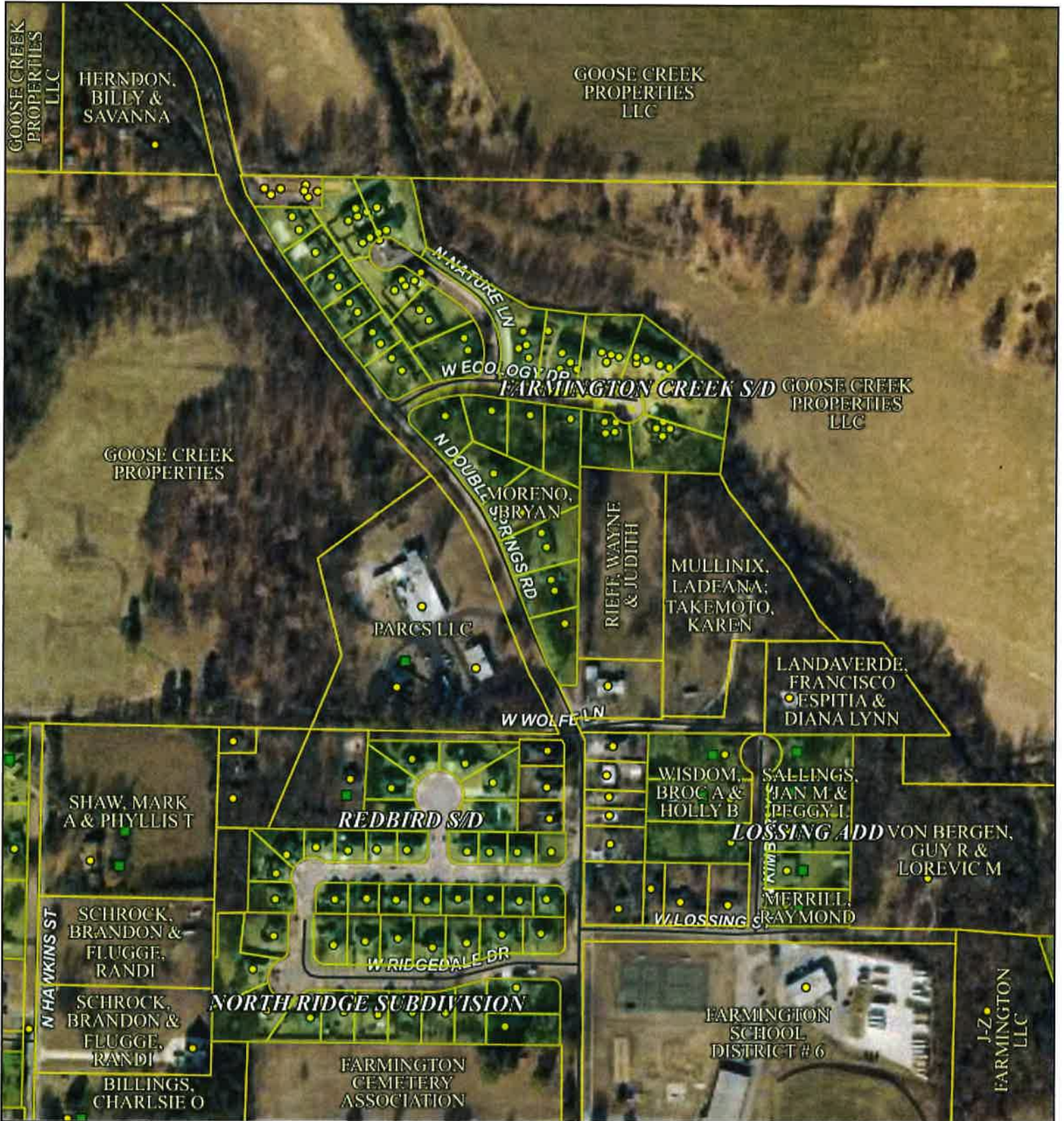
Budget Impact

\$5,577 for the milling cost from the original bid.

Washington County

Assessor's Office

Russell Hill, Assessor



Date Created: 2/26/2024
Created By: actDataScout

1 inch = 318 feet

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100% EMPLOYEE OWNED

5184 North Dak | Springdale, AR 72764 | ☎ 417.833.9916

Proposal
EMERY SAPP & SONS, INC.
Job Code:17-23563 Ecology Drive
Description:Overlay for City Streets
7/21/2023

Job Code 17-23563 Ecology Drive
Job Description Overlay for City Streets
Bid Date 19-Jul-2023

Table with 5 columns: Description, Quantity, Unit of Measure, Unit Price, Total Price. Includes a row for '2" Street Overlay' and a 'GRAND TOTAL' row.

Proposal Certification

Miscellaneous Notes

- *PRICING IS BASED ON PAVING ON THE SAME DAY AS WE PAVE FOR MARK FOSTER CONSTRUCTION. ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT \$3050.00 IF REQUIRED.
*PRICING IS BASED ON COMPLETING THE PORTION OF ECOLOGY DRIVE THAT MARK FOSTER CONSTRUCTION IS NOT RESPONSIBLE FOR.
*ASPHALT TO BE A MARSHALL MIX WITH RAP ONLY.
*PERMITS, BOND, SAWCUTTING, CONSTRUCTION CONTROL, STAKING & LAYOUT, TRAFFIC CONTROL, CONSTRUCTION SIGNAGE, MATERIAL REMOVAL, MATERIAL HAUL-OFF AND TESTING ARE EXCLUDED.
*WORK IS BASED ON 1 MOBILIZATIONS FOR ASPHALT. ADDITIONAL MOBILIZATIONS TO BE CHARGED AT \$3050 EACH.
*EMERY SAPP & SONS SHALL NOT BE HELD RESPONSIBLE FOR DRAINAGE PROBLEMS WHERE THE PERCENT OF FALL IS LESS THAN 2%. ANY CORRECTIVE ACTION TO BE DONE ON A TIME AND MATERIALS BASIS.
*PROPOSAL VALID FOR 10 CALENDAR DAYS AND WITH WORK BEING PREFORMED WITHIN 60 CALENDAR DAYS.
*RETAINAGE TO BE PAID WITHIN 90 DAYS AFTER COMPLETION OF WORK UNLESS RETAINAGE IS WITHHELD FROM CONTRACTOR DUE TO THE FAULT OF SUBCONTRACTOR.
*ADD 1% IF PERFORMANCE & PAYMENT BOND IS REQUIRED.
*PLEASE BE AWARE THAT EXISTING SURFACE CRACKS AND CONSTRUCTION JOINTS IN ANY EXISTING CONCRETE SURFACE MAY REFLECT THROUGH THE ASPHALT OVERLAY OVER TIME.
*WORK TO BE DONE IN ACCORDANCE WITH A MUTUALLY AGREED UPON SCHEDULE.
*WORK PERFORMED M-F, 7AM TO 5PM, NO NIGHTS OR WEEKENDS.
*THIS IS A UNIT PRICE CONTRACT

- Any Alteration of deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.
- Contract Conditions: All Material is guaranteed to be as specified above. All work is to be completed in a workman like manner according to standard practices.

- In the unlikely event of any discrepancies regarding quantities or extended prices, the unit prices will prevail
- THIS PROPOSAL IS VOIDABLE IF NOT ACCEPTED WITHIN 10 DAYS
- PLEASE SIGN AND RETURN ONE (1) COPY OF THIS PROPOSAL TO INDICATE ACCEPTANCE. BE SURE YOU HAVE MARKED ALL OPTIONS AND INITIALIZED THE CONTRACT CONDITIONS AND OTHER PROVISIONS (IF APPLICABLE). NO WORK ORDERS WILL BE ISSUED UNTIL ESS ASPHALT HAVE A SIGNED PROPOSAL.
- Unsuitable Materials are Excluded From this Proposal and will be negotiated if/when Encountered
- Prices are based on performance of work by our open shop crews. We will not sign any union or project labor agreements as a condition to work on this project.

- ESS Asphalt Reserves the right to perform asphalt paving if the ambient temperature is below 50 degrees F or, if in ESS Asphalts sole discretion weather conditions are not suitable for paving. If Owner/Prime Contractor requests ESS Asphalt to perform Asphalt Paving after Receiving notice of an unsuitable subgrade and/or unsuitable weather conditions, then Owner/Prime Contractor hereby agrees to release ESS Asphalt from any and all Liability and/or Costs or Damages caused by or resulting from such Asphalt Paving.

- This Proposal will become part of the contract
- For any paving to be completed between December 15th and March 1st, Please add \$5,000.00 per occurrence to be paid for the purpose of maintaining a heated asphalt source.
- ESS Asphalt expects zero percent retainage on payments, which is the same as MoDOT has with the Prime Contractor

- Subcontracts must be made to: Emery Sapp & Sons, Inc.
- Base Rock is to be on grade prior to ESS Asphalt arriving on site
- Subgrade to be +/- 1/2" Prior to ESS Asphalt Arriving on Site, and Subgrade/Subbase Shall be Proof Rolled with a Loaded Tandem Truck without Deformation
- Emery Sapp and Sons, Inc. shall not be held responsible for any drainage issue where the percent of fall is less than 2%. Any corrective action will be completed on a time and material basis

Proposal Exclusions

- 2.01 Bond is not included in the above proposal. (Available upon request)
2.02 Excludes Insurance beyond Commercial liability (specifically pollution liability, OCP, builder's risk or asbestos / hazardous waste policies)
2.03 Pavement markings, Bollards, Parking blocks, Handrailing, Fencing, and Permanent signs
2.04 All permits, fees, engineering, testing, quality control, and quality control systems

Owner Initials ELP



100% EMPLOYEE OWNED

5184 North Oak | Spangdale, AR 72764 | 417-833-9915

Proposal

Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				

- 2.05 Licensed professional survey or as-builts
- 2.06 Temporary government facilities and controls - bulletin boards, project signs, government field office
- 2.07 Additional Railroad insurance, flagging and/or work within railroad tracks
- 2.08 Cleaning and/or sweeping of adjacent streets and roads beyond above listed scope of work
- 2.09 Excludes traffic control, temporary fence or barricades
- 2.10 Excludes any SWPPP and temporary stormwater pollution control plans

Payments to be made as follows:

Estimates Monthly

Terms Net 30 Days

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications

submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written

orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond

our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation

insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

STANDARD TERMS AND CONDITIONS

Attached to Proposal

Contractual Conditions These Standard Terms and Conditions are not binding upon Emery Sapp & Sons, Inc. (ESS) until Customer has authorized ESS to commence work by execution of the Proposal.

Financial Assurance Customer shall, at the written request of ESS and before the commencement of the Work (or any time thereafter), furnish to ESS reasonable evidence that financial arrangements have been made to fulfill the Customer's obligations to pay ESS. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Customer shall not materially vary such financial arrangements without prior written notice to ESS.

Warranty Workmanship: ESS warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the Work.

Entire Warranty: THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ESS's Obligation: ESS shall correct any defects due to faulty workmanship, which appear within twelve (12) months after substantial completion of ESS's Work. ESS's obligation and liability under this warranty are limited to the repair or replacement of any defective workmanship, at Customer's site, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by Customer from any cause, including defects covered by this paragraph.

Exclusions: This warranty does not cover any failure or defect resulting from: (1) Substrate deterioration or earth movement; (2) Harmful chemicals, fumes, or vapors; (3) Buried hazardous materials; (4) Vandalism or physical abuse; (5) Lack of proper maintenance and repair; (6) Unauthorized penetrations or repairs; (7) Acts beyond the reasonable control of ESS, including without limitation, fire, flood, earthquake, tornado, explosions, Acts of God, or other catastrophic events.

Notice: Any warranty claim must be presented in writing to ESS within 12 months after the substantial completion of the ESS's Work, or the claim shall be waived.

Terms of Payment Payments are due within thirty days from the submission to Customer of an invoice or Application for Payment. A "late payment" charge of one and one-half percent (1-1/2%) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately

Permits Unless otherwise provided in the Proposal, all building, construction, and other permits required for the Work shall be obtained by Customer at no cost to ESS. Customer shall be responsible for all cost attributable to any delays caused by the Customer's failure to obtain all required permits within the time frame anticipated in this Contract. In addition, the Customer shall be responsible for any and all inspections or tests required by regulatory agencies or code enforcement agencies, as well as corrective measures if required.

Performance Dates The performance schedule, if stated in the Proposal, is approximate and is not guaranteed by ESS. ESS shall not be liable for delays in delivery, fabrication or installation when such delays result from acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond ESS's reasonable control, and the date of performance shall be adjusted for any such delays. Further, ESS shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

Scope Limitations Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from ESS's Work. Any item which is not specifically made a responsibility of ESS in this Contract is specifically excluded.

Contract Amendments Either ESS or Customer may propose changes to the Work, and such changes shall be incorporated into the final design as long as proper adjustments in price and schedule are made. The following contract amendment procedure is to be used for work performed for the Customer by ESS, which is beyond the Scope of the signed Proposal. As change order items are identified and before any work is done, ESS and the Customer will review and agree on the work to be performed.

A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order.

ESS will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided upon request by Customer.

Facility/Site Conditions Customer shall provide adequate working and storage areas, utilities, and reasonable access to the job site. Customer shall pay any additional costs incurred by ESS as a result of variations in the conditions of the project or site (including but not limited to conditions that were not anticipated by ESS.)

Drawings Any drawings and specifications attached or incorporated into the Proposal have been approved by Customer. No changes shall be made in these drawings or specifications without the express written consent of ESS. ESS shall be entitled to full compensation inclusive of profit and overhead for any and all changes in the drawings and specifications and the work depicted therein, and for any schedule delays, caused in whole or in part by any changes. Customer shall take full responsibility for the completeness and accuracy of any and all drawings and data for the Project. Should this information be incomplete or inaccurate, then Customer shall pay any and all additional costs (including overhead and profit) incurred by ESS as a result.

Use of Specifications and Drawings ESS shall make no use of the specifications, drawings, or other documents except in connection with this Contract.

Indemnification Customer agrees to defend and indemnify ESS against any loss or expense from any claim or suit against ESS as a result of any personal injury or property damage caused by the negligence of Customer or its agent, employees, or suppliers. ESS agrees to indemnify Customer for any loss or expense from any claim or suit against Customer as a result of any personal injury or property damage caused by the negligence of ESS or its agents or employees. Neither party shall be required to indemnify the other party for the other party's negligence.

Customer's Insurance Customer will procure and maintain the insurance described below: (a) Construction All Risk, (2) Commercial General Liability, and (3) Property/Casualty Insurance.

Construction All Risk Insurance: Construction All Risk Insurance or Customer's risk insurance having a "replacement value" basis, and including flood and collapse coverage, on all equipment and activities included in the Proposal and all materials and equipment intended for permanent use or incidental to the construction the Project, the cost of which is included

Owner Initials *ESR*

ESS Rep Initials: _____ 2 of 3



100% EMPLOYEE OWNED

5184 North Dakl Springdale, AR 72764 | t 417-833-9916

Proposal

Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				

in the cost of the Proposal, while in transit to the site of construction, while at temporary storage locations and while in or about the premises awaiting and during construction until the project is accepted in its entirety by the Customer. The policy will: (a) Provide that all losses shall be adjusted with, and made payable to, the Customer or ESS as their interest may appear. (b) Contain no co-insurance clause. (c) Contain 30-day cancellation notice. (d) All deductibles shall be paid by Customer.

Commercial General Liability Insurance: Customer shall maintain commercial general liability insurance from commencement of the Work until twelve (12) months after the Project is finally completed. The limit of liability under such insurance shall be at least \$1,000,000 for any one occurrence.

Property/Casualty Insurance: Customer shall purchase and maintain the usual property/casualty insurance on the property and facility in the full replacement value of the property. All monies received under any such policy shall be applied in or towards the replacement and repair of the Work that is lost, damaged or destroyed. Customer and ESS waive all rights against each other and any of their subcontractors, agents, and employees for any damages or liability covered by Customer's insurance, including any right of subrogation.

ESS's Insurance ESS will provide and maintain, until completion of the Work, Automobile liability insurance, general liability insurance, and workers' compensation insurance. Proof of insurance will be provided if requested.

Limitation of Liability In no event shall ESS be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer, including, but not limited to, loss of use, loss of profit, business interruption, interest, loss by reason of shutdown or non-operation of the Customer's facilities, increased expenses of operation of the Project, the facility or other facilities, or special consequential loss or damage, arising from any cause whatsoever, including without limitation, fire. To the fullest extent permitted by law, the total liability, in the aggregate, of ESS to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ESS's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount.

Cancellation Upon cancellation of this Contract, Customer shall be responsible to ESS for all costs of cancellation, including (1) the proportionate contract price for all Work completed, whether shipped or not, prior to ESS's receipt of notice of cancellation; (2) all costs incurred by ESS in connection with Work not completed at the time notice of cancellation is received; (3) ESS's full anticipated fee for this Contract; (4) all expenses incurred by ESS by reason of such cancellation, including costs arising from termination of subcontractors and vendors; and (5) ESS's reasonable attorney's fees incurred to enforce or defend this provision. This clause shall not limit nor apply to Customer's remedies in the event ESS shall breach or fail to perform any of the terms of this Contract; provided, however, that ESS's liability shall not exceed the limitation of liability set forth in these Terms and Conditions.

Termination If the Customer fails to make payment for a period of 10 days after the date the payment is due, ESS may, upon seven days written notice to Customer, terminate this Contract and recover from the Customer payment for Work executed and for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit applicable to the Project. If ESS defaults or persistently fails or neglects to carry out the Work in accordance with this Contract or fails to perform a provision of the Contract, Customer, after seven days written notice to ESS, may make good such deficiencies and may deduct the cost thereof from the payment due ESS. If the unpaid balance of the Contract Amount exceeds costs of finishing the Work, such excess shall be paid to ESS, but if such costs exceed such unpaid balance, ESS shall pay the difference to Customer, subject to the limitation of liability set forth in these Terms and Conditions.

Choice of Law This Contract and any disputes arising under or related to it shall be governed by the laws of place where the Project is located.

Dispute Resolution The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this agreement. Any party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipients of such notice will respond in writing within five business days with a statement of their position on and recommended solution to the dispute.

Assigns This Contract shall be binding upon the heirs, executors, administrators, successors, survivors, and assigns of the respective parties. Neither party shall assign this Contract without written consent of the other party.

Complete Agreement This Contract sets forth the entire and integrated agreement between Customer and ESS and supersedes any and all prior agreements, representations, and negotiations. No verbal agreement or conversation with any representative or employee of ESS, either before or after execution of the Contract, shall affect or modify any of the terms or obligations of this Contract

Submitted By: Will Zuerker

Owner Signature: Ernie L Penn

Title of Signee: MAYOR

Date of Signature: 7-24-2023

Mayor Ernie L. Penn
City of Farmington
P.O. Box 150
Farmington, AR 72730

Owner Initials: ELP



100% EMPLOYEE OWNED

5184 North Dakota Springdale, AR 72764 | o 417-833-9945

Proposal

EMERY SAPP & SONS, INC.

Job Code:17-24155 Ecology Drive Cold Milling

Description:

2/26/2024

Job Code 17-24155 Ecology Drive Cold Milling
Job Description

Bid Date 26-Feb-2024

Proposal

Table with 5 columns: Description, Quantity, Unit of Measure, Unit Price, Total Price. Row 1: Subtotal Description, 300.00 SY, \$18.59, \$5,577.00. Row 2: GRAND TOTAL: \$5,577.00

Proposal Certification

Miscellaneous Notes

- *PERMITS, BOND, SAWCUTTING, CONSTRUCTION CONTROL, STAKING & LAYOUT, TRAFFIC CONTROL, CONSTRUCTION SIGNAGE, MATERIAL REMOVAL, MATERIAL HAUL-OFF AND TESTING ARE EXCLUDED.
PROPOSAL VALID FOR 10 CALENDAR DAYS AND WITH WORK BEING PREFORMED WITHIN 60 CALENDAR DAYS.
*RETAINAGE TO BE PAID WITHIN 90 DAYS AFTER COMPLETION OF WORK UNLESS RETAINAGE IS WITHHELD FROM CONTRACTOR DUE TO THE FAULT OF SUBCONTRACTOR.
*ADD 1% IF PERFORMANCE & PAYMENT BOND IS REQUIRED.
*PLEASE BE AWARE THAT EXISTING SURFACE CRACKS AND CONSTRUCTION JOINTS IN ANY EXISTING CONCRETE SURFACE MAY REFLECT THROUGH THE ASPHALT OVERLAY OVER TIME.
*THE MILLING PRICE DOES NOT INCLUDE MILLING AROUND OBJECTS OR IN TIGHT CORNERS. SOME SLAB ASPHALT MAY NEED TO BE REMOVED BY OTHER MEANS.
*WORK TO BE DONE IN ACCORDANCE WITH A MUTUALLY AGREED UPON SCHEDULE.
*WORK PERFORMED M-F, 7AM TO 5PM, NO NIGHTS OR WEEKENDS.
*THIS IS A UNIT PRICE CONTRACT.

- Any Alteration of deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.
- Contract Conditions: All Material is guaranteed to be as specified above. All work is to be completed in a workman like manner according to standard practices.
- In the unlikely event of any discrepancies regarding quantities or extended prices, the unit prices will prevail
- THIS PROPOSAL IS VOIDABLE IF NOT ACCEPTED WITHIN 10 DAYS
- PLEASE SIGN AND RETURN ONE (1) COPY OF THIS PROPOSAL TO INDICATE ACCEPTANCE. BE SURE YOU HAVE MARKED ALL OPTIONS AND INITIALIZED THE CONTRACT CONDITIONS AND OTHER PROVISIONS [IF APPLICABLE]. NO WORK ORDERS WILL BE ISSUED UNTIL ESS ASPHALT HAVE A SIGNED PROPOSAL.
- Unsuitable Materials are Excluded From this Proposal and will be negotiated if/when Encountered
- Prices are based on performance of work by our open shop crews. We will not sign any union or project labor agreements as a condition to work on this project.
- ESS Asphalt Reserves the right to perform asphalt paving if the ambient temperature is below 50 degrees F or, if in ESS Asphalts sole discretion weather conditions are not suitable for paving. If Owner/Prime Contractor requests ESS Asphalt to perform Asphalt Paving after Receiving notice of an unsuitable subgrade and/or unsuitable weather conditions, then Owner/Prime Contractor hereby agrees to release ESS Asphalt from any and all Liability and/or Costs or Damages caused by or resulting from such Asphalt Paving.
- This Proposal will become part of the contract
- For any paving to be completed between December 15th and March 1st, Please add \$5,000.00 per occurrence to be paid for the purpose of maintaining a heated asphalt source.
- ESS Asphalt expects zero percent retainage on payments, which is the same as MoDOT has with the Prime Contractor

- Subcontracts must be made to: Emery Sapp & Sons, Inc.
- Base Rock is to be on grade prior to ESS Asphalt arriving on site
- Subgrade to be +/- 1/2" Prior to ESS Asphalt Arriving on Site, and Subgrade/Subbase Shall be Proof Rolled with a Loaded Tandem Truck without Deformation
- Emery Sapp and Sons, Inc. shall not be held responsible for any drainage issue where the percent of fall is less than 2%. Any corrective action will be completed on a time and material basis

Proposal Exclusions

- 2.01 Bond is not included in the above proposal. (Available upon request)
2.02 Excludes Insurance beyond Commercial liability (specifically pollution liability, OCP, builder's risk or asbestos / hazardous waste policies)
2.03 Pavement markings, Bollards, Parking blocks, Handrailing, Fencing, and Permanent signs
2.04 All permits, fees, engineering, testing, quality control, and quality control systems
2.05 Licensed professional survey or as-builts
2.06 Temporary government facilities and controls - bulletin boards, project signs, government field office
2.07 Additional Railroad insurance, flagging and/or work within railroad tracks
2.08 Cleaning and/or sweeping of adjacent streets and roads beyond above listed scope of work
2.09 Excludes traffic control, temporary fence or barricades
2.10 Excludes any SWPPP and temporary stormwater pollution control plans

Owner Initials: [Signature]



100% EMPLOYEE OWNED

5184 North Oak | Springdale, AR 72764 | 6412-843-0015

Proposal

Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				

Payments to be made as follows: Terms Net 30 Days
 Estimates Monthly
 All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

STANDARD TERMS AND CONDITIONS
 Attached to Proposal

Contractual Conditions These Standard Terms and Conditions are not binding upon Emery Sapp & Sons, Inc. (ESS) until Customer has authorized ESS to commence work by execution of the Proposal.

Financial Assurance Customer shall, at the written request of ESS and before the commencement of the Work (or any time thereafter), furnish to ESS reasonable evidence that financial arrangements have been made to fulfill the Customer's obligations to pay ESS. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Customer shall not materially vary such financial arrangements without prior written notice to ESS.

Warranty Workmanship: ESS warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the Work.

Entire Warranty: THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ESS's Obligation: ESS shall correct any defects due to faulty workmanship, which appear within twelve (12) months after substantial completion of ESS's Work. ESS's obligation and liability under this warranty are limited to the repair or replacement of any defective workmanship, at Customer's site, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by Customer from any cause, including defects covered by this paragraph.

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Scope Limitations Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from ESS's Work. Any item which is not specifically made a responsibility of ESS in this Contract is specifically excluded.

Contract Amendments Either ESS or Customer may propose changes to the Work, and such changes shall be incorporated into the final design as long as proper adjustments in price and schedule are made. The following contract amendment procedure is to be used for work performed for the Customer by ESS, which is beyond the Scope of the signed Proposal. As change order items are identified and before any work is done, ESS and the Customer will review and agree on the work to be performed. A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order.

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Drawings Any drawings and specifications attached or incorporated into the Proposal have been approved by Customer. No changes shall be made in these drawings or specifications without the express written consent of ESS. ESS shall be entitled to full compensation inclusive of profit and overhead for any and all changes in the drawings and specifications and the work depicted therein, and for any schedule delays, caused in whole or in part by any changes. Customer shall take full responsibility for the completeness and accuracy of any and all drawings and data for the Project. Should this information be incomplete or inaccurate, then Customer shall pay any and all additional costs (including overhead and profit) incurred by ESS as a result.

Use of Specifications and Drawings ESS shall make no use of the specifications, drawings, or other documents except in connection with this Contract.

Indemnification Customer agrees to defend and indemnify ESS against any loss or expense from any claim or suit against ESS as a result of any personal injury or property damage caused by the negligence of Customer or its agent, employees, or suppliers. ESS agrees to indemnify Customer for any loss or expense from any claim or suit against Customer as a result of any personal injury or property damage caused by the negligence of ESS or its agents or employees. Neither party shall be required to indemnify the other party for the other party's negligence.

Customer's Insurance Customer will procure and maintain the insurance described below: (a) Construction All Risk, (2) Commercial General Liability, and (3) Property/Casualty Insurance.

Construction All Risk Insurance: Construction All Risk Insurance or Customer's risk insurance having a "replacement value" basis, and including flood and collapse coverage, on all equipment and activities included in the Proposal and all materials and equipment intended for permanent use or incidental to the construction the Project, the cost of which is included in the cost of the Proposal, while in transit to the site of construction, while at temporary storage locations and while in or about the premises awaiting and during construction until the project is accepted in its entirety by the Customer. The policy will: (a) Provide that all losses shall be adjusted with, and made payable to, the Customer or ESS as their interest may appear. (b) Contain no co-insurance clause. (c) Contain 30-day cancellation notice. (d) All deductibles shall be paid by Customer.

Commercial General Liability Insurance: Customer shall maintain commercial general liability insurance from commencement of the Work until twelve (12) months after the Project is finally completed. The limit of liability under such insurance shall be at least \$1,000,000 for any one occurrence.

Property/Casualty Insurance: Customer shall purchase and maintain the usual property/casualty insurance on the property and facility in the full replacement value of the property. All

Owner initials: EP



100% EMPLOYEE OWNED

5184 North Oak | Springdale, AR 72764 | P 417-833-9915

Proposal

Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				

monies received under any such policy shall be applied in or towards the replacement and repair of the Work that is lost, damaged or destroyed. Customer and ESS waive all rights against each other and any of their subcontractors, agents, and employees for any damages or liability covered by Customer's insurance, including any right of subrogation. ESS's Insurance ESS will provide and maintain, until completion of the Work, Automobile liability insurance, general liability insurance, and workers' compensation insurance. Proof of insurance will be provided if requested.

Limitation of Liability In no event shall ESS be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer, including, but not limited to, loss of use, loss of profit, business interruption, interest, loss by reason of shutdown or non-operation of the Customer's facilities, increased expenses of operation of the Project, the facility or other facilities, or special consequential loss or damage, arising from any cause whatsoever, including without limitation, fire. To the fullest extent permitted by law, the total liability, in the aggregate, of ESS to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ESS's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount.

Cancellation Upon cancellation of this Contract, Customer shall be responsible to ESS for all costs of cancellation, including (1) the proportionate contract price for all Work completed, whether shipped or not, prior to ESS's receipt of notice or cancellation; (2) all costs incurred by ESS in connection with Work not completed at the time notice of cancellation is received; (3) ESS's full anticipated fee for this Contract; (4) all expenses incurred by ESS by reason of such cancellation, including costs arising from termination of subcontractors and vendors; and (5) ESS's reasonable attorney's fees incurred to enforce or defend this provision. This clause shall not limit nor apply to Customer's remedies in the event ESS shall breach or fail to perform any of the terms of this Contract; provided, however, that ESS's liability shall not exceed the limitation of liability set forth in these Terms and Conditions.

Termination If the Customer fails to make payment for a period of 10 days after the date the payment is due, ESS may, upon seven days written notice to Customer, terminate this Contract and recover from the Customer payment for Work executed and for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit applicable to the Project. If ESS defaults or persistently fails or neglects to carry out the Work in accordance with this Contract or fails to perform a provision of the Contract, Customer, after seven days written notice to ESS, may make good such deficiencies and may deduct the cost thereof from the payment due ESS. If the unpaid balance of the Contract Amount exceeds costs of finishing the Work, such excess shall be paid to ESS, but if such costs exceed such unpaid balance, ESS shall pay the difference to Customer, subject to the limitation of liability set forth in these Terms and Conditions.

Choice of Law This Contract and any disputes arising under or related to it shall be governed by the laws of place where the Project is located.

Dispute Resolution The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this agreement. Any party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipients of such notice will respond in writing within five business days with a statement of their position on and recommended solution to the dispute.

Assigns This Contract shall be binding upon the heirs, executors, administrators, successors, survivors, and assigns of the respective parties. Neither party shall assign this Contract without written consent of the other party.

Complete Agreement This Contract sets forth the entire and integrated agreement between Customer and ESS and supersedes any and all prior agreements, representations, and negotiations. No verbal agreement or conversation with any representative or employee of ESS, either before or after execution of the Contract, shall affect or modify any of the terms or obligations of this Contract

Submitted By: Will Zuerker

Owner Signature: Ernie L Penn

Title of Signee: MAYOR

Date of Signature: 2-26-2024

Mayor Ernie L. Penn
City of Farmington
P.O. Box 150
Farmington, AR 72730

Owner Initials EP

Informational Items



354 W. Main Street
P.O. Box 150
Farmington, AR 72730
479-267-3865
479-267-3805 (fax)
City Business Manager Report
March 2024
City Council Meeting

- Anniversaries include: Bo Carnes (11), and Pete Oxford (12), James Cavin (4), Logan Edge (1), and Jacob James (2) have work anniversaries this month; thank them for their service.
- The Planning Commission will have a work session on Monday March 18, 2024. The regular planning Commission meeting is March 25, 2024.
- We have passed the latest hurdle with our trail project, getting approval from the Corps of Engineers. Our latest plans have been sent to ArDot and we are waiting for their review so that we can begin notifying property owners and acquiring easements.
- Legislative Audit has been in contact with us. They will be coming this month to collect our computer records for 2023. They will schedule an on site time within the next few months.
- We have hired a ne Deputy Court Clerk. Her name is Felicia Jarrett; we are pleased to have her join our team.
- Check out the Farmington Chamber website: Farmingtonar.com and their social media posts for lots of activities in Farmington. Farmer’s Market will be starting in April.
- Baseball/softball signups are complete. If anyone has questions, please ask them to email Laurie Adkins: laurieadkins@cityoffarmington-ar.gov.
- We will be opening bids for Hwy 170 on March 19th.
- The Street Department has been working on our off road, mountain bike trail in Creekside Park. We will be adding signage once the project is complete.

***“Labor is prior to, and independent of, capital.
Capital is only the fruit of labor, and could never have existed if labor had not first existed.
Labor is the superior of capital, and deserves much the higher consideration.”
~Abraham Lincoln***

**WASHINGTON COUNTY DISTRICT COURT
FARMINGTON DEPARTMENT
MONTHLY DISTRIBUTION WORKSHEET
FEBRUARY 2024**

ADMIN OF JUSTICE FUND	Check 1	Dept. of Finance and Administration	Total for Check 1	\$ 2,064.40	Chk# 2271
	Check 2	General Fund	Total for Check 2	\$ 1,814.85	Chk# 2272
	Check 3	Washington County Treasurer (Act 1256)	Total for Check 3	\$ 1,532.75	Chk# 2272
Total Checks Admin of Justice					\$5,412.00

COURT COST & FINE	Check 4	Administration of Justice Fund			
		CCCR- Court Cost-Criminal		\$ 1,719.00	
		CCCRO-CourtCost Criminal Ordinance		\$ 25.00	
		CCDWI-Court Cost DWI		\$ 845.00	
		CCTR- Court Cost-Traffic		\$ 1,890.00	
		CCTRO- Court Cost-Traffic Ordinance		\$ 575.00	
		CCFTPI - Court Cost Insurance		\$ 358.00	
	Total for Check 4			Chk# 3982	\$5,412.00

COURT COST & FINE	Check 5	General Fund			
		FINE- Fines Collected		\$ 7,073.92	
		WF - Warrant Fee		\$ 168.23	
		FTPRFL-FTPR+60 Days Fines-Local		\$ 60.00	
		NLIFL-No Liability Ins. Fines-Local		\$ 1,035.00	
		FTPIPFL- Failure to present Ins Proof 20% Local		\$ 5.00	
		FTPRLOC-FTPR Fines Local		\$ 35.00	
	Total for Check 5			Chk# 3983	\$8,377.15

COURT COST & FINE	Check 6	Court Automation Fund			
		CFEE-Local Court Automation		\$ 797.50	
	Total for Check 6			Chk# 3984	\$797.50

COURT COST & FINE	Check 7	Department of Finance & Administration			
		CFEES - State Court Automation Fee		\$ 787.50	
		CVCFRD - Child Victim Crime Fee -Reckless Driving		\$ 5.00	
		DCSAF - Drug Crime Special Assess Fee		\$ 145.00	
		DVPFF - Domestic Violence Peace Fund Fee		\$ 55.00	
		DVSFF - Domestic Violence Shelter Fund Fee		\$ 25.00	
		NIFS - New Installment Fee - State		\$ 1,585.00	
	Total for Check 7			Chk# 3985	\$2,602.50

COURT COST & FINE	Check 8	Arkansas State Treasury			
		FTPIPFS - Arkansas First Responder Fund 80%		\$ 20.00	
		MVLF- Motor Vehicle Liability Fine		\$ 62.00	
	Total for Check 8			Chk# 3986	\$82.00

COURT COST & FINE	Check 9	Arkansas State Treasury			
		DRUG - Drug Court Cost 1/2 State Fee		\$ 50.00	
	Total for Check 9			Chk# 3887	\$50.00

COURT COST & FINE	Check 9	Washington County Treasurer			
		JBAF - Jail Booking and Admin Fee		\$ 141.00	
		CJF - County Jail Fee		\$ 1,267.77	
	Total for Check 10			Chk# 3988	\$1,408.77

COURT COST & FINE	Check 10	RF - Restitution Fee			
		Jacob Christianson/Megan Haley CR-22-881		\$ 175.00	
	Total for Check 11			Chk# 3989	\$175.00

COURT COST & FINE	Check 11	RF - Restitution Fee			
		Arvest Bank/Haley Phelan CR-22-659		\$ 25.00	
	Total for Check 12			Chk# 3990	\$25.00

COURT COST & FINE	Check 12	RF - Restitution Fee			
		Garrett Gerstner/Ty A. Henderson TR-21-244		\$ 140.00	
	Total for Check 13			Chk# 3991	\$140.00

COURT COST & FINE	Check 13	RF - Restitution Fee			
		Ethan Lee Gazaway/Michael Paul Clark		\$ 70.00	
	Total for Check 14			Chk# 3992	\$70.00

Monthly Total	\$19,139.92
Year to Date	\$49,710.92

Ernie Penn 3-1-2024
Ernie Penn, Mayor Date

Kim Bentley 3/01/24
Kim Bentley, Chief Court Clerk Date

Graham Nations, District Judge Date

Fire Department



Feb. 2024 Monthly Report for the Mayor and City Council

The new training facility is scheduled for completion in March 2024.

Several members of the Department completed Inspector 2 and Driver Operator Courses.

4 members are currently attending EMT course hosted by Fayetteville Fire Department.

Total (197)



Farmington Police Dept.

Offenses for Month 2/2023 and 2/2024

3/1/2024 5:24:58 AM

	<u>2023</u>	<u>2024</u>
ACV (DWI (UNLAWFUL ACT))	1	0
AGGRAVATED ASSAULT ON A FAMILY OR HOUSEHOLD MEMBER	0	1
Animal Cruelty	0	1
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE	0	1
BREAKING OR ENTERING / BUILDING OR STRUCTURE	0	1
Breaking or Entering/Vehicle	0	1
CONTEMPT	13	15
CONTRIBUTING TO THE DELINQUENCY OF A JUVENILE	1	0
Contributing to the delinquency of a Minor/aids, causes or encourages	3	0
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS	1	1
CYBERBULLYING	0	1
DISORDERLY CONDUCT / UNREASONABLE OR EXCESSIVE BEHAVIOR	1	0
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY	2	1
Drivers License Required	1	0
DRIVING ON SUSPENDED LICENSE	1	0
DWI (UNLAWFUL ACT)	3	1
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION	1	1
ENDANGER WELFARE OF MINOR- 2ND DEGREE- KNOWINGLY RISKS SERIOUS PHYSICAL/MENTAL HARM	3	0
ENDANGERING THE WELFARE OF A MINOR-2ND DEGREE	0	1
Excess Speed		

	<u>2023</u>	<u>2024</u>
Expired Tags	1	0
FAILURE TO APPEAR	1	0
FLEEING	18	36
Flight from Officer/foot	1	0
FRAUD - POSSESS CONTROLLED SUBSTANCE BY FRAUD, FORGERY, THEFT	0	1
FRAUDULANT USE OF CREDIT CARD - VALUE STOLEN OVER \$1,000	0	1
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER IS STOLEN	0	1
FURNISHING A DEADLY WEAPON TO A MINOR	0	1
HANDGUNS - POSSESSION BY MINOR OR POSSESSION ON SCHOOL PROPERTY	1	0
HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM	1	0
Info Only	0	2
Leaving Scene of Accident/Property Damage	2	0
LOST AND FOUND	0	1
No Proof Insurance	3	1
No Seat Belt	1	0
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER	0	1
POSSESSING INSTRUMENTS OF CRIME	1	0
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA	2	0
Possession of Drug Paraphernalia	1	0
POSSESSION OF DRUG PARAPHERNALIA	1	1
POSSESSION OF METH OR COCAINE GT 2GM BUT LT 10GM	0	1
POSSESSION OF METH OR COCAINE LT 2GM	1	0
POSSESSION OF METH OR COCAINE PURPOSE TO DELIVER LT 2GM		

	<u>2023</u>	<u>2024</u>
	1	0
POSSESSION OF SCH I OR II NOT METH OR COCAINE PURPOSE TO DELIVER		
	1	0
POSSESSION OF SCH VI LT 4OZ		
	0	1
POSSESSION OF SCH VI WITH PURPOSE TO DELIVERY		
	1	0
PUBLIC INTOXICATION / DRINKING IN PUBLIC		
	0	1
PURCHASE, POSSESSION OF INTOXICATING LIQUOR BY MINOR		
	1	1
RECKLESS DRIVING		
	1	0
RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL		
	2	0
RUNAWAY		
	1	0
SEXUAL ASSAULT - 2ND DEGREE		
	1	1
Sexual Extortion		
	0	1
SEXUAL INDECENCY WITH A CHILD		
	0	1
SHOPLIFTING \$1,000 OR LESS		
	0	1
Tail Lights/Reflectors (Improper)		
	0	1
TAMPERING WITH PHYSTICAL EVIDENCE		
	1	0
TERRORISTIC THREATENING		
	1	1
THEFT \$1,000 OR LESS - ALL OTHERS		
	0	1
THEFT \$1,000 OR LESS - FROM VEHICLE		
	0	2
THEFT OF PROPERTY - LOST, MISLAID, DELIVERED BY MISTAKE		
	1	0
THEFT OF PROPERTY / ALL OTHER		
	0	1
THEFT OF VEHICLE VALUED AT \$5,000 OR LESS BUT GREATER THAN \$1,000		
	1	0
UNATTENDED DEATH/NATURAL CAUSES		
	2	1
VIOLATION OF IMPLIED CONSENT		
	1	0

	<u>2023</u>	<u>2024</u>
VIOLATION OF OPEN CONTAINER	1	0
Totals:	84	87

FEBRUARY	Citation	Warning	Warrant	Total
Bertorello - James	3	8	1	12
Bocchino - Justin	5	21	0	26
Brotherton - James	0	0	5	5
Burnett - Nicholas	9	8	0	17
Edge - Logan	23	41	7	71
Howerton - Joshua	0	1	0	1
James - Jacob	13	8	1	22
Keenan - Nathan	2	11	0	13
Lisko - Jonathan	7	24	0	31
Long - Dustin	8	4	1	13
Mahone - Taron	12	10	0	22
Talley - Taylor	0	3	0	3
Thomas - Ryan	1	8	0	9
Virgin - Billie	0	0	5	5
Williamson - Brandon	20	13	2	35
<u>Totals</u>	<u>103</u>	<u>160</u>	<u>22</u>	<u>285</u>

Permit Report

02/01/2024 - 02/29/2024

Permit #	Permit Date	Site Address	Permit Type	Description of Work	Square Foot	Contractor	Material & Labor	Total Fees
8148	2/29/2024	286 Tyler	Building	Adding solar to roof	2,329	Lumio HX Inc	20,200	\$115.00
8147	2/27/2024	94 Hunter	Plumbing/Gas	Repair leak	0	Miller Plumbing	2,000	\$20.00
8146	2/27/2024	11294 Hwy 170	Plumbing/Gas	Replace gas line . Run sewer line	0	Baker Plumbing	2,000	\$20.00
8144	2/27/2024	12381 Jimmy Devault	Electric	Adding generator to tower	0	Arkansas Utility Contractors	8,500	\$55.00
8143	2/27/2024	295 Countryside	Mechanical	HVAC replacement	0	Franklin Heating and Air	8,094	\$55.00
8142	2/26/2024	346 Southwinds	Mechanical	HVAC change out	0	Airco	18,000	\$100.00
8141	2/26/2024	502 Waterfalls Ct	Pool	New Pool	4,285	Blue Haven Pools	60,000	\$300.00
8139	2/26/2024	169 Pitts	Plumbing/Gas	Plumbing for new house	2,722	Bryce's Plumbing	15,000	\$85.00
8138	2/23/2024	155 Whitney	Mechanical	Minisplit for addition	0	TMM Services	3,000	\$25.00
8137	2/23/2024	70 Sheep Dog	Mechanical	HVAC for new house	2,677	Pooles Refrigeration	10,950	\$65.00
8136	2/23/2024	82 Sheep Dog	Mechanical	HVAC for new house	2,677	Pooles Refrigeration	10,950	\$65.00
8135	2/23/2024	94 Sheep Dog	Mechanical	HVAC for new house	2,677	Pooles Refrigeration	10,950	\$65.00
8134	2/22/2024	510 Branta	Mechanical	HVAC for new house	2,241	Anderson Air	9,520	\$60.00
8133	2/20/2024	73 N Hunter	Mechanical	HVAC changrout	0	Larkin Mechanical	8,725	\$55.00

8132	2/16/2024	89 W Main	Plumbing/Gas	Adding water for soda fountains	0	Norwood Plumbing	4,581	\$45.00	
8131	2/16/2024	89 W Main	Plumbing/Gas	RPZ addition	0	Cedar Valley Plumbing	2,000		
8130	2/16/2024	486 Branta	Mechanical	HVAC for new house	2,418	Anderson Air	10,297	\$65.00	
8129	2/16/2024	474 Branta	Mechanical	HVAC for new house	2,418	Anderson Air	9,720	\$60.00	
8128	2/8/2024	83 S Double Springs	Sign	New sign	16	Best Sign Group	3,300	\$16.00	
8127	2/8/2024	450 Branta	Mechanical	HVAC for new house	1,969	Anderson Air	9,250	\$60.00	
8126	2/8/2024	462 Branta	Mechanical	HVAC for new house	1,969	Anderson Air	8,709	\$55.00	
8125	2/8/2024	11399 Club House	Plumbing/Gas	Installing water heater	0	Paschal	5,000	\$35.00	
8124	2/7/2024	169 Pitts	Building	New House	2,722	CLM Homes	456,000	\$1,528.00	
8123	2/7/2024	207 W Main	Plumbing/Gas	Remodel bathroom	0	A Isaacson plumbing	6,000	\$40.00	
8122	2/7/2024	207 W Main	Electric	Reconfigure front counter area	0	United Electric	40,000	\$210.00	
8121	2/6/2024	11294 Hwy 170	Electric	Upgrading Electrical	0	Ohmega Electrical	120	\$20.00	
8120	2/5/2024	498 Branta	Mechanical	Mechanical for new house	1,969	Anderson Air	9,000	\$55.00	
8119	2/5/2024	46 Hawkins	Electric	Electric for new house	5,884	Pittman Electric	25,000	\$135.00	
8118	2/2/2024	438 Branta	Mechanical	HVAC foe new house	2,300	Anderson Air	9,528	\$60.00	
8117	2/2/2024	157 Double Springs	Building	Detached Garage	350	Sean Beeson	50,000	\$260.00	
								\$3,729.00	

Total Records: 30

3/1/2024

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2024												
Total Check Outs	4,698	5,155										
YTD Check Outs	4,698	9,853										
Total Check In	2,743	2,725										
YTD Check In	2,743	5,468										
Holds Satisfied	547	469										
YTD Hold Satisfied	547	1,016										
PAC Logins	470	426										
YTD PAC Logins	470	896										
New Cardholders	45	47										
YTD New Cardholders	45	92										
eMedia Circulation	613	596										
YTD eMedia Circulation	613	1,209										
2023												
Total Check Outs	4,478	4,411	4,973	4,498	4,673	5,089	5,840	5,053	5,060	5,814	4,979	4,326
YTD Check Outs	4,478	8,889	13,862	18,360	23,033	28,122	33,962	39,015	44,075	49,889	54,868	59,194
Total Check In	2,091	2,480	2,743	2,408	2,808	2,779	3,268	2,921	2,702	3,113	2,672	2,406
YTD Check In	2,091	4,571	7,314	9,722	12,530	15,309	18,577	21,498	24,200	27,313	29,985	32,391
Holds Satisfied	454	429	527	432	488	399	399	475	433	433	441	375
YTD Hold Satisfied	454	883	1,410	1,842	2,330	2,729	3,128	3,603	4,036	4,469	4,910	5,285
PAC Logins	481	391	425	433	468	529	550	500	407	383	399	332
YTD PAC Logins	481	872	1,297	1,730	2,198	2,727	3,277	3,777	4,184	4,567	4,966	5,298
New Cardholders	34	37	51	31	32	68	51	40	68	57	37	31
YTD New Cardholders	34	71	122	153	185	253	304	344	412	469	506	537
eMedia Circulation	411	355	409	340	383	434	446	471	494	469	473	506
YTD eMedia Circulation	411	766	1,175	1,515	1,898	2,332	2,778	3,249	3,743	4,212	4,685	5,191

Library

Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024												
Early Literacy Station Users	102	107										
YTD Early Literacy Station Users	102	209										
Users	153	164										
YTD Users	153	317										
2023												
Early Literacy Station Users	130	157	187	172	127	207	168	116	163	129	130	113
YTD Early Literacy Station Users	130	287	474	646	773	980	1,148	1,264	1,427	1,556	1,686	1,799
Users	146	148	196	158	158	139	139	143	133	119	161	128
YTD Users	146	294	490	648	806	945	1,084	1,227	1,360	1,479	1,640	1,768

Miscellaneous Services

	2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Color Print Services		5	22										
YTD Color Print Services		5	27										
Copy/Print Services		1,036	1,479										
YTD Copy/Print Services		1,036	2,515										
Fax Services		57	60										
YTD Fax Services		57	117										
Notary Services		0	0										
YTD Notary Services		0	0										
Reference Transactions		158	227										
YTD Reference Transactions		158	385										
Scanning Services		211	24										
YTD Scanning Services		211	235										
Staff Supervised Volunteer Hours		12	25										
YTD Staff Supervised Volunteer Hour		12	37										
2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Color Print Services	58	53	78	13	104	155	65	85	46	46	26	26	
YTD Color Print Services	58	111	189	202	306	461	526	611	657	703	729	755	
Copy/Print Services	1,697	1,760	1,892	2,166	1,426	1,399	1,195	1,271	1,482	1,489	1,249	1,131	
YTD Copy/Print Services	1,697	3,457	5,349	7,515	8,941	10,340	11,535	12,806	14,288	15,777	17,026	18,157	
Fax Services	40	41	79	64	26	66	36	32	105	37	132	33	
YTD Fax Services	40	81	160	224	250	316	352	384	489	526	658	691	
Notary Services	13	11	18	17	7	20	0	0	0	0	0	0	
YTD Notary Services	13	24	42	59	66	86	86	86	86	86	86	86	
Reference Transactions	233	247	288	211	143	170	145	217	532	304	363	246	
YTD Reference Transactions	233	480	768	979	1,122	1,292	1,437	1,654	2,186	2,490	2,853	3,099	
Scanning Services	36	101	139	58	43	570	226	78	72	94	39	426	
YTD Scanning Services	36	137	276	334	377	947	1,173	1,251	1,323	1,417	1,456	1,882	
Staff Supervised Volunteer Hours	16	24	13	9	25	36	21	24	23	36	25	13	
YTD Staff Supervised Volunteer Hour	16	40	53	62	87	123	144	168	191	227	252	265	

Library

Daily Visitors

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2024												
Visits	1,584	2,053										
YTD Visits	1,584	3,637										
2023												
Visits	1,441	1,670	2,102	1,982	1,887	2,375	2,245	1,764	1,817	2,135	1,574	1,942
YTD Visits	1,441	3,111	5,213	7,195	9,082	11,457	13,702	15,466	17,283	19,418	20,992	22,934

Planning Commission Minutes
February 26, 2024 at 6 PM

1. **ROLL CALL** – The meeting was called to order by Chair Robert Mann. A quorum was present.

PRESENT

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

ABSENT

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

2. **Approval of Minutes:** The January 22, 2024 minutes were approved, with the correction of Mr. Shepard's last name.

3. **Comments from Citizens: None**

Public Hearings

1.A. Final Plat – Goose Creek Ph. 4; Property Owned by DR Horton; West of Goose Creek Ph. 3; Presented by Jorgensen & Associates

The City representatives had no comments regarding the Final Plat.

Chris Brackett, City Engineer, read his memo with conditions for approval of final plat:

“The Final Plat for the Goose Creek Village Subdivision Phase IV has been reviewed and it is our opinion that the Planning Commission’s approval should be conditional on the following comments.

1. The required Payment in Lieu of Park Land Conveyance must be paid prior to the signatures on the final Plat. This fee will be \$900 per single family unit. The fee will be \$53,100 for 59 single family lots.
2. All public improvements must be completed, and a Final Inspection scheduled. All punch list items must be completed and accepted prior to final approval of the final plat.
3. A one-year Maintenance Bond to the City of Farmington for all public improvements except for the water and sanitary sewer improvements must be provided prior to the signatures on the Final Plat. The engineer must submit an itemized cost of these improvements for approval prior to obtaining the bond.
4. If the sidewalk construction is to be delayed until the home construction, then the developer shall provide an escrow account in accordance with Ordinance 9.20.03 (a.). The engineer shall provide a cost estimate for the construction of the sidewalk for approval.
5. If the installation of the street lights has not been completed at the time of Final Plat signatures, then the developer shall provide the paid invoice from the electric company for these lights.

6. Provide one original and 6 copies of the recorded plat to the City.”

Jared Inman, of Jorgensen & Associates, agreed to the conditions set forth.

Gerry Harris pointed out that the plat should be changed to Ph 4, not Ph 3. She asked who would maintain the large pond which currently is a mess. Mr. Inman said the POA would be responsible for maintaining it. Jay Moore said if the POA did not maintain it, the City could take civil action.

Mr. Inman said the orange tape on trees indicates trees that will remain.

Gerry Harris reminded that there is supposed to be a park and at the present time it was not clear it was being created. Mr. Inman said it would be.

Keith Macedo pointed out that one street was named “Gaggle”. It will be named “Gaggle Way.”

There will only be a small amount of right-of-way on Goose Creek to be dedicated.

Comments from Citizens:

Phyllis Young, 546 Goose Creek, expressed concern that even more water from this proposed Phase 4 will flow down onto her land which is already being eroded much more than before the development was begun. In addition, there are places on her land where trash and debris are two feet high.

City Attorney Moore said she would have to let the court decide what would happen with her concerns.

Ms. Young said that parties involved in her lawsuit have asked for a continuance. She concluded by saying the Commission should do what is right and not approve Ph 4 and then Ph 5 until her lawsuit is decided. She said again that the water runoff is destroying her property, with much more water than before the subdivision construction began.

It was asked if a ditch could be dug on her land. She said given the amount of water that pours down, a ditch would have to be at least 10 feet wide.

Mr. Inman said they would take care of cleaning up the trash and debris the first thing tomorrow.

City Attorney Moore said that the Commission can't make decision based upon Ms. Young's legal case. He had checked on the status and saw that Ms. Young's lawyer, Mr. Dixon, had filed an amended complaint two weeks ago, but there had been no motion to continue.

Judy Horne moved to table this Final Plat request until the March 2024 meeting to ensure the trash and other debris are cleaned up. Upon roll call vote, motion passed 5-2 with Bobby Wilson and Chad Ball voting “No”.

1 .B. Variance – Domino’s Pizza; Property owned by A & M Pizza Real Estate; Property Located on Highway 62, Farmington; Presented by Bates & Associates

Mr. Bates explained that A & M Pizza Real Estate is requesting a variance for the north portion of the property because that landscaping would be destroyed when Phase 2 is developed. In addition, they

asked for a variance from section 14.04.21 requiring landscaping adjacent to the building frontage. They propose to put that additional 50 square feet of landscaping elsewhere on the property instead.

Public Comment:

Several homeowners to the north who are adjacent to the property, including Kathy Hutchins – 297 Willow Avenue, complained about large amounts of trash that blow onto their fences and asked who is responsible for cleaning it up. Ronnie Deese - 83 and 85 S. Double Springs Road said his property is next to Domino's and agreed that the dumpster piles up and overflows.

Jay Moore said the trash complaint should go to the City or City Code Enforcement if Domino's refuses to improve trash control.

Mr. Deese was concerned about the safety of students beginning at 3 PM on the driveway behind Domino's that extends to the Dairy Queen property. Students come over there after school, people park everywhere to pick up children, workers park there, and the pizza delivery vehicles speed through there too fast.

Chad Ball asked about perhaps using large boulders as part of the landscaping in the back that would be a traffic deterrent. It was noted that the new construction and landscaping will prevent cars traveling through as they do now.

Wes Marshall - 293 Willow has solar panels on the roof and does not want trees planted behind his home that might eventually block the sun.

Judy Horne suggested that Bates & Associates look carefully at the landscaping requirements because from the plat, it appeared that they are planting more vegetation than the ordinance requires. Also she asked Mr. Bates to work with the adjacent neighbors regarding screening next to their back fences, except not planting near the solar panels.

Chairman Mann called for question and upon roll call vote, the variance regarding landscaping passed unanimously.

1. C. Large Scale Development – Domino's Pizza; Property owned by A & M Pizza Real Estate; Property Located on Highway 62, Farmington; Presented by Bates & Associates

Geoff Bates had seen the memo listing conditions for approval of the LSD and was OK with the conditions. Mr. Brackett read the memo:

“The Large Scale Development for the Domino's Pizza has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments.

1. The fire flow, fire hydrant and fire lane locations must be reviewed and approved by the Farmington Fire Department prior to construction plan approval.
2. The water and sewer improvements must be reviewed and approved by the City of Fayetteville Engineering Department and the Arkansas Department of Health prior to construction plan approval.
3. Submit two (2) copies of the filed easement plat prior to construction plan approval. A copy of the proposed easement plat shall be submitted to KMS for review and approval prior to signatures.

4. A sign permit will be required for the construction of the signage for this project.
5. A completed Grading Permit Application and fee must be submitted to the City prior to final approval of the construction plans. A preconstruction conference will be required prior to any grading on the site. The owner, their engineering consultant, and the contractor responsible for the best management practices will be required to attend this conference.
6. After a final review set of plans and drainage report have been approved by KMS, the applicant shall submit to the City one (1) set of the full-size plans and two (3) sets of the half-size plans, and one (1) copy of the final drainage report that have been sealed by the engineer of record for final approval and distribution.
7. This approval of this large scale development is effective for a period of one year and thereafter as long as work is actively progressing on the installation of the required improvements.

Chad Ball noted that a crosswalk leads directly to the drive-through area and this will be changed. He also reminded that there needs to be a sidewalk on Kelli Avenue, just west of the development that connects to the Highway 62 sidewalk.

Public Comment:

Wes Marshall, 219 Willow Avenue – He repeated his concerns about the solar panels on the back roof of his house, stating he did not want trees planted that would eventually shade the panels.

Jill Toering, 306 Claybrook – She inquired about the gravel drive and that area will be paved.

Regarding queries about the yet-to-be developed land north of Domino's, access and shielding from residential property owners will be considered at that time.

Chairman Mann called for question to approve the LSD, contingent upon meeting conditions in the City Attorney Brackett's memo. The vote was 6 – 1 with Keith Macedo voting "No."

Consideration of Changes to Ordinances

City Attorney Moore recommended that Commissioners decide upon any and all changes they would like to see made to ordinances. Then the changes could be made at one time instead of "piece-meal."

Election of Officers will be held at the March 2024 meeting.

Adjournment: Having no further business, motion was made and seconded to adjourn; it was approved unanimously, and meeting was adjourned.

Judy Horne, Secretary

Robert Mann, Chair