



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 13, 2023**

A regular meeting of the Farmington City Council will be held on  
Monday, March 13, 2023, 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 13, 2023, City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
10. Items to be removed from City of Farmington Inventory – **NONE**

**NEW BUSINESS**

11. Ord. No. 2023-04 – An ordinance rezoning property at S. Grace Lane from R-1, Single-Family Residential, to PUD, Planned Unit Development.
12. Request the approval to purchase Laserfiche Document Management Software for Court and City.
13. Request the approval of a Training Structure for the Fire Department.

**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

**Financial**

MONTH	CITY SALES TAX		CITY SALES TAX		STATE SALES TAX		STATE SALES TAX	
	2022	2023	2022	2023	2022	2023	2022	2023
JANUARY	\$ 253,791.83	\$ 242,456.22			\$ 149,600.30	\$ 161,325.27		
FEBRUARY	\$ 268,481.85	\$ 255,597.22			\$ 160,478.16	\$ 173,305.34		
MARCH	\$ 220,557.24				\$ 137,886.58			
APRIL	\$ 204,221.59				\$ 132,413.09			
MAY	\$ 255,812.04				\$ 158,981.00			
JUNE	\$ 227,119.01				\$ 151,944.94			
JULY	\$ 254,482.95				\$ 158,818.37			
AUGUST	\$ 192,593.14				\$ 157,877.74			
SEPTEMBER	\$ 255,136.85				\$ 159,353.54			
OCTOBER	\$ 273,079.96				\$ 172,468.99			
NOVEMBER	\$ 237,982.86				\$ 162,822.41			
DECEMBER	\$ 252,534.14				\$ 161,257.98			
Monthly Comparison -February 2022/February 2023		\$ (12,884.63)		Increase (Decrease)	\$ (57.45)		\$ 12,827.18	
YTD comparison					Increase/Decrease for 2023 over 2022 YTD - City Sales Tax	\$ (24,220.24)	Increase for 2023 over 2022 YTD - State Sales Tax	\$ 24,552.15
Total Actual 2023 Income vs 2023 Budgeted Income		County Wide Sales Tax	City Sales Tax	Total Sales Tax Increase YTD 2023		331.91		
Budget 2023		\$1,816,755.31	\$2,666,755.31					
Actual 2023 (thru February)		\$ 334,630.61	\$498,053.44					

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## GENERAL FUND

### Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>Revenue &amp; Expenditures</b>			
<b>GENERAL REVENUES</b>			
<b>Revenue</b>			
ACCIDENT REPORT REVENUES	170.60	1,500.00	11.37%
ACT 833	0.00	25,000.00	0.00%
ALCOHOL SALES TAX	1,735.13	4,000.00	43.38%
ANIMAL CONTROL REVENUES	731.00	2,000.00	36.55%
BUILDING INSPECTION FEES	44,932.91	200,000.00	22.47%
BUSINESS LICENSES	3,818.00	6,000.00	63.63%
CITY COURT FINES	23,139.70	120,000.00	19.28%
CITY SALES TAX REVENUES	498,053.44	2,666,755.31	18.68%
COUNTY TURNBACK	58,396.41	600,000.00	9.73%
DEVELOPMENT FEES	7,926.00	20,000.00	39.63%
FRANCHISE FEES	112,242.33	475,000.00	23.63%
GARAGE SALE PERMITS	10.00	2,000.00	0.50%
GRANTS	44,648.57	0.00	0.00%
INTEREST REVENUES	11,627.59	30,000.00	38.76%
MISCELLANEOUS REVENUES	4,378.33	0.00	0.00%
Off Duty Police Reimbursement	0.00	6,000.00	0.00%
PARK RENTAL	515.00	5,000.00	10.30%
PAYMENT IN LIEU OF	0.00	75,000.00	0.00%
SALES TAX - OTHER	334,630.61	1,816,755.31	18.42%
SPORTS COMPLEX FEES	33,847.41	35,000.00	96.71%
SRO REIMBURSEMENT REVENUES	14,734.96	100,000.00	14.73%
STATE TURNBACK	22,182.15	95,000.00	23.35%
<b>Revenue</b>	<b>\$1,217,720.14</b>	<b>\$6,285,010.62</b>	

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

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>ADMINISTRATIVE DEPT</b>			
<b>Expenses</b>			
ADDITIONAL SERVICES EXPENSE	46,096.41	190,000.00	24.26%
ADVERTISING EXPENSE	74.00	6,000.00	1.23%
BUILDING MAINT & CLEANING	6,661.59	45,000.00	14.80%
ELECTION EXPENSES	11,542.39	5,000.00	230.85%
ENGINEERING FEES	24,886.13	170,000.00	14.64%
INSURANCES EXPENSE	22,592.94	75,000.00	30.12%
LEGAL FEES	0.00	10,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	1,043.13	20,000.00	5.22%
MISCELLANEOUS EXPENSE	0.00	2,000.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	25,000.00	0.00%
PAYROLL EXP - CITY ATTRNY	16,228.71	65,000.00	24.97%
PAYROLL EXP - ELECTED OFFICIAL	20,745.77	132,000.00	15.72%
PAYROLL EXP - REGULAR	40,544.46	272,000.00	14.91%
PLANNING COMMISSION	0.00	25,000.00	0.00%
POSTAGE EXPENSE	0.00	2,000.00	0.00%
PROFESSIONAL SERVICES	(1,020.00)	20,000.00	(5.10%)
REPAIR & MAINT - OFFICE EQUIP	552.09	4,000.00	13.80%
SERVICE CHARGES	146.00	1,000.00	14.60%
TECHNICAL SUPPORT	198.95	55,000.00	0.36%
TELECOMMUNICATION EXPENSES	0.00	12,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	5,236.33	20,000.00	26.18%
UTILITIES EXPENSES	16,747.70	90,000.00	18.61%
<b>Expenses</b>	<b>\$212,276.60</b>	<b>\$1,246,000.00</b>	

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

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>ANIMAL CONTROL DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	348.70	2,000.00	17.44%
MATERIALS & SUPPLIES EXPENSE	88.35	1,100.00	8.03%
PAYROLL EXP - REGULAR	10,634.20	71,411.00	14.89%
PROFESSIONAL SERVICES	2,310.00	15,000.00	15.40%
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%
<b>Expenses</b>	<b>\$13,381.25</b>	<b>\$92,511.00</b>	



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

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>BUILDING PERMIT DEPT</b>			
<b>Expenses</b>			
FUEL EXPENSES	888.26	6,000.00	14.80%
PAYROLL EXP - REGULAR	25,115.16	172,835.07	14.53%
REPAIR & MAINT - AUTOMOBILES	0.00	2,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	0.00	5,000.00	0.00%
UNIFORMS/GEAR EXPENSE	239.79	1,000.00	23.98%
<b>Expenses</b>	<b>\$26,243.21</b>	<b>\$186,835.07</b>	

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

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>FIRE DEPT</b>			
<b>Expenses</b>			
ADVERTISING EXPENSE	0.00	2,000.00	0.00%
FUEL EXPENSES	2,439.83	18,000.00	13.55%
HAZMAT EXPENSES	0.00	2,400.00	0.00%
MATERIALS & SUPPLIES EXPENSE	5,806.14	12,000.00	48.38%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	48,272.73	107,000.00	45.11%
PAYROLL EXP - REGULAR	128,651.51	1,069,307.35	12.03%
PROFESSIONAL SERVICES	0.00	7,500.00	0.00%
REPAIR & MAINT - BUILDING	13,937.91	19,200.00	72.59%
REPAIR & MAINT - EQUIPMENT	135.29	12,150.00	1.11%
REPAIR & MAINT - TRUCK	0.00	14,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	4,774.78	18,000.00	26.53%
UNIFORMS/GEAR EXPENSE	0.00	21,000.00	0.00%
<b>Expenses</b>	<b>\$204,018.19</b>	<b>\$1,303,057.35</b>	

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

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>LAW ENFORCE - COURT</b>			
<b>Expenses</b>			
MATERIALS & SUPPLIES EXPENSE	70.02	3,000.00	2.33%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	9,600.00	0.00%
PAYROLL EXP - REGULAR	12,878.90	96,681.22	13.32%
POSTAGE EXPENSE	0.00	1,800.00	0.00%
REPAIR & MAINT - OFFICE EQUIP	0.00	2,800.00	0.00%
SPECIAL COURT COSTS	7,243.50	7,500.00	96.58%
TRAVEL, TRAINING & MEETINGS	150.00	6,000.00	2.50%
<b>Expenses</b>	<b>\$20,342.42</b>	<b>\$127,781.22</b>	

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

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>LAW ENFORCE - POLICE</b>			
<b>Expenses</b>			
ADVERTISING EXPENSE	0.00	100.00	0.00%
BREATHALYZER EXPENSES	100.08	700.00	14.30%
DRUG TASK FORCE	0.00	2,000.00	0.00%
FUEL EXPENSES	9,621.73	81,000.00	11.88%
MATERIALS & SUPPLIES EXPENSE	35,298.37	75,000.00	47.06%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	167,320.42	125,000.00	133.86%
Off Duty Police Pay	0.00	6,000.00	0.00%
PAYROLL EXP - REGULAR	192,358.11	1,754,400.00	10.96%
PAYROLL EXP - SRO	18,955.78	178,950.00	10.59%
REPAIR & MAINT - AUTOMOBILES	4,807.31	30,000.00	16.02%
REPAIR & MAINT - EQUIPMENT	0.00	3,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	879.82	7,000.00	12.57%
UNIFORMS/GEAR EXPENSE	43.85	20,000.00	0.22%
<b>Expenses</b>	<b>\$429,385.47</b>	<b>\$2,283,650.00</b>	

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

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>LIBRARY</b>			
<b>Expenses</b>			
LIBRARY TRANSFER	0.00	57,000.00	0.00%
<b>Expenses</b>	<b>\$0.00</b>	<b>\$57,000.00</b>	

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## GENERAL FUND

### Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>PARKS DEPT</b>			
<b>Expenses</b>			
CAPITAL IMPROVEMENT	0.00	625,000.00	0.00%
ENGINEERING FEES	0.00	25,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	100.10	10,000.00	1.00%
NEW EQUIPMENT PURCHASE	17,914.00	20,000.00	89.57%
PAYROLL EXP - REGULAR	29,570.03	198,925.98	14.86%
PROFESSIONAL SERVICES	0.00	2,500.00	0.00%
REPAIR & MAINT - EQUIPMENT	6,390.94	3,000.00	213.03%
SPORTS PARK MATERIALS	4,800.00	25,000.00	19.20%
SPORTS PARK NEW EQUIP	0.00	10,000.00	0.00%
SPORTS PARK PROF SERV	23,573.22	45,000.00	52.38%
SPORTS PARK REPAIR/MAINT	0.00	2,500.00	0.00%
SPORTS PARK UNIFORMS	0.00	250.00	0.00%
SPORTS PARK UTILITIES	1,448.10	15,000.00	9.65%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
UTILITIES EXPENSES	1,919.71	5,000.00	38.39%
<b>Expenses</b>	<b>\$85,716.10</b>	<b>\$988,175.98</b>	

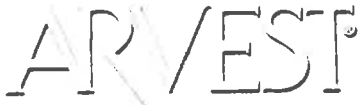
**LIBRARY FUND**  
**Statement of Revenue and Expenditures**

	Current Period	Annual Budget	Jan 2023
	Jan 2023	Jan 2023	Dec 2023
	Feb 2023	Dec 2023	Percent of
	Actual		Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
Donations	6.00	0.00	0.00%
FINES/LOST ITEMS	560.29	3,000.00	18.68%
INTEREST REVENUES	44.76	0.00	0.00%
TRANS FROM GENERAL FUND		57,000.00	0.00%
WASHINGTON CO LIBRARY	34,661.00	239,932.00	14.45%
<b>Revenue</b>	<b>\$35,272.05</b>	<b>\$299,932.00</b>	
<b>Expenses</b>			
ADVERTISING EXPENSE		1,000.00	0.00%
BOOKS AND MEDIA	3,007.31	35,000.00	8.59%
BUILDING MAINT & CLEANING		7,800.00	0.00%
MATERIALS & SUPPLIES EXPENSE	969.25	18,332.00	5.29%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE		3,000.00	0.00%
PAYROLL EXP - REGULAR	31,891.12	210,000.00	15.19%
POSTAGE EXPENSE		300.00	0.00%
PROGRAMS EXPENSE		4,000.00	0.00%
REPAIR & MAINT - BUILDING	192.06	0.00	0.00%
TECHNICAL SUPPORT	4,709.19	13,000.00	36.22%
TRAVEL, TRAINING & MEETINGS	75.00	1,000.00	7.50%
UTILITIES EXPENSES	1,133.34	6,000.00	18.89%
<b>Expenses</b>	<b>\$41,977.27</b>	<b>\$299,932.00</b>	

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

	Year-To-Date Jan 2023 Feb 2023 Actual	Annual Budget Jan 2023 Dec 2023	Jan 2023 Dec 2023 Percent of Budget
<b>Revenue &amp; Expenditures</b>			
<b>Revenue</b>			
INTEREST REVENUES	185.77	1,000.00	18.58%
MISCELLANEOUS REVENUES	0.00	100.00	0.00%
STREET COUNTY TURNBACK	6,422.29	45,000.00	14.27%
STREET STATE TURNBACK	109,166.87	450,000.00	24.26%
TRANSFER INCOME	0.00	613,876.46	0.00%
<b>Revenue</b>	<b>\$115,774.93</b>	<b>\$1,109,976.46</b>	
<b>Expenses</b>			
ADVERTISING EXPENSE	0.00	1,000.00	0.00%
ENGINEERING FEES	0.00	30,000.00	0.00%
FUEL EXPENSES	1,379.48	12,500.00	11.04%
MATERIALS & SUPPLIES EXPENSE	1,426.24	15,000.00	9.51%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	125,000.00	0.00%
PAYROLL EXP - REGULAR	35,166.50	243,876.46	14.42%
PROFESSIONAL SERVICES	0.00	2,000.00	0.00%
REPAIR & MAINT - BUILDING	0.00	2,000.00	0.00%
REPAIR & MAINT - EQUIPMENT	257.91	10,000.00	2.58%
STREET LIGHTS	12,945.21	150,400.00	8.61%
STREET/ROAD REPAIRS	13,032.42	500,000.00	2.61%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	0.00	2,200.00	0.00%
UTILITIES EXPENSES	5,023.40	15,000.00	33.49%
<b>Expenses</b>	<b>\$69,231.16</b>	<b>\$1,109,976.46</b>	





Online Printable Version

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

Account Portfolio as of Wednesday, 03/08/2023 09:40:44 AM

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

Checking Accounts

Account Name	Account Number	Today's Beginning Balance	Available Balance	Collected Balance	Relationship Balance
<u>Administration of Justice</u>	x	\$2,088.92	\$2,088.92	\$2,088.92	\$0.00
<u>ARPA Fund</u>		\$0.00	\$0.00	\$0.00	\$0.00
<u>Catastrophic</u>		\$138,222.57	\$138,222.57	\$138,222.57	\$0.00
<u>Court Automation</u>		\$53,219.34	\$53,219.34	\$53,219.34	\$0.00
<u>Court Fines</u>		\$12,983.02	\$13,138.02	\$13,138.02	\$0.00
<u>Debt Service</u>		\$28,602.40	\$28,602.40	\$28,602.40	\$0.00
<u>General Fund Checking</u>		\$2,912,663.38	\$2,912,663.38	\$2,912,663.38	\$0.00
<u>Library Fund</u>		\$121,605.65	\$121,605.65	\$121,605.65	\$0.00
<u>Money Market</u>		\$1,216,741.35	\$1,216,741.35	\$1,216,741.35	\$0.00
<u>Payroll Account</u>		\$136,708.32	\$53,387.29	\$53,387.29	\$0.00
<u>Street Fund</u>		\$505,371.80	\$505,371.80	\$505,371.80	\$0.00
<b>Totals</b>		<b>\$5,128,206.75</b>	<b>\$5,045,040.72</b>	<b>\$5,045,040.72</b>	

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P.O. Box 1009  
Searcy, AR 72145

Statement Date

02/28/23

Account Number

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0 CYCLE-019

CITY OF FARMINGTON  
PO BOX 150  
FARMINGTON AR 72730-0150



### Monthly Statement Summary

#### CHECKING ACCOUNT

NEG RATE MM INV PF

ACCOUNT NUMBER

PREVIOUS STATEMENT BALANCE AS OF 01/31/23

\$2,072,077.31

PLUS 1 DEPOSITS AND OTHER CREDITS

\$1,589.54

LESS 0 CHECKS AND OTHER DEBITS

\$0.00

CURRENT STATEMENT BALANCE AS OF 02/28/23

\$2,073,666.85

NUMBER OF DAYS IN THIS STATEMENT PERIOD

28

### Checking Account Transactions

Date	Description	Debits	Credits
02/28	INTEREST PAYMENT		\$1,589.54

### Balance By Date

01/31	\$2,072,077.31	02/28	\$2,073,666.85
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Payer Federal Id Number  
Interest Paid Year To Date

71-0159420  
\$3,404.56

# FIRST COMMUNITY BANK

## Monetary Activity

Current

### Account Information

Account Number

Short Name City of Farmington

Start Date

Current Balance 2,022,170.13

Monetary Activity | [Non-Monetary Activity](#) | [Package Post](#) | [Teller Memo](#)

Eff Date	T/C	Mod	Trans Amount	RR	Account Balance	S	Int Rate
02/10/2023	201		3,856.92		2,022,170.13		2.2500 %
01/10/2023	201		3,849.55		2,018,313.21		2.2500 %
12/10/2022	201		3,718.51		2,014,463.66		2.2500 %
11/10/2022	201		3,835.12		2,010,745.15		2.2500 %
10/10/2022	201		3,704.56		2,006,910.03		2.2500 %
09/10/2022	201		3,205.47		2,003,205.47		2.2500 %
08/15/2022	20		2,000,000.00		2,000,000.00		2.2500 %



Thank you for banking with First Community Bank Batesville. If you need assistance, contact customer service.

# CD-1209

# \$2,010,754.70

Current balance

## Pending Transactions

No Records Available

## Posted Transactions:

Date	Description	Withdrawal/Deposit	Balance
02/17/2023	Interest Payment	\$7,097.94	\$2,010,754.70
01/19/2023	Interest Payment	\$3,656.76	\$2,003,656.76
01/03/2023	Deposit	\$2,000,000.00	\$2,000,000.00

## Account Summary

Current Balance	\$2,010,754.70
As Of	03/02/2023
Interest Paid YTD	\$10,754.70
Interest Rate	4.171%
Interest Accrued	\$2,527.55
Last Interest Payment	\$7,097.94
Maturity Date	12/19/2023

\*\*\*End\*\*\*



Thank you for banking with First Community Bank Batesville. If you need assistance, contact customer service.

# CD-8429

# \$2,022,170.13

Current balance

## Pending Transactions

No Records Available

## Posted Transactions:

Date	Description	Withdrawal/Deposit	Balance
02/10/2023	Interest Payment	\$3,856.92	\$2,022,170.13
01/10/2023	Interest Payment	\$3,849.55	\$2,018,313.21

## Account Summary

Current Balance	\$2,022,170.13
As Of	03/02/2023
Interest Paid YTD	\$7,706.47
Interest Rate	2.25%
Interest Accrued	\$2,493.08
Last Interest Payment	\$3,856.92
Maturity Date	08/10/2023

\*\*\*End\*\*\*

**MINUTES**

## **Minutes of the Regular Farmington City Council Meeting February 13<sup>th</sup> 2023**

The regular meeting of the Farmington City Council scheduled for Monday, February 13<sup>th</sup>, 2023 was called to order at 6:00pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Council Members answered to their names: Diane Bryant, Keith Lipford, Brenda Cunningham, Sherry Mathews, Hunter Carnahan, Linda Bell, Bobby Morgan and Kara Gardenhire. Also present was City Attorney Jay Moore and City Business Manager McCarville.

### **Comments from Citizens**

Mayor Penn asked if there was anyone who wished to comment at this time. Citizen Phyllis Young, 546 Goose Creek Road - As most of you already know, the planning commission approved Phase 5 of Goose Creek Village in their last meeting. I am here asking you to change this with your elected authority. There are 100 plus houses built in phase 1 and 2 at this time. It is flooding my land and also putting more water into goose creek and flooding other people's property and houses. I have pictures if anyone would like to see what this actually looks like. The city assured me it wouldn't be any different than it was before this first started but it's not only different it is destroying my property. With only 100 houses built now, what is it going to look like when they get the other 200 plus houses built. Why was it necessary to approve phase 5 now when they haven't even got phase 3 and phase 4 built. My guess is they wanted it all approved before the flooding got worse than it already is, maybe it wouldn't have got approved. I'm not asking for them not to build the subdivision. I am asking that the drainage be corrected so it's not destroying not only my property, but other people's property downstream. Again, I ask you the elected body to put a stop to this until the drainage is corrected. Thank you.

### **Approval of the minutes for the January 9<sup>th</sup>, 2023 Regular Meeting.**

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

### **Financial Reports.**

Mayor Penn presented the financial reports to the City Council. City sales tax was down \$11,355.61 and State sales tax increased \$11,724.97 for the month, which puts the city at a total increase of \$389.36 for the month.

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

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

### **Proclamations, Special Announcements, Committee/Commission Appointments, Committee Reports**

**Appoint Planning Commissioner Bobby Wilson** - On the motion of Council Member Morgan and a second by Council Member Mathews and by the consent of the majority of Council Members present after a roll call vote, the motion to appoint Bobby Wilson to a 4-year term on to the Planning Commission was approved 7-1, with Council Member Linda Bell voting no.

**Appoint Planning Commissioner Keith Macedo** - On the motion of Council Member Bryant and a second by Council Member Lipford and by the consent of all Council Members present after a roll call vote, the motion to appoint Keith Macedo to a 4-year term to the Planning Commission was approved 8-0.

**Appoint Planning Commissioner Chad Ball** - On the motion of Council Member Cunningham and a second by Council Member Gardenhire and by the consent of all Council Members present after a roll call vote, the motion to appoint Chad Ball to a 2-year term to the Planning Commission was approved 8-0.

**Appoint Planning Commissioner Robert Mann** - On the motion of Council Member Bryant and a second by Council Member Mathews and by the consent of all Council Members present after a roll call vote, the motion to appoint Robert Mann to a 2-year term to the Planning Commission was approved 8-0.

### **Old Business - None**

**New Business**

**State of the City Address by Mayor Ernie Penn.**

**Ordinance No. 2023-03 An ordinance waving requirement of competitive bidding for the purchase of forty-six (46) mobile and twenty-two (22) portable radios and associated equipment for the Farmington Police Department.**

Chief Hubbard gave the council a brief overview of the information that was provided to them in their packets. Mayor Penn called for public comment, there was none. After discussion and questions from the City Council, 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 2023-03 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 2023-03 by title only. Mayor Penn asked Shall the ordinance pass? After a roll call vote, the motion passed 8-0. A motion to pass Ordinance 2023-03 with an Emergency Clause was made by Council Member Bell and seconded by Council Member Carnahan, after a roll call vote, the motion passed 8-0.

There being no further business to come before the council and on the motion of Council Member Morgan and seconded by Council Member Bryant and by the consent of all members present, the meeting adjourned at 6:36 pm until the next regularly scheduled meeting to be held Monday, March 13<sup>th</sup>, 2023 in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

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

Attest; \_\_\_\_\_

City Clerk Kelly Penn



# Agenda Item 11

**ORDINANCE NO. 2023-04**

**AN ORDINANCE REZONING PROPERTY AT S. GRACE  
LANE FROM R-1, SINGLE-FAMILY RESIDENTIAL, TO  
PUD, PLANNED UNIT DEVELOPMENT**

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2015-06 on September 14, 2015, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2015-00034769; and

WHEREAS, certain real property owned by Riverwood Homes, LLC is zoned R-1, Single-Family Residential; and

WHEREAS, after a public hearing on February 27, 2023, the Farmington Planning Commission voted during a regular scheduled meeting to rezone the real property owned by Riverwood Homes, LLC from R-1, Single-Family Residential to PUD, Planned Unit Development.

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

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

From R-1, Single-Family Residential, to PUD, Planned Unit Development, for the real property described in Exhibit "A" and the PUD document which is attached hereto and made a part hereof.

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

PASSED, APPROVED AND IN EFFECT this 13th day of March 2023.

APPROVED:

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

ATTEST:

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

**EXHIBIT**

**A**

REZONE DESCRIPTION:

BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER ALL IN SECTION 27, TOWNSHIP 16 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27 BEING A FOUND ALUMINUM STATE MONUMENT FOR SECTIONS 26, 27, 34, AND 35 WITH CAP PLS 648; THENCE NORTH 87° 54' 22" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 1322.97 FEET TO FOUND 2" ALUMINUM MONUMENT CAP #905 MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 87° 51' 22" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 661.39 FEET TO A FOUND 3" ALUMINUM MONUMENT CAP # 905; THENCE NORTH 02° 04' 37" EAST A DISTANCE OF 1322.63 FEET A FOUND 1/2" REBAR WITH AN ILLEGIBLE CAP ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 87° 43' 40" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 663.90 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 87° 49' 21" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 329.10 FEET TO THE SOUTHWEST CORNER OF THE GROVE AT ENGLS MILL PHASE II; THENCE NORTH 02° 04' 37" EAST ALONG THE WEST LINE OF SAID PHASE II, A DISTANCE OF 630.06 FEET TO THE NORTHWEST CORNER OF SAID PHASE II; THENCE ALONG THE NORTH BOUNDARY OF SAID PHASE II FOR THE FOLLOWING FOUR (4) CALLS:

- 1) SOUTH 87° 49' 00" EAST A DISTANCE OF 915.44 FEET;
- 2) SOUTH 02° 16' 42" WEST A DISTANCE OF 26.56 FEET TO A CURVE TO THE LEFT;
- 3) 128.21 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 16° 05' 12" EAST A DISTANCE OF 126.03 FEET;
- 4) SOUTH 87° 43' 18" EAST A DISTANCE OF 550.86 FEET TO THE NORTHWEST CORNER OF THE GROVE AT ENGLS MILL PHASE III;

THENCE ALONG THE NORTH BOUNDARY OF SAID PHASE III FOR THE FOLLOWING THREE (3) CALLS:

- 1) CONTINUING SOUTH 87° 43' 11" EAST A DISTANCE OF 203.05 FEET;
- 2) NORTH 02° 14' 37" EAST A DISTANCE OF 27.93 FEET;
- 3) SOUTH 87° 45' 09" EAST A DISTANCE OF 392.99 FEET TO A POINT ON THE WEST BOUNDARY OF THE GROVE AT ENGLS MILL PHASE I;

THENCE ALONG SAID WEST BOUNDARY FOR THE FOLLOWING FIVE (5) CALLS:

- 1) NORTH 02° 15' 19" EAST A DISTANCE OF 510.77 FEET;
- 2) NORTH 87° 44' 41" WEST A DISTANCE OF 393.10 FEET;
- 3) NORTH 02° 14' 37" EAST A DISTANCE OF 284.93 FEET;
- 4) NORTH 87° 52' 59" WEST A DISTANCE OF 48.38 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFOREMENTIONED SECTION 27;
- 5) THENCE NORTH 02° 10' 48" EAST ALONG SAID WEST LINE, A DISTANCE OF 20.01 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 BEING COINCIDENT WITH THE NORWEST CORNER OF THE GROVE AT ENGLS MILL PHASE I;

THENCE SOUTH 87° 52' 26" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1321.57 FEET TO A FOUND 3" ALUMINUM MONUMENT CAP LS 648 MARKING THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27 FOR THE FOLLOWING FOUR (4) CALLS:

- 1) SOUTH 02° 15' 19" WEST A DISTANCE OF 901.60 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED PHASE I;
- 2) SOUTH 02° 15' 25" WEST A DISTANCE OF 422.94 FEET TO AN FOUND 1/2" REBAR CAP #905 MARKING THE SOUTH 1/16<sup>TH</sup> CORNER OF SAID SECTION 27;
- 3) THENCE SOUTH 02° 11' 39" WEST A DISTANCE OF 268.02 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED BY DEED 2021-42077;
- 4) THENCE SOUTH 02° 11' 31" WEST A DISTANCE OF 1056.07 FEET

TO THE POINT OF BEGINNING CONTAINING 116.55 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

Planned Unit Development

# The Grove at Engles Mill

Phases 1-6

Prepared for:



**RIVERWOOD  
HOMES**

Submitted to:

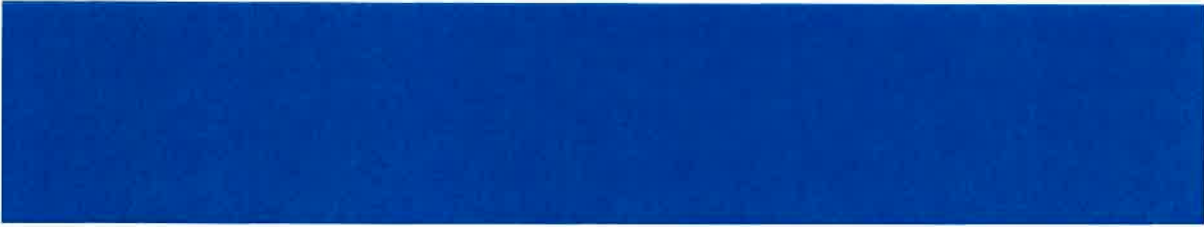
City of Farmington  
Planning Department  
354 W Main St  
Farmington, AR 72730

**CT JOB NO. 22111000**

Prepared by:



**Crafton Tull**



# INDEX

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## Property Description

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TO THE POINT OF BEGINNING CONTAINING 116.55 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

### **Scope & Concept**

The Grove at Engles Mill is an existing subdivision in Farmington, Arkansas. Phases 1-3 are built out and Phases 4-6 are planned future phases. The original PUD and final plat property descriptions for Phases 1 and 2 did not match. This caused a portion of the platted land in Phases 1 and 2 to not have the correct zoning. In addition, Phase 3 was never rezoned. This PUD will cover all Phases 1-6.

The Grove at Engles Mill will include 1 unbuildable cemetery lot, 3 unbuildable detention/retention pond lots, 1 unbuildable lift station lot, 4 unbuildable common lots and 410 single family lots. The single family lots will include Cottage Lots, Manor Lots and Estate Lots.

The development will be accessed through connections to Grace Lane in both Phase 1 and 2 and from Driftwood Drive in Phase 4-6. There will be a stubout provided to the east in Phase 3 and to the south in Phase 4.

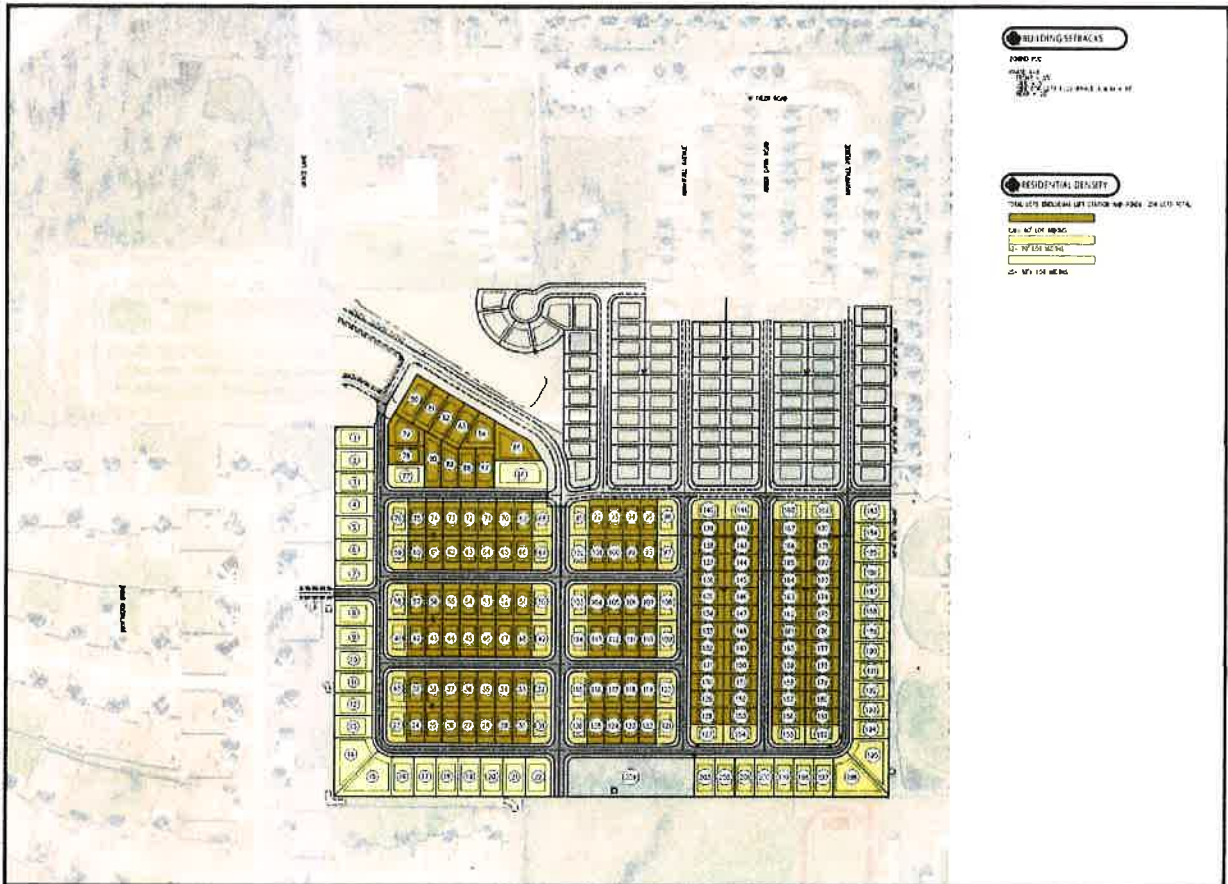
Phases 1-3 have sanitary sewer that gravity flows north to existing City of Fayetteville sewer mains. A lift station will be designed and installed in Phase 4 to service Phases 4-6. This will be permitted and reviewed through the City of Fayetteville and Arkansas Department of Health. This lift station will be dedicated to the City of Fayetteville for ownership and maintenance following construction.

The stormwater pond that was originally designed in Phase 3 will be regraded and modified to serve Phases 4-6. The stormwater pond will meet all City of Farmington drainage regulations.

Phases 4-6 will require a fee to be paid in lieu of parkland dedication in the amount of \$121,200.00 based on 202 single family units at \$600.00 each, per Section 14.04.25.

## Master Development Plan

Phases 1-3 are already platted and home construction is complete or in progress. The lot layout and street configuration for Phases 4-6 is shown below.



## Development Standards

This PUD shall be governed by the use and development regulations of the City of Farmington Zoning code except as follows:

Phase 1:

- Min. lot width = 60'
- Min. lot depth = 120'
- Min. lot sq ft = 7,200 sq ft

Front setback = 20'

Side setback = 5'  
Rear setback = 20'

Phase 2 & 3:

Min. lot width = 60'  
Min. lot depth = 120'  
Min. lot sq ft = 7,200 sq ft

Front setback = 25'  
Side setback = 5'  
Rear setback = 20'

Phases 4-6:

Min. lot width = 60'  
Min. lot depth = 115'  
Min. lot sq ft = 6,900 sq ft

Front setback = 25'  
Side setback = 5', except lots 1-22 that border Twin Falls, side setback = 10'  
Rear setback = 20'

## Landscaping and Screening

One tree will be installed per single family lot at the time of home construction.

All existing ponds in Phases 1-3 will be sodded and properly maintained. The proposed pond in Phase 4 will be sodded prior to final acceptance.

Improvements to the existing cemetery located on Nightfall Avenue will include adequate landscaping, removal of the existing barbed wire fence and installation of new wrought iron fence. The developer will work with the City and/or County Cemetery Division in creating a maintenance agreement for the area.

## Streets

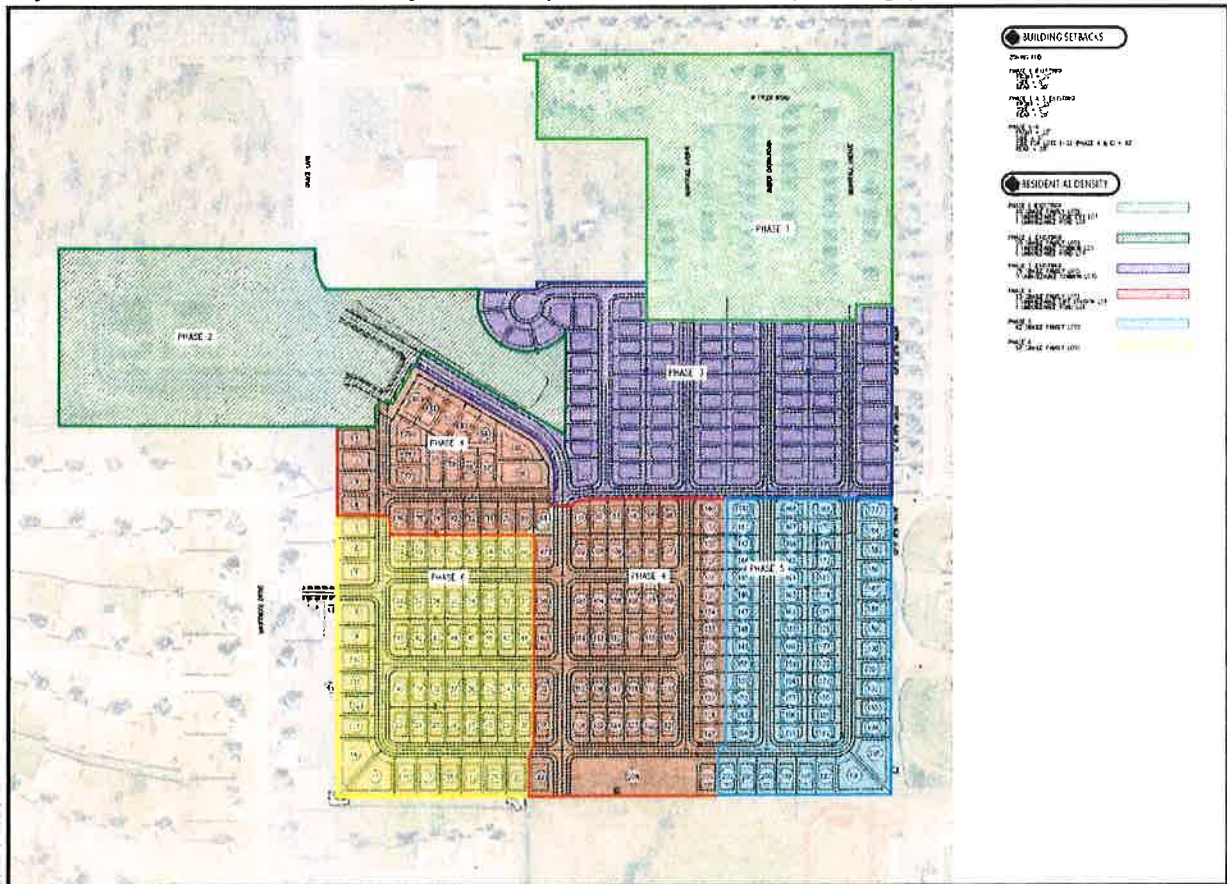
All streets with Phases 1-6 will be local streets with 50' right of way dedicated to the City of Farmington, except for Grace Lane. The local street section will include 5' sidewalks, 6' greenspace, and 27' roadway width. The roadways will have 2-11.5' drive lanes and 2' wide, 4" tall mountable curb. Grace Lane will have a 60' right of way dedicated to the City of Farmington. Its street section will include 5' sidewalks, 6' greenspace, and 37' roadway width. The roadway will have 2-16.5' drive lanes and 2' wide, 6" tall barrier curb. Pavement design will be provided based on a geotechnical recommendation and will be included in construction plans.

## Phasing

Phase 1 included 80 single family lots, 1 unbuildable cemetery lot and 1 unbuildable detention pond lot. Phase 2 included 50 single family lots, 1 unbuildable common lot and 1 unbuildable retention pond lot. Phase 3 included 82 single family lots, 3 unbuildable

common lots and 2 outlots. Phase 4 will replat outlots 1 and 2 from Phase 3, and will include a total of 83 single family lots, 1 lift station lot and 1 pond lot. Phase 5 will replat 4 single family lots from Phase 3, and will include to total of 62 single family lots. Phase 6 will have 57 single family lots. Based on current market conditions, it is forecasted that Phases 4-6 will be built out over a 4 to 6 year period.

Each phase will have its own preliminary plat, construction plans and final plat. Associated streets, drainage improvements, water and sanitary sewer will be designed and installed in accordance with City of Farmington regulations and Washington Water Authority or City of Fayetteville Water and Sanitary Sewer Specifications. The phasing plan is included below.



### Platting

No building permit shall be issued until a final plat has been approved by the City of Farmington. Each phase will have its own final plat and each plat will comply with the Planned Unit Development.

### Restrictive Covenants

Restrictive covenants shall be adopted and recorded for the PUD with each phase's final plat. Phases 1-3 have platted covenants. A copy of restrictive covenants and POA for Phase 3 of The Grove at Engles Mill are provided. Phases 4-6 will have similar covenants.

**DECLARATION OF RESTRICTIVE COVENANTS,  
RESTRICTIONS AND BILL OF ASSURANCES  
FOR "THE GROVE AT ENGLS MILL"  
PHASE III  
A RESIDENTIAL SUBDIVISION  
IN THE  
CITY OF FARMINGTON, ARKANSAS.**

---

**KNOW ALL BY THESE PRESENTS:**

WHEREAS the undersigned, hereinafter referred to a "Declarant" is the owner, developer, and sub-divider of all the Lots in THE GROVE AT ENGLS MILL, Phase III, a residential subdivision to the City of Farmington, Arkansas, hereinafter by designation an execution hereof, enters and declares the following assurances, covenants, and restrictions with respect to the Subdivision.

**1. OWNERSHIP:**

The declarant is the developer of the following described real property being developed as The Grove at Engles Mill, Phase III, of the City of Farmington, County of Washington, State of Arkansas, to-wit:

SEE ATTACHED AS ATTCH #1

**2. SINGLE-FAMILY LAND USE:**

Lots within The Grove at Engles Mill are developed as a Neighborhood Conservation (NC) zone to promote and protect neighbor character, and, shall be in compliance with or exceed the regulations for zoning as defined and interpreted by the City of Farmington, Arkansas, and Courts of competent jurisdiction, and in compliance with the assurances, covenants, restrictions, and conditions set out and contained herein, on the date these covenants and restrictions were executed.

**3. BUILDING LIMITATIONS AND REQUIREMENTS:**

The subdivision and building codes of the City of Farmington, Arkansas, as such presently exist or are hereafter amended, shall be and are hereby made applicable to all

Lots in The Grove at Engles Mill Subdivision. All improvements, including dwellings, constructed, erected, placed, altered, remodeled, maintained, or permitted on any Lot shall comply with any and all applicable, federal, state, county, and municipal zoning and building restrictions, including, but not limited to grading, clearing, construction of impervious surfaces, building and other construction rules and regulations. All dwellings, other structures, and/or improvements shall comply with said laws, regulations, codes, and ordinances as such exist on the date of such construction. Any conflicts between such ordinances and the provisions of the conditions, and covenants restrictions shall be resolved in favor of the more restrictive provisions. Building, architectural, and design in Farmington, Arkansas, and specifically those pertaining to the development of Land zoned NC Neighborhood Conservation.

**Individual Homes (NC) Neighborhood Conservation:**

- a) All dwelling structures constructed upon the Lots of The Grove at Engles Mill Subdivision shall contain the following prescribed minimum square feet of heated/cooling living space:
- (1) **Manor Lots: One Hundred Thirty-One (131); One Hundred Thirty-two (132); One Hundred Thirty-three (133); One Hundred Thirty-four (134); One Hundred Thirty-five (135); One Hundred Thirty-six (136); One Hundred Thirty-seven (137); One Hundred Thirty-eight (138); One Hundred Thirty-nine (139); One Hundred Forty (140); One Hundred Forty-one (141); -One Hundred Forty-five (145); One Hundred Fifty-four (154); One Hundred Sixty-three (163); One Hundred Sixty-four (164); One Hundred Eighty-one (181); One Hundred Eighty-two (182); One Hundred Ninety-nine (199); Two Hundred (200); Two Hundred One (201); Two Hundred Two (202); Two Hundred Three (203); Two Hundred Four (204); Two Hundred Five (205); Two Hundred Six (206); Two Hundred Seven (207); Two Hundred Eight (208); Two Hundred Nine (209); Two Hundred Ten (210); Two Hundred Eleven (211); and Two Hundred Twelve (212, each having a minimum of One Thousand Seven-Hundred Fifty (1750) sq. ft.**
- (2) **Cottage Lots: One Hundred Forty-Two (142); One Hundred Forty-Three (143); One Hundred Forty-Four (144); One Hundred Forty-Six (146); One Hundred Forty-Seven (147); One Hundred Forty-Eight (148); One Hundred Forty-Nine (149); One Hundred Fifty (150); One Hundred Fifty-One (151); One Hundred Fifty-Two; One Hundred Fifty-Three (153); One Hundred Fifty-Five (155); One Hundred Fifty-Six (156); One Hundred Fifty-Seven (157); One Hundred Fifty-Eight (158); One Hundred Fifty-Nine (159); One Hundred Sixty (160); One Hundred Sixty-One (161); One Hundred Sixty-Two (162); One Hundred Sixty-Five (165); One Hundred Sixty-Six (166); One Hundred Sixty-Seven (167); One Hundred Sixty-Eight (168); One Hundred Sixty-Nine (169); One Hundred Seventy (170); One Hundred Seventy-One (171); One Hundred Seventy-Two (172); One Hundred Seventy-Three (173); One Hundred Seventy-Four (174); One Hundred Seventy-Five (175); One Hundred Seventy-Six (176); One**

**Hundred Seventy-Seven (177); One Hundred Seventy-Eight (178); One Hundred Seventy-Nine (179); One Hundred Eighty (180); One Hundred Eighty-Three (183); One Hundred Eighty-Four (184); One Hundred Eighty- Five (185); One Hundred Eighty-Six (186); One Hundred Eighty-Seven (187); One Hundred Eighty-Eight (188); One Hundred Eighty-Nine (189); One Hundred Ninety (190); and One Hundred Ninety-One (191), each having, a minimum of One Thousand Three Hundred and Forty-nine (1349) sq. ft.**

- b) Each dwelling shall have a private garage for not less than two (2) vehicles. All garage interiors must be dry-walled and finished. All garage doors must be of section type, with automatic garage door openers with appropriate child safety features.
- c) Each dwelling is required to have a concrete driveway.
- d) All homes and/or other structures constructed within The Grove at Engles Mill must have an architectural asphalt, tile, or wood shingle roof.
- e) No roof pitch on any structure shall be less than an 8/12
- f) All homes must have eighty percent (80%) brick, stone, or stucco on all exterior walls up to the top plate of the 1st floor. The total percentage of brick, stone or stucco on all exterior walls of each house must equal seventy percent (70%) of the wall surfaces.
- g) Variance. Any Lot owner may petition the Architectural Committee (“AC”) for a variance from the building limitation and requirements. Each application for a variance will be considered individually based on the overall design of the proposed house in relationship to its compatibility with the other homes in The Grove at Engles Mill Subdivision. Any application for a variance shall Include all documentation that supports the quality of the proposed Construction that will be equal to or greater than the requirements set forth in these building limitations and requirements.
- h) All setbacks required by the City of Farmington and identified on the final plat shall be adhered to.
- i) Approval of any Plans with regard to a Lot shall not be deemed a waiver of the Architectural Committee’s right, in its discretion, to disapprove Similar Plans and Specifications or any features or elements included therein, for any other Lot. As a condition of approval, each Lot Owner, on behalf of such Lot Owner and such Owner’s successor in interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any charge, modification, addition, or alteration. In the discretion of the AC, the Owner made be made to verify such condition of approval by a recordable written an instrument acknowledged by such Owner, on behalf of such Owner, and such Owner’s successors-in-interest. Any member of AC or its representative shall have the right, during reasonable hours and after reasonable notice, to enter upon any subdivision property to inspect for the purposes of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons or Persons shall not be deemed guilty of trespass by reason of such entry. If the AC shall determine that such Plans have not to be approved or that the Plans are not be followed or adhered to, the AC may, with prior consent of the Board of Directors of The Grove at Engles Mill Property Owners’

Association, in its discretion, gives the Owner of such Lot written notice of such violation. If such a violation is not corrected, the Board of Directors shall have the right to enjoin further construction and/or require the removal or correction of any work in a place that does not comply with approved plans or this Declaration, the Bylaws or under applicable law.

- j) If construction has not commenced within one (1) year from the date the Plans are approved, then the approval given pursuant to this Declaration shall be deemed to be automatically revoked by the AC, unless the AC extends the time for commencing construction. In any event, all work covered by such approval shall be completed within nine (9) months of the commencement thereof unless the AC extends the time for completion, or such period of time is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces of nature beyond the control of the Owner.

Compliance with the above-referenced ordinances, conditions, and restrictions, and any future revisions and/or additions to said ordinances, conditions, and restrictions, shall be judged, determined by, and require prior approval by the Architectural Committee. The Architectural Committee shall view and approve all exterior plans and specifications for all structures prior to construction and be given the power to amend and/or alter any design plans or specifications prior to construction and be given power to amend and/or alter design plans or specifications prior to construction and be given the power to amend and/or alter any design plans or specifications prior to approval for construction within The Grove at Engles Mill Subdivision. Any alterations or recommendations made by the Architectural Committee must be revised on said plans and be resubmitted to the Architectural Committee for approval prior to construction. Revisions to prior approved architectural plans are discouraged; however, any revisions made to said exterior plans must be resubmitted again to the Architectural Committee for approval.

In order to be apprised of current requirements, all owners and builders should contact the Architectural Committee prior to the commencement of construction. The specifications and requirements for NC zoning designation shall be deemed minimal requirements for the architectural and design specifications for The Grove at Engles Subdivision. The City of Farmington specifications may be supplemented from time to time where not inconsistent with the original plans and architectural intent of The Grove at Engles Mill Subdivision.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE AC, THE MEMBERS THEREOF, NOR THE GROVE AT ENGLS MILL PROPERTY OWNERS' ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE FOR DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY



AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE OF THE ENDORSEMENT OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DECLARANT, THE ASSOCIATION, THE AC, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OR ANY OF THEM TO RECOVER DAMAGES AND HEREBY RELEASES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

#### **4. BUILDING LOCATION AND YARD RESTRICTIONS:**

District NC Zoning – The location of all buildings on a Lot shall be reviewed and approved by the Architectural Committee and conform to the NC zoning district. If two adjacent Lots are purchased for the purposes of constructing only one home, the interior side yard line limitations may be removed.

No Lots within the subdivision may be subdivided, except as follows: If owners on both sides of a vacant joining Lot elect to purchase said Lot, they may subdivide only one time. This Lot split of an adjoining Lot then increases the size of both adjacent Lots and for building purposes, the interior side Lot line limitation would be associated with and measured from the new property line created by the division. If both portions of the split Lot were ever recombined for purposes of serving as a building Lot, then the original restriction as to setback would apply.

The front yard, the side yards, and the backyard shall be fully grass sodded within sixty (60) days and ninety (90) days, respectfully, following the date on which the dwelling is eligible for the issuance by the City of Farmington of a temporary certificate of occupancy. Any variance must be submitted and approved by the Grounds Committee. All front yards shall be maintained and groomed as required to be consistent with the other homes within the subdivision and to comply with the overall architectural objectives of the Subdivision.

#### **5. BUILDERS AND CONTRACTORS:**

Prior to the commencement of any site work or construction, a Lot owner shall submit the name, address, and telephone number of the Lot owner; the name, address, and telephone number of the building contractor; a complete set of construction plans including exterior colors and finishes; and a plat plan reflecting the location or all improvements, and set back lines, collectively referred to as "Building Packet" to the

Architectural Committee for review and approval. Within thirty (30) days after receipt of the Building packet, the Architectural Committee shall act upon the request and provide the Lot owner approval or disapproval in writing. A building contractor is defined as a general contractor, building contractor, construction contractor or consultant, architect, design-builder, or the owner if it/he/she acts as their own contractor.

If the Building Packet is complete and the Architectural Committee fails to respond to a Lot owner within the specified time period, said member may approach the Board of Directors of The Grove at Engles Mill Property Owners' Association and request immediate action be taken to approve or disapprove the owner's submission. The Board of Directors shall have the authority to approve or disapprove the submission; however, must act within fifteen (15) working days of receipt of the owner's written request.

If both the Architectural Committee and the Board of Directors fail to act, if no suit to halt the proposed construction is commenced prior to the completion of said construction, and if said construction is in compliance with the ordinances of the City of Farmington, Arkansas, written approval from the Architectural Committee shall no longer be required and the completed construction shall be deemed in compliance with The Grove at Engles Mill Subdivision conditions, covenants, and restrictions.

No building materials shall be placed or stored on a Lot prior to the approval of the Building Packet and the scheduled date on which construction is to commence. Construction sites shall be kept neat and orderly. Construction sites are to be cleaned daily of trash and scrap material. Trash shall be contained on the construction site and disposed of the property. One fifty (50) cubic feet trash container (minimum size) shall be located on the building site. If said requirements are not adhered to, Property Owners' Association may hire a cleanup crew to perform the task. Should The Grove at Engles Mill Property Owners' Association incur expenses associated with the cleanup of a construction site, said expense shall be deemed a lien upon the lot until paid. Portable toilets, one (1) for every three (3) residential Lots, must be maintained on all job sites during construction. Upon completion of the building project all remaining materials, trash, dumpsters, toilets, etc. shall be removed from the lot and subdivision within ten (10) days. No storage of trash, Brick, or concrete will be allowed on any Lot within the subdivision.

## **6. HOME OCCUPATION AND OCCUPANTS BOUND:**

Use of any home for any business or occupation, not permitted or defined by the Codes, Regulations, and Ordinances of the City of Farmington, Arkansas, is strictly prohibited.

All provisions of the Declaration, Bylaws, and Rules and Regulations which govern the conduct of the Owners and which provide for sanctions against the Owners shall also apply to all occupants and guests even though occupants and guests are not specifically mentioned. An Owner is responsible for the conduct of his/her family members, guest, occupants and invitees and may risk fines for any of their family

members, guests, tenants, occupants, and invitees in violation of the Declaration, Bylaws, or Rules and Regulations.

**7. FENCES:**

Fencing of the front yard is prohibited. Fencing of rear and side yards must be of brick or wood privacy construction. Except for fencing constructed for the purpose of screening by Declarant, no fencing may exceed six (6) feet in height. All fences shall be recessed at least ten (10) feet from the front of the dwelling. No wire or chain link fencing is allowed. Fencing shall not infringe on neighboring Lots or the Common Area grounds of The Grove at Engles Mill subdivision. All fencing plans and materials must be submitted to and approved by the Architectural Committee.

**8. SIDEWALKS, DRIVEWAYS, AND STREETS:**

A Lot owner may not cut or cause to be cut a street within The Grove at Engles Mill Subdivision for any reason. Concrete driveways and street access points are to be constructed and completed by the owner prior to or completion of the dwelling project. All driveways are to be of concrete base and may have a decorative type finish, for example, brick lines, brick expansions, aggregate finish pattern concrete, etc. Concrete sidewalks shall be constructed at the expense of the Lot owner and shall be completed at the time the driveway is constructed. Sidewalks shall be Five (5) feet in width and constructed as designed and shown on the final plat.

Sidewalks shall be made of concrete with a light broom finish, expansion joints are to be cut on eight (8) foot centers. The length of sidewalks will vary with each Lot; the sidewalk shall be the full street side width of the Lot. All handicapped ramps are the responsibility of the Lot owner and must be constructed according to City of Farmington specifications. Yellow truncated domes must be installed by a Contractor approved by the Developer.

**9. UTILITIES:**

All utilities situated within The Grove at Engles Mill subdivision shall be underground and overhead service is not permitted. Easements for utilities are identified on the filed final plat.

**10. ANTENNAE SATELLITE DISHES:**

Satellite antenna dishes shall be twenty-four (24) inches or less in diameter and shall not be visible from the street viewpoint. If utilized, locations in backyards or on the rear of the property are preferred. No radio antenna, television antenna, cellular or microwave antenna or tower shall be placed on the property.

**11. CABLE TELEVISION:**

Cable television access shall be supplied to each Lot within the development.

**12. OUTBUILDINGS AND PORTABLE BUILDINGS:**

No portable structures are allowed. Outbuildings may be allowed and constructed for use as storage of outside, lawn, and flower garden equipment and supplies provided the structure is similar in design to the home. All plans for such structures must be presented to and approved by the Architectural Committee prior to construction and must comply with the City of Farmington Codes.

**13. EASEMENTS:**

Easements for installation and maintenance of utilities, drainage facilities, and any other such easements are reserved as shown on the recorded plat. Lot owners are discouraged from constructing structures or improvements, or landscaping located within an easement since it is subject to being damaged, destroyed or removed by the easement owner without compensation or replacement being provided to the Lot owner.

**14. OIL AND MINING OPERATIONS:**

No operations associated with the testing for, location, or recovery of, and refining or processing of oil, gas, or minerals found upon or underneath The Grove at Engles Mill Subdivision shall be permitted or located within The Grove at Engles Mill Subdivision.

**15. LIVESTOCK, POULTRY, AND DOMESTICATED PETS:**

No livestock, poultry, exotic, wild, semi-domesticated, undomesticated, captive-bred, tamable, or other such animals or pets (except as noted within) shall be kept, raised, sheltered, or maintained on any residential building Lot or Common Area within The Grove at Engles Mill Subdivision; provided, however, there shall be no pit bull or Rottweiler dogs, full breed or any such breed of any percentage. Domesticated dogs, cats, and other household pets may be kept, provided they are not raised or bred for commercial purposes. The outside living area for approved pets must be maintained and kept clean at all times and screened from public view. All living areas for such pets must be in the rear or side yard. The walking of permitted animals and pets on a leash is allowed on sidewalks and common areas grounds, provided an owner/walker picks up any dropping from said animal or pet. No animals or pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. Continuously "barking dogs" are considered a nuisance and are a violation of City Ordinances and such ordinances will be enforced.

**16. PARKING OF VEHICLES:**

All vehicles, except recreational vehicles, shall be parked in the garage or driveway of the owner's respective Lot. The Subdivision's streets shall not be used as a place to park or store vehicles. Licensed, non-licensed and expired licensed recreational vehicles, of any type, shall not be parked on the streets of the subdivision or on any Lot within the subdivision.

The above restrictions apply to, but shall not be limited to recreational equipment, motor homes, boats, travel trailers, campers, transport trailers, and the like. Any large trucks, tandem wheel tractors, or large commercial vehicles are strictly prohibited within the subdivision except for moving, and delivery purposes and development of a Lot, and new home construction.

**17. INOPERATIVE VEHICLES:**

No inoperative, non-licensed or expired licensed vehicle shall be left stored on any subdivision street.

**18. TEMPORARY STRUCTURES:**

No temporary structure shall be used for human or animal habitation. The builders and contractors are allowed such structures during the construction phase for storage and construction use only. All such structures must be removed prior to or at completion of the building project.

**19. SIGNS AND POSTERS:**

No signs or posters are allowed except as noted below:

- a. A professionally made sign noting the property is for sale.
- b. A professionally made construction sign noting the builder of the improvements, which sign shall be removed once the improvements are completed or occupied.
- c. Political, garage sale, and commercial signs or posters are permitted but only for the duration of their intended purpose.
- d. Any Lot owner may apply for a waiver of a sign or for permission to place a sign on a Lot by submission of a sign design, intended duration, and purpose to The Grove at Engles Mill Grounds Committee. Application for waiver shall be submitted prior to placement of a non-permitted sign.
- e. All signs are to be placed on the owner's Lot only and shall not be placed at any entrance to The Grove at Engles Mill or on any sidewalk in The Grove at Engles Subdivision.

**20. SIGHT DISTANCE AT INTERSECTIONS:**

Walls, fencing, shrubs, hedges, trees, or other improvements constructed or made near or at the intersections of streets within Grove at Engles Mill Subdivision shall be

located and constructed in compliance with the Codes, Regulations, and Ordinances of the City of Farmington.

**21. MAILBOXES AND HOUSE NUMBERS:**

Prior to occupancy of any dwelling, the structure owner shall install an approved mailbox, Barcelona style, and WHITE in color. House numbers shall be placed on the residence and maintained as required by the City of Farmington.

**22. STREETLIGHTS:**

All streetlights shall be installed by The Grove at Engles Mill Subdivision developer and dedicated to the City of Farmington, Arkansas for public use and maintenance by the City and serving electric utility.

**23. CLOTHESLINES:**

Outdoor clotheslines or poles are prohibited.

**24. RECREATIONAL, EXERCISE, AND/OR SPORTS FACILITIES OR EQUIPMENT:**

All outdoor recreational, exercise, and/or sports facilities or equipment including but not limited to basketball nets/goals must be installed or located in the back or side yards. This includes swimming or wading pools, hot tubs, trampolines, basketball goals and any other type of recreational facilities or equipment.

**25. TREE REQUIREMENTS:**

Each Lot owner shall be responsible for the health of all planted trees on the Lot and shall be bound for the maintenance, care, and monitoring of each tree planted. Each Lot within The Grove at Engles Mill Subdivision is required to plant and maintain two (2) 1-1/2 to 2-inch diameter Native American trees in the front yard per City requirements before the structure is certified for occupancy. If at any time said tree is damaged significantly or dies, it must be replaced within a two-month period. A list of types of trees permitted will be provided by the Grounds Committee. Failure to replant or maintain the tree after notice by The Grove at Engles Mill Property Owner's Association could result in an assessment and a lien upon the Lot for the cost of planting and maintaining the tree. The Lot owner agrees a lien that results from a failure to pay any assessment may be foreclosed in the same manner provided by Arkansas Law for the foreclosure of a real estate mortgage.

**26. NUISANCES:**

No noxious, destructive, or offensive activity as defined by City Ordinance and State or Federal laws or regulations shall be carried on or upon any Lot or street, nor shall anything be done thereupon which may be or may become an annoyance or nuisance

to The Grove at Engles Mill community and its homeowners.

**27. ENTRYWAY, DETENTION POND, AND MEDIAN MAINTENANCE AND UPKEEP:**

Entryways, detention ponds and surrounding areas, public areas and parks, and common areas and improvements are an integral part of The Grove at Engles Mill and it is in the best interest of The Grove at Engles Mill that said such entryways, medians, retention ponds, and surrounding areas, public areas and parks, and common areas and improvements are maintained at all times.

The cost of the routine upkeep, maintenance and repair, and replacement of entryways, medians, detention ponds, and surrounding and common areas and improvements shall be shared by each Lot owner through annual or special assessments. Any upkeep, maintenance, and repair of public areas and parks shall be at the discretion of the Board of Directors of The Grove at Engles Mill Property Owners' Association.

**28. SWIMMING POOLS:**

Swimming pools must be underground and placed in the back yard and properly fenced in accordance with all code requirements.

**29. STREETS:**

All streets within The Grove at Engles Mill development shall be dedicated to the City of Farmington, Arkansas for public use and maintenance by the City.

**30. DETENTION/HOLDING POND/CONSERVATION AREA:**

The Grove at Engles Mill Property Owners' Association shall be responsible for the designated holding pond within the subdivision development.

**31. GOVERNING STRUCTURE:**

The declarant as the owner, developer, and sub-divider of the Lots and common area of the subdivision, will be in control of the Property Owners' Association, during each phase of construction. Declarant will release control of the POA to the Lot owners when eighty percent (80%) of the Lots in all Phases have been sold.

By accepting ownership of property within The Grove at Engles Mill Subdivision, each owner acknowledges said property is now or will be subject to periodic assessments to be established and used for the construction development, improvement, repair and replacement of the entryways, detention ponds, and surrounding areas, and common areas and improvements by the Board of Directors of the Property Owners' Association and agrees if said assessments are not timely and fully paid said assessment and all costs, including legal fees, associated with the cost of collection of same shall be

deemed a lien on the property so assessed.

The owner(s) of each Lot in The Grove at Engles Mill Subdivision shall be entitled to one (1) vote on any proposition or action placed before the membership of the Property Owners' Association for a vote. If more than one person or entity owns a single Lot, the owners must collectively agree upon their single vote before casting the same. If one or more entities own more than one Lot, the owner(s) are entitled to one (1) vote per Lot owned.

### **32. ARCHITECTURAL COMMITTEE:**

The Architectural Committee is established to insure, within its limited ability, that all dwellings and/or other exterior structures within The Grove at Engles Mill Subdivision are compatible with the other dwelling and structures constructed or to be constructed within the subdivision.

The Architectural Committee shall consist of one (1) builder, appointed by the Developer and owning Lots in the Subdivision. At such a time when each of the two builders has sold all owned Lots and homes in the Subdivision, those positions on the Architectural Committee will then be appointed by the Property Owner's Association.

The Architectural Committee shall be appointed and shall serve at the discretion of the Board of Directors of the Property Owners Association. The Architectural Committee shall have no less than one (1) member and shall have no more than three (3) members who shall either own or be designated representatives of the owners of Lots within the Subdivision.

### **33. GROUNDS COMMITTEE:**

The Grounds Committee is established to ensure the streets, sidewalks, common areas, and improvements located thereupon, unimproved Lots and the front and side yards of improved Lots, are maintained, groomed, and kept in good order. The Grounds Committee shall note any problems with mailboxes, entryways, retention ponds and areas surrounding the same, public areas and parks, common areas, and improvements within the Subdivision. Any problems or violations noted by the committee shall be written up and reported for repair or correction to the proper parties. If the needed repair or violation is directed to a lot/homeowner, said the owner has fifteen (15) days in which to correct the problem. If the owner fails to take measures to correct the problem, the Grounds Committee may report the violation or problem to the Board of Directors of the Property Owners' Association for further action and follow-up.

The Grounds Committee shall be appointed and serve at the discretion of the Board of Directors of the Property Owners' Association. The Grounds Committee shall consist of no less than one (1) member and shall have no more than three (3) members, who will be owners or representatives of owners of Lots within the Subdivision.



#### **34. VIOLATIONS:**

Any and all violations against a Lot/homeowner(s) may result in a levy of a fine against the owner and the property by the Board of Directors of the Property Owners' Association. All violations should be considered of the utmost importance and be addressed and responded to in a timely manner. Correction of the item in violation should begin, as soon as possible. If the property owner believes the violation is wrong or incorrect, the property owner should contact the issuing party of the violation as soon as possible.

#### **35. ASSESSMENTS:**

Lots owned by Riverwood Homes, LLC and/or its assigns, shall not be assessed an annual assessment fee as long as the Lot remains an undeveloped Lot. Once the title of a Lot is transferred from Riverwood Homes, LLC and/or its assigns, there will be due an annual assessment of One Hundred dollars (\$100.00), which assessment shall be for a full calendar year. Initial assessments to parties other than as listed above shall be at the closing of the Lot purchase. Assessments will be due January 1st of each year. For any Lot purchased in mid-year, the Lot owner at closing shall be assessed and pay the annual assessment prorated for the remainder of that year. Assessments shall be collected by and paid to the Property Owners' Association. Assessments shall be used for the repair, maintenance, upkeep, and replacement of the entryways, detention ponds and surrounding areas, common areas and improvements, public areas and parks and , golf course and to pay the costs associated with the operations of the Property Owner's Association, including costs and fees paid to lawyers and accountants. By a two-thirds (2/3) vote of the Board of Directors of the Property Owners' Association or a majority vote of the owners of Lots in the Property Owner's Association the assessment may be periodically increased or decreased. By acceptance of ownership of a Lot within the Subdivision, a Lot owner is agreeing to pay current and future assessments and is agreeing assessments shall be deemed a lien against the Lot. The lot owner agrees a lien which results from a failure to pay an assessment may be foreclosed in the same manner provided by Arkansas Law for the foreclosure of a real estate mortgage. Each Lot owner agrees to pay the Property Owners' Association costs and legal fees associated with the collection of delinquent assessments of foreclosure of liens.

#### **36. DURATION OF COVENANTS AND RESTRICTIONS:**

These restrictions and covenants are hereby declared to be covenants running with the Lots and shall be fully binding upon all persons acquiring property in said subdivision whether by decent, devise, purchase or otherwise, and any person by the acceptance of title to any Lot in this subdivision shall hereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date signed by the Declarant. Said covenants and restrictions may be extended for successive five (5) year terms if approved by a majority of the Lot

owners before the expiration date..

**37. BINDING EFFECTS AND AMENDMENTS OF COVENANTS:**

All natural persons or other legal entities, who shall acquire any Lot within the Subdivision shall be deemed to agree, accept, conform to and observe the restrictions, covenants, and stipulations contained herein, and the By-Laws of The Grove at Engles Mill Property Owners' Association and accepts membership in The Grove at Engles Mill Property Owners' Association.

Any amendment of these covenants and restrictions requires approval by a vote of seventy-five percent (75%) of the Lot/homeowners of all phases within the Property Owners' Association.

No changes in the covenants and restrictions shall be valid unless the amended covenants and restrictions are properly recorded in the recorder's office of Washington County, Arkansas. No amendment shall be allowed which would be in violation of NC zoning in effect at the time of the amendment.

**38. SEVERABILITY:**

Invalidation of any restriction or portion of a restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

**39. SEXUAL OFFENDERS:**

No person(s) required to register as a sex offender pursuant to the Sex Offenders Registration Act of 1977, as codified at Arkansas Code Annotated § 12-12-901, et seq, as amended from time to time, or any other similar federal, state, county or local law, regulation, code, or ordinance may rent, reside in/on, own, or occupy any Lot or dwelling within The Grove at Engles Mill Subdivision either permanent or temporary.

**40. NOTICE OF SALE:**

In the event an Owner sells such Owner's Lot, the Owner shall give Notice to the Property Owners' Association, in writing, prior to the effective date of such sale, the name of the purchaser of the Lot and such other information as the Property Association Board may require.

**41. AMENDMENTS:**

Any and all of the covenants, provisions or restrictions set forth in the Declaration of Restrictive Covenants may be amended, modified, extended, changed or canceled,

in whole or in part, by a recorded written instrument signed and acknowledged as follows:

- a) As long as Grantor is the developer of the Lots subject to this phase, then an amendment or modification is effective when signed by Grantor.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand this 22nd day of November, 2022. **Riverwood Homes, LLC**

BY: [Signature]  
Mark Marquess, Managing Member

**ACKNOWLEDGEMENT**

STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF Benton )

Before me, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Mark Marquess, as Manager of Riverwood Homes, LLC, to me well known to be the declarant of The Grove at Engles Mill Subdivision, and stated that he had executed and delivered the same for the consideration, purposes and uses therein mentioned and set forth.

WITNESS my hand and seal on this 22nd day of November, 2022.

[Signature]  
Notary Public

My Commission Expires:

06-01-2027



PREPARED BY:  
RAYMOND C. SMITH, ATTORNEY  
FAYETTEVILLE, ARKANSAS





Please Return To:

Lenders Title Company  
3761 N Mall Avenue, Suite 1  
Fayetteville AR, 72703  
Phone: 479-444-3333  
Fax: 479-443-4256

File Number: 21-064963-500

This deed form prepared under the supervision of:  
J. Mark Spradley, Attorney at Law  
1501 N. University, Suite 155  
Little Rock, AR 72202

Transactional data completed by Lenders Title Company

Warranty Deed - LLC (Letter).rtf

Type: REAL ESTATE  
Kind: WARRANTY DEED  
Recorded: 11/2/2021 8:33:49 AM  
Fee Amt: \$35.00 Page 1 of 5  
Washington County, AR  
Kyle Sylvester Circuit Clerk

**File# 2021-00042077**

FOR RECORDER'S USE ONLY

**WARRANTY DEED**  
(LIMITED LIABILITY COMPANY)

**KNOW ALL MEN BY THESE PRESENTS:**

That, Farmington Commercial LLC, Grantor, organized under and by virtue of the laws of the State of Arkansas, by and through its Members, duly authorized and empowered hereto by its Operating Agreement and law, for and in consideration of the sum of ---TEN AND 00/100--- DOLLARS---(\$10.00)--- and other good and valuable consideration in hand paid by, Riverwood Homes, LLC, Grantee(s), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee(s) and unto its successors and assigns forever, the following described land, situated in the County of Washington and the State of Arkansas to-wit:

**Legal Description: See Attached Exhibit "A"**

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

**TO HAVE AND TO HOLD** the above described lands unto the Grantee(s) and unto its successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And the Grantor hereby covenants with the Grantee(s) that it will forever warrant and defend the title to the above described lands against all claims whatsoever.

**IN TESTIMONY WHEREOF**, The name of the Grantor is hereunto affixed by its Members and its seal affixed  
this **29th day of October, 2021**.

I certify under penalty of false swearing  
that documentary stamps or a documentary  
symbol in the legally correct amount has  
been placed on this instrument. Exempt or no  
consideration paid if none shown.

GRANTEE OR AGENT: Riverwood Homes, LLC

GRANTEE'S ADDRESS: 3420 N Plainview Ave  
Fayetteville, AR 72703

**Farmington Commerical LLC**  
(an Arkansas limited liability company)

**BY: The Paul E. Phillips Revocable  
Trust under Agreement dated June 29,  
2006-MEMBER**

Paul E. Phillips  
**BY: Paul E. Phillips, Co-Trustee**

Nova G. Phillips  
**BY: Nova G. Phillips, Co-Trustee**

**BY: The Carole J. Tyree Revocable  
Trust under Agreement dated June 29,  
2006 -MEMBER**

Carole J. Tyree  
**BY: Carole J. Tyree, Co-Trustee**

Roger E. Tyree  
**BY: Roger E. Tyree, Co-Trustee**

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) SS.  
COUNTY OF WASHINGTON )

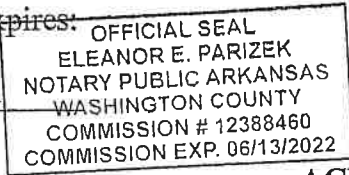
BE IT REMEMBERED that on this 29th day of October, 2021, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Paul E. Phillips and Nova G. Phillips, to me personally well known (or satisfactorily proven to be), who stated that they were the Co-Trustees of the Paul E. Phillips Revocable Trust under Agreement dated June 29, 2006, said Trust being a Member of Farmington Commercial LLC, a limited liability company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of October, 2021.

*Eleanor E. Parizek*  
\_\_\_\_\_  
Notary Public

My commission Expires:

6/13/22



ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 ) SS.  
COUNTY OF WASHINGTON )

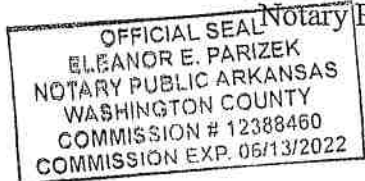
BE IT REMEMBERED that on this 29th day of October, 2021, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Carole J. Tyree and Roger E. Tyree, to me personally well known (or satisfactorily proven to be), who stated that they were the Co-Trustees of the Carole J. Tyree Revocable Trust under Agreement dated June 29, 2006, said Trust being a Member of Farmington Commercial LLC, a limited liability company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of October, 2021.

*Eleanor E. Parizek*  
\_\_\_\_\_  
Notary Public

My commission Expires:

6/13/22



**EXHIBIT "A"**

**A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EAST LINE OF THE OF SAID FORTY ACRE TRACT WHICH IS S02°15'19"W 1324.54' AND S02°11'31"W 268.02' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 AND RUNNING THENCE ALONG SAID EAST LINE S02°11'31"W 1056.07' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, THENCE ALONG THE SOUTH LINE THEREOF N87°54'22"W 1179.97', THENCE LEAVING SAID SOUTH LINE N02°15'34"E 1034.30', THENCE S87°48'54"E 33.95', THENCE S24°23'36"W 11.78', THENCE S01°59'36"W 89.16', THENCE S87°44'41"E 592.56', THENCE S02°15'19"W 125.00', THENCE S87°44'41"E 288.00', THENCE N02°15'19"E 125.00', THENCE S87°44'41"E 137.95', THENCE N02°15'19"E 100.00', THENCE N27°10'47"E 21.26', THENCE N72°37'40"E 17.03', THENCE S87°48'29"E 105.30' TO THE POINT OF BEGINNING, CONTAINING 24.86 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.**





STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 21-064963-500

Grantee: RIVERWOOD HOMES LLC  
Mailing Address: 3420 N PLAINVIEW AVE  
FAYETTEVILLE AR 727030000

Grantor: FARMINGTON COMMERCIAL LLC  
Mailing Address: 127741 TYLER ROAD  
FARMINGTON AR 727300000

Property Purchase Price: \$598,350.00  
Tax Amount: \$1,976.70

County: WASHINGTON  
Date Issued: 11/01/2021  
Stamp ID: 806021120

Washington County, AR  
I certify this instrument was filed on  
11/2/2021 8:33:49 AM  
and recorded in REAL ESTATE

File# 2021-00042077  
Kvle Sylvester - Circuit Clerk

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

Grantee or Agent Name (printed): Jed Beach  
Grantee or Agent Name (signature): Jed Beach Date: 11/01/2021  
Address: 3420 N Plainview Ave  
City/State/Zip: Fayetteville, Ar, 72703

**File# 2021-00046026**



Please Return To:

Lenders Title Company  
3761 N Mall Avenue, Suite 1  
Fayetteville AR, 72703  
Phone: 479-444-3333  
Fax: 479-443-4256

File Number: 21-065027-500

This deed form prepared under the supervision of:  
J. Mark Spradley, Attorney at Law  
1501 N. University, Suite 155  
Little Rock, AR 72202

Transactional data completed by Lenders Title Company

Warranty Deed - LLC (Letter).rtf

FOR RECORDER'S USE ONLY

**WARRANTY DEED**  
(LIMITED LIABILITY COMPANY)

**KNOW ALL MEN BY THESE PRESENTS:**

That, Farmington Commercial LLC, Grantor, organized under and by virtue of the laws of the State of Arkansas, by and through its Members, duly authorized and empowered hereto by its Operating Agreement and law, for and in consideration of the sum of ---TEN AND 00/100--- DOLLARS---(\$10.00)--- and other good and valuable consideration in hand paid by, Riverwood Homes, LLC, Grantee(s), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee(s) and unto its successors and assigns forever, the following described land, situated in the County of Washington and the State of Arkansas to-wit:

**See attached Exhibit "A"**

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

**TO HAVE AND TO HOLD** the above described lands unto the Grantee(s) and unto its successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And the Grantor hereby covenants with the Grantee(s) that it will forever warrant and defend the title to the above described lands against all claims whatsoever.

**IN TESTIMONY WHEREOF**, The name of the Grantor is hereunto affixed by its Members and its seal affixed  
this **30th day of November, 2021**.

I certify under penalty of false swearing  
that documentary stamps or a documentary  
symbol in the legally correct amount has  
been placed on this instrument. Exempt or no  
consideration paid if none shown.

GRANTEE OR AGENT: Agent  
Riverwood Homes, LLC

GRANTEE'S ADDRESS: 3420 N. Plainview Ave  
Fayetteville, AR 72703

**Farmington Commerical LLC**  
**(an Arkansas limited liability company)**

**BY: The Paul E. Phillips Revocable  
Trust under Agreement dated June 29,  
2006 -MEMBER**

Paul E. Phillips

**BY: Paul E. Phillips, Co-Trustee**

Nova G. Phillips

**BY: Nova G. Phillips, Co-Trustee**

**BY: The Carole J. Tyree Revocable  
Trust under Agreement dated June 29,  
2006 -MEMBER**

Carole J. Tyree

**BY: Carole J. Tyree, Co-Trustee**

Roger E. Tyree

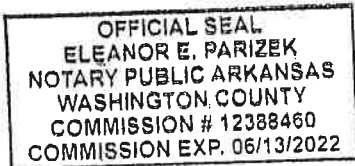
**BY: Roger E. Tyree, Co-Trustee**

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 )  
 ) SS.  
COUNTY OF WASHINGTON )

BE IT REMEMBERED that on this 30th day of November, 2021, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Paul E. Phillips and Nova G. Phillips, to me personally well known (or satisfactorily proven to be), who stated that they were the Co-Trustees of the Paul E. Phillips Revocable Trust under Agreement dated June 29, 2006, said Trust being a member of Farmington Commercial, LLC, a limited liability Company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30th day of November, 2021.



*Eleanor E. Parizek*  
\_\_\_\_\_  
Notary Public

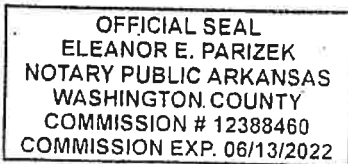
My commission Expires:  
6/13/22

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
 )  
 ) SS.  
COUNTY OF WASHINGTON )

BE IT REMEMBERED that on this 30th day of November, 2021, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Carole J. Tyree and Carole J. Tyree, Co-Trustees of the Carole J. Tyree Revocable Trust under Agreement dated June 29, 2006, said Trust being a member of Farmington Commercial, LLC, a limited liability Company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30th day of November, 2021.



*Eleanor E. Parizek*  
\_\_\_\_\_  
Notary Public

My commission Expires:  
6/13/22

**EXHIBIT "A"**

**A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM AN EXISTING ALUMINUM MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 AND RUNNING THENCE ALONG THE EAST LINE THEREOF S02°15'19"W 1324.54' TO AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE ALONG THE EAST LINE THEREOF S02°11'31"W 1324.09' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE ALONG THE SOUTH LINE THEREOF N87°54'22"W 1179.97' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG SAID SOUTH LINE N87°54'22"W 143.00' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE ALONG THE SOUTH LINE THEREOF N87°51'22"W 661.39' TO AN EXISTING ALUMINUM MONUMENT, THENCE LEAVING SAID SOUTH LINE N02°04'37"E 1319.76', THENCE S87°44'41"E 138.48', THENCE N19°30'18"E 53.02', THENCE S57°43'18"E 50.00', THENCE N32°26'05"E 185.00', THENCE S57°43'18"E 470.70', THENCE S29°46'30"E 114.00', THENCE S02°15'19"W 137.17', THENCE S87°25'23"E 50.00', THENCE S02°15'18"W 1034.00' TO THE POINT OF BEGINNING, CONTAINING 24.86 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.**



STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION  
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

## Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 21-065027-500

**Grantee:** RIVERWOOD HOMES LLC  
**Mailing Address:** 3420 N PLAINVIEW AVE  
FAYETTEVILLE AR 727030000

**Grantor:** FARMINGTON COMMERCIAL LLC  
**Mailing Address:** 127741 TYLER ROAD  
FARMINGTON AR 727300000

**Property Purchase Price:** \$598,350.00  
**Tax Amount:** \$1,976.70

**County:** WASHINGTON  
**Date Issued:** 12/01/2021  
**Stamp ID:** 707454976

Washington County, AR  
I certify this instrument was filed on  
12/1/2021 12:52:53 PM  
and recorded in REAL ESTATE

File# 2021-00046026  
Kvle Svlvester - Circuit Clerk

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

Grantee or Agent Name (printed): Joel Beach

Grantee or Agent Name (signature): Joel Beach Date: 12/1/2021

Address: 3420 N Plainview Ave

City/State/Zip: Fayetteville, Ar, 72703

RECORD INFORMATION

SEAL

THIS REZONE SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE REZONE WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY

REZONE  
THE GROVE AT ENGLÉS MILL  
PHASES 1 THROUGH 6

PREPARED FOR:  
CITY OF FARMINGTON  
PLANNING COMMISSION

ISSUE DATE: 02/15/2023  
PROJECT NO.: 22-1100C  
CONTACT: J. BEJABENEK

901 N. 47<sup>th</sup> St. Suite 400  
Rogers Arkansas 72756

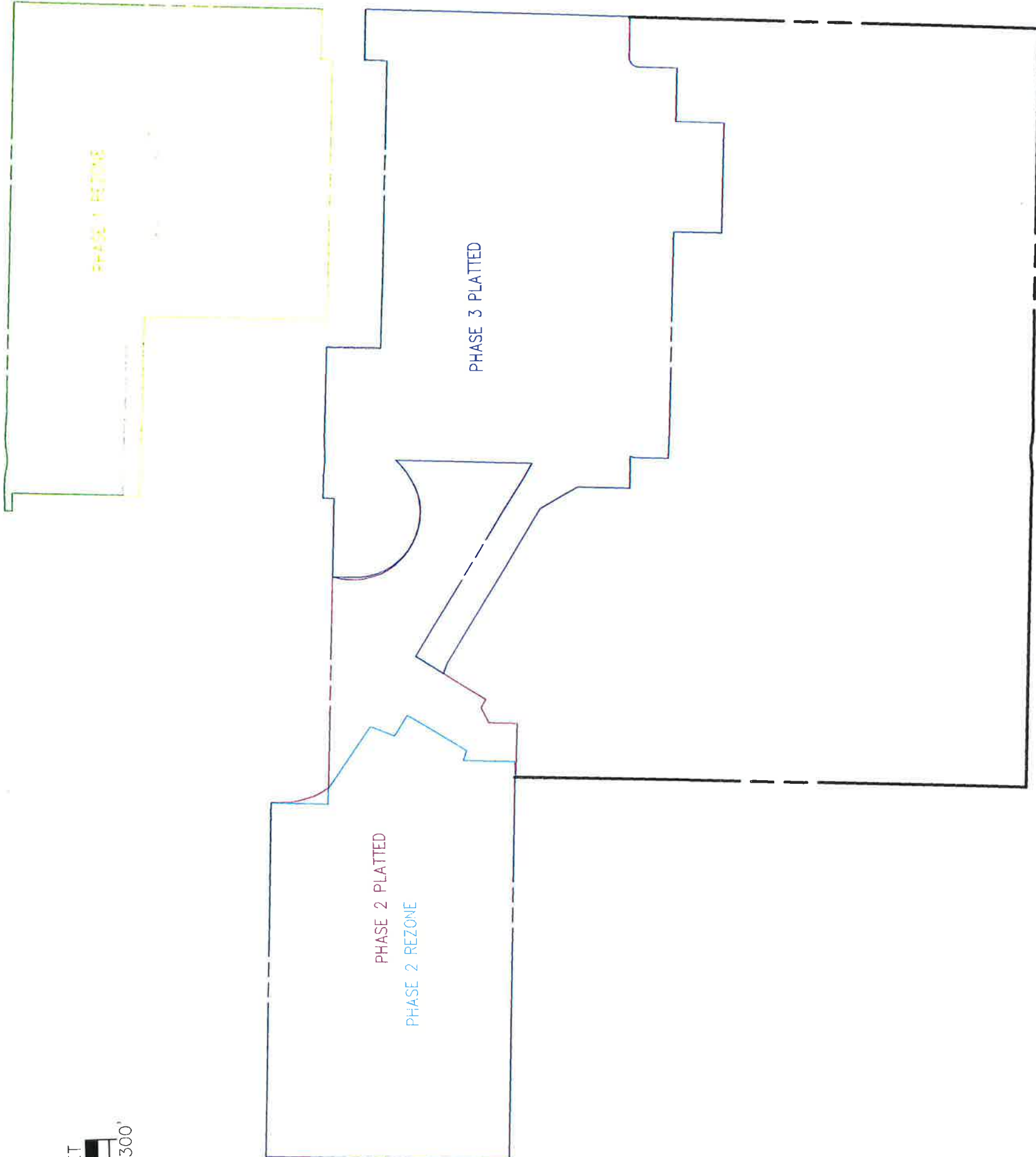


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DATE	DESCRIPTION	DATE

SHEET NO.



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SEAL

THIS REZONE SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE REZONE WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY

REZONE  
THE GROVE AT ENGLER'S MILL  
PHASES 1 THROUGH 6

PREPARED FOR:  
CITY OF FARMINGTON  
PLANNING COMMISSION

ISSUE DATE: 02/15/2023  
PROJECT NO: 22-1700C  
CONTACT: J. BEJBERNEK  
901 N. 47th St. Suite 400  
Rogers Arkansas 72756



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DETA	DESCRIPTION	DATE



DATE: 02/15/2023 11:27 AM  
LAST SAVED: 02/15/2023 11:27 AM  
DRAWN BY: J. BEJBERNEK  
CHECKED BY: J. BEJBERNEK  
PROJECT NO: 22-1700C  
ISSUE DATE: 02/15/2023



SEAL

THIS REZONE SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE REZONE WHICH IT IS ATTACHED. THIS DRAWING IS NOT A PLAT OF SURVEY

REZONE THE GROVE AT ENGLS MILL PHASES 1 THROUGH 6

PREPARED FOR: CITY OF FARMINGTON PLANNING COMMISSION

ISSUE DATE: 02/15/2023  
 PROJECT NO: 22-1100C  
 CONTACT: J. BEHREK

901 N. 47th St., Suite 400  
 Rogers, Arkansas 72756

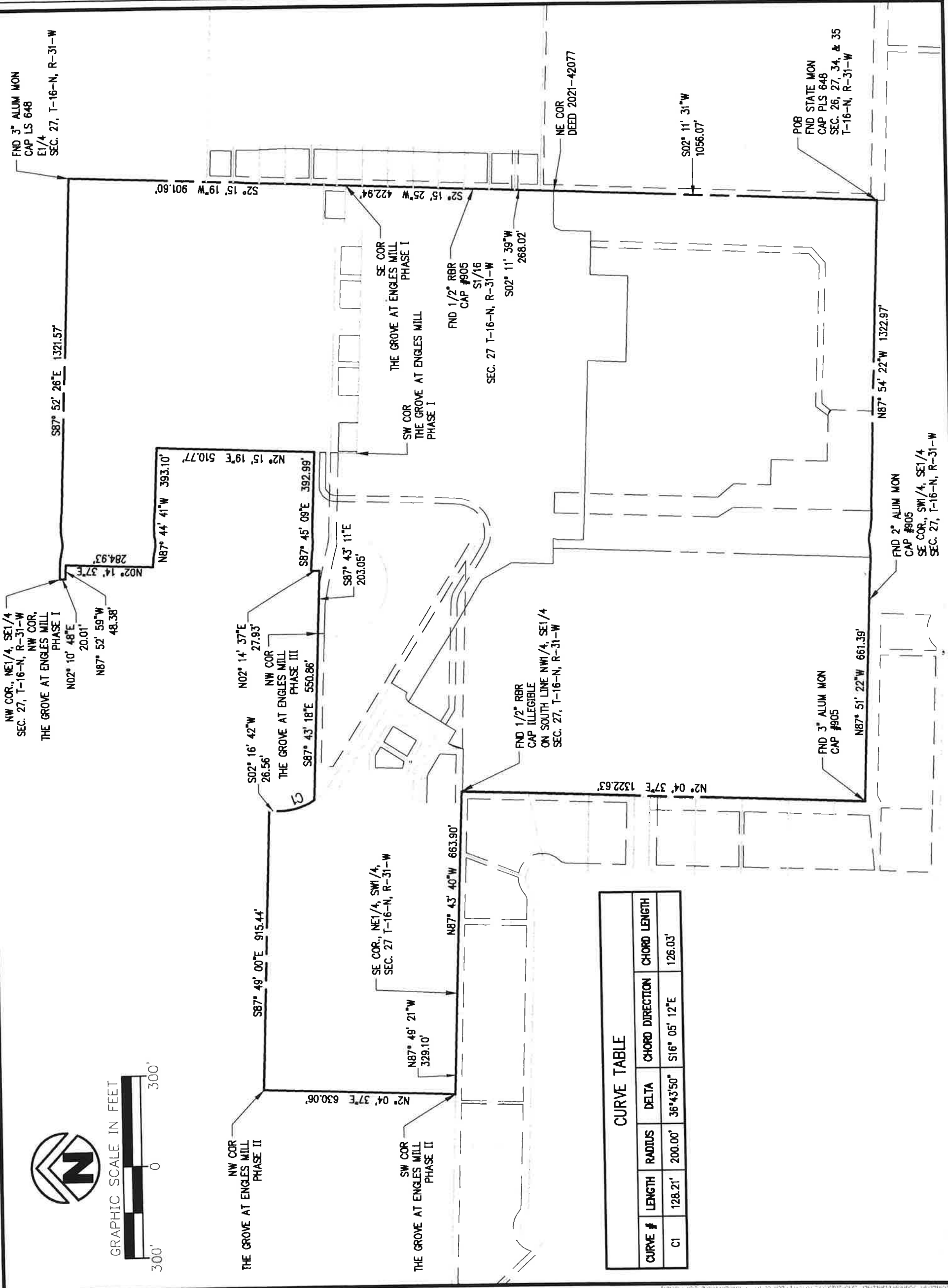


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 www.craftontull.com

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DATE	DESCRIPTION	DATE

SHEET NO:



GRAPHIC SCALE IN FEET



**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	128.21'	200.00'	36°43'50"	S16° 05' 12" E	126.03'

Small text at the bottom of the page, likely containing project or drawing details.



# Agenda Item 12



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: Kim Bentley, Chief Court Clerk, Melissa McCarville, City Business Manager

Re: Purchase of Laserfiche Document Management Software System

Date: March 13, 2023

### **Recommendation**

Request the approval to purchase Laserfiche Document Management Software for Court and City.

### **Background**

The Court is currently using the R2M Records Management Software through the Police Department. Scanning software was needed and the Police Department had an extra license. Court has been using this system since 2018 and. City Admin no longer uses R2M other than retrieving vehicle accident reports for the public.

### **Discussion**

The current system does not meet the needs of the Court or City to adequately produce an efficient workflow.

Laserfiche has much more to offer with not only scanning and organizing files, ability to create and modify forms, easily redact sensitive information, keep an audit trail, automatically extract data from an electronic PDF and other scanned forms which eliminates the need for repetitive manual indexing like R2M does. Laserfiche will eliminate several extra steps by extracting data from a document as it is scanned directly into Laserfiche.

The City Administration will also benefit from this software by organizing City Contracts, City Council Agendas and Minutes, Planning Commission Agenda and Minutes, City Ordinances and Resolutions, Inventory and much more. Laserfiche will not only help with space saving, it will also simplify audits.

### **Budget Impact**

The \$37,448.50 includes the recurring annual support/subscription of \$4936.00. Half of this cost is the migration of documents from R2M Relativity to Laserfiche. Judge Nations has authorized use of Court Automation Fund to pay for half of the cost and City will pay the other half. Court and City will be invoiced separately to show Court Automation is being properly utilized.

# PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201  
 Tallahassee, FL 32311  
 850.701.0725  
 850.564.7496 fax

**Bill /Ship to:** Kim Bentley  
[kimbentley@cityoffarmington-ar.gov](mailto:kimbentley@cityoffarmington-ar.gov)

**Client Name:** City of Farmington  
**Client Address:** 354 W. Main St., Farmington, AR 72730  
**Quote Number:** 26474  
**Order Type:** Net New

**Quote Date:** February 14, 2023

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<b><u>LASERFICHE ANNUAL SUBSCRIPTION - BASIC</u></b>			
<input checked="" type="checkbox"/> Laserfiche Municipality Site License Subscription (Pop < 10k)	1	\$3,100.00	\$3,100.00
<input checked="" type="checkbox"/> Laserfiche Records Management Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Public Portal Subscription for Unlimited Laserfiche Servers	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Advanced Audit Trail Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Forms Portal Subscription	3	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Sandbox Subscription	3	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Integration with DocuSign Subscription	1	Included*	Included*
<b><i>Laserfiche Annual Recurring Subscription Subtotal</i></b>			<b><i>\$3,100.00</i></b>
<b><u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u></b>			
<input checked="" type="checkbox"/> Managed Support Services for Laserfiche	1	\$1,386.00	\$1,386.00
<i>Client needs are estimated based on the current components provided herein: up to 10 hours that will expire at the end of your renewal term.</i>			
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	\$450.00
<b><i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i></b>			<b><i>\$1,836.00</i></b>
<b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>			<b>\$4,936.00</b>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>MCCI PROFESSIONAL SERVICES - STATEMENT OF WORK</u></b>			
<input checked="" type="checkbox"/> TITLE OF PROJECT FOUND ON SOW <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$32,512.50	\$32,512.50

*Professional Services Subtotal*

**\$32,512.50**

**GRAND TOTAL - ONE-TIME SERVICES**

**\$32,512.50**

**TOTAL LASERFICHE PROJECT COST**

**\$37,448.50**

*\*Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

***All Quotes Expire 30 Days from Quote Date***

**This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.**

## **RECURRING SERVICES**

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

## **SALES TAX**

Sales tax will be invoiced where applicable and is not included in the fee quote above.

## **REMOTE SERVICES**

All services will be performed remotely unless noted otherwise.

## PRODUCT ORDER TERMS: LASERFICHE

---

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3<sup>rd</sup> party manufacturer products are subject to each manufacturer's current policy.

## BILLING TERMS: LASERFICHE

---

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"><li>▪ <b>Initial Sale:</b> Upon delivery of software or activation of the subscription</li><li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date</li></ul>
Professional Services: Statement of Work	Defined in Statement of Work

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

# SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

## LASERFICHE

Description	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)*	■	■	■	■
Remote access support through web conferencing service +	■	■	■	■
Access to product update version and hotfixes (Client Download)*	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums+	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■
Maintenance of MCCi/Client configured <i>complex</i> business processes				■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET				■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*				■

+ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

\* Excludes the development of new integrations, large-scale development projects, and SQL queries.

\*\* **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.



## **BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)**

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
  - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
  - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

## **SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS**

### **CLIENT RESPONSIBILITIES (ALL PACKAGES)**

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY, Blue Prism).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

### **MANAGED SUPPORT SERVICES (MSS)**

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

#### ▪ **ADDITIONAL REMOTE TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

#### ▪ **ADDITIONAL SYSTEM SETTINGS CONSULTATION**

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

#### ▪ **REMOTE IMPLEMENTATION OF VERSION UPDATES**

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

#### ▪ **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

- **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

- **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**

MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

## **THE TRAINING CENTER FOR LASERFICHE**

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

### **BENEFITS**

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

*\*The Training Center subscription gate is based on Laserfiche user counts*

# MCCi ASSUMPTIONS

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## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

## PROFESSIONAL SERVICES

### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

### CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

### TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

### SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

## RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

## LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

## CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

## **CLIENT INFORMATION TECHNOLOGY ASSISTANCE**

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

# LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

## HARDWARE REQUIREMENTS & INSTALLATION

Client is responsible for ensuring they meet the recommended hardware requirements, which are available upon request. One (1) of each of the following components will be installed as part of Client's Laserfiche solution by default unless Pricing section states otherwise:

### LASERFICHE SUBSCRIPTION

- Laserfiche Server
- Windows Client & Administration Console
- Web Client\*
- Mobile Server
- Federated Search\*
- Directory Server (LFDS)\* †
- Import Agent
- Workflow (Professional/Business only)
- Forms\* (Professional/Business only)
- Audit Trail

\*Requires SSL/TLS Certificate. Client is responsible for acquiring and installing prior to Laserfiche implementation. Certificate requirements for Laserfiche Directory Server can be [found here](#).

†Required for all Rio and Avante systems and cannot be removed.

**Note:** Configuring a test environment, setting up an external DMZ, and/or setting up failover/load balancing are not included by default and must be detailed and priced in the applicable Statement of Work to be implemented.

## LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

## LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

### ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then current policy
- Continued access to Client's Laserfiche solution\*

\* Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients

### POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.

- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permissible due to the timing of renewal invoicing.)

## **LATE PAYMENTS**

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.
  - Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
  - Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

## **INTEGRATIONS**

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

## **LASERFICHE SOLUTION PROVIDER OF RECORD**

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

# Exhibit A: Statement of Work

## City of Farmington

New Laserfiche Subscription System with Data Migration

Issued: February 14, 2023

*Valid for 30 days*



## STATEMENT OF WORK (“SOW”)

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This Statement of Work (including appendices hereto, the (“SOW”) is part of Client’s Master Agreement with MCCi (the “Master Agreement”) and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

## BACKGROUND

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Client desires to implement a new Laserfiche Subscription system.

Client also has approximately 68,000 images in a legacy system called R2M, which they desire to migrate into their new Laserfiche system. MCCi has conducted discovery sessions with client to determine scope and level of effort, as described in this Statement of Work.

Discovery (information provided by previous vendor – Relativity) provided the following details:

- Document Count: 7,084
- Documents with actual content: 7,083
- Total size: 30GB.
- Metadata is provided in a single CSV file.
- One Document Type

## PROJECT OBJECTIVES

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- Project kickoff and Staging
- Laserfiche Installation and Configuration
- Repository Configuration
- Doc Type Metadata Structure Analysis
- Folder Structure Review and Sample Generation
- Conversion and Adjustments
- QA
- Post Migration Workflows
- 30- day Post Migration Assistance (up to 4 hours)

*[remainder of page left intentionally blank]*



# PROJECT STAKEHOLDERS

## GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
New Laserfiche System with Data Migration	TBD	Mike Beaudreau

## MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Brian Sabin	Senior Solutions Architect	<a href="mailto:bsabin@mccinnovations.com">bsabin@mccinnovations.com</a>	(757) 810-7724

## CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Kim Bentley	Court Clerk	<a href="mailto:kimbentley@cityoffarmington-ar.gov">kimbentley@cityoffarmington-ar.gov</a>	(479) 267-3865

## CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Kim Bentley	Court Clerk	<a href="mailto:kimbentley@cityoffarmington-ar.gov">kimbentley@cityoffarmington-ar.gov</a>	(479) 267-3865

*[remainder of page left intentionally blank]*

# MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
<b>#1: Project Kickoff and Project Staging</b>	<p><b>Project Kickoff:</b> MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc.</p> <p><b>Remote Access Set Up for MCCi Project Team:</b> Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols.</p> <p><b>Weekly Status Meeting</b></p> <p><b>Week Project Schedule Updates</b></p>
<b>#2: Laserfiche Installation and Configuration</b>	<p>MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>• Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements</li> <li>• Acquire, install, and set up TLS Certificates that meet Laserfiche requirements</li> <li>• Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>• Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section</li> <li>• Perform basic software deployment testing</li> </ul> <p><b>EXCLUSIONS</b></p> <p><u>MCCi is not responsible for the following:</u></p> <ul style="list-style-type: none"> <li>• Installing and configuring failover clusters or load balancing</li> <li>• Configuring servers in DMZs</li> <li>• Migration of existing Laserfiche environment/applications to new environment</li> <li>• Configuring identity providers other than Active Directory</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>• Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.</li> <li>• If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).</li> </ul>
<b>#3: Repository Configuration</b>	<p>MCCi's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCi's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>• Define each user and group necessary to access Laserfiche</li> <li>• Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>• Provide requirements gathering</li> <li>• Create up to two (2) folder structures that consist of three (3) tiered levels</li> <li>• Create up to two (2) Laserfiche templates with up to seven (7) fields each</li> <li>• Create up to two (2) Laserfiche User Groups</li> <li>• Set entry access security for up to two-level</li> <li>• Conduct one (1) session (three (3) hours total) of remote "train the trainer" training on Basic Laserfiche and User functions.</li> </ul> <p><b>EXCLUSIONS</b></p>

	<p>MCCI is not responsible for the following:</p> <ul style="list-style-type: none"> <li>▪ Configuring business routing logic</li> <li>▪ Restructuring metadata</li> <li>▪ Determining Records Management settings</li> <li>▪ Cleaning up existing documents</li> <li>▪ Configuring automated security</li> <li>▪ Installing software</li> <li>▪ Configuring workflows</li> </ul>																		
<p><b>#4: User Training</b></p>	<p>MCCI’s New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.</p> <p><b>BASIC</b></p> <p>Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.</p> <table border="0" style="width: 100%;"> <tr> <td>▪ Import Options</td> <td>▪ Metadata Reports</td> <td>▪ Annotations Tools</td> </tr> <tr> <td>▪ Laserfiche Scanning</td> <td>▪ Dashboard (Laserfiche Cloud)</td> <td>▪ Templates &amp; Fields</td> </tr> <tr> <td>▪ Search and Retrieval</td> <td>▪ Export Options</td> <td>▪ OCR and Generating Text</td> </tr> </table> <p><b>ADVANCED</b></p> <p>MCCI’s Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.</p> <table border="0" style="width: 100%;"> <tr> <td>▪ Laserfiche Snapshot</td> <td>▪ Version Control</td> <td>▪ User Options</td> </tr> <tr> <td>▪ Microsoft Office Integration</td> <td>▪ Tags</td> <td>▪ Repository Design Considerations</td> </tr> <tr> <td>▪ Advanced Search Syntax</td> <td>▪ Custom Quick Search</td> <td></td> </tr> </table> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Have a license available for each attendee participating in the training</li> <li>▪ Provide the requisite IT resources</li> </ul> <p><b>MCCI DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Provide Laserfiche User training according to the level of package purchased</li> <li>▪ Provide training for up to six (6) users per session</li> </ul>	▪ Import Options	▪ Metadata Reports	▪ Annotations Tools	▪ Laserfiche Scanning	▪ Dashboard (Laserfiche Cloud)	▪ Templates & Fields	▪ Search and Retrieval	▪ Export Options	▪ OCR and Generating Text	▪ Laserfiche Snapshot	▪ Version Control	▪ User Options	▪ Microsoft Office Integration	▪ Tags	▪ Repository Design Considerations	▪ Advanced Search Syntax	▪ Custom Quick Search	
▪ Import Options	▪ Metadata Reports	▪ Annotations Tools																	
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▪ Microsoft Office Integration	▪ Tags	▪ Repository Design Considerations																	
▪ Advanced Search Syntax	▪ Custom Quick Search																		
<p><b>#5: Doc Type Metadata Structure Analysis</b></p>	<p>MCCI will perform a review of the input migration metadata, including information to convert into metadata fields, file names, folder names, and contents to inventory and review with the client what they want to migrate. The migration will be limited to one document type.</p>																		
<p><b>#6: Folder Structure Review and</b></p>	<p>MCCI will review with the client the desired file naming and folder hierarchy for migrated documents. MCCI will create a sample and review with client.</p>																		

<b>Sample Generation</b>	
<b>#7: Conversion and Adjustments</b>	MCCi will perform the actual migration of documents and adjust the process as issues are identified during the migration. The migration will be limited to one document type.
<b>#8: QA</b>	MCCi will review the migrated documents to ensure the migration requirements are met.
<b>#9: Post Migration Workflows</b>	MCCi will configure and run any workflows necessary to merge the migrated documents into the target repository folder hierarchy.
<b>#10: 30-Day Post-Implementation Configuration Assistance</b>	MCCi Project Team will continue to be available for 30-days [or Not to Exceed 4 hours] after System Handoff. This time should be leveraged by Client for minor modifications, assistance, strategy meetings, etc.

## EXCLUDED

### GENERAL

- ⊗ MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- ⊗ MCCi is not responsible for creating or maintaining a backup and recovery plans.
- ⊗ MCCi is not responsible for creating training documentation.
- ⊗ MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- ⊗ Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- ⊗ MCCi is not responsible for anything not expressly included in this SOW.

## SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

## DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth

above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

## GENERAL

- 13 Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- 14 If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- 15 Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- 16 Client shall provide MCCi accurate data throughout the requirements gathering process.
- 17 Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- 18 Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- 19 If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- 20 Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- 21 Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- 22 Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.
- 23 The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- 24 All Services pricing assumes the Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access will result in a Change Order increasing the cost to the Client and the timeline of the project.
- 25 Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## LIMITED LIABILITY

If the Master Agreement is silent on each Parties’ limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

## INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi's technical team will be provided unattended remote access to Client's applicable servers during the duration of the project outlined in this SOW.

## DATA MIGRATION

- Migrations will be performed via direct hard-drive to hard-drive or server to server connection for optimal performance results. Migrations performed by any indirect transfer method are anticipated to take significantly longer (speed and duration variation cannot be estimated as part of a Level 1 scoping effort).
- Users will not add new records to the existing system once migrations commence.
- Users will not work with existing records in the existing system once migrations commence.
- Records to be migrated during the execution of differential migration(s), if included in this SOW, will be made available and immediately identifiable by Client's development team and project teams. It is assumed that an extraction query for the identified modify date will be available for use by MCCi's development team to execute migration efforts in the same manner as the original full data migration(s).
- Integrations designed to display records (including public records) may not be functional or fully available during the process of the full data migration effort, as records will exist in only one of two systems at full capacity until all migration efforts are completed and validated.
- Data migrations will not include any custom software development.
- Security design and implementation is subject to full data accessibility between the Laserfiche system and desired active directory (AD) groups and administration, as well as other network infrastructure limitations and capabilities.
- Client will provide necessary hardware to store/process migration data.
- If indexing is desired and not currently contained within the electronic data migrated, Client is required to provide MCCi with a database (in a format accepted by MCCi and approved in this scope) of indexing information which would be used to auto populate template fields. Additionally, the index data must be associated with the documents via unique identifiers or pointers.
- Due to the vast differences in how document management systems handle security and file access, the migrated data will not retain any of the previous system security from the former document management system. Client is responsible for applying the necessary security and access control to the migrated data in Laserfiche. Prior to providing end user access, Client is responsible to verify that all migrated data has had the proper security applied, including view/write access and redactions (if utilized), which is consistent with Client's existing Laserfiche security policy.
- After completion of the project, MCCi will purge all data and records received and hosted associated with migration services outlined in this SOW.

*[remainder of page left intentionally blank]*



## **ROLES & RESPONSIBILITIES**

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### **PROJECT MANAGER**

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

### **SYSTEM ENGINEER**

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

### **DEVELOPER**

Responsible for the design, development, coding, testing, and debugging of applications.

*[remainder of page left intentionally blank]*

# BILLING SCHEDULE

## FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Achievement of the Milestone(s) Below	Invoice Amount
<b>Kick Off</b>	\$3,251.25
<b>Progress Bill 1</b>	\$8,128.13
<b>Progress Bill 2</b>	\$8,128.13
<b>Progress Bill 3</b>	\$8,128.13
<b>Project Close - Final Acceptance</b>	\$4,876.86
<b>Total:</b>	<b>\$32,512.50</b>

MCCi will initiate monthly progress bills approximately 30 days after Kick Off. Any pending billing will be invoiced upon completion of the SOW.

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted milestone(s) for services actually performed through the effective date of such termination.

# PROCESS & ESCALATION

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## CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same. It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

## ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	<a href="mailto:victor@mccinnovations.com">victor@mccinnovations.com</a>

# Agenda Item 13



## Fire Department

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

From: William Hellard  
Re: Purchase of a Training Structure for the Fire Department  
Date: 3/1/2023

### **Recommendation**

The Farmington Fire Department is requesting up to \$350,000 of general reserve funds to be used for the building of a training facility on the City Public Works property on Broyles Street.

### **Background**

Currently, the Department conducts most of our training at the fire station. This does not allow for live fire training. The current system does not allow for adequate ladder training. The upper rooms have been used for search; however this causes damage to the building and introduces carcinogens to the sleeping quarters. We are not able to search realistic areas that we will face in real life situations.

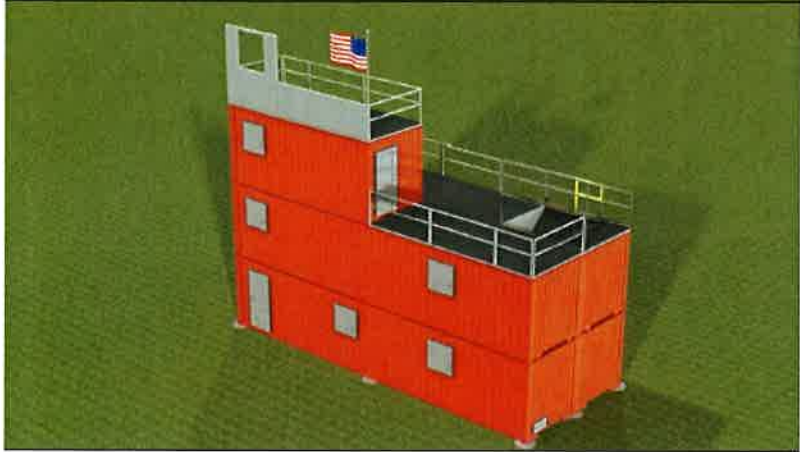
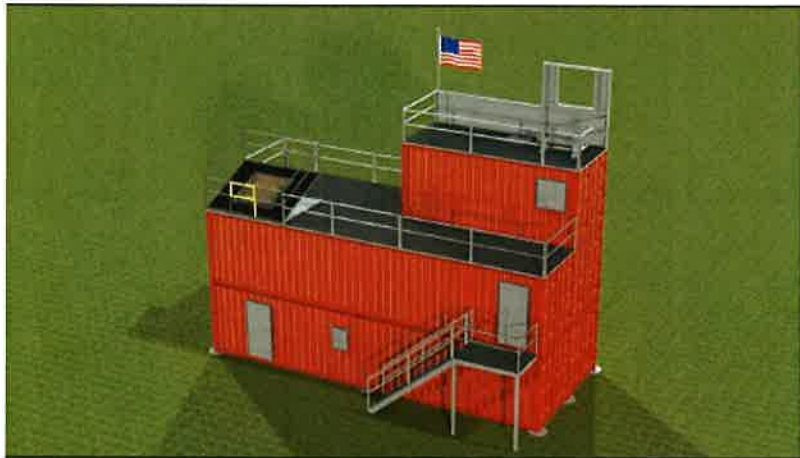
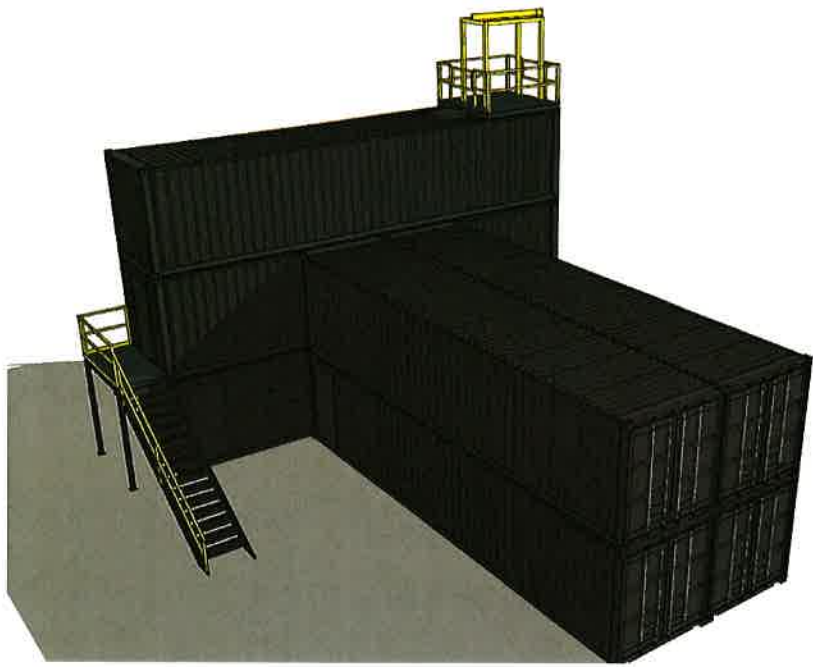
### **Discussion**

This tower will allow the department to train in a more realistic manner. This tower will consist of shipping container type structures and will be up to three stories in height per ISO requirements. This facility will be built by a reputable manufacturer. It will meet all OSHA, NFPA, and other safety requirements. This tower will provide for live fire training capabilities, search and rescue, ladder training, ventilation, and forcible entry opportunities. As our department grows, the need for a training facility increases. We have firefighters who need and want to train on a regular basis. This facility will also help improve the ISO insurance rating of the City. The structure requested will meet the requirements of ISO and give us additional points toward decreasing this rating.

### **Budget impact**

Up to \$350,000 from general reserve funds will be used for this project. The project will undergo a competitive bidding process.

William Hellard  
Fire Chief



# 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 2023  
City Council Meeting

- Anniversaries include: Bo Carnes (10), and Pete Oxford (11), James Cavin (3) have work anniversaries this month; thank them for their service.
- Legislative Audit has started our audit. It will be a two year audit 2021 & 2022.
- Planning Commission work session will be Monday, March 20, 2023 at 6:00 PM. The regular Planning Commission meeting will be March 27, 2023 at 6:00 PM.
- Planning Commission is working with Garver to come up with new design standards. They are also working with Earth Plan Design on a new landscape ordinance. Both of these will come to you in the form of ordinances in the New Year.
- Please take a look at the Farmington Chamber's new website: <https://www.farmingtonar.com/>. All the Chamber events will be listed there.
- We are waiting for ARDOT to get the agreements ready and sent over to us for signature on our trail grants. They hope to send the agreements for our project very soon. Once we have the agreement we can talk about next steps with our consultant.

***“Honesty is the cornerstone of all success,  
without which confidence and ability to perform shall cease to exist.”  
~Mary Kay Ash***




# WASHINGTON COUNTY DISTRICT COURT FARMINGTON DEPARTMENT MONTHLY DISTRIBUTION WORKSHEET FEBRUARY 2023

ADMIN OF JUSTICE FUND	Check 1	Dept. of Finance and Administration	Total for Check 1	\$ 2,088.92	Chk# 2235
	Check 2	General Fund	Total for Check 2	\$ 1,814.85	Chk# 2236
	Check 3	Washington County Treasurer (Act 1256)	Total for Check 3	\$ 1,532.75	Chk# 2237
<b>Total Checks Admin of Justice</b>					<b>\$5,436.52</b>

COURT COST & FINE	Check 4	<b>Administration of Justice Fund</b>				
		CCCR- Court Cost-Criminal	\$	1,273.77		
		CCDWI-Court Cost DWI	\$	860.00		
		CCTR- Court Cost-Traffic	\$	2,217.75		
		CCTRO- Court Cost-Traffic Ordinance	\$	885.00		
		CCFTPI - Court Cost Insurance	\$	200.00		
		<b>Total for Check 4</b>			<b>Chk# 3864</b>	<b>\$5,436.52</b>
	Check 5	<b>General Fund</b>				
		FINE- Fines Collected	\$	6,987.00		
		WF - Warrant Fee	\$	347.23		
		FTPRFL-FTPR+60 Days Fines-Local	\$	325.00		
	NLIFL-No Liability Ins. Fines-Local	\$	907.25			
	FTPIPFL- Failure to present Ins Proof 20% Local	\$	15.00			
	FTPRLOC-FTPR Fines Local	\$	30.00			
	<b>Total for Check 5</b>			<b>Chk# 3865</b>	<b>\$8,611.48</b>	
Check 6	<b>Court Automation Fund</b>					
	CFEE-Local Court Automation	\$	852.50			
	<b>Total for Check 6</b>			<b>Chk# 3866</b>	<b>\$852.50</b>	
Check 7	<b>Department of Finance &amp; Administration</b>					
	CFEES - State Court Automation Fee	\$	844.00			
	DCSAF - Drug Crime Special Assess Fee	\$	40.00			
	NIFS - New Installment Fee - State	\$	1,698.50			
	<b>Total for Check 7</b>			<b>Chk# 3867</b>	<b>\$2,582.50</b>	
Check 8	<b>Arkansas State Treasury</b>					
	FTPIPFS - Arkansas First Responder Fund 80%	\$	60.00			
	MVLF- Motor Vehicle Liability Fine	\$	68.00			
	<b>Total for Check 8</b>			<b>Chk# 3868</b>	<b>\$128.00</b>	
Check 9	<b>Washington County Treasurer</b>					
	CJF - County Jail Fee	\$	1,239.00			
	<b>Total for Check 9</b>			<b>Chk# 3869</b>	<b>\$1,239.00</b>	
Check 10	<b>RDP - Refund Due Payer</b>					
	Julian Mitchel Cameron/Joshua N. Reyer CR-23-149	\$	600.00			
	<b>Total for Check 10</b>			<b>Chk# 3870</b>	<b>\$600.00</b>	
Check 11	<b>RF - Restitution Fee</b>					
	Jeff Thomas/ Joshua Nathaniel Reyer CR-22-273	\$	50.00			
	<b>Total for Check 11</b>			<b>Chk# 3871</b>	<b>\$50.00</b>	

Monthly Total	\$19,500.00
Year to Date	\$39,840.00


3-1-2023  
 Ernie Penn, Mayor Date


3/1/2023
  
 Graham Nations, District Judge Date Kim Bentley, Chief Court Clerk Date

# Fire Department



## March. 2023 Monthly Report for the Mayor and City Council

All fire department personnel completed a two week inspector 1 course. This course will make our personnel more knowledgeable when performing inspections inside the City.

Four personnel performed the final inspection of the new fire truck in Wisconsin. The truck is on the way to Conway, where it will undergo the final outfitting for service.

### Farmington Fire Department

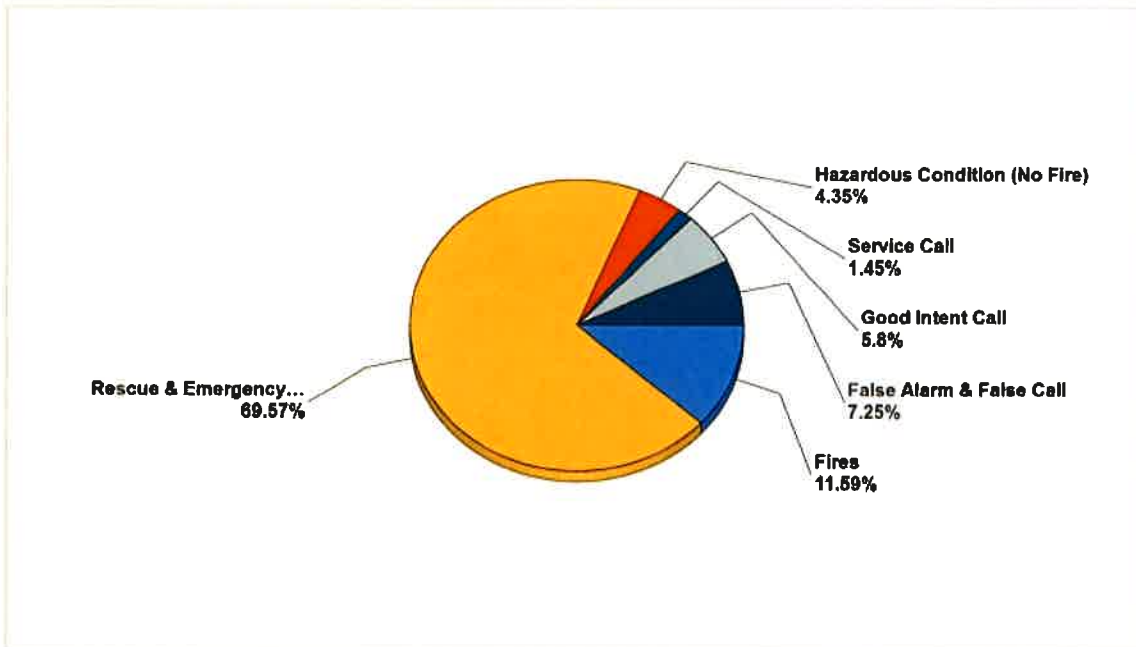
Farmington, AR

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#### Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2023 | End Date: 02/28/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	11.59%
Rescue & Emergency Medical Service	48	69.57%
Hazardous Condition (No Fire)	3	4.35%
Service Call	1	1.45%
Good Intent Call	4	5.8%
False Alarm & False Call	5	7.25%
<b>TOTAL</b>	<b>69</b>	<b>100%</b>

# Fire Department



## Farmington Fire Department

Farmington, AR

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### Code Hours Summary per Training Code For Date Range

Training Code(s): All Training Codes | Start Date: 02/01/2023 | End Date: 02/28/2023

Total Training Hours By Code		
Total Hours for Training Code: Apparatus Driving Simulator		9:00
Total Hours for Training Code: Building Constructions		13:00
Total Hours for Training Code: Carbon Monoxide Release		8:00
Total Hours for Training Code: Care of Apparatus and Equipment		117:00
Total Hours for Training Code: Emergency Response Guide Book		10:00
Total Hours for Training Code: EMS CEU'S		32:00
Total Hours for Training Code: Fire Ground Health and Safety		73:00
Total Hours for Training Code: Fire Inspections		11:00
Total Hours for Training Code: Fire Inspector I Certification Course		645:00
Total Hours for Training Code: Fire Inspector II Certification Course		45:00
Total Hours for Training Code: Fire Pumps		35:00
Total Hours for Training Code: Firefighting Tactics		3:00
Total Hours for Training Code: Firefighting Tools		5:00
Total Hours for Training Code: Hose Practices		13:00
Total Hours for Training Code: Hydraulic Principles		6:00
Total Hours for Training Code: Map and Territory Study		35:00
Total Hours for Training Code: Nozzels and Appliances		3:00
Total Hours for Training Code: Radio Communications		13:00
Total Hours for Training Code: Reports and Records		4:00
Total Hours for Training Code: Required Recrull Training		29:00
Total Hours for Training Code: SCBA		52:30
<b>Totals for all selected Training Codes 2/1/2023 - 2/28/2023</b>	<b>25 personnel</b>	<b>1161:30</b>

# Farmington Police Dept.

Offenses for Month 2/2022 and 2/2023

3/1/2023 6:16:58 AM

	<u>2022</u>	<u>2023</u>
ACV (DWI (UNLAWFUL ACT))	0	1
AGGRAVATED ASSAULT ON A FAMILY OR HOUSEHOLD MEMBER	1	0
Breaking or Entering/Vehicle	1	0
BURGLARY, RESIDENTIAL	1	0
CONTEMPT	13	13
CONTRIBUTING TO THE DELINQUENCY OF A JUVENILE	0	1
Contributing to the delinquency of a Minor/aids, causes or encourages	0	3
CRIMINAL MISCHIEF - 1ST DEGREE PROPERTY OF ANOTHER VALUE \$500 OR LESS	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS	0	1
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / VEHICLE	1	0
CRIMINAL USE OF PROHIBITED WEAPON/BRASS KNUCKLES	1	0
DISORDERLY CONDUCT / UNREASONABLE OR EXCESSIVE BEHAVIOR	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY	1	2
Drivers License Required	0	1
DRIVING ON SUSPENDED LICENSE	0	1
DWI (UNLAWFUL ACT)	1	3
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION	0	1
ENDANGER WELFARE OF MINOR- 2ND DEGREE- KNOWINGLY RISKS SERIOUS PHYSICAL/MENTAL HARM	0	3
Excess Speed	0	1
Expired Tags	0	1

	<u>2022</u>	<u>2023</u>
FAILURE TO APPEAR	0	1
FLEEING	14	18
FURNISHING A DEADLY WEAPON TO A MINOR	0	1
HANDGUNS - POSSESSION BY MINOR OR POSSESSION ON SCHOOL PROPERTY	0	1
HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM	0	1
Improper Lane Change/Use	1	0
Leaving Scene of Accident/Property Damage	3	2
LOITERING	1	0
No Proof Insurance	0	3
No Seat Belt	0	1
POSSESSING INSTRUMENTS OF CRIME	0	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA	1	2
Possession of Drug Paraphernalia	0	1
POSSESSION OF DRUG PARAPHERNALIA	4	1
POSSESSION OF METH OR COCAINE LT 2GM	0	1
POSSESSION OF METH OR COCAINE PURPOSE TO DELIVER LT 2GM	0	1
POSSESSION OF SCH I OR II NOT METH OR COCAINE PURPOSE TO DELIVER	0	1
POSSESSION OF SCH VI WITH PURPOSE TO DELIVERY	1	1
PUBLIC INTOXICATION / DRINKING IN PUBLIC	5	0
PUBLIC SEXUAL INDECENCY	1	0
PURCHASE, POSSESSION OF INTOXICATING LIQUOR BY MINOR	0	1
RECKLESS DRIVING	0	1
RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL	0	1

	<u>2022</u>	<u>2023</u>
RUNAWAY	0	2
SEXUAL ASSAULT - 2ND DEGREE	0	1
STALKING	1	1
TAMPERING WITH PHYSTICAL EVIDENCE	1	0
TERRORISTIC THREATENING	0	1
THEFT BY RECEIVING	1	1
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
TRAFFICKING A CONTROLLED SUBSTANCE	0	1
UNATTENDED DEATH/NATURAL CAUSES	1	0
VIOLATION OF CONTACT ORDER	2	2
VIOLATION OF IMPLIED CONSENT	1	0
VIOLATION OF OPEN CONTAINER	0	1
<b>Totals:</b>	<b>0</b>	<b>1</b>
	<hr/> <b>61</b>	<hr/> <b>84</b>

<b>FEBRUARY</b>	<b>Citation</b>	<b>Warning</b>	<b>Warrant</b>	<b>Total</b>
Bertorello - James	0	8	5	13
Bocchino - Justin	5	11	0	16
Brotherton - James	0	0	3	3
Burnett - Nicholas	1	4	0	5
Cavin - James	0	1	0	1
Collins - John	1	16	0	17
Howerton - Joshua	1	0	0	1
James - Jacob	26	3	0	29
Long - Dustin	16	5	1	22
Mahone - Taron	0	29	0	29
Standefer - Steven	3	1	0	4
Talley - Taylor	1	9	0	10
Virgin - Billie	0	0	1	1
<b><u>Totals</u></b>	<b><u>54</u></b>	<b><u>85</u></b>	<b><u>10</u></b>	<b><u>151</u></b>

# Permit Report

2/1/2023 - 2/28/2023

Permit #	Permit Date	Site Address	Permit Type	Type of Work	Description of Work	Contractor	Material & Labor	Total Fees
6979	2/28/2023	102 Old Depot Rd #30	Electric	Repair	Damaged panel. Replacing existing panel	Hill Electric	500	\$20.00
6978	2/28/2023	169 W Main	Mechanical	Addition	Adding walk in cooler on existing sidewalk	Foodservice Equipment Repair	3,000	\$40.00
6977	2/28/2023	290 Coventry	Electric	New	Electric for new house	Fast Electric	5,000	\$35.00
6976	2/28/2023	698 Double Springs	Plumbing/Gas	Addition	Plumbing for remodel	DBJ Construction	4,000	\$30.00
6975	2/28/2023	296 Coventry	Electric	New	Electric for new house	Fast Electric	5,000	\$35.00
6974	2/28/2023	299 Nightfall	Building	New	New House	Riverwood	315,000	\$1,105.00
6973	2/28/2023	272 Coventry	Building	New	New House	Riverwood	298,000	\$1,054.00
6972	2/28/2023	302 Coventry	Building	New	New House	Riverwood	281,000	\$1,003.00
6971	2/28/2023	273 Coventry	Building	New	New House	Riverwood	335,000	\$1,165.00
6970	2/28/2023	305 Nightfall	Building	New	New House	Riverwood	298,000	\$1,054.00
6969	2/27/2023	281 Nightfall	Mechanical	New	Hvac for new house	Armor Heating and Air	6,900	\$45.00
6968	2/27/2023	281 Nightfall	Electric	New	Electric for new house	Fast Electric	5,000	\$35.00
6967	2/27/2023	274 Pennsylvania	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6966	2/27/2023	262 Pennsylvania	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6965	2/27/2023	263 Pennsylvania	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00



6964	2/27/2023	252 Idaho	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6963	2/27/2023	253 Idaho	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6962	2/27/2023	223 Idaho	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6961	2/27/2023	258 New York	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6960	2/27/2023	240 New York	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6959	2/27/2023	257 Pennsylvania	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6958	2/27/2023	523 Grace	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6957	2/27/2023	246 New York	Plumbing/Gas	New	Plumbing for new house	Brads Plumbing	7,200	\$50.00
6956	2/24/2023	10925 Hwy 170	Building	Addition	Adding to existing house	Steve Combs	30,000	\$160.00
6955	2/24/2023	10925 Hwy 170	Building	Addition	Adding to existing house	Steve Combs	30,000	\$160.00
6954	2/24/2023	10925 Hwy 170	Building	Addition	Adding to existing house	Steve Combs	30,000	\$160.00
6953	2/24/2023	264 Ecology	Electric	New	Electric for 4 plex	Utopia remodel	20,000	\$110.00
6952	2/24/2023	858 Gibson Hill	Electric	New	Electric for new house	Utopia remodel	20,000	\$110.00
6951	2/24/2023	278 Ecology	Electric	New	Electric for 3 plex	Utopia remodel	15,000	\$85.00
6950	2/24/2023	858 Gibson Hill	Mechanical	New	HVAC for new house	Phips Heating and Air	15,000	\$85.00
6949	2/24/2023	278 Ecology	Mechanical	New	HVAC for 3 plex	Phips Heating and Air	27,000	\$145.00
6948	2/24/2023	264 Ecology	Mechanical	New	HVAC for 4 plex	Phips Heating and Air	35,000	\$185.00

6947	2/24/2023	293 Nightfall	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6946	2/24/2023	311 Nightfall	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6945	2/24/2023	322 Divine Court	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6944	2/24/2023	698 Double Springs	Building	Addition	Close covered porch	Dustin Pennington	50,000	\$260.00
6943	2/24/2023	323 Divine	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	9,750	\$60.00
6942	2/24/2023	268 Nightfall	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6941	2/24/2023	299 Divine	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,050	\$55.00
6940	2/24/2023	286 Nightfall	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,050	\$55.00
6939	2/24/2023	308 Coventry	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6938	2/24/2023	284 Coventry	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6937	2/24/2023	63 Wolfdale	Electric	Repair	Upgrade service to overhead	Mike Taylor Electric	500	\$20.00
6936	2/23/2023	53 St John	Plumbing/Gas	Repair	Replace water line	Masters of Disaster	2,500	\$25.00
6934	2/16/2023	858 Gibson Hill Rd	Pool	New	New Pool	Lorenzo Brenan's Pools	60,000	\$300.00
6933	2/16/2023	279 Coventry	Electric	New	Electric for new house	Fast Electric	5,000	\$35.00
6932	2/16/2023	249 Kelsey Lane	Mechanical	Addition	Turning garage into bedroom		500	\$20.00
6931	2/16/2023	249 Kelsey Lane	Electric	Addition	Turning garage into bedroom		500	\$20.00

6930	2/16/2023	249 Kelsey Lane	Building	Addition	Turning garage into bedroom		1,500	\$20.00
6929	2/16/2023	11684 East Creek Ln	Pool	New	New Pool	Burton Pools and Spa	32,000	\$170.00
6928	2/16/2023	143 Sheep Dog	Mechanical	New	HVAC for new house	Poole's Refrigeration	11,000	\$65.00
6927	2/16/2023	175 W Main	Electric	Remodel	Electric for remodel	Hill Electric	20,000	\$110.00
6926	2/16/2023	277 E Main Building G	Electric	New	Electric for storage building	Mike Shamlin Electric	51,000	\$264.00
6925	2/16/2023	277 E Main Building D	Electric	New	Electric for storage building	Mike Shamlin Electric	51,000	\$264.00
6924	2/16/2023	277 E Main Building C	Electric	New	Electric for storage building	Mike Shamlin Electric	51,000	\$264.00
6923	2/15/2023	9 Cherry	Sign	New	New wall sign	Sign Planet	1,200	\$37.00
6922	2/14/2023	239 Pennsylvania	Electric	New	Electric for new house	Shock Squad	7,500	\$50.00
6921	2/14/2023	233 Pennsylvania	Electric	New	Electric for new house	Shock Squad	5,500	\$40.00
6920	2/14/2023	227 Pennsylvania	Electric	New	Electric for new house	Shock Squad	5,500	\$40.00
6919	2/14/2023	221 Pennsylvania	Electric	New	Electric for new house	Shock Squad	5,500	\$40.00
6918	2/13/2023	269 Nightfall	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6917	2/13/2023	278 Coventry	Plumbing/Gas	New	Plumbing for new house	Jerry's Plumbing	8,750	\$55.00
6916	2/13/2023	175 W Main	Mechanical	Remodel	3 mini-splits for commercial building	Joe Watkins	2,400	

6915	2/13/2023	311 Nightfall	Mechanical	New	HVAC for new house	Armor Heating and Air	6,800	\$45.00
6914	2/13/2023	278 Coventry	Mechanical	New	HVAC for new house	Armor Heating and Air	7,200	\$50.00
6913	2/13/2023	290 Coventry	Mechanical	New	HVAC for new house	Armor Heating and Air	7,200	\$50.00
6912	2/13/2023	293 Nightfall	Mechanical	New	HVAC for new house	Armor Heating and Air	6,800	\$45.00
6911	2/13/2023	299 Divine	Mechanical	New	HVAC for new house	Armor Heating and Air	6,700	\$45.00
6910	2/13/2023	308 Coventry	Mechanical	New	HVAC for new house	Armor Heating and Air	7,200	\$50.00
6909	2/13/2023	269 Nightfall	Mechanical	New	HVAC for new house	Armor Heating and Air	7,125	\$50.00
6908	2/13/2023	287 Nightfall	Mechanical	New	HVAC for new house	Armor Heating and Air	7,100	\$50.00
6907	2/13/2023	275 Nightfall	Mechanical	New	HVAC for new house	Armor Heating and Air	6,700	\$45.00
6906	2/13/2023	316 Tyler	Mechanical	New	HVAC for new house	Armor Heating and Air	8,100	\$55.00
6905	2/13/2023	279 Coventry	Mechanical	New	HVAC for new house	Armor Heating and Air	7,700	\$50.00
6904	2/13/2023	311 Divine Court	Mechanical	New	HVAC for new house	Armor Heating & Air	8,100	\$55.00
6903	2/10/2023	10895 Blue Sky	Electric	New	Electric for pool	Dynamis Electric	1,000	\$20.00

6902	2/10/2023	246 Idaho	Electric	New	Electric for new house	Shock Squad	5,500	\$40.00
6900	2/10/2023	155 Sheep Dog	Mechanical	New	HVAC for new house	Pooles Refrigeration	11,000	\$65.00
6899	2/10/2023	167 Sheep Dog	Mechanical	New	HVAC for new house	Pooles Refrigeration	11,000	\$65.00
6898	2/10/2023	179 Sheep Dog	Mechanical	New	Plumbing for new house	Pooles Refrigeration	11,000	\$65.00
6897	2/10/2023	655 Drain Rd	Building	New	New House	Home Owner	1,130,000	\$2,860.00
6896	2/10/2023	218 Christy	Electric	New	Electric for garage	Home Owner	1,000	\$20.00
6895	2/10/2023	193 Cedarbrook	Mechanical	Repair	HVAC Change out	Prestige Heating	12,000	\$70.00
6894	2/10/2023	235 Idaho	Electric	New	Electric for new house	Shock Squad	5,900	\$40.00
6893	2/10/2023	34 Rainsong	Plumbing/Gas	Repair	replacing water line	Master of Disaster	2,000	\$20.00
6892	2/10/2023	32 Rainsong	Plumbing/Gas	Repair	replacing water line	Master of Disaster	2,000	\$20.00
6891	2/10/2023	88 Kimberly	Electric	New	Service upgrade	Burl Smith Electric	10,000	\$60.00
6890	2/3/2023	275 Nightfall	Electric	New	Electric for new house	C & R Electric	5,486	\$40.00
6889	2/3/2023	287 Nightfall	Electric	New	Electric for new house	C & R Electric	5,486	\$40.00
6888	2/3/2023	814 Gibson Hill	Mechanical	New	HVAC for new house	Armor Heating and Air	49,000	\$255.00
6887	2/2/2023	322 Divine Court	Building	New	New House	Riverwood Homes	349,000	\$1,207.00
6886	2/2/2023	49 Old Depot	Building	New	New House	Mathew Gert	307,000	\$1,081.00
6885	2/2/2023	426 Otoe	Electric	New	Roof mounted Solar Panels	Lumio HX	15,000	\$85.00
								<b>\$16,668.00</b>

Total Records: 93

2/28/2023

Library

Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
<b>2023</b>												
Total Check Outs	4,478	4,411										
YTD Check Outs	4,478	8,889										
Total Check In	2,091	2,480										
YTD Check In	2,091	4,571										
Holds Satisfied	454	429										
YTD Hold Satisfied	454	883										
PAC Logins	481	391										
YTD PAC Logins	481	872										
New Cardholders	34	37										
YTD New Cardholders	34	71										
eMedia Circulation	411	355										
YTD eMedia Circulation	411	766										

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
<b>2022</b>												
Total Check Outs	3,646	3,655	3,512	3,601	3,734	5,537	4,865	4,823	4,228	4,289	4,156	4,053
YTD Check Outs	3,646	7,301	10,813	14,414	18,148	23,685	28,550	33,373	37,601	41,890	46,046	50,099
Total Check In	1,925	2,056	2,073	2,083	2,077	2,893	3,112	2,754	2,388	2,186	2,324	2,163
YTD Check In	1,925	3,981	6,054	8,137	10,214	13,107	16,219	18,973	21,361	23,547	25,871	28,034
Holds Satisfied	484	351	461	366	440	484	509	486	447	415	419	386
YTD Hold Satisfied	484	835	1,296	1,662	2,102	2,586	3,095	3,581	4,028	4,443	4,862	5,248
PAC Logins	513	468	479	496	459	514	587	534	471	443	395	408
YTD PAC Logins	513	981	1,460	1,956	2,415	2,929	3,516	4,050	4,521	4,964	5,359	5,767
New Cardholders	33	20	25	25	38	62	45	62	61	40	47	29
YTD New Cardholders	33	53	78	103	141	203	248	310	371	411	458	487
eMedia Circulation	268	378	399	305	267	247	258	309	288	318	272	286
YTD eMedia Circulation	268	646	1,045	1,350	1,617	1,864	2,122	2,431	2,719	3,037	3,309	3,595

Library

Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>2023</b>												
Early Literacy Station Users	130	157										
YTD Early Literacy Station Users	130	287										
Users	146	148										
YTD Users	146	294										
<b>2022</b>												
Early Literacy Station Users	0	0	133	147	161	287	161	202	143	152	150	138
YTD Early Literacy Station Users	0	0	133	280	441	728	889	1,091	1,234	1,386	1,536	1,674
Users	104	86	134	135	118	112	129	135	157	169	110	135
YTD Users	104	190	324	459	577	689	818	953	1,110	1,279	1,389	1,524



Library

Programs and Meetings

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2023												
Book Club Adult												
Book Club Teen	3	14										
Book Club Tween												
Community Story Time		26										
Kid's Corner		23										
Meeting Room Use	15	48										
Movie Showing		45										
Outreach												
Study Room Use	38											
Technology Instruction Session												
Teen Writer's Guild	3	12										
Tween Time		21										
Total Monthly Program Attendance	6	165		4								
Number of General Interest Programs		9		6								
Number of Juvenile Programs	2	2		2								
Number of Young Adult Programs	1	2		1								
Number of Adult Programs	1	1		1								
Number of Non-library Meeting Room Events	1	1		1								

Library

Daily Visitors

2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visits	1,441	1,670										
YTD Visits	1,441	3,111										

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visits	1,730	1,092	1,460	1,924	1,417	2,514	1,718	1,550	1,618	1,713	2,508	1,590
YTD Visits	1,730	2,822	4,282	6,206	7,623	10,137	11,855	13,405	15,023	16,736	19,244	20,834



# Proclamation

## *Farmington Lady Cardinal Basketball Day*

*WHEREAS*, the Farmington High School Girls Basketball Team has worked hard throughout the year and exhibited extraordinary talent and team work, and

*WHEREAS*, on March 9<sup>th</sup>, 2023, the Lady Cardinals will play for the 4A State Basketball Championship, and

*WHEREAS*, the City of Farmington would like to recognize their contribution to their community and school spirit for this outstanding achievement, and

*NOW, THEREFORE*, I Ernie Penn, Mayor of Farmington, do hereby proclaim the March 9<sup>th</sup>, 2023, as Farmington Lady Cardinal Basketball Day.

### *“Farmington Lady Cardinal Basketball Day”*

And encourage all our citizens, community agencies, religious organizations, businesses, and others to recognize these young women’s accomplishments and encourage others to follow in their footsteps by striving for excellence in leadership, diligence and perseverance.

IN WITNESS WHEREOF: I have hereunto set my hand, and caused the Seal of the City of Farmington, Arkansas, to be affixed on this 9<sup>th</sup> day of March, 2023.

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Ernie Penn, Farmington Mayor

**Planning Commission Minutes**  
**February 27, 2023 at 6 PM**

**1. ROLL CALL** – Meeting which was available in person was called to order by Chair Robert Mann. A quorum was present.

**PRESENT**

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

**ABSENT**

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

**2. Approval of Minutes:** The January 23, 2023 minutes were approved with the correction of that the Preliminary Plat was approved instead of tabled.

**3. Comments from Citizens:**

Phyllis Young- 546 Goose Creek: She asked the Commission to reverse their decision to approve the Phase 5 of Goose Creek Subdivision. Who decides the detention plans, etc.? Can we not make them finish 30 percent of the current phases prior to any more phases being approved? She quoted that there is not to be more water than what already existed and she feels that it is way more.

**Public Hearings:**

**4A. Rezoning from R-1 to PUD for property located off S. Grace Lane owned by Riverwood Homes LLC as presented by Crafton Tull:**

Ali Carr with Crafton Tull was present to discuss the request. The purpose of this is to correct the legal description for phases 1-3 and to present phases 4-6. This is not changing anything to what was approved for phases 1-3. Phases 4-6 they are asking for reduced setbacks to 115 feet instead of 120 feet. The detention pond in phase 3 was over sized and they are re-engineering it. We are only hearing the rezoning tonight and not handling the development yet. Phase 3 was never sent to City Council for rezoning. Chris Brackett has not reviewed the detention pond engineering yet. Norm asked if the setbacks were set at 115 or 120. They are not changing the phases 1-3 which are set for 120 feet. Phases 4-6 will be changed to 115 feet. There was an error in the drainage report which caused the detention pond to be oversized. The drainage will no longer be run through an open ditch and now will be ran through concrete drainage under the street.

**Public comment:**

Will the lots that back up to Twin Falls have the bigger houses and lots?

They are proposing 10 foot setbacks on the sides rather than 5 feet. This will give them larger side yards. Will this increase the number of lots? This will not create more lots for phases 1-3. Phases 4-6 there is a total of 202 lots proposed. The houses and lots will be larger than the interior houses and lots. There will be walking access with no parking on the stub out for phase 3. They will run this to the

property line and then the City will connect it to the ball park. There needs to be landscaping as per landscaping ordinance around the detention pond. They will restore the current and the future will be put into place. The cemetery is to have a rod iron fence around it and it currently has a plastic white fence and barbed wire around it. This is to be changed immediately.

Having no further discussion, Robert Mann called the question to approve the rezone for property located off S. Grace Lane. Upon roll call, the motion passed unanimously.

**4B. Large Scale Development for Farmington Vet Clinic located at 30 W. Main St. owned by Farmington Clinic Properties, LLC as presented by Engineering Services, Inc.:**

Brandon Rush with ESI was present to discuss the request. The new clinic will be 4300 sq. ft. and will be constructed behind the old building. Chris Brackett read his memo as follows:

“The Large Scale Development for the Thrive Pet Healthcare has been reviewed and it is my opinion that the Planning Commission’s approval should be conditional on the following comments.

1. The addition shown on these plans will have to be resubmitted to the Planning Commission for approval due to the necessary fire improvements needed for the addition.
2. The fire flow, fire hydrant and fire lane locations must be reviewed and approved by the Farmington Fire Department prior to construction plan approval.
3. 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.
4. 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.
5. A sign permit will be required for the construction of any signage for this project.
6. 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.
7. After a final review set of plans and drainage report have been approved by KMS, the applicant shall submit to the City two (2) sets of the full size plans and two (2) 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.”

He added another item to the memo which would be number 8. The variances will have to be approved next month. This will be for street improvements and connectivity. There is currently a dirt path on the back side of the property with no public access. This variance will allow access for the trash truck to go to the back side of the property to service the dumpster. There is a 4 foot grade variance and there will be no exit off the back of the property. They will be making a new parking lot where the old building is once the new is complete. They will tear down the old building and then construct the parking lot at that time. This will accommodate for employee and customer parking both. They will no longer have to use the field next to the building. There will be deterrents set up in the rear so public doesn’t access it as well as for the parking.

**Public comment:**

JC Spencer- 48 White St.: Can we get a no outlet sign put up on White Street? Can they also leave the trees and shrubs for privacy to the houses back behind the clinic?

Samantha - 32 White St.: She has the same concerns as Mr. Spencer. She also expressed concern over her 30 foot piece of property that she had gotten. That piece of property was right-of-way that was vacated by the City.

Melissa Spencer- 48 White St.: How will they access for the dumpster?

Melissa and Jay stated the City can put up signs immediately. The right-of-way was vacated at 32 White Street and the owner will maintain ownership. There will be no back access other than for the trash truck. This will be landscaped and will have a corral around it for smell and other issues. They have 8 trees planned as per the landscaping ordinance. They also added the condition that the sidewalk needs to be brought up to City standards at the Hwy 62 frontage. The motion was made by Chad to add this as a condition of approval. Norm seconded the motion. The motion passed unanimously. There will not be any notification for next months meeting.

Having no further discussion, Robert Mann called the question to approve the Large Scale Development for Farmington Vet Clinic subject to Chris Brackett's memo, the additional item #8 and improvements to the sidewalk to bring it up to City standards. Upon roll call, the motion passed unanimous.

**Adjournment:** Having no further business, the in-person Planning Commission meeting was adjourned at 6:35 PM.

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Gerry Harris- Vice Chair

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Robert Mann, Chair

# OZARK REGIONAL TRANSIT

## Operating Statistics

### February 2023

	February 2023				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
<b>FIXED ROUTE</b>								
Passenger Boardings	11,630	8,411	3,219	38.3%	23,701	20,969	2,732	13.0%
Passengers per Hour	7.5	6.5	1.0	14.9%	15.9	12.6	3.2	25.6%
Passengers per Day	646	526	120	22.9%	1,317	1,124	193	17.2%
ADA Complementary Paratransit	630	519	111	21.4%	1,321	1,306	15	1.1%
Bike Passengers	236	187	49	26.2%	472	395	77	19.5%
Revenue Hours	1,560	1,296	264	20.3%	2,993	3,336	-343	-10.3%
Service Hours	1,640	1,376	264	19.2%	3,145	3,538	-393	-11.1%
Revenue Miles	27,689	19,581	8,108	41.4%	52,347	48,635	3,712	7.6%
Service Miles	29,935	21,484	8,451	39.3%	56,519	53,404	3,115	5.8%
<b>ON DEMAND</b>								
Passenger Boardings (Weekdays)	4,346	509	3,837	753.8%	8,318	1,134	7,184	633.5%
Passenger Boardings (Saturdays)	464	25	439	1756.0%	810	51	759	1488.2%
Total Passengers	4,810	534	4,276	800.7%	9,128	1,185	7,943	670.3%
Passengers per Hour (Weekdays)	3.3	1.2	2.1	172.6%	6.9	2.6	4.3	163.3%
Passengers per Hour (Saturdays)	3.9	0.5	3.3	642.4%	7.7	1.4	6.3	455.8%
Passengers per Day (Weekdays)	241	32	210	659.0%	462	62	401	650.5%
Passengers per Day (Saturdays)	116	8	108	1292.0%	231	15	217	1459.6%
Bike Passengers	30	0	30	100.0%	86	0	86	100.0%
Revenue Hours	1,569	487	1,083	222.5%	2,858	978	1,880	192.2%
Service Hours	1,725	534	1,191	223.2%	3,139	1,069	2,070	193.6%
Revenue Miles	22,943	4,854	18,089	372.7%	41,934	9,610	32,325	336.4%
Service Miles	26,631	6,138	20,493	333.9%	48,562	12,214	36,348	297.6%
<b>PARATRANSIT</b>								
Passenger Boardings	922	723	199	27.5%	1,903	1,788	115	6.4%
Passengers per Hour	1.6	1.4	0.2	11.2%	3.4	2.8	0.6	20.5%
Passengers per Day	51	45	6	13.4%	106	96	10	10.2%
Revenue Hours	586	512	75	14.6%	1,119	1,262	-143	-11.3%
Service Hours	735	666	69	10.3%	1,511	1,592	-81	-5.1%
Revenue Miles	7,926	5,954	1,972	33.1%	15,446	14,678	768	5.2%
Service Miles	9,322	7,388	1,934	26.2%	18,291	18,182	109	0.6%
<b>TOTAL</b>								
Passenger Boardings (Weekdays)	16,898	9,643	7,255	75.2%	33,922	23,891	10,031	42.0%
Passenger Boardings (Saturdays)	464	25	439	1756.0%	810	51	759	1488.2%
Total Passengers	17,362	9,668	7,694	79.6%	34,732	23,942	10,790	45.1%
Charter/Shuttle Passengers	278	0	278	100.0%	616	9,369	-8,753	-93.4%
Grand Total	17,640	9,668	7,972	82.5%	35,348	33,311	2,037	6.1%

	February 2023				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	18	16	2	12.5%	36	37	-1	-2.7%
Saturdays	4	3	1	33.3%	7	7	0	0.0%
Revenue Vehicles	33	30	3	10.0%				
Non-Revenue Vehicles	6	6	0	0.0%				
Total Vehicles	39	36	3	8.3%				
Total Miles (All Vehicles)	73,584	41,334	32,250	78.0%	136,560	99,157	37,403	37.7%
Diesel Fuel Consumed	3,375	2,774	601	21.7%	6,598	7,172	-575	-8.0%
Gas Consumed	4,410	2,054	2,356	114.7%	7,993	4,821	3,172	65.8%
Miles Per Gallon	9.5	8.6	0.9	10.4%	18.7	16.6	2.1	12.5%
Road calls	2	0	2	100.0%	3	2	1	50.0%
Accidents	2	0	2	100.0%	4	1	3	300.0%
Operations (Full Time Equivalent)	40	40	0	0.0%				
Maintenance	10	10	0	0.0%				
Administration	9	10	-1	-10.0%				
Total	59	60	-1	-1.7%				

# Route Summary

February 2023

## Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
10	18	154.7	2,784	13.0	234.0	161.0	2,897.8	13.5	243.0	171.4	3,085.0
20	18	186.7	3,360	13.5	243.0	188.2	3,388.4	14.5	261.0	208.4	3,752.0
61	18	127.7	2,299	13.0	234.0	209.5	3,770.8	13.5	243.0	219.9	3,958.0
62	18	116.3	2,093	13.6	244.5	165.6	2,981.0	14.1	253.5	171.6	3,089.0
63	15	13.9	209	8.0	120.0	146.3	2,195.0	8.0	120.0	146.3	2,195.0
490-1	17	28.2	479	13.8	235.2	365.5	6,214.0	14.8	252.2	405.5	6,894.0
490-2	18	22.6	406	13.8	249.0	346.8	6,242.0	14.8	267.0	386.8	6,962.0
<b>Total</b>		<b>650.0</b>	<b>11,630</b>	<b>88.8</b>	<b>1,559.7</b>	<b>1,583.0</b>	<b>27,689.0</b>	<b>93.3</b>	<b>1,639.7</b>	<b>1,710.0</b>	<b>29,935.0</b>

## On Demand (Weekday)

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
F1	18	26.8	483	12.5	225.0	135.0	2,429.8	13.0	234.0	145.4	2,617.0
F2	12	20.7	248	12.5	150.0	116.9	1,403.0	13.2	158.0	134.9	1,619.0
R1	18	40.9	737	12.3	221.0	203.4	3,662.0	13.3	239.0	228.4	4,112.0
R2	18	38.4	692	11.8	213.0	188.9	3,401.0	12.8	231.0	213.9	3,851.0
R3	12	22.9	275	6.0	72.0	108.3	1,300.0	7.0	84.0	133.3	1,600.0
B1	18	40.1	722	12.7	229.0	178.4	3,210.8	14.1	253.0	208.8	3,758.0
B2	18	39.6	712	11.8	213.0	196.1	3,529.8	13.2	237.0	226.5	4,077.0
B3	18	26.5	477	7.0	126.0	113.2	2,037.8	8.3	150.0	143.6	2,585.0
<b>Total</b>		<b>256.0</b>	<b>4,346</b>	<b>86.7</b>	<b>1,449.0</b>	<b>1,240.3</b>	<b>20,974.2</b>	<b>94.8</b>	<b>1,586.0</b>	<b>1,434.9</b>	<b>24,219.0</b>

## On Demand (Saturday)

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
F1	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
F2	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
R1	4	16.8	67	6.0	24.0	85.5	342.0	7.0	28.0	110.5	442.0
R2	4	9.3	37	4.0	16.0	55.0	220.0	5.0	20.0	80.0	320.0
R3	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
B1	4	50.3	201	12.0	48.0	219.6	878.4	13.3	53.3	250.0	1,000.0
B2	4	39.8	159	8.0	32.0	132.1	528.4	9.3	37.3	162.5	650.0
B3	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total</b>		<b>116.0</b>	<b>464</b>	<b>30.0</b>	<b>120.0</b>	<b>492.2</b>	<b>1,968.8</b>	<b>34.7</b>	<b>138.7</b>	<b>603.0</b>	<b>2,412.0</b>

## Paratransit Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR - CC	16	10.4	166	5.4	86.3	43.0	687.8	7.5	120.0	45.8	733.0
PT1	18	10.6	191	6.9	124.4	101.0	1,817.7	8.3	149.5	108.1	1,946.0
PT2	18	9.2	166	6.7	120.2	91.5	1,646.4	7.6	137.7	106.8	1,923.0
PT3	18	9.8	176	6.3	113.4	98.9	1,780.4	7.6	136.1	111.0	1,998.0
PT4	18	8.6	154	5.6	101.2	78.7	1,416.9	7.3	130.8	94.8	1,707.0
PT5	14	4.9	69	2.9	41.0	41.2	576.6	4.4	60.9	72.5	1,015.0
PT6	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PT7	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total</b>		<b>53.5</b>	<b>922</b>	<b>33.8</b>	<b>586.4</b>	<b>454.3</b>	<b>7,925.8</b>	<b>42.6</b>	<b>734.9</b>	<b>539.1</b>	<b>9,322.0</b>

## Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Fixed Route	650.0	11,630.0	88.8	1,559.7	1,583.0	27,689.0	93.3	1,639.7	1,710.0	29,935.0
On Demand (Week)	256.0	4,346.0	86.7	1,449.0	1,240.3	20,974.2	94.8	1,586.0	1,434.9	24,219.0
On Demand (Sat)	116.0	464.0	30.0	120.0	492.2	1,968.8	34.7	138.7	603.0	2,412.0
Paratransit	53.5	922.0	33.8	586.4	454.3	7,925.8	42.6	734.9	539.1	9,322.0
<b>Grand Total</b>		<b>17,362.0</b>		<b>3,715.1</b>		<b>58,557.8</b>		<b>4,099.3</b>		<b>65,888.0</b>

## Route Summary

February 2023

### Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
10	18	154.7	2,784	11.9	1.0	1.4	25	4.1	74
20	18	186.7	3,360	13.8	1.0	4.3	78	2.2	39
61	18	127.7	2,299	9.8	0.6	0.6	11	3.1	55
62	18	116.3	2,093	8.6	0.7	2.7	49	3.1	56
63	15	13.9	209	1.7	0.1	0.0	0	0.1	2
490-1	17	28.2	479	2.0	0.1	1.4	24	0.4	7
490-2	18	22.6	406	1.6	0.1	1.3	23	0.2	3
		<b>650.0</b>	<b>11,630</b>	<b>49.5</b>	<b>3.5</b>	<b>11.7</b>	<b>210</b>	<b>13.2</b>	<b>236</b>

### On Demand (Weekday)

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
F1	18	26.8	483	2.1	0.2	0.1	1	0.0	0
F2	12	20.7	248	1.7	0.2	0.3	4	0.1	1
R1	18	40.9	737	3.3	0.2	1.8	32	0.8	14
R2	18	38.4	692	3.2	0.2	0.4	7	0.2	3
R3	12	22.9	275	3.8	0.2	0.4	5	0.2	2
B1	18	40.1	722	3.2	0.2	0.6	11	0.2	3
B2	18	39.6	712	3.3	0.2	0.4	8	0.1	2
B3	18	26.5	477	3.8	0.2	1.1	19	0.3	5
		<b>256.0</b>	<b>4,346</b>	<b>24.5</b>	<b>1.7</b>	<b>5.1</b>	<b>87</b>	<b>1.8</b>	<b>30</b>

### On Demand (Saturday)

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
F1	0	0.0	0	0.0	0.0	0.0	0	0.0	0
F2	0	0.0	0	0.0	0.0	0.0	0	0.0	0
R1	4	16.8	67	2.8	0.2	0.5	2	0.0	0
R2	4	9.3	37	2.3	0.2	0.3	1	0.0	0
R3	0	0.0	0	0.0	0.0	0.0	0	0.0	0
B1	4	50.3	201	4.2	0.2	0.0	0	0.0	0
B2	4	39.8	159	5.0	0.3	0.0	0	0.0	0
B3	0	0.0	0	0.0	0.0	0.0	0	0.0	0
		<b>116.0</b>	<b>464</b>	<b>14.3</b>	<b>0.9</b>	<b>0.8</b>	<b>3</b>	<b>0.0</b>	<b>0</b>

### Paratransit Routes

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR - CC	16	10.4	166	1.9	0.2	0.3	4
PT1	18	10.6	191	1.5	0.1	0.1	1
PT2	18	9.2	166	1.4	0.1	0.8	14
PT3	18	9.8	176	1.6	0.1	1.5	27
PT4	18	8.6	154	1.5	0.1	0.7	13
PT5	14	4.9	69	1.7	0.1	0.5	7
PT6	0	0.0	0	0.0	0.0	0.0	0
PT7	0	0.0	0	0.0	0.0	0.0	0
		<b>53.5</b>	<b>922</b>	<b>9.6</b>	<b>0.8</b>	<b>3.8</b>	<b>66</b>

### Service Totals

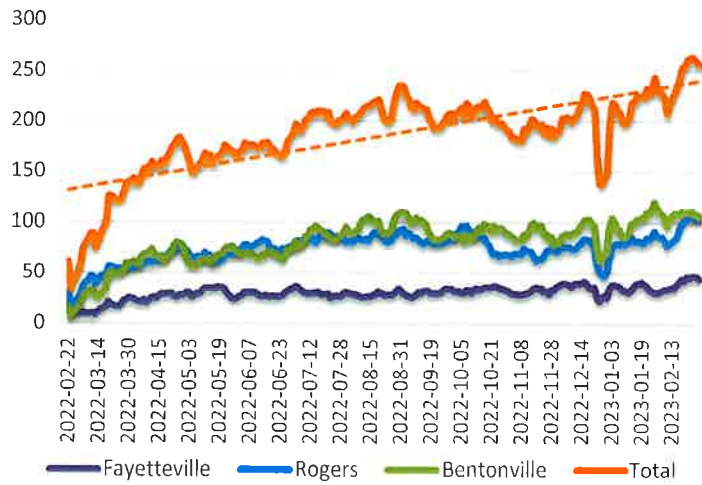
	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Fixed Route	650.0	11,630	49.5	3.5	11.7	210	13.2	236
On Demand (Week)	256.0	4,346	24.5	1.7	5.1	87	1.8	30
On Demand (Sat)	116.0	464	14.3	0.9	0.8	3	0.0	0
Paratransit	53.5	922	9.6	0.8	3.8	66		
<b>Grand Total</b>		<b>17,362.0</b>				<b>366.0</b>		<b>266.0</b>

# ORT On Demand Service

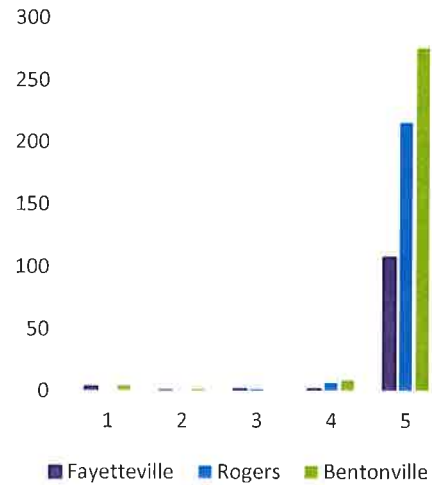
February 2023

	Fayetteville	Rogers		Bentonville		Total	
	Weekdays	Weekdays	Saturday	Weekdays	Saturday	Weekdays	Saturday
Days of Operations	18	18	4	18	4	18	4
Customers	148	319	54	304	95	771	149
Passenger Trips	731	1,704	104	1,911	360	4,346	464
Passengers / Day	40.6	94.7	26.0	106.2	90.0	241.4	116.0
Revenue Hours	404.0	560.0	52.0	622.0	104.0	1,586.0	156.0
Passengers / Hour	1.8	3.0	2.0	3.1	3.5	2.6	2.7
Seat Unavailable	87	370	20	318	53	775	73
Unaccepted Proposal	63	181	18	238	45	482	63

### Daily Passengers



### Ride Rating (1-5)

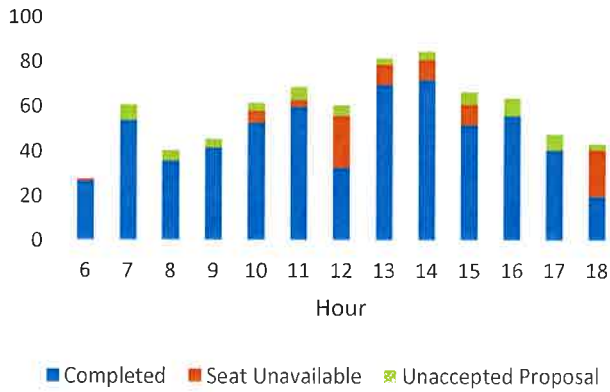




Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-02-03	28	12.5	2.2	8	4
2023-02-06	40	12.5	3.2	6	5
2023-02-07	32	12.5	2.6	1	3
2023-02-08	32	12.5	2.6	6	3
2023-02-09	37	12.5	3.0	17	1
2023-02-10	33	12.5	2.6	10	0
2023-02-13	44	25.0	1.8	6	5
2023-02-14	32	25.0	1.3	2	2
2023-02-15	49	25.0	2.0	2	2
2023-02-16	46	25.0	1.8	5	5
2023-02-17	51	25.0	2.0	4	4
2023-02-20	36	25.0	1.4	2	2
2023-02-21	49	25.0	2.0	1	4
2023-02-22	44	25.0	1.8	0	6
2023-02-23	54	25.0	2.2	5	4
2023-02-24	54	25.0	2.2	7	3
2023-02-27	30	25.0	1.2	3	3
2023-02-28	40	25.0	1.6	2	7
<b>Total</b>	<b>731</b>	<b>375.0</b>	<b>1.9</b>	<b>87</b>	<b>63</b>

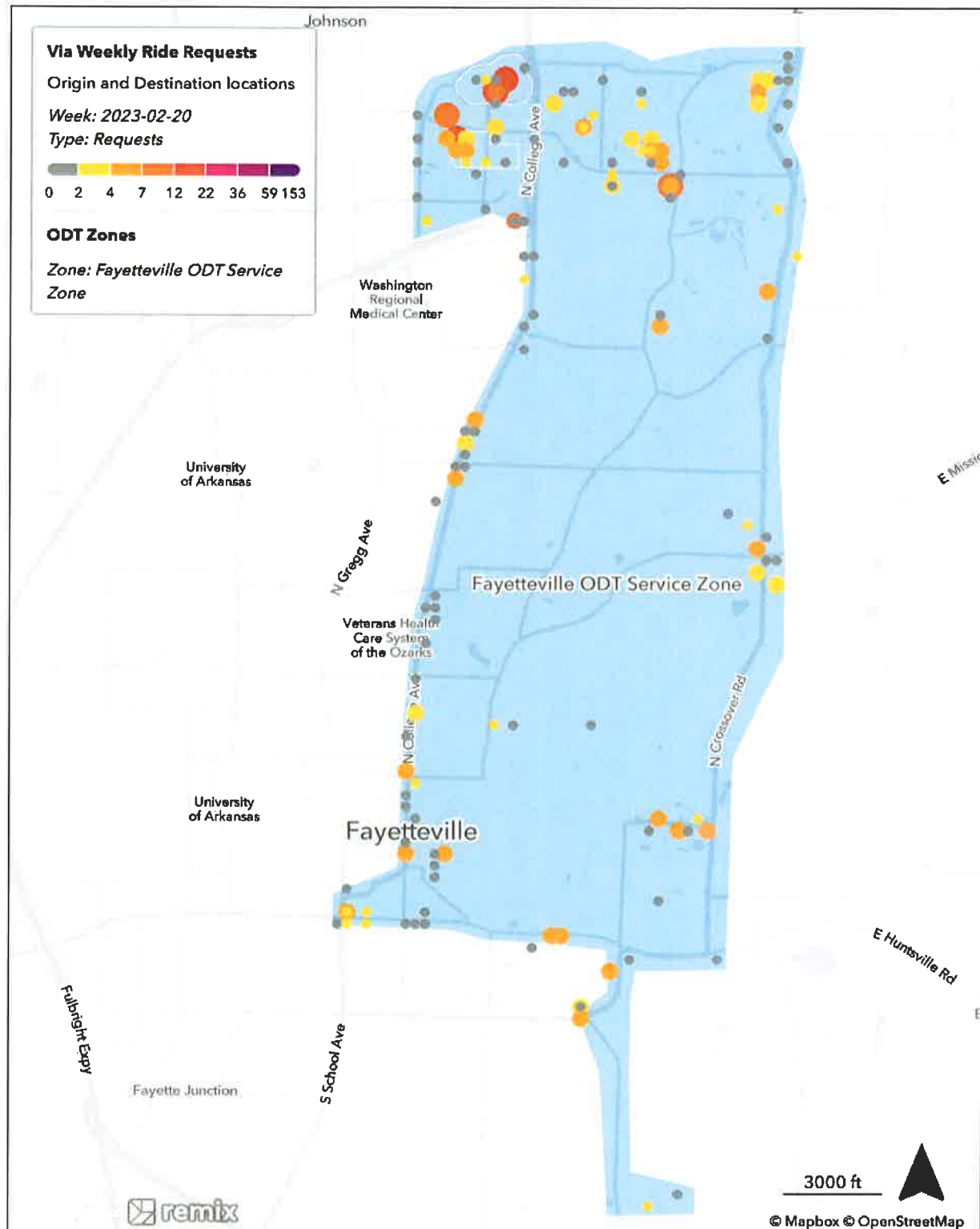
Weekday Requests



# On Demand Trip Request Locations

# Fayetteville

# Week of 2/20/23



**On Demand Transit**

**Rogers**

**February 2023**

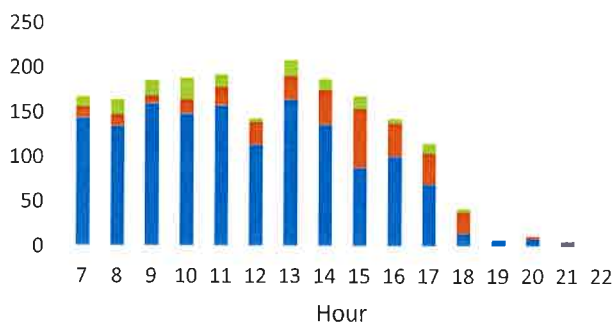
**Weekdays**

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-02-03	79	28.0	2.8	19	7
2023-02-06	79	23.0	3.4	25	10
2023-02-07	80	23.0	3.5	28	8
2023-02-08	76	23.0	3.3	17	8
2023-02-09	70	23.0	3.0	24	4
2023-02-10	90	28.0	3.2	38	10
2023-02-13	91	29.0	3.1	5	8
2023-02-14	88	29.0	3.0	25	8
2023-02-15	90	29.0	3.1	15	4
2023-02-16	113	29.0	3.9	17	14
2023-02-17	110	34.0	3.2	26	15
2023-02-20	110	29.0	3.8	25	16
2023-02-21	98	29.0	3.4	3	13
2023-02-22	104	29.0	3.6	17	8
2023-02-23	105	29.0	3.6	12	9
2023-02-24	112	34.0	3.3	19	7
2023-02-27	99	29.0	3.4	20	17
2023-02-28	110	29.0	3.8	35	15
<b>Total</b>	<b>1,704</b>	<b>506.0</b>	<b>3.4</b>	<b>370</b>	<b>181</b>

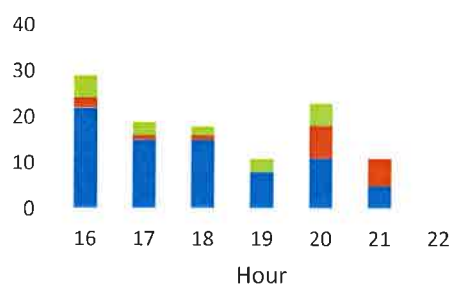
**Saturday**

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-02-04	30	10.0	3.0	4	6
2023-02-11	26	10.0	2.6	10	1
2023-02-18	26	10.0	2.6	3	7
2023-02-25	22	10.0	2.2	3	4
<b>Total</b>	<b>104</b>	<b>40.0</b>	<b>2.6</b>	<b>20</b>	<b>18</b>

**Weekday Requests**



**Saturday Requests**



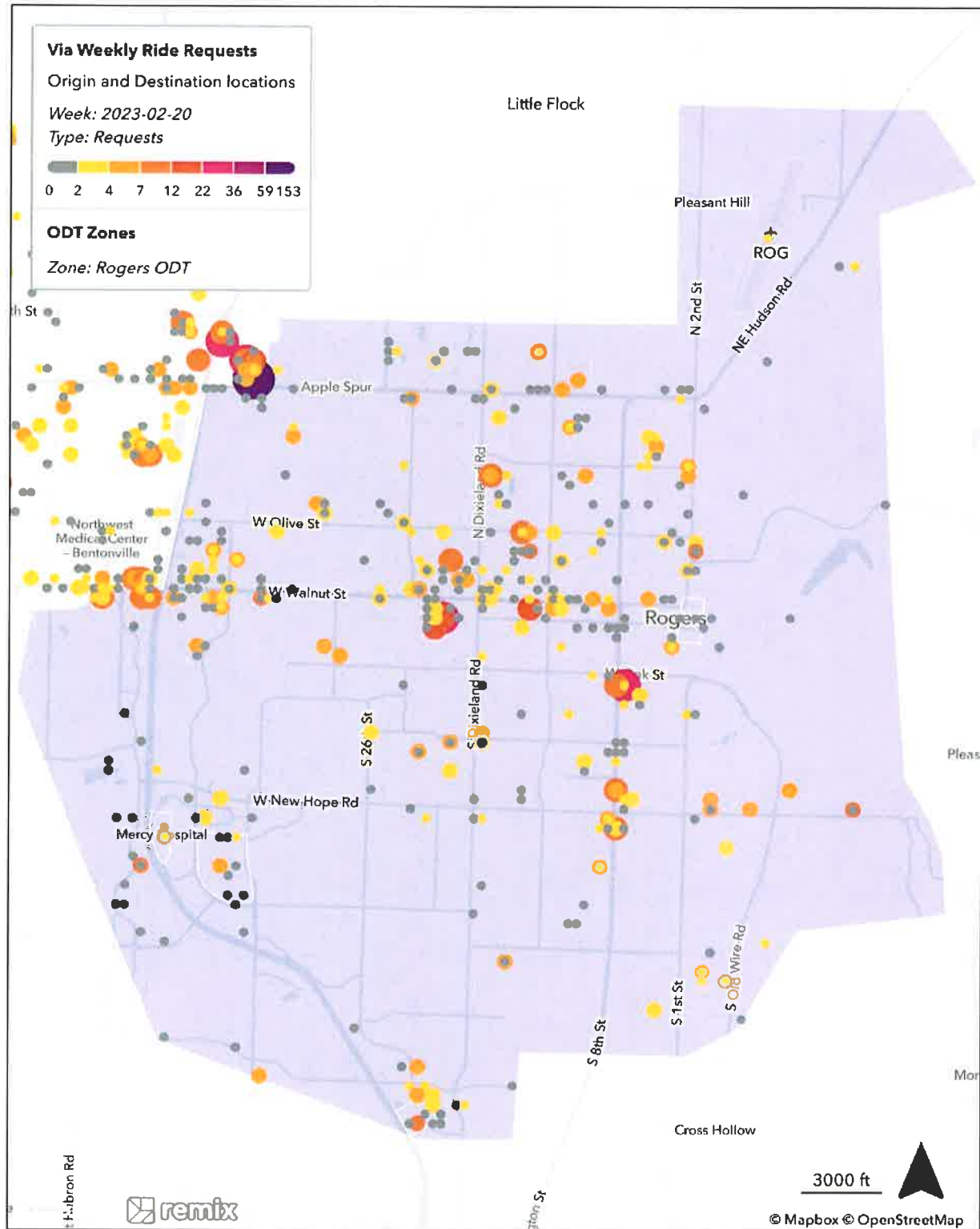
Completed Seat Unavailable Unaccepted Proposal

Unaccepted Proposal Seat Unavailable Completed

# On Demand Trip Request Locations

Rogers

Week of 2/20/23



**On Demand Transit**

**Bentonville**

**February 2023**

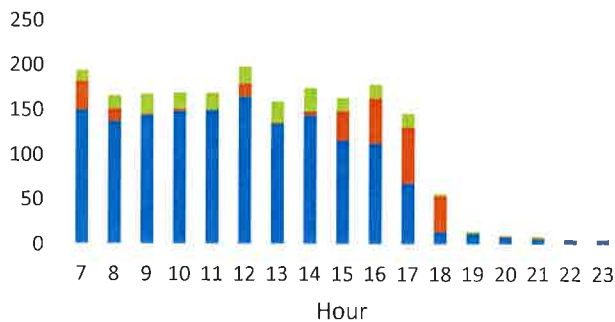
**Weekdays**

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-02-03	100	37.0	2.7	2	14
2023-02-06	98	30.0	3.3	18	5
2023-02-07	87	30.0	2.9	17	15
2023-02-08	101	30.0	3.4	10	11
2023-02-09	98	30.0	3.3	18	8
2023-02-10	131	37.0	3.5	7	11
2023-02-13	114	30.0	3.8	22	11
2023-02-14	101	30.0	3.4	14	15
2023-02-15	102	30.0	3.4	29	9
2023-02-16	88	30.0	2.9	8	7
2023-02-17	151	37.0	4.1	22	18
2023-02-20	105	30.0	3.5	12	18
2023-02-21	107	30.0	3.6	30	14
2023-02-22	100	30.0	3.3	24	11
2023-02-23	94	30.0	3.1	8	22
2023-02-24	134	37.0	3.6	12	16
2023-02-27	106	30.0	3.5	36	22
2023-02-28	94	30.0	3.1	29	11
<b>Total</b>	<b>1,911</b>	<b>568.0</b>	<b>3.4</b>	<b>318</b>	<b>238</b>

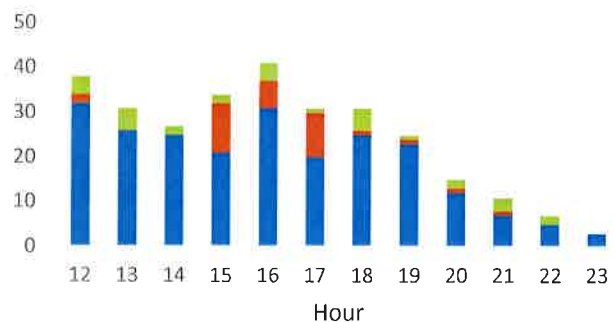
**Saturday**

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-02-04	92	20.0	4.6	13	17
2023-02-11	96	20.0	4.8	26	3
2023-02-18	73	20.0	3.7	8	9
2023-02-25	99	20.0	5.0	6	16
<b>Total</b>	<b>360</b>	<b>80.0</b>	<b>4.5</b>	<b>53</b>	<b>45</b>

**Weekday Requests**



**Saturday Requests**



■ Completed ■ Seat Unavailable ■ Unaccepted Proposal

■ Completed ■ Seat Unavailable ■ Unaccepted Proposal

# On Demand Trip Request Locations

Bentonville

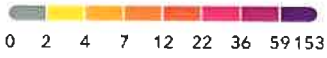
Week of 2/20/23

### Via Weekly Ride Requests

Origin and Destination locations

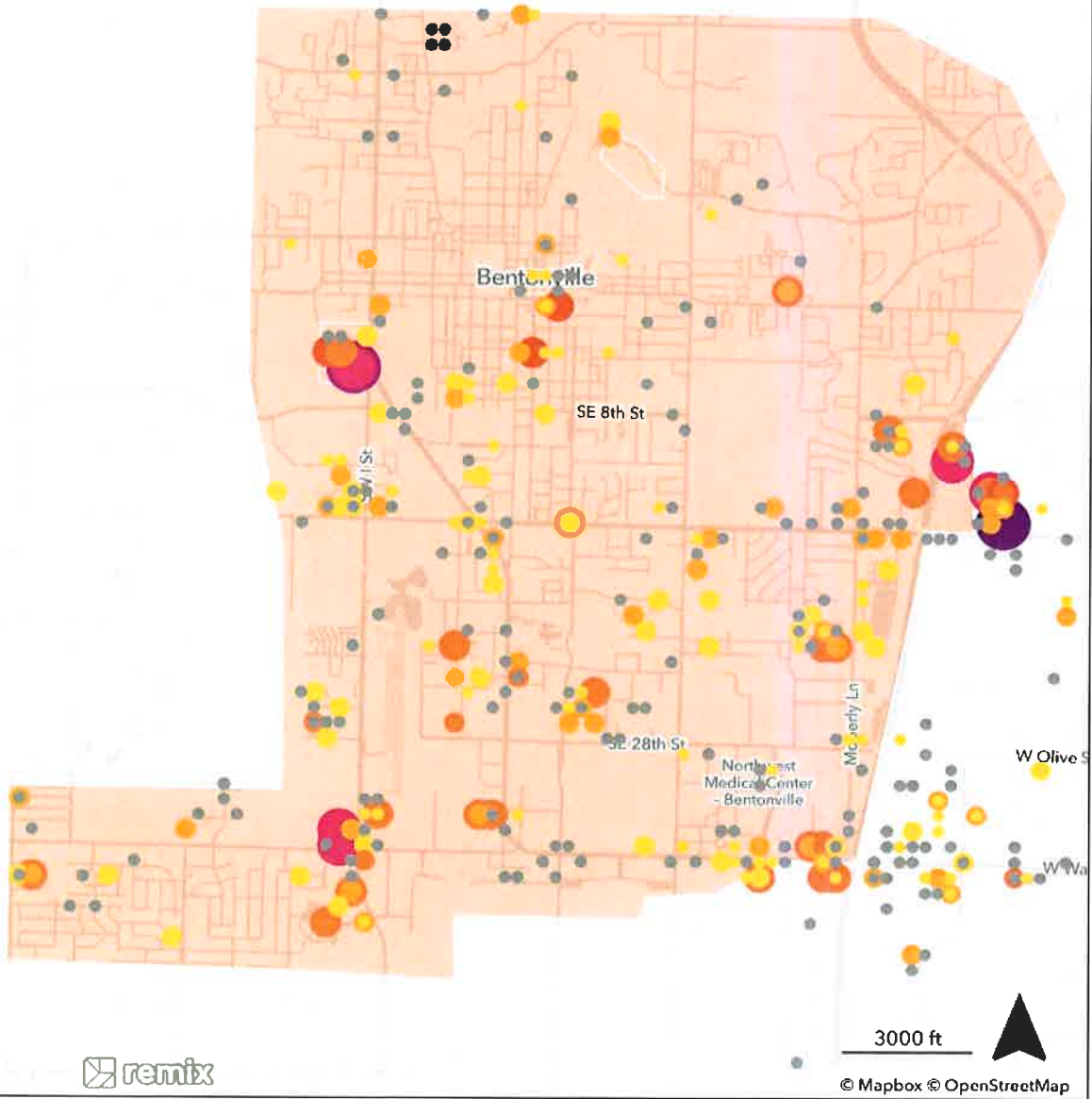
Week: 2023-02-20

Type: Requests



### ODT Zones

Zone: Bentonville ODT



## Ridership Summary

February 2023

### Traditional Fixed Routes

	February 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	6,144	0	6,144	13,085	0	13,085
Springdale	4,601	0	4,601	9,221	0	9,221
Rogers	0	0	0	0	0	0
Bentonville	0	0	0	0	0	0
Express	885	0	885	1,395	0	1,395
<b>Total</b>	<b>11,630</b>	<b>0</b>	<b>11,630</b>	<b>23,701</b>	<b>0</b>	<b>23,701</b>

### On Demand Transit Routes

	February 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	731	0	731	1,365	0	1,365
Springdale	0	0	0	0	0	0
Rogers	1,704	104	1,808	3,202	194	3,396
Bentonville	1,911	360	2,271	3,751	616	4,367
<b>Total</b>	<b>4,346</b>	<b>464</b>	<b>4,810</b>	<b>8,318</b>	<b>810</b>	<b>9,128</b>

### Paratransit Routes

	February 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	261	0	261	524	0	524
Springdale	277	0	277	555	0	555
Rogers	111	0	111	247	0	247
Bentonville	106	0	106	227	0	227
Other	167	0	167	350	0	350
<b>Total</b>	<b>922</b>	<b>0</b>	<b>922</b>	<b>1,903</b>	<b>0</b>	<b>1,903</b>

### All ORT Routes

	February 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	7,136	0	7,136	14,974	0	14,974
Springdale	4,878	0	4,878	9,776	0	9,776
Rogers	1,815	104	1,919	3,449	194	3,643
Bentonville	2,017	360	2,377	3,978	616	4,594
Express	885	0	885	1,395	0	1,395
Other	167	0	167	350	0	350
<b>Total</b>	<b>16,898</b>	<b>464</b>	<b>17,362</b>	<b>33,922</b>	<b>810</b>	<b>34,732</b>

## ORT Ridership Summary

Boardings	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total
<b>Total System</b>													
Fixed Route	16,389	16,440											32,829
ADA Paratransit	691	630											1,321
Demand Response	290	292											582
<b>Total Passengers</b>	<b>17,370</b>	<b>17,362</b>											<b>34,732</b>
<b>Fayetteville</b>													
Fixed Route	7,702	7,097											14,799
ADA Paratransit	239	231											470
Demand Response	24	30											54
<b>Total Passengers</b>	<b>7,965</b>	<b>7,358</b>											<b>15,323</b>
<b>Springdale</b>													
Fixed Route	4,747	4,822											9,569
ADA Paratransit	215	201											416
Demand Response	63	76											139
<b>Total Passengers</b>	<b>5,025</b>	<b>5,099</b>											<b>10,124</b>
<b>Rogers</b>													
Fixed Route	1,716	2,029											3,745
ADA Paratransit	125	104											229
Demand Response	11	7											18
<b>Total Passengers</b>	<b>1,852</b>	<b>2,140</b>											<b>3,992</b>
<b>Bentonville</b>													
Fixed Route	2,224	2,492											4,716
ADA Paratransit	111	93											204
Demand Response	10	13											23
<b>Total Passengers</b>	<b>2,345</b>	<b>2,598</b>											<b>4,943</b>
<b>Other Areas</b>													
Fixed Route	0	0	0	0	0	0	0	0	0	0	0	0	0
ADA Paratransit	1	1											2
Demand Response	182	166											348
<b>Total Passengers</b>	<b>183</b>	<b>167</b>											<b>350</b>

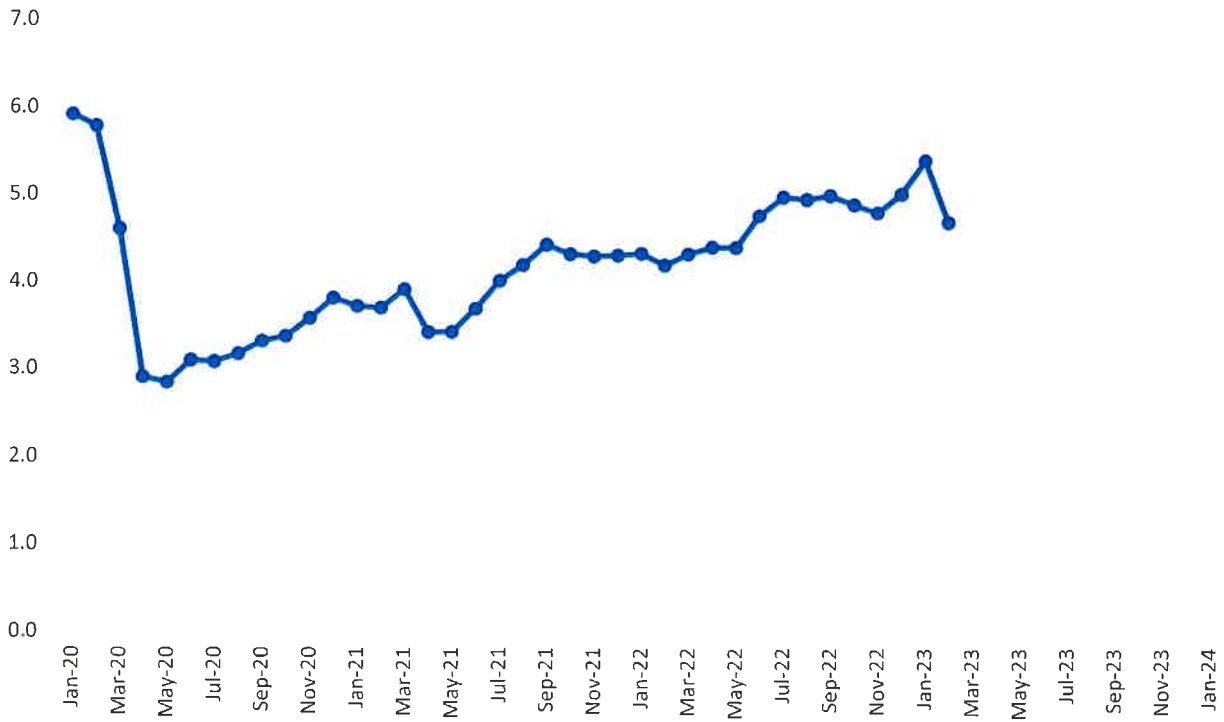
### ORT Ridership Totals





# All ORT Passengers - Weekday Ridership Trends - January 2020 to Present

## Passengers per Revenue Hour



## Daily Passengers



**City of Fayetteville Routes**

**February 2023**

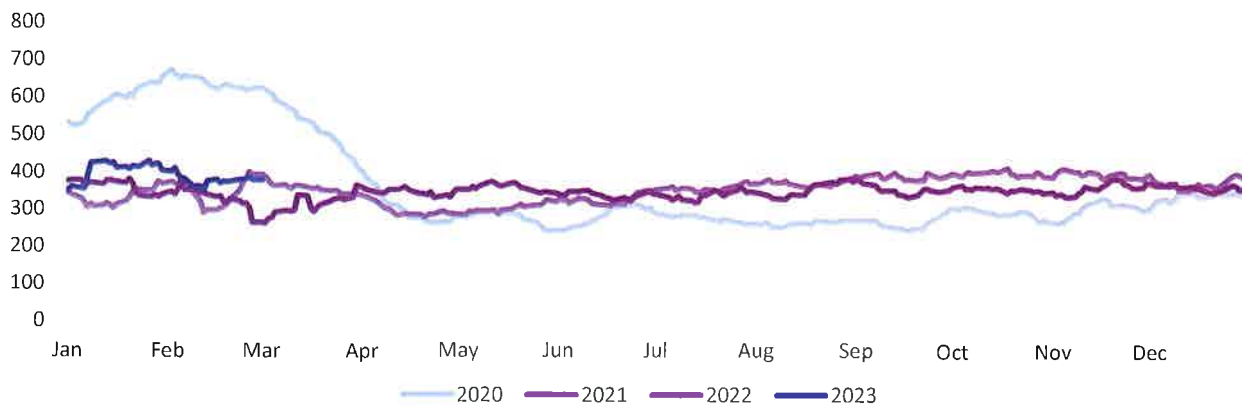
**Weekday Service**

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
10	Fixed	18	36	155	2,784	6,229	13	234	468	11.9	13.3
20	Fixed	18	36	187	3,360	6,856	14	243	486	13.8	14.1
F1	ODT	18	36	27	483	1,117	13	225	450	2.1	2.5
F2	ODT	12	12	21	248	248	13	150	150	1.7	1.7
<b>Total</b>					<b>6,875</b>	<b>14,450</b>		<b>852</b>	<b>1,554</b>		

**Saturday Service**

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
<b>Total</b>					<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>		

**Fixed Route & On-Demand Daily Passengers**



**City of Springdale Routes**

**February 2023**

**Weekday Service**

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
61	Fixed	18	36	128	2,299	4,620	13	234	468	9.8	9.9
62	Fixed	18	36	116	2,093	4,190	14	245	489	8.6	8.6
63	Fixed	15	30	14	209	411	8	120	240	1.7	1.7
<b>Total</b>					<b>4,601</b>	<b>9,221</b>		<b>599</b>	<b>1,197</b>		

**Saturday Service**

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
<b>Total</b>					<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>		

**Fixed Route & On-Demand Daily Passengers**



City of Rogers Routes

February 2023

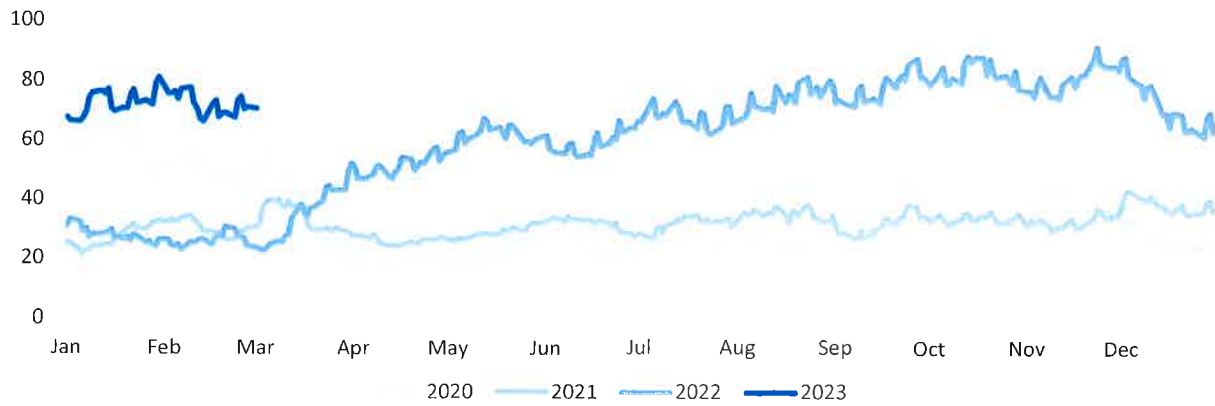
Weekday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
R1	ODT	18	36	41	737	1,514	12	221	442	3.3	3.4
R2	ODT	18	36	38	692	1,413	12	213	426	3.2	3.3
R3	ODT	12	12	23	275	275	6	72	72	3.8	3.8
<b>Total</b>					<b>1,704</b>	<b>3,202</b>		<b>506</b>	<b>940</b>		

Saturday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
R1	ODT	4	7	17	67	120	6	24	42	2.8	2.9
R2	ODT	4	7	9	37	74	4	16	28	2.3	2.6
<b>Total</b>					<b>104</b>	<b>194</b>		<b>40</b>	<b>70</b>		

Fixed Route & On-Demand Daily Passengers



City of Bentonville Routes

February 2023

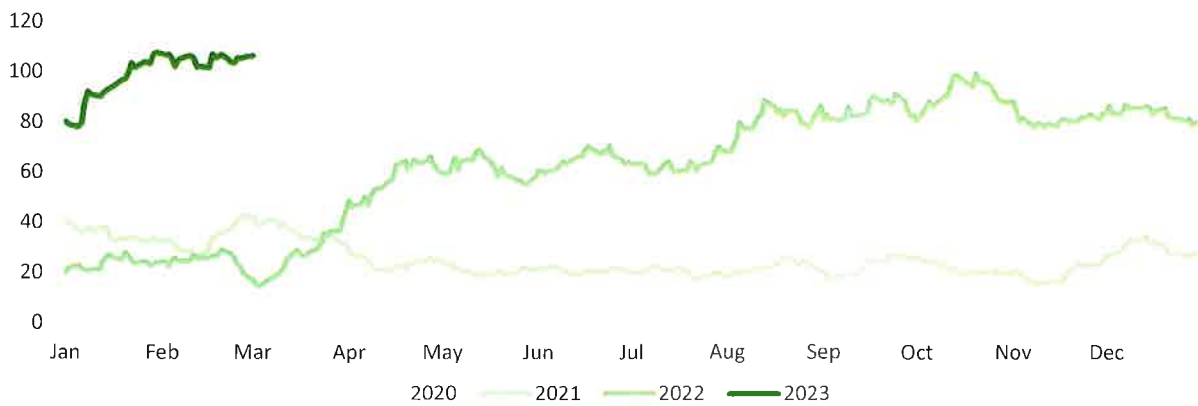
Weekday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
B1	ODT	18	36	40	722	1,470	13	229	458	3.2	3.2
B2	ODT	18	36	40	712	1,450	12	213	426	3.3	3.4
B3	ODT	18	32	27	477	831	7	126	224	3.8	3.7
<b>Total</b>					<b>1,911</b>	<b>3,751</b>		<b>568</b>	<b>1,108</b>		

Saturday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
B1	ODT	4	7	50	201	348	12	48	84	4.2	4.1
B2	ODT	4	7	40	159	268	8	32	56	5.0	4.8
<b>Total</b>					<b>360</b>	<b>616</b>		<b>80</b>	<b>140</b>		

Fixed Route & On-Demand Daily Passengers



**Route 490**

**February 2023**

**Weekday Service**

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
490-1	Fixed	17	26	28	479	677	14	235	349	2.0	1.9
490-2	Fixed	18	36	23	406	718	14	249	493	1.6	1.5
<b>Total</b>					<b>885</b>	<b>1,395</b>		<b>484</b>	<b>842</b>		

**Saturday Service**

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Feb	2023	Daily	Feb	2023	Daily	Feb	2023	Feb	2023
<b>Total</b>					<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>		

**Fixed Route Daily Passengers**



**Passenger Boardings by City**  
YTD through February

Benton County	2023				2022			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Avoca	0	0	0	0	0	0	0	0
Bella Vista	0	0	0	0	0	0	0	0
Benton County	0	0	0	0	0	0	0	0
Bentonville	4,716	204	23	4,943	974	189	48	1,211
Bethel Heights	0	0	0	0	0	0	0	0
Cave Springs	0	0	0	0	0	0	0	0
Centerton	0	0	0	0	0	0	1	1
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	0	0	0	0	0	15	1	16
Pea Ridge	0	0	0	0	0	0	1	1
Rogers	3,745	229	18	3,992	1,227	300	51	1,578
Siloam Springs	0	0	0	0	0	0	0	0
<b>Total</b>	<b>8,461</b>	<b>433</b>	<b>41</b>	<b>8,935</b>	<b>2,201</b>	<b>504</b>	<b>102</b>	<b>2,807</b>

Washington County	2023				2022			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Elkins	0	0	0	0	0	0	0	0
Farmington	0	0	0	0	0	0	0	0
Fayetteville	14,799	470	54	15,323	12,370	342	58	12,770
Goshen	0	0	0	0	0	0	0	0
Greenland	0	0	0	0	0	0	0	0
Johnson	0	2	1	3	0	0	0	0
Lincoln	0	0	0	0	0	0	0	0
Prairie Grove	0	0	0	0	0	0	0	0
Springdale	9,569	416	139	10,124	7,583	460	71	8,114
Washington County	0	0	0	0	0	0	0	0
West Fork	0	0	0	0	0	0	0	0
<b>Total</b>	<b>24,368</b>	<b>888</b>	<b>194</b>	<b>25,450</b>	<b>19,953</b>	<b>802</b>	<b>129</b>	<b>20,884</b>

Carroll County	2023				2022			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Berryville	0	0	316	316	0	0	240	240
Carroll County	0	0	24	24	0	0	3	3
Eureka Springs	0	0	7	7	0	0	8	8
Green Forest	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>347</b>	<b>347</b>	<b>0</b>	<b>0</b>	<b>251</b>	<b>251</b>

Madison County	2023				2022			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Huntsville	0	0	0	0	0	0	0	0
Madison County	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Grand Total	2023				2022			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
<b>Grand Total</b>	<b>32,829</b>	<b>1,321</b>	<b>582</b>	<b>34,732</b>	<b>22,154</b>	<b>1,306</b>	<b>482</b>	<b>23,942</b>