



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

**CITY COUNCIL AGENDA -
July 13, 2026**

A regular meeting of the Farmington City Council will be held on
Monday, July 13, 2026, 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 –June 8, 2026, City Council Meeting.
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
10. Items to be removed from City of Farmington Inventory –

NEW BUSINESS

11. Request for approval for the City Classification & Compensation analysis.

12. Request to reinstate fee in lieu of Parkland Dedication for the South Hunter Estates Large Scale Development.
13. Ord. No. 2026-12 an ordinance rezoning property at S. Hunter St., from MF-2 to MF-1, Multi-family, as requested by Jake Chavis.
14. Ord. No. 2026-13 an ordinance creating requirements for massage businesses; declaring an emergency; and for other purposes.
15. Resolution No. 2026-10 a resolution in support of an application for the technology and equipment grant.
16. Resolution No. 2026-11 a resolution in support of an application for the Firehouse Subs Public Safety Foundation Grant.
17. Discussion – ladder truck for Fire Department.

MINUTES



Mayor Ernie Penn

City Attorney Jay Moore

City Clerk Kelly Penn

City Council Member Sherry Mathews
Ward 1 Position 1

Council Member Keith Lipford
Ward 2 Position 1

Council Member Brenda Cunningham
Ward 3 Position 1

Council Member Diane Bryant
Ward 4 Position 1

Council Member Hunter Carnahan
Ward 1 Position 2

Council Member Bobby Morgan
Ward 2 Position 2

Council Member Linda Bell
Ward 3 Position 2

Council Member Kara Gardenhire
Ward 4 Position 2

A meeting of the Farmington City Council was held on June 8, 2026 at 6:00 p.m. in the Council Chambers at Farmington City Hall, located at 354 West Main Street, Farmington Arkansas. Mayor Penn called the meeting to order.

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

Pledge of Allegiance

Comments from Citizens – Debbie Prinz, 11299 Kendall Court – Addressed the council and presented them with a handout regarding high water and sewer rates. They would like to have an agenda item at a future meeting.

Approval of the May 11, 2026 City Council Meeting Minutes

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

Financial Reports

Mayor Penn presented the financial reports to the City Council. Monthly city sales increased 11.86 % compared to 2025. Monthly state/county sales tax was \$98.69 less than 2025.

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

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

Proclamations, Special Announcements, Committee/Commission Appointments

City Clerk Penn announced that the 2026 Election Packets were ready and available for pickup at City Hall. The following offices are up for election: Mayor, City Clerk, City Attorney, and all Council Member Position 2 seats.

Farmington Fireworks Display will be on July 4th this year.

Creekside Trail Ribbon Cutting will be on June 15th at 10:00 am Creekside Park, Broyles Street side.

Committee Reports – No committee reports were submitted.

Items to be removed from the City of Farmington – None

Old Business – None

New Business

Ordinance No. 2026-11 An Ordinance to amend Ordinance No. 2026-02 to update personnel policy for the city of Farmington, Arkansas.

A motion was made by Council Member Bryant and seconded by Council Member Lipford to suspend the rules requiring the motion to be read in full on three separate dates to be suspended and that Ordinance 2026-11 be read one time by title only. After a roll call vote, the motion was approved 8-0. City Attorney Moore read the ordinance by title only. Mayor Penn asked Shall the Ordinance pass? After a roll call vote, Ordinance 2026-11 was approved by a vote of 8-0. A motion was made to pass Ordinance 2026-11 with an emergency clause by Council Member Carnahan and seconded by Council Member Morgan, after a roll call vote, the motion was approved 8-0.

Motion to Adjourn

There being no further business coming before the council, the meeting adjourned at 6:17pm by a motion from Council Member Morgan and a second by Council Member Carnahan until the next regularly scheduled meeting to be held Monday, July 13, 2026, in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved: Ernie Penn, Mayor _____

Attest: Kelly Penn, City Clerk _____

FINANCIALS



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

TO: Farmington City Council
Kelly Penn, City Clerk

FROM: Mayor Ernie Penn

A handwritten signature in blue ink, appearing to read "Ernie Penn", is written over the printed name of Mayor Ernie Penn.

RE: Summary of City Financial Report June 2026

- 2026 City Sales Tax – **Increased by 10.95% in June**, compared to June of 2025.
- 2026 State/County Sales Tax – **Increased by .005% in June** compared to June 2025.
- 2026 City Sales Tax - **Year to date has increased by 10.53%**, compared to 2025.
- 2026 State/County Sales Tax—**Year to date has increased by .009%** compared to 2025.
- 2007 Sewer Bond (\$4,500,000), Loan Balance \$856,521, Bond Payoff Date 10/15/2029.
- 2017 Sales and Use Bonds (5,090,000), Loan Balance \$3,435,000, Bond payoff date 10/1/2037.
- **Deposits:** We have deposits on file totaling \$15,137,275 based on statement balances as of 06/30/2026.

MONTH	CITY SALES TAX			STATE SALES TAX	
	2025	2026		2025	2026
JANUARY	\$ 276,136.00	\$ 289,178.84		\$ 181,694.58	\$ 177,587.65
FEBRUARY	\$ 331,826.36	\$ 334,407.27		\$ 197,766.35	\$ 200,496.57
MARCH	\$ 235,802.15	\$ 281,612.63		\$ 159,540.12	\$ 162,894.19
APRIL	\$ 246,672.24	\$ 295,091.24		\$ 160,925.89	\$ 168,112.09
MAY	\$ 289,298.42	\$ 323,600.49		\$ 185,588.64	\$ 185,489.95
JUNE	\$ 278,455.84	\$ 308,945.35		\$ 177,107.39	\$ 177,933.83
JULY	\$ 292,689.84			\$ 178,708.20	
AUGUST	\$ 294,858.77			\$ 183,563.88	
SEPTEMBER	\$ 299,221.18			\$ 182,963.04	
OCTOBER	\$ 305,045.26			\$ 187,271.81	
NOVEMBER	\$ 319,190.89			\$ 179,302.35	
DECEMBER	\$ 280,381.95			\$ 181,362.88	
		City Sales Tax		State Sales Tax	
Monthly Comparison -June 2025/June 2026		\$ 30,489.51			\$ 826.44
YTD comparison	Increase/Decrease for 2026 over 2025 YTD - City Sales Tax	\$ 174,644.81		Increase for 2025 over 2024 YTD - State Sales Tax	\$ 9,891.31
Total Actual 2026 Income vs 2026 Budgeted Income	County Wide Sales Tax	City Sales Tax		Total Sales Tax Increase/(Decrease) YTD 2025	\$ 184,536.12
Total Budget 2026	\$ 2,000,000.00	\$ 3,100,000.00			
Actual 2026 (thru June)	\$ 1,072,514.28	\$ 1,832,835.82			

GENERAL FUND

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
Revenue & Expenditures			
GENERAL REVENUES			
Revenue			
ACCIDENT REPORT REVENUES	950.30	1,500.00	63.35%
ACT 833	0.00	30,000.00	0.00%
ALCOHOL SALES TAX	4,264.03	8,000.00	53.30%
ANIMAL CONTROL REVENUES	604.50	2,000.00	30.23%
BUILDING INSPECTION FEES	209,476.49	300,000.00	69.83%
BUSINESS LICENSES	6,618.75	6,000.00	110.31%
CITY COURT FINES	85,792.58	120,000.00	71.49%
CITY SALES TAX REVENUES	1,832,835.82	3,100,000.00	59.12%
COUNTY TURNBACK	638,689.67	800,000.00	79.84%
DEVELOPMENT FEES	15,299.00	30,000.00	51.00%
FRANCHISE FEES	329,695.03	500,000.00	65.94%
GARAGE SALE PERMITS	1,047.60	1,500.00	69.84%
INTEREST REVENUES	103,866.16	260,000.00	39.95%
MISCELLANEOUS REVENUES	205,020.88	0.00	0.00%
Off Duty Police Reimbursement	7,171.34	25,000.00	28.69%
PARK RENTAL	4,193.50	7,000.00	59.91%
PAYMENT IN LIEU OF IMPROVEMENT	0.00	10,000.00	0.00%
SALES TAX - OTHER	1,072,514.28	2,000,000.00	53.63%
SPORTS COMPLEX FEES	41,837.77	50,000.00	83.68%
SRO REIMBURSEMENT REVENUES	65,150.82	100,000.00	65.15%
STATE TURNBACK	54,115.66	105,000.00	51.54%
TRANS FROM GENERAL FUND	0.00	346,608.86	0.00%
Revenue	\$4,679,144.18	\$7,802,608.86	

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GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
ADMINISTRATIVE DEPT			
Expenses			
ADDITIONAL SERVICES EXPENSE	137,545.82	190,000.00	72.39%
ADVERTISING EXPENSE	7,892.47	7,200.00	109.62%
Bank Charges	4,313.72	8,000.00	53.92%
BUILDING MAINT & CLEANING	43,942.11	60,000.00	73.24%
CAPITAL IMPROVEMENT	12,975.56	0.00	0.00%
ELECTION EXPENSES	0.00	5,000.00	0.00%
ENGINEERING FEES	64,908.16	140,000.00	46.36%
INSURANCES EXPENSE	1,994.46	130,000.00	1.53%
LEGAL FEES	3,000.00	10,000.00	30.00%
MATERIALS & SUPPLIES EXPENSE	8,330.27	30,000.00	27.77%
MISCELLANEOUS EXPENSE	0.00	2,000.00	0.00%
NEW EQUIPMENT PURCHASE	2,549.54	10,000.00	25.50%
PAYROLL EXP - CITY ATTRNY	42,437.96	87,019.00	48.77%
PAYROLL EXP - ELECTED OFFICIAL	72,549.35	132,000.00	54.96%
PAYROLL EXP - REGULAR	176,503.94	342,077.68	51.60%
PLANNING COMMISSION	7,765.70	22,000.00	35.30%
POSTAGE EXPENSE	554.75	2,200.00	25.22%
PROFESSIONAL SERVICES	205,971.50	50,000.00	411.94%
REPAIR & MAINT - BUILDING	9,626.00	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	2,142.71	2,000.00	107.14%
REPAIR & MAINT - OFFICE EQUIP	3,627.80	6,500.00	55.81%
TECHNICAL SUPPORT	52,560.11	100,000.00	52.56%
TELECOMMUNICATION EXPENSES	0.00	2,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	15,485.98	20,000.00	77.43%
UTILITIES EXPENSES	60,228.71	100,000.00	60.23%
Expenses	\$936,906.62	\$1,457,996.68	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
ANIMAL CONTROL DEPT			
Expenses			
FUEL EXPENSES	1,154.24	2,000.00	57.71%
MATERIALS & SUPPLIES EXPENSE	188.47	500.00	37.69%
PAYROLL EXP - REGULAR	45,494.40	91,277.79	49.84%
PROFESSIONAL SERVICES	2,740.00	12,000.00	22.83%
REPAIR & MAINT - AUTOMOBILES	40.36	1,500.00	2.69%
REPAIR & MAINT - EQUIPMENT	0.00	500.00	0.00%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	49.95	500.00	9.99%
Expenses	\$49,667.42	\$108,777.79	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
BUILDING PERMIT DEPT			
Expenses			
FUEL EXPENSES	2,562.30	5,000.00	51.25%
PAYROLL EXP - REGULAR	97,488.14	212,202.50	45.94%
REPAIR & MAINT - AUTOMOBILES	226.48	2,000.00	11.32%
TRAVEL, TRAINING & MEETINGS	2,967.85	5,000.00	59.36%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
Expenses	\$103,244.77	\$225,202.50	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026 Jun 2026 Actual	Jan 2026 Dec 2026	Dec 2026 Percent of Budget
FIRE DEPT			
Expenses			
ADVERTISING EXPENSE	0.00	2,000.00	0.00%
FUEL EXPENSES	11,318.25	25,000.00	45.27%
HAZMAT EXPENSES	2,881.92	4,000.00	72.05%
MATERIALS & SUPPLIES EXPENSE	16,418.60	50,000.00	32.84%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	82,073.08	73,600.00	111.51%
PAYROLL EXP - REGULAR	846,926.56	1,626,180.11	52.08%
PROFESSIONAL SERVICES	5,744.64	10,000.00	57.45%
REPAIR & MAINT - BUILDING	12,142.01	50,000.00	24.28%
REPAIR & MAINT - EQUIPMENT	6,465.20	12,150.00	53.21%
REPAIR & MAINT - TRUCK	11,049.47	30,000.00	36.83%
TRAVEL, TRAINING & MEETINGS	10,682.06	25,000.00	42.73%
UNIFORMS/GEAR EXPENSE	9,877.77	35,000.00	28.22%
Expenses	\$1,015,579.56	\$1,943,430.11	

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GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026 Jun 2026 Actual	Jan 2026 Dec 2026	Dec 2026 Percent of Budget
LAW ENFORCE - COURT			
Expenses			
MATERIALS & SUPPLIES EXPENSE	2,320.29	3,000.00	77.34%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	9,600.00	0.00%
PAYROLL EXP - REGULAR	85,753.72	195,671.05	43.83%
POSTAGE EXPENSE	10.48	500.00	2.10%
SPECIAL COURT COSTS	0.00	11,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	150.00	5,000.00	3.00%
Expenses	\$88,234.49	\$225,171.05	

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GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
LAW ENFORCE - POLICE			
Expenses			
ADVERTISING EXPENSE	0.00	100.00	0.00%
DRUG TASK FORCE	1,500.00	2,000.00	75.00%
FUEL EXPENSES	37,388.06	81,000.00	46.16%
MATERIALS & SUPPLIES EXPENSE	59,145.90	150,000.00	39.43%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	107,334.00	240,000.00	44.72%
Off Duty Police Pay	13,128.67	20,000.00	65.64%
PAYROLL EXP - REGULAR	1,112,576.33	2,175,113.42	51.15%
PAYROLL EXP - SRO	115,878.35	219,606.77	52.77%
REPAIR & MAINT - AUTOMOBILES	22,923.27	35,000.00	65.50%
REPAIR & MAINT - EQUIPMENT	2,156.00	3,000.00	71.87%
TRAVEL, TRAINING & MEETINGS	10,882.45	15,000.00	72.55%
UNIFORMS/GEAR EXPENSE	11,887.76	25,000.00	47.55%
Expenses	\$1,494,800.79	\$2,966,320.19	

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GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
PARKS DEPT			
Expenses			
CAPITAL IMPROVEMENT	0.00	250,000.00	0.00%
ENGINEERING FEES	10,000.00	30,000.00	33.33%
MATERIALS & SUPPLIES EXPENSE	2,284.14	15,000.00	15.23%
NEW EQUIPMENT PURCHASE	4,430.00	15,000.00	29.53%
PAYROLL EXP - REGULAR	169,473.10	340,310.54	49.80%
PAYROLL EXP - SPORTS COMPLEX	2,859.36	0.00	0.00%
PROFESSIONAL SERVICES	6,000.00	30,000.00	20.00%
REPAIR & MAINT - BUILDING	5,204.93	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	5,172.86	10,000.00	51.73%
SPORTS PARK MATERIALS	14,746.79	25,000.00	58.99%
SPORTS PARK NEW EQUIP	0.00	10,000.00	0.00%
SPORTS PARK PROF SERV	45,807.43	45,000.00	101.79%
SPORTS PARK REPAIR/MAINT	4,234.04	5,000.00	84.68%
SPORTS PARK UTILITIES	11,120.13	20,000.00	55.60%
TRAVEL, TRAINING & MEETINGS	405.00	1,000.00	40.50%
UNIFORMS/GEAR EXPENSE	119.87	1,400.00	8.56%
UTILITIES EXPENSES	7,575.66	8,000.00	94.70%
Expenses	\$289,433.31	\$805,710.54	

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
Revenue & Expenditures			
Revenue			
COUNTY TURNBACK	70,931.84	75,000.00	94.58%
GRANTS	56,602.23	0.00	0.00%
INTEREST REVENUES	2,707.63	5,500.00	49.23%
MISCELLANEOUS REVENUES	20,757.64	0.00	0.00%
STREET STATE TURNBACK	313,713.60	550,000.00	57.04%
TRANS FROM GENERAL FUND	461,348.41	461,348.41	100.00%
Revenue	\$926,061.35	\$1,091,848.41	
Expenses			
ADDITIONAL SERVICES EXPENSE	50,710.00	0.00	0.00%
ADVERTISING EXPENSE	0.00	1,000.00	0.00%
ENGINEERING FEES	62,704.78	30,000.00	209.02%
FUEL EXPENSES	6,878.38	12,500.00	55.03%
MATERIALS & SUPPLIES EXPENSE	15,365.90	20,000.00	76.83%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	104,007.46	100,000.00	104.01%
PAYROLL EXP - REGULAR	124,165.87	223,148.41	55.64%
PROFESSIONAL SERVICES	8,257.03	20,000.00	41.29%
REPAIR & MAINT - BUILDING	6,962.21	2,000.00	348.11%
REPAIR & MAINT - EQUIPMENT	2,963.88	10,000.00	29.64%
STREET LIGHTS	77,158.53	150,000.00	51.44%
STREET/ROAD REPAIRS	13,389.60	500,000.00	2.68%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	233.67	2,200.00	10.62%
UTILITIES EXPENSES	9,226.64	20,000.00	46.13%
Expenses	\$482,023.95	\$1,091,848.41	

LIBRARY FUND
Statement of Revenue and Expenditures

	Current Period	Annual Budget	Jan 2026
	Jan 2026	Jan 2026	Dec 2026
	Jun 2026	Dec 2026	Percent of
	Actual		Budget
Revenue & Expenditures			
Revenue			
Donations	549.68	4,000.00	13.74%
FINES/LOST ITEMS	2,690.57	4,000.00	67.26%
INTEREST REVENUES	1,384.16	0.00	0.00%
MISCELLANEOUS REVENUES	10,603.86	0.00	0.00%
TRANS FROM GENERAL FUND		70,000.00	0.00%
WASHINGTON CO LIBRARY REVENUES	199,604.00	316,879.00	62.99%
Revenue	\$214,832.27	\$394,879.00	
Expenses			
ADVERTISING EXPENSE	1,230.30	1,500.00	82.02%
BOOKS AND MEDIA	29,050.06	40,500.00	71.73%
BUILDING MAINT & CLEANING	1,889.24	6,375.00	29.64%
GRANT EXPENSE	60,333.57	0.00	0.00%
MATERIALS & SUPPLIES EXPENSE	9,974.63	16,370.00	60.93%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE		2,000.00	0.00%
PAYROLL EXP - REGULAR	144,120.25	296,992.00	48.53%
POSTAGE EXPENSE	78.00	300.00	26.00%
PROGRAMS EXPENSE	2,425.00	6,000.00	40.42%
TECHNICAL SUPPORT	8,271.78	13,842.00	59.76%
TRAVEL, TRAINING & MEETINGS	688.98	1,500.00	45.93%
UTILITIES EXPENSES	2,669.61	5,000.00	53.39%
Expenses	\$260,731.42	\$390,879.00	

Agenda Item 11



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: Ashley Duncan
Re: Classification and Compensation Analysis Update
Date: 7/6/2026

Project/Initiative Information

The City of Farmington is currently working with Paypoint, a company that will be assisting in a Classification and Compensation Study for all positions within the City. The purpose of this study is to continue to stay competitive with our compensation and benefit plans, find gaps within our workforce, and provide the best possible work experience for our employees.

Update

The Classification and Compensation Analysis Committee has made the decision to use professional services firm Paypoint to partner with the City in conducting this study. A Request For Proposals for this initiative was published and communicated to the public with a deadline of April 17th. The committee received proposals from 16 organizations spanning from local headquarters throughout the United States. The committee chose Paypoint due to their extensive experience and knowledge in conducting similar projects with public agencies and referenced city's successful implementation of projects based on the data collected by Paypoint. The committee has met with Paypoint representatives to discuss expectations of the partnership and timeline. Next steps have been taken to gather data and information for Paypoint to use as a baseline. The deadline for this initiative will be mid-September of 2026. Paypoint will finalize and communicate the information they have received as well as their recommendations based on this information. It is at the discretion of the City and City Council Members on actions to be taken based on the information that is attained by this study.

Discussion

Questions or clarification to the above information.

This **AGREEMENT FOR SERVICES** (the "Agreement") is made and entered into as of June 10, 2026, the ("Effective Date") by and between the City of Farmington ("Client") with a principal office and place of business at 354 W. Main Street, Farmington, AR 72730 and Paypoint HR, LLC, 695 Santa Maria Lane, Davidsonville, MD 21035 ("Contractor"). Client and the Contractor shall be collectively referred to herein as the "Parties".

Whereas, Client desires to retain Contractor to provide certain services described more fully herein, and Contractor desires to provide Client said services, all in accordance with the terms of this Agreement;

Now Therefore, Client and Contractor agree as follows:

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 (the "Services"), which is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to Client during the Term, as defined below.
2. **Deliverables:** Contractor shall provide all deliverables as described in Exhibit 1 (the "Deliverables").
3. **Payment:**
 - a. **[FIXED FEE:** Client shall pay Contractor an aggregate amount of \$25,000 to perform the Services. \$2,500 will be due immediately upon execution of this agreement. The aggregate amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement, including contingencies, direct and indirect expenses except as provided in Exhibit 1.] **[HOURLY FEE:** Client shall pay Contractor at the hourly rate of \$125 per hour to perform additional services outside the Scope of Service. Contractor shall not exceed \$1 without prior written approval by Client. The fee amount shall be the sole and complete compensation for Services performed outside the Scope of Service by Contractor under this Agreement, including contingencies, direct and indirect expenses except as provided in Exhibit 1.]
 - b. Contractor shall submit to Client monthly reasonably detailed invoices describing the Services rendered during the invoice period, and such invoices shall become payable within thirty (30) days of receipt by Client. Invoices shall provide reasonable documentation of evidence of costs incurred including but not limited to:
 - i. **Staff charges:** for each employee, the name, title, number of hours worked and hourly rate; and,
 - ii. **Direct Materials/Other Direct Costs:** All direct materials and other direct costs shall be itemized on the invoice and supported by

documentation such as vendor invoices, expense receipts, and proof of payment or other documentation as requested by Client.

4. Term and Termination:

- a. This Agreement shall take effect as of the Effective Date, and shall remain in effect until June 10, 2027 (the "Term"), unless terminated sooner under the provisions of this Section. Unless otherwise agreed in writing by the Parties, the Contractor shall perform the Services in accordance with the schedule in Exhibit 1 (the "Schedule").
- b. This Agreement may be terminated by either Client or Contractor at any time for a material breach of any term of the Agreement. In the event of such termination, compensation shall be paid to the Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
- c. Client may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Client action inconsistent with performing its obligations under this agreement.
- d. Client may terminate this Agreement at any time, in the sole exercise of its discretion. In the event of such termination, compensation shall be paid to the Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.

5. Access and Use:

The Contractor warrants that their contribution will not infringe on any copyright, right of privacy, or personal or proprietary rights of others. If the Contractor delivers or uses materials subject to the rights of third parties (e.g., requiring permission from a copyright owner), the Contractor will provide all information required of the company to use such materials without infringing any copyright, right of privacy, or other personal proprietary right of another person or entity.

If the Contractor provides to Client or uses in the Contractor's Services any material in which they claim copyright, patent or other interests or rights for themselves, such use or delivery shall not be deemed to be an assignment of such material, interests and rights to Client, unless a contrary agreement is reached in writing, signed by an officer of Client, prior to such delivery or use.

6. Contractor's Representations, Warranties, and Certifications: As of the date of this Agreement, Contractor hereby represents, warrants and certifies under the pains and penalties of perjury as follows:

- a. Contractor is duly authorized to enter into this Agreement.
- b. Contractor and all personnel to be utilized by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and has obtained all requisite licenses and permits to perform such obligations.
- c. Contractor and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the State and other Governmental Authorities applicable to or implicated by the subject matter of this Agreement.
- d. Contractor and its employees are independent contractors of Client, and not employees, partners or joint ventures of Client. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the State relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the State relating to Worker's Compensation.
- e. Contractor shall secure and maintain all insurance, licenses and/or permits, perform all acts necessary or required for the performance of any Services required under this Agreement including, but not limited to, obtaining and maintaining appropriate insurance coverage for its activities under this Agreement through the Term appropriate. Contractor acknowledges the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the term. Upon request, the Contractor shall provide Client with appropriate documentation reflecting such insurance coverage and demonstrating compliance with applicable state and federal laws.
- f. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical or mental handicap. Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.
- g. The Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.

7. Project Personnel:
 - a. For Contractor: Karin VM Campbell, Dr. David R Campbell III
 - b. For Client: Ashley Duncan, Human Resources Manager, or another clearly designated representative

8. Notice: Any notice hereunder shall be in writing and shall be sent either (i) by facsimile or other electronic transmission, (ii) by courier, or (iii) by first class mail, postage prepaid, addressed to the address of the parties as indicated in the preamble of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section), and shall be effective (i) when dispatched if by facsimile or other electronic transmission, (ii) if sent by courier, one day after dispatch, (iii) if sent by first class mail, five days after its date of posting.

9. Assignment and Subcontracting: Client may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of Client's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of Client, nor shall Contractor subcontract any services to anyone without the prior written consent of Client.

10. Conflicts of Interest: Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of Client to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which they are directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Audit: Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than three (3) years or for such longer period as is specified by Client (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the Retention Period, whichever is later. The Client and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall

refund to Client the amount determined by such audit within ninety (90) days of Contractor's receipt of such audit and demand.

12. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Client and each of their respective agents, officers, directors and employees (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor relating to this Agreement, (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors, or (iii) the violation of any law by the Contractor or any of Contractor's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees or subcontractors.

In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the Services provided under this Agreement, even if advised of the possibility of such damages.

13. Nonsolicitation and Noninterference: During the term of this Agreement and for a period of one year after the termination, Contractor shall not, directly or indirectly, either for itself or on behalf of or through any other Person:
- a. recruit, solicit, entice or persuade (or attempt to recruit, solicit, entice or persuade) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee, consultant, contractor, vendor or supplier of Client to leave the services of Client for any reason;
 - b. hire (or attempt to hire) any person who is (or at any time during the year prior to termination of this Agreement was) an employee of Client;
 - c. interfere with (or attempt to interfere with) Client's relations or arrangements with any Person who is (or at any time during the year prior to the termination of this Agreement was) an employee, or a consultant, Applicant, Contractor, Grantee Recipient, Respondent, customer, vendor, supplier or contractor of Client.

14. Confidentiality:

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in

this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy.

- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to Client's confidential and proprietary information and information that Client's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to Client that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of Client, and in which Confidential Information is of great value to Client. Contractor, and its employees and subcontractors, agents, officers and directors, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of Client. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to Client prompt, prior written notice of any such disclosure.
- c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees and subcontractors, as follows:
 - i. not at any time, whether during or after the termination of this Agreement, to divulge, disclose or reveal to any Person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by Client in connection with a disclosure request under a request for discovery, subpoena, court or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;
 - ii. not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than Client, nor will Contractor use or attempt to use any Confidential

Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to Client or any Applicable Third Party;

- iii. in the event that Contractor (or any of its agents, officers, directors, employees or subcontractors) is questioned about Confidential Information by anyone who is not known by Contractor to be authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify Client and respond to the inquirer in accordance with Client's instructions; and
 - iv. not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit its employees or agents to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of Client, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of Client, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of Client's confidential materials and all other property of Client in its direct or indirect possession or control to Client, at its main office. In addition, Contractor shall, upon the termination of the Agreement, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.
- d. Contractor shall collaborate with Client to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which Client is concerned or discussed.
15. Tax Forms: Client will record payments to Contractor on, and provide to the Contractor, an Internal Revenue Service Form 1099, and Client will not withhold any state or federal employment taxes on the Contractor's behalf. The Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide Client with a properly completed United States Internal Revenue Service Tax Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received.
16. Choice of Law: This Agreement shall be construed under, and governed by, the laws of the State of Arkansas, without giving effect to its conflict of laws principles. Contractor agrees to bring any Federal or State legal proceedings arising under this Agreement in which the State or Client is a party in a court of competent jurisdiction within Arkansas.

17. Counterparts: This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
18. Severability: Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
19. Amendments and Waivers: No amendments to or modifications of this Agreement, and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the Parties hereto. Any waiver by Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, no in any way limit the remedies available to that Party.
20. Binding Effect, Entire Agreement: This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third-party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the Client, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules and attachments) are hereby incorporated into this Agreement by reference:
 - a. Exhibit 1: Paypoint HR's response to the Request for Proposal with associated fees.
21. Cooperative Procurement:


The parties agree that other governmental entities, public agencies, or political subdivisions within the United States may, at their discretion, purchase services under the same terms, conditions, and pricing established in this Agreement. Any such purchase shall be made by separate agreement between PayPoint HR and the participating entity and shall not modify or impact the obligations of the contracting agency. Paypoint HR shall extend the same pricing and terms for the

duration of this Agreement unless otherwise mutually agreed upon by the parties to the separate agreement.

In witness whereof, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date.

City of Farmington, Arkansas

Paypoint HR, LLC

By: 
Name: ERDIE L PENNINGTON
Title: MAYOR
Date: 6-15-20

By: _____
Name: Karin VM Campbell
Title: CEO
Date: _____

Agenda Item 12



ODYSSEY ENGINEERING

July 6, 2026
Farmington City Council

354 W. Main Street
Farmington, AR 72730

Re: South Hunter Estates Large Scale Development – Request to Reinstate Fee in Lieu of Parkland Dedication

Dear Mayor and Members of the Farmington City Council,

On behalf of the owner and applicant for the South Hunter Estates Large Scale Development, we respectfully request that the City Council modify the Planning Commission's recommendation regarding parkland dedication and reinstate the original staff recommendation requiring a fee in lieu of parkland dedication.

As reflected in the Planning Commission meeting of April 27, 2026, City staff initially recommended payment of the City's established fee in lieu of parkland dedication for this development. During the meeting, however, the Planning Commission amended that recommendation by requiring approximately 0.62 acres of dedicated parkland within the development. We respectfully believe that this condition is not in the best interest of either the City or the future residents of South Hunter Estates.

First, requiring on-site parkland significantly impacts the financial feasibility of the project. The development has already undergone substantial revisions to reduce density and create a neighborhood consisting of single-family homes rather than the higher-density development that could have been constructed under the previous MF-2 zoning. The site has already lost multiple units during the design process, and dedicating an additional 0.62 acres would require the removal of even more homes, making the project financially impractical.

Second, a park of this size would provide very little public benefit. After accounting for access requirements and setbacks, the result would simply be an open grassy area with no playground equipment, athletic facilities, or meaningful amenities. Such a space would serve neither the neighborhood nor the broader community in a meaningful way while creating an additional maintenance obligation for the City.

Furthermore, South Hunter Estates is already located within close proximity to existing public recreational facilities. The Farmington Sports Complex is located less than one mile from the development, and Farmington High School's facilities are also within approximately one mile. These existing public amenities already provide substantially greater recreational opportunities than a small isolated parcel could ever offer.

We also believe consistency in the application of City policy is important. Historically, Farmington has almost always accepted a fee in lieu of parkland dedication for developments of this nature. In fact, approximately six months ago, Odyssey Engineering presented the Edgewood Subdivision—located directly across the street from South Hunter Estates—to the Planning Commission. In that case, the Commission requested payment of the fee in lieu rather than requiring dedicated parkland. The differing treatment of two nearly identical developments in the same immediate area creates inconsistency in the development review process and makes it difficult for applicants to reasonably anticipate project requirements.




479.480.3330



OdysseyNWA.com



124 Grant Place, Suite E, Lowell, AR 72745



The original recommendation prepared by City staff appropriately balanced the City's park needs with the realities of developing a constrained site. Payment of the established fee allows the City to invest in larger, more functional public parks that serve the entire community rather than requiring isolated parcels that provide limited recreational value. South Hunter Estates represents a substantial reduction in density from what is currently permitted by zoning and reflects our effort to build a quality single-family neighborhood that complements the surrounding area. We respectfully ask the City Council to support that effort by reinstating the original staff recommendation requiring payment of the fee in lieu of parkland dedication rather than requiring the dedication of approximately 0.62 acres of on-site parkland. Thank you for your consideration of this request and for your continued commitment to thoughtful growth within the City of Farmington.

We appreciate your time and would be happy to answer any questions during the Council meeting.

Respectfully,

Jake Chavis
Owner-Director
Odyssey Engineering + Surveying



Agenda Item 13

ORDINANCE NO. 2026-12

AN ORDINANCE REZONING PROPERTY AT S. HUNTER ST., FROM MF-2 TO MF-1, MULTI-FAMILY, AS REQUESTED BY JAKE CHAVIS

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 Cox Development LLC is zoned MF-2, Multi-Family; and

WHEREAS, after a public hearing on February 23, 2026, the Farmington Planning Commission voted during a regular scheduled meeting to rezone the real property owned by Cox Development from MF-2 Multi-Family to MF-1 Multi-Family.

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 MF-2, Multi-Family to MF-1 Multi-Family, for the real property described in Exhibit "A" which is attached hereto and made a part hereof.

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

SECTION 3. EMERGENCY CLAUSE: That the City Council of the City of Farmington, Arkansas further determines that this ordinance is necessary to adequately promote the of the inhabitants of the City; therefore, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED AND IN EFFECT this 13th day of July 2026.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk

Exhibit A

Parcel no. **760-01533-900**

Address: 325 S Hunter St

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6 PT SE NW 2.09 AC

Parcel no. **760-01533-201**

Address: 357 S Hunter St

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6 PT SE NW 0.37 AC

Parcel no. **760-01533-300**

Address: NA

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6 PT SE NW 2.39 AC FURTHER DESCRIBED FROM 2013-29191 AS: A part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 26, Township 16 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE corner of said 40 acre tract, said point being an existing pipe, thence West along the South line of said 40 acre tract 127.87 feet to an existing iron for the true Point of Beginning; thence N 00'02'18" W, 78.37 feet to an existing iron; thence N 01'19'51" W, 93.10 feet; thence N 00'02'18" W, 161.40 feet to a set iron; thence N 89'00'54" W, 177.17 feet to an existing iron; thence S 44'56' 18" W, 474.39 feet to a set iron on the South line of said 40 acre tract; thence East along the South line of said 40 acre tract 384.19 feet to a set iron; thence N 02'46'00" W, 120.00 feet to a set iron; thence East 86.83 feet to a set iron; thence S 02'46'00" E, 120.00 feet to a set iron on the South line of said 44 acre tract; thence East 43.53 feet to the Point of Beginning, containing 2.42 acres, M/L.

Parcel no. **760-01533-800**

Address: 391 S Hunter St

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6 PT SE NW 0.18 AC FURTHER DESCRIBED FROM 2013-29191 AS: Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-six (26) in Township Sixteen (16) North of Range Thirty-one (31) West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is West 26.21 feet and North 00 degrees 34 minutes 29 seconds West 177.43 feet from the Southeast corner of said forty acre tract and running thence-west 100.00 feet to a set iron pin, thence North 80.00 feet to a found pipe thence East 99.13 feet to a found pipe, thence South 00 degrees 30 minutes 47 seconds East 80 feet to the Point of Beginning, containing 0.18 acres, more or less.

City of Farmington Application for Rezoning

Please fill out this form completely, supply all necessary information to support your request. Your application will not be placed on the agenda for Planning Commission until all information is furnished.

Applicant: Jake Chavis Day Phone: 479-480-3330

Address: 124 Grant Pl. Lowell, AR 72745 Fax: _____

Representative: _____ Day Phone: _____

Address: _____ Fax: _____

Property Owner: Cox Development LLC Day Phone: 479-480-3330

Address: S Hunter St. Farmington, AR 72730 Fax: _____

Indicate where correspondence should be sent (circle one): Applicant -- Representative -- Owner

Describe Proposed Property In Detail (Attach additional pages if necessary)

Property Description

Site Address -- S Hunter St. Farmington, AR 72730

Current Zoning -- MF-2 Proposed Zoning -- MF-1

Attach legal description and site plan (a scaled drawing of the property to be rezoned showing accurate lot lines, surrounding zoning, adjacent owners and a north arrow is required.)

Type of zoning requested and reason for request:

MF-2 is being requested for a high density residential development.

Responsibilities of the Applicant:

1. The applicant shall be responsible for providing the name and address of all adjacent property owners. The notice to all adjacent property owners must be sent by certified mail, return receipt requested at least ten (10) days prior to the Planning Commission meeting. Evidence in the form of a signed Affidavit (see attached), that notice has been given to all adjacent property owners by certified mail, return receipt requested, will be submitted. Notification should be sent after the City of Farmington has accepted the application and the date of the public hearing has been confirmed. The required Affidavit and supporting exhibits (mailing receipts, list of property owners of record and copy

of notice) shall be filed with the City of Farmington no later than seven (7) days prior to the meeting date. A sample notice is attached.

2. Pay a \$25.00 application fee
3. Provide a copy of the deed of the property.
4. Written authorization from the property owner if someone other than the owner will be representing the request.
5. Publish the following notice of public hearing in a newspaper serving the City (*Northwest Times, the Morning News, Arkansas Democrat-Gazette or The Farmington Post*). **THE NOTICE MUST APPEAR IN THE PAPER A MINIMUM OF 15 DAYS BEFORE THE PUBLIC HEARING DATE.**

NOTICE OF PUBLIC HEARING

A petition to rezone the property as described below has been filed with the City of Farmington on the 20 day of January, 2026.

PLACE LEGAL DESCRIPTION OF PROPERTY HERE

Please see attached document.

A public hearing to consider this request to rezone the above described property from MF-2 to MF-1 will be held on the 23 day of February, 2026, at 6:00 p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.

A copy of the proof of publication from the newspaper must be provided to the City 10 days before the meeting.

The City will post a sign on the property at a location visible to the public, notifying the public of the intent to rezone the property.

Applicant/Representative: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City of Farmington may not approve my application or may set conditions on approval.

[Signature] Date 1/19/2026
Applicant Signature

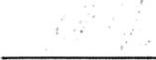
Property Owner/Authorized Agent: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his behalf.)

Kent Co Date 1/19/26
Owner/Agent Signature

AFFIDAVIT

I hereby certify that I Jake Chavis
Print name

acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copy of the notice, mailing receipts, list of property owners of record, return cards, and any notices that were undeliverable.

Signature:  Date: 1/19/2026

**NOTICE OF PUBLIC HEARING BEFORE
THE FARMINGTON PLANNING COMMISSION
ON AN APPLICATION TO REZONE PROPERTY**

To All Owners of land lying adjacent to the property at:

South Hunter Street, Farmington, Arkansas

Location

Cox Development LLC

Owned by

NOTICE IS HEREBY GIVEN THAT an application has been filed for REZONING of the above property from MF-2 to MF-1.

A public hearing on said application will be held by the Farmington Planning Commission at Farmington City Hall, 354 W. Main St. on February 23, 2026 at 6:00 p.m.

All parties interested in this matter may appear and be heard at said time and place; or may notify the Planning Commission of their views on this matter by letter. All persons interested in this request are invited to call or visit the City Business Manager at City Hall, 354 W. Main, 479-267-3865.

AGENT AUTHORIZATION

I (We), Kent Cox, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s), Jake Chavis of Odyssey Engineering, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City of Farmington considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Kent Cox
Property Owner – Signature

Kent Cox
Property Owner - Print

Property Owner – Signature

Property Owner - Print

Parcel no. **760-01533-900**

Address: 325 S Hunter St

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6
PT SE NW 2.09 AC

Parcel no. **760-01533-201**

Address: 357 S Hunter St

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6
PT SE NW 0.37 AC

Parcel no. **760-01533-300**

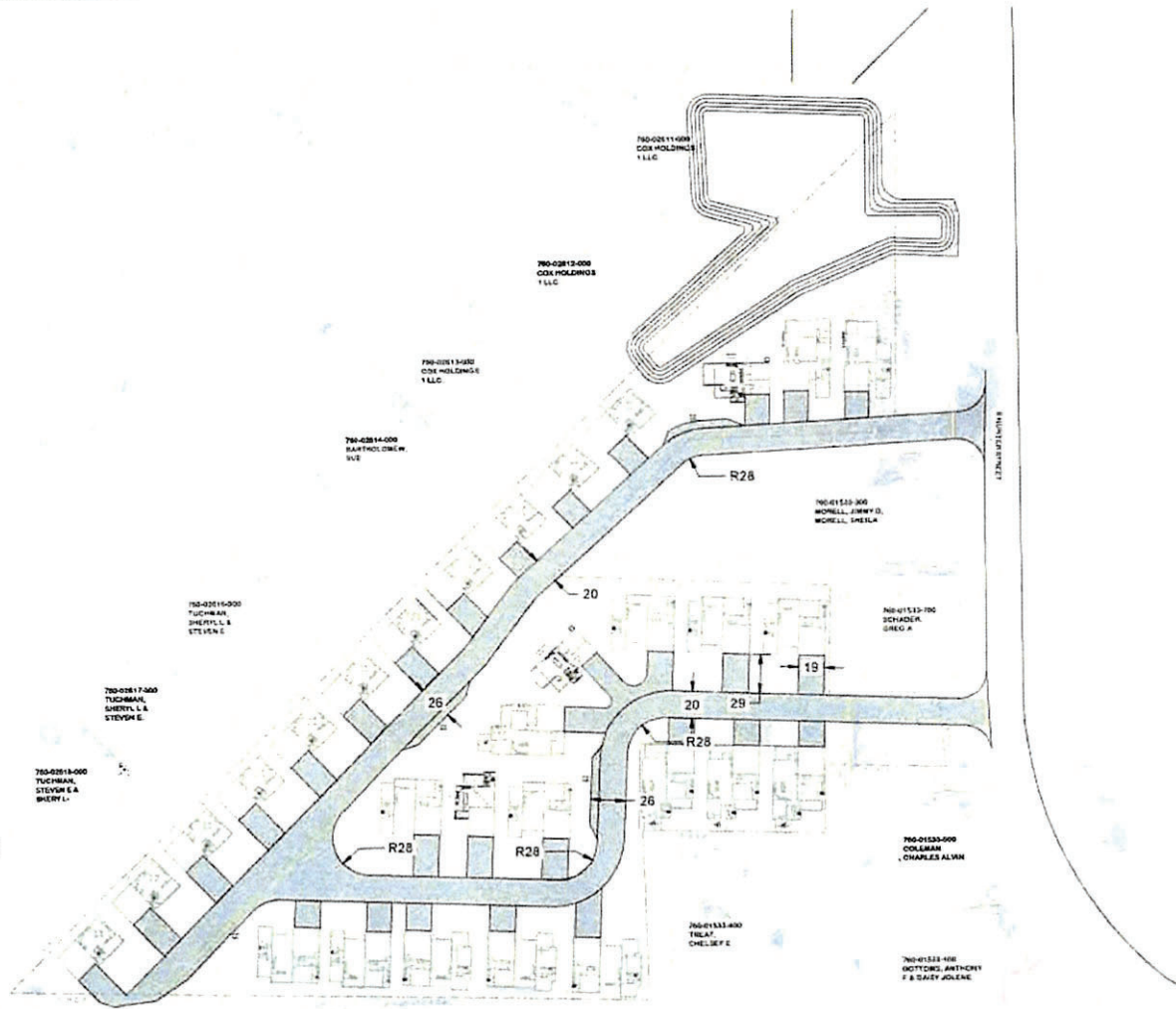
Address: NA

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6
PT SE NW 2.39 AC FURTHER DESCRIBED FROM 2013-29191 AS: A part of the Southeast
Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 26, Township 16 North, Range
31 West, Washington County, Arkansas, being more particularly described as follows:
Commencing at the SE corner of said 40 acre tract, said point being an existing pipe,
thence West along the South line of said 40 acre tract 127.87 feet to an existing iron for the
true Point of Beginning; thence N 00'02'18" W, 78.37 feet to an existing iron; thence N
01'19'51" W, 93.10 feet; thence N 00'02'18" W, 161.40 feet to a set iron; thence N 89'00'54"
W, 177.17 feet to an existing iron; thence S 44'56' 18" W, 474.39 feet to a set iron on the
South line of said 40 acre tract; thence East along the South line of said 40 acre tract
384.19 feet to a set iron; thence N 02'46'00" W, 120.00 feet to a set iron; thence East 86.83
feet to a set iron; thence S 02'46'00" E, 120.00 feet to a set iron on the South line of said 44
acre tract; thence East 43.53 feet to the Point of Beginning, containing 2.42 acres, M/L.

Parcel no. **760-01533-800**

Address: 391 S Hunter St

Legal: ANNEXED INTO CITY OF FARMINGTON FOR 2008 & FOLLOWING YEARS PER 2008-6 PT SE NW 0.18 AC FURTHER DESCRIBED FROM 2013-29191 AS: Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-six (26) in Township Sixteen (16) North of Range Thirty-one (31) West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is West 26.21 feet and North 00 degrees 34 minutes 29 seconds West 177.43 feet from the Southeast corner of said forty acre tract and running thence-west 100.00 feet to a set iron pin, thence North 80.00 feet to a found pipe thence East 99.13 feet to a found pipe, thence South 00 degrees 30 minutes 47 seconds East 80 feet to the Point of Beginning, containing 0.18 acres, more or less.



VICINITY MAP
N.T.S.

SUBMISSION DATA:

UNIT COUNT: 30
 BEDROOMS: 108
 TOTAL AREA: 5.77 ACRES
 RESIDENTIAL DENSITY: 6.94 UNITS/ACRES
 DISTURBED AREA: 0.15 ACRES
 LINEAR FEET OF ROAD: 5,780 LF - RESIDENTIAL
 ADDITIONAL PARKING SPACES: 21

ZONING REQUIREMENTS:

MF-1 (MULTI-FAMILY RESIDENTIAL)
 ALLOWED USES: HIGH DENSITY RESIDENTIAL
 MIN. LAND AREA PER UNIT: 600 SQ. FT.
 MIN. BUILDING AREA: 2,400 SQ. FT.
 SETBACKS:
 FRONT: 25'
 SIDE: 10'
 REAR: 20'

CONCERNS/QUESTIONS:

- ARE WE ALLOWED TO DO THIS AS A "ONE-WAY" DEVELOPMENT WITH THE EXCEPTION IN THE SOUTHWEST CORNER?
- ARE OUR HOUSES TOO CLOSE TO WHERE THE 0'S WILL BE?
- ARE WE PROVIDING ENOUGH PARKING?
- ARE WE ALLOWED TO HAVE 25' WIDE ONE WAY DRIVES?
- ARE OUR HYDRANT STUNDOUTS IN THE CORRECT PLACE?
- SEWER/LINE LOCATION CONNECTION TO ADJACENT ROW REQUIRED FROM EACH UNIT?

PROFESSIONAL SEAL
 NOT FOR CONSTRUCTION

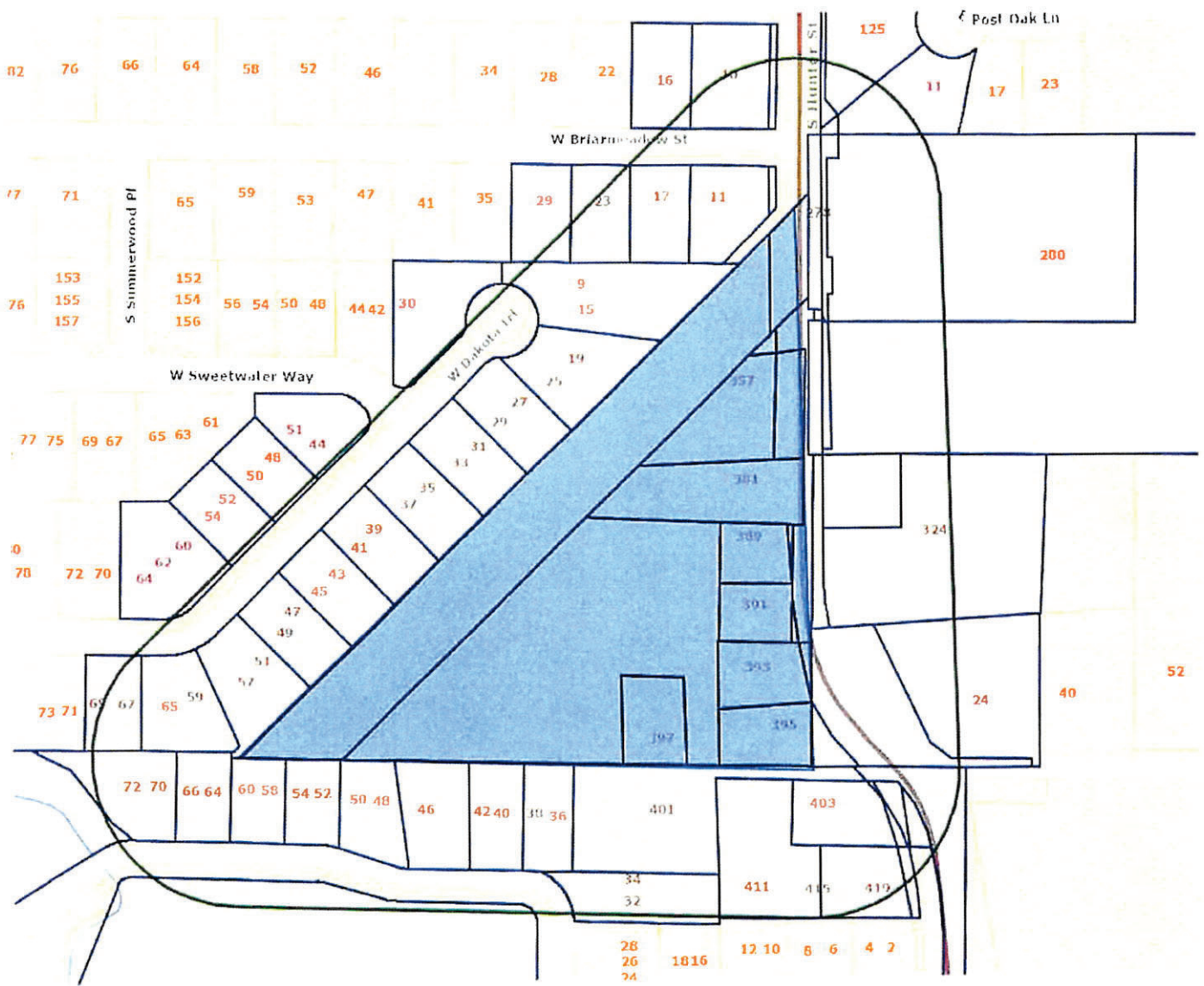
REVISIONS NO.	DATE	REVISION

ODYSSEY ENGINEERING
 124 GRANT PLACE, SUITE E
 LOWELL, AR 72726
 (479) 460-9330
 AR COR. # 4189

COX DEVELOPMENT
 PRELIMINARY CONCEPT
 S HUNTER ST
 FARMINGTON, AR 72730

PROJECT NO.	DESIGNED BY	REVIEWED BY
000133	GM	JC
PLAN DATE:	10.02.20	
SHEET NAME:	CONCEPT 1	
SHEET NO.	1	





Doc ID: 009731950002 Type: REL
Recorded: 03/07/2008 at 01:03:02 PM
Fee Amt: \$11.00 Page 1 of 2
Washington County, AR
Bette Stamps Circuit Clerk
File **2006-00009284**

WARRANTY DEED
(with Relinquishment of Rights)

KNOW ALL MEN BY THESE PRESENTS:

That we, **John L. Hassell, a married person**, hereinafter called Grantors for and in consideration of the sum of Ten Dollars and no/100...(\$10.00) and other good and valuable consideration paid by **Cox Development, LLC, an Arkansas limited liability company**, Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Grantee, and unto Grantee's heirs and assigns forever, the following described property situate in the County of Washington, State of Arkansas, to-wit:

A part of the SE¼ of the NW¼ of Section 26, T-16-N, R-31-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a point in the centerline of Arkansas State Highway No 170, said point being 328 feet North, N 89°00'00" W, 9 feet, and N 00°32'00" W, 90.7 feet from the SE corner of said 40 acre tract and running thence S 86°53'00" W, 225 feet; thence N 44°40'00" E, 212 feet; thence N 82°00'00" E, 75 feet to the centerline of said Highway No. 170; thence S 00°32'00" E, 150 feet to the point of beginning, containing 0.51 acres, more or less. Subject to the Hwy No. 170 Right-of-Way record.

TO HAVE AND TO HOLD The same unto the Grantee and unto Grantee's heirs and assigns forever, with all appurtenances thereunto belonging. And Grantor hereby covenants with Grantee that Grantor will forever warrant and defend the title to the property against all lawful claims whatever except easements, special assessments and restrictions of record, if any.

And I, **Mary R. Hassell**, spouse of said **John L. Hassell**, for and in consideration of the said sum of money, do hereby release and relinquish unto said Grantee, and to Grantee's heirs and assigns forever, all my right and possibility of dower, curtesy and homestead, in and to the above described real property.

WITNESS our hands this 3rd day of March, 2006.



John L. Hassell
John L. Hassell
Mary R. Hassell
Mary R. Hassell

Heritage Land Title of Arkansas
2153 E. Joyce Blvd., Ste. 201
Fayetteville, AR 72703

27215 BH

ACKNOWLEDGMENT

State of Arkansas)
County of Washington)ss.

BE IT REMEMBERED, that on this day came before, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting **John L. Hassell and Mary R. Hassell** to me well known as the Grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 3rd day of March, 2006.



My commission expires:

Brandi Hoskins
Notary Public

Prepared by: Heritage Land Title of Arkansas
2153 E. Joyce Blvd, Suite 201
Fayetteville, Arkansas 72703

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Brandi Hoskins
Grantee or Grantee's Agent

17973 N Sky Light Mtn Rd
Address to send next tax statement

27215BH

Cane Hill AR 72717

File# 2025-00001484

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: 25-072031-500

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, MCSS Holdings, LLC, Grantor, organized under and by virtue of the laws of the State of Arkansas, by and through its Manager, 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, Cox Development, LLC, an Arkansas limited liability company, 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 Manager and its seal affixed this 17th day of January, 2025.

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.

MCSS Holdings, LLC

GRANTEE OR AGENT: _____

By: Michael Howard Fidler
Michael Howard Fidler, Trustee of the
Michael Howard Fidler Revocable
Trust u/t/d May 20, 2005 - Its Manager

GRANTEE'S ADDRESS: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF WASHINGTON)

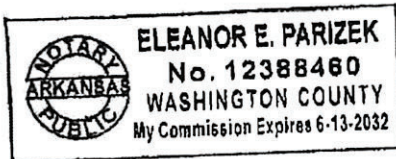
BE IT REMEMBERED that on this 17th day of January, 2025, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Michael Howard Fidler, to me personally well known (or satisfactorily proven to be), who stated that he is e the Manager of MCSS Holdings, LLC, a limited liability company, and is duly authorized in his 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 he 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 17th day of January, 2025.

Eleanor E Parizek
Notary Public

My commission Expires:

6/13/32





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: 225-072031-500

Grantee: COX DEVELOPMENT, LLC
Mailing Address: 17973 N SKYLIGHT MOUNTAIN RD
CANEHILL AR 727179583

Grantor: MCSS HOLDINGS, LLC
Mailing Address: 123 W BUCHANAN ST
PRAIRIE GROVE AR 727533009

Property Purchase Price: \$300,000.00
Tax Amount: \$990.00
County: WASHINGTON
Date Issued: 01/17/2025
Stamp ID: 126682112

Washington County, AR
I certify this instrument was filed on
1/17/2025 12:50:48 PM
and recorded in REAL ESTATE

File# 2025-00001484
Kyla 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): Elly Parizek - Agent
Grantee or Agent Name (signature): [Signature] Date: 1/17/25
Address: 17973 Skylight Mountain Rd
City/State/Zip: Cane Hill AR 72717

Agenda Item 14

ORDINANCE NO. 2026-13

AN ORDINANCE CREATING REQUIREMENTS FOR MASSAGE BUSINESSES; DECLARING AN EMERGENCY; AND, FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council of the City of Farmington, Arkansas, that it is necessary to create requirements for massage businesses. After due consideration and review, the following is deemed reasonable and shall be imposed for the protection and welfare of the citizens of Farmington, Arkansas.

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

SECTION ONE: Definitions, shall be created and read as follows:

- a) **Advertise:** To publish, display, or disseminate information and includes, but is not limited to the issuance of any card, sign, direct mail, or causing or permitting any sign or marking on or in any building or structure or in any newspaper, magazine, directory, or any announcement or display via any televised, computerized, electronic, or telephonic networks or media, including advertising through internet sites, online bulletin boards, or internet forums.
- b) **Equity Holder:** Any person who is a shareholder, partner, member, trustee, or other principal owner of the massage business, who owns ten percent (10%) or greater financial interest in the massage business, whether directly or indirectly through any number of holding entities, partnerships, or trusts.
- c) **Massage Therapy:** The treatment of soft tissues, which may include skin, fascia, and muscles and their dysfunctions for therapeutic purposes of establishing and maintaining good physical condition, comfort, and relief of pain. This service includes gliding, kneading, percussion, compression, vibration, friction, nerve strokes, and stretching the tissue. Massage therapy includes any of the following procedures:
 - 1) Massage therapy techniques and procedures, either hands-on or with mechanical devices;
 - 2) Therapeutic application of oils, herbal or chemical preparations, lubricants, nonprescription creams, lotions, scrubs, powders, and other spa services;
 - 3) Therapeutic application of hot or cold packs;
 - 4) Hydrotherapy techniques;
 - 5) Heliotherapy; which may include mechanical devices, heat lamps, and other devices;
 - 6) Electrotherapy;
 - 7) Any hands-on bodywork techniques and procedures rising to the level of the techniques and procedures intended to be regulated under Arkansas State Law;
 - 8) Cupping therapy
 - 9) **Massage Therapist:** Any massage practitioner as defined in Arkansas Code Annotated 17-86-102.

- d) Specified sexual activity: Which includes, but is not limited to, sexual intercourse, masturbation, sodomy, fellatio, cunnilingus, bestiality, fondling, touching, or erotic stimulation of the human genital areas, pubic regions, buttocks, or female breasts.
- e) Specified anatomical area: Includes but is not limited to genitalia (male or female), buttocks (male or female), and female breasts.

SECTION TWO: Massage Business License Required; Transferability

- a) Upon passage, it shall be unlawful for any person to operate a massage business without possessing a valid massage business license for each premises where the massage business operates.
- b) Each massage business license shall specify the name under which the licensee will operate, the address of the principal place of business, the expiration date, the number of the license, and any other information the City Clerk deems necessary.
- c) The massage business shall display the license in a conspicuous place readily visible to persons entering the licensed premises.

SECTION THREE: State Licensure Requirements

No City of Farmington Privilege Business License / Massage License shall be issued to any business, corporation, entity, individual, partnership, and/or professional who has not met the requirements for certification or business operation set forth by the Arkansas State Board of Health, Arkansas Massage Therapy Laws or Arkansas Rules for Massage Therapy. A copy of the massage therapist's license, master therapist's license, and/or apprentice license for employees must be provided.

SECTION FOUR: Application Requirements; Background Checks

- a) In addition to the other requirements set forth in Business Licenses and Regulations, the application for a massage business license shall include:
 - 1) The full name and any other names under which each equity holder of the applicant is or has been known and the residence address, telephone number, and date of birth of each equity holder of the applicant;
 - 2) A description of the specific types of services to be rendered;
 - 3) Documentary evidence that the officers and managers of the applicant are at least a minimum of eighteen (18) years of age;
 - 4) Documentary evidence that the applicant has or will have possession of the premises to be licensed during the term of the license by ownership, lease, rental, or other arrangement;
 - 5) A statement identifying the zone district of the premises; and
 - 6) A detailed diagram showing the configuration of the premises to be licensed as follows:
 - i. The diagram shall be no larger than eight and one-half inches by eleven inches (8 ½ x 11);

- ii. The diagram shall include the dimensions and total square footage of the premises to be licensed but does not need to be drawn to scale;
 - iii. The diagram shall designate the use of each room or other definitive area of the premises to be licensed;
 - iv. The diagram shall show the type of control of the exterior areas of the premises to be licensed, including, without limitation, fences, walls, and exterior entry/exit points;
 - v. If the premises to be licensed consists of multiple levels, a separate diagram shall be filed for each floor
- b) Each applicant's, principal's, managing agents, and equity holder's criminal history, any conviction or guilty plea to a charge based on dishonesty, fraud, deceit, violence, weapons, substance abuse or narcotics, sexual misconduct or prostitution related misconduct of any kind, regardless of the jurisdiction in which the act was committed, may be considered in a decision to grant, renew, revoke, or suspend the license.
 - c) In the event the licensing official takes into consideration criminal history, the licensing official shall also consider any information provided by the applicant regarding criminal history, evidence of mitigating factors, rehabilitation, character references, and educational achievements, especially those items pertaining to the period of time between the applicant's last criminal conviction and the consideration of the application for license renewal.

SECTION FIVE: Fees and Terms.

Fees and terms are established under Occupational Licenses in Farmington Municode Section 4.20.14

SECTION SIX: Exemptions

- a) Public and private schools accredited by the State Board of Education;
- b) Facilities providing massage services by employees of any governmental entity;
- c) Training rooms of a recognized professional or amateur sports organization, dance troupe, athletic club, school district, or other such athletic organization;
- d) Offices, clinics, and other facilities used by state-licensed health care professionals, other than massage therapists, in the ordinary course of their health care profession. For purposes of this section, a licensed massage therapist may provide massage services in a facility that primarily is used for state-licensed health care services other than massage without obtaining a massage business license;
- e) Barber shops, beauty salons, and other facilities at which barbers and cosmetologists licensed by the state provide massage services in the ordinary course of their professions.

SECTION SEVEN: Denial, Suspension, or Revocation of License

In addition to the grounds set forth in Business Licenses and Regulations, a massage business license may be denied, suspended, or revoked if the applicant, managing agent, principal, or equity holder of the applicant:

- a) Has made a willful misrepresentation in applying for and obtaining a license;
- b) Has previously been denied a license under this part or has had a license issued under this part suspended or revoked;
- c) Has had a massage business license/permit revoked or suspended in another jurisdiction;
- d) Applicant's operation of a massage business would be a threat to the public health or safety;
- e) Has violated any provision of this part or any other applicable law;
- f) Has failed within the required timeframe to remit payment for the City for any fees incurred pursuant to this Code;
- g) Has been convicted of operating with a license under this part or performing any act for which a license is required under this part; or
- h) Has violated any provisions of this General Licensing Code;

SECTION EIGHT: Unlawful Acts and Violations

- a) It shall be unlawful for any person to:
 - 1) Directly or indirectly, personally or through an agent or employee, conduct any massage business, or to use in connection with the massage business on premises, in whole or in part, without possessing a valid massage business license for each premises the massage business operates;
 - 2) Make a willful misrepresentation in applying for or obtaining a massage business license;
 - 3) Flee, or attempt to flee, or elude inspection pursuant to this part;
- b) It shall be unlawful for any principal or managing agent of a massage business to:
 - 1) Employ any person as a massage therapist or to allow anyone person to work as a massage therapist in a massage business who does not possess both a valid government-issued, photographic identity card and a massage therapist license.
 - 2) Encourage, permit, or tolerate any employee or client of the massage business to engage in specified sexual activities or to expose the employee's specified anatomical areas within the premises.
 - 3) Fail to keep records as required by this part or fail to permit inspection of records as required by this part.
 - 4) Fail to immediately report to law enforcement any specified sexual activities in a massage business between an employee of the massage business and a client.
 - 5) Permit the massage business premises to be used for living or sleeping quarters for any person when not otherwise permitted by this Code.
- c) It shall be unlawful for any massage business to advertise specified sexual activities, prostitution, escort services, or other sexual services or to employ language in the text of any advertising or any images that would reasonably suggest.

to prospective client that any specified sexual activities are available through the massage business or at the licensed premises.

- d) It shall be unlawful for any massage business to operate between the hours of eight o'clock (8:00) P.M. and eight o'clock (8:00) A.M., inclusive.
- e) Each principal, managing agent, and equity holder shall not violate, or permit to be violated any local, State, or Federal law based on acts of dishonesty, fraud, deceit, violence, weapons, substance abuse or narcotics, sexual misconduct, prostitution related misconduct of any kind, or human trafficking laws, whether or not the acts were committed in the State of Arkansas

SECTION NINE: Records and Inspections; Enforcement

- a) The provisions of this Chapter shall be enforced by the Farmington Code Enforcement Office and the Farmington Police Department.
- b) The managing agents and principals shall keep and maintain records for all employees and independent contractors of the massage business during the term of the person's employment and for at least three (3) years thereafter. These records shall, at a minimum, contain the following: name, age, current address and telephone numbers, description of the duties and responsibilities of the person, a copy of the valid government-issued identification card of the person, and any other information reasonably required by the City Clerk's Office. The records shall include a copy of the massage therapist license held by any massage therapist working on the premises.
- c) The Code Enforcement Office and Farmington Police Department may inspect each licensed massage business to determine compliance with the provisions of this part. The Code Enforcement Office or Farmington Police Department shall inspect the premises and records at any reasonable time during the hours of operation or apparent activity. The licensed premises, including any places of storage, shall be open and made immediately available for inspection. Where any part of the licensed premises consists of a locked area, the area shall be unlocked and made available for inspection without delay upon request of the Code Enforcement Office or Farmington Police Department.

SECTION TEN: Notice of Unlicensed Massage Business

Where the Code Enforcement Office or the Farmington Police Department determines that an unlicensed premises is being used to operate a massage business, in addition to any other notice provided for in Business Licenses and Regulations, the Code Enforcement Office or the Farmington Police Department may provide notice of the requirements of this part to the owner and occupants by affixing a notice to the principal entrance of the unlicensed premises and by mailing notice to the property owner as their address appears on the tax records of the County Assessor.

SECTION ELEVEN:

All Ordinances, parts of Ordinances, or previous actions taken by said Council in conflict herewith are hereby repealed to the extent of such conflict.

SECTION TWELVE: Emergency Clause.

This Ordinance, necessary for the continued efficient delivery of public services and for the benefit, health, safety, and welfare of the citizens of Farmington, should be implemented immediately to all applicable current and future businesses. Therefore, an emergency is hereby declared, and this Ordinance shall be in force and effect from and after its date of passage.

APPROVED AND ADOPTED THIS 13th DAY OF JULY 2026

CITY OF FARMINGTON, ARKANSAS

ERNIE PENN, MAYOR

ATTEST:

KELLY PENN, CITY CLERK

Agenda Item 15

RESOLUTION NO. 2026-10

A RESOLUTION IN SUPPORT OF AN APPLICATION FOR THE TECHNOLOGY AND EQUIPMENT GRANT.

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

WHEREAS, the Technology & Equipment Grant is making funds available in the form of grant funding; and

WHEREAS, if awarded this grant, the police department will purchase Ballistic Shields for every officer to be issued and carry in their assigned patrol vehicle. These shields are potential lifesaving equipment and will be available to them at any time; and

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

That the City Council and Mayor hereby support the application of grant funding for the Technology & Equipment Grant for the Farmington Police Department and if the grant is awarded, will purchase Ballistic Shields for our officers.

PASSED AND APPROVED on this 13th day of July 2026.

APPROVED:

ERNIE PENN, MAYOR

ATTEST:

KELLY PENN
CITY CLERK



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

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

From: JIMMY BROTHERTON
Re: FY26 Technology & Equipment Grant
Date: July 13, 2026

Recommendation

If awarded the Technology & Equipment Grant, the police department intends to purchase Ballistic Shields for every officer to be issued and carry in their assigned patrol vehicle.

Background

Ballistic Shields are an excellent resource for patrol officers to have in their vehicles when responding to calls for service. These shields are potential lifesaving equipment and would allow for each officer to always have this equipment available to them at any time.

Discussion

The police department applied for this grant late last month. The total cost requested for this grant \$90,399.99 and does not require matching funds from the city. These Ballistic Shields will be purchased as soon as the funds are received,

Budget Impact

\$0



Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the "Track My Application" link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT14689023
UEI:	ZCCJVEMQ2ZE6
Submitter's Name:	James W Brotherton
Assistance Listing Number:	16.710
Assistance Listing Title:	Public Safety Partnership and Community Policing Grants
Funding Opportunity Number:	O-COPS-2026-172583
Funding Opportunity Description:	FY26 COPS Technology and Equipment Program
Agency Name:	Community Oriented Policing Services
Application Name of this Submission:	City of Farmington, Arkansas Police Department
Date/Time of Receipt:	Jun 26, 2026 09:35:38 AM EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://apply07.grants.gov/apply/spoExit.jsp?p=applicants/grant-applications/track-my-application?tracking_num=GRANT14689023

It is suggested you Save and/or Print this response for your records.

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-COPS-2026-172583
Opportunity Title:	FY26 COPS Technology and Equipment Program
Opportunity Package ID:	PKG00293023
Assistance Listing Number:	16.710
Assistance Listing Title:	Public Safety Partnership and Community Policing Grants
Competition ID:	
Competition Title:	
Opening Date:	06/02/2026
Closing Date:	07/16/2026
Agency:	Community Oriented Policing Services
Contact Information:	COPS Office Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01701077
Application Filing Name:	City of Farmington, Arkansas Police Department
UEI:	ZCCJVEMQ2ZE6
Organization:	CITY OF FARMINGTON
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Jun 26, 2026 09:24:18 AM EDT
Form State:	No Errors

FORM ACTIONS:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Community Oriented Policing Services

11. Assistance Listing Number:

16.710

Assistance Listing Title:

Public Safety Partnership and Community Policing Grants

*** 12. Funding Opportunity Number:**

O-COPS-2026-172583

* Title:

FY26 COPS Technology and Equipment Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

FY26 Areas Affected.docx

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Farmington, Arkansas - Police Department
FY26 COPS Technology and Equipment Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="90,399.99"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="90,399.99"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:



FARMINGTON POLICE DEPARTMENT
P.O. BOX 150 / 354 WEST MAIN
FARMINGTON, AR 72730
TELEPHONE (479) 267-3411
FAX (479) 267-5897



FY26 COPS Technology and Equipment Program
Areas Affected by Project

The areas affected by this project will not only include the City of Farmington, but potentially Washington County as a whole. If awarded this grant, all Farmington Police Officers would have this potential life saving equipment in their patrol vehicles when responding to calls for service within the City of Farmington and when assisting other local agencies with calls for service.

16 lights
no view port



Quotation

Quote Number 2026-42477
Terms Net 30 Days
Date 06/13/2026
Sales Person Bill Erwin
Valid Until 07/13/2026
Shipping Fedex
Contract Number
Cooperative

Ship To Bill To
Josh Howerton Josh Howerton
Farmington Police Department Farmington Police Department
[AR] [AR]
354 West Main Street 354 West Main Street
Farmington, AR 72730 Farmington, AR 72730
United States United States
479-267-3411 479-267-3411
joshuahhowerton@cityoffarming joshuahhowerton@cityoffarming
ton-ar.gov ton-ar.gov

#	Qty.	Product	Item Code	List Price	Unit Price	Ext. Price
1	20	FlexShield Mobile Active Shooter Shield, Black	BEKAFLEXSKB	\$ 5,500.00	\$ 4,500.00	\$ 90,000.00
2	20	CO2-Patrone max. 26g mit Bajo (Dangerous Good)	BEKACO2	\$ 60.00	\$ 0.00	\$ 0.00
3	0	CO2-Patrone max. 26g mit Bajo (Dangerous Good)	BEKACO2	\$ 60.00	\$ 45.00	\$ 0.00
4	0	Police Patch	BEKAPOL	\$ 20.00	\$ 20.00	\$ 0.00

Quotation Totals

Currency: US Dollar
Subtotal: \$ 90,000.00
Shipping Provider: Fedex
Shipping: \$ 399.99
Total: \$ 90,399.99

Quotation Accepted By

Quote Number 2026-42477
P.O. Number
Tax Exempt #
Print Name _____
Title _____
Signature _____
Date _____

STOP STICK®

TACTICAL PROTECTION



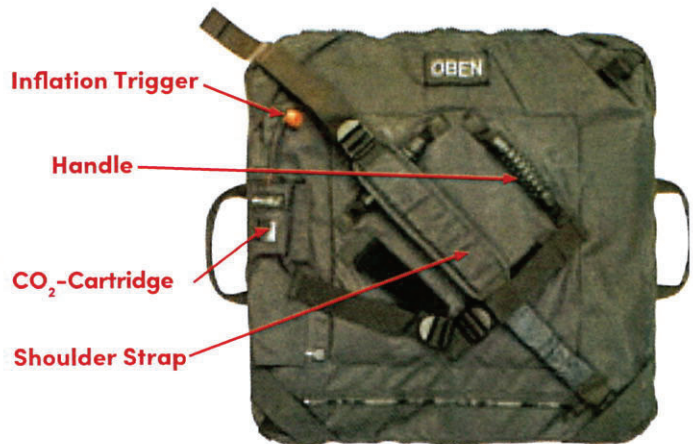
Bonowi™ FlexShield

Foldable NIJ Level III Ballistic Shield

Bonowi™ FlexShield is the premier ballistic back up for **HIGH-RISK** situations, including **ACTIVE SHOOTER SCENARIOS, WARRANTS,** and **DOMESTIC SITUATIONS.** Bonowi™ FlexShield offers both NIJ Level III ballistic hard rifle-rated plates and Level IIIA soft ballistic protection in a compact foldable design

Bonowi™ FlexShield incorporates Bonowi's Airframe™ technology, allowing it to be made rigid by using a CO2 cartridge/ A shoulder sling provides additional support and enables the wearer to use both hands without removing the shield when needed.

Bonowi™ FlexShield is compact enough that it easily fits between the door and seat of any patrol vehicle, allowing the user additional ballistic protection when needed.



Bonowi™ FlexShield	Weight	Dlmentsions	Color(s)
BEKAFLEX	25 Lbs	24" x 24" x 1.5"	Black/ Olive





STOP STICK®

www.bonowiusa.com



Bonowi Hart Armour

-  The Bonowi™ FlexShield, measures 24 x24 inches, and can be folded and stowed in a compact carry bag.
-  NIJ Level III rifle plates can easily be removed or replaced if damaged, no need to replace the entire
-  NIJ Level III certified rifle plates included, capable of stopping NIJ Rifle ammunition.
-  Bonowi™ FlexShield offers additional trauma protection against stabbing weapons such as blades, and spikes.
-  Additional impact protection is added to the forearm area to reduce trauma when shot

-  An internal Airframe™ bladder is integrated into the shield for additional rigidity using a CO₂ cartridge, Bonowi™ FlexShield inflates in under 2 seconds.
-  Multiple shields can be connected to each other via connecting zippers to expand the protected area
-  Linked shields ca also be used as a stretcher to transport injured victims
-  The Bonowi™ FlexShield offers high tactical value and maximum protection compared to conventional ballistic shields.



Bonowi™ FlexShield	Weight	Dlmentions	Color(s)
BEKAFLEX	25 Lbs	24" x 24" x 1.5"	Black/ Olive

STOP STICK Ltd.
365 Industrial Dr. Harrison OH 45030

Direct: 859.361.1718
Office: 513.202.5658

berwin@stopstick.com
www.bonowiusa.com

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="Completed by Grants.gov upon submission."/>	4. Applicant Identifier: <input type="text" value="City of Farmington, Arkansas"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
---	--

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
--	--

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="City of Farmington, Arkansas"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="71-0439608"/>	* c. UEI: <input type="text" value="ZCCJVEMQ2ZE6"/>

d. Address:

* Street1:	<input type="text" value="354 W. Main Street"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Farmington"/>
County/Parish:	<input type="text" value="Washington"/>
* State:	<input type="text" value="AR: Arkansas"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="727302615"/>

e. Organizational Unit:

Department Name: <input type="text" value="Farmington Police Department"/>	Division Name: <input type="text"/>
--	---

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="James"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Brotherton"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="Captain"/>
--

Organizational Affiliation: <input type="text"/>
--

* Telephone Number: <input type="text" value="(479) 267-3411"/>	Fax Number: <input type="text" value="(479) 267-5897"/>
--	--

* Email: <input type="text" value="jimmybrotherton@cityoffarmington-ar.gov"/>
--

Agenda Item 16

RESOLUTION NO. 2026-11

**A RESOLUTION IN SUPPORT OF AN APPLICATION FOR THE
FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT.**

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

WHEREAS, the Firehouse Subs Public Safety Foundation Grant is making funds available in the form of grant funding; and

WHEREAS, if awarded this grant, the police department will purchase Level IV body armor (rifle plates) with tactical carriers, Crisis Response Kits and three (3) Mass Crisis Response Kits for the Farmington Police Department. The Level IV body armor (rifle plates) are designed to protect against high-velocity rifle rounds. Each Crisis Response Kit contains lifesaving equipment to treat up to four (4) individuals, and each Mass Crisis Response Kit can treat up to forty (40) individuals; and

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

That the City Council and Mayor hereby support the application of grant funding for the Firehouse Subs Public Safety Foundation Grant for the Farmington Police Department and if the grant is awarded, will purchase Ballistic Shields for our officers.

PASSED AND APPROVED on this 13th day of July 2026.

APPROVED:

ERNIE PENN, MAYOR

ATTEST:

KELLY PENN
CITY CLERK



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

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

From: Josh Howerton
Re: Firehouse Subs Public Safety Foundation Grant
Date: 7/13/26

Recommendation

If awarded the Firehouse Subs Public Safety Foundation, the police department intends to purchase Level IV body armor (rifle plates) with tactical carriers, Crisis Response Kits and 3 Mass Crisis Response Kits.

Background

Level IV body armor (rifle plates) are designed to protect against high-velocity rifle rounds. These armor inserts can be worn along with officers daily soft body armor or deployed during high-risk incidents like active shooter events or barricaded subjects. Each Crisis Response Kit contains life saving equipment to treat up to 4 individuals and each Mass Crisis Response Kit can treat up to 40 individuals. The Crisis Response Kits can be utilized for any medical call from a vehicle accident to an active shooter incident.

Discussion

The police department applied for this grant on July 9th, 2026. If awarded this grant the Police Department would issue each officer a set of Level IV plates with a carrier and a Crisis Response Kit. The two SRO's would each be issued one of the Mass Crisis Response Kits and then one would be kept at the Police Department for on duty officers needing to respond to a major incident. The total amount requested for this grant is \$34,174.50 and does not require matching funds from the city. All items will be purchased as soon as the funds are received.

Budget Impact

\$0

FRAS LEVEL IV PLATES



CRISIS RESPONSE KITS



MASS CRISIS RESPONSE KITS

