



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

AMENDED CITY COUNCIL AGENDA
January 9, 2017

A regular meeting of the Farmington City Council will be held on
Monday, January 9, 2017 at 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes - December 12, 2016 City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments. **Howard Carter to be appointed a Planning Commissioner to fill unexpired term of Sean Schader until Feb. 2018. Reappoint Planning Commissioner's that have terms that expire February 2017.**
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
 - e. Finance Committee
 - f. Historic Preservation Committee
10. Items to be removed from City of Farmington Inventory

NEW BUSINESS

11. Semi Annual report on Ozark Regional public transit in Farmington.
12. Request approval of contracts from Earthplan Design Alternatives, PA for MS4 Stormwater Compliance and Floodplain Administration.
13. Request approval to purchase Traffic Controller Cabinet.

INFORMATIONAL ITEMS:

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

Minutes of the Regular Farmington City Council Meeting December 12, 2016

The regular meeting of the Farmington City Council scheduled for Monday December 12, 2016 was called to order at 6:00 pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Aldermen answered to their names: Patsy Pike, Sherry Mathews Keith Lipford, Linda Bell, Brenda Cunningham, Bobby Morgan, Diane Bryant and Shelly Parsley. Also present were City Business Manager Melissa McCarville and City Attorney Tennant. Mayor Penn led the Pledge of Allegiance.

Comments from Citizens – None

Approval of the minutes for the November 14, 2016 regular meeting of the city council.

On the motion of Alderman Lipford and seconded by Alderman Cunningham and by the consent of all members present, the minutes for the meeting were approved as presented.

Financial Reports – City Clerk Penn advised that city sales tax was up \$5,742.05 county sales tax was up \$4128.82 for a total increase of \$9870.87.

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

On the motion of Alderman Morgan and seconded by Alderman Lipford and by the consent of all members present, the motion was approved.

Proclamations, Special Announcements, Committee/Commission Appointments. Committee Reports – Mayor Penn recognized the Farmington FFA Livestock Judging Team for their outstanding accomplishments in 2016. They won the state completion by the largest margin in 10 years and placed third at the national competition and will represent the United States in international competition in 2017. Mayor Penn announced city employee Jimmy Story retired from the city after 22 years of service and Jenna Swain will be leaving the Parks Department in July to attend the University of Alabama Master's Program.

Items to be removed from City of Farmington Inventory – Dell Latitude E5420 Laptop, serial #B8P5MQ1, tag #392 from City Inventory and Dell Optiplex 380, serial 41446048393, Tag #604 from Police Department.

A motion was made by Alderman Bryant and seconded by Alderman Bell to approve the removal of the Dell Latitude E5420 Laptop, serial #B8P5MQ1, tag #392 from City Inventory and Dell Optiplex 380, serial 41446048393, Tag #604 from Police Department. It was approved by all those present.

Unfinished Business – Discussion of Property at 450 W. Main

A motion was made Alderman Lipford and seconded by Alderman Morgan to pass on the purchase of the property at 450 W. Main Street. It was approved by all those present.

New Business

Resolution 2016-05 A resolution for the adoption of the amended budget for the City of Farmington, Arkansas for the 12 months beginning January 1, 2016 and December 31, 2016; appropriating money for each item, and for other purposes.

A motion was made by Alderman Bryant and seconded by Alderman Cunningham to approve Resolution 2016-05. It was approved by all those present.

Resolution 2016-06 A resolution adopting comprehensive land use plan for the City of Farmington, Arkansas

City Business Manager McCarville advised that there was no input from the public at the public hearing. A motion was made by Alderman Bryant and seconded by Alderman Lipford to approve Resolution 2016-06. It was approved by all those present.

Resolution 2016-07 A resolution providing for the adoption of a budget for the city of Farmington, Arkansas for the twelve (12) months beginning January 1, 2017 and ending December 31, 2017 appropriating money for each item of expenditure therein provided for; and other purpose.

Mayor Penn advised their no changes to the budget from 2016 to 2017 except the 3% Cost of living raise for employees. A motion was made by Alderman Bell and seconded by Alderman Lipford to approve Resolution 2016-07. It was approved by all those present.

There being no further business to come before the council and on the motion of Alderman Bryant and seconded by Alderman Cunningham and by the consent of all members present, the meeting adjourned at 6:29 pm until the next regularly scheduled meeting to be held Monday January 9, 2017 at 6:00 pm, in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

City Clerk Kelly Penn

SALES TAX REPORT

12/01/16 to 12/31/16

	Dec 2016	Dec 2015
	Dec 2016	Dec 2015
	Actual	Actual
<hr/>		
Revenue		
ALCOHOL SALES TAX	201.10	162.70
CITY SALES TAX REVENUES	139,665.49	41,174.34
SALES TAX - OTHER	59,966.31	94,349.22
STREET CITY SALES TAX	14,796.57	27,449.54
Total Revenue	\$214,629.47	\$163,135.80
Total Gross Profit	\$214,629.47	\$163,135.80
Total Net Income (Loss) From Operations	\$214,629.47	\$163,135.80
Total Net Income (Loss)	\$214,629.47	\$163,135.80

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		Annual Budget	
	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016
	Actual	Budget	Variance		Variance		Variance		Variance	

Revenue & Expenditures
GENERAL REVENUES

Revenue

ACCIDENT REPORT REVENUES	1,230.00	600.00	630.00	600.00	630.00	600.00	630.00
ACT 1256 REVENUES	23,749.50	0.00	23,749.50	0.00	23,749.50	0.00	23,749.50
ACT 833	20,499.15	17,000.00	3,499.15	17,000.00	3,499.15	17,000.00	3,499.15
ALCOHOL SALES TAX	3,115.10	2,278.00	837.10	2,278.00	837.10	2,278.00	837.10
ANIMAL CONTROL REVENUES	2,640.00	2,500.00	140.00	2,500.00	140.00	2,500.00	140.00
BUILDING INSPECTION FEES	130,137.00	60,000.00	70,137.00	60,000.00	70,137.00	60,000.00	70,137.00
BUSINESS LICENSES	5,600.00	5,000.00	600.00	5,000.00	600.00	5,000.00	600.00
CITY COURT FINES	35,797.84	48,000.00	(12,202.16)	48,000.00	(12,202.16)	48,000.00	(12,202.16)
CITY SALES TAX REVENUES	611,167.13	491,957.00	119,210.13	491,957.00	119,210.13	491,957.00	119,210.13
CITY SALES TAX REVENUES - 199	628,493.14	0.00	628,493.14	0.00	628,493.14	0.00	628,493.14
CITY SALES TAX REVENUES - 200	628,493.16	0.00	628,493.16	0.00	628,493.16	0.00	628,493.16
COUNTY TURNBACK	415,135.20	400,000.00	15,135.20	400,000.00	15,135.20	400,000.00	15,135.20
DEVELOPMENT FEES	20,628.50	7,000.00	13,628.50	7,000.00	13,628.50	7,000.00	13,628.50
FINES/LOST ITEMS	5,240.13	0.00	5,240.13	0.00	5,240.13	0.00	5,240.13
FRANCHISE FEES	349,006.84	350,000.00	(993.16)	350,000.00	(993.16)	350,000.00	(993.16)
GARAGE SALE PERMITS	2,850.00	3,000.00	(150.00)	3,000.00	(150.00)	3,000.00	(150.00)
GRANTS	38,530.00	0.00	38,530.00	0.00	38,530.00	0.00	38,530.00
INSTALLMENT FEES	4,067.50	0.00	4,067.50	0.00	4,067.50	0.00	4,067.50
INTEREST REVENUES	2,942.24	2,000.00	942.24	2,000.00	942.24	2,000.00	942.24
MISCELLANEOUS REVENUES	27,085.56	1,200.00	25,885.56	1,200.00	25,885.56	1,200.00	25,885.56
PARK RENTAL	1,220.00	1,200.00	20.00	1,200.00	20.00	1,200.00	20.00
SALES TAX - OTHER	1,070,824.24	1,051,956.00	18,868.24	1,051,956.00	18,868.24	1,051,956.00	18,868.24
SEWER SURCHARGE	240,855.75	0.00	240,855.75	0.00	240,855.75	0.00	240,855.75
SPORTS COMPLEX FEES	52,507.78	50,000.00	2,507.78	50,000.00	2,507.78	50,000.00	2,507.78
SRO REIMBURSEMENT REVENUES	34,815.72	35,000.00	(184.28)	35,000.00	(184.28)	35,000.00	(184.28)
STATE TURNBACK	95,411.63	100,000.00	(4,588.37)	100,000.00	(4,588.37)	100,000.00	(4,588.37)
WASHINGTON CO LIBRARY REVE	145,032.00	0.00	145,032.00	0.00	145,032.00	0.00	145,032.00
Revenue	\$4,597,075.11	\$2,628,691.00	\$1,968,384.11	\$2,628,691.00	\$1,968,384.11	\$2,628,691.00	\$1,968,384.11
Gross Profit	\$4,597,075.11	\$2,628,691.00	\$0.00	\$2,628,691.00	\$0.00	\$2,628,691.00	\$0.00

Expenses

ADDITIONAL SERVICES EXPENSE	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00	3,000.00
Expenses	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00
Revenue Less Expenditures	\$4,594,075.11	\$2,628,691.00	\$0.00	\$2,628,691.00	\$0.00	\$2,628,691.00	\$0.00

ACT 833 FUND, ADMIN OF JUSTICE FUND, BANK OF OZARKS SEWER CONSTRUCTION FUND, BASEBALL CONSTRU

Statement of Revenue and Expenditures

	Year-To-Date Jan 2016 Dec 2016 Actual	Year-To-Date Jan 2016 Dec 2016 Budget	Year-To-Date Jan 2016 Dec 2016 Variance	Annual Budget Jan 2016 Dec 2016	Annual Budget Jan 2016 Dec 2016 Variance
Other Revenue					
PAYROLL REIMB FROM GENERAL	1,604,524.35	0.00	1,604,524.35	0.00	1,604,524.35
PAYROLL REIMB FROM LIBRARY	92,035.08	0.00	92,035.08	0.00	92,035.08
PAYROLL REIMB FROM STREET	165,726.89	0.00	165,726.89	0.00	165,726.89
Other Revenue	\$1,862,286.32	\$0.00	\$1,862,286.32	\$0.00	\$1,862,286.32
Net Change in Fund Balance	\$6,456,361.43	\$2,628,691.00	\$0.00	\$2,628,691.00	\$0.00

ACT 833 FUND, ADMIN OF JUSTICE FUND, BANK OF OZARKS SEWER CONSTRUCTION FUND, BASEBALL CONSTRU

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		Annual Budget	
	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016
	Actual	Budget	Variance		Variance		Variance		Variance	
ADMINISTRATIVE DEPT										
Revenue										
BOND PROCEEDS	4,581.46	0.00	4,581.46	0.00	0.00	0.00	4,581.46	0.00	0.00	4,581.46
TRANS FROM GENERAL FUND	51,000.00	0.00	51,000.00	0.00	0.00	0.00	51,000.00	0.00	0.00	51,000.00
Revenue	\$55,581.46	\$0.00	\$55,581.46	\$0.00	\$0.00	\$0.00	\$55,581.46	\$0.00	\$0.00	\$55,581.46
Gross Profit	\$55,581.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses										
ADDITIONAL SERVICES EXPENSE	174,120.23	185,000.00	(10,879.77)	185,000.00	(10,879.77)	185,000.00	(10,879.77)	185,000.00	(10,879.77)	185,000.00
ADVERTISING EXPENSE	2,295.81	5,000.00	(2,704.19)	5,000.00	(2,704.19)	5,000.00	(2,704.19)	5,000.00	(2,704.19)	5,000.00
BUILDING MAINT & CLEANING	139,541.18	40,000.00	99,541.18	40,000.00	99,541.18	40,000.00	99,541.18	40,000.00	99,541.18	40,000.00
CAPITAL IMPROVEMENT	174,706.25	0.00	174,706.25	0.00	174,706.25	0.00	174,706.25	0.00	174,706.25	0.00
ELECTION EXPENSES	3,969.17	0.00	3,969.17	0.00	3,969.17	0.00	3,969.17	0.00	3,969.17	0.00
GRANT EXPENSE	8,852.89	0.00	8,852.89	0.00	8,852.89	0.00	8,852.89	0.00	8,852.89	0.00
INSURANCES EXPENSE	21,876.76	30,656.00	(8,779.24)	30,656.00	(8,779.24)	30,656.00	(8,779.24)	30,656.00	(8,779.24)	30,656.00
LEGAL FEES	8,909.85	10,000.00	(1,090.15)	10,000.00	(1,090.15)	10,000.00	(1,090.15)	10,000.00	(1,090.15)	10,000.00
LOAN PAYMENT AND INTEREST	1,026,691.34	0.00	1,026,691.34	0.00	1,026,691.34	0.00	1,026,691.34	0.00	1,026,691.34	0.00
MATERIALS & SUPPLIES EXPENSE	9,686.09	22,000.00	(12,313.91)	22,000.00	(12,313.91)	22,000.00	(12,313.91)	22,000.00	(12,313.91)	22,000.00
MISCELLANEOUS EXPENSE	50,620.05	2,000.00	48,620.05	2,000.00	48,620.05	2,000.00	48,620.05	2,000.00	48,620.05	2,000.00
NEW EQUIPMENT PURCHASE	20,819.45	16,000.00	4,819.45	16,000.00	4,819.45	16,000.00	4,819.45	16,000.00	4,819.45	16,000.00
PAYROLL EXP - CITY ATTRNY	62,907.24	32,175.00	30,732.24	32,175.00	30,732.24	32,175.00	30,732.24	32,175.00	30,732.24	32,175.00
PAYROLL EXP - ELECTED OFFICIA	150,964.45	83,500.00	67,464.45	83,500.00	67,464.45	83,500.00	67,464.45	83,500.00	67,464.45	83,500.00
PAYROLL EXP - REGULAR	480,711.11	236,443.00	244,268.11	236,443.00	244,268.11	236,443.00	244,268.11	236,443.00	244,268.11	236,443.00
PLANNING COMMISSION	21,754.64	19,400.00	2,354.64	19,400.00	2,354.64	19,400.00	2,354.64	19,400.00	2,354.64	19,400.00
POSTAGE EXPENSE	3,082.85	4,000.00	(917.15)	4,000.00	(917.15)	4,000.00	(917.15)	4,000.00	(917.15)	4,000.00
PROFESSIONAL SERVICES	102,172.70	41,500.00	60,672.70	41,500.00	60,672.70	41,500.00	60,672.70	41,500.00	60,672.70	41,500.00
REPAIR & MAINT - OFFICE EQUIP	1,090.13	5,000.00	(3,909.87)	5,000.00	(3,909.87)	5,000.00	(3,909.87)	5,000.00	(3,909.87)	5,000.00
TECHNICAL SUPPORT	7,243.71	11,000.00	(3,756.29)	11,000.00	(3,756.29)	11,000.00	(3,756.29)	11,000.00	(3,756.29)	11,000.00
TRANS TO BOND	4,581.46	0.00	4,581.46	0.00	4,581.46	0.00	4,581.46	0.00	4,581.46	0.00
TRAVEL, TRAINING & MEETINGS	7,121.40	15,000.00	(7,878.60)	15,000.00	(7,878.60)	15,000.00	(7,878.60)	15,000.00	(7,878.60)	15,000.00
UTILITIES EXPENSES	46,598.13	50,000.00	(3,401.87)	50,000.00	(3,401.87)	50,000.00	(3,401.87)	50,000.00	(3,401.87)	50,000.00
Expenses	\$2,530,316.89	\$808,674.00	\$1,721,642.89	\$808,674.00	\$1,721,642.89	\$808,674.00	\$1,721,642.89	\$808,674.00	\$1,721,642.89	\$808,674.00
Revenue Less Expenditures	(\$2,474,735.43)	(\$808,674.00)	\$0.00	(\$808,674.00)	\$0.00	(\$808,674.00)	\$0.00	(\$808,674.00)	\$0.00	(\$808,674.00)
Net Change in Fund Balance	(\$2,474,735.43)	(\$808,674.00)	\$0.00	(\$808,674.00)	\$0.00	(\$808,674.00)	\$0.00	(\$808,674.00)	\$0.00	(\$808,674.00)

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016
	Actual	Budget	Variance		Variance		Variance	
ANIMAL CONTROL DEPT								
Expenses								
FUEL EXPENSES	1,009.39	2,450.00	(1,440.61)	2,450.00	(1,440.61)			
MATERIALS & SUPPLIES EXPENSE	563.11	600.00	(36.89)	600.00	(36.89)			
NEW EQUIPMENT PURCHASE	0.00	800.00	(800.00)	800.00	(800.00)			
PAYROLL EXP - REGULAR	104,299.85	54,149.00	50,150.85	54,149.00	50,150.85			
PROFESSIONAL SERVICES	7,658.00	18,965.00	(11,307.00)	18,965.00	(11,307.00)			
REPAIR & MAINT - EQUIPMENT	46.65	1,563.00	(1,516.35)	1,563.00	(1,516.35)			
TRAVEL, TRAINING & MEETINGS	0.00	500.00	(500.00)	500.00	(500.00)			
UNIFORMS/GEAR EXPENSE	1,000.00	728.00	272.00	728.00	272.00			
Expenses	\$114,577.00	\$79,755.00	\$34,822.00	\$79,755.00	\$34,822.00			
Revenue Less Expenditures	(\$114,577.00)	(\$79,755.00)	\$0.00	(\$79,755.00)	\$0.00			
Net Change in Fund Balance	(\$114,577.00)	(\$79,755.00)	\$0.00	(\$79,755.00)	\$0.00			

Statement of Revenue and Expenditures

	Year-To-Date Jan 2016 Dec 2016 Actual	Year-To-Date Jan 2016 Dec 2016 Budget	Year-To-Date Jan 2016 Dec 2016 Variance	Annual Budget Jan 2016 Dec 2016	Annual Budget Jan 2016 Dec 2016 Variance
BUILDING PERMIT DEPT					
Expenses					
FUEL EXPENSES	1,413.30	3,500.00	(2,086.70)	3,500.00	(2,086.70)
MATERIALS & SUPPLIES EXPENSE	192.38	1,500.00	(1,307.62)	1,500.00	(1,307.62)
MISCELLANEOUS EXPENSE	693.00	0.00	693.00	0.00	693.00
PAYROLL EXP - REGULAR	153,438.00	77,804.00	75,634.00	77,804.00	75,634.00
REPAIR & MAINT - EQUIPMENT	881.16	1,500.00	(618.84)	1,500.00	(618.84)
TRAVEL, TRAINING & MEETINGS	4,303.36	3,483.00	820.36	3,483.00	820.36
UNIFORMS/GEAR EXPENSE	1,129.95	750.00	379.95	750.00	379.95
Expenses	\$162,051.15	\$88,537.00	\$73,514.15	\$88,537.00	\$73,514.15
Revenue Less Expenditures	(\$162,051.15)	(\$88,537.00)	\$0.00	(\$88,537.00)	\$0.00
Net Change in Fund Balance	(\$162,051.15)	(\$88,537.00)	\$0.00	(\$88,537.00)	\$0.00

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		Annual Budget	
	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016
	Actual	Budget	Variance					Variance		
FIRE DEPT										
Expenses										
FUEL EXPENSES	3,679.60	8,000.00	(4,320.40)	8,000.00	(4,320.40)	8,000.00	(4,320.40)	30,000.00	30,000.00	
GRANT EXPENSE	30,000.00	0.00	30,000.00	0.00		0.00		(129.88)		
HAZMAT EXPENSES	2,270.12	2,400.00	(129.88)	2,400.00		2,400.00		236.00		
INSURANCES EXPENSE	236.00	0.00	236.00	0.00		0.00		3,895.05	3,895.05	
MATERIALS & SUPPLIES EXPENSE	11,395.05	7,500.00	3,895.05	7,500.00	(307.28)	500.00	(307.28)			
MISCELLANEOUS EXPENSE	192.72	500.00	(307.28)	500.00		500.00		(5,228.00)	(5,228.00)	
NEW EQUIPMENT PURCHASE	0.00	5,228.00	(5,228.00)	5,228.00		5,228.00		245,687.67	245,687.67	
PAYROLL EXP - REGULAR	528,967.67	283,280.00	245,687.67	283,280.00		283,280.00		216.14		
PAYROLL EXP - SRO	216.14	0.00	216.14	0.00		0.00		288.01	288.01	
REPAIR & MAINT - EQUIPMENT	3,288.01	3,000.00	288.01	3,000.00	(484.84)	5,000.00	(484.84)			
REPAIR & MAINT - TRUCK	4,515.16	5,000.00	(484.84)	5,000.00		4,000.00		(649.67)	(649.67)	
TRAVEL, TRAINING & MEETINGS	3,350.33	4,000.00	(649.67)	4,000.00		4,000.00		11,162.00	11,162.00	
UNIFORMS/GEAR EXPENSE	10,840.74	11,162.00	(321.26)	11,162.00		11,162.00		32.41		
UTILITIES EXPENSES	32.41	0.00	32.41	0.00		0.00				
Expenses	\$598,983.95	\$330,070.00	\$268,913.95	\$330,070.00		\$268,913.95		\$0.00	\$0.00	
Revenue Less Expenditures	(\$598,983.95)	(\$330,070.00)	\$0.00	(\$330,070.00)		(\$330,070.00)		(\$330,070.00)	(\$330,070.00)	
Net Change in Fund Balance	(\$598,983.95)	(\$330,070.00)	\$0.00	(\$330,070.00)		(\$330,070.00)		(\$330,070.00)	(\$330,070.00)	

Statement of Revenue and Expenditures

	Year-To-Date Jan 2016 Dec 2016 Actual	Year-To-Date Jan 2016 Dec 2016 Budget	Year-To-Date Jan 2016 Dec 2016 Variance	Annual Budget Jan 2016 Dec 2016	Annual Budget Jan 2016 Dec 2016 Variance
LAW ENFORCE - COURT					
Revenue					
FINES & COSTS	98,790.17	0.00	98,790.17	0.00	98,790.17
Revenue	\$98,790.17	\$0.00	\$98,790.17	\$0.00	\$98,790.17
Gross Profit	\$98,790.17	\$0.00	\$0.00	\$0.00	\$0.00
Expenses					
BOND REFUND	1,120.00	0.00	1,120.00	0.00	1,120.00
COURT COSTS	23,749.50	0.00	23,749.50	0.00	23,749.50
FINES	29,041.84	0.00	29,041.84	0.00	29,041.84
INSTALLMENT FEE	4,067.50	0.00	4,067.50	0.00	4,067.50
JAIL FEE	5,100.00	0.00	5,100.00	0.00	5,100.00
MATERIALS & SUPPLIES EXPENSE	1,214.73	1,100.00	114.73	1,100.00	114.73
MISCELLANEOUS EXPENSE	0.00	400.00	(400.00)	400.00	(400.00)
NEW EQUIPMENT PURCHASE	0.00	3,000.00	(3,000.00)	3,000.00	(3,000.00)
PAYROLL EXP - REGULAR	192,340.54	103,250.00	89,090.54	103,250.00	89,090.54
RESTITUTION	4,113.17	0.00	4,113.17	0.00	4,113.17
SPECIAL COURT COSTS	5,268.00	6,500.00	(1,232.00)	6,500.00	(1,232.00)
STATE DRUG	330.00	0.00	330.00	0.00	330.00
STATE INSTALLMENT FEE	12,806.16	0.00	12,806.16	0.00	12,806.16
TRAVEL, TRAINING & MEETINGS	0.00	1,950.00	(1,950.00)	1,950.00	(1,950.00)
Expenses	\$279,151.44	\$116,200.00	\$162,951.44	\$116,200.00	\$162,951.44
Revenue Less Expenditures	(\$180,361.27)	(\$116,200.00)	\$0.00	(\$116,200.00)	\$0.00
Net Change in Fund Balance	(\$180,361.27)	(\$116,200.00)	\$0.00	(\$116,200.00)	\$0.00

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		Annual Budget	
	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016
	Actual	Budget	Variance					Variance		
LAW ENFORCE - POLICE										
Expenses										
BREATHALYZER EXPENSES	559.38	800.00	(240.62)		800.00	(240.62)			800.00	(240.62)
DRUG TASK FORCE	0.00	2,000.00	(2,000.00)		2,000.00	(2,000.00)			2,000.00	(2,000.00)
FUEL EXPENSES	21,945.93	37,500.00	(15,554.07)		37,500.00	(15,554.07)			37,500.00	(15,554.07)
MATERIALS & SUPPLIES EXPENSE	36,871.45	31,894.00	4,977.45		31,894.00	4,977.45			31,894.00	4,977.45
MISCELLANEOUS EXPENSE	11.00	1,000.00	(989.00)		1,000.00	(989.00)			1,000.00	(989.00)
NEW EQUIPMENT PURCHASE	32,662.71	27,000.00	5,662.71		27,000.00	5,662.71			27,000.00	5,662.71
PAYROLL EXP - REGULAR	1,291,124.23	726,251.00	564,873.23		726,251.00	564,873.23			726,251.00	564,873.23
PAYROLL EXP - SRO	121,525.07	70,560.00	50,965.07		70,560.00	50,965.07			70,560.00	50,965.07
PROFESSIONAL SERVICES	1,500.00	0.00	1,500.00		0.00	1,500.00			0.00	1,500.00
REPAIR & MAINT - AUTOMOBILES	22,784.92	16,000.00	6,784.92		16,000.00	6,784.92			16,000.00	6,784.92
REPAIR & MAINT - EQUIPMENT	2,499.44	3,000.00	(500.56)		3,000.00	(500.56)			3,000.00	(500.56)
TRAVEL, TRAINING & MEETINGS	335.00	9,500.00	(9,165.00)		9,500.00	(9,165.00)			9,500.00	(9,165.00)
UNIFORMS/GEAR EXPENSE	5,431.63	9,500.00	(4,068.37)		9,500.00	(4,068.37)			9,500.00	(4,068.37)
Expenses	\$1,537,250.76	\$935,005.00	\$602,245.76		\$935,005.00	\$602,245.76			\$935,005.00	\$602,245.76
Revenue Less Expenditures	(\$1,537,250.76)	(\$935,005.00)	\$0.00		(\$935,005.00)	\$0.00			(\$935,005.00)	\$0.00
Net Change in Fund Balance	(\$1,537,250.76)	(\$935,005.00)	\$0.00		(\$935,005.00)	\$0.00			(\$935,005.00)	\$0.00

Statement of Revenue and Expenditures

	Year-To-Date Jan 2016 Dec 2016 Actual	Year-To-Date Jan 2016 Dec 2016 Budget	Year-To-Date Jan 2016 Dec 2016 Variance	Annual Budget Jan 2016 Dec 2016	Annual Budget Jan 2016 Dec 2016 Variance
LIBRARY					
Revenue					
TRANS FROM GENERAL FUND	30,000.00	0.00	30,000.00	0.00	30,000.00
Revenue	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Gross Profit	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses					
GRANT EXPENSE	529.57	0.00	529.57	0.00	529.57
INSURANCES EXPENSE	1,950.00	0.00	1,950.00	0.00	1,950.00
LIBRARY TRANSFER	30,000.00	30,000.00	0.00	30,000.00	0.00
MATERIALS & SUPPLIES EXPENSE	6,990.01	0.00	6,990.01	0.00	6,990.01
MISCELLANEOUS EXPENSE	353.37	0.00	353.37	0.00	353.37
NEW EQUIPMENT PURCHASE	1,677.09	0.00	1,677.09	0.00	1,677.09
PAYROLL EXP - REGULAR	184,182.59	0.00	184,182.59	0.00	184,182.59
POSTAGE EXPENSE	110.45	0.00	110.45	0.00	110.45
TRAVEL, TRAINING & MEETINGS	138.50	0.00	138.50	0.00	138.50
UTILITIES EXPENSES	7,090.96	0.00	7,090.96	0.00	7,090.96
Expenses	\$233,022.54	\$30,000.00	\$203,022.54	\$30,000.00	\$203,022.54
Revenue Less Expenditures	(\$203,022.54)	(\$30,000.00)	\$0.00	(\$30,000.00)	\$0.00
Net Change in Fund Balance	(\$203,022.54)	(\$30,000.00)	\$0.00	(\$30,000.00)	\$0.00

ACT 833 FUND, ADMIN OF JUSTICE FUND, BANK OF OZARKS SEWER CONSTRUCTION FUND, BASEBALL CONSTRU

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		
	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	
	Actual	Budget	Variance		Variance		Variance		
PARKS DEPT									
Expenses									
FUEL EXPENSES	2,270.00	3,000.00	(730.00)		3,000.00	(730.00)		3,000.00	(730.00)
MATERIALS & SUPPLIES EXPENSE	2,329.88	5,000.00	(2,670.12)		5,000.00	(2,670.12)		5,000.00	(2,670.12)
MISCELLANEOUS EXPENSE	0.00	1,000.00	(1,000.00)		1,000.00	(1,000.00)		1,000.00	(1,000.00)
NEW EQUIPMENT PURCHASE	0.00	10,000.00	(10,000.00)		10,000.00	(10,000.00)		10,000.00	(10,000.00)
PAYROLL EXP - REGULAR	90,843.41	50,063.00	40,780.41		50,063.00	40,780.41		50,063.00	40,780.41
PAYROLL EXP - SPORTS COMPLEX	123,620.72	58,853.00	64,767.72		58,853.00	64,767.72		58,853.00	64,767.72
PROFESSIONAL SERVICES	395.00	3,100.00	(2,705.00)		3,100.00	(2,705.00)		3,100.00	(2,705.00)
REPAIR & MAINT - EQUIPMENT	5,212.03	5,000.00	212.03		5,000.00	212.03		5,000.00	212.03
SPORTS PARK FUEL	1,084.25	2,000.00	(915.75)		2,000.00	(915.75)		2,000.00	(915.75)
SPORTS PARK MATERIALS	14,128.70	16,000.00	(1,871.30)		16,000.00	(1,871.30)		16,000.00	(1,871.30)
SPORTS PARK NEW EQUIP	11,605.81	12,000.00	(394.19)		12,000.00	(394.19)		12,000.00	(394.19)
SPORTS PARK PROF SERV	36,606.08	35,000.00	1,606.08		35,000.00	1,606.08		35,000.00	1,606.08
SPORTS PARK REPAIR/MAINT	4,378.25	14,000.00	(9,621.75)		14,000.00	(9,621.75)		14,000.00	(9,621.75)
SPORTS PARK UNIFORMS	1,150.85	750.00	400.85		750.00	400.85		750.00	400.85
SPORTS PARK UTILITIES	13,165.88	20,934.00	(7,768.12)		20,934.00	(7,768.12)		20,934.00	(7,768.12)
UNIFORMS/GEAR EXPENSE	1,000.00	750.00	250.00		750.00	250.00		750.00	250.00
UTILITIES EXPENSES	2,527.89	3,000.00	(472.11)		3,000.00	(472.11)		3,000.00	(472.11)
Expenses	\$310,318.75	\$240,450.00	\$69,868.75		\$240,450.00	\$69,868.75		\$240,450.00	\$69,868.75
Revenue Less Expenditures	(\$310,318.75)	(\$240,450.00)	\$0.00		(\$240,450.00)	\$0.00		(\$240,450.00)	\$0.00
Net Change in Fund Balance	(\$310,318.75)	(\$240,450.00)	\$0.00		(\$240,450.00)	\$0.00		(\$240,450.00)	\$0.00

Statement of Revenue and Expenditures

	Year-To-Date Jan 2016 Dec 2016 Actual	Year-To-Date Jan 2016 Dec 2016 Budget	Year-To-Date Jan 2016 Dec 2016 Variance	Annual Budget Jan 2016 Dec 2016	Annual Budget Jan 2016 Dec 2016 Variance
TRANSFERS BETWEEN FUNDS					
Revenue					
STREET CITY SALES TAX	171,921.32	0.00	171,921.32	0.00	171,921.32
STREET COUNTY TURNBACK	90,516.72	0.00	90,516.72	0.00	90,516.72
Revenue	\$262,438.04	\$0.00	\$262,438.04	\$0.00	\$262,438.04
Gross Profit	\$262,438.04	\$0.00	\$0.00	\$0.00	\$0.00
Expenses					
STREET CITY SALE TAX	171,921.32	0.00	171,921.32	0.00	171,921.32
STREET COUNTY TURNBACK	45,907.40	0.00	45,907.40	0.00	45,907.40
Expenses	\$217,828.72	\$0.00	\$217,828.72	\$0.00	\$217,828.72
Revenue Less Expenditures	\$44,609.32	\$0.00	\$0.00	\$0.00	\$0.00
Net Change in Fund Balance	\$44,609.32	\$0.00	\$0.00	\$0.00	\$0.00

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		Annual Budget	
	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016	Jan 2016	Dec 2016
		Actual	Budget		Variance					Variance

Fund Balances

Beginning Fund Balance	4,608,558.92	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balance	(192,291.69)	0.00	0.00	0.00	0.00	0.00
Ending Fund Balance	4,416,267.23	0.00	0.00	0.00	0.00	0.00

Balance Sheet
12/31/16

Book Value
Dec 2016
Actual

Assets

Current Assets

Cash

BOND AND FINE ACCOUNT	18,462.00
CATASTROPHIC MONEY MARKET	136,440.79
COURT AUTOMATION CHECKING	29,708.07
DEBT SERVICE CHECKING ACCT	87,489.56
GENERAL FUND CHECKING ACCT	631,763.97
GENERAL FUND MONEY MARKET	2,778,690.63
LIBRARY CHECKING ACCT	141,553.96
PAYROLL CHECKING	10,136.81
SALES & USE TAX	(14,796.57)
SB SALES & USE CHECKING ACCT	294,649.86
SEWER BOND CHECKING ACCT	113,575.00
STREET FUND CHECKING ACCT	191,040.50
Total Current Assets	\$4,418,714.58
Total Assets	\$4,418,714.58

Liabilities

Current Liabilities

Payroll Liabilities

Accounts Payable - Trade	2.06
AFLAC	340.58
ALLSTATE LIFE	20.70
AMERICAN FIDELITY	269.07
AR EMPLOYMENT SECURITY	304.87
BOSTON MUTUAL	18.40
DEPARTMENT OF FINANCE	6,340.49
LOPFI Payable	1,273.20
MUNCIPAL HEALTH BENEFIT FUN	1,569.50
Total Current Liabilities	\$10,138.87
Total Liabilities	\$10,138.87

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	(749,967.78)
FUND BALANCE	5,166,235.01
Total Fund Balance	\$4,416,267.23
Total Liabilities and Equity	\$4,426,406.10

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2016 Dec 2016 Actual	Year-To-Date Jan 2016 Dec 2016 Budget	Year-To-Date Jan 2016 Dec 2016 Variance	Annual Budget Jan 2016 Dec 2016	Annual Budget Jan 2016 Dec 2016 Variance
Revenue & Expenditures					
Revenue					
COUNTY TURNBACK	649.04	0.00	649.04	0.00	649.04
GRANTS	206,446.90	0.00	206,446.90	0.00	206,446.90
INTEREST REVENUES	70.79	100.00	(29.21)	100.00	(29.21)
MISCELLANEOUS REVENUES	2,359.83	100.00	2,259.83	100.00	2,259.83
STREET CITY SALES TAX	157,124.75	152,000.00	5,124.75	152,000.00	5,124.75
STREET COUNTY TURNBACK	45,258.36	40,000.00	5,258.36	40,000.00	5,258.36
STREET STATE TURNBACK	394,631.98	387,443.00	7,188.98	387,443.00	7,188.98
Revenue	\$806,541.65	\$579,643.00	\$226,898.65	\$579,643.00	\$226,898.65
Gross Profit	\$806,541.65	\$579,643.00	\$0.00	\$579,643.00	\$0.00
Expenses					
FUEL EXPENSES	4,694.90	9,000.00	(4,305.10)	9,000.00	(4,305.10)
INSURANCES EXPENSE	3,465.06	3,000.00	465.06	3,000.00	465.06
MATERIALS & SUPPLIES EXPENSE	14,617.73	13,000.00	1,617.73	13,000.00	1,617.73
MISCELLANEOUS EXPENSE	0.00	500.00	(500.00)	500.00	(500.00)
NEW EQUIPMENT PURCHASE	24,850.00	35,000.00	(10,150.00)	35,000.00	(10,150.00)
PAYROLL EXP - REGULAR	168,920.00	178,393.00	(9,473.00)	178,393.00	(9,473.00)
PROFESSIONAL SERVICES	377,642.86	20,000.00	357,642.86	20,000.00	357,642.86
REPAIR & MAINT - EQUIPMENT	3,143.35	10,000.00	(6,856.65)	10,000.00	(6,856.65)
STREET LIGHTS	95,627.70	100,000.00	(4,372.30)	100,000.00	(4,372.30)
STREET/ROAD REPAIRS	318,976.43	203,250.00	115,726.43	203,250.00	115,726.43
TRAVEL, TRAINING & MEETINGS	0.00	500.00	(500.00)	500.00	(500.00)
UNIFORMS/GEAR EXPENSE	1,878.94	2,000.00	(121.06)	2,000.00	(121.06)
UTILITIES EXPENSES	3,489.60	5,000.00	(1,510.40)	5,000.00	(1,510.40)
Expenses	\$1,017,306.57	\$579,643.00	\$437,663.57	\$579,643.00	\$437,663.57
Revenue Less Expenditures	(\$210,764.92)	\$0.00	\$0.00	\$0.00	\$0.00
Net Change in Fund Balance	(\$210,764.92)	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balances					
Beginning Fund Balance	387,008.85	0.00	0.00	0.00	0.00
Net Change in Fund Balance	(210,764.92)	0.00	0.00	0.00	0.00
Ending Fund Balance	176,243.93	0.00	0.00	0.00	0.00

LIBRARY FUND
Balance Sheet
11/30/16

Book Value
Nov 2016
Actual

Assets

Current Assets

Cash

LIBRARY CHECKING ACCT	136,247.02
Total Current Assets	\$136,247.02
Total Assets	\$136,247.02

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	91,686.30
FUND BALANCE	44,560.72
Total Fund Balance	\$136,247.02
Total Liabilities and Equity	\$136,247.02

LIBRARY FUND
Balance Sheet
12/31/16

Book Value
Dec 2016
Actual

Assets

Current Assets

Cash

LIBRARY CHECKING ACCT	141,553.96
Total Current Assets	\$141,553.96
Total Assets	\$141,553.96

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	96,993.24
FUND BALANCE	44,560.72
Total Fund Balance	\$141,553.96
Total Liabilities and Equity	\$141,553.96

LIBRARY FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2016 Dec 2016 Actual	Year-To-Date Jan 2016 Dec 2016 Budget	Year-To-Date Jan 2016 Dec 2016 Variance	Annual Budget Jan 2016 Dec 2016	Annual Budget Jan 2016 Dec 2016 Variance
Revenue & Expenditures					
Revenue					
FINES/LOST ITEMS	5,240.13	3,000.00	2,240.13	3,000.00	2,240.13
INTEREST REVENUES	23.37	0.00	23.37	0.00	23.37
MISCELLANEOUS REVENUES	1,060.51	0.00	1,060.51	0.00	1,060.51
TRANS FROM GENERAL FUND	30,000.00	30,000.00	0.00	30,000.00	0.00
WASHINGTON CO LIBRARY REVE	145,032.00	144,400.00	632.00	144,400.00	632.00
Revenue	\$181,356.01	\$177,400.00	\$3,956.01	\$177,400.00	\$3,956.01
Gross Profit	\$181,356.01	\$177,400.00	\$0.00	\$177,400.00	\$0.00
Expenses					
BOOKS AND MEDIA	24,151.81	32,000.00	(7,848.19)	32,000.00	(7,848.19)
GRANT EXPENSE	529.57	0.00	529.57	0.00	529.57
INSURANCES EXPENSE	1,950.00	2,000.00	(50.00)	2,000.00	(50.00)
MATERIALS & SUPPLIES EXPENSE	6,990.01	7,000.00	(9.99)	7,000.00	(9.99)
MISCELLANEOUS EXPENSE	353.37	500.00	(146.63)	500.00	(146.63)
NEW EQUIPMENT PURCHASE	1,677.09	2,000.00	(322.91)	2,000.00	(322.91)
PAYROLL EXP - REGULAR	92,147.51	118,000.00	(25,852.49)	118,000.00	(25,852.49)
POSTAGE EXPENSE	110.45	300.00	(189.55)	300.00	(189.55)
PROGRAMS EXPENSE	728.49	1,000.00	(271.51)	1,000.00	(271.51)
REPAIR & MAINT - BUILDING	4,053.62	6,000.00	(1,946.38)	6,000.00	(1,946.38)
TECHNICAL SUPPORT	0.00	400.00	(400.00)	400.00	(400.00)
TRAVEL, TRAINING & MEETINGS	138.50	400.00	(261.50)	400.00	(261.50)
UTILITIES EXPENSES	7,090.96	7,800.00	(709.04)	7,800.00	(709.04)
Expenses	\$139,921.38	\$177,400.00	(\$37,478.62)	\$177,400.00	(\$37,478.62)
Revenue Less Expenditures	\$41,434.63	\$0.00	\$0.00	\$0.00	\$0.00
Net Change in Fund Balance	\$41,434.63	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balances					
Beginning Fund Balance	100,119.33	0.00	0.00	0.00	0.00
Net Change in Fund Balance	41,434.63	0.00	0.00	0.00	0.00
Ending Fund Balance	141,553.96	0.00	0.00	0.00	0.00

Farmington Economic Development
Inquiry into a Western Trailhead to Kessler Mountain.

The city of Farmington and the Farmington Economic Development are excited about the future expanse of recreational activities for our community. Northwest Arkansas appears to have citizens that are healthier than others in the state. A statistic that we wish to maintain.

With the creation of the Kessler Regional Park which includes opportunities for our youth team sports plus many bike and hiking trails. The economic development committee sees a possibility for a western link to the trails. We have explored several possible trailheads for such an endeavor.

One potential for a trailhead is on Holland Drive south of Hwy 62. More specifically the land located between mail box 122 Holland and 142 Holland. This land is located on the east side of the road. Logistically this location would be ideal however, it seems to have multiple small creeks that might be an impediment to natural terrain of the area. This land is owned by the Frank Sharp Trust and it lies in Fayetteville.

Another location for a western trailhead would be at the eastern boundary of Wolfdale Road in Farmington. This land is in Washington County but it is logistically ideal. The land appears to be somewhat steep but would be a worthwhile challenge for a moderate athlete. This land is located in Washington County.

Another location to a western link to Kessler trails could be off Archie Watkins Road. Archie Watkins is south of Wolfdale. It can be located between Holland Drive and Hunter. This land is pristine with some scattered homes in the vicinity. A link at this point would probably connect with the lower portions of the wino trail.

Farmington also has a potential long range bike/hike trail on Miller Mountain which is in the southwest section of our town. Currently the trail begins at the water tower. The trail head is on the property owned by Dennis Moore. Mr. Moore has been agreeable for people to hike on his property. The trail goes up at a steep grade from the entrance to the trailhead, once one reaches the water tower, the trail heads in a northern direction. Mr. Moore has maintained the trail by occasionally mowing or brush hogging the land. However, the adjacent landowner, that the trail goes through, did not want intruders on her land. She currently indicated she did not mind hunters on her property. If the roadblocks could be overcome, this area could be a long challenging hike or bike route. The trail could conceivably go from Miller Mountain and connect with Kessler Mountain Trails. The possibilities for these trails with the health and economic benefits for our region are limitless.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 21, 2016 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **MS4 Stormwater Compliance** (EDA Project # 1520.17). A description of Engineer's services is described below:

I. PROJECT DESCRIPTION:

Background Information:

The ADEQ is the state agency authorized by the EPA to issue National Pollutant Discharge Elimination System (NPDES) permits. The General Permit, requiring compliance with storm water regulations, established August 1, 2009 as the effective date for affected entities to be covered under Arkansas' General Permit for MS4's.

The General Permit requires the development, implementation, and evaluation of a storm water management plan, phased over a 5-year period, that addresses six minimum control measures identified in the Phase II Storm Water Regulations.

The City of Farmington entered into an agreement with the Northwest Arkansas Regional Planning Commission to participate, along with 12 other cities in Northwest Arkansas, to jointly meet the requirements of the new U.S. Environmental Protection Agency's Phase II Storm Water Regulations. The group of Cities is also referred to as an "MS4" "Municipal Separate Storm Sewer System."

On November 23, 2009, the City of Farmington renewed a Notice of Intent for Dischargers of Storm Water Runoff Associated with Regulated Small Municipal Separate Storm Sewer Systems, Authorized under NPDES General Permit ARR040000.

The public education, involvement / participation and employee training part of the six control measures is completed by the University of Arkansas Cooperative Extension Service. The remaining control measures are the responsibility of the City of Farmington. This proposal covers the part of the requirements that is not being completed by the U of A.

II. SCOPE OF SERVICES:

More specifically, the services to be provided shall meet the following guidelines:

SECTION 1: ANNUAL REPORTING AND SWMP:

EDA will submit Annual Reports on the dates required by ADEQ that will contain the following information:

A. Minimum Control Measure #3 - Illicit Discharge Detection and Elimination:

In general, EDA will inventory and continually update the City's storm sewer maps including all inlets, pipes and outfalls (min. 20% per year). EDA will also help the City develop and implement a program to detect and address non-storm water discharges, including illegal dumping.

The annual report shall contain the following:

- 1) Number of outfalls dry-weather screened.
- 2) Number of dry-weather flows identified.
- 3) Number of illicit discharges identified.
- 4) Number of illicit discharges eliminated.
- 5) Schedule for elimination of illicit connections.
- 6) Summary of storm sewer systems mapping updates.

EDA will perform dry-weather screening of all outfalls (that are the responsibility of the City of Farmington's inspections) on an annual basis to detect illicit discharges. We will endeavor to identify and locate the source of the discharge (any formal water testing will be billed to the City as an out-of-pocket expense). Notification and enforcement action will be by City personnel. EDA will also review and help the City update any existing storm water ordinances and develop a list of non-illicit discharges.

B. Minimum Control Measure #4 - Construction Site Storm Water Runoff Control:

In general, EDA will aid the City in the development of procedures to reduce pollutants in stormwater runoff from construction activities.

The annual report shall contain the following:

- 1) Number of applicable sites in the MS4 jurisdiction.
- 2) Number of pre-construction site plan reviews performed.
- 3) Number and frequency of site inspections (inspections not included in contract)
- 4) Number of violation letters issued.
- 5) Number of enforcement actions taken.
- 6) Number of complaints received and number followed up.

EDA will review plans and SWPPP's for all new projects that are submitted to the City that propose land disturbance activities of one acre or more. Review will be for compliance with erosion and sediment control requirements only. All plans reviewed will be tracked as per ADEQ requirements.

EDA will also review and help the City update any existing ordinances to ensure compliance with current stormwater regulations.

Aid the City in coming up with a process for public complaint and help develop an enforcement procedure. Notifications and enforcement action will be by City personnel.

C. Minimum Control Measure #5 - Post-Construction Storm Water Management in New Developments and Redevelopment:

In general, EDA will aid the City in the development of procedures for addressing stormwater runoff in new

developments and redevelopment projects that disturb greater than or equal to one acre, or are part of a larger project.

The annual report shall contain the following:

- 1) Number of applicable sites in the jurisdiction requiring post-construction controls.
- 2) Number of pre-construction site plan reviews performed.
- 3) Number of inspections performed to ensure as-built per requirements. (inspections not included in contract)
- 4) Compliance rates with MS4 requirements.
- 5) Number of long-term operation and maintenance (O & M) plans developed and agreements in place

ADEQ recommends MS4s to evaluate their existing codes and planning procedures to encourage Low Impact Development (LID) practices. EDA will review and help the City update any existing ordinances to encourage these types of BMPs.

Aid the City in coming up with an enforcement procedure. Notifications and enforcement action will be by City personnel.

EDA will help review any long-term maintenance agreements proposed by developers.

D. Minimum Control Measure #6 – Pollution Prevention / Good Housekeeping for Municipal Operations:

In general, EDA will aid the City in the development of operation and maintenance procedures for reducing pollutant runoff from municipal operations. The training component of this Control Measure will be handled by the U. of A.

The annual report shall contain the following:

- 1) Summary of employee training program(s) implemented listing the employees that attended.
- 2) Summary of activities and procedures implemented for the operation and maintenance program

EDA will compile a list of all facilities currently owned by the City and determine if the facility falls under the ADEQ Industrial Permitting requirements or under activities described under 40 CFR 122.26(b)(14). Any facility not covered under a separate Industrial Permit must either obtain a permit or develop a SWPPP, depending upon the type of facility.

Site inspections of non-Industrial permit facilities will be performed by EDA on an annual basis. All inspections will be tracked and reports will be generated and available for ADEQ inspection at any time. (not in contract)

III. CLIENT TO PROVIDE THE FOLLOWING:

- A. Client to provide digital copies of most current Annual Report and Storm Water Management Plan.
- B. Copy of current ordinances related to stormwater.
- C. List of City-owned properties.
- D. Operation and procedures for municipal facilities.

IV. SERVICES NOT INCLUDED IN THE SCOPE OF THIS PROPOSAL:

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows: Black & White 8 1/2x11 - \$0.05 ea., 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
- C. Stormwater quality testing.
- D. Attendance at meeting including but not limited to: technical review, planning commission, and/or city council meetings.
- E. Unscheduled site inspections requested by City personnel based on public complaints, etc.
- F. Individual SWPPP's required for City-owner facilities.
- G. Time involved with ADEQ audits.
- H. Construction site inspections
- I. Post-construction site inspections
- J. Develop operations and procedures for municipal facilities and operations.

Any additional services may be provided by Engineer if authorized by client, on a time and material basis.

V. CHANGES IN SCOPE OF SERVICES:

- A. Any service deleted from this proposal by the Client will become the responsibility of the Client.

VI. METHOD OF PAYMENT:

- A. These services will be invoiced on an hourly basis and billed monthly.

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:

This proposal is valid for 30 days from 12/21/2015. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

EARTHPLAN DESIGN ALTERNATIVES, P.A. (EDA) services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable service under comparable circumstances at the time services are performed under this agreement. No other representations to the Client are expressed or implied, and no warranty or guarantee not expressly stated herein is included or intended in this agreement.

Client shall have the right to use any and all materials arising from EDA's effort on the project (the "Materials") only for purposes expressly contemplated in this agreement. The Client agrees to indemnify and defend any suite or claim, (including attorney's fees) resulting from any use of the Materials not expressly authorized by this agreement.

Finance charges may be assessed on all balances over thirty (30) days at a monthly interest rate of 0.83% (annual percentage rate 10%).

Pursuant to Arkansas Statutes, any and all controversies, differences, disagreements or disputes of any nature or character, that arises between the parties relating to services herein and has not been remedied to the satisfaction of the aggrieved party shall be resolved by final and binding arbitration under the Arbitration Rules of the American Arbitration Association by providing written notice of demand for arbitration to the other party. Such written notice shall specifically state the nature and character of said dispute, and shall be brought no later than one year following termination or completion of this agreement. Any dispute, disagreement, difference or

dispute that is not made the subject of a written demand of arbitration shall be deemed waived. Said written demand should also contain the names and addresses of at least three proposed (3) arbitrators. Within thirty (30) days after a demand for such arbitration has been made, the other party shall either agree to one of the proposed arbitrators from the list of names submitted, or propose an alternative arbitrator and shall notify the other party of the name and address of the alternative arbitrator. If the party receiving the demand for arbitration does not select, in writing, one of the arbitrators from the list of names submitted within the time so designated or propose an alternative arbitrator, then the party making demand for arbitration shall choose the arbitrator from the list of names previously submitted. Should the party receiving the demand for arbitration contest the entire list of names submitted and propose an alternative arbitrator, then the party making demand for arbitration shall have ten (10) days to either agree in writing to the proposed arbitrator, or notify the other party that they do not agree. In the event that the parties cannot agree on an arbitrator, each party shall choose one (1) arbitrator, and the two (2) arbitrators so chosen shall, within thirty (30) days jointly appoint a neutral, impartial arbitrator, who may not be on the list of names previously submitted. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he or she shall deem necessary to a proper decision and render his or her decision in writing, which shall be final and conclusively binding upon the parties and enforceable in court as a final judgment or decree. With the exception as stated above for the enforcement of liens, no action, suit or proceeding shall be filed in any State, Federal or local court with respect to any claim or controversy of either party, except to enforce any arbitration decision rendered pursuant to the provisions hereof. In all cases, the parties shall jointly share in the cost of the arbitrator.

Client shall not assign or transfer this agreement to a third party without the written consent of EDA.

All provisions under the heading "Schedule of Conditions" shall survive termination or completion of this agreement.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows:

1. For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

2. By Engineer upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors,

manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 8 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Basis)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

A Lump Sum amount (Not to Exceed).....\$ 10,000.00

The term of this agreement is from Jan 1, 2017 through Dec. 31, 2017; total billable hours and expenses for the 2016 calendar year shall not exceed \$10,000.00 for services described in II. "Scope of Services". Additional services and costs described in IV. "Services Not Included in the Scope of this Proposal" shall be billed separately at the hourly rates described below:

HOURLY RATES IN ACCORDANCE WITH EDA'S CURRENT RATE TABLE:

Principal - Civil Engineer	\$120
Principal - Landscape Architect	\$110
Engineer - V	\$110
Engineer - IV	\$90
Engineer - IIIB	\$80
Engineer - IIIA	\$75
Engineer - II	\$75
Engineer - I	\$55
Civil Designer - V	\$80
Civil Designer - IV	\$70
Civil Designer - III	\$60
Landscape Architect - V	\$80
Landscape Architect - IV	\$70
Landscape Architect - III	\$60
Construction Observer	\$60
Clerical II	\$40
Clerical I	\$30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Title: _____

Date Signed _____


Please print your billing address:

Street _____

City, State Zip _____

Phone _____

ENGINEER:



License No. 15162 AR

Date Signed 12-21-16

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 22, 2016 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **Floodplain Administration** (EDA Project # 1544.17). A description of Engineer's services are described below:

I. PROJECT DESCRIPTION:

Background Information (from FEMA's website):

When the community chooses to join the NFIP, it must adopt and enforce minimum floodplain management standards for participation. FEMA works closely with State and local officials to identify flood hazard areas and flood risks. The floodplain management requirements within the SFHA are designed to prevent new development from increasing the flood threat and to protect new and existing buildings from anticipated flood events.

When a community chooses to join the NFIP, it must require permits for all development in the SFHA and ensure that construction materials and methods used will minimize future flood damage. Permit files must contain documentation to substantiate how buildings were actually constructed. In return, the Federal Government makes flood insurance available for almost every building and its contents within the community.

Communities must ensure that their adopted floodplain management ordinance and enforcement procedures meet program requirements. Local regulations must be updated when additional data are provided by FEMA or when Federal or State standards are revised.

II. SCOPE OF SERVICES:

More specifically, the services to be provided may include the following:

- Aid the City in all aspects of FEMA's National Flood Insurance Program.
- Represent the City as their Certified Floodplain Manager (CFM).
- Attend meetings as required including, but not limited to: technical review, planning commission, city council meetings, meetings w/ City personnel, or meetings with FEMA personnel.
- Provide development plan review for projects located within or next to a Special Flood Hazard Area (SFHA).
- Work with building permit official to ensure that all proposed projects and structures have been reviewed with respect to floodplain management.
- Review applicable City ordinances to ensure compliance with FEMA's requirements and aid the City in the development of new requirements.
- Review hydrologic and hydraulic analysis (HEC-RAS) or other engineering data submitted by engineering

- consultants as part of a request for a FEMA Map Change (MC).
- Review projects that impact FEMA Floodways.
- Determine if proposed structures need an Elevation Certificate and review submitted documents.
- Determine if proposed structure impacts an existing Floodway and require and review “No-Rise” Certificates and supporting documentation.
- Maintain files containing all flood related data.
- Maintain current flood maps.

III. OWNER TO PROVIDE THE FOLLOWING:

- A. Owner to provide copies of most current floodplain development-related ordinances and codes.

IV. SERVICES NOT INCLUDED IN THE SCOPE OF THIS PROPOSAL:

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows: Black & White 8 1/2x11 - \$0.05 ea., 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
- C. Storm water Management / MS4 requirements

Any additional services may be provided by Engineer if authorized by Owner, on a time and material basis.

V. CHANGES IN SCOPE OF SERVICES:

- A. Any service deleted from this proposal by the Owner will become the responsibility of the Owner.

VI. METHOD OF PAYMENT:

- A. The services described above will be invoiced on an hourly basis and billed once a month.

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:

This proposal is valid for 30 days from 12/22/2016. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

EARTHPLAN DESIGN ALTERNATIVES, P.A. (EDA) services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable service under comparable circumstances at the time services are performed under this agreement. No other representations to the Owner are expressed or implied, and no warranty or guarantee not expressly stated herein is included or intended in this agreement.

Owner shall have the right to use any and all materials arising from EDA's effort on the project (the “Materials”) only for purposes expressly contemplated in this agreement. The Owner agrees to indemnify and defend any suite or claim, (including attorney's fees) resulting from any use of the Materials not expressly authorized by this agreement.

Finance charges may be assessed on all balances over thirty (30) days at a monthly interest rate of 0.83% (annual percentage rate 10%).

Pursuant to Arkansas Statutes, any and all controversies, differences, disagreements or disputes of any nature or character, that arises between the parties relating to services herein and has not been remedied to the satisfaction of the aggrieved party shall be resolved by final and binding arbitration under the Arbitration Rules of the American Arbitration Association by providing written notice of demand for arbitration to the other party. Such written notice shall specifically state the nature and character of said dispute, and shall be brought no later than one year following termination or completion of this agreement. Any dispute, disagreement, difference or dispute that is not made the subject of a written demand of arbitration shall be deemed waived. Said written demand should also contain the names and addresses of at least three proposed (3) arbitrators. Within thirty (30) days after a demand for such arbitration has been made, the other party shall either agree to one of the proposed arbitrators from the list of names submitted, or propose an alternative arbitrator and shall notify the other party of the name and address of the alternative arbitrator. If the party receiving the demand for arbitration does not select, in writing, one of the arbitrators from the list of names submitted within the time so designated or propose an alternative arbitrator, then the party making demand for arbitration shall choose the arbitrator from the list of names previously submitted. Should the party receiving the demand for arbitration contest the entire list of names submitted and propose an alternative arbitrator, then the party making demand for arbitration shall have ten (10) days to either agree in writing to the proposed arbitrator, or notify the other party that they do not agree. In the event that the parties cannot agree on an arbitrator, each party shall choose one (1) arbitrator, and the two (2) arbitrators so chosen shall, within thirty (30) days jointly appoint a neutral, impartial arbitrator, who may not be on the list of names previously submitted. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he or she shall deem necessary to a proper decision and render his or her decision in writing, which shall be final and conclusively binding upon the parties and enforceable in court as a final judgment or decree. With the exception as stated above for the enforcement of liens, no action, suit or proceeding shall be filed in any State, Federal or local court with respect to any claim or controversy of either party, except to enforce any arbitration decision rendered pursuant to the provisions hereof. In all cases, the parties shall jointly share in the cost of the arbitrator.

Owner shall not assign or transfer this agreement to a third party without the written consent of EDA.

All provisions under the heading "Schedule of Conditions" shall survive termination or completion of this agreement.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. Preparation of Invoices. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows:

1. For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

2. By Engineer upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3. for convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 7 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Basis)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

The term of this agreement is from Jan 1, 2017 through Dec. 31, 2017; total billable hours and expenses for the 2017 calendar year shall be invoiced for the services described in II. "Scope of Services" and in accordance with the hourly rates listed below. Additional services and costs described in IV. "Services Not Included in the Scope of this Proposal" shall be billed separately at the hourly rates described below:

Hourly rates in accordance with EDA's current rate table:

Principal - Civil Engineer	\$120
Principal - Landscape Architect	\$110
Engineer - V	\$110
Engineer - IV	\$90
Engineer - IIIB	\$80
Engineer - IIIA	\$75
Engineer - II	\$65
Engineer - I	\$55
Civil Designer - V	\$80
Civil Designer - IV	\$70
Civil Designer - III	\$60
Landscape Architect - V	\$80
Landscape Architect - IV	\$70
Landscape Architect - III	\$60
Construction Observer	\$60
Clerical II	\$40
Clerical I	\$30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Title: _____

Date Signed _____

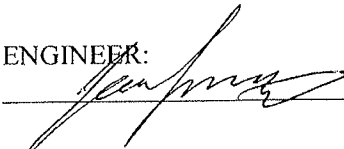
Please print your billing address:

Street _____

City, State Zip _____

Phone _____

ENGINEER:



License No. 15162 AR

Date Signed 12-22-16



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: Melissa McCarville
Re: Traffic Controller Cabinet
Date: January 6, 2017

Recommendation

City staff recommends purchasing this Traffic Controller Cabinet as described by the attached quote from Signaltek.

Background

The existing cabinet at Hwy 62 and Grace Lane was hit by an uninsured driver.

Discussion

Currently the damaged cabinet is being held together with duct tape. If we wait much longer we are at risk of ruining some of the electronic equipment inside the cabinet.

Budget Impact

The quote is \$14,950 which includes labor and all materials.



12/13/2016

MR. BRIAN HUBBARD

FARMINGTON, AR
HWY 62 & GRACE LN
REPLACEMENT CONTROLLER CABINET

PLEASE ACCEPT OUR QUOTATION FOR THE FOLLOWING ITEMS OF WORK ON THE ABOVE SUBJECT PROJECT:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	TRAFFIC SIGNAL ITEMS REPLACEMENT CONTROLLER CABINET	1.00	EA	\$ 14,950.00	\$ 14,950.00
	TOTAL THIS QUOTATION			\$	14,950.00

QUOTATION NOTES:

- 1 This quote includes a new P-44 cabinet with 16 position load bay, card rack, video interface panel, pedestrian isolation, local system interface panel and battery backup cabinet.
- 2 Existing controller, conflict monitor and all other electronics will be reinstalled in the new cabinet.
- 3 All work will be done in accordance with City of Farmington and AHTD specifications.
- 4 All traffic control will be done in accordance with MUTCD standards.
- 5 This pricing reflects the terms of a SignalTek Maintenance Agreement.
- 6 Lead time is 6 - 8 weeks following notice to proceed.

I appreciate the opportunity to quote you on this project. Please do not hesitate to call if you have any questions.

Sincerely,

Walter R Floyd

Assistant Operations Manager
SignalTek, Inc.

1502 W. 37th Place, Tulsa, OK 74107
918) 583-4335 Fax (918) 582-6118

13305 N. Santa Fe, OKC, OK 73114
(405) 524-1341 Fax (405) 524-2386

783 W. Morris Ave., Springdale, AR 72764
(479) 419-9320 Fax (479) 419-9321



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

City Business Manager Report
January 2017
City Council Meeting

- Traffic signal at Holland and Main is being constructed. There are rules about how long it has to flash before it is in use. Just be mindful of the progress as you enter and leave Farmington.
- Brenda Coleman and James Brotherton and Rick Bramall have work anniversaries this month, thank them for their service!
- Several developers have come in to talk about residential subdivisions. We are excited about more homes in Farmington.
- If you see Brenda, Billie or Shasta; thank them for pulling together to help keep things going in this transition period.
- We have hired Kim Bentley to be our new court clerk. We intend to add in bookkeeping duties as time allows.
- Please be understanding if your financial reports don't look exactly like they have in the past. This is all part of that transition period.
- Take a look at the Hwy 170 progress report on the following page.

"In the depth of winter I finally learned that there was in me an invincible summer."
~Albert Camus



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

TEL 479.527.9100
FAX 479.527.9101

www.GarverUSA.com

PROJECT STATUS REPORT

PROJECT: 040683 – Highway 170 Improvements **DATE:** January 5, 2017
Garver Project No. 14047040

REPORT PERIOD: December 3, 2016 – January 5, 2017

NOTICE TO PROCEED DATE: January 13, 2016

ITEMS COMPLETED THIS REPORT PERIOD:

Task	Description	Action Taken
7.8	Roadway Design and Plans	<ul style="list-style-type: none"> Coordination with AHTD on pavement design to include the Falling Weight Deflectometer (FWD) testing performed back in April 2016 by AHTD. With the addition of the FWD analysis, we were able to submit a pavement design with a reduction of the required asphalt overlay thickness of 2" down from 5". Revised and resubmitted design criteria with 30 mph design speed for AHTD approval on December 15, 2016. Revised and resubmitted pavement design for AHTD approval on December 15, 2016. Contacted AHTD on January, 3 2017 to check on review status of design criteria and pavement design. Design criteria is approved but pavement design is still in review

ITEMS TO BE COMPLETED NEXT REPORT PERIOD:

Task	Description	Upcoming Action
7.3	Environmental	<ul style="list-style-type: none"> Continue work on Tier Three Categorical Exclusion (CE) document.
7.8	Roadway Design and Plans	<ul style="list-style-type: none"> Receive approval on design criteria and pavement design from AHTD. Begin work on 60% design.

PROJECT SCHEDULE: 60% Design will begin upon acceptance by AHTD of resubmitted Design Criteria and Pavement Design

CRITICAL ITEMS / ISSUES TO BE RESOLVED: None.



City of Farmington
372 W. Main st.
P.O. Box 150
Farmington, AR 72730

Fire Department
Chief Mark Cunningham

Phone 479-267-3338
Fax 479-267-3302

December 2016 Monthly Report for Mayor and City Council

The Fire department responded to 71 calls during the month of November and that is above average for the year, it is still dry but we have received enough rain to lift the RED FLAG warning sign but we still very dry conditions.

This month was quite eventful for the fire department in that on the 16th of the month we had an event that I hope we don't ever have to face again, and that was that a driver ran thru the stop light at Angus and Main street and ran off the road and hit a gas main valve which burned the driver up and also a duplex that was destroyed in the infernal. We were on scene there for nine hours straight waiting for the gas company (Black Hills) to shut off the gas so we could extinguish the fire completely. We were dealing with protecting the nearby businesses that were endangered, putting out the duplex and protecting workers working on the gas lines. I believe that all agencies involved did an outstanding job keeping it under control. We received a lot of good comments from everyone in town on the job that we did and for that I am truly grateful. The businesses in town like Casey's and Domino's pizza along with Firehouse subs kept us in food and drinks to sustain us during this long incident and for that we are grateful too. During this incident I was able to utilize our CODE RED system to evacuate the streets because of the gas leak during the operation, and it worked well. I got back to my home a 3AM the next day.

Dairy Queen said some real nice things about us on their Facebook page and the type of things said about us are real meaningful to us.

On the 29th we also had a house fire on Birchfield lane here in town that we upon arrival had witnessed flames shooting out the upstairs bedroom windows. We were able to get it put out fairly fast and saved a lot of damage being done to that house.

Thank you as always for your continued support of the fire department;

Mark Cunningham
Fire Chief

Farmington Police Dept.

Offenses for Month 12/2015 and 12/2016

1/3/2017 11:30:21 AM

	<u>2015</u>	<u>2016</u>
AGENCY ASSIST		
AA	0	2
AGGRAVATED ASSAULT		
5-13-204	1	0
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 1ST DEGREE / RISK OF DEATH OR SERIOUS INJURY		
5-26-307	0	1
BATTERY - 3RD DEGREE / RECKLESSLY CAUSES INJURY		
5-13-203A(2)	0	1
BREAKING OR ENTERING / BUILDING OR STRUCTURE		
5-39-202A(1)	0	1
Breaking or Entering/Vehicle		
5-39-202	6	4
BURGLARY, COMMERCIAL		
5-39-201B(1)	1	0
BURGLARY, RESIDENTIAL		
5-39-201A(1)	0	2
CRIMINAL MISCHIEF - 1ST DEGREE PROPERTY OF ANOTHER VALUE \$500 OR LESS		
5-38-203A(1)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS		
5-38-204(a)(2)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204(a)(1)	2	3
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES		
5-39-203A	0	6
DISORDERLY CONDUCT		
5-71-207	0	1
DISORDERLY CONDUCT / PUBLIC PLACE USES ABUSIVE, OBSCENE SPEECH OR OBSCENE		
5-71-207A(3)	1	0
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	1	2
FAILURE TO APPEAR		
5-54-120	7	7
FAILURE TO PAY FINES & COSTS		
5-4-203	14	7
Fire (Structure/Vehicle)		
FIRE	0	1
FORGERY		
5-37-201	0	2
FRAUD IN ACQUIRE OR AUTHORIZE TO PROVIDE MOTOR VEHICLE TRANSPORTATION		

	<u>2015</u>	<u>2016</u>
5-37-524	0	1
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER ARE FORGED		
5-37-207A(3)	1	1
HARASSMENT / CONDUCT THAT REPEATEDLY CAUSES ALARM OR SERIOUS ANNOYS ANOTHER		
5-71-208A(5)	1	0
Leaving Scene of Accident/Property Damage		
27-53-102	1	1
MISSING PERSON		
MISSING	0	1
No Proof Insurance		
27-22-104	1	0
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER		
5-54-102A(1)	0	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	0	1
PUBLIC INTOXICATION / DRINKING IN PUBLIC		
5-71-212	2	2
RUNAWAY		
90I	0	1
TERRORISTIC THREATENING/2nd Degree		
5-13-301(2)A	0	2
THEFT \$1,000 OR LESS - ALL OTHERS		
5-36-103(b)(4)(A)	5	1
THEFT \$1,000 OR LESS - FROM BUILDING		
5-36-103(b)(4)(A)	0	1
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	5	2
THEFT \$25,000 OR MORE - ALL OTHERS		
5-36-103(b)(1)(A)	1	0
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - ALL OTHERS		
5-36-103(b)(3)(A)	0	2
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM VEHICLE		
5-36-103(b)(3)(A)	1	1
THEFT OF CREDIT/DEBIT CARD OR ACCOUNT NUMBERS		
5-36-103B(2)D	0	1
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	1	1
THEFT OF VEHICLE VALUED AT LESS THAN \$25,000 BUT GREATER THAN \$5,000		
5-36-103(b)(2)(A)	1	0
VIOLATION OF A PROTECTION ORDER- MISDEMEANOR		
5-53-134(b)(1)	0	1
Totals:	55	61

Farmington Police Dept.

Tickets Issued by Officer and Month for 2016

1/3/2017 11:30:39 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bertorello, James	27	28	13	20	12	21	6	9	19	22	5	0	182
Bramall, Richard	0	0	0	1	0	0	1	0	0	1	0	0	3
Brotherton, James	20	33	46	31	20	25	17	18	7	27	20	20	284
Catron, Joshua	32	23	31	30	24	21	10	7	22	14	6	8	228
Collins, John	0	0	1	11	21	62	45	44	49	33	47	40	353
Hubbard, Brian	0	0	8	0	0	0	0	0	0	0	0	0	8
Kimball, Geoffrey	30	47	58	39	39	20	6	9	33	38	30	7	356
Long, Dustin	15	14	20	23	23	19	18	10	26	6	14	16	204
Parrish, Chad	0	0	0	0	0	5	0	1	1	0	0	3	10
Redfern, William	1	0	0	0	0	0	0	0	0	0	0	0	1
Thompson, Michael	0	3	2	1	1	3	0	3	3	3	3	0	22
Wilbanks, Johnie	2	3	10	3	8	0	0	1	4	2	4	1	38

Totals:

127 151 189 159 148 176 103 102 164 146 129 95 1689

Farmington Police Department Monthly Accident Report Totals

	2005		2006		2007		2008		2009	
January	7	Subtotal	12	Subtotal	8	Subtotal	5	Subtotal	9	Subtotal
February	8	15	13	25	7	15	9	14	9	18
March	13	28	5	30	7	22	12	26	6	24
April	14	42	7	37	17	39	14	40	6	30
May	14	56	10	47	18	57	14	54	15	45
June	11	67	10	57	7	64	9	63	10	55
July	8	75	9	66	15	79	16	79	10	65
August	16	91	11	77	15	94	13	92	9	74
September	12	103	11	88	10	104	12	104	13	87
October	15	118	8	96	15	119	7	111	10	97
November	14	132	13	109	11	130	10	121	6	103
December	12	144	15	124	11	141	12	133	15	118
Yearly Total	144		124		141		133		118	

Farmington Police Department Monthly Accident Report Totals

	2010		2011		2012		2013		2014	
January	6	Subtotal	4	Subtotal	9	Subtotal	5	Subtotal	6	Subtotal
February	5	11	14	18	5	14	9	14	8	14
March	6	17	9	27	7	21	11	25	8	22
April	14	31	12	39	10	31	7	32	10	32
May	13	44	12	51	8	39	7	39	17	49
June	4	48	10	61	8	47	7	46	11	60
July	9	57	11	72	3	50	6	52	7	67
August	13	70	11	83	9	59	11	63	9	76
September	10	80	9	92	8	67	9	72	17	93
October	14	94	4	96	14	81	18	90	12	105
November	13	107	11	107	5	86	6	96	8	113
December	9	116	7	114	7	93	9	105	13	126
Yearly Total	116		114		93		105		126	

Farmington Police Department Monthly Accident Report Totals

	2015		2016		2017		2018		2019	
January	13	Subtotal	8	Subtotal		Subtotal		Subtotal		Subtotal
February	7	20	4	12		0		0		0
March	12	32	12	24		0		0		0
April	10	42	19	43		0		0		0
May	11	53	18	61		0		0		0
June	11	64	10	71		0		0		0
July	12	76	10	81		0		0		0
August	16	92	20	101		0		0		0
September	8	100	18	119		0		0		0
October	16	116	23	142		0		0		0
November	19	135	14	156		0		0		0
December	17	152	14	170		0		0		0
Yearly Total	152		170		0		0		0	

Permit Report

12/1/2016 - 12/21/2016

Permit #	Permit Date	Site Address	Permit Type	Type of Building	Description of Work	Contractor	Material & Labor	Total Fees
1435	12/20/2016	332 Claybrook	Electric	Residential	Electric for new house	Fast Electric	9,000	\$55.00
1434	12/19/2016	235 Anabranch	Building	Multi-Family	New Duplex	Rausch Coleman Homes	395,000	\$1,345.00
1433	12/19/2016	239 Anabranch	Building	Multi-Family	New Duplex	Rausch Coleman Homes	395,000	\$1,345.00
1432	12/16/2016	12198 Hwy 62	Sign	Commercial	Sign for new insurance company	D-Sign Homes	0	\$16.00
1431	12/15/2016	11092 Garland McKee	Electric	Residential	Electric for new house	Lonestar Electric	6,800	\$45.00
1430	12/15/2016	265 Anabranch	Building	Multi-Family	New Duplex	Rausch Coleman Homes	395,000	\$1,345.00
1429	12/15/2016	245 Anabranch	Building	Multi-Family	New Duplex	Rausch Coleman Homes	395,000	\$1,345.00
1428	12/15/2016	261 Anabranch	Building	Multi-Family	New Duplex	Rausch Coleman Homes	395,000	\$1,345.00
1427	12/14/2016	92 Wesley Stevens	Mechanical	Residential	Replacing existing unit for remodel	Larkin Mechanical	8,123	\$50.00
1426	12/14/2016	478 Twin Falls	Building	Residential	New House	Trademark Custom Homes	393,000	\$1,339.00
1425	12/13/2016	245 Broadway	Building	Multi-Family	New Duplex	Rausch Coleman Homes	395,000	\$1,345.00

1424	12/12/2016	92 Wesley Stevens	Electric	Residential	Electric for remodel	Maples Electric	12,500	\$70.00
1423	12/8/2016	267 Broyles	Building	Commercial	New storage buildings	RCR Conststruction	4,507,000	\$15,421.00
1422	12/8/2016	172 Glen	Building	Residential	Bedroom, Bathroom addition	Home Owner	35,000	\$185.00
1421	12/7/2016	332 Claybrook	Building	Residential	New House	Home Owner	426,000	\$1,438.00
1420	12/7/2016	509 Waterfall Ct	Building	Residential	New House	Riverwood Homes	421,000	\$1,423.00
1419	12/7/2016	379 Waterfalls	Electric	Residential	Electric for new house	Kimbel Mechanical	8,500	\$55.00
1418	12/7/2016	764 Rheas Mill Rd	Electric	Residential	Electric for new house	Power Electric	4,283	\$30.00
1417	12/7/2016	492 Rheas Mill	Building	Residential	New Carport	Home Owner	23,000	\$130.00
1416	12/7/2016	379 Waterfalls	Mechanical	Residential	HVAC for new house	Snowman Heating and cooling	8,000	\$50.00
								\$28,377.00

Total Records: 20

12/21/2016

Library
Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2016												
Total Circulation	4,587	4,346	5,076	4,400	4,170	5,537	5,108	4,696	4,353	4,521	4,410	4,338
YTD Circulation	4,587	8,933	14,009	18,409	22,579	28,116	33,224	37,920	42,273	46,794	51,204	55,542
Holds Satisfied	830	744	944	833	715	854	766	816	786	918	812	796
YTD Hold Satisfied	830	1,574	2,518	3,351	4,066	4,920	5,686	6,502	7,288	8,206	9,018	9,814
PAC Logins	862	901	972	797	893	767	798	756	663	776	737	793
YTD PAC Logins	862	1,763	2,735	3,532	4,425	5,192	5,990	6,746	7,409	8,185	8,922	9,715
New Cardholders	38	26	33	44	35	57	25	30	36	30	20	24
YTD New Cardholders	38	64	97	141	176	233	258	288	324	354	374	398
2015												
Total Circulation	5,294	4,413	5,019	4,918	4,636	5,404	5,149	4,476	4,887	4,555	4,158	4,033
YTD Circulation	5,294	9,707	14,726	19,644	24,280	29,684	34,833	39,309	44,196	48,751	52,909	56,942
Holds Satisfied	927	870	1,063	1,045	862	995	994	1,014	854	896	678	754
YTD Hold Satisfied	927	1,797	2,860	3,905	4,767	5,762	6,756	7,770	8,624	9,520	10,198	10,952
PAC Logins	832	801	1,093	1,018	1,008	853	919	779	859	874	803	806
YTD PAC Logins	832	1,633	2,726	3,744	4,752	5,605	6,524	7,303	8,162	9,036	9,839	10,645
New Cardholders	47	37	23	17	26	50	33	39	73	27	27	36
YTD New Cardholders	47	84	107	124	150	200	233	272	345	372	399	435
2014												
Total Circulation	1,642	3,610	4,428	4,518	4,757	5,663	5,854	5,670	5,564	5,302	4,408	4,891
YTD Circulation	1,642	5,252	9,680	14,198	18,955	24,618	30,472	36,142	41,706	47,008	51,416	56,307
Holds Satisfied	212	765	814	844	866	974	954	1,044	1,034	995	815	944
YTD Holds Satisfied	212	977	1,791	2,635	3,501	4,475	5,429	6,473	7,507	8,502	9,317	10,261
PAC Logins	777	748	1,048	848	979	959	1,022	1,030	993	978	889	823
YTD PAC Logins	777	1,525	2,573	3,421	4,400	5,359	6,381	7,411	8,404	9,382	10,271	11,094
New Cardholders	13	40	51	35	42	60	61	57	43	29	21	24
YTD New Cardholders	13	53	104	139	181	241	302	359	402	431	452	476

Library
Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2016												
Early Literacy Station Users	51	50	78	59	75	97	89	96	56	87	94	63
YTD Early Literacy Station Users	51	101	179	238	313	410	499	595	651	738	832	895
Users	321	334	343	322	313	319	327	443	358	284	286	275
YTD Users	321	655	998	1,320	1,633	1,952	2,279	2,722	3,080	3,364	3,650	3,925
Device Checkout	1	0	1	0	0	1	0	0	0	0	0	0
YTD Device Checkout	1	1	2	2	2	3	3	3	3	3	3	3
2015												
Users	362	280	286	389	279	302	343	395	347	377	395	413
YTD Users	362	642	928	1,317	1,596	1,898	2,241	2,636	2,983	3,360	3,755	4,168
Device Checkout	n/a	n/a	2	1	0	0	1	1	0	0	1	2
YTD Device Checkout	n/a	n/a	2	3	3	3	4	5	5	5	6	8
2014												
Users	85	271	278	298	384	361	414	464	419	433	342	368
YTD Users	85	356	634	932	1,316	1,677	2,091	2,555	2,974	3,407	3,749	4,117

**Library
Miscellaneous Services**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2016												
Color Print Services	n/a	4	30	79	27	28	37	21	15	52	11	12
YTD Color Print Services	n/a	4	34	113	140	168	205	226	241	293	304	316
Copy/Print Services	1,159	1,464	1,596	1,679	2,145	1,294	1,702	1,739	1,546	1,586	1,167	1,615
YTD Copy/Print Services	1,159	2,623	4,219	5,898	8,043	9,337	11,039	12,778	14,324	15,910	17,077	18,692
Fax Services	15	40	42	26	36	34	27	36	48	26	30	22
YTD Fax Services	15	55	97	123	159	193	220	256	304	330	360	382
Notary Services	4	7	5	8	3	3	5	2	3	4	3	1
YTD Notary Services	4	11	16	24	27	30	35	37	40	44	47	48
Reference Transactions	154	285	350	284	270	324	327	282	266	187	209	165
YTD Reference Transactions	154	439	789	1,073	1,343	1,667	1,994	2,276	2,542	2,729	2,938	3,103
Scanning Services	n/a	2	13	5	30	19	13	35	20	18	10	13
YTD Scanning Services	n/a	2	15	20	50	69	82	117	137	155	165	178
Staff Supervised Volunteer Hours	54	49	41	66	14	10	13	19	46	67	29	24
YTD Staff Supervised Volunteer Hours	54	103	144	210	224	234	247	266	312	379	408	432
Test Proctor	0	0	0	0	0	1	0	0	1	2	0	1
YTD Test Proctor	0	0	0	0	0	1	1	1	2	4	4	5

**Library
Daily Visitors**

2016	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visits	2,458	2,778	2,996	2,596	2,640	3,027	2,649	2,779	2,647	2,869	2,517	2,322
YTD Visits	2,458	5,236	8,232	10,828	13,468	16,495	19,144	21,923	24,570	27,439	29,956	32,278
2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visits	2,540	2,551	2,803	3,036	2,595	3,050	2,812	2,773	2,901	3,141	2,647	2,606
YTD Visits	2,540	5,091	7,894	10,930	13,525	16,575	19,387	22,160	25,061	28,202	30,849	33,455
2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visits	n/a	n/a	n/a	2,916	2,772	3,236	3,366	3,085	2,579	3,236	2,459	2,724
YTD Visits	n/a	n/a	n/a	2,916	5,688	8,924	12,290	15,375	17,954	21,190	23,649	26,373

**Planning Commission Minutes
November 28, 2016**

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

PRESENT

Jay Moore
Sean Schader
Matt Hutcherson
Robert Mann, Chair
Gerry Harris
Judy Horne
Bobby Wilson

ABSENT

Toni Bahn

City Employees Present: Melissa McCarville-
City Business Manager; Steve Tennant, City
Attorney; Rick Brammall, City Inspector

2. **Approval of Minutes:** October 24, 2016 minutes as amended to show that Gerry Harris was in attendance at the meeting were approved.

3. **Comments from Citizens:** No comments.

4. Set Public Hearing to Amend Zoning Ordinance Regarding Alcohol Sales:

Melissa McCarville explained that the recent approval of alcohol sales at the recent General Election requires amendment to zoning ordinance. It needs to state that alcohol can be sold in C-2 and requires permitted use status in C-1.

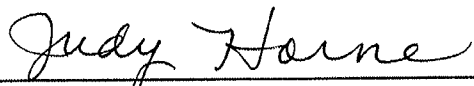
Gerry Harris moved to set the public hearing for next Planning Commission on December 27, 2016. Motion seconded by Matt Hutcherson and vote by Commissioners was unanimous.

5. **Approval of 2017 Meetings Schedule** – The proposed schedule showing Technical Review proposal submission deadlines, Technical Review meeting dates, Resubmission deadline for Technical Review to Planning Commission meetings, Commission work session dates, and Planning Commission meetings was presented.

Chairman Mann called for question and the Schedule was approved by unanimous vote.

6. **Accepted Resignation of Commissioner Sean Schader** – With regret, the Commission accepted the resignation of Commissioner Sean Schader who is moving out of the city of Farmington. He was commended for his years of service.

7. **Adjournment:** Having no further business, Bobby Wilson moved to adjourn, seconded by Matt Hutcherson and motion passed unanimously.



Judy Horne - Secretary



Robert Mann - Chair