



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

**CITY COUNCIL AGENDA
December 10, 2012**

A regular meeting of the Farmington City Council will be held on
Monday, December 10, 2012 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 Thomas
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 – November 13, 2012 minutes
6. Financial Reports.
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
 - e. Finance Committee
 - f. Historic Preservation Committee

NEW BUSINESS

10. Ordinance 2012-10 Adopt Energy Code

11. Resolution 2012-05 Adopt Municipal Budget for 2013.

12. Resolution 2012-06 Supporting Legislation to Improve Sales Tax Collection Information form the Arkansas DF&A.

13. Request approval of contracts for Storm Water and Flood Plain.

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 on November 13, 2012

The regular meeting of the Farmington City Council scheduled for Monday, November 13, 2012 was called to order at 6:00 p.m. by Mayor Ernie Penn. City Clerk Kelly Penn was absent. City Business Manager McCarville called the roll and the following Aldermen answered to their names: Patsy Pike, Sherry Mathews, Janie Steele, Brenda Cunningham, Shelly Parsley and Bobby Morgan and Terry Yopp. Alderman Lipford was absent. A quorum was declared (7). Also present were City Attorney Tennant and Financial Officer Jimmy Story. After Mayor Penn led the pledge of allegiance, he then opened the public comment portion of the meeting for citizens. There were no speakers

Approval of the minutes for October 8, 2012 Meeting - On the motion of Alderman Yopp and seconded by Alderwoman Steele and by the consent of all members present, the minutes were approved, accepted and filed as amended by the City Clerk (7/0).

Financial Reports – City sales tax was down \$2,047.50 and county sales tax was up \$4,755.08.

Entertain a motion to read all Ordinances and Resolutions by title only – On the motion of Alderman Yopp and seconded by Alderwoman Steele and by the consent of all members present (7/0), it was approved to read all Ordinances and Resolutions by title only at this meeting.

Proclamations, Special Announcements, Committee/Commission Appointments

Committee Reports - Minutes were furnished in packets.

Old Business - None

New Business

Ordinance No. 2012-09 Rezone Property Containing Approximately 4.02 Acres per Attached Legal as Requested by William E. Cook Revocable Trust

A motion made by Alderman Morgan and seconded by Alderwoman Mathews to suspend the rule requiring the reading of Ordinance 2012-09 in full on 3 different dates be suspended and that Ordinance # 2012-09 is to be read by title only one time. The motion was approved by all members present. (7/0)

City Attorney Tennant read the Ordinance by title only. Mayor Penn then asked, "Shall the Ordinance Pass?" It was approved by all members present. (7/0) A motion to pass Ordinance 2012-09 with an Emergency Clause was made by Alderwoman Steele and seconded by Alderwoman Mathews; the motion was approved by all members present. (7/0)

Approval to remove the following equipment from Public Works inventory: 6' Grade Master Double Blade SN#3597, Snapper Walk Behind Mower SN # 20000290380, Tow-Vac Sweeper SN # 152345480-006, Spectrum 375 Welder SN# LJ400160P, and 3 in 1 Tanaka Trimmer Edger SN# SND0014.

A motion was made by Alderman Yopp and seconded by Alderman Morgan to approve removal of 6' Grade Master Double Blade SN#3597, Snapper Walk Behind Mower SN # 20000290380, Tow-Vac Sweeper SN # 152345480-006, Spectrum 375 Welder SN# LJ400160P, and 3 in 1 Tanaka Trimmer Edger SN# SND0014. . The motion was approved by all members present. (7/0)

Discussion of 2013 Budget.

There being no further business to come before the Council, and on the motion of Alderwoman Steele and Seconded by Alderwoman Pike and by the consent of all members present, the meeting adjourned at 6:00 p.m., until the next regularly scheduled meeting to be held on Tuesday, December 10, 2012 at six o'clock p.m. in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

City Clerk Kelly Penn

GENERAL FUND
Balance Sheet
11/30/12

Book Value
Nov 2012
Actual

Assets

Current Assets

Cash

CATASTROPHIC MONEY MARKET	136,062.57
GENERAL FUND CHECKING ACCT	196,044.32
GENERAL FUND MONEY MARKET	1,700,137.13
Total Current Assets	\$2,032,244.02
Total Assets	\$2,032,244.02

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	112,857.68
FUND BALANCE	1,919,386.34
Total Fund Balance	\$2,032,244.02
Total Liabilities and Equity	\$2,032,244.02

GENERAL FUND
SALES TAX REPORT
10/01/12 to 10/31/12

	Oct 2012	Oct 2011
	Oct 2012	Oct 2011
	Actual	Actual
<hr/>		
Revenue		
ALCOHOL SALES TAX	60.65	
CITY SALES TAX REVENUES	27,134.37	28,669.99
SALES TAX - OTHER	82,106.95	77,351.87
STREET CITY SALES TAX	9,044.79	9,556.67
Total Revenue	\$118,346.76	\$115,578.53
Total Net Income (Loss) From Operations	\$118,346.76	\$115,578.53
Total Net Income (Loss)	\$118,346.76	\$115,578.53

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
Revenue & Expenditures					
GENERAL REVENUES					
Revenue					
ACCIDENT REPORT REVENUE	545.00	1,100.00	(555.00)	1,200.00	(655.00)
ACT 833	18,637.02	12,833.37	5,803.65	14,000.00	4,637.02
ALCOHOL SALES TAX	381.43		381.43		381.43
ANIMAL CONTROL REVENUE	2,360.00	2,291.63	68.37	2,500.00	(140.00)
BUILDING INSPECTION FEES	28,518.46	13,750.00	14,768.46	15,000.00	13,518.46
BUSINESS LICENSES	4,375.00	4,583.37	(208.37)	5,000.00	(625.00)
CITY COURT FINES	90,866.70	73,333.37	17,533.33	80,000.00	10,866.70
CITY SALES TAX REVENUES	293,075.14	265,833.37	27,241.77	290,000.00	3,075.14
COUNTY TURNBACK	368,115.52	341,916.63	26,198.89	373,000.00	(4,884.48)
DEVELOPMENT FEES	10,266.60	916.63	9,349.97	1,000.00	9,266.60
FRANCHISE FEES	299,954.63	250,735.83	49,218.80	273,530.00	26,424.63
GARAGE SALE PERMITS	3,890.00	3,208.37	681.63	3,500.00	390.00
GRANTS	126,422.00		126,422.00		126,422.00
INTEREST REVENUES	2,784.18	2,750.00	34.18	3,000.00	(215.82)
MISCELLANEOUS REVENUES	71,588.56	1,100.00	70,488.56	1,200.00	70,388.56
NEW PARK DONATIONS	19,533.29		19,533.29		19,533.29
PARK RENTAL/DONATIONS	1,180.00	1,100.00	80.00	1,200.00	(20.00)
SALES TAX - OTHER	840,102.73	741,843.63	98,259.10	809,284.00	30,818.73
SPORTS COMPLEX FEES	57,333.14	27,500.00	29,833.14	30,000.00	27,333.14
SRO REIMBURSEMENT REVE	24,409.84	28,416.63	(4,006.79)	31,000.00	(6,590.16)
STATE TURNBACK	91,354.99	87,083.33	4,271.66	95,000.00	(3,645.01)
Revenue	\$2,355,694.23	\$1,860,296.16	\$495,398.07	\$2,029,414.00	326,280.23
Revenue Less Expenditures	\$2,355,694.23	\$1,860,296.16		\$2,029,414.00	
Net Change in Fund Balance	\$2,355,694.23	\$1,860,296.16		\$2,029,414.00	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
ADMINISTRATIVE DEPT					
Expenses					
ADDITIONAL SERVICES EXPE	81,509.31	77,916.63	3,592.68	85,000.00	(3,490.69)
ADVERTISING EXPENSE	791.72	2,291.63	(1,499.91)	2,500.00	(1,708.28)
Baseball Construction Expens	644,805.05		644,805.05		644,805.05
BUILDING MAINT & CLEANIN	53,610.45	45,833.37	7,777.08	50,000.00	3,610.45
CAPITAL IMPROVEMENT	151,331.00		151,331.00		151,331.00
INSURANCES EXPENSE	22,395.00	18,333.37	4,061.63	20,000.00	2,395.00
LEGAL FEES		9,166.63	(9,166.63)	10,000.00	(10,000.00)
MATERIALS & SUPPLIES EXP	17,032.46	18,333.37	(1,300.91)	20,000.00	(2,967.54)
MISCELLANEOUS EXPENSE	743.58	1,833.37	(1,089.79)	2,000.00	(1,256.42)
NEW EQUIPMENT PURCHASE	8,875.38	9,166.63	(291.25)	10,000.00	(1,124.62)
PAYROLL EXP - CITY ATTRNY	18,283.51	25,020.38	(6,736.87)	27,295.00	(9,011.49)
PAYROLL EXP - ELECTED OFF	44,892.83	51,791.67	(6,898.84)	56,500.00	(11,607.17)
PAYROLL EXP - REGULAR	168,819.61	170,500.00	(1,680.39)	186,000.00	(17,180.39)
PLANNING COMMISSION	5,981.99	11,000.00	(5,018.01)	12,000.00	(6,018.01)
POSTAGE EXPENSE	669.07	2,750.00	(2,080.93)	3,000.00	(2,330.93)
PROFESSIONAL SERVICES	18,362.55	36,666.63	(18,304.08)	40,000.00	(21,637.45)
REPAIR & MAINT - OFFICE E	1,793.62	4,583.37	(2,789.75)	5,000.00	(3,206.38)
TECHNICAL SUPPORT	1,485.98	4,583.37	(3,097.39)	5,000.00	(3,514.02)
TRAVEL, TRAINING & MEETI	7,851.25	13,750.00	(5,898.75)	15,000.00	(7,148.75)
UTILITIES EXPENSES	29,243.77	36,666.63	(7,422.86)	40,000.00	(10,756.23)
Expenses	\$1,278,478.13	\$540,187.05	\$738,291.08	\$589,295.00	689,183.13
Revenue Less Expenditures	(\$1,278,478.13)	(\$540,187.05)		(\$589,295.00)	
Net Change in Fund Balance	(\$1,278,478.13)	(\$540,187.05)		(\$589,295.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
ANIMAL CONTROL DEPT					
Expenses					
FUEL EXPENSES	2,146.16	1,466.63	679.53	1,600.00	546.16
MATERIALS & SUPPLIES EXP	659.45	550.00	109.45	600.00	59.45
NEW EQUIPMENT PURCHASE		733.37	(733.37)	800.00	(800.00)
PAYROLL EXP - REGULAR	40,268.98	39,875.00	393.98	43,500.00	(3,231.02)
PROFESSIONAL SERVICES	13,550.00	14,758.37	(1,208.37)	16,100.00	(2,550.00)
REPAIR & MAINT - EQUIPME	91.40	458.37	(366.97)	500.00	(408.60)
TELECOMMUNICATION EXPE	1,241.54	916.63	324.91	1,000.00	241.54
TRAVEL, TRAINING & MEETI	500.00	458.37	41.63	500.00	
UNIFORMS/GEAR EXPENSE	400.89	484.00	(83.11)	528.00	(127.11)
Expenses	\$58,858.42	\$59,700.74	(\$842.32)	\$65,128.00	(6,269.58)
Revenue Less Expenditures	(\$58,858.42)	(\$59,700.74)		(\$65,128.00)	
Net Change in Fund Balance	(\$58,858.42)	(\$59,700.74)		(\$65,128.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
BUILDING PERMIT DEPT					
Expenses					
FUEL EXPENSES	2,746.00	2,291.63	454.37	2,500.00	246.00
MATERIALS & SUPPLIES EXP	125.00	458.37	(333.37)	500.00	(375.00)
PAYROLL EXP - REGULAR	76,137.96	76,083.37	54.59	83,000.00	(6,862.04)
REPAIR & MAINT - EQUIPME	74.11	202.62	(128.51)	221.00	(146.89)
TELECOMMUNICATION EXPE	1,241.58	1,283.37	(41.79)	1,400.00	(158.42)
TRAVEL, TRAINING & MEETI	2,148.40	1,833.37	315.03	2,000.00	148.40
UNIFORMS/GEAR EXPENSE	659.28	916.63	(257.35)	1,000.00	(340.72)
Expenses	\$83,132.33	\$83,069.36	\$62.97	\$90,621.00	(7,488.67)
Revenue Less Expenditures	(\$83,132.33)	(\$83,069.36)		(\$90,621.00)	
Net Change in Fund Balance	(\$83,132.33)	(\$83,069.36)		(\$90,621.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
FIRE DEPT					
Expenses					
FUEL EXPENSES	6,287.36	5,958.37	328.99	6,500.00	(212.64)
HAZMAT EXPENSES	1,369.90	1,283.37	86.53	1,400.00	(30.10)
MATERIALS & SUPPLIES EXP	5,420.14	6,416.63	(996.49)	7,000.00	(1,579.86)
MISCELLANEOUS EXPENSE		458.37	(458.37)	500.00	(500.00)
NEW EQUIPMENT PURCHASE	10,455.00	3,666.63	6,788.37	4,000.00	6,455.00
PAYROLL EXP - REGULAR	181,255.43	188,375.00	(7,119.57)	205,500.00	(24,244.57)
REPAIR & MAINT - EQUIPME	1,143.15	2,750.00	(1,606.85)	3,000.00	(1,856.85)
REPAIR & MAINT - TRUCK	3,885.65	4,125.00	(239.35)	4,500.00	(614.35)
TELECOMMUNICATION-EXPE	2,025.03	2,750.00	(724.97)	3,000.00	(974.97)
TRAVEL, TRAINING & MEETI	359.00	3,666.63	(3,307.63)	4,000.00	(3,641.00)
UNIFORMS/GEAR EXPENSE	1,706.46	7,227.88	(5,521.42)	7,885.00	(6,178.54)
Expenses	\$213,907.12	\$226,677.88	(\$12,770.76)	\$247,285.00	(33,377.88)
Revenue Less Expenditures	(\$213,907.12)	(\$226,677.88)		(\$247,285.00)	
Net Change in Fund Balance	(\$213,907.12)	(\$226,677.88)		(\$247,285.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
LAW ENFORCE - COURT					
Expenses					
MATERIALS & SUPPLIES EXP	1,205.60	1,375.00	(169.40)	1,500.00	(294.40)
MISCELLANEOUS EXPENSE		550.00	(550.00)	600.00	(600.00)
NEW EQUIPMENT PURCHASE		1,833.37	(1,833.37)	2,000.00	(2,000.00)
PAYROLL EXP - REGULAR	88,878.40	80,666.63	8,211.77	88,000.00	878.40
PRINTING EXPENSE		366.63	(366.63)	400.00	(400.00)
SPECIAL COURT COSTS	2,646.00	5,743.87	(3,097.87)	6,266.00	(3,620.00)
Expenses	\$92,730.00	\$90,535.50	\$2,194.50	\$98,766.00	(6,036.00)
Revenue Less Expenditures	(\$92,730.00)	(\$90,535.50)		(\$98,766.00)	
Net Change in Fund Balance	(\$92,730.00)	(\$90,535.50)		(\$98,766.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
LAW ENFORCE - POLICE					
Expenses					
BREATHALYZER EXPENSES	516.90	916.63	(399.73)	1,000.00	(483.10)
DRUG TASK FORCE	1,500.00	916.63	583.37	1,000.00	500.00
FUEL EXPENSES	32,988.35	34,375.00	(1,386.65)	37,500.00	(4,511.65)
MATERIALS & SUPPLIES EXP	20,394.14	22,916.63	(2,522.49)	25,000.00	(4,605.86)
MISCELLANEOUS EXPENSE	36.75	916.63	(879.88)	1,000.00	(963.25)
NEW EQUIPMENT PURCHASE	43,722.19	24,750.00	18,972.19	27,000.00	16,722.19
PAYROLL EXP - REGULAR	495,378.62	513,333.37	(17,954.75)	560,000.00	(64,621.38)
PAYROLL EXP - SRO	48,274.78	57,900.37	(9,625.59)	63,164.00	(14,889.22)
REPAIR & MAINT - AUTOMOB	13,516.89	13,750.00	(233.11)	15,000.00	(1,483.11)
REPAIR & MAINT - EQUIPME	788.78	1,375.00	(586.22)	1,500.00	(711.22)
TELECOMMUNICATION EXPE	1,981.97	2,750.00	(768.03)	3,000.00	(1,018.03)
TRAVEL, TRAINING & MEETI	1,218.92	3,190.88	(1,971.96)	3,481.00	(2,262.08)
UNIFORMS/GEAR EXPENSE	12,877.55	3,208.37	9,669.18	3,500.00	9,377.55
Expenses	\$673,195.84	\$680,299.51	(\$7,103.67)	\$742,145.00	(68,949.16)
Revenue Less Expenditures	(\$673,195.84)	(\$680,299.51)		(\$742,145.00)	
Net Change in Fund Balance	(\$673,195.84)	(\$680,299.51)		(\$742,145.00)	

GENERAL FUND

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
LIBRARY					
Expenses					
LIBRARY TRANSFER	19,612.00	17,977.63	1,634.37	19,612.00	
Expenses	\$19,612.00	\$17,977.63	\$1,634.37	\$19,612.00	
Revenue Less Expenditures	(\$19,612.00)	(\$17,977.63)		(\$19,612.00)	
Net Change in Fund Balance	(\$19,612.00)	(\$17,977.63)		(\$19,612.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2012 Nov 2012 Actual	Jan 2012 Nov 2012 Budget	Jan 2012 Nov 2012 Variance	Jan 2012 Dec 2012	Jan 2012 Dec 2012 Variance
PARKS DEPT					
Expenses					
FUEL EXPENSES	1,490.06	1,394.25	95.81	1,521.00	(30.94)
MATERIALS & SUPPLIES EXP	5,029.96	4,583.33	446.63	5,000.00	29.96
MISCELLANEOUS EXPENSE		1,375.00	(1,375.00)	1,500.00	(1,500.00)
NEW EQUIPMENT PURCHASE	24,482.97	27,500.00	(3,017.03)	30,000.00	(5,517.03)
PAYROLL EXP - REGULAR	42,067.26	41,708.37	358.89	45,500.00	(3,432.74)
PAYROLL EXP - SPORTS COM	43,158.49	46,291.63	(3,133.14)	50,500.00	(7,341.51)
PROFESSIONAL SERVICES	1,500.00	916.63	583.37	1,000.00	500.00
REPAIR & MAINT - EQUIPME	1,414.38	1,833.37	(418.99)	2,000.00	(585.62)
SPORTS COMPLEX EXPENSE		34,412.58	(34,412.58)	37,541.00	(37,541.00)
SPORTS PARK FUEL	2,054.94		2,054.94		2,054.94
SPORTS PARK MATERIALS	33,062.12		33,062.12		33,062.12
SPORTS PARK NEW EQUIP	4,178.50		4,178.50		4,178.50
SPORTS PARK PROF SERV	29,729.65		29,729.65		29,729.65
SPORTS PARK REPAIR/MAIN	432.53		432.53		432.53
SPORTS PARK UNIFORMS	566.45		566.45		566.45
SPORTS PARK UTILITIES	32,894.20		32,894.20		32,894.20
UTILITIES EXPENSES	2,057.77	1,833.37	224.40	2,000.00	57.77
Expenses	\$224,119.28	\$161,848.53	\$62,270.75	\$176,562.00	47,557.28
Revenue Less Expenditures	(\$224,119.28)	(\$161,848.53)		(\$176,562.00)	
Net Change in Fund Balance	(\$224,119.28)	(\$161,848.53)		(\$176,562.00)	

STREET FUND
Balance Sheet
11/30/12

Book Value
Nov 2012
Actual

Assets

Current Assets

Cash

STREET FUND CHECKING ACCT	202,442.87
STREET FUND MONEY MARKET	2,505.43
Total Current Assets	\$204,948.30
Total Assets	\$204,948.30

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	(481,702.24)
FUND BALANCE	686,650.54
Total Fund Balance	\$204,948.30
Total Liabilities and Equity	\$204,948.30

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2012 Nov 2012 Actual	Year-To-Date Jan 2012 Nov 2012 Budget	Year-To-Date Jan 2012 Nov 2012 Variance	Annual Budget Jan 2012 Dec 2012	Annual Budget Jan 2012 Dec 2012 Variance
Revenue & Expenditures					
Revenue					
INTEREST REVENUES	133.08	183.37	(50.29)	200.00	(66.92)
MISCELLANEOUS REVENUES	11,489.71	91.63	11,398.08	100.00	11,389.71
STREET CITY SALES TAX	97,691.69	82,500.00	15,191.69	90,000.00	7,691.69
STREET COUNTY TURNBACK	40,349.01	27,500.00	12,849.01	30,000.00	10,349.01
STREET STATE TURNBACK	251,226.70	215,955.63	35,271.07	235,588.00	15,638.70
Revenue	\$400,890.19	\$326,230.63	\$74,659.56	\$355,888.00	45,002.19
Expenses					
FUEL EXPENSES	7,816.23	9,166.63	(1,350.40)	10,000.00	(2,183.77)
INSURANCES EXPENSE	4,507.05	2,108.37	2,398.68	2,300.00	2,207.05
MATERIALS & SUPPLIES EXPENSE	7,517.28	13,750.00	(6,232.72)	15,000.00	(7,482.72)
MISCELLANEOUS EXPENSE		905.63	(905.63)	988.00	(988.00)
NEW EQUIPMENT PURCHASE	15,211.56	27,500.00	(12,288.44)	30,000.00	(14,788.44)
PAYROLL EXP - REGULAR	114,137.63	119,166.63	(5,029.00)	130,000.00	(15,862.37)
PROFESSIONAL SERVICES	15,332.81	9,166.63	6,166.18	10,000.00	5,332.81
REPAIR & MAINT - EQUIPMENT	6,106.89	9,166.63	(3,059.74)	10,000.00	(3,893.11)
STREET LIGHTS	37,272.47	41,250.00	(3,977.53)	45,000.00	(7,727.53)
STREET/ROAD REPAIRS	271,515.74	85,250.00	186,265.74	93,000.00	178,515.74
TELECOMMUNICATION EXPENSES	1,930.93	1,650.00	280.93	1,800.00	130.93
TRAVEL, TRAINING & MEETINGS		916.63	(916.63)	1,000.00	(1,000.00)
UNIFORMS/GEAR EXPENSE	1,609.04	1,650.00	(40.96)	1,800.00	(190.96)
UTILITIES EXPENSES	4,329.65	4,583.37	(253.72)	5,000.00	(670.35)
Expenses	\$487,287.28	\$326,230.52	\$161,056.76	\$355,888.00	131,399.28
Revenue Less Expenditures	(\$86,397.09)	\$0.11			
Net Change in Fund Balance	(\$86,397.09)	\$0.11			

Fund Balances

Beginning Fund Balance	291,345.39	
Net Change in Fund Balance	(86,397.09)	0.11
Ending Fund Balance	204,948.30	

LIBRARY FUND
Balance Sheet
11/30/12

Book Value
Nov 2012
Actual

Assets

Current Assets

Cash

LIBRARY CHECKING ACCT	43,119.40
LIBRARY MONEY MARKET	50,212.00
Total Current Assets	\$93,331.40
Total Assets	\$93,331.40

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	48,770.68
FUND BALANCE	44,560.72
Total Fund Balance	\$93,331.40
Total Liabilities and Equity	\$93,331.40

LIBRARY FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2012 Nov 2012 Actual	Year-To-Date Jan 2012 Nov 2012 Budget	Year-To-Date Jan 2012 Nov 2012 Variance	Annual Budget Jan 2012 Dec 2012	Annual Budget Jan 2012 Dec 2012 Variance
Revenue & Expenditures					
Revenue					
FINES/LOST ITEMS	3,144.45	2,750.00	394.45	3,000.00	144.45
INTEREST REVENUES	38.80		38.80		38.80
MISCELLANEOUS REVENUES	744.61		744.61		744.61
TRANS FROM GENERAL FUND	19,612.00	17,977.63	1,634.37	19,612.00	
WASHINGTON CO LIBRARY REVE	131,117.13	124,465.88	6,651.25	135,781.00	(4,663.87)
Revenue	\$154,656.99	\$145,193.51	\$9,463.48	\$158,393.00	(3,736.01)
Expenses					
BOOKS AND MEDIA	27,665.27	39,233.37	(11,568.10)	42,800.00	(15,134.73)
INSURANCES EXPENSE	840.00	916.63	(76.63)	1,000.00	(160.00)
LIBRARY RESERVE		85.25	(85.25)	93.00	(93.00)
MATERIALS & SUPPLIES EXPENSE	6,148.20	6,875.00	(726.80)	7,500.00	(1,351.80)
MISCELLANEOUS EXPENSE	368.88	458.37	(89.49)	500.00	(131.12)
NEW EQUIPMENT PURCHASE	1,088.17	6,416.63	(5,328.46)	7,000.00	(5,911.83)
PAYROLL EXP - REGULAR	86,400.88	76,541.63	9,859.25	83,500.00	2,900.88
POSTAGE EXPENSE	464.68	458.37	6.31	500.00	(35.32)
PROGRAMS EXPENSE	541.35	458.37	82.98	500.00	41.35
TECHNICAL SUPPORT	795.00	3,666.63	(2,871.63)	4,000.00	(3,205.00)
TRAVEL, TRAINING & MEETINGS	522.78	916.63	(393.85)	1,000.00	(477.22)
UTILITIES EXPENSES	5,749.55	9,166.63	(3,417.08)	10,000.00	(4,250.45)
Expenses	\$130,584.76	\$145,193.51	(\$14,608.75)	\$158,393.00	(27,808.24)
Revenue Less Expenditures	\$24,072.23				
Net Change in Fund Balance	\$24,072.23				

Fund Balances

Beginning Fund Balance	69,259.17
Net Change in Fund Balance	24,072.23
Ending Fund Balance	93,331.40



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 Thomas, City Clerk
From: Melissa McCarville
Re: Ordinance adopting the Arkansas Energy Code
Date: December 5, 2012

Recommendation

State of Arkansas requires adoption of this ordinance.

Background

This is a mandate from the state.

Discussion

This is an updated energy code that is required to be adopted.

Budget Impact

No impact.

ORDINANCE 2012-10

AN ORDINANCE PROVIDING MINIMUM ENERGY STANDARDS FOR THE DESIGN OF NEW BUILDINGS AND STRUCTURES OR PORTIONS AND ADDITIONS TO EXISTING BUILDINGS THAT PROVIDE FACILITIES OR SHELTER FOR PUBLIC ASSEMBLY, EDUCATION, BUSINESS, MERCANTILE, INSTITUTIONAL, STORAGE, AND RESIDENTIAL OCCUPANCIES, AS WELL AS THOSE PORTIONS OF FACTORY AND INDUSTRIAL OCCUPANCIES DESIGNED PRIMARILY FOR HUMAN OCCUPANCY BY REGULATING THEIR EXTERIOR ENVELOPES AND THE SELECTION OF THEIR HVAC, SERVICE WATER HEATING, ELECTRICAL DISTRIBUTION AND ILLUMINATING SYSTEMS AND EQUIPMENT FOR EFFECTIVE USE OF ENERGY.

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

Section 1. ADOPTION OF ENERGY CODE.

There is hereby adopted by the City Council of the city of Farmington, Arkansas, for the purpose of establishing rules and regulations for energy efficient standards for new building construction, this code known as the 2011 Arkansas Energy Code, being particularly the 2011 Arkansas Energy Code edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended, of which not less than three (3) copies of this ordinance, as well as, three (3) copies of the 2011 Arkansas Energy Code, have been and now are filed in the office of the Clerk or Recorder of the city of the City of Farmington, Arkansas, and the same ordinance is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling in the construction of all buildings and structures therein contained within the corporate limits of the City of the City of Farmington, Arkansas.

Section 2. INCONSISTENT ORDINANCES REPEALED.

Ordinances or parts thereof in force at the time that this ordinance shall take effect, if inconsistent herewith, are hereby repealed.

Section 3. EMERGENCY CLAUSE.

Whereas it is of the utmost urgency that the city of Farmington, Arkansas, have an up-to-date Energy Code to protect the citizens of our city, therefore, an Emergency is hereby declared to exist and this ordinance being necessary for the immediate protection of the public shall take effect immediately on its passage and approval.

PASSED AND APPROVED THIS 10TH DAY OF DECEMBER, 2012.

APPROVED:

**By: _____
Ernie Penn, Mayor**

ATTEST:

**_____
Kelly Penn, City Clerk**

RESOLUTION NO. 2012-05

A RESOLUTION PROVIDING FOR THE ADOPTION OF A BUDGET FOR THE CITY OF FARMINGTON, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2013 AND ENDING DECEMBER 31, 2013 , APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has made a comprehensive study and review of the proposed budget submitted by the mayor, and;

WHEREAS, it is the finding and conclusion of the City Council that the schedules and exhibits of anticipated revenues and expenditures for the calendar year appear to be as accurate as possible for budgetary purposes.

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

Section 1: This resolution shall be known as the budget resolution for the City of Farmington, Arkansas, for the twelve (12) month period beginning January 1, 2013 and ending December 31, 2013. The attached budget, incorporated herein as if set out word for word and figure for figure, reflects estimated revenues and expenditures as set forth on the succeeding pages.

Section 2: The respective funds for each item of expenditure proposed in the budget for 2013 are hereby approved and adopted for the operation of the City of Farmington, Arkansas, by the City Council on this date and constitute an appropriation of funds which are lawfully applicable to the items contained within the budget. This budget may be altered or revised by action of this governing body and unpledged funds may be subsequently appropriated to another purpose except as prohibited by law. A.C.A. § 14-58-203(a).

Section 3: The Mayor or his duly-authorized representative may approve for payment, out of funds appropriated by this budget or otherwise approved by the city council for those purposes, or may disapprove any bills, debts, or liabilities asserted as claims against the City up to a maximum amount allowed by Arkansas law and the payment or disapproval of any bills, debts or liabilities exceeding that amount shall require the confirmation of this governing body. A.C.A. § 14-58-305 Provided, however, that the

execution of all contracts and conveyances and lease contracts shall be performed by the mayor and city clerk when authorized by a resolution in writing and approved by a majority vote of the city council present and participating.

Section 4: If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

PASSED AND APPROVED this 10th day of December, 2012.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Thomas, City Clerk

GENERAL REVENUES
GENERAL FUND

	Budget	NEW Budget
	01/01/12	01/01/13
	12/31/12	12/31/13
<input type="checkbox"/> Revenue		
<input type="checkbox"/> Court Fines and Fees		
CITY COURT FINES	80,000.00	80,000.00
Court Fines and Fees Total	80,000.00	80,000.00
<input type="checkbox"/> State Turnback		
STATE TURNBACK	95,000.00	95,000.00
STREET STATE TURNBACK	0.00	0.00
State Turnback Total	95,000.00	95,000.00
<input type="checkbox"/> Other Permits and Charges		
ACCIDENT REPORT REVENUES	1,200.00	600.00
ACT 1256 REVENUES	0.00	0.00
ACT 833	14,000.00	14,600.00
ANIMAL CONTROL REVENUES	2,500.00	2,500.00
ARNC LOAN REVENUE	0.00	0.00
BOND EARNINGS	0.00	0.00
BOND FUND	0.00	0.00
BOND FUND REIMB REVENUES	0.00	0.00
BOND PROCEEDS	0.00	0.00
BOND SALES REVENUES	0.00	0.00
BUILDING INSPECTION FEES	15,000.00	15,000.00
BUSINESS LICENSES	5,000.00	5,000.00
CITY SALES TAX REVENUES - 1995	0.00	0.00
CITY SALES TAX REVENUES - 2005	0.00	0.00
DEVELOPMENT FEES	1,000.00	1,000.00
FAYETTEVILLE SHARE	0.00	0.00
FEDERAL FORFEITURES REVENUES	0.00	0.00
FEMA REIMBURSEMENT	0.00	0.00
FINES & COSTS	0.00	0.00
FINES/LOST ITEMS	0.00	0.00
GARAGE SALE PERMITS	3,500.00	3,500.00
GRANTS	0.00	0.00
INSTALLMENT FEES	0.00	0.00
INSURANCE TURNBACK	0.00	0.00
INTEREST REVENUES	3,000.00	2,000.00
INVESTMENT TRANSFER INCOME	0.00	0.00
LOAN PROCEEDS	0.00	0.00
MISCELLANEOUS REVENUES	1,200.00	1,200.00
MUNICIPAL LEAGUE REFUND	0.00	0.00
NEW PARK DONATIONS	0.00	0.00
PARK RENTAL/DONATIONS	1,200.00	1,200.00
SEWER SURGHARGE	0.00	0.00
SEWER TURNBACK REVENUES	0.00	0.00
SPORTS COMPLEX FEES	30,000.00	56,000.00
SRO REIMBURSEMENT REVENUES	31,000.00	31,000.00
STATE FORFEITURES REVENUE	0.00	0.00
STATE FUNDS REVENUES (ACT 833)	0.00	0.00
TRANS FROM GENERAL FUND	0.00	0.00
TRANS FROM GENERAL FUND	0.00	0.00
TRANS FROM STREET FUND	0.00	0.00
TRANSFER INCOME	0.00	0.00
WASHINGTON CO LIBRARY REVENUES	0.00	0.00
Other Permits and Charges Total	108,600.00	133,600.00
<input type="checkbox"/> Franchise Tax		
FRANCHISE FEES	273,530.00	273,538.00
Franchise Tax Total	273,530.00	273,538.00
<input type="checkbox"/> Local Sales Taxes		

GENERAL REVENUES
GENERAL FUND

	Budget	NEW Budget
	01/01/12	01/01/13
	12/31/12	12/31/13
ALCOHOL SALES TAX	0.00	600.00
CITY SALES TAX 2010	0.00	0.00
CITY SALES TAX REVENUES	290,000.00	305,000.00
SALES TAX - OTHER	809,284.00	886,000.00
STREET CITY SALES TAX	0.00	0.00
Local Sales Taxes Total	1,099,284.00	1,191,600.00
<input checked="" type="checkbox"/> 5-Mill Tax		
COUNTY TURNBACK	373,000.00	373,000.00
STREET COUNTY TURNBACK	0.00	0.00
5-Mill Tax Total	373,000.00	373,000.00
Revenue Total	2,029,414.00	2,146,738.00

FIRE DEPT
GENERAL FUND

	Budget	NEW Budget	
	01/01/12	01/01/13	Calculated
	12/31/12	12/31/13	Total
<input type="checkbox"/> Expenses			
<input type="checkbox"/> Salaries Expense			
PAYROLL EXP - REGULAR	205,500.00	209,850.00	209,850.00
Salaries Expense Total	209,850.00	209,850.00	209,850.00
<input type="checkbox"/> Fixed Asset Expense			
NEW EQUIPMENT PURCHASE	4,000.00	4,000.00	4,000.00
Fixed Asset Expense Total	4,000.00	4,000.00	4,000.00
<input type="checkbox"/> Supplies Expense			
MATERIALS & SUPPLIES EXPENSE	7,000.00	7,000.00	7,000.00
UNIFORMS/GEAR EXPENSE	7,885.00	11,162.00	11,162.00
Supplies Expense Total	18,162.00	18,162.00	18,162.00
<input type="checkbox"/> Other Expense			
FUEL EXPENSES	6,500.00	7,500.00	7,500.00
HAZMAT EXPENSES	1,400.00	2,400.00	2,400.00
MISCELLANEOUS EXPENSE	500.00	500.00	500.00
REPAIR & MAINT - EQUIPMENT	3,000.00	3,000.00	3,000.00
REPAIR & MAINT - TRUCK	4,500.00	5,000.00	5,000.00
TELECOMMUNICATION EXPENSES	3,000.00	4,000.00	4,000.00
TRAVEL, TRAINING & MEETINGS	4,000.00	4,000.00	4,000.00
Other Expense Total	26,400.00	26,400.00	26,400.00
Expenses Total	258,412.00	258,412.00	258,412.00
<input type="checkbox"/> Assets			
<input type="checkbox"/> Cash			
GENERAL FUND CHECKING ACCT	(247,285.00)	(258,412.00)	(258,412.00)
Cash Total	(247,285.00)	(258,412.00)	(258,412.00)
Assets Total	(247,285.00)	(258,412.00)	(258,412.00)

ADMINISTRATIVE DEPT
GENERAL FUND

	Budget	NEW Budget
	01/01/12	01/01/13
	12/31/12	12/31/13
<input checked="" type="checkbox"/> Expenses		
<input checked="" type="checkbox"/> Salaries Expense		
PAYROLL EXP - CITY ATTRNY	27,295.00	27,295.00
PAYROLL EXP - ELECTED OFFICIAL	56,500.00	56,500.00
PAYROLL EXP - REGULAR	186,000.00	191,000.00
Salaries Expense Total	269,795.00	274,795.00
<input checked="" type="checkbox"/> Administrative Expense		
ADDITIONAL SERVICES EXPENSE	85,000.00	90,000.00
Administrative Expense Total	85,000.00	90,000.00
<input checked="" type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	10,000.00	16,000.00
Fixed Asset Expense Total	10,000.00	16,000.00
<input checked="" type="checkbox"/> Supplies Expense		
BUILDING MAINT & CLEANING	50,000.00	50,000.00
MATERIALS & SUPPLIES EXPENSE	20,000.00	22,000.00
Supplies Expense Total	70,000.00	72,000.00
<input checked="" type="checkbox"/> Utilities Expense		
UTILITIES EXPENSES	40,000.00	42,000.00
Utilities Expense Total	40,000.00	42,000.00
<input checked="" type="checkbox"/> Other Expense		
ADVERTISING EXPENSE	2,500.00	2,500.00
INSURANCES EXPENSE	20,000.00	22,000.00
LEGAL FEES	10,000.00	10,000.00
MISCELLANEOUS EXPENSE	2,000.00	2,000.00
PLANNING COMMISSION	12,000.00	12,000.00
POSTAGE EXPENSE	3,000.00	4,000.00
PROFESSIONAL SERVICES	40,000.00	41,518.00
REPAIR & MAINT - OFFICE EQUIP	5,000.00	6,000.00
TECHNICAL SUPPORT	5,000.00	6,000.00
TRAVEL, TRAINING & MEETINGS	15,000.00	15,000.00
Other Expense Total	114,500.00	121,018.00
Expenses Total	589,295.00	615,813.00

LAW ENFORCE - POLICE
GENERAL FUND

	Budget	NEW Budget
	01/01/12	01/01/13
	12/31/12	12/31/13
<input type="checkbox"/> Expenses		
<input type="checkbox"/> Salaries Expense		
PAYROLL EXP - REGULAR	560,000.00	577,000.00
PAYROLL EXP - SRO	63,164.00	64,430.00
Salaries Expense Total	623,164.00	641,430.00
<input type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	27,000.00	32,000.00
Fixed Asset Expense Total	27,000.00	32,000.00
<input type="checkbox"/> Supplies Expense		
BREATHALYZER EXPENSES	1,000.00	1,000.00
MATERIALS & SUPPLIES EXPENSE	25,000.00	25,114.00
UNIFORMS/GEAR EXPENSE	3,500.00	8,000.00
Supplies Expense Total	29,500.00	34,114.00
<input type="checkbox"/> Other Expense		
DRUG TASK FORCE	1,000.00	2,000.00
FUEL EXPENSES	37,500.00	37,500.00
MISCELLANEOUS EXPENSE	1,000.00	1,000.00
REPAIR & MAINT - AUTOMOBILES	15,000.00	20,000.00
REPAIR & MAINT - EQUIPMENT	1,500.00	1,500.00
TELECOMMUNICATION EXPENSES	3,000.00	2,500.00
TRAVEL, TRAINING & MEETINGS	3,481.00	3,500.00
Other Expense Total	62,481.00	68,000.00
Expenses Total	742,145.00	775,544.00

PARKS DEPT
GENERAL FUND

	Budget	NEW Budget	
	01/01/12	01/01/13	Calculated
	12/31/12	12/31/13	Total
<input checked="" type="checkbox"/> Expenses			
<input checked="" type="checkbox"/> Salaries Expense			
PAYROLL EXP - REGULAR	45,500.00	46,410.00	46,410.00
PAYROLL EXP - SPORTS COMPLEX	50,500.00	51,500.00	51,500.00
Salaries Expense Total	96,000.00	97,910.00	97,910.00
<input checked="" type="checkbox"/> Fixed Asset Expense			
NEW EQUIPMENT PURCHASE	30,000.00	12,000.00	12,000.00
Fixed Asset Expense Total	30,000.00	12,000.00	12,000.00
<input checked="" type="checkbox"/> Supplies Expense			
MATERIALS & SUPPLIES EXPENSE	5,000.00	5,000.00	5,000.00
UNIFORMS/GEAR EXPENSE	0.00	750.00	750.00
Supplies Expense Total	5,000.00	5,750.00	5,750.00
<input checked="" type="checkbox"/> Utilities Expense			
UTILITIES EXPENSES	2,000.00	2,200.00	2,200.00
Utilities Expense Total	2,000.00	2,200.00	2,200.00
<input checked="" type="checkbox"/> Other Expense			
FUEL EXPENSES	1,521.00	2,200.00	2,200.00
MISCELLANEOUS EXPENSE	1,500.00	1,500.00	1,500.00
PROFESSIONAL SERVICES	1,000.00	1,000.00	1,000.00
REPAIR & MAINT - EQUIPMENT	2,000.00	2,000.00	2,000.00
SPORTS COMPLEX EXPENSE	37,541.00	0.00	0.00
SPORTS PARK FUEL	0.00	2,000.00	2,000.00
SPORTS PARK MATERIALS	0.00	12,000.00	12,000.00
SPORTS PARK NEW EQUIP	0.00	5,000.00	5,000.00
SPORTS PARK PROF SERV	0.00	30,000.00	30,000.00
SPORTS PARK REPAIR/MAINT	0.00	1,197.00	1,197.00
SPORTS PARK UNIFORMS	0.00	750.00	750.00
SPORTS PARK UTILITIES	0.00	35,000.00	35,000.00
Other Expense Total	43,562.00	92,647.00	92,647.00
Expenses Total	176,562.00	210,507.00	210,507.00
<input checked="" type="checkbox"/> Assets			
<input checked="" type="checkbox"/> Cash			
GENERAL FUND CHECKING ACCT	(176,562.00)	(210,507.00)	(210,507.00)
Cash Total	(176,562.00)	(210,507.00)	(210,507.00)
Assets Total	(176,562.00)	(210,507.00)	(210,507.00)

ANIMAL CONTROL DEPT
GENERAL FUND

		Budget	NEW Budget
		01/01/12	01/01/13
		12/31/12	12/31/13
<input checked="" type="checkbox"/>	Expenses		
<input checked="" type="checkbox"/>	Salaries Expense		
	PAYROLL EXP - REGULAR	43,500.00	45,400.00
	Salaries Expense Total	43,500.00	45,400.00
<input checked="" type="checkbox"/>	Fixed Asset Expense		
	NEW EQUIPMENT PURCHASE	800.00	800.00
	Fixed Asset Expense Total	800.00	800.00
<input checked="" type="checkbox"/>	Supplies Expense		
	MATERIALS & SUPPLIES EXPENSE	600.00	600.00
	UNIFORMS/GEAR EXPENSE	528.00	728.00
	Supplies Expense Total	1,128.00	1,328.00
<input checked="" type="checkbox"/>	Other Expense		
	FUEL EXPENSES	1,600.00	2,430.00
	PROFESSIONAL SERVICES	16,100.00	16,100.00
	REPAIR & MAINT - EQUIPMENT	500.00	500.00
	TELECOMMUNICATION EXPENSES	1,000.00	1,000.00
	TRAVEL, TRAINING & MEETINGS	500.00	500.00
	Other Expense Total	19,700.00	20,530.00
	Expenses Total	65,128.00	68,058.00

BUILDING PERMIT DEPT
GENERAL FUND

		Budget	NEW Budget
		01/01/12	01/01/13
		12/31/12	12/31/13
Expenses			
Salaries Expense			
	PAYROLL EXP - REGULAR	83,000.00	84,600.00
	Salaries Expense Total	83,000.00	84,600.00
Supplies Expense			
	MATERIALS & SUPPLIES EXPENSE	500.00	1,000.00
	UNIFORMS/GEAR EXPENSE	1,000.00	1,000.00
	Supplies Expense Total	1,500.00	2,000.00
Other Expense			
	FUEL EXPENSES	2,500.00	3,000.00
	REPAIR & MAINT - EQUIPMENT	221.00	1,000.00
	TELECOMMUNICATION EXPENSES	1,400.00	1,600.00
	TRAVEL, TRAINING & MEETINGS	2,000.00	2,500.00
	Other Expense Total	6,121.00	8,100.00
	Expenses Total	90,621.00	94,700.00
Assets			
Cash			
	GENERAL FUND CHECKING ACCT	(90,621.00)	(94,700.00)

LAW ENFORCE - COURT
GENERAL FUND

		NEW	
		Budget	Budget
		01/01/12	01/01/13
		12/31/12	12/31/13
<input checked="" type="checkbox"/> Expenses			
<input checked="" type="checkbox"/> Salaries Expense			
	PAYROLL EXP - REGULAR	88,000.00	89,760.00
	Salaries Expense Total	88,000.00	89,760.00
<input checked="" type="checkbox"/> Fixed Asset Expense			
	NEW EQUIPMENT PURCHASE	2,000.00	3,000.00
	Fixed Asset Expense Total	2,000.00	3,000.00
<input checked="" type="checkbox"/> Supplies Expense			
	MATERIALS & SUPPLIES EXPENSE	1,500.00	2,100.00
	PRINTING EXPENSE	400.00	0.00
	Supplies Expense Total	1,900.00	2,100.00
<input checked="" type="checkbox"/> Other Expense			
	MISCELLANEOUS EXPENSE	600.00	400.00
	SPECIAL COURT COSTS	6,266.00	6,000.00
	TRAVEL, TRAINING & MEETINGS	0.00	1,950.00
	Other Expense Total	6,866.00	8,350.00
	Expenses Total	98,766.00	103,210.00
<input checked="" type="checkbox"/> Assets			
<input checked="" type="checkbox"/> Cash			
	GENERAL FUND CHECKING ACCT	(98,766.00)	(103,210.00)
	Cash Total	(98,766.00)	(103,210.00)
	Assets Total	(98,766.00)	(103,210.00)

LIBRARY DEPT
GENERAL FUND

		NEW	
		Budget	Budget
		01/01/12	01/01/13
		12/31/12	12/31/13
<input checked="" type="checkbox"/> Expenses			
<input checked="" type="checkbox"/> Other Expense			
	LIBRARY TRANSFER	19,612.00	20,494.00
	Other Expense Total	19,612.00	20,494.00
	Expenses Total	19,612.00	20,494.00
<input checked="" type="checkbox"/> Assets			
<input checked="" type="checkbox"/> Cash			
	GENERAL FUND CHECKING ACCT	(19,612.00)	(20,494.00)
	Cash Total	(19,612.00)	(20,494.00)
	Assets Total	(19,612.00)	(20,494.00)

STREET FUND BUDGET
STREET FUND

	Budget	NEW Budget
	01/01/12	01/01/13
	12/31/12	12/31/13
Revenue		
<input checked="" type="checkbox"/> State Turnback		
STREET STATE TURNBACK	235,588.00	266,500.00
State Turnback Total	235,588.00	266,500.00
<input checked="" type="checkbox"/> Other Permits and Charges		
INTEREST REVENUES	200.00	200.00
MISCELLANEOUS REVENUES	100.00	100.00
Other Permits and Charges Total	300.00	300.00
<input checked="" type="checkbox"/> Local Sales Taxes		
STREET CITY SALES TAX	90,000.00	102,000.00
Local Sales Taxes Total	90,000.00	102,000.00
<input checked="" type="checkbox"/> 5-Mill Tax		
STREET COUNTY TURNBACK	30,000.00	29,794.00
5-Mill Tax Total	30,000.00	29,794.00
Revenue Total	355,888.00	398,594.00
Expenses		
<input checked="" type="checkbox"/> Salaries Expense		
PAYROLL EXP - REGULAR	130,000.00	144,000.00
Salaries Expense Total	130,000.00	144,000.00
<input checked="" type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	30,000.00	5,000.00
Fixed Asset Expense Total	30,000.00	5,000.00
<input checked="" type="checkbox"/> Supplies Expense		
MATERIALS & SUPPLIES EXPENSE	15,000.00	13,000.00
UNIFORMS/GEAR EXPENSE	1,800.00	2,000.00
Supplies Expense Total	16,800.00	15,000.00
<input checked="" type="checkbox"/> Utilities Expense		
UTILITIES EXPENSES	5,000.00	5,000.00
Utilities Expense Total	5,000.00	5,000.00
<input checked="" type="checkbox"/> Other Expense		
FUEL EXPENSES	10,000.00	8,500.00
INSURANCES EXPENSE	2,300.00	2,300.00
MISCELLANEOUS EXPENSE	988.00	494.00
PROFESSIONAL SERVICES	10,000.00	10,000.00
REPAIR & MAINT - EQUIPMENT	10,000.00	10,000.00
STREET LIGHTS	45,000.00	45,000.00
STREET/ROAD REPAIRS	93,000.00	150,500.00
TELECOMMUNICATION EXPENSES	1,800.00	1,800.00
TRAVEL, TRAINING & MEETINGS	1,000.00	1,000.00
Other Expense Total	174,088.00	229,594.00
Expenses Total	355,888.00	398,594.00

**LIBRARY BUDET
LIBRARY FUND**

	Budget	NEW Budget
	01/01/12	01/01/13
	12/31/12	12/31/13
<input checked="" type="checkbox"/> Revenue		
<input checked="" type="checkbox"/> Other Permits and Charges		
FINES/LOST ITEMS	3,000.00	3,000.00
TRANS FROM GENERAL FUND	19,612.00	20,494.00
WASHINGTON CO LIBRARY REVENUES	135,781.00	138,442.00
Other Permits and Charges Total	158,393.00	161,936.00
Revenue Total	158,393.00	161,936.00
<input checked="" type="checkbox"/> Expenses		
<input checked="" type="checkbox"/> Salaries Expense		
PAYROLL EXP - REGULAR	83,500.00	107,500.00
Salaries Expense Total	83,500.00	107,500.00
<input checked="" type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	7,000.00	2,000.00
Fixed Asset Expense Total	7,000.00	2,000.00
<input checked="" type="checkbox"/> Supplies Expense		
BOOKS AND MEDIA	42,800.00	35,000.00
MATERIALS & SUPPLIES EXPENSE	7,500.00	5,200.00
PROGRAMS EXPENSE	500.00	500.00
Supplies Expense Total	50,800.00	40,700.00
<input checked="" type="checkbox"/> Utilities Expense		
UTILITIES EXPENSES	10,000.00	8,000.00
Utilities Expense Total	10,000.00	8,000.00
<input checked="" type="checkbox"/> Other Expense		
INSURANCES EXPENSE	1,000.00	900.00
LIBRARY RESERVE	93.00	36.00
MISCELLANEOUS EXPENSE	500.00	400.00
POSTAGE EXPENSE	500.00	400.00
TECHNICAL SUPPORT	4,000.00	1,500.00
TRAVEL, TRAINING & MEETINGS	1,000.00	500.00
Other Expense Total	7,093.00	3,736.00
Expenses Total	158,393.00	161,936.00
<input checked="" type="checkbox"/> Assets		
<input checked="" type="checkbox"/> Cash		
LIBRARY CHECKING ACCT	0.00	0.00
Cash Total	0.00	0.00
Assets Total	0.00	0.00

Position Title 2013	Salary Grade
City Business Manager	23
Fire Chief	20
Police Chief	21
Finance Director/Court Clerk	22
Public Works Director	22
Public Works Supervisor	16
Police Captain	17
Patrol Sergeant	16
Police Desk Sergeant	14
Police Detective	13
Police Corporal	12
Patrol Officer	11
Probationary Patrol Officer	10
Administrative Assistant	10
Animal Control/Custodian	6
Maintenance Worker (parks)	6
Maintenance Worker (street department)	6
Parks Program & Facility Coordinator	13
Librarian	11
Library Assistant	Part-time
Receptionist	Part-time



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 Thomas, City Clerk
From: Melissa McCarville
Re: Resolution 2012-06 - Supporting legislation to improve sales tax collection information from the Arkansas DF&A
Date: December 5, 2012

Recommendation

Arkansas Municipal League is asking for all cities to pass this resolution.

Background

Currently when we request sales tax figures from DF&A very little information is legally available.

Discussion

The proposed legislation would make it possible for cities to find out how much sales tax various businesses are receiving and therefore have an easier time projecting revenue.

Budget Impact

No impact.

RESOLUTION NO. 2012-06

**SUPPORTING LEGISLATION TO IMPROVE SALES TAX COLLECTION
INFORMATION FROM THE ARKANSAS DEPARTMENT OF FINANCE & ADMINISTRATION**

A RESOLUTION IN SUPPORT OF STATUTORY AMENDMENTS TO AUTHORIZE IMPROVEMENTS IN THE INFORMATION PROVIDED TO LOCAL GOVERNMENTS BY THE STATE OF ARKANSAS RELATED TO COLLECTIONS OF LOCAL SALES AND USE TAXES.

WHEREAS, the Arkansas Department of Finance and Administration (DF&A) collects sales taxes levied by cities and counties in Arkansas under the same tax administration system that is used to collect State sales taxes, and as such, local taxes are "piggy backed" along with the collection of State sales taxes;

WHEREAS, the State withholds an administrative fee of 3% from local tax collections to fund the cost of such service which totaled approximately \$30 million in 2011;

WHEREAS, all taxing entities are entitled to have information about the collections produced by the taxes levied in order to monitor, evaluate, budget and project the tax collections to which they are entitled to receive;

WHEREAS, existing Arkansas law does not authorize or require DF&A to provide information to local governments that is useful and satisfactory to monitor, evaluate, budget and project local tax collections; and

WHEREAS, laws in neighboring states authorize and require the release of information that is satisfactory to serve the needs of local governments mentioned above which includes tax collections identified by specific taxpayer, and that the experience in such states demonstrates that related procedures and reports can be efficiently administered and produced, and that similar laws can be adopted and administered in Arkansas;

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

That the City Council of the City of Arkansas supports amendments to Arkansas laws to authorize and require information to be provided to designated representatives of local governments that will permit them to **fully** and successfully monitor, evaluate, budget and project local tax collections;

That any information that can be identified with a specific taxpayer shall only be released following an agreement to keep such information confidential, and that such specific taxpayer information shall be exempt from release under the freedom of information laws of Arkansas; and

That the information will: (1) be made available for the monthly collections and calendar year to date, by regular mail, email or by dedicated online account at the option of local governments (in electronic worksheet or PDF format), not later than 30 days following the most recent monthly tax distribution; (2) include details and totals that will agree or reconcile to the related tax collections distributed by the State Treasurer to a local government for a particular month; and (3) be updated as required by subsequent adjustments due to refunds, rebates, additional tax payments and any other matter affecting the tax collected for a particular period.

PASSED AND APPROVED THIS 10TH DAY OF DECEMBER, 2012.

Approved:

By: _____
Ernie Penn, Mayor

Attest:

Kelly Penn, City Clerk



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

MEMO

To: Farmington City Council
Ernie Penn, Mayor
Kelly Thomas, City Clerk
From: Melissa McCarville
Re: Request approval on storm water and Flood Plain Administrator contracts.
Date: November 26, 2012

Recommendation

City staff recommends approval of these contracts.

Background

This is our second year to use EDA to perform these functions for the City. The engineers at EDA have the necessary education and certification to perform this task for us. They have experience doing this in other cities.

Discussion

The relationship with EDA has worked well; we would like the approval of these contracts so that we can continue. The storm water contract is the same wording as last year but the amount is \$16,000. The contract is a not to exceed amount.

Based on EDA's experience with flood plain management in other cities they felt that for the balance of the previous year's contract (\$4,000 or less) they could manage that for us as well. This contract is an hourly contract.

Budget Impact

This is a budgeted item.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2013 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **ENGINEERING DESIGN ASSOCIATES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **Floodplain Administration** (EDA Project # 1685). 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. CLIENT TO PROVIDE THE FOLLOWING:

- A. Client 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 format drawings will be invoiced at a cost of \$5.00 per original B & W plot, \$10.00 for original color plots and \$2.00 per B & W copy.
- B. Small format copies (8 1/2 x 11) will be invoiced at a cost of \$0.05 ea.
- C. Storm water Management / MS4 requirements

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. 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 12-5-2012. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

ENGINEERING DESIGN ASSOCIATES, 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 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, 2013 through Dec. 31, 2013; total billable hours and expenses for the 2013 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	\$110
Principal - Landscape Architect	\$100
Engineer - V	\$100
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	\$30

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

OWNER:

ENGINEER:

Ernie Penn

Steve A. Hesse
Steve A. Hesse - President

Title: Mayor

AR License No. 8527

Date Signed _____

Date Signed 11-26-12

EDA

ENGINEERING DESIGN ASSOCIATES, P.A.

Engineers - Landscape Architects - Engineering Surveying

134 West Emma Avenue

Springdale, AR 72764

PH. (479) 756-1266 FAX (479) 756-2129

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 1, 2013 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **ENGINEERING DESIGN ASSOCIATES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **MS4 Stormwater Compliance** (EDA Project # 1684). Description of Engineer's services are 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, had 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" "small urbanized area 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 being 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 on an annual basis to detect any 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 format drawings will be invoiced at a cost of \$5.00 per original B & W plot, \$10.00 for original

- color plots and \$2.00 per B & W copy.
- B. Small format copies (8 1/2 x 11) will be invoiced at a cost of \$0.05 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 12-5-2012. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

ENGINEERING DESIGN ASSOCIATES, 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 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 9 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).....\$ 16,000.00

The term of this agreement is from Jan 1, 2013 through Dec. 31, 2013; total billable hours and expenses for the 2013 calendar year shall not exceed \$16,000.00 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 FOR ENGINEERING DESIGN ASSOCIATES AS OF JANUARY 1, 2010:

Principal - Civil Engineer	\$110
Principal - Landscape Architect	\$100
Engineer - V	\$100
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	\$30

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

OWNER:

ENGINEER:

Ernie Penn

Steve A. Hesse - President

Title: Mayor

AR License No. 8527

Date Signed

Date Signed 11-26-12



ENGINEERING DESIGN ASSOCIATES, P.A.
Engineers - Landscape Architects - Engineering Surveying
134 West Emma Avenue
Springdale, AR 72764
PH. (479) 756-1266 FAX (479) 756-2129



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

City Business Manager Report December 2012 City Council Meeting

- The “no solicitation” stickers are available. There is one in your council packet. We will begin distributing these immediately. The ordinance goes into effect January 1, 2013.
- The Planning Commission is still considering input on a landscape ordinance. Your contribution would be welcome.
- The Arkansas Municipal League Winter Conference registration is now open. You can find the new registration form on page 32 of the September City & Town or you can download the registration form here: <http://www.arml.org/documents/2013WinterConferenceJanuary16-182013.pdf>. The city will pay your expenses if you would like to attend.
- The new sign is working please let us know what you think of it!
- City Hall will be closed Monday December 24, 2012, Tuesday December 25, 2012 and Tuesday January 1, 2013. Happy holidays!!!

*This is my wish for you: peace of mind, prosperity through the year, happiness that multiplies health
for you and yours, fun around every corner, energy to chase your dreams, joy to fill your holidays!*
~D.M. Dellinger



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

Fire Department

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

November 2012 report for Mayor and City Council

November was a normal month for the fire department concerning fire and medical calls, because we had a total of 61 calls for the month. The fire season has started, and we had a house fire on Ash street in the middle of the night that was called in by a third party, we arrived about five minutes later and had the fire under control in about four minutes after arrival. Fire was rolling out over the back of the house when we arrived and appeared to have started on the back side of the house.

We have been having a lot of medical calls lately and I think it's because of the cooler weather that had moved in, as I am writing this we are having warmer weather than we had in early November. We are in the middle of inspecting businesses and schools that we have to do several times a year.

We now have the new firefighter that you endorsed last council meeting and he is doing well. We just had our annual Christmas Parade and it went well except the only complaint I heard was that there was too big a gap between various Items. I think that it was five times as big as last year's attendance.

Brenda and I need to leave as soon as possible for our annual Prairie-grove fire department Christmas dinner.

Thank you for your support and have a Merry Christmas:

Mark Cunningham
Fire Chief

Farmington Police Dept.

Offenses for Month 11/2011 and 11/2012

12/4/2012 9:24:19 AM

	<u>2011</u>	<u>2012</u>
AGGRAVATED ASSAULT ON A FAMILY OR HOUSEHOLD MEMBER		
5-26-306	1	0
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	0	1
BATTERY - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-13-203A(1)	2	0
BATTERY - 3RD DEGREE / RECKLESSLY CAUSES INJURY		
5-13-203A(2)	1	0
Breaking or Entering/Vehicle		
5-39-202	4	1
BURGLARY, RESIDENTIAL		
5-39-201A(1)	2	4
CARELESS DRIVING		
27-51-104	1	0
CRIMINAL EPISODE		
5-36-103(b)(3)(A)	1	0
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OVER \$1000 BUT \$5,000 OR LESS		
5-38-203B(2)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS		
5-38-204A(2)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204A(1)	2	0
DISORDERLY CONDUCT / UNREASONABLE OR EXCESSIVE BEHAVIOR		
5-71-207A(2)	1	0
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	3	2
Drivers License Required		
27-16-602	1	0
DWI (UNLAWFUL ACT)		
5-65-103A	2	0
DWI (UNLAWFUL ACT)		
5-65-103A	2	1
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION		
5-65-105	0	1
Excess Speed		
27-51-201	2	1
Expired Tags		
27-14-304	1	0
FAILURE TO APPEAR		

	<u>2011</u>	<u>2012</u>
5-54-120	4	9
FAILURE TO PAY FINES & COSTS		
5-4-203	4	6
Failure to Register/No Vehicle License		
27-14-903	2	0
Fictitious Tags		
27-14-306	1	0
FORGERY		
5-37-201	0	1
FRAUD - FINANCIAL IDENTITY		
5-37-227	0	1
HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM		
5-71-209A(1)	1	1
INTERFERENCE WITH CUSTODY		
5-26-502	0	1
Interference with Emergency Communication/1st dgree/disables communication		
5-60-124	1	0
Left of Center		
27-51-301	2	0
No Proof Insurance		
27-22-104	2	0
No Proof of Ownership		
27-14-701C	1	0
POSSESSING INSTRUMENTS OF CRIME		
5-73-102	3	3
POSSESSION OF A CONTROLLED SUBSTANCE - FELONY		
5-64-419	1	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	2	4
POSSESSION OF DRUG PARAPHERNALIA - FELONY		
5-64-443	1	1
PUBLIC INTOXICATION - DRINKING IN PUBLIC		
5-71-212	1	0
Rape		
Rape	0	1
RECKLESS DRIVING		
27-50-308	1	0
Robbery - Aggravated		
5-12-103	1	0
SEXUAL ASSAULT 2ND DEGREE		
5-14-125(2-4) A.C.	0	1
SEXUAL ASSAULT 2ND DEGREE / SEXUAL CONTACT / FORCIBLE COMPULSION		
5-14-125A(1) A.C.C	0	1
SEXUAL ASSAULT 4TH DEGREE / SODOMY		
5-14-127A A.C.C.	1	0

	<u>2011</u>	<u>2012</u>
SEXUAL INDECENCY WITH A CHILD		
5-14-110	0	2
TERRORISTIC THREATENING/2nd Degree		
5-13-301(2)A	0	1
THEFT \$1,000 OR LESS - ALL OTHERS		
5-36-103(b)(4)(A)	0	1
THEFT \$1,000 OR LESS - FROM BUILDING		
5-36-103(b)(4)(A)	3	4
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	4	3
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000		
5-36-106(e)(3)	1	0
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM BUILDING		
5-36-103(b)(3)(A)	0	2
THEFT BY RECEIVING \$1,000 OR LESS		
5-36-106(e)(4)	1	0
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	1	4
VIOLATION OF A PROTECTION ORDER		
5-53-134	0	3
VIOLATION OF OPEN CONTAINER		
2009-01	1	0
Totals:	68	62

Farmington Police Dept.

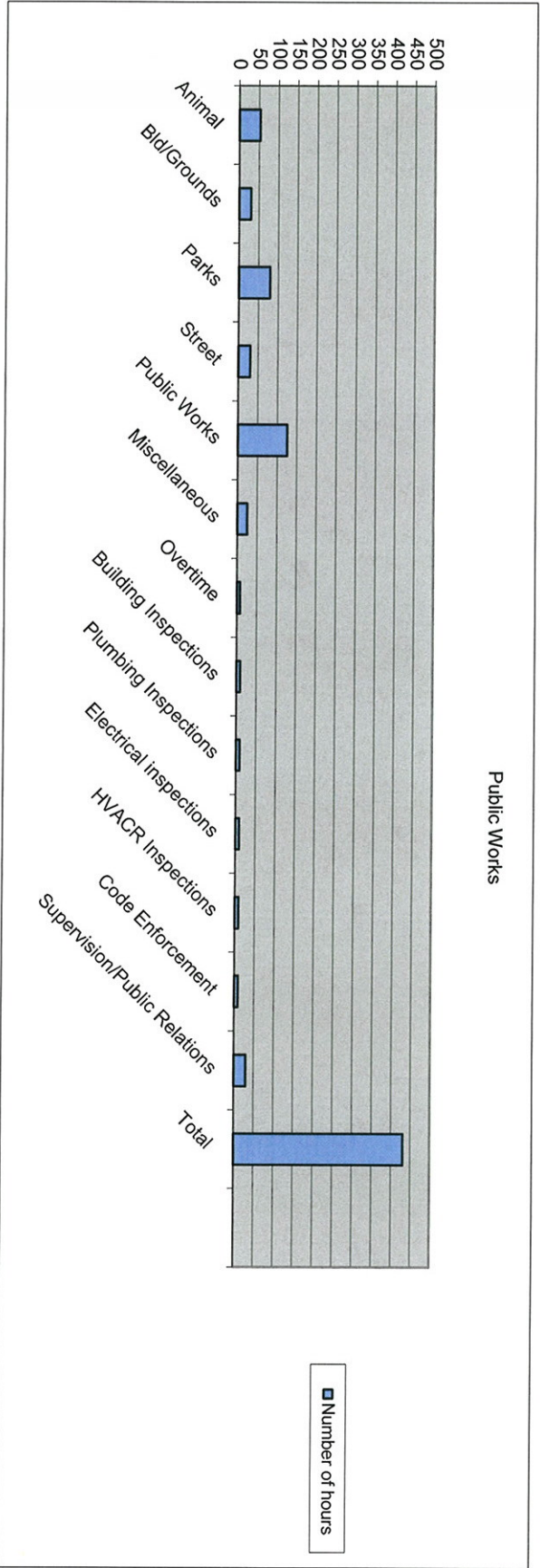
Tickets Issued by Officer and Month for 2012

12/4/2012 9:24:33 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Belaw, Justin	59	57	78	67	78	59	77	78	60	49	46	12	720
Bertorello, James	64	45	55	67	69	62	27	74	61	78	41	7	650
Bowen, Jerry	165	127	149	143	184	101	67	23	82	0	0	0	1041
Coker, Ira	0	0	0	0	0	0	0	0	0	0	29	2	31
Hubbard, Brian	0	0	0	0	0	0	0	1	0	0	1	0	2
Kimball, Geoffrey	30	16	47	32	65	120	75	133	87	102	101	5	813
Luond, Clint	37	15	0	0	0	0	0	0	0	0	0	0	52
Parrish, Chad	0	1	1	0	1	0	0	6	0	0	1	0	10
Pleimann, Christopher	0	0	0	0	14	42	28	0	0	0	0	0	84
Redferrn, William	0	0	0	52	96	42	34	29	33	30	0	0	316
Thompson, Michael	2	17	24	51	51	23	8	28	7	25	10	0	246
Wilbanks, Johnie	1	6	10	28	34	4	4	19	11	0	4	0	121
Totals:	358	284	364	440	592	453	320	391	341	284	233	26	4086

Public Works Monthly Report For November 2012 By Man Hours

	Number of hours
Animal	80
Bld/Grounds	95
Parks	445
Street	180
Public Works	185
Miscellaneous	0
Overtime	0
Building Inspections	20
Plumbing Inspections	20
Electrical inspections	20
HVACR Inspections	20
Code Enforcement	15
Supervision/Public Relations	40
Total	1120



PLANNING COMMISSION MINUTES

OCTOBER 22, 2012

1. ROLL CALL

PRESENT

Sean Schader
Matt Hutcherson
Robert Mann
Judy Horne
Gerry Harris
Bobby Wilson
Toni Bahn

ABSENT

Josh Clary

2. Approval of the Minutes: The September Minutes were unanimously approved.
3. Comments from Citizens: None
4. Discuss Landscaping Ordinance:

The following points were discussed regarding the Landscape Ordinance

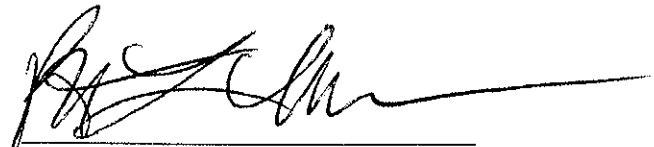
1. Strike lighting part until we see what happens with beautification committee.
2. All language regarding signs taken out.
3. Allow existing trees to count toward requirement.
4. Need to find a minimum acreage of subdivision to require a park.
5. Need a definition for a park.
6. Need to add a performance bond for landscaping.
7. Get changes to Judy before November 19th.

Work session scheduled for November 19, 2012.

Motion to adjourn by Gerry Harris and 2nd by Sean Schader. All in favor.



Secretary, Planning Commission



Chairman, Planning Commission