



City of Farmington
354 W. Main Street
P.O. Box 150
Farmington, AR 72730
479-267-3865
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CITY COUNCIL AGENDA
December 14, 2015

A regular meeting of the Farmington City Council will be held on
Monday, December 14, 2015 at 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes - November 9, 2015 City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
 - e. Finance Committee
 - f. Historic Preservation Committee
10. Items to be removed from City of Farmington Inventory - none

UNFINISHED BUSINESS

11. Ordinance 2015-08 - An ordinance to vacate an easement on lot 12, Owl Creek Subdivision, to the City of Farmington, Arkansas and for other purposes. (3rd reading)

NEW BUSINESS

12. Ordinance No. 2015-10 - An ordinance to provide for compensation for the office of City Attorney of the City of Farmington.

13. Request approval to destroy 2010 records.

14. Request approval of contracts from EDA

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 November 9, 2015

The regular meeting of the Farmington City Council scheduled for Monday November 9, 2015 was called to order at 6:00 pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Aldermen answered to their names: Patsy Pike, Sherry Mathews, Keith Lipford, Brenda Cunningham, Bobby Morgan, Diane Bryant and Shelly Parsley. Also present were City Attorney Tennant, and City Business Manager McCarville, City Financial Officer Story.

Mayor Penn led the Pledge of Allegiance.

Comments from Citizens – John Garland, resident on Old Depot Road, asked questions with regards to Ordinance 2015-07 An ordinance levying a tax on the real and personal property within the City of Farmington, Arkansas, for the year 2016 fixing the rate thereof at 5.0 mils and certifying the same to the County Clerk of Washington County, that was passed at the October City Council meeting; Why was the mileage increased? Why was it passed at one meeting instead of 3? Mayor Penn explained this was a renewal of the existing mileage and there was no increase. This is a housekeeping item that is done in accord with Washington County every October and they require it be done and approved by the end of October.

Alderman Bell arrived at 6:05

Approval of the minutes for the October 12, 2015 regular meeting of the city council. – On the motion of Alderman Bryant and seconded by Alderman Cunningham and by the consent of all members present, the minutes for the meeting were approved as presented.

Financial Reports –City Clerk Penn advised that city sales tax was up \$ 7,523.66, county sales tax was up \$2003.67 for a total increase of \$9,527.33. Mayor Penn advised that the city now had a dollar amount for the cost on the Hwy 170 project and even though Resolution 2013-07 gave him approval to proceed, he wanted the council to approve the dollar amount of \$129,762.06 A motion was made by Alderman Bell and seconded by Alderman Mathews to approve the expenditure as presented. It was approved by all those present.

Entertain a motion to read all Ordinances and Resolutions by title only - On the motion of Alderman Cunningham and seconded by Alderman Lipford and by the consent of all members present, the motion was approved.

Proclamations, Special Announcements, Committee/Commission Appointments

Alderman Pike thanked Floyd and his department for all their help with the Garden Club project. Mayor Penn announced the Christmas Tree Lighting ceremony will be November 28th at 5:00pm. The city council work session will be November 30th for the Creekside Park Project.

Committee Reports – NONE

Items to remove from City of Farmington Inventory –

Removal of Computer Dell OptiPlex 745 from city inventory, Serial number #B12M2D1, inventory tag # 360.

City staff recommended the removal of the Dell OptiPlex 745, it is not working. On the motion of Alderman Bell and seconded by Alderman Bryant and by the consent of all members present, the motion was approved to remove from inventory Dell Computer OptiPlex 745, Serial # B12M2D1, inventory tag # 360.

Unfinished Business –

Ordinance 2015-08 An ordinance to vacate an easement on lot 12, Owl Creek Subdivision, to the City of Farmington, Arkansas and for other purposes.

On the motion of Alderman Morgan and seconded by Alderman Cunningham and by the consent of all members present, a motion was made to suspend the rules of reading the ordinance 3 separate times and place it on 1 reading by title only. Ordinance 2015-08 was approved. City Attorney Tennant read Ordinance 2015-08 by title only. Mayor Penn asked ‘Shall the Ordinance pass?’ It was approved by all members present.

New Business

Ordinance 2015-09 An ordinance to approve the interlocal agreement for ambulance services and for expanded membership in the Washington County Regional Ambulance Authority with Washington County, Arkansas.

On the motion of Alderman Lipford and seconded by Alderman Mathews and by the consent of all members present, a motion was made to suspend the rules of reading the ordinance 3 separate times and place it on 1 reading by title only. Ordinance 2015-09 was approved. City Attorney Tennant read Ordinance 2015-09 by title only. Mayor Penn asked 'Shall the Ordinance pass?' It was approved by all members present. A motion was made by Alderman Bryant and seconded by Alderman Cunningham to approve the emergency clause for Ordinance 2015-09. It was approved by all members present.

Resolution 2015-10 – A resolution in support of the GIF Fire Protection Grant On the motion of Alderman Bell and seconded by Alderman Bryant and by the consent of all members present, Resolution 2015-10 was approved. City Attorney Tennant read Resolution 2015-10 by title only.

Resolution 2015-11 – A resolution providing for the adoption of a budget for the City of Farmington, Arkansas, for the twelve (12) months beginning January 1, 2016 and ending December 31, 2016, appropriating money for each item of expenditure therein provided for; and for other purposes

On the motion of Alderman Bryant and seconded by Alderman Mathews and by the consent of all members present, Resolution 2015-11 was approved. City Attorney Tennant read Resolution 2015-11 by title only.

Request approval to purchase a police unit – 2015 Dodge Ram 1500 Crew Cab.

Police Chief Hubbard requested the purchase of 2015 Dodge Ram Crew Cab not to exceed \$30,000.00. On the motion of Alderman Bell and seconded by Alderman Lipford and by the consent of all members present, the motion was approved.

There being no further business to come before the council and on the motion of Alderman Bryant and seconded by Alderman Lipford and by the consent of all members present, the meeting adjourned at 6:35 pm until the next regularly scheduled meeting to be held Monday December 14, 2015 at 6:00 pm, in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

City Clerk Kelly Penn

GENERAL FUND
Balance Sheet
11/30/15

Book Value
Nov 2015
Actual

Assets

Current Assets

Cash

CATASTROPHIC MONEY MARKET	136,366.80
GENERAL FUND CHECKING ACCT	917,820.09
GENERAL FUND MONEY MARKET	2,402,385.04
Total Current Assets	<u>\$3,456,571.93</u>
Total Assets	<u>\$3,456,571.93</u>

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	1,537,185.59
FUND BALANCE	1,919,386.34
Total Fund Balance	<u>\$3,456,571.93</u>
Total Liabilities and Equity	<u>\$3,456,571.93</u>

GENERAL FUND
SALES TAX REPORT
11/01/15 to 11/30/15

	Nov 2015	Nov 2014
	Nov 2015	Nov 2014
	Actual	Actual
Revenue		
ALCOHOL SALES TAX	219.20	176.55
CITY SALES TAX REVENUES	40,083.18	40,044.88
SALES TAX - OTHER	88,815.57	83,965.72
STREET CITY SALES TAX	13,361.07	13,348.29
Total Revenue	\$142,479.02	\$137,535.44
Total Gross Profit	\$142,479.02	\$137,535.44
Total Net Income (Loss) From Operations	\$142,479.02	\$137,535.44
Total Net Income (Loss)	\$142,479.02	\$137,535.44

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2015 Nov 2015 Actual	Jan 2015 Nov 2015 Budget	Jan 2015 Nov 2015 Variance	Jan 2015 Dec 2015	Jan 2015 Dec 2015 Variance
Revenue & Expenditures					
GENERAL REVENUES					
Revenue					
ACCIDENT REPORT REVENUES	810.00	550.00	260.00	600.00	210.00
ACT 833	19,637.46	15,583.37	4,054.09	17,000.00	2,637.46
ALCOHOL SALES TAX	3,344.90	1,650.00	1,694.90	1,800.00	1,544.90
ANIMAL CONTROL REVENUES	2,185.00	2,750.00	(565.00)	3,000.00	(815.00)
BUILDING INSPECTION FEES	95,908.50	36,666.63	59,241.87	40,000.00	55,908.50
BUSINESS LICENSES	5,125.00	4,583.37	541.63	5,000.00	125.00
CITY COURT FINES	42,027.41	50,600.00	(8,572.59)	55,200.00	(13,172.59)
CITY SALES TAX REVENUES	448,717.68	363,360.25	85,357.43	396,393.00	52,324.68
COUNTY TURNBACK	401,071.29	346,958.33	54,112.96	378,500.00	22,571.29
DEVELOPMENT FEES	21,310.00	916.63	20,393.37	1,000.00	20,310.00
FRANCHISE FEES	364,204.91	302,500.00	61,704.91	330,000.00	34,204.91
GARAGE SALE PERMITS	2,860.00	2,750.00	110.00	3,000.00	(140.00)
GRANTS	4,200.00	0.00	4,200.00	0.00	4,200.00
INTEREST REVENUES	2,168.53	1,833.37	335.16	2,000.00	168.53
MISCELLANEOUS REVENUES	189,854.36	1,100.00	188,754.36	1,200.00	188,654.36
PARK RENTAL	1,260.00	1,100.00	160.00	1,200.00	60.00
SALES TAX - OTHER	960,026.26	881,008.33	79,017.93	961,100.00	(1,073.74)
SPORTS COMPLEX FEES	49,916.37	51,333.37	(1,417.00)	56,000.00	(6,083.63)
SRO REIMBURSEMENT REVENUES	31,553.97	29,791.63	1,762.34	32,500.00	(946.03)
STATE TURNBACK	88,049.63	91,666.63	(3,617.00)	100,000.00	(11,950.37)
Revenue	\$2,734,231.27	\$2,186,701.91	\$547,529.36	\$2,385,493.00	\$348,738.27
Gross Profit	\$2,734,231.27	\$2,186,701.91	\$0.00	\$2,385,493.00	\$0.00
Revenue Less Expenditures	\$2,734,231.27	\$2,186,701.91	\$0.00	\$2,385,493.00	\$0.00
Net Change in Fund Balance	\$2,734,231.27	\$2,186,701.91	\$0.00	\$2,385,493.00	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		Annual Budget	
	Jan 2015	Nov 2015	Jan 2015	Nov 2015	Jan 2015	Nov 2015	Jan 2015	Dec 2015	Jan 2015	Dec 2015
	Actual	Budget	Variance						Variance	
ADMINISTRATIVE DEPT										
Expenses										
ADDITIONAL SERVICES EXPENSE	88,599.12	151,250.00	(62,650.88)		165,000.00		(76,400.88)			
ADVERTISING EXPENSE	2,385.55	4,583.37	(2,197.82)		5,000.00		(2,614.45)			
BUILDING MAINT & CLEANING	24,649.77	36,666.63	(12,016.86)		40,000.00		(15,350.23)			
INSURANCES EXPENSE	9,385.63	23,833.37	(14,447.74)		26,000.00		(16,614.37)			
LEGAL FEES	100.00	9,166.63	(9,066.63)		10,000.00		(9,900.00)			
MATERIALS & SUPPLIES EXPENSE	12,768.91	20,166.63	(7,397.72)		22,000.00		(9,231.09)			
MISCELLANEOUS EXPENSE	162,803.30	1,833.37	160,969.93		2,000.00		160,803.30			
NEW EQUIPMENT PURCHASE	8,807.69	14,666.63	(5,858.94)		16,000.00		(7,192.31)			
PAYROLL EXP - CITY ATTRNY	22,427.10	28,416.63	(5,989.53)		31,000.00		(8,572.90)			
PAYROLL EXP - ELECTED OFFICIA	69,772.84	76,541.67	(6,768.83)		83,500.00		(13,727.16)			
PAYROLL EXP - REGULAR	195,283.61	198,458.33	(3,174.72)		216,500.00		(21,216.39)			
PLANNING COMMISSION	10,969.16	17,783.37	(6,814.21)		19,400.00		(8,430.84)			
POSTAGE EXPENSE	1,883.29	3,666.63	(1,783.34)		4,000.00		(2,116.71)			
PROFESSIONAL SERVICES	22,348.00	38,041.63	(15,693.63)		41,500.00		(19,152.00)			
REPAIR & MAINT - OFFICE EQUIP	1,274.48	4,583.37	(3,308.89)		5,000.00		(3,725.52)			
TECHNICAL SUPPORT	3,762.88	10,083.37	(6,320.49)		11,000.00		(7,237.12)			
TRAVEL, TRAINING & MEETINGS	10,148.04	13,750.00	(3,601.96)		15,000.00		(4,851.96)			
UTILITIES EXPENSES	37,878.11	45,833.37	(7,955.26)		50,000.00		(12,121.89)			
	Expenses	\$685,247.48	\$699,325.00	(\$14,077.52)	\$762,900.00		(\$77,652.52)			
	Revenue less Expenditures	(\$685,247.48)	(\$699,325.00)	\$0.00	(\$762,900.00)		\$0.00			
	Net Change in Fund Balance	(\$685,247.48)	(\$699,325.00)	\$0.00	(\$762,900.00)		\$0.00			

GENERAL FUND

Statement of Revenue and Expenditures

	Year--To-Date	Year--To-Date	Year--To-Date	Annual Budget	Annual Budget
	Jan 2015 Nov 2015 Actual	Jan 2015 Nov 2015 Budget	Jan 2015 Nov 2015 Variance	Jan 2015 Dec 2015	Jan 2015 Dec 2015 Variance
ANIMAL CONTROL DEPT					
Expenses					
FUEL EXPENSES	1,010.50	2,245.87	(1,235.37)	2,450.00	(1,439.50)
MATERIALS & SUPPLIES EXPENSE	269.21	550.00	(280.79)	600.00	(330.79)
NEW EQUIPMENT PURCHASE	0.00	733.37	(733.37)	800.00	(800.00)
PAYROLL EXP - REGULAR	46,322.78	48,125.00	(1,802.22)	52,500.00	(6,177.22)
PROFESSIONAL SERVICES	10,810.00	14,758.37	(3,948.37)	16,100.00	(5,290.00)
REPAIR & MAINT - EQUIPMENT	114.83	1,432.75	(1,317.92)	1,563.00	(1,448.17)
TRAVEL, TRAINING & MEETINGS	0.00	458.37	(458.37)	500.00	(500.00)
UNIFORMS/GEAR EXPENSE	566.08	667.37	(101.29)	728.00	(161.92)
Expenses	\$59,093.40	\$68,971.10	(\$9,877.70)	\$75,241.00	(\$16,147.60)
Revenue Less Expenditures	(\$59,093.40)	(\$68,971.10)	\$0.00	(\$75,241.00)	\$0.00
Net Change in Fund Balance	(\$59,093.40)	(\$68,971.10)	\$0.00	(\$75,241.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2015 Nov 2015 Actual	Year-To-Date Jan 2015 Nov 2015 Budget	Year-To-Date Jan 2015 Nov 2015 Variance	Annual Budget Jan 2015 Dec 2015	Annual Budget Jan 2015 Dec 2015 Variance
BUILDING PERMIT DEPT					
Expenses					
FUEL EXPENSES	1,635.86	2,750.00	(1,114.14)	3,000.00	(1,364.14)
MATERIALS & SUPPLIES EXPENSE	411.41	916.63	(505.22)	1,000.00	(588.59)
PAYROLL EXP - REGULAR	66,152.97	68,383.33	(2,230.36)	74,600.00	(8,447.03)
REPAIR & MAINT - EQUIPMENT	245.64	916.63	(670.99)	1,000.00	(754.36)
TRAVEL, TRAINING & MEETINGS	1,377.35	2,910.38	(1,533.03)	3,175.00	(1,797.65)
UNIFORMS/GEAR EXPENSE	549.56	687.50	(137.94)	750.00	(200.44)
Expenses	\$70,372.79	\$76,564.47	(\$6,191.68)	\$83,525.00	(\$13,152.21)
Revenue Less Expenditures	(\$70,372.79)	(\$76,564.47)	\$0.00	(\$83,525.00)	\$0.00
Net Change in Fund Balance	(\$70,372.79)	(\$76,564.47)	\$0.00	(\$83,525.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

FIRE DEPT	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2015 Nov 2015 Actual	Jan 2015 Nov 2015 Budget	Jan 2015 Nov 2015 Variance	Jan 2015 Dec 2015	Jan 2015 Dec 2015 Variance
Expenses					
FUEL EXPENSES	4,595.21	7,333.33	(2,738.12)	8,000.00	(3,404.79)
HAZMAT EXPENSES	2,270.12	2,200.00	70.12	2,400.00	(129.88)
MATERIALS & SUPPLIES EXPENSE	6,990.61	6,875.00	115.61	7,500.00	(509.39)
MISCELLANEOUS EXPENSE	0.00	458.37	(458.37)	500.00	(500.00)
NEW EQUIPMENT PURCHASE	0.00	4,792.37	(4,792.37)	5,228.00	(5,228.00)
PAYROLL EXP - REGULAR	203,318.31	197,312.50	6,005.81	215,250.00	(11,931.69)
REPAIR & MAINT - EQUIPMENT	1,664.12	2,750.00	(1,085.88)	3,000.00	(1,335.88)
REPAIR & MAINT - TRUCK	4,125.12	4,583.37	(458.25)	5,000.00	(874.88)
TRAVEL, TRAINING & MEETINGS	706.41	3,666.63	(2,960.22)	4,000.00	(3,293.59)
UNIFORMS/GEAR EXPENSE	11,378.71	10,231.87	1,146.84	11,162.00	216.71
Expenses	\$235,048.61	\$240,203.44	(\$5,154.83)	\$262,040.00	(\$26,991.39)
Revenue Less Expenditures	(\$235,048.61)	(\$240,203.44)	\$0.00	(\$262,040.00)	\$0.00
Net Change in Fund Balance	(\$235,048.61)	(\$240,203.44)	\$0.00	(\$262,040.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2015 Nov 2015 Actual	Year-To-Date Jan 2015 Nov 2015 Budget	Year-To-Date Jan 2015 Nov 2015 Variance	Annual Budget Jan 2015 Dec 2015	Annual Budget Jan 2015 Dec 2015 Variance
LAW ENFORCE - COURT					
Expenses					
MATERIALS & SUPPLIES EXPENSE	751.26	1,925.00	(1,173.74)	2,100.00	(1,348.74)
MISCELLANEOUS EXPENSE	0.00	366.63	(366.63)	400.00	(400.00)
NEW EQUIPMENT PURCHASE	699.99	2,750.00	(2,050.01)	3,000.00	(2,300.01)
PAYROLL EXP - REGULAR	90,475.27	87,541.63	2,933.64	95,500.00	(5,024.73)
SPECIAL COURT COSTS	0.00	6,116.00	(6,116.00)	6,672.00	(6,672.00)
TRAVEL, TRAINING & MEETINGS	905.59	1,787.50	(881.91)	1,950.00	(1,044.41)
Expenses	\$92,832.11	\$100,486.76	(\$7,654.65)	\$109,622.00	(\$16,789.89)
Revenue Less Expenditures	(\$92,832.11)	(\$100,486.76)	\$0.00	(\$109,622.00)	\$0.00
Net Change in Fund Balance	(\$92,832.11)	(\$100,486.76)	\$0.00	(\$109,622.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2015 Nov 2015 Actual	Jan 2015 Nov 2015 Budget	Jan 2015 Nov 2015 Variance	Jan 2015 Dec 2015	Jan 2015 Dec 2015 Variance
LAW ENFORCE - POLICE					
Expenses					
BREATHALYZER EXPENSES	1,003.07	733.37	269.70	800.00	203.07
DRUG TASK FORCE	1,500.00	1,833.37	(333.37)	2,000.00	(500.00)
FUEL EXPENSES	22,938.97	34,375.00	(11,436.03)	37,500.00	(14,561.03)
MATERIALS & SUPPLIES EXPENSE	34,040.70	29,236.13	4,804.57	31,894.00	2,146.70
MISCELLANEOUS EXPENSE	24.50	916.63	(892.13)	1,000.00	(975.50)
NEW EQUIPMENT PURCHASE	47,705.00	24,750.00	22,955.00	27,000.00	20,705.00
PAYROLL EXP - REGULAR	562,850.73	582,312.50	(19,461.77)	635,250.00	(72,399.27)
PAYROLL EXP - SRO	56,274.94	61,600.00	(5,325.06)	67,200.00	(10,925.06)
REPAIR & MAINT - AUTOMOBILES	15,953.52	14,666.63	1,286.89	16,000.00	(46.48)
REPAIR & MAINT - EQUIPMENT	1,779.25	2,750.00	(970.75)	3,000.00	(1,220.75)
TRAVEL, TRAINING & MEETINGS	742.75	8,708.37	(7,965.62)	9,500.00	(8,757.25)
UNIFORMS/GEAR EXPENSE	5,428.21	8,708.37	(3,280.16)	9,500.00	(4,071.79)
	\$750,241.64	\$770,590.37	(\$20,348.73)	\$840,644.00	(\$90,402.36)
Revenue Less Expenditures	(\$750,241.64)	(\$770,590.37)	\$0.00	(\$840,644.00)	\$0.00
Net Change in Fund Balance	(\$750,241.64)	(\$770,590.37)	\$0.00	(\$840,644.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year--To-Date Jan 2015 Nov 2015 Actual	Year--To-Date Jan 2015 Nov 2015 Budget	Year--To-Date Jan 2015 Nov 2015 Variance	Annual Budget Jan 2015 Dec 2015	Annual Budget Jan 2015 Dec 2015 Variance
LIBRARY					
Expenses					
LIBRARY TRANSFER	24,695.00	22,637.12	2,057.88	24,695.00	0.00
Expenses	\$24,695.00	\$22,637.12	\$2,057.88	\$24,695.00	\$0.00
Revenue Less Expenditures	(\$24,695.00)	(\$22,637.12)	\$0.00	(\$24,695.00)	\$0.00
Net Change in Fund Balance	(\$24,695.00)	(\$22,637.12)	\$0.00	(\$24,695.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2015 Nov 2015 Actual	Jan 2015 Nov 2015 Budget	Jan 2015 Nov 2015 Variance	Jan 2015 Dec 2015	Jan 2015 Dec 2015 Variance
PARKS DEPT					
Expenses					
FUEL EXPENSES	2,219.06	2,016.63	202.43	2,200.00	19.06
MATERIALS & SUPPLIES EXPENSE	3,447.96	4,583.33	(1,135.37)	5,000.00	(1,552.04)
MISCELLANEOUS EXPENSE	12.25	1,375.00	(1,362.75)	1,500.00	(1,487.75)
NEW EQUIPMENT PURCHASE	23,339.92	11,000.00	12,339.92	12,000.00	11,339.92
PAYROLL EXP - REGULAR	40,712.90	44,687.50	(3,974.60)	48,750.00	(8,037.10)
PAYROLL EXP - SPORTS COMPLEX	52,792.16	52,937.50	(145.34)	57,750.00	(4,957.84)
PROFESSIONAL SERVICES	0.00	916.63	(916.63)	1,000.00	(1,000.00)
REPAIR & MAINT - EQUIPMENT	1,233.17	1,833.37	(600.20)	2,000.00	(766.83)
SPORTS PARK FUEL	1,151.22	1,833.37	(682.15)	2,000.00	(848.78)
SPORTS PARK MATERIALS	18,778.62	11,000.00	7,778.62	12,000.00	6,778.62
SPORTS PARK NEW EQUIP	34,917.34	14,418.25	20,499.09	15,729.00	19,188.34
SPORTS PARK PROF SERV	33,851.30	29,333.37	4,517.93	32,000.00	1,851.30
SPORTS PARK REPAIR/MAINT	3,179.49	1,097.25	2,082.24	1,197.00	1,982.49
SPORTS PARK UNIFORMS	747.80	687.50	60.30	750.00	(2.20)
SPORTS PARK UTILITIES	9,954.69	27,500.00	(17,545.31)	30,000.00	(20,045.31)
UNIFORMS/GEAR EXPENSE	599.16	687.50	(88.34)	750.00	(150.84)
UTILITIES EXPENSES	2,731.19	2,016.63	714.56	2,200.00	531.19
	Expenses \$229,668.23	\$207,923.83	\$21,744.40	\$226,826.00	\$2,842.23
	Revenue Less Expenditures (\$229,668.23)	(\$207,923.83)	\$0.00	(\$226,826.00)	\$0.00
	Net Change in Fund Balance (\$229,668.23)	(\$207,923.83)	\$0.00	(\$226,826.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2015 Nov 2015 Actual	Year-To-Date Jan 2015 Nov 2015 Budget	Year-To-Date Jan 2015 Nov 2015 Variance	Annual Budget Jan 2015 Dec 2015	Annual Budget Jan 2015 Dec 2015 Variance
TRANSFERS BETWEEN FUNDS					
Revenue					
STREET CITY SALES TAX	149,572.57	0.00	149,572.57	0.00	149,572.57
STREET COUNTY TURNBAC	43,995.66	0.00	43,995.66	0.00	43,995.66
Revenue	\$193,568.23	\$0.00	\$193,568.23	\$0.00	\$193,568.23
Gross Profit	\$193,568.23	\$0.00	\$0.00	\$0.00	\$0.00
Expenses					
STREET CITY SALE TAX	149,572.57	0.00	149,572.57	0.00	149,572.57
STREET COUNTY TURNBAC	43,995.66	0.00	43,995.66	0.00	43,995.66
Expenses	\$193,568.23	\$0.00	\$193,568.23	\$0.00	\$193,568.23

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2015 Nov 2015 Actual	Year-To-Date Jan 2015 Nov 2015 Budget	Year-To-Date Jan 2015 Nov 2015 Variance	Annual Budget Jan 2015 Dec 2015	Annual Budget Jan 2015 Dec 2015 Variance
Fund Balances					
Beginning Fund Balance	2,869,539.92	0.00	0.00	0.00	0.00
Net Change in Fund Balance	587,032.01	(0.18)	0.00	0.00	0.00
Ending Fund Balance	3,456,571.93	0.00	0.00	0.00	0.00

STREET FUND
Balance Sheet
11/30/15

Book Value
Nov 2015
Actual

Assets

Current Assets

Cash

STREET FUND CHECKING ACCT	356,360.53
Total Current Assets	\$356,360.53
Total Assets	\$356,360.53

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	(330,290.01)
FUND BALANCE	686,650.54
Total Fund Balance	\$356,360.53
Total Liabilities and Equity	\$356,360.53

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2015 Nov 2015 Actual	Year-To-Date Jan 2015 Nov 2015 Budget	Year-To-Date Jan 2015 Nov 2015 Variance	Annual Budget Jan 2015 Dec 2015	Annual Budget Jan 2015 Dec 2015 Variance
Revenue & Expenditures					
Revenue					
INTEREST REVENUES	84.83	91.63	(6.80)	100.00	(15.17)
MISCELLANEOUS REVENUES	7,585.72	91.63	7,494.09	100.00	7,485.72
STREET CITY SALES TAX	149,572.57	110,000.00	39,572.57	120,000.00	29,572.57
STREET COUNTY TURNBACK	43,995.66	36,666.63	7,329.03	40,000.00	3,995.66
STREET STATE TURNBACK	363,545.98	354,413.62	9,132.36	386,633.00	(23,087.02)
Revenue	\$564,784.76	\$501,263.51	\$63,521.25	\$546,833.00	\$17,951.76
Gross Profit	\$564,784.76	\$501,263.51	\$0.00	\$546,833.00	\$0.00
Expenses					
FUEL EXPENSES	5,128.89	8,250.00	(3,121.11)	9,000.00	(3,871.11)
INSURANCES EXPENSE	532.21	2,108.37	(1,576.16)	2,300.00	(1,767.79)
MATERIALS & SUPPLIES EXPENSE	12,373.65	11,916.63	457.02	13,000.00	(626.35)
MISCELLANEOUS EXPENSE	90.54	458.37	(367.83)	500.00	(409.46)
NEW EQUIPMENT PURCHASE	51,581.64	45,833.37	5,748.27	50,000.00	1,581.64
PAYROLL EXP - REGULAR	152,185.72	157,850.00	(5,664.28)	172,200.00	(20,014.28)
PROFESSIONAL SERVICES	21,096.46	11,000.00	10,096.46	12,000.00	9,096.46
REPAIR & MAINT - EQUIPMENT	2,634.96	9,166.63	(6,531.67)	10,000.00	(7,365.04)
STREET LIGHTS	41,847.72	44,000.00	(2,152.28)	48,000.00	(6,152.28)
STREET/ROAD REPAIRS	417,649.51	203,346.88	214,302.63	221,833.00	195,816.51
TRAVEL, TRAINING & MEETINGS	0.00	916.63	(916.63)	1,000.00	(1,000.00)
UNIFORMS/GEAR EXPENSE	1,803.56	1,833.33	(29.77)	2,000.00	(196.44)
UTILITIES EXPENSES	3,954.68	4,583.37	(628.69)	5,000.00	(1,045.32)
Expenses	\$710,879.54	\$501,263.58	\$209,615.96	\$546,833.00	\$164,046.54
Revenue Less Expenditures	(\$146,094.78)	(\$0.07)	\$0.00	\$0.00	\$0.00
Net Change in Fund Balance	(\$146,094.78)	(\$0.07)	\$0.00	\$0.00	\$0.00
Fund Balances					
Beginning Fund Balance	502,455.31	0.00	0.00	0.00	0.00
Net Change in Fund Balance	(146,094.78)	(0.07)	0.00	0.00	0.00
Ending Fund Balance	356,360.53	0.00	0.00	0.00	0.00

LIBRARY FUND
Balance Sheet
11/30/15

Book Value
Nov 2015
Actual

Assets

Current Assets

Cash

LIBRARY CHECKING ACCT	96,452.99
Total Current Assets	\$96,452.99
Total Assets	\$96,452.99

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	51,892.27
FUND BALANCE	44,560.72
Total Fund Balance	\$96,452.99
Total Liabilities and Equity	\$96,452.99

LIBRARY FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2015 Nov 2015 Actual	Year-To-Date Jan 2015 Nov 2015 Budget	Year-To-Date Jan 2015 Nov 2015 Variance	Annual Budget Jan 2015 Dec 2015	Annual Budget Jan 2015 Dec 2015 Variance
Revenue & Expenditures					
Revenue					
FINES/LOST ITEMS	4,771.75	2,750.00	2,021.75	3,000.00	1,771.75
INTEREST REVENUES	15.69	0.00	15.69	0.00	15.69
MISCELLANEOUS REVENUES	972.07	0.00	972.07	0.00	972.07
TRANS FROM GENERAL FUND	24,695.00	22,637.12	2,057.88	24,695.00	0.00
WASHINGTON CO LIBRARY REVE	126,963.98	129,770.63	(2,806.65)	141,568.00	(14,604.02)
Revenue	\$157,418.49	\$155,157.75	\$2,260.74	\$169,263.00	(\$11,844.51)
Gross Profit	\$157,418.49	\$155,157.75	\$0.00	\$169,263.00	\$0.00
Expenses					
BOOKS AND MEDIA	20,619.33	29,333.37	(8,714.04)	32,000.00	(11,380.67)
INSURANCES EXPENSE	1,950.00	1,375.00	575.00	1,500.00	450.00
MATERIALS & SUPPLIES EXPENSE	7,467.92	5,500.00	1,967.92	6,000.00	1,467.92
MISCELLANEOUS EXPENSE	109.39	275.00	(165.61)	300.00	(190.61)
NEW EQUIPMENT PURCHASE	0.00	1,375.00	(1,375.00)	1,500.00	(1,500.00)
PAYROLL EXP - REGULAR	88,480.96	103,583.37	(15,102.41)	113,000.00	(24,519.04)
POSTAGE EXPENSE	156.47	366.63	(210.16)	400.00	(243.53)
PROGRAMS EXPENSE	481.29	458.37	22.92	500.00	(18.71)
REPAIR & MAINT - BUILDING	3,806.13	5,500.00	(1,693.87)	6,000.00	(2,193.87)
TECHNICAL SUPPORT	0.00	241.12	(241.12)	263.00	(263.00)
TRAVEL, TRAINING & MEETINGS	91.50	275.00	(183.50)	300.00	(208.50)
UTILITIES EXPENSES	7,434.36	6,875.00	559.36	7,500.00	(65.64)
Expenses	\$130,597.35	\$155,157.86	(\$24,560.51)	\$169,263.00	(\$38,665.65)
Revenue Less Expenditures	\$26,821.14	(\$0.11)	\$0.00	\$0.00	\$0.00
Net Change in Fund Balance	\$26,821.14	(\$0.11)	\$0.00	\$0.00	\$0.00
Fund Balances					
Beginning Fund Balance	69,631.85	0.00	0.00	0.00	0.00
Net Change in Fund Balance	26,821.14	(0.11)	0.00	0.00	0.00
Ending Fund Balance	96,452.99	0.00	0.00	0.00	0.00

ORDINANCE NO. 2015-08

AN ORDINANCE TO VACATE A DRAINAGE EASEMENT ON LOT 12, OWL CREEK SUBDIVISION, TO THE CITY OF FARMINGTON, ARKANSAS AND FOR OTHER PURPOSES

WHEREAS, a petition was duly filed with the city council of the City of Farmington, Arkansas on the 10th day of August, 2015 asking the city council to vacate and abandon a drainage easement on Lot 12, Owl Creek Subdivision, which is described as follows, to- wit:

A DRAINAGE EASEMENT LOCATED IN LOT NUMBERED 12 OF OWL CREEK SUBDIVISION, AS SHOWN ON THE RECORDED FINAL PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 23 AT PAGE 18 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N00°00'43"W 186.22' FROM AN EXISTING ALUMINUM MONUMENT IN CONCRETE MARKING THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE S89°59'17"W 61.92', THENCE S53°30'20"W 109.41', THENCE N88°29'07"W 134.30', THENCE N52°14'56"W 137.08', THENCE N72°56'48"W 169.20', THENCE S65°45'51"W 117.55', THENCE N00°01'22"E 240.03', THENCE N70°43'26"E 118.63', THENCE S77°39'08"E 133.68', THENCE S68°19'15"E 161.14', THENCE S46°37'58"E 92.62', THENCE S77°58'02"E 110.29', THENCE N71°35'34"E 98.88', THENCE S00°00'43"E 159.47' TO THE POINT OF TERMINATION OF SAID EASEMENT, CONTAINING 3.39 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the real property, hereinbefore described, has heretofore

been dedicated to the public use as a drainage easement herein described; has never been actually used by the public for a drainage easement subsequent to the dedication of the property, and that public interest and welfare will not be adversely affected by the abandonment of the drainage easement described hereinabove.

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

Section 1. The City of Farmington, Arkansas hereby releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to a portion of Lot 12, Owl Creek Subdivision, that is described as follows, to-wit:

A DRAINAGE EASEMENT LOCATED IN LOT NUMBERED 12 OF OWL CREEK SUBDIVISION, AS SHOWN ON THE RECORDED FINAL PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 23 AT PAGE 18 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N00°00'43"W 186.22' FROM AN EXISTING ALUMINUM MONUMENT IN CONCRETE MARKING THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE S89°59'17"W 61.92', THENCE S53°30'20"W 109.41', THENCE N88°29'07"W 134.30', THENCE N52°14'56"W 137.08', THENCE N72°56'48"W 169.20', THENCE S65°45'51"W 117.55', THENCE N00°01'22"E 240.03', THENCE N70°43'26"E 118.63', THENCE S77°39'08"E 133.68', THENCE S68°19'15"E 161.14', THENCE S46°37'58"E 92.62', THENCE S77°58'02"E 110.29', THENCE N71°35'34"E 98.88', THENCE S00°00'43"E 159.47' TO THE POINT OF TERMINATION OF SAID EASEMENT, CONTAINING 3.39 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed this 14th day of December, 2015.

Approved:

Mayor Ernie Penn

Attest:

Kelly Penn, City Clerk

ORDINANCE NO. 2015-10

**AN ORDINANCE TO PROVIDE FOR COMPENSATION FOR THE
OFFICE OF CITY ATTORNEY OF THE CITY OF FARMINGTON**

WHEREAS, the city council of the City of Farmington may specify pay for the city attorney as the council may desire in accordance with Arkansas Code Annotated §14-43-410. The pay may include salary, hourly fees, costs, fees, or other like compensation, in combination or singularly, as the council may deem appropriate; and

WHEREAS, the duties of the city attorney include, but are not limited to, research and preparation of memorandums, ordinances and resolutions, attendance at the city council and planning commission meetings, both regular and special meetings; the prosecution and defense on behalf of the city in state and federal courts, representation before all administrative and regulatory agencies; arbitration and mediation, representation and negotiations in contractual matters, preparation of contracts and all instruments necessary for the operations of the municipality; and the prosecution of violations of city ordinances and misdemeanor offenses in the Farmington City Court and cases appealed to the Washington County Circuit Court; and

WHEREAS, it is necessary and proper by this ordinance to provide fair and reasonable compensation and expenses.

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

Section 1: Base Salary. The Office of the City Attorney shall receive a cost of living increase of three percent (3%) for a salary of \$51,500 per year commencing January 1, 2016 for all expenses, duties and services performed, except those services and expenses described in Section 2.

Section 2: Additional Compensation and Expenses. Compensation shall be at a rate of \$180 per hour for prosecution and defense on behalf of the city in state and federal courts, representation before administrative and regulatory agencies; arbitration and mediation, and jury trials in cases appealed to the Washington County Circuit Court from the Farmington City Court. The city attorney shall also be reimbursed for long distance phone expenses, photocopy expense, postage and travel expenses associated with the services described in this section.

Section 3: Repealing Clause. All other ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4: Severability Clause. In the event any part of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Section 5: Effective Date. That the City Council of the City of Farmington, Arkansas further determines that this ordinance is necessary to provide for fair and reasonable compensation and expenses for the Office of the City Attorney in the City of Farmington commencing January 1, 2016; therefore, an emergency is declared and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 14th day of December, 2015.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

By: _____
Kelly Penn, City Clerk



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

MEMO

To: Farmington City Council
Ernie Penn, Mayor
Kelly Penn, City Clerk
From: Jimmy Story
Re: Destruction of 2010 Records
Date: December 14, 2015

Recommendation

To destroy 2010 records

Background

State Statute 14-59-114 allows destruction of municipal records.

Discussion

This is an annual request. An affidavit will be prepared stating documents being destroyed and method of destruction. This affidavit will be signed by the municipal employee performing the destruction and one council member.

Budget Impact

This is a budgeted item.



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

Memo

To: Farmington City Council
Ernie Penn, Mayor
Kelly Penn, City Clerk
From: Melissa McCarville
Re: Request approval of Contract from EDA
Date: December 8, 2015

Recommendation

This is the sixth year we have had these agreements. Staff recommends approval of this contract.

Background

For several years the City of Farmington has been an MS4 (municipal separate storm sewer system.) As such we are required to follow the federal regulation from EPA and State law handed down from ADEQ with regard to handling storm water. This is what is commonly referred to as an unfunded mandate. The second contract is for EDA to be our flood plain administrator.

Discussion

Essentially what this amounts to is an onerous reporting process that has become more and more complicated over the years. In 2010, we renewed our stormwater permit and this added additional requirements that are more technical in nature than I feel comfortable handling without some professional assistance. EDA is providing this same service for several other cities in the area and I feel confident they can assist us as well.

From time to time we are in need of someone to evaluate flood plain questions. EDA provides this service also.

Budget Impact

The contract for MS4 is for a lump sum of \$10,000 for the stormwater work and an hourly charge for the flood plain administration. The total charged for both contracts in 2015, year to date, is \$4,000.00. This is a budgeted item. The greater cost would be incurred if we were to be audited and were not following the regulations as written.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2016 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **Floodplain Administration** (EDA Project # 1544-16). 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 (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows: Black & White 8 1/2x11 - \$0.05 ea., 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
- C. Storm water Management / MS4 requirements

Any additional services may be provided by Engineer if authorized by 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 12/2/2015. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

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

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

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

Pursuant to Arkansas Statutes, any and all controversies, differences, disagreements or disputes of any nature or character, that arises between the parties relating to services herein and has not been remedied to the satisfaction of the aggrieved party shall be resolved by final and binding arbitration under the Arbitration Rules of the American Arbitration Association by providing written notice of demand for arbitration to the other party. Such written notice shall specifically state the nature and character of said dispute, and shall be brought no later than one year following termination or completion of this agreement. Any dispute, disagreement, difference or dispute that is not made the subject of a written demand of arbitration shall be deemed waived. Said written demand should also contain the names and addresses of at least three proposed (3) arbitrators. Within thirty (30) days after a demand for such arbitration has been made, the other party shall either agree to one of the proposed arbitrators from the list of names submitted, or propose an alternative arbitrator and shall notify the other party of the name and address of the alternative arbitrator. If the party receiving the demand for arbitration does not select, in writing, one of the arbitrators from the list of names submitted within the time so designated or propose an alternative arbitrator, then the party making demand for arbitration shall choose the arbitrator from the list of names previously submitted. Should the party receiving the demand for arbitration contest the entire list of names submitted and propose an alternative arbitrator, then the party making demand for arbitration shall have ten (10) days to either agree in writing to the proposed arbitrator, or notify the other party that they do not agree. In the event that the parties cannot agree on an arbitrator, each party shall choose one (1) arbitrator, and the two (2) arbitrators so chosen shall, within thirty (30) days jointly appoint a neutral, impartial arbitrator, who may not be on the list of names previously submitted. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he or she shall deem necessary to a proper decision and render his or 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, 2016 through Dec. 31, 2016; total billable hours and expenses for the 2016 calendar year shall be invoiced for the services described in II. "Scope of Services" and in accordance with the hourly rates listed below. Additional services and costs described in IV. "Services Not Included in the Scope of this Proposal" shall be billed separately at the hourly rates described below:

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

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

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

OWNER:

ENGINEER:

Ernie Penn

James R. Geurtz - President

Title: Mayor

AR License No. 15162

Date Signed _____

Date Signed 12/2/2015



Earthplan Design Alternatives, PA
Civil Engineering / Landscape Architecture
134 W. Emma Ave. Springdale AR 479-756-1266

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2016 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **MS4 Stormwater Compliance** (EDA Project # 1520-16). 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 (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color

plots will be invoiced at \$25.00 per plot.

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

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

V. CHANGES IN SCOPE OF SERVICES:

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

VI. METHOD OF PAYMENT:

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

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:

This proposal is valid for 30 days from 12/2/2015. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

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

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

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

Pursuant to Arkansas Statutes, any and all controversies, differences, disagreements or disputes of any nature or character, that arises between the parties relating to services herein and has not been remedied to the satisfaction of the aggrieved party shall be resolved by final and binding arbitration under the Arbitration Rules of the American Arbitration Association by providing written notice of demand for arbitration to the other party. Such written notice shall specifically state the nature and character of said dispute, and shall be brought no later than one year following termination or completion of this agreement. Any dispute, disagreement, difference or dispute that is not made the subject of a written demand of arbitration shall be deemed waived. Said written demand should also contain the names and addresses of at least three proposed (3) arbitrators. Within thirty (30)

days after a demand for such arbitration has been made, the other party shall either agree to one of the proposed arbitrators from the list of names submitted, or propose an alternative arbitrator and shall notify the other party of the name and address of the alternative arbitrator. If the party receiving the demand for arbitration does not select, in writing, one of the arbitrators from the list of names submitted within the time so designated or propose an alternative arbitrator, then the party making demand for arbitration shall choose the arbitrator from the list of names previously submitted. Should the party receiving the demand for arbitration contest the entire list of names submitted and propose an alternative arbitrator, then the party making demand for arbitration shall have ten (10) days to either agree in writing to the proposed arbitrator, or notify the other party that they do not agree. In the event that the parties cannot agree on an arbitrator, each party shall choose one (1) arbitrator, and the two (2) arbitrators so chosen shall, within thirty (30) days jointly appoint a neutral, impartial arbitrator, who may not be on the list of names previously submitted. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he or she shall deem necessary to a proper decision and render his or 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).....\$ 10,000.00

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

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

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

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

OWNER:

Ernie Penn

Title: Mayor

Date Signed _____

ENGINEER:



James R. Geurtz - President

AR License No. 15162

Date Signed 12-2-2015



Earthplan Design Alternatives, PA
Civil Engineering / Landscape Architecture
134 W. Emma Ave. Springdale AR 479-756-1266



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

City Business Manager Report
December 2015
City Council Meeting

- Our contract has been signed with Garver Engineering for the design of the improvements for Hwy 170. As work progresses I will let you know!
- City Hall will be closed December 24th and 25th for the Christmas holiday. Merry Christmas to all!!
- We had a very successful and well attended Christmas Parade. Thanks to the Kiwanis for planning the event.
- Our tree lighting event was rained out. But our tree is decorated; it is located beside the library on Cimarron. If you haven't driven by at night please do. PGTelco volunteered to help us with the decorating; we could not have done it without them! Our own street department was very helpful in getting the tree up and decorated as well. Members of our economic development committee helped with the tree and planning the event. Farmington Chamber of Commerce assisted with a cash donation to help defray the cost of the tree and decorations.
- Diane Bryant, Brian Hubbard and I attended the Arkansas Municipal League meeting held in Springdale. As many of you know, this meeting is normally held in Hot Springs or Little Rock so it was a great opportunity for us to attend without a great expense. Lots of great information was passed on!!

*"Gifts of time and love are surely the basic ingredients of a truly Merry Christmas."
~Peg Bracken*



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

Fire Department
Chief Mark Cunningham

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

November 2015 Monthly Report for Mayor and City Council

The Fire department responded to 68 calls during the month of November and this was a good month for us because we have not had the dry conditions that we normally have with a lot of brush fires occurring this time of year. We also have not experienced the bad weather that comes this time of year, but it seems like we always have an abundance of medical calls, and that makes up for most of our calls this month.

We have accomplished many hours of training of our newer personnel and they are progressing very well, we are now training them on driver pump operations, we do not turn them loose on a five hundred thousand dollar truck without a lot of training first.

I would like to thank you for approving the new firefighter position for us; I think that this will help us tremendously towards giving us 24 hour coverage in town. I am trying to work out a 12 coverage schedule with these firefighters after we get the new firefighter acclimated to our SOPs and the way we operate. Firefighter Oxford will be off with a new baby in February and I would like to have the new firefighter in place by then.

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

Mark Cunningham
Fire Chief

Situation Type Summary

November 2015 Call Volume

Prepared 12/2/2015

Page

1

Situation Type	Dollar Loss	# of	F.S.	Civ.	F.S.	Civ.
111 Building fire		1	0	0	0	0
143 Grass fire		1	0	0	0	0
311 Medical assist, assist EMS crew		51	0	0	0	0
322 Vehicle accident with injuries		5	0	0	0	0
412 Gas leak (natural gas or LPG)		1	0	0	0	0
511 Lock-out		1	0	0	0	0
611 Dispatched & canceled en route		3	0	0	0	0
700 False alarm or false call, other		2	0	0	0	0
733 Smoke detector activation due to malfunc		1	0	0	0	0
740 Unintentional transmission of alarm, oth		2	0	0	0	0
Total for all incidents		68	0	0	0	0

November FFD Meetings and Training

11/3/2015

2 hours Driver Training- Drove Apparatus.

11/10/2015

2 hours Driver Training- Drove Apparatus.

11/17/2015

1 hour discussion on Forcible Entry tools.

2 hour Apparatus Equipment Familiarization.

11/24/2015

Briefing on upcoming weekend rain with possible flooding.

2 Hour Driver Training- Drove Apparatus.

Farmington Police Dept.

Offenses for Month 11/2014 and 11/2015

12/1/2015 2:04:14 PM

	<u>2014</u>	<u>2015</u>
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	1	1
Breaking or Entering/Vehicle		
5-39-202	1	2
BURGLARY, COMMERCIAL		
5-39-201B(1)	0	1
BURGLARY, RESIDENTIAL		
5-39-201A(1)	1	0
CARELESS DRIVING		
27-51-104	1	0
CONTEMPT		
16-10-108	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	0	2
DRIVING ON SUSPENDED LICENSE		
27-16-303	3	0
DWI (UNLAWFUL ACT)		
5-65-103A	1	0
FAILURE TO APPEAR		
5-54-120	6	5
FAILURE TO PAY FINES & COSTS		
5-4-203	12	7
Failure to Report Accident		
27-53-201	1	0
Failure to Yeild		
27-51-503	0	1
Following Too Close		
27-51-305	1	0
FORGERY		
5-37-201	2	0
HARASSMENT / FOLLOWS A PERSON IN AND ABOUT A PUBLIC PLACE		
5-71-208A(3)	0	1
Leaving Scene of Accident/Property Damage		
27-53-102	1	1
Left of Center		
27-51-301	1	0
POSSESSING INSTRUMENTS OF CRIME		
5-73-102	1	0
POSSESSION OF DRUG PARAPHERNALIA		

Farmington Police Dept.

Tickets Issued by Officer and Month for 2015

12/1/2015 2:04:31 PM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bertorello, James	36	17	46	39	38	46	6	17	34	18	20	0	317
Brotherton, James	18	0	0	0	12	5	15	17	17	20	18	0	122
Catron, Joshua	40	27	33	19	22	21	11	23	24	24	9	0	253
Coker, Ira	34	8	12	9	0	0	0	0	0	0	0	0	63
Hubbard, Brian	0	0	0	1	1	0	0	9	0	1	0	0	12
Kimball, Geoffrey	25	13	43	46	42	45	32	48	40	56	23	0	413
Long, Dustin	0	0	0	0	0	2	30	30	32	17	21	0	132
Parrish, Chad	0	0	0	0	0	2	4	2	1	0	0	0	9
Thompson, Michael	0	0	6	2	1	0	0	0	2	4	2	0	17
Wilbanks, Johnie	6	1	7	9	2	3	3	6	4	2	1	0	44
Totals:	159	66	147	125	118	124	101	152	154	142	94	0	1382

	<u>2014</u>	<u>2015</u>
5-64-443	2	0
POSSESSION OF METH OR COCAINE GT 10GM BUT LT 200GM		
5-64-419B(1)C	1	0
POSSESSION OF METH OR COCAINE GT 2GM BUT LT 10GM		
5-64-419B(1)B	1	0
POSSESSION OF SCH I OR II GT 2GM BUT LT 10GM		
5-64-419B(2)B	1	0
PUBLIC INTOXICATION / DRINKING IN PUBLIC		
5-71-212	2	0
RAPE		
5-14-103	1	0
SHOPLIFTING \$1,000 OR LESS		
5-36-116	2	0
THEFT \$1,000 OR LESS - ALL OTHERS		
5-36-103(b)(4)(A)	4	2
THEFT \$1,000 OR LESS - FROM BUILDING		
5-36-103(b)(4)(A)	2	2
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	0	2
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - ALL OTHERS		
5-36-103(b)(3)(A)	1	0
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	1	0
THEFT OF VEHICLE VALUED AT \$25,000 OR MORE		
5-36-103(b)(1)(A)	0	1
UNATTENDED DEATH/NATURAL CAUSES		
DEATH	0	1
VIOLATION OF OPEN CONTAINER		
2009-01	1	0
Totals:	52	30

Permit Report

11/01/2015 - 11/30/2015

Permit Date	Site Address	Permit Type	Type of Work	Type of Building	Description of Work	Material & Labor	Contractor	Total Fees
11/30/2015	190 E Main #7A	Electric	New	Residential	Electric for storage building	2,000	Home owner	\$20.00
11/24/2015	213 Kelsey	Mechanical	Repair	Residential	Replace furnace and coil	1,600	Snowman	\$20.00
11/19/2015	10782 Appleby	Mechanical	New	Residential	HVAC for new house	5,929	Air Tech	\$40.00
11/18/2015	128 Southwinds, Suite 4	Mechanical	Alteration	Commercial	HVAC for office finish out	0	Comfort Heat and Air	\$40.00
11/16/2015	90 Southwinds	Plumbing/Gas	New	Commercial	New Daycare	16,000	Bryce Plumbing	\$0.00
11/13/2015	128 Southwinds, Suite 4	Electric	Alteration	Commercial	Electric for office finish out	6,000	Lonestar Construction	\$40.00
11/13/2015	12422 Hwy 170	Storage Building	New	Residential	New storage building	12,500	DL Wilson	\$75.00
11/13/2015	128 Southwinds, Suite 4	Plumbing/Gas	Alteration	Commercial	Plumbing for office finish out	4,000	Pinnacle Plumbing	\$30.00
11/12/2015	12881 Tyler Rd	Building	New	Residential	New House	122,000	United Built Homes	\$526.00
11/12/2015	254 Greenfield	Building	Remodel	Residential	New patio cover	5,600	Trutek Inc	\$40.00
11/10/2015	435 Eagle Ridge	Electric	New	Residential	Electric for new pool	1,200	B & L Electric	\$20.00
11/10/2015	90 Southwinds	Mechanical	New	Commercial	Mechanical for Daycare	12,500	Anderson Heat and Air	\$75.00
11/6/2015	10871 Windswept Way	Mechanical	New	Residential	HVAC for new house	4,600	Comfort Heat and Air	\$35.00

11/6/2015	10932	Mechanical	New	Residential	HVAC for new house	4,800	Comfort Heat and Air	\$35.00
11/6/2015	10944	Mechanical	New	Residential	HVAC for new house	4,600	Comfort Heat and Air	\$35.00
11/4/2015	90 Southwinds May	Electric	New	Commercial	Electric for new daycare	8,500	Kimbel Mechanical	\$55.00
11/4/2015	12311	Electric	New	Residential	Electrical for new house	3,000	Champion Electric	\$25.00
11/4/2015	Richardson Rd							
11/4/2015	11539 Giles Rd	Electric	New	Residential	Electrical for new house	3,000	Champion Electric	\$25.00
11/4/2015	451 Grandview Ct	Mechanical	New	Residential	HVAC for new house	6,000	Air Control	\$40.00
11/3/2015	128 Southwinds, Suite 4	Building	Alteration	Commercial	Office tenant finish out	20,000	First Star Construction	\$110.00
11/2/2015	189 Cimarron	Electric	Addition	Commercial	Electric for the Library Christmas lights	2,480	Hill Electric	\$0.00
11/2/2015	10782 Appleby	Electric	New	Residential	Electrical for new house	6,000	Homeowner	\$40.00
								\$1,326.00

Total Records: 22

12/2/2015

Library
Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2015												
Total Circulation	5,294	4,413	5,019	4,918	4,636	5,404	5,149	4,476	4,887	4,555	4,158	
YTD Circulation	5,294	9,707	14,726	19,644	24,280	29,684	34,833	39,309	44,196	48,751	52,909	
Holds Satisfied	927	870	1,063	1,045	862	995	994	1,014	854	896	678	
YTD Hold Satisfied	927	1,797	2,860	3,905	4,767	5,762	6,756	7,770	8,624	9,520	10,198	
PAC Logins	832	801	1,093	1,018	1,008	853	919	779	859	874	803	
YTD PAC Logins	832	1,633	2,726	3,744	4,752	5,605	6,524	7,303	8,162	9,036	9,839	
New Cardholders	47	37	23	17	26	50	33	39	73	27	27	
YTD New Cardholders	47	84	107	124	150	200	233	272	345	372	399	
2014												
Total Circulation	1,642	3,610	4,428	4,518	4,757	5,663	5,854	5,670	5,564	5,302	4,408	4,891
YTD Circulation	1,642	5,252	9,680	14,198	18,955	24,618	30,472	36,142	41,706	47,008	51,416	56,307
Holds Satisfied	212	765	814	844	866	974	954	1,044	1,034	995	815	944
YTD Holds Satisfied	212	977	1,791	2,635	3,501	4,475	5,429	6,473	7,507	8,502	9,317	10,261
PAC Logins	777	748	1,048	848	979	959	1,022	1,030	993	978	889	823
YTD PAC Logins	777	1,525	2,573	3,421	4,400	5,359	6,381	7,411	8,404	9,382	10,271	11,094
New Cardholders	13	40	51	35	42	60	61	57	43	29	21	24
YTD New Cardholders	13	53	104	139	181	241	302	359	402	431	452	476
2013												
Total Circulation	5,419	4,973	5,147	5,170	4,452	5,268	6,031	5,423	4,828	4,778	4,468	4,031
YTD Circulation	5,419	10,392	15,539	20,709	25,161	30,429	36,460	41,883	46,711	51,489	55,957	59,988
Holds Satisfied	1,031	943	1,004	1,050	827	1,083	1,076	953	848	969	802	670
YTD Holds Satisfied	1,031	1,974	2,978	4,028	4,855	5,938	7,014	7,967	8,815	9,784	10,586	11,256
PAC Logins	731	697	767	663	570	656	755	708	683	816	836	766
YTD PAC Logins	731	1,428	2,195	2,858	3,428	4,084	4,839	5,547	6,230	7,046	7,882	8,648
New Cardholders	33	20	35	15	2	46	36	35	16	33	14	13
YTD New Cardholders	33	53	88	103	105	151	187	222	238	271	285	298

**Library
Computer Use**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2015												
Users	362	280	286	389	279	302	343	395	347	377	395	368
YTD Users	362	642	928	1317	1596	1898	2241	2636	2983	3360	3755	4117
Device Checkout			2	1	0	0	1	1	0	0	1	
YTD Device Checkout			2	3	3	3	4	5	5	5	6	
2014												
Users	85	271	278	298	384	361	414	464	419	433	342	368
YTD Users	85	356	634	932	1316	1677	2091	2555	2974	3407	3749	4117

Library
Program Attendance

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2015												
Adult Classes/Workshops						47	16	33	18			
YTD Adult Classes/Workshops						47	63	96	114			
Book Club	14	19	9	16	14	19	12	12	10	10	17	
YTD Book Club	14	33	42	58	72	91	103	115	125	135	152	147
WCLS Book Talkers	7	6	3		1	5	8		4	5	3	2
YTD WCLS Book Talkers	7	13	16	16	17	22	30		34	39	42	51
Children's Book Drop Monster Contest									29			
YTD Children's Book Drop Monster Contest									29			
Children's Summer Reading						65						
YTD Children's Summer Reading						65						
Children's Summer Reading Log Participation								29				
YTD Children's Summer Reading Log Participation								29				
Children's Summer Reading Log Participation												
YTD Children's Summer Reading Log Participation												
Coupon Club		7					3					
YTD Coupon Club		7					10					
Digital Book Club								18				
YTD Digital Book Club				12				30				
Garden Club								7		11		
YTD Garden Club					15			22		33		
Kiwanis of Farmington						8		13		9		
YTD Kiwanis of Farmington						8		21		30		
Library Tour									11			
YTD Library Tour									11		16	
Preschool Visit											16	
YTD Preschool Visit											16	
WCLS Story Time		97	213	191	92	119	99		189	270	256	
YTD WCLS Story Time		97	310	501	593	712	811		1000	1270	1526	
Tech Instruction	1	3			6	1			3			
YTD Tech Instruction	1	4	4	6	6	7			10	1		
Test Proctor												
YTD Test Proctor												
Total Program Attendance	22	132	225	209	122	256	138	112	273	302	292	
2014												
Author Program Series							7		10			
YTD Author Program Series							7	7	17	17	17	17
Book Club		10	13	13	12	15	14	15	15	14	12	14
YTD Book Club		10	23	36	48	63	77	92	107	121	133	147
Book Talkers	4	3	3	5	6	6	10	0	5	3	4	2
YTD Book Talkers	4	7	10	15	21	27	37	37	42	45	49	51
Coupon Club									5	3		
YTD Coupon Club									5	8	8	8
Story Time		109	174	228	94	166	90		190	169	142	136
YTD Story Time		109	283	511	605	771	861	861	1051	1220	1362	1498
Tech Instruction			7						12	8	2	4
YTD Tech Instruction			7	7	7	7	7	7	19	27	29	33
Total Program Attendance	4	122	197	246	112	187	121	15	237	197	160	156

**Library
Daily Visitors**

2015	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visits	2540	2551	2803	3036	2595	3050	2812	2773	2901	3141	2647	
YTD Visits	2540	5091	7894	10930	13525	16575	19387	22160	25061	28202	30849	
2014	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visits	n/a	n/a	n/a	2916	2772	3236	3366	3085	2579	3236	2459	2724
YTD Visits	n/a	n/a	n/a	2916	5688	8924	12290	15375	17954	21190	23649	26373

**Planning Commission Minutes
September 28, 2015**

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

PRESENT

Josh Clary
Matt Hutcherson
Robert Mann, Chair
Gerry Harris
Judy Horne
Bobby Wilson

ABSENT

Sean Schader
Toni Bahn

City Employees Present: Melissa McCarville - City Business Manager; Rick Brammall – City Inspector; Steve Tennant - City Attorney; Chris Brackett-City Engineer

2. Approval of Minutes: Minutes of August 24, 2015 were approved as written.

3. Comments from Citizens: There were no comments from citizens.

4. Presentation to Josh Clary: Mayor Ernie Penn was present and presented a plaque to Josh Clary in appreciation for his excellent and dedicated service on the Planning Commission. He was commended for his careful, incisive manner of studying the issues facing the Commission and his innovative thinking. He stated that it had been an honor to serve in this capacity.

Mayor Penn then introduced Mr. Jay Moore who he is appointing to replace Josh Clary on the Planning Commission.

5. Public Hearing – Caterpillars to Butterflies

Property owned by: C & K Lending Co.

Brett Watts, Engineer for Coyle Enterprises was present to answer questions on four variance requests for property located at the northeast corner of Southwinds Drive and Cimarron Place, adjacent to US Post Office property to the east and dental office to the north.

A. Variance Request for variance from landscape requirement for a 15 foot buffer to a 3 foot buffer along Cimarron Place. After several minutes of discussion, variance request passed unanimously.

B. Variance Request regarding perimeter buffer landscaping on the north and east sides of the property. Mr. Watts said there will be a green strip of land for buffer between existing driveway and proposed parking lot. After discussion, the Commissioners approved skipping this request for the moment and moving on to the Variance regarding setback requirements from 25 feet to 10 feet. (Item 5C.) Item 5B will be considered after 5C.

C. Variance Request to reduce setback requirements from 25 feet to 10 feet was discussed. The area of reduction is by the dental office property and there is nothing in that area but a parking lot, according to Brett Watts. These reductions are necessary to be able to fit the building on the lot where quite a bit of space is taken up by a required detention pond on east side of building. After lengthy discussion, the Chair called for question and variance request was approved unanimously.

Return to B. Variance Request for variance in perimeter landscaping by the proposed parking lot. After lengthy discussion, Chairman Mann called for question and the variance was approved unanimously.

D. Variance Request to have no landscaping similar to the other older buildings that were built before there was a landscaping ordinance. Mr. Watts argued that they are similar commercial uses and they should receive same treatment as the old developments. After lengthy discussion, Matt Hutcherson moved that the variance request be amended to state they would plant 13 maidenhair grass plants and 15 boxwoods in the area between their property and the U.S. Post Office property. Chairman Mann called for the question and upon vote there were four "yes" votes and one "no" vote (Bobby Wilson). Then Chairman called for question on variance request as amended and there were four "yes" votes and one "no" vote (Bobby Wilson) and variance request was approved.

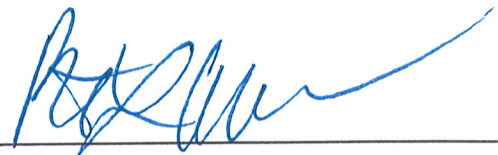
6. Melissa asked that Commissioners bring their notebooks to the work session on Monday, October 19, 2015 so she can update them with all the recent ordinances.

The Landscaping Ordinance will be discussed at the work session to reduce its requirements.

7. Adjournment: Having no further business, Gerry Harris moved to adjourn, seconded by Matt Hutcherson and passed unanimously.



Judy Horne
Secretary, Planning Commission



Robert Mann
Chair, Planning Commission

Planning Commission Minutes
October 26, 2015

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

PRESENT

Jay Moore
Sean Schader
Toni Bahn
Gerry Harris, Vice Chair, presiding
Judy Horne
Bobby Wilson

ABSENT

Matt Hutcherson
Robert Mann, Chair

City Employees Present: Melissa McCarville - City Business Manager; Rick Brammall – City Inspector; Steve Tennant - City Attorney; Chris Brackett-City Engineer

2. Approval of Minutes: Minutes of Sept. 28, 2015 were unanimously approved as written.

3. Comments from Citizens: There were no comments from citizens.

4. Public Hearing – Variance Request: Larry Bowden of Briar Rose Bakery & Deli located at 60 E. Main, requested variance from the recently added city requirement of paving any parking area.

He presented 2 drawings showing where a 15-20 space gravel parking would be and where a large gazebo would be located to the north of the parking area. He said that all this work would be done in stages and in the future the business might add a restaurant at the back of the property; further, he stated that in 5-7 years they would pave the parking lot. The commissioners then asked numerous questions trying to clarify his specific intentions regarding the development of the property.

After long discussion on the pros and cons of allowing a parking surface variance and whether it would weaken the ordinance and create problems when another commercial parking variance was requested, City Engineer Chris Brackett reminded that there is a “dust-free” clause in the ordinance and that means pave with asphalt or concrete.

Vice Chair Harris called for question. The Commission voted 5-0 to deny the variance request.

5. Adjournment: Having no further business, Bobby Wilson moved to adjourn, seconded by Sean Schader and passed unanimously.



Judy Horne
Secretary, Planning Commission



Gerry Harris
Vice-Chair, Planning Commission