



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

CITY COUNCIL AGENDA
December 9, 2013

A regular meeting of the Farmington City Council will be held on
Monday, December 9, 2013 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 12, 2013
6. Financial Reports.
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
 - e. Finance Committee
 - f. Historic Preservation Committee

NEW BUSINESS

10. Request approval to destroy records for 2007 & 2008.
11. Request from Ozark Regional Transit to address City Council.
12. Request approval of contract from EDA
13. Resolution 2013-06 Adopt Municipal Budget for 2014
14. Resolution 2013-07 A Resolution expressing the willingness of the City of Farmington to utilize Federal-Aid Transportation Alternatives Program Funds.
15. Request approval to purchase computer program for Police Department.

INFORMATIONAL ITEMS:

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

Minutes of the Regular Farmington City Council Meeting on November 12, 2013

The regular meeting of the Farmington City Council scheduled for Tuesday, November 12, 2013 was called to order at 6:00 pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Alderman answered to their names: Patsy Pike, Sherry Matthews, Keith Lipford, Janie Steele, Brenda Cunningham, Bobby Morgan and Shelly Parsley. Alderman Yopp was absent. Also present were City Attorney Steve Tennant and City Business Manager McCarville. After the pledge of allegiance Mayor Penn opened the public comment portion of the meeting for citizens and there were none.

Approval of the minutes for Regular Meeting October 14, 2013 – On the motion of Alderwoman Steele and seconded by Alderman Lipford and by the consent of all members present, the minutes were approved and filed by the city clerk. (7/0)

Financial Report – City Clerk Penn advised that city sales tax was up \$2,576.31 and county sales tax was up \$849.42 for a total increase \$3,425.73.

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

Proclamations, Special Announcements, Committee/Commission Appointments - Mayor Penn advised the Christmas Parade will be Saturday December 7th.

Committee Reports

Street Committee – Mayor Penn advised the Holland Drive project would be delayed until spring due to temperatures dropping and the scope of the project has increased.

City Beautification Committee - Alderwoman Cunningham advised they are purchasing Christmas lights to be placed at the entry to the city. Also the committee was turned down for the tree grant they applied for.

Parks & Recreation Committee – Alderwoman Mathews advised they would start work on Thursday for the brick project at the sports complex.

Historical Preservation Committee – Alderwoman Steele advised they are in the writing phase of the project and they are meeting with someone from the Washington County Historical Society.

New Business

Request approval to remove Court Gateway computer and screen, serial # 23127347 & serial # MUL7007A0000853

A motion was made by Alderman Morgan and seconded by Alderman Lipford to remove said items and by the consent of all members present (7/0), it was approved.

Ordinance No. 2013-08 Approve the planning area boundary and corresponding map to designate the territorial jurisdiction for which the planning commission shall prepare plans, ordinances and regulations in accordance with the Arkansas Code annotated S 14-56-413.

A motion was made by Alderwoman Steele and seconded by Alderwoman Cunningham to suspend the rule requiring the reading of the Ordinance 2013-06 in full 3 different dates and to be read one time by title only. It was approved by all members present (7/0). City Attorney Tennant read the Ordinance. Mayor Penn asked shall the Ordinance pass. It was approved by a vote of 7/0.

There being no further business to come before the council, and on the motion of Alderman Morgan and seconded by Alderman Lipford and by the consent of all members present, the meeting adjourned at 6:30 p.m., until the next regularly scheduled meeting to be held Monday, December 9, 2013 at 6:00 p.m. in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

City Clerk Kelly Penn

GENERAL FUND
Balance Sheet
11/30/13

Book Value
Nov 2013
Actual

Assets

Current Assets

Cash

CATASTROPHIC MONEY MARKET	136,130.61
GENERAL FUND CHECKING ACCT	817,097.92
GENERAL FUND MONEY MARKET	1,521,760.07
Total Current Assets	\$2,474,988.60
Total Assets	\$2,474,988.60

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	555,602.26
FUND BALANCE	1,919,386.34
Total Fund Balance	\$2,474,988.60
Total Liabilities and Equity	\$2,474,988.60

GENERAL FUND
SALES TAX REPORT
11/01/13 to 11/30/13

	Nov 2013	Nov 2012
	Nov 2013	Nov 2012
	Actual	Actual
Revenue		
ALCOHOL SALES TAX	118.00	
CITY SALES TAX REVENUES	32,151.93	27,461.99
SALES TAX - OTHER	82,072.15	80,371.50
STREET CITY SALES TAX	10,717.31	9,154.00
Total Revenue	\$125,059.39	\$116,987.49
Total Gross Profit	\$125,059.39	\$116,987.49
Total Net Income (Loss) From Operations	\$125,059.39	\$116,987.49
Total Net Income (Loss)	\$125,059.39	\$116,987.49

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
Revenue & Expenditures					
GENERAL REVENUES					
Revenue					
ACCIDENT REPORT REVENUE	760.00	550.00	210.00	600.00	160.00
ACT 833	19,254.70	13,383.37	5,871.33	14,600.00	4,654.70
ALCOHOL SALES TAX	998.60	550.00	448.60	600.00	398.60
ANIMAL CONTROL REVENUE	2,385.00	2,291.63	93.37	2,500.00	(115.00)
BUILDING INSPECTION FEES	85,035.88	13,750.00	71,285.88	15,000.00	70,035.88
BUSINESS LICENSES	4,725.00	4,583.37	141.63	5,000.00	(275.00)
CITY COURT FINES	63,453.73	73,333.37	(9,879.64)	80,000.00	(16,546.27)
CITY SALES TAX REVENUES	311,779.90	279,583.37	32,196.53	305,000.00	6,779.90
COUNTY TURNBACK	378,560.19	341,916.63	36,643.56	373,000.00	5,560.19
DEVELOPMENT FEES	9,758.50	916.63	8,841.87	1,000.00	8,758.50
FRANCHISE FEES	316,737.22	250,743.17	65,994.05	273,538.00	43,199.22
GARAGE SALE PERMITS	3,650.00	3,208.37	441.63	3,500.00	150.00
GRANTS	3,367.93		3,367.93		3,367.93
INTEREST REVENUES	1,549.39	1,833.37	(283.98)	2,000.00	(450.61)
MISCELLANEOUS REVENUES	97,423.85	1,100.00	96,323.85	1,200.00	96,223.85
PARK RENTAL/DONATIONS	1,280.00	1,100.00	180.00	1,200.00	80.00
SALES TAX - OTHER	873,205.51	812,166.63	61,038.88	886,000.00	(12,794.49)
SPORTS COMPLEX FEES	58,273.15	51,333.33	6,939.82	56,000.00	2,273.15
SRO REIMBURSEMENT REVE	25,393.29	28,416.63	(3,023.34)	31,000.00	(5,606.71)
STATE TURNBACK	92,285.52	87,083.37	5,202.15	95,000.00	(2,714.48)
Revenue	\$2,349,877.36	\$1,967,843.24	\$382,034.12	\$2,146,738.00	203,139.36
Revenue Less Expenditures	\$2,349,877.36	\$1,967,843.24		\$2,146,738.00	
Net Change in Fund Balance	\$2,349,877.36	\$1,967,843.24		\$2,146,738.00	

GENERAL FUND

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
ADMINISTRATIVE DEPT					
Expenses					
ADDITIONAL SERVICES EXPE	80,218.48	82,500.00	(2,281.52)	90,000.00	(9,781.52)
ADVERTISING EXPENSE	984.62	2,291.63	(1,307.01)	2,500.00	(1,515.38)
BUILDING MAINT & CLEANIN	27,591.66	45,833.37	(18,241.71)	50,000.00	(22,408.34)
CAPITAL IMPROVEMENT	180,001.50		180,001.50		180,001.50
INSURANCES EXPENSE	9,928.58	20,166.63	(10,238.05)	22,000.00	(12,071.42)
LEGAL FEES		9,166.63	(9,166.63)	10,000.00	(10,000.00)
MATERIALS & SUPPLIES EXP	15,800.78	20,166.63	(4,365.85)	22,000.00	(6,199.22)
MISCELLANEOUS EXPENSE	1,661.23	1,833.37	(172.14)	2,000.00	(338.77)
NEW EQUIPMENT PURCHASE	2,960.25	14,666.63	(11,706.38)	16,000.00	(13,039.75)
PAYROLL EXP - CITY ATTRNY	22,974.40	25,020.38	(2,045.98)	27,295.00	(4,320.60)
PAYROLL EXP - ELECTED OFF	47,074.14	51,791.67	(4,717.53)	56,500.00	(9,425.86)
PAYROLL EXP - REGULAR	173,651.08	175,083.37	(1,432.29)	191,000.00	(17,348.92)
PLANNING COMMISSION	6,674.30	11,000.00	(4,325.70)	12,000.00	(5,325.70)
POSTAGE EXPENSE	554.42	3,666.63	(3,112.21)	4,000.00	(3,445.58)
PROFESSIONAL SERVICES	32,290.05	38,058.17	(5,768.12)	41,518.00	(9,227.95)
REPAIR & MAINT - OFFICE E	1,501.04	5,500.00	(3,998.96)	6,000.00	(4,498.96)
TECHNICAL SUPPORT	5,044.71	5,500.00	(455.29)	6,000.00	(955.29)
TRAVEL, TRAINING & MEETI	8,652.89	13,750.00	(5,097.11)	15,000.00	(6,347.11)
UTILITIES EXPENSES	31,167.17	38,500.00	(7,332.83)	42,000.00	(10,832.83)
Expenses	\$648,731.30	\$564,495.11	\$84,236.19	\$615,813.00	32,918.30
Revenue Less Expenditures	(\$648,731.30)	(\$564,495.11)		(\$615,813.00)	
Net Change in Fund Balance	(\$648,731.30)	(\$564,495.11)		(\$615,813.00)	

GENERAL FUND

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
ANIMAL CONTROL DEPT					
Expenses					
FUEL EXPENSES	1,828.22	2,227.50	(399.28)	2,430.00	(601.78)
MATERIALS & SUPPLIES EXP	505.41	550.00	(44.59)	600.00	(94.59)
NEW EQUIPMENT PURCHASE		733.37	(733.37)	800.00	(800.00)
PAYROLL EXP - REGULAR	40,331.74	41,616.63	(1,284.89)	45,400.00	(5,068.26)
PROFESSIONAL SERVICES	12,177.00	14,758.37	(2,581.37)	16,100.00	(3,923.00)
REPAIR & MAINT - EQUIPME	90.52	458.37	(367.85)	500.00	(409.48)
TELECOMMUNICATION EXPE	1,244.87	916.63	328.24	1,000.00	244.87
TRAVEL, TRAINING & MEETI	125.00	458.37	(333.37)	500.00	(375.00)
UNIFORMS/GEAR EXPENSE	500.00	667.37	(167.37)	728.00	(228.00)
Expenses	\$56,802.76	\$62,386.61	(\$5,583.85)	\$68,058.00	(11,255.24)
Revenue Less Expenditures	(\$56,802.76)	(\$62,386.61)		(\$68,058.00)	
Net Change in Fund Balance	(\$56,802.76)	(\$62,386.61)		(\$68,058.00)	

GENERAL FUND

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
BUILDING PERMIT DEPT					
Expenses					
FUEL EXPENSES	1,881.67	2,750.00	(868.33)	3,000.00	(1,118.33)
MATERIALS & SUPPLIES EXP	221.50	916.63	(695.13)	1,000.00	(778.50)
PAYROLL EXP - REGULAR	76,047.68	77,550.00	(1,502.32)	84,600.00	(8,552.32)
REPAIR & MAINT - EQUIPME	180.01	916.63	(736.62)	1,000.00	(819.99)
TELECOMMUNICATION EXPE	1,249.25	1,466.63	(217.38)	1,600.00	(350.75)
TRAVEL, TRAINING & MEETI	1,568.79	2,291.63	(722.84)	2,500.00	(931.21)
UNIFORMS/GEAR EXPENSE	717.73	916.63	(198.90)	1,000.00	(282.27)
Expenses	\$81,866.63	\$86,808.15	(\$4,941.52)	\$94,700.00	(12,833.37)
Revenue Less Expenditures	(\$81,866.63)	(\$86,808.15)		(\$94,700.00)	
Net Change in Fund Balance	(\$81,866.63)	(\$86,808.15)		(\$94,700.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
FIRE DEPT					
Expenses					
FUEL EXPENSES	6,153.70	6,875.00	(721.30)	7,500.00	(1,346.30)
HAZMAT EXPENSES	2,270.12	2,200.00	70.12	2,400.00	(129.88)
MATERIALS & SUPPLIES EXP	5,229.53	6,416.63	(1,187.10)	7,000.00	(1,770.47)
MISCELLANEOUS EXPENSE		458.37	(458.37)	500.00	(500.00)
NEW EQUIPMENT PURCHASE	3,950.00	3,666.63	283.37	4,000.00	(50.00)
PAYROLL EXP - REGULAR	173,959.72	192,362.50	(18,402.78)	209,850.00	(35,890.28)
REPAIR & MAINT - EQUIPME	1,769.01	2,750.00	(980.99)	3,000.00	(1,230.99)
REPAIR & MAINT - TRUCK	1,985.83	4,583.37	(2,597.54)	5,000.00	(3,014.17)
TELECOMMUNICATION EXPE	2,155.45	3,666.63	(1,511.18)	4,000.00	(1,844.55)
TRAVEL, TRAINING & MEETI	3,079.94	3,666.63	(586.69)	4,000.00	(920.06)
UNIFORMS/GEAR EXPENSE	8,699.91	10,231.87	(1,531.96)	11,162.00	(2,462.09)
Expenses	\$209,253.21	\$236,877.63	(\$27,624.42)	\$258,412.00	(49,158.79)
Revenue Less Expenditures	(\$209,253.21)	(\$236,877.63)		(\$258,412.00)	
Net Change in Fund Balance	(\$209,253.21)	(\$236,877.63)		(\$258,412.00)	

GENERAL FUND

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
LAW ENFORCE - COURT					
Expenses					
MATERIALS & SUPPLIES EXP	406.81	1,925.00	(1,518.19)	2,100.00	(1,693.19)
MISCELLANEOUS EXPENSE		366.67	(366.67)	400.00	(400.00)
NEW EQUIPMENT PURCHASE		2,750.00	(2,750.00)	3,000.00	(3,000.00)
PAYROLL EXP - REGULAR	83,365.23	82,280.00	1,085.23	89,760.00	(6,394.77)
SPECIAL COURT COSTS	2,646.00	5,500.00	(2,854.00)	6,000.00	(3,354.00)
TRAVEL, TRAINING & MEETI		1,787.50	(1,787.50)	1,950.00	(1,950.00)
Expenses	\$86,418.04	\$94,609.17	(\$8,191.13)	\$103,210.00	(16,791.96)
Revenue Less Expenditures	(\$86,418.04)	(\$94,609.17)		(\$103,210.00)	
Net Change in Fund Balance	(\$86,418.04)	(\$94,609.17)		(\$103,210.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
LAW ENFORCE - POLICE					
Expenses					
BREATHALYZER EXPENSES	433.81	916.63	(482.82)	1,000.00	(566.19)
DRUG TASK FORCE	1,500.00	1,833.37	(333.37)	2,000.00	(500.00)
FUEL EXPENSES	30,403.33	34,375.00	(3,971.67)	37,500.00	(7,096.67)
MATERIALS & SUPPLIES EXP	16,415.55	23,021.13	(6,605.58)	25,114.00	(8,698.45)
MISCELLANEOUS EXPENSE		916.63	(916.63)	1,000.00	(1,000.00)
NEW EQUIPMENT PURCHASE	29,555.08	29,333.37	221.71	32,000.00	(2,444.92)
PAYROLL EXP - REGULAR	478,768.71	528,916.63	(50,147.92)	577,000.00	(98,231.29)
PAYROLL EXP - SRO	49,794.99	59,060.83	(9,265.84)	64,430.00	(14,635.01)
REPAIR & MAINT - AUTOMOB	9,692.39	18,333.37	(8,640.98)	20,000.00	(10,307.61)
REPAIR & MAINT - EQUIPME	965.47	1,375.00	(409.53)	1,500.00	(534.53)
TELECOMMUNICATION EXPE	2,089.85	2,291.63	(201.78)	2,500.00	(410.15)
TRAVEL, TRAINING & MEETI	3,686.42	3,208.37	478.05	3,500.00	186.42
UNIFORMS/GEAR EXPENSE	5,575.42	7,333.37	(1,757.95)	8,000.00	(2,424.58)
Expenses	\$628,881.02	\$710,915.33	(\$82,034.31)	\$775,544.00	(146,662.98)
Revenue Less Expenditures	(\$628,881.02)	(\$710,915.33)		(\$775,544.00)	
Net Change in Fund Balance	(\$628,881.02)	(\$710,915.33)		(\$775,544.00)	

GENERAL FUND

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
LIBRARY					
Expenses					
LIBRARY TRANSFER	20,494.00	18,786.13	1,707.87	20,494.00	
Expenses	\$20,494.00	\$18,786.13	\$1,707.87	\$20,494.00	
Revenue Less Expenditures	(\$20,494.00)	(\$18,786.13)		(\$20,494.00)	
Net Change in Fund Balance	(\$20,494.00)	(\$18,786.13)		(\$20,494.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
PARKS DEPT					
Expenses					
FUEL EXPENSES	2,233.20	2,016.63	216.57	2,200.00	33.20
MATERIALS & SUPPLIES EXP	1,710.46	4,583.37	(2,872.91)	5,000.00	(3,289.54)
MISCELLANEOUS EXPENSE		1,375.00	(1,375.00)	1,500.00	(1,500.00)
NEW EQUIPMENT PURCHASE	9,999.00	11,000.00	(1,001.00)	12,000.00	(2,001.00)
PAYROLL EXP - REGULAR	35,065.67	42,542.50	(7,476.83)	46,410.00	(11,344.33)
PAYROLL EXP - SPORTS COM	45,348.94	47,208.37	(1,859.43)	51,500.00	(6,151.06)
PROFESSIONAL SERVICES		916.63	(916.63)	1,000.00	(1,000.00)
REPAIR & MAINT - EQUIPME	135.00	1,833.37	(1,698.37)	2,000.00	(1,865.00)
SPORTS PARK FUEL	1,786.01	1,833.37	(47.36)	2,000.00	(213.99)
SPORTS PARK MATERIALS	8,313.96	11,000.00	(2,686.04)	12,000.00	(3,686.04)
SPORTS PARK NEW EQUIP	15,498.00	4,583.37	10,914.63	5,000.00	10,498.00
SPORTS PARK PROF SERV	31,052.32	27,500.00	3,552.32	30,000.00	1,052.32
SPORTS PARK REPAIR/MAIN	392.51	1,097.25	(704.74)	1,197.00	(804.49)
SPORTS PARK UNIFORMS	717.06	687.50	29.56	750.00	(32.94)
SPORTS PARK UTILITIES	19,781.64	32,083.37	(12,301.73)	35,000.00	(15,218.36)
UNIFORMS/GEAR EXPENSE	500.00	687.50	(187.50)	750.00	(250.00)
UTILITIES EXPENSES	1,986.95	2,016.63	(29.68)	2,200.00	(213.05)
Expenses	\$174,520.72	\$192,964.86	(\$18,444.14)	\$210,507.00	(35,986.28)
Revenue Less Expenditures	(\$174,520.72)	(\$192,964.86)		(\$210,507.00)	
Net Change in Fund Balance	(\$174,520.72)	(\$192,964.86)		(\$210,507.00)	

Statement of Revenue and Expenditures

Account	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2013 Nov 2013 Actual	Jan 2013 Nov 2013 Budget	Jan 2013 Nov 2013 Variance	Jan 2013 Dec 2013	Jan 2013 Dec 2013 Variance
TRANSFERS BETWEEN FUNDS					
Revenue					
STREET CITY SALES TAX	103,926.61		103,926.61		103,926.61
STREET COUNTY TURNBACK	41,509.45		41,509.45		41,509.45
Revenue	\$145,436.06		\$145,436.06		145,436.06
Expenses					
STREET CITY SALE TAX	103,926.61		103,926.61		103,926.61
STREET COUNTY TURNBACK	41,509.45		41,509.45		41,509.45
Expenses	\$145,436.06		\$145,436.06		145,436.06

STREET FUND
Balance Sheet
11/30/13

Book Value
Nov 2013
Actual

Assets

Current Assets

Cash

STREET FUND CHECKING ACCT	339,971.64
STREET FUND MONEY MARKET	2,506.70
Total Current Assets	\$342,478.34
Total Assets	\$342,478.34

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	(344,172.20)
FUND BALANCE	686,650.54
Total Fund Balance	\$342,478.34
Total Liabilities and Equity	\$342,478.34

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2013 Nov 2013 Actual	Year-To-Date Jan 2013 Nov 2013 Budget	Year-To-Date Jan 2013 Nov 2013 Variance	Annual Budget Jan 2013 Dec 2013	Annual Budget Jan 2013 Dec 2013 Variance
Revenue & Expenditures					
Revenue					
INTEREST REVENUES	94.84	183.37	(88.53)	200.00	(105.16)
MISCELLANEOUS REVENUES	2,879.48	91.63	2,787.85	100.00	2,779.48
STREET CITY SALES TAX	103,926.61	93,500.00	10,426.61	102,000.00	1,926.61
STREET COUNTY TURNBACK	41,509.45	27,311.17	14,198.28	29,794.00	11,715.45
STREET STATE TURNBACK	277,391.26	244,291.63	33,099.63	266,500.00	10,891.26
Revenue	\$425,801.64	\$365,377.80	\$60,423.84	\$398,594.00	27,207.64
Expenses					
FUEL EXPENSES	7,013.70	7,791.63	(777.93)	8,500.00	(1,486.30)
INSURANCES EXPENSE	810.00	2,108.37	(1,298.37)	2,300.00	(1,490.00)
MATERIALS & SUPPLIES EXPENSE	10,490.04	11,916.63	(1,426.59)	13,000.00	(2,509.96)
MISCELLANEOUS EXPENSE		452.87	(452.87)	494.00	(494.00)
NEW EQUIPMENT PURCHASE	43,084.99	4,583.37	38,501.62	5,000.00	38,084.99
PAYROLL EXP - REGULAR	117,800.39	132,000.00	(14,199.61)	144,000.00	(26,199.61)
PROFESSIONAL SERVICES	2,189.00	9,166.63	(6,977.63)	10,000.00	(7,811.00)
REPAIR & MAINT - EQUIPMENT	12,807.19	9,166.63	3,640.56	10,000.00	2,807.19
STREET LIGHTS	42,499.76	41,250.00	1,249.76	45,000.00	(2,500.24)
STREET/ROAD REPAIRS	44,340.13	137,958.37	(93,618.24)	150,500.00	(106,159.87)
TELECOMMUNICATION EXPENSES	1,883.67	1,650.00	233.67	1,800.00	83.67
TRAVEL, TRAINING & MEETINGS	461.00	916.63	(455.63)	1,000.00	(539.00)
UNIFORMS/GEAR EXPENSE	1,731.00	1,833.37	(102.37)	2,000.00	(269.00)
UTILITIES EXPENSES	4,480.01	4,583.37	(103.36)	5,000.00	(519.99)
Expenses	\$289,590.88	\$365,377.87	(\$75,786.99)	\$398,594.00	(109,003.12)
Revenue Less Expenditures	\$136,210.76	(\$0.07)			
Net Change in Fund Balance	\$136,210.76	(\$0.07)			
Fund Balances					
Beginning Fund Balance	206,267.58				
Net Change in Fund Balance	136,210.76	(0.07)			
Ending Fund Balance	342,478.34				

LIBRARY FUND
Balance Sheet
11/30/13

Book Value
Nov 2013
Actual

Assets

Current Assets

Cash

LIBRARY CHECKING ACCT	37,623.47
Total Current Assets	<u>\$37,623.47</u>
Total Assets	<u>\$37,623.47</u>

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	(6,937.25)
FUND BALANCE	44,560.72
Total Fund Balance	<u>\$37,623.47</u>
Total Liabilities and Equity	<u>\$37,623.47</u>

LIBRARY FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2013 Nov 2013 Actual	Year-To-Date Jan 2013 Nov 2013 Budget	Year-To-Date Jan 2013 Nov 2013 Variance	Annual Budget Jan 2013 Dec 2013	Annual Budget Jan 2013 Dec 2013 Variance
Revenue & Expenditures					
Revenue					
FINES/LOST ITEMS	3,099.15	2,750.00	349.15	3,000.00	99.15
GRANTS	10,000.00		10,000.00		10,000.00
INTEREST REVENUES	46.40		46.40		46.40
MISCELLANEOUS REVENUES	753.92		753.92		753.92
TRANS FROM GENERAL FUND	20,494.00	18,786.13	1,707.87	20,494.00	
WASHINGTON CO LIBRARY REVE	126,905.13	126,905.13		138,442.00	(11,536.87)
Revenue	\$161,298.60	\$148,441.26	\$12,857.34	\$161,936.00	(637.40)
Expenses					
BOOKS AND MEDIA	27,732.16	32,083.37	(4,351.21)	35,000.00	(7,267.84)
INSURANCES EXPENSE	1,872.00	825.00	1,047.00	900.00	972.00
LIBRARY RESERVE		33.00	(33.00)	36.00	(36.00)
MATERIALS & SUPPLIES EXPENSE	3,776.11	4,766.63	(990.52)	5,200.00	(1,423.89)
MISCELLANEOUS EXPENSE		366.63	(366.63)	400.00	(400.00)
NEW EQUIPMENT PURCHASE		1,833.37	(1,833.37)	2,000.00	(2,000.00)
PAYROLL EXP - REGULAR	96,252.56	98,541.63	(2,289.07)	107,500.00	(11,247.44)
POSTAGE EXPENSE	384.40	366.63	17.77	400.00	(15.60)
PROGRAMS EXPENSE	255.25	458.37	(203.12)	500.00	(244.75)
TECHNICAL SUPPORT	270.00	1,375.00	(1,105.00)	1,500.00	(1,230.00)
TRANS TO GENERAL FUND	80,247.22		80,247.22		80,247.22
TRAVEL, TRAINING & MEETINGS	44.08	458.37	(414.29)	500.00	(455.92)
UTILITIES EXPENSES	7,411.75	7,333.33	78.42	8,000.00	(588.25)
Expenses	\$218,245.53	\$148,441.33	\$69,804.20	\$161,936.00	56,309.53
Revenue Less Expenditures	(\$56,946.93)	(\$0.07)			
Net Change in Fund Balance	(\$56,946.93)	(\$0.07)			

Fund Balances

Beginning Fund Balance	94,570.40	
Net Change in Fund Balance	(56,946.93)	(0.07)
Ending Fund Balance	37,623.47	



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 2007 & 2008 Records
Date: December 9, 2013

Recommendation

To destroy 2007 & 2008 records

Background

State Statue 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.

Washington County “20 for Transit” Farmington

WC Current Allocation: \$24,000 annually
WC Turnback Confirmed: \$122,970 annually
Farmington Current: \$5,000 annually
Farmington Turnback Request: \$21,281 annually

Current Services: ORT provides fixed route services in Districts 1,2,3,4,5,6,8,9,11 and 12. These fixed route services are also supported by para-transit, and demand-response services. ORT provides limited services to District 10 through demand-response two days per week.

Service Shortfalls: ORT has received multiple requests for services from the following areas:

- Lincoln
- Prairie Grove
- Farmington
- Elkins
- Greenland

In 2013, ORT staff was able to make minor changes to its dispatching of assets to the community to significantly increase the level of services provided to Washington County. Prior to the realignment of assets, ORT was recording 20 to 25 rural demand response denied trips on a daily basis. After the realignment of assets, ORT now records 7 to 9 rural demand response denials on a weekly basis. The schedule below indicates the number of non-ADA denials that have occurred by month since November 2012. In February of 2013, ORT began the realignment of assets. By August of 2013, the denials have begun to increase due to new demand for services.

ORT is receiving increasing requests for services from the areas not covered by fixed route or para-transit services within Washington County. Service enhancements to areas within Washington County could include:

- Fixed rural route from Lincoln to Elkins with connections to both ORT and Razorback services in Fayetteville. Frequency would be bi-hourly service leaving from Lincoln and Elkins.
- Fixed rural route service from Winslow and Greenland to Fayetteville. Frequency would be hourly.
- Fixed route service on Hwy 265.
- With fixed route services comes para-transit.
- ORT is also working to establish a viable van-share (car-pool) program...

Washington County has dedicated \$122,970 for 2014. The purpose for this increase in funds will be to help establish the commuter services route between Elkins and Lincoln, with stops in Fayetteville, Farmington and Prairie Grove. Remaining funds will be used to increase the Demand-Response services to the unincorporated portions of Washington County.

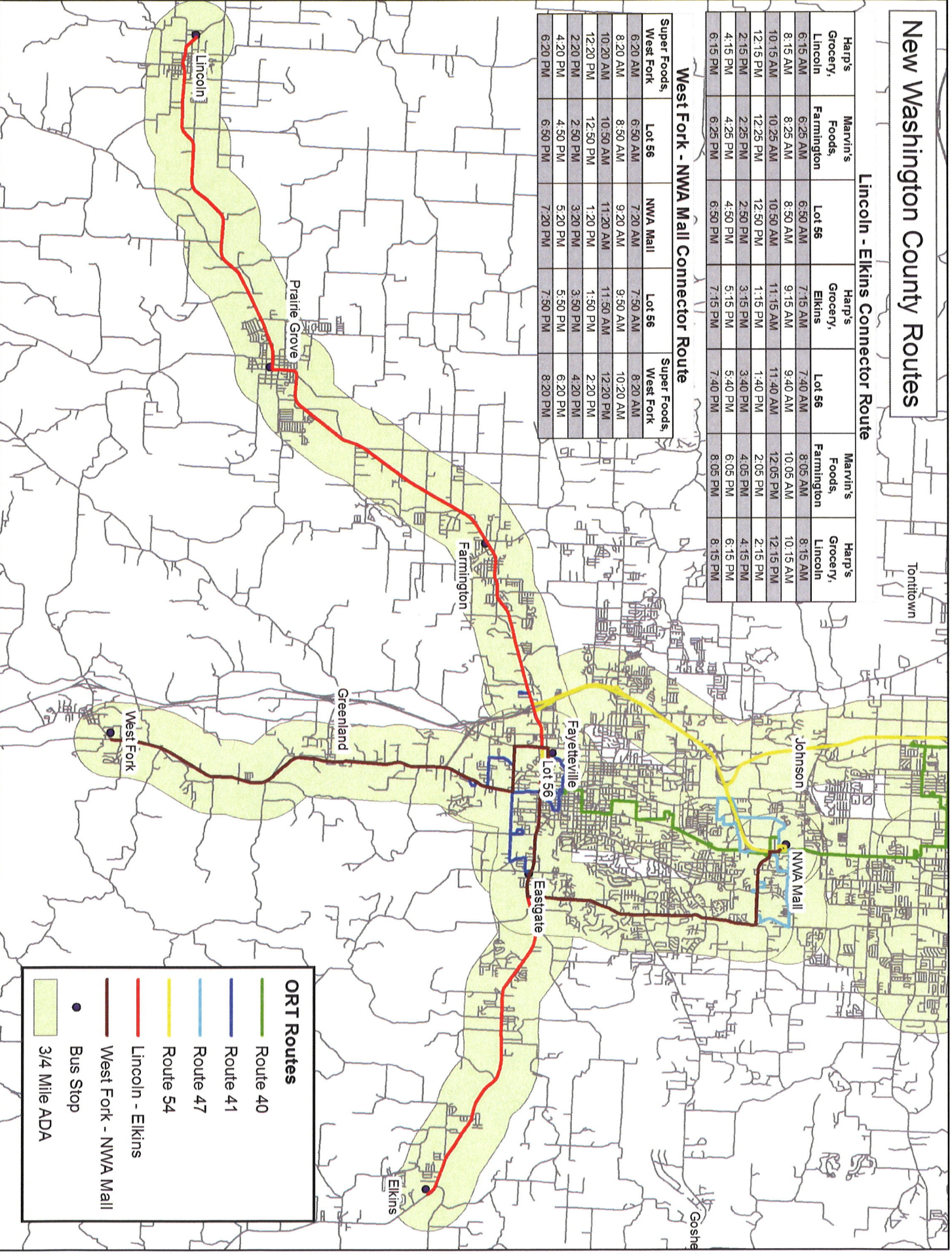
New Washington County Routes

Lincoln - Elkins Connector Route

Harp's Grocery, Lincoln	Marvin's Foods, Farmington	Lot 56	Harp's Grocery, Elkins	Lot 56	Marvin's Foods, Farmington	Harp's Grocery, Lincoln
6:45 AM	6:26 AM	6:50 AM	7:15 AM	7:40 AM	8:06 AM	8:15 AM
8:15 AM	8:26 AM	8:50 AM	9:15 AM	9:40 AM	10:05 AM	10:15 AM
10:15 AM	10:25 AM	10:50 AM	11:15 AM	11:40 AM	12:05 PM	12:15 PM
12:15 PM	12:25 PM	12:50 PM	1:15 PM	1:40 PM	2:05 PM	2:15 PM
2:15 PM	2:26 PM	2:50 PM	3:15 PM	3:40 PM	4:05 PM	4:15 PM
4:15 PM	4:26 PM	4:50 PM	5:15 PM	5:40 PM	6:05 PM	6:15 PM
6:15 PM	6:26 PM	6:50 PM	7:15 PM	7:40 PM	8:05 PM	8:15 PM

West Fork - NWA Mall Connector Route

Super Foods, West Fork	Lot 56	NWA Mall	Lot 56	Super Foods, West Fork
6:20 AM	6:50 AM	7:20 AM	7:50 AM	8:20 AM
8:20 AM	8:50 AM	9:20 AM	9:50 AM	10:20 AM
10:20 AM	10:50 AM	11:20 AM	11:50 AM	12:20 PM
12:20 PM	12:50 PM	1:20 PM	1:50 PM	2:20 PM
2:20 PM	2:50 PM	3:20 PM	3:50 PM	4:20 PM
4:20 PM	4:50 PM	5:20 PM	5:50 PM	6:20 PM
6:20 PM	6:50 PM	7:20 PM	7:50 PM	8:20 PM



ORT Routes

- Route 40
- Route 41
- Route 47
- Route 54
- Lincoln - Elkins
- West Fork - NWA Mall

● Bus Stop

■ 3/4 Mile ADA



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 3, 2013

Recommendation

This is the fourth year we have had this agreement. 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. In addition to stormwater management EDA is also 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

This contract is for a lump sum of \$10,000 for the stormwater work and an hourly charge for the flood plain administration. 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, 2014 (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 # 1757). 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 12-3-2013. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

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

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

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

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

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

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows:
 - 1. For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - 2. By Engineer upon seven days written notice if 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, 2014 through Dec. 31, 2014; total billable hours and expenses for the 2014 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



Steve A. Hesse - President

Title: Mayor

AR License No. 8527

Date Signed _____

Date Signed 12-3-13



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, 2014 (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 # 1756). 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 12/3/2013. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

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

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

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

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

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

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

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

1. For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times

standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 2. By Engineer upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

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

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

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

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

7.01 General Considerations

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

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

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

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

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

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

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

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

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 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, 2014 through Dec. 31, 2014; total billable hours and expenses for the 2014 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:

ENGINEER:

Ernie Penn

Steve A. Hesse – President

Title: Mayor

AR License No. 8527

Date Signed

Date Signed 12-3-13



Earthplan Design Alternatives, PA

Civil Engineering / Landscape Architecture

134 W. Emma Ave. Springdale AR 479-756-1266

RESOLUTION NO. 2013-06

A RESOLUTION PROVIDING FOR THE ADOPTION OF A BUDGET FOR THE CITY OF FARMINGTON, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR; AND FOR OTHER PURPOSES.

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

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

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

Section 1: This resolution shall be known as the budget resolution for the City of Farmington, Arkansas, for the twelve (12) month period beginning January 1, 2014 and ending December 31, 2014. The attached budget, incorporated herein as if set out word for word and figure for figure, reflects estimated revenues and expenditures as set forth on the succeeding pages.

Section 2: The respective funds for each item of expenditure proposed in the budget for 2014 are hereby approved and adopted for the operation of the City of Farmington, Arkansas, by the City Council on this date and constitute an appropriation of funds which are lawfully applicable to the items contained within the budget. This budget may be altered or revised by action of this governing body and unpledged funds may be subsequently appropriated to another purpose except as prohibited by law. A.C.A. § 14-58-203(a).

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

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

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

PASSED AND APPROVED this 9th day of December, 2013.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk

**GENERAL REVENUES
GENERAL FUND**

	New	
	Budget	Budget
	01/01/13 12/31/13	01/01/14 12/31/14
<input type="checkbox"/> Revenue		
<input type="checkbox"/> Court Fines and Fees		
CITY COURT FINES	80,000.00	70,000.00
Court Fines and Fees Total	80,000.00	70,000.00
<input type="checkbox"/> State Turnback		
STATE TURNBACK	95,000.00	95,000.00
State Turnback Total	95,000.00	95,000.00
<input type="checkbox"/> Other Permits and Charges		
ACCIDENT REPORT REVENUES	600.00	600.00
ACT 833	14,600.00	17,000.00
ANIMAL CONTROL REVENUES	2,500.00	2,500.00
BUILDING INSPECTION FEES	15,000.00	25,000.00
BUSINESS LICENSES	5,000.00	5,000.00
DEVELOPMENT FEES	1,000.00	1,000.00
GARAGE SALE PERMITS	3,500.00	3,500.00
INTEREST REVENUES	2,000.00	2,000.00
MISCELLANEOUS REVENUES	1,200.00	1,200.00
PARK RENTAL/DONATIONS	1,200.00	1,200.00
SPORTS COMPLEX FEES	56,000.00	56,000.00
SRO REIMBURSEMENT REVENUES	31,000.00	31,000.00
Other Permits and Charges Total	133,600.00	146,000.00
<input type="checkbox"/> Franchise Tax		
FRANCHISE FEES	273,538.00	315,538.00
Franchise Tax Total	273,538.00	315,538.00
<input type="checkbox"/> Local Sales Taxes		
ALCOHOL SALES TAX	600.00	600.00
CITY SALES TAX REVENUES	305,000.00	344,000.00
SALES TAX - OTHER	886,000.00	952,000.00
Local Sales Taxes Total	1,191,600.00	1,296,600.00
<input type="checkbox"/> 5-Mill Tax		
COUNTY TURNBACK	373,000.00	373,000.00
5-Mill Tax Total	373,000.00	373,000.00
Revenue Total	2,146,738.00	2,296,138.00

**ADMINISTRATIVE DEPT
GENERAL FUND**

	New	
	Budget	Budget
	01/01/13	01/01/14
	12/31/13	12/31/14
<input type="checkbox"/> Expenses		
<input type="checkbox"/> Salaries Expense		
PAYROLL EXP - CITY ATTRNY	27,295.00	28,200.00
PAYROLL EXP - ELECTED OFFICIAL	56,500.00	64,000.00
PAYROLL EXP - REGULAR	191,000.00	206,000.00
Salaries Expense Total	274,795.00	298,200.00
<input type="checkbox"/> Administrative Expense		
ADDITIONAL SERVICES EXPENSE	90,000.00	115,000.00
Administrative Expense Total	90,000.00	115,000.00
<input type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	16,000.00	16,000.00
Fixed Asset Expense Total	16,000.00	16,000.00
<input type="checkbox"/> Supplies Expense		
BUILDING MAINT & CLEANING	50,000.00	50,000.00
MATERIALS & SUPPLIES EXPENSE	22,000.00	22,000.00
Supplies Expense Total	72,000.00	72,000.00
<input type="checkbox"/> Utilities Expense		
UTILITIES EXPENSES	42,000.00	42,000.00
Utilities Expense Total	42,000.00	42,000.00
<input type="checkbox"/> Other Expense		
ADVERTISING EXPENSE	2,500.00	2,500.00
INSURANCES EXPENSE	22,000.00	22,000.00
LEGAL FEES	10,000.00	10,000.00
MISCELLANEOUS EXPENSE	2,000.00	2,000.00
PLANNING COMMISSION	12,000.00	19,400.00
POSTAGE EXPENSE	4,000.00	4,000.00
PROFESSIONAL SERVICES	41,518.00	41,428.00
REPAIR & MAINT - OFFICE EQUIP	6,000.00	6,000.00
TECHNICAL SUPPORT	6,000.00	6,000.00
TRAVEL, TRAINING & MEETINGS	15,000.00	15,000.00
Other Expense Total	121,018.00	128,328.00
Expenses Total	615,813.00	671,528.00

**ANIMAL CONTROL DEPT
GENERAL FUND**

	New	
	Budget	Budget
	01/01/13	01/01/14
	12/31/13	12/31/14
<input type="checkbox"/> Expenses		
<input type="checkbox"/> Salaries Expense		
PAYROLL EXP - REGULAR	45,400.00	50,000.00
Salaries Expense Total	<u>45,400.00</u>	<u>50,000.00</u>
<input type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	800.00	800.00
Fixed Asset Expense Total	<u>800.00</u>	<u>800.00</u>
<input type="checkbox"/> Supplies Expense		
MATERIALS & SUPPLIES EXPENSE	600.00	600.00
UNIFORMS/GEAR EXPENSE	728.00	728.00
Supplies Expense Total	<u>1,328.00</u>	<u>1,328.00</u>
<input type="checkbox"/> Other Expense		
FUEL EXPENSES	2,430.00	2,430.00
PROFESSIONAL SERVICES	16,100.00	16,100.00
REPAIR & MAINT - EQUIPMENT	500.00	500.00
TELECOMMUNICATION EXPENSES	1,000.00	1,600.00
TRAVEL, TRAINING & MEETINGS	500.00	500.00
Other Expense Total	<u>20,530.00</u>	<u>21,130.00</u>
Expenses Total	<u>68,058.00</u>	<u>73,258.00</u>

**BUILDING PERMIT DEPT
GENERAL FUND**

		New	
		Budget	Budget
		01/01/13	01/01/14
		12/31/13	12/31/14
<input type="checkbox"/> Expenses			
<input type="checkbox"/> Salaries Expense			
	PAYROLL EXP - REGULAR	84,600.00	84,600.00
	Salaries Expense Total	84,600.00	84,600.00
<input type="checkbox"/> Supplies Expense			
	MATERIALS & SUPPLIES EXPENSE	1,000.00	1,000.00
	UNIFORMS/GEAR EXPENSE	1,000.00	1,000.00
	Supplies Expense Total	2,000.00	2,000.00
<input type="checkbox"/> Other Expense			
	FUEL EXPENSES	3,000.00	3,000.00
	REPAIR & MAINT - EQUIPMENT	1,000.00	1,000.00
	TELECOMMUNICATION EXPENSES	1,600.00	1,600.00
	TRAVEL, TRAINING & MEETINGS	2,500.00	2,500.00
	Other Expense Total	8,100.00	8,100.00
	Expenses Total	94,700.00	94,700.00

**FIRE DEPT
GENERAL FUND**

		New	
		Budget	Budget
		01/01/13	01/01/14
		12/31/13	12/31/14
<input type="checkbox"/> Expenses			
<input type="checkbox"/> Salaries Expense			
	PAYROLL EXP - REGULAR	209,850.00	205,000.00
	Salaries Expense Total	205,000.00	205,000.00
<input type="checkbox"/> Fixed Asset Expense			
	NEW EQUIPMENT PURCHASE	4,000.00	30,000.00
	Fixed Asset Expense Total	30,000.00	30,000.00
<input type="checkbox"/> Supplies Expense			
	MATERIALS & SUPPLIES EXPENSE	7,000.00	7,000.00
	UNIFORMS/GEAR EXPENSE	11,162.00	11,162.00
	Supplies Expense Total	18,162.00	18,162.00
<input type="checkbox"/> Other Expense			
	FUEL EXPENSES	7,500.00	7,500.00
	HAZMAT EXPENSES	2,400.00	2,400.00
	MISCELLANEOUS EXPENSE	500.00	500.00
	REPAIR & MAINT - EQUIPMENT	3,000.00	3,000.00
	REPAIR & MAINT - TRUCK	5,000.00	5,000.00
	TELECOMMUNICATION EXPENSES	4,000.00	2,500.00
	TRAVEL, TRAINING & MEETINGS	4,000.00	4,000.00
	Other Expense Total	24,900.00	24,900.00
	Expenses Total	278,062.00	278,062.00

**LAW ENFORCE - COURT
GENERAL FUND**

	New	
	Budget	Budget
	01/01/13	01/01/14
	12/31/13	12/31/14
<input type="checkbox"/> Expenses		
<input type="checkbox"/> Salaries Expense		
PAYROLL EXP - REGULAR	89,760.00	90,500.00
Salaries Expense Total	89,760.00	90,500.00
<input type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	3,000.00	3,000.00
Fixed Asset Expense Total	3,000.00	3,000.00
<input type="checkbox"/> Supplies Expense		
MATERIALS & SUPPLIES EXPENSE	2,100.00	2,100.00
Supplies Expense Total	2,100.00	2,100.00
<input type="checkbox"/> Other Expense		
MISCELLANEOUS EXPENSE	400.00	400.00
SPECIAL COURT COSTS	6,000.00	6,000.00
TRAVEL, TRAINING & MEETINGS	1,950.00	1,950.00
Other Expense Total	8,350.00	8,350.00
Expenses Total	103,210.00	103,950.00

**LAW ENFORCE - POLICE
GENERAL FUND**

		New	
		Budget	Budget
		01/01/13	01/01/14
		12/31/13	12/31/14
<input type="checkbox"/> Expenses			
<input type="checkbox"/> Salaries Expense			
	PAYROLL EXP - REGULAR	577,000.00	605,000.00
	PAYROLL EXP - SRO	64,430.00	64,000.00
	Salaries Expense Total	641,430.00	669,000.00
<input type="checkbox"/> Fixed Asset Expense			
	NEW EQUIPMENT PURCHASE	32,000.00	64,000.00
	Fixed Asset Expense Total	32,000.00	64,000.00
<input type="checkbox"/> Supplies Expense			
	BREATHALYZER EXPENSES	1,000.00	800.00
	MATERIALS & SUPPLIES EXPENSE	25,114.00	25,114.00
	UNIFORMS/GEAR EXPENSE	8,000.00	8,000.00
	Supplies Expense Total	34,114.00	33,914.00
<input type="checkbox"/> Other Expense			
	DRUG TASK FORCE	2,000.00	2,000.00
	FUEL EXPENSES	37,500.00	37,500.00
	MISCELLANEOUS EXPENSE	1,000.00	1,000.00
	REPAIR & MAINT - AUTOMOBILES	20,000.00	15,000.00
	REPAIR & MAINT - EQUIPMENT	1,500.00	1,500.00
	TELECOMMUNICATION EXPENSES	2,500.00	2,500.00
	TRAVEL, TRAINING & MEETINGS	3,500.00	8,700.00
	Other Expense Total	68,000.00	68,200.00
	Expenses Total	775,544.00	835,114.00

LIBRARY DEPT
GENERAL FUND

		New	
		Budget	Budget
		01/01/13	01/01/14
		12/31/13	12/31/14
<input type="checkbox"/> Expenses			
<input type="checkbox"/> Other Expense			
LIBRARY TRANSFER		20,494.00	23,519.00
Other Expense Total		20,494.00	23,519.00
Expenses Total		20,494.00	23,519.00

**PARKS DEPT
GENERAL FUND**

		New	
		Budget	Budget
		01/01/13	01/01/14
		12/31/13	12/31/14
<input type="checkbox"/> Expenses			
<input type="checkbox"/> Salaries Expense			
	PAYROLL EXP - REGULAR	46,410.00	46,410.00
	PAYROLL EXP - SPORTS COMPLEX	51,500.00	55,000.00
	Salaries Expense Total	97,910.00	101,410.00
<input type="checkbox"/> Fixed Asset Expense			
	NEW EQUIPMENT PURCHASE	12,000.00	12,000.00
	Fixed Asset Expense Total	12,000.00	12,000.00
<input type="checkbox"/> Supplies Expense			
	MATERIALS & SUPPLIES EXPENSE	5,000.00	5,000.00
	UNIFORMS/GEAR EXPENSE	750.00	750.00
	Supplies Expense Total	5,750.00	5,750.00
<input type="checkbox"/> Utilities Expense			
	UTILITIES EXPENSES	2,200.00	2,200.00
	Utilities Expense Total	2,200.00	2,200.00
<input type="checkbox"/> Other Expense			
	FUEL EXPENSES	2,200.00	2,200.00
	MISCELLANEOUS EXPENSE	1,500.00	1,500.00
	PROFESSIONAL SERVICES	1,000.00	1,000.00
	REPAIR & MAINT - EQUIPMENT	2,000.00	2,000.00
	SPORTS PARK FUEL	2,000.00	2,000.00
	SPORTS PARK MATERIALS	12,000.00	12,000.00
	SPORTS PARK NEW EQUIP	5,000.00	5,000.00
	SPORTS PARK PROF SERV	30,000.00	32,000.00
	SPORTS PARK REPAIR/MAINT	1,197.00	1,197.00
	SPORTS PARK UNIFORMS	750.00	750.00
	SPORTS PARK UTILITIES	35,000.00	35,000.00
	Other Expense Total	92,647.00	94,647.00
	Expenses Total	210,507.00	216,007.00

**STREET FUND BUDGET
STREET FUND**

	New	
	Budget	Budget
	01/01/13	01/01/14
	12/31/13	12/31/14
<input type="checkbox"/> Revenue		
<input type="checkbox"/> State Turnback		
STREET STATE TURNBACK	266,500.00	366,500.00
State Turnback Total	266,500.00	366,500.00
<input type="checkbox"/> Other Permits and Charges		
INTEREST REVENUES	200.00	100.00
MISCELLANEOUS REVENUES	100.00	100.00
Other Permits and Charges Total	300.00	200.00
<input type="checkbox"/> Local Sales Taxes		
STREET CITY SALES TAX	102,000.00	113,100.00
Local Sales Taxes Total	102,000.00	113,100.00
<input type="checkbox"/> 5-Mill Tax		
STREET COUNTY TURNBACK	29,794.00	40,994.00
5-Mill Tax Total	29,794.00	40,994.00
Revenue Total	398,594.00	520,794.00
<input type="checkbox"/> Expenses		
<input type="checkbox"/> Salaries Expense		
PAYROLL EXP - REGULAR	144,000.00	164,000.00
Salaries Expense Total	144,000.00	164,000.00
<input type="checkbox"/> Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	5,000.00	5,000.00
Fixed Asset Expense Total	5,000.00	5,000.00
<input type="checkbox"/> Supplies Expense		
MATERIALS & SUPPLIES EXPENSE	13,000.00	13,000.00
UNIFORMS/GEAR EXPENSE	2,000.00	2,000.00
Supplies Expense Total	15,000.00	15,000.00
<input type="checkbox"/> Utilities Expense		
UTILITIES EXPENSES	5,000.00	5,000.00
Utilities Expense Total	5,000.00	5,000.00
<input type="checkbox"/> Other Expense		
FUEL EXPENSES	8,500.00	8,500.00
INSURANCES EXPENSE	2,300.00	2,300.00
MISCELLANEOUS EXPENSE	494.00	494.00
PROFESSIONAL SERVICES	10,000.00	10,000.00
REPAIR & MAINT - EQUIPMENT	10,000.00	10,000.00
STREET LIGHTS	45,000.00	47,000.00
STREET/ROAD REPAIRS	150,500.00	250,500.00
TELECOMMUNICATION EXPENSES	1,800.00	2,000.00
TRAVEL, TRAINING & MEETINGS	1,000.00	1,000.00
Other Expense Total	229,594.00	331,794.00
Expenses Total	398,594.00	520,794.00

LIBRARY BUDGET
LIBRARY FUND

	New	
	Budget	Budget
	01/01/13	01/01/14
	12/31/13	12/31/14
Revenue		
Other Permits and Charges		
FINES/LOST ITEMS	3,000.00	3,000.00
TRANS FROM GENERAL FUND	20,494.00	23,519.00
WASHINGTON CO LIBRARY REVENUES	138,442.00	139,351.00
Other Permits and Charges Total	161,936.00	165,870.00
Revenue Total	161,936.00	165,870.00
Expenses		
Salaries Expense		
PAYROLL EXP - REGULAR	107,500.00	113,000.00
Salaries Expense Total	107,500.00	113,000.00
Fixed Asset Expense		
NEW EQUIPMENT PURCHASE	2,000.00	1,500.00
Fixed Asset Expense Total	2,000.00	1,500.00
Supplies Expense		
BOOKS AND MEDIA	35,000.00	32,000.00
MATERIALS & SUPPLIES EXPENSE	5,200.00	4,470.00
PROGRAMS EXPENSE	500.00	250.00
Supplies Expense Total	40,700.00	36,720.00
Utilities Expense		
UTILITIES EXPENSES	8,000.00	6,500.00
Utilities Expense Total	8,000.00	6,500.00
Other Expense		
INSURANCES EXPENSE	900.00	1,900.00
LIBRARY RESERVE	36.00	0.00
MISCELLANEOUS EXPENSE	400.00	300.00
POSTAGE EXPENSE	400.00	400.00
REPAIR & MAINT - BUILDING	0.00	4,500.00
TECHNICAL SUPPORT	1,500.00	750.00
TRAVEL, TRAINING & MEETINGS	500.00	300.00
Other Expense Total	3,736.00	8,150.00
Expenses Total	161,936.00	165,870.00

Position Title 2014	Salary Grade
City Business Manager	23
Fire Chief	20
Police Chief	21
Finance Director/Court Clerk	22
Public Works Manager	17
Building/Code Enforcement Official	20
Police Captain	17
Patrol Sergeant	16
Police Desk Sergeant	14
Police Detective	13
Police Corporal	13
Senior Patrol Officer	12
Patrol Officer	11
Probationary Patrol Officer	10
Fire Fighter	11
Administrative Assistant	10
Animal Control/Custodian	7
Maintenance Worker (parks)	7
Maintenance Worker (street department)	7
Parks Program & Facility Coordinator	14
Librarian	11
Library Assistant	Part-time
Receptionist	Part-time



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

Memo

To: Farmington City Council
Ernie Penn, Mayor
Kelly Penn, City Clerk
From: Melissa McCarville
Re: Request consideration of Resolution 2013-07
Date: December 4, 2013

Recommendation

City staff recommends approval of this resolution.

Background

Because of the increase in population for the 2010 census Northwest Arkansas has become a Transportation Management Area (TMA). With this designation comes responsibility for distribution of funding from the federal government. The funding source is called Federal Aid Transportation Alternative Program Funds. Northwest Arkansas Regional Planning has designed an application and review process for entities interested in being considered for this funding. This resolution is required as a part of the application for funding.

Discussion

We are asking for a total of \$400,000 (this amount is in line with what other cities are asking for to fund similar projects.) At this time we do not have an engineer's estimate. The 20% match would be \$80,000. This resolution assures Northwest Arkansas Regional Planning that if our project is chosen to be funded the City has the necessary resources to provide the 20% match. If our project is chosen we intend to try to negotiate with the State for assistance in providing the match.

Budget Impact

This is not a budgeted item. If the project is chosen you will have to approve the expense at that time.

RESOLUTION NO. 2013-07

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FARMINGTON TO
UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS
ADMINISTRED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION.**

WHEREAS, the City of Farmington understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to perform design, engineering and environmental work for improvements on HWY 170, and

WHEREAS, the City of Farmington understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, the City of Farmington understands that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas Highway and Transportation Department of an official Notice to Proceed, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant.

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

SECTION I: The City of Farmington will participate in accordance with its designated responsibility.

SECTION II: The City of Farmington Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary for the above stated project.

SECTION III: The City of Farmington pledges its full support and hereby authorizes the City of Farmington staff to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this 9th day of December, 2013.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk



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

MEMO

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

From: BRIAN HUBBARD, CHIEF
Re: ET download
Date: 12/4/2013

Recommendation

Requesting the approval of funds to download electronic tickets to existing RMS for the PD. Final totals are not secured but wanting approval for expenditures by the end of current year's budget.

Background

Currently tickets are downloading to court system and wanting to get downloaded to police system but different system requiring new download. Also making changes to current ticket so requires a new build.

Discussion

Major expenditure up front then year maintenance fee which is already being paid to both companies.

Budget Impact

Unknown until estimate for from both companies get together and work out a solution. Current request is for up to \$19,500.

Expect final total within the next week.



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

City Business Manager Report December 2013 City Council Meeting

- ❖ Walmart has submitted their plans for development. Their project will be on the December 23, 2013 Planning Commission agenda.
- ❖ The Planning Commission continues to work on the sign ordinance.
- ❖ The chamber board is beginning to plan for their spring banquet. A tentative date is April 8, 2014. Many of you attended last year, if you have input for the board regarding the banquet, please let me know.
- ❖ If you have questions about building permits, for the time being direct those questions to me. We will advertise for our Building/Code Enforcement Official this week with an application deadline of December 16, 2013.
- ❖ Our new holiday decorations should be here this week. Look for them over the weekend!
- ❖ City Hall will be closed Tuesday, December 24th and Wednesday the 25th. We are also closed on Wednesday January 1st.
- ❖ Our debt on the Sports Complex is down to \$645,000. We are on track to pay off the bonds by September 2015!

Perhaps the best Yuletide decoration is being wreathed in smiles. ~Author Unknown



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

Fire Department

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

November 2013 monthly report for Mayor and City Council

November was a good month for calls for the fire department because we had 64 calls for service. We have a good month in that it was not too dry and not too wet; we had beautiful fall foliage, just a real nice fall season. The weather is now turning cold and we are seeing some flue fires from people starting up their furnaces and starting fires for the first time in their chimneys of their wood stoves.

We had a great fire prevention season by teaching over 2000 kids not to play with matches, what to do in case of a fire, to not hide from or run away from a firefighter if their house is on fire, and how and why to call 911 and who they will get when they call it.

Construction has started and moving along the new Casey's general store as well as the new high school building grounds, Domino's Pizza is at a standstill right now waiting on their building, and the new Walmart is going thru the planning phases as we speak so it is exciting times in the town of Farmington. With this growth happening we need to be ready for it as it grows, I need to replace my vehicle that I drive and have no way of funding it. All I have is Act 833 money that I apply for each year and the fee for the fireworks stands pay each year and that is the only income that I receive, so please help me come up with a way to fund this.

With the growth that we are starting to have we also need to be planning to build another fire station, and the spot that I would like is to build a station on Broyles street that we could put two trucks in.

Thank you for your support and have a great Christmas season;

Mark Cunningham
Fire Chief

Journal from 11/1/2013 at 07:00 to 12/1/2013 at 07:00.

00:00 ***** Tuesday, November 05, 2013 *****
 19:00 Weekly Meeting / Training:
 19:00 1) 30 Minutes Physical Training.
 19:00 2) 1 hour Air Pack Training and AIR Conservation. (01 Administrator)
 00:00 ***** Tuesday, November 12, 2013 *****
 19:00 Weekly Meeting / Training:
 19:00 2 hours classroom on General Firefighting Training. (01 Administrator)
 00:00 ***** Tuesday, November 19, 2013 *****
 19:00 Weekly Meeting / Training
 19:00 2 hours Hazardous Material Recognition / Awareness (01 Administrator)
 00:00 ***** Tuesday, November 26, 2013 *****
 19:00 Weekly Meeting / Training:
 19:00 1) 1 hour Ladder Training.
 19:00 2) Placed Christmas Lights. (01 Administrator)

Situation Type Summary

NOVEMBER 2013

Prepared 12/1/2013

Page 1

Situation Type	Dollar Loss	# of Incid's	F.S. Injury	Civ. Injury	F.S. Death	Civ. Death
111 Building fire		2	0	0	0	0
114 Chimney or flue fire, confined to chimne		1	0	0	0	0
131 Passenger vehicle fire		1	0	0	0	0
151 Outside rubbish, trash or waste fire		1	0	0	0	0
160 Special outside fire, other	120	1	0	0	0	0
311 Medical assist, assist EMS crew		38	0	0	0	0
322 Vehicle accident with injuries		1	0	0	0	0
411 Gasoline or other flammable liquid spill		1	0	0	0	0
424 Carbon monoxide incident		1	0	0	0	0
553 Public service		1	0	0	0	0
600 Good intent call, other		2	0	0	0	0
611 Dispatched & canceled en route		10	0	0	0	0
651 Smoke scare, odor of smoke		1	0	0	0	0
700 False alarm or false call, other		2	0	0	0	0
740 Unintentional transmission of alarm, oth		1	0	0	0	0
Total for all incidents	120	64	0	0	0	0

Farmington Police Dept.

Offenses for Month 11/2012 and 11/2013

12/3/2013 10:39:42 AM

	<u>2012</u>	<u>2013</u>
AGGRAVATED ASSAULT		
5-13-204	0	1
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	1	1
BREAKING OR ENTERING / BUILDING OR STRUCTURE		
5-39-202A(5)	0	1
Breaking or Entering/Vehicle		
5-39-202	1	0
BURGLARY, RESIDENTIAL		
5-39-201A(1)	4	0
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	2	0
DRIVING ON SUSPENDED LICENSE		
27-16-303	0	2
DWI (UNLAWFUL ACT)		
5-65-103A	1	0
DWI - DRUGS (UNLAWFUL ACT)		
5-65-103B	0	1
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION		
5-65-105	1	0
Excess Speed		
27-51-201	1	1
FAILURE TO APPEAR		
5-54-120	9	4
FAILURE TO PAY FINES & COSTS		
5-4-203	6	18
FORGERY		
5-37-201	1	0
FRAUD - FINANCIAL IDENTITY		
5-37-227	1	0
HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM		
5-71-209A(1)	1	0
INTERFERENCE WITH CUSTODY		
5-26-502	1	0
Left of Center		
27-51-301	0	1
No Proof Insurance		
27-22-104	0	1
POSSESSING INSTRUMENTS OF CRIME		

	<u>2012</u>	<u>2013</u>
5-73-102	3	1
POSSESSION OF A CONTROLLED SUBSTANCE - FELONY		
5-64-419	1	2
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	4	1
POSSESSION OF DRUG PARAPHERNALIA - FELONY		
5-64-443	1	2
RAPE		
5-14-103	1	0
Rape		
Rape	1	0
RECKLESS DRIVING		
27-50-308	0	1
SEXUAL ASSAULT 2ND DEGREE		
5-14-125(2-4) A.C.	1	0
SEXUAL ASSAULT 2ND DEGREE / SEXUAL CONTACT / FORCIBLE COMPULSION		
5-14-125A(1) A.C.C	1	0
SEXUAL INDECENCY WITH A CHILD		
5-14-110	2	0
TERRORISTIC ACT / SHOOTS AT OR PROJECTS AN OBJECT THAT CAUSES PROPERTY DAMA		
5-13-310A(1)	0	1
TERRORISTIC THREATENING/2nd Degree		
5-13-301(2)A	1	0
THEFT \$1,000 OR LESS - ALL OTHERS		
5-36-103(b)(4)(A)	1	0
THEFT \$1,000 OR LESS - FROM BUILDING		
5-36-103(b)(4)(A)	4	2
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	3	0
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM BUILDING		
5-36-103(b)(3)(A)	2	1
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	4	0
UNATTENDED DEATH/NATURAL CAUSES		
DEATH	0	2
VIOLATION OF A PROTECTION ORDER		
5-53-134	3	0
Totals:	63	44

Farmington Police Dept.

Tickets Issued by Officer and Month for 2013

12/3/2013 10:42:08 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Apple, Kevin	0	0	0	0	0	0	15	27	23	20	19	4	108
Belew, Justin	38	41	46	23	0	0	0	0	0	0	0	0	148
Bertorello, James	65	28	50	45	54	44	25	51	33	54	31	3	483
Catron, Joshua	0	0	1	0	0	12	43	43	40	20	13	0	172
Coker, Ira	28	27	27	20	15	15	20	19	9	34	22	0	236
Hubbard, Brian	0	0	0	0	21	0	1	0	4	9	0	0	35
Kimball, Geoffrey	74	89	63	53	58	49	43	71	32	13	36	0	581
Parrish, Chad	0	0	2	0	1	5	1	0	0	0	0	0	9
Redfern, William	0	0	7	0	1	0	0	0	0	0	0	0	8
Thompson, Michael	25	6	10	1	24	17	12	4	8	9	2	0	118
Wilbanks, Johnie	0	5	11	4	58	15	23	23	5	0	0	0	144
Totals:	230	196	217	146	232	157	183	238	154	159	123	7	2042

Permit Detail Report

11/01/2013 - 11/30/2013

Permit #	Permit Date	Applicant Name	Site Address	Permit Type	Type of Work	Type of Building	Description of Work	Material & Labor	Contractor	Total Fees	Total Payments
501.0	11/26/2013	Hill Electric	12329 N. Hwy 170	Electric	New	Commercial	Temp pole for work trailer	\$0	Hill Electric	\$35.00	\$35.00
500.0	11/22/2013	Virgil Parkins	313 Willow Avenue	Building	New	Residential	Adding a carport	\$795	Carolina Carpents	\$25.00	\$25.00
499.0	11/13/2013	Farmingtton High School	12329 N. Hwy 170	Building	New	Commercial	New gymnasium and auditorium	\$10,415,751	East Harding	\$37,405.25	\$37,405.25
498.0	11/12/2013	Casey's	305 W. Main St.	Electric	New	Commercial	Build New Store	\$356,510	Bill's Electric	\$164.00	\$164.00
497.0	11/12/2013	Casey's	305 W. Main St.	Plumbing/ Gas	New	Commercial	Build New Store	\$356,510		\$152.75	\$152.75
496.0	11/6/2013	Casey's	305 W. Main St.	Building	New	Commercial	Build New Store	\$356,510		\$2,063.63	\$2,063.63
495.0	11/5/2013	General Store Brock Boyd	411 Twin Falls Drive	Mechanical	New	Single Family	Build New Home	\$7,720		\$88.00	\$88.00
Total Records: 7										\$39,933.63	\$39,933.63

12/3/2013

PLANNING COMMISSION MINUTES

October 28, 2013

1. ROLL CALL:

PRESENT	ABSENT
Bahn	Clary
Harris	Wilson
Hutcherson	
Schader	
Horne	
Mann	

2. APPROVAL OF MINUTES:

The Minutes for Sept. 23, 2013 were unanimously approved.

3. COMMENTS FROM CITIZENS:

NONE

4. RESOLUTION NO. 2013-01

It was stated they went out as far as they could on all boundaries. Steve Tennant read Resolution 2013-01 out loud. There were no comments from Public or the Commission. It was approved and passed onto City Council-2013-01.

5. REQUEST EXTENSION OF APPROVAL OF LSD FOR PROPERTY ON BROYLES STREET FOR SELF-STORAGE FACILITY.

Letecia Yarbrough bought, in June 2013, the South 4 acres & wants to continue To continue plans that Roger Hurst laid out. Melissa asked the Commission to stipulate a timeline for this extension.

Judy Horne asked if there were plans to have other developments. Owner stated she would like to explore the options and needs. Melissa pointed out if it fits C-1 we can't really keep her from it. The extension would be for LSD/facility on property that has already been approved.

Owner also stated she needs to come up with plan for storage offices. Asked about variance for manager to live on site. Melissa advised no variances available.

The FLOOR WAS OPEN FOR PUBLIC COMMENT: NONE

The Planning Commission voted unanimously for a 1 year extension of LSD as was approved.

6. DISCUSS SIGN ORDINANCE:

All business owners were invited to attend the Work Session on October 21st to discuss all types of signs. Melissa advised the Commission of what was discussed at the meeting. The Planning Commission wants to have a good working relationship with all businesses.

Motion to Adjourn: Toni Bahn

Gerry Harris 2nd.


Secretary, Planning Commission


Chairman, Planning Commission