



City of Farmington
354 W. Main Street
P.O. Box 150
Farmington, AR 72730
479-267-3865
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CITY COUNCIL AGENDA
August 13, 2018

A regular meeting of the Farmington City Council will be held on
Monday, August 13, 2018 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 – July 16, 2018 City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
10. Items to be removed from City of Farmington Inventory – NONE

NEW BUSINESS

11. Request approval of Waste Management Contract.

INFORMATIONAL ITEMS:

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

Minutes

Minutes of the Regular Farmington City Council Meeting July 16, 2018

The regular meeting of the Farmington City Council scheduled for Monday, July 16th, 2018 was called to order at 6:00 pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Council Members answered to their names: Patsy Pike, Sherry Mathews, Keith Lipford, Linda Bell, Brenda Cunningham, Bobby Morgan and Shelly Parsley. Also present was City Business Manager Melissa McCarville and City Attorney Tennant. Council Member Bryant was absent. Mayor Penn led the Pledge of Allegiance.

Comments from Citizens – None

Approval of the minutes for the June 11th, 2018 regular meeting of the city council. On the motion of Council Member Cunningham and seconded by Council Member Parsley and by the consent of all Council Members present after a roll call vote, the minutes for the meeting were approved as presented 7-0.

Financial Reports – Mayor Penn presented the financial reports.

Entertain a motion to read all Ordinances and Resolutions by title only. On the motion of Council Member Bell and seconded by Council Member Lipford and by the consent of all Council Members present after a roll call vote, the motion to read all Ordinances and Resolutions by title only was approved 7-0.

Proclamations, Special Announcements, Committee/Commission Appointments. Committee Reports - None

Committee Reports – All committee reports were included in the council packets.

Items to be removed from City of Farmington Inventory – Dodge Charger Unit 17-01

On the motion of Council Member Bell and seconded by Council Member Parsley and by the consent of all Council Members present after a roll call vote, the motion to remove Unit 17-01 Dodge Charger VIN # 2C3CDXAT7HH620861 from inventory was approved 7-0.

New Business

Request approval to purchase new 2018 Dodge Charger for Police Department

On the motion of Council Member Cunningham and seconded by Council Member Mathews and by the consent of all Council Members present after a roll call vote, the motion to approve the purchase a 2018 Dodge Charger was approved 7-0. Mayor Penn asked if the motion needed to include the price of the purchase. City Clerk Penn said yes, the motion needed to be amended to include the purchase prices. Council Member Cunningham amended her motion to approve the purchase of a 2019 Dodge Charger with a push bumper in the amount of \$23,575.00, it was seconded by Council Member Mathews and after a roll call vote it was approved 7-0.

Proposal for services by Jim Key on Creekside Park Improvements

On the motion of Council Member Bell and seconded by Council Member Lipford and by the consent of all Council Members present after a roll call vote, the motion to approve the service contract for \$45,596.00 from Key Architecture INC. was approved 7-0.

Summary on Waste Management Bid

City Attorney Tennant gave the council a brief overview of the rate reduction and contract terms he had negotiated with Waste Management. Mayor Penn opened the floor for comments from the citizens. Ree Oxford, 79 Jeanne, spoke to the council regarding her concerns with Waste Management services. Her two main issues were the fact that they continue to mix yard waste with the regular trash and that is illegal. How can we enforce the changes or give them penalties if they do not follow the terms of the contract? The second issue is the unclear billing practices. The contract requires clear and specific language for due dates, late fees and cutoff fees. She provided City Attorney Tennant with example of the bills. She was frustrated that the same language was in the last contract but Waste Management did not adhere to it and what could we do about it. City Attorney Tennant agreed that there was an issue and invited Mrs. Oxford to attend the contract meeting with himself and Waste Management Representative George Wheatley. Mayor Penn closed the public comment section of the meeting and there was brief discussion by the council members. On the motion of Council Member Bell and seconded by Council Member Cunningham and by the consent of all Council Members present after a roll call vote, the motion to approve the contract with Waste Management was approved 7-0.

Ordinance No. 2018-09 An ordinance establishing the position of Deputy City Attorney for the City of Farmington pursuant to Ark. Code Ann. 14-43-407, defining the duties and responsibilities of the position and other purposes.

A motion was made by Council Member Lipford to suspend the rule requiring the reading of an ordinance in full on 3 different dates and for Ordinance 2018-09 be read 1 time by title only. It was seconded by Council Member Morgan and by the consent of all Council Members present after a roll call vote, the motion was approved 7-0. Mayor Penn asked shall the ordinance pass? After a roll call vote it was approved by all those present 7-0. A motion was made by Council Member Lipford and seconded by Council Member Morgan to pass Ordinance 2018-09 with an emergency clause, after a roll call vote, it was approved by all those present by a 7-0 vote.

Change Order for Southwinds Drainage Improvements

On the motion of Council Member Bell and seconded by Council Member Lipford and by the consent of all Council Members present after a roll call vote, the motion to approve change order #2, not to exceed the amount of \$35,000.00 was approved 7-0.

There being no further business to come before the council and on the motion of Council Member Morgan and seconded by Council Member Lipford and by the consent of all members present, the meeting adjourned at 7:13 pm until the next regularly scheduled meeting to be held Monday August 13th, 2018 at in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

City Clerk Kelly Penn

Mayor Ernie Penn

Financial

FARMINGTON SALES TAX COMPARISON

MONTH	CITY SALES TAX		Extra 1/2 penny	STATE SALES TAX	
	2017	2018		2017	2018
JANUARY	\$ 57,103.51	\$ 63,631.38	\$ 32,409.74	\$ 94,536.33	\$ 95,058.02
FEBRUARY	\$ 61,852.68	\$ 76,812.89	\$ 45,591.25	\$ 105,195.78	\$ 111,896.20
MARCH	\$ 64,178.41	\$ 63,060.76	\$ 31,839.12	\$ 90,177.29	\$ 91,349.64
APRIL	\$ 64,037.29	\$ 59,653.41	\$ 35,241.53	\$ 89,619.16	\$ 91,794.18
MAY	\$ 66,577.23	\$ 67,065.94	\$ 42,654.07	\$ 99,256.59	\$ 106,893.56
JUNE	\$ 61,111.32	\$ 70,180.31	\$ 44,181.44	\$ 93,107.16	\$ 101,436.80
JULY	\$ 69,900.21	\$ 76,809.32	\$ 52,397.44	\$ 103,314.13	\$ 107,449.78
AUGUST	\$ 66,619.94			\$ 100,462.04	
SEPTEMBER	\$ 65,692.07			\$ 98,935.97	
OCTOBER	\$ 61,517.09			\$ 100,562.81	
NOVEMBER	\$ 65,220.51			\$ 99,640.31	
DECEMBER	\$ 66,565.66			\$ 96,779.83	
TOTALS	\$ 770,375.92	\$ 477,214.01	\$284,314.59	\$ 1,171,587.40	\$ 705,878.18
Monthly Comparison - June 2017/June 2018	\$ 6,909.11	Increase (Decrease)	\$ 11,044.76	\$ 4,135.65	
YTD comparison	Increase for 2018 over 2017 YTD - City Sales Tax	\$ 316,767.95	Increase for 2018 over 2017 YTD - State Sales Tax	\$ 30,671.74	

Bond Fund Expense Account
July 2018

Street Construction Bond Fund

	Beginning Balance	
7/1/2018		\$2,224,228.74
July Expenses		
7/3/2018	Olsson & Associates	\$4,908.00
7/3/2018	Olsson & Associates	
7/18/2018	Scurlock Industries	\$3,286.80
6/4/2018	Plymouth Engineering David Gilbert	\$45,530.34
6/13/2018	Key Architeture	\$1,122.79
7/31/2018	GTS, Inc	\$4,512.50
7/3/2018	Olsson & Associates	\$2,550.00
7/3/2018	Olsson & Associates	\$6,143.40
7/3/2018	Olsson & Associates	\$6,143.40
July Interest & Dividend Income		
7/3/2018		\$1,800.91
7/3/2018		\$519.19
Statement Balance 7/31/2018		\$2,152,351.61

Park Construction Bond Fund

	Beginning Balance	
6/1/2018		\$2,042,854.53
July Expenses		
7/31/2018	GTS. Inc.	\$2,950.00
July Interest & Dividend Income		
7/3/2018		\$1,649.17
7/3/2018		\$476.85
Statement Balance 7/31/2018		\$2,042,030.55

8/3/2018

GENERAL FUND

10:55 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
Revenue & Expenditures			
GENERAL REVENUES			
Revenue			
ACCIDENT REPORT REVENUES	1,070.00	1,000.00	107.00%
ACT 833	10,665.36	20,000.00	53.33%
ALCOHOL SALES TAX	2,601.90	3,000.00	86.73%
ANIMAL CONTROL REVENUES	2,105.00	2,500.00	84.20%
BOND FUND REIMB REVENUES	131,737.61	0.00	0.00%
BUILDING INSPECTION FEES	116,717.00	60,000.00	194.53%
BUSINESS LICENSES	5,725.00	5,000.00	114.50%
CITY COURT FINES	79,977.22	100,000.00	79.98%
CITY SALES TAX REVENUES	762,165.59	850,000.00	89.67%
COUNTY TURNBACK	298,566.26	415,000.00	71.94%
DEVELOPMENT FEES	31,483.75	7,000.00	449.77%
FRANCHISE FEES	260,464.86	375,000.00	69.46%
GARAGE SALE PERMITS	1,810.00	3,000.00	60.33%
INTEREST REVENUES	4,469.00	2,000.00	223.45%
MISCELLANEOUS REVENUES	24,636.86	1,200.00	2,053.07%
PARK RENTAL	940.00	1,400.00	67.14%
SALES TAX - OTHER	705,878.18	1,090,000.00	64.76%
SPORTS COMPLEX FEES	40,070.00	50,000.00	80.14%
SRO REIMBURSEMENT REVENUES	12,993.90	25,000.00	51.98%
STATE TURNBACK	63,032.06	100,000.00	63.03%
Revenue	\$2,557,109.55	\$3,111,100.00	

8/3/2018

GENERAL FUND

10:55 AM

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
ADMINISTRATIVE DEPT			
Revenue			
PAYMENT IN LIEU OF	16,200.00	0.00	0.00%
Revenue	\$16,200.00	\$0.00	
Gross Profit	\$16,200.00	\$0.00	
Expenses			
ADDITIONAL SERVICES EXPENSE	130,467.91	160,000.00	81.54%
ADVERTISING EXPENSE	3,244.08	7,000.00	46.34%
BUILDING MAINT & CLEANING	18,733.56	40,000.00	46.83%
CREDIT CARD FEE EXPENSE	2,212.49	4,000.00	55.31%
ELECTION EXPENSES	0.00	4,000.00	0.00%
INSURANCES EXPENSE	1,949.34	31,000.00	6.29%
LEGAL FEES	0.00	10,000.00	0.00%
MATERIALS & SUPPLIES EXPENSE	7,727.65	20,000.00	38.64%
MISCELLANEOUS EXPENSE	500.00	2,000.00	25.00%
NEW EQUIPMENT PURCHASE	6,427.35	10,000.00	64.27%
PAYROLL EXP - CITY ATTRNY	10,871.60	33,500.00	32.45%
PAYROLL EXP - ELECTED OFFICIAL	49,027.24	121,500.00	40.35%
PAYROLL EXP - REGULAR	138,011.30	225,000.00	61.34%
PLANNING COMMISSION	7,238.28	19,400.00	37.31%
POSTAGE EXPENSE	808.71	3,000.00	26.96%
PROFESSIONAL SERVICES	23,810.70	45,000.00	52.91%
REPAIR & MAINT - OFFICE EQUIP	611.62	5,000.00	12.23%
RETURNED CHECK	125.00	250.00	50.00%
SERVICE CHARGES	20.00	0.00	0.00%
TECHNICAL SUPPORT	4,394.80	20,000.00	21.97%
TELECOMMUNICATION EXPENSES	998.70	1,000.00	99.87%
TRAVEL, TRAINING & MEETINGS	13,460.98	11,000.00	122.37%
UTILITIES EXPENSES	42,863.12	60,000.00	71.44%
Expenses	\$463,504.43	\$832,650.00	

8/3/2018

GENERAL FUND

10:55 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
ANIMAL CONTROL DEPT			
Expenses			
FUEL EXPENSES	747.99	2,000.00	37.40%
MATERIALS & SUPPLIES EXPENSE	193.78	600.00	32.30%
NEW EQUIPMENT PURCHASE	0.00	800.00	0.00%
PAYROLL EXP - REGULAR	35,227.15	56,000.00	62.91%
PROFESSIONAL SERVICES	5,654.00	20,000.00	28.27%
REPAIR & MAINT - AUTOMOBILES	49.22	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	17.21	1,000.00	1.72%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	0.00	800.00	0.00%
Expenses	\$41,889.35	\$81,700.00	

8/3/2018

GENERAL FUND

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Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
BUILDING PERMIT DEPT			
Expenses			
FUEL EXPENSES	1,102.99	2,500.00	44.12%
PAYROLL EXP - REGULAR	48,015.26	80,500.00	59.65%
REPAIR & MAINT - AUTOMOBILES	83.52	1,500.00	5.57%
TRAVEL, TRAINING & MEETINGS	1,429.74	5,000.00	28.59%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
Expenses	\$50,631.51	\$90,500.00	

8/3/2018

GENERAL FUND

10:55 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
FIRE DEPT			
Expenses			
FUEL EXPENSES	3,239.09	5,000.00	64.78%
HAZMAT EXPENSES	2,270.12	2,400.00	94.59%
MATERIALS & SUPPLIES EXPENSE	3,914.38	8,500.00	46.05%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	6,500.00	0.00%
PAYROLL EXP - REGULAR	242,424.71	380,000.00	63.80%
REPAIR & MAINT - BUILDING	391.24	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	2,159.71	3,000.00	71.99%
REPAIR & MAINT - TRUCK	3,012.15	6,000.00	50.20%
TRAVEL, TRAINING & MEETINGS	446.00	3,000.00	14.87%
UNIFORMS/GEAR EXPENSE	5,544.42	12,200.00	45.45%
Expenses	\$263,401.82	\$427,100.00	

8/3/2018

GENERAL FUND

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Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
LAW ENFORCE - COURT			
Expenses			
MATERIALS & SUPPLIES EXPENSE	1,883.55	1,300.00	144.89%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	3,000.00	0.00%
PAYROLL EXP - CITY ATTRNY	21,642.40	0.00	0.00%
PAYROLL EXP - REGULAR	50,536.24	103,000.00	49.06%
SPECIAL COURT COSTS	0.00	6,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	431.96	2,200.00	19.63%
Expenses	\$74,494.15	\$115,900.00	

8/3/2018

GENERAL FUND

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Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
LAW ENFORCE - POLICE			
Expenses			
BREATHALYZER EXPENSES	329.71	700.00	47.10%
DRUG TASK FORCE	0.00	2,000.00	0.00%
FUEL EXPENSES	16,007.45	30,000.00	53.36%
MATERIALS & SUPPLIES EXPENSE	19,597.08	36,000.00	54.44%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	25,822.50	32,000.00	80.70%
PAYROLL EXP - REGULAR	515,735.32	890,000.00	57.95%
PAYROLL EXP - SRO	41,320.73	61,000.00	67.74%
REPAIR & MAINT - AUTOMOBILES	12,532.66	20,000.00	62.66%
REPAIR & MAINT - EQUIPMENT	1,173.94	3,000.00	39.13%
TRAVEL, TRAINING & MEETINGS	4,726.34	4,500.00	105.03%
UNIFORMS/GEAR EXPENSE	6,108.88	9,500.00	64.30%
Expenses	\$643,354.61	\$1,089,200.00	

8/3/2018

GENERAL FUND

10:55 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
LIBRARY			
Expenses			
LIBRARY TRANSFER	30,000.00	30,000.00	100.00%
Expenses	\$30,000.00	\$30,000.00	

8/3/2018

GENERAL FUND

10:55 AM

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2018
	Jan 2018	Jan 2018	Dec 2018
	Jul 2018	Dec 2018	Percent of
	Actual		Budget
PARKS DEPT			
Expenses			
FUEL EXPENSES	2,189.78	3,000.00	72.99%
MATERIALS & SUPPLIES EXPENSE	1,396.90	4,500.00	31.04%
MISCELLANEOUS EXPENSE	0.00	1,000.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	10,000.00	0.00%
PAYROLL EXP - REGULAR	66,447.76	89,000.00	74.66%
PAYROLL EXP - SPORTS COMPLEX	26,892.93	55,000.00	48.90%
PROFESSIONAL SERVICES	1,465.00	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	1,254.64	4,000.00	31.37%
SPORTS PARK FUEL	651.37	1,500.00	43.42%
SPORTS PARK MATERIALS	19,355.57	14,000.00	138.25%
SPORTS PARK NEW EQUIP	768.19	12,000.00	6.40%
SPORTS PARK PROF SERV	28,413.73	40,000.00	71.03%
SPORTS PARK REPAIR/MAINT	610.51	6,000.00	10.18%
SPORTS PARK UNIFORMS	0.00	900.00	0.00%
SPORTS PARK UTILITIES	8,895.41	15,000.00	59.30%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
UTILITIES EXPENSES	1,143.92	3,000.00	38.13%
Expenses	\$159,485.71	\$259,900.00	

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2018 Jul 2018 Actual	Annual Budget Jan 2018 Dec 2018	Jan 2018 Dec 2018 Percent of Budget
Revenue & Expenditures			
Revenue			
GRANTS	48,509.98	0.00	0.00%
INTEREST REVENUES	231.14	50.00	462.28%
MISCELLANEOUS REVENUES	0.00	100.00	0.00%
PAYMENT IN LIEU OF	120,000.00	0.00	0.00%
STREET CITY SALES TAX	0.00	170,000.00	0.00%
STREET COUNTY TURNBACK	34,006.99	40,000.00	85.02%
STREET STATE TURNBACK	244,011.84	388,000.00	62.89%
Revenue	\$446,759.95	\$598,150.00	
Expenses			
ADDITIONAL SERVICES EXPENSE	302.21	0.00	0.00%
ADVERTISING EXPENSE	298.30	1,500.00	19.89%
ENGINEERING FEES	4,583.75	0.00	0.00%
FUEL EXPENSES	3,054.96	8,000.00	38.19%
MATERIALS & SUPPLIES EXPENSE	7,029.00	10,000.00	70.29%
MISCELLANEOUS EXPENSE	286.55	500.00	57.31%
NEW EQUIPMENT PURCHASE	12,292.00	35,000.00	35.12%
PAYROLL EXP - REGULAR	107,459.21	190,000.00	56.56%
PROFESSIONAL SERVICES	55,880.61	20,000.00	279.40%
REPAIR & MAINT - EQUIPMENT	4,986.46	15,000.00	33.24%
STREET LIGHTS	32,846.21	165,000.00	19.91%
STREET/ROAD REPAIRS	36,154.00	100,000.00	36.15%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	373.05	2,200.00	16.96%
UTILITIES EXPENSES	2,797.40	5,000.00	55.95%
Expenses	\$268,343.71	\$552,700.00	

LIBRARY FUND
Statement of Revenue and Expenditures

	Current Period Jan 2018 Jul 2018 Actual	Annual Budget Jan 2018 Dec 2018	Jan 2018 Dec 2018 Percent of Budget
Revenue & Expenditures			
Revenue			
FINES/LOST ITEMS	3,613.88	4,000.00	90.35%
INTEREST REVENUES	69.77	0.00	0.00%
MISCELLANEOUS REVENUES	1,542.11	0.00	0.00%
TRANS FROM GENERAL FUND	30,000.00	30,000.00	100.00%
WASHINGTON CO LIBRARY	105,567.00	156,977.00	67.25%
Revenue	\$140,792.76	\$190,977.00	
ADVERTISING EXPENSE		500.00	0.00%
BOOKS AND MEDIA	18,090.74	32,000.00	56.53%
INSURANCES EXPENSE		2,500.00	0.00%
MATERIALS & SUPPLIES EXPENSE	8,400.89	12,277.00	68.43%
MISCELLANEOUS EXPENSE		500.00	0.00%
NEW EQUIPMENT PURCHASE		2,000.00	0.00%
PAYROLL EXP - REGULAR	78,067.88	138,000.00	56.57%
POSTAGE EXPENSE		300.00	0.00%
PROGRAMS EXPENSE	700.00	2,500.00	28.00%
REPAIR & MAINT - BUILDING	3,887.09	6,000.00	64.78%
TECHNICAL SUPPORT	4,055.00	5,000.00	81.10%
TRAVEL, TRAINING & MEETINGS	251.00	1,000.00	25.10%
UTILITIES EXPENSES	1,288.17	2,400.00	53.67%
Expenses	\$114,740.77	\$204,977.00	

Committee Reports

Farmington Economic Development

July 26, 2018 at Farmington City Hall

Members in attendance: Tommy Cornwell, Josh Frye, Chad Ball, Kevin Gardenhire, Rachel Sawyer, Joy X Judy Horne, Melissa McCarville and chair, Diane Bryant

The meeting begins at 12:15 shortly after the members had selected and eaten their lunches. The meeting commenced with planning for our FARMINGTON FALL FESTIVAL. We are planning a fall festival for September 29th at Creekside Park. Time range 10 am to 2 pm. The purpose of the Festival is to distribute daffodil bulbs to the public. We anticipate we will give away about 1,000 bulbs free to the community. Each family will receive about 5 daffodil bulbs. We are still negotiating the price but estimate the bulbs will come in at about .26 each. In addition to this we are committed to making this a fun family friendly event. One long range objective is to make Farmington a beautiful spring city with daffodil bulbs blooming everywhere. It may take 10 years to accomplish this objective.

At our session we brainstormed about creating a positive experience for our community. Listed below are the people who will report back at our next meeting on **August 9th**. The Farmington chamber will hopefully be participating at the meeting as well.

Melissa Mc: Pavilion reservation; Ordering a banner (need art work first) Melissa- extension service with Katie Teague. Dunk Tank;

Judy Horne: Check on bulb pricing & reliability and meeting our deadlines; Curbs for entrance off Broyles; Party Time Ponies; Inside Out for entertainment;

Sally Zelenka; Mobile stage from school district. Pumpkins & hale bales from farmer; she is also working with a co worker to create a brochure for distribution.

Diane B.: Contact ministerial alliance for promotion assistance. Contact Casey Luther from First Methodist for volunteer support. Contact Lynn Kutter for news coverage. & ads to support. Put promotional info on Craigslist. Promote with local PBS station. Invite the chamber to our next meeting on **August 9th**.

Kevin G.; Talk to Mr. Sells at Williams elementary about art or graphic design for our project. Check on possibility for food sales via a civic organization.

Josh F. Work on YouTube promotional with Kevin G. Check on ability to promote through First Security. Website, email and FB promotional.

Tommy C: Talk to wife about Master Gardner assistance. They could demonstrate how to plant bulbs.

Chad Ball will help with the layout of the facility?

Agenda Item 11

SOLID WASTE SERVICE AGREEMENT

This Solid Waste Service Agreement (“Agreement”) is entered into on the ____ of _____ 2018, and effective on the 1st day of September, 2018 (the “Effective Date”) by and between the City of Farmington, Arkansas (the “City”), acting by and through its duly authorized Mayor, and Waste Management of Arkansas, Inc. (the “Contractor”), an Arkansas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, the City issued a request for proposal for residential solid waste and recycling services on April 23, 2018, and received two proposals in response;

WHEREAS, after a public hearing and consideration of the proposal from Waste Management and Inland Waste Solutions, the City voted to select the Waste Management proposal on July 16, 2018;

WHEREAS, Ark. Code Ann. § 8-6-201 et seq. requires every municipality to have a system in place to provide for the collection and disposal of solid waste; and

WHEREAS, the City and Contractor desire to enter into an Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Acceptable Recyclable Materials, Recyclables or Recycling** includes those materials listed in Article 5, section 5.1.3.
- 1.2 Acceptable Solid Waste or Solid Waste** means all solid and semi-solid putrescible and non-putrescible refuse and garbage except for **Excluded Solid Waste** as defined in section 1.9 below.
- 1.3 Agreement** means this Solid Waste Service Agreement between the City and Contractor.
- 1.4 Brush** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs that are greater than four (4) feet in length, and specifically excludes debris resulting from services of a Commercial Service Provider that provides tree cutting and trimming services.
- 1.5 Bulky Waste or Bulky Items** means waste to include furniture, appliances, metal items, larger items not normally collected from the weekly residential collection programs.

Items not considered bulky waste include construction materials, tires, paint, hazardous waste, pesticides, appliances containing Freon, and any item specified as Excluded Solid Waste as defined in section 1.13 below.

- 1.6 Bundle or Bundles** includes tree, shrub and brush trimmings securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, and a maximum of fifty (50) pounds in weight. The terms “Bundle” and Bundles specifically exclude debris resulting from services of a Commercial Service Provider that provides tree cutting and trimming services.
- 1.7 City** means the City of Farmington, Arkansas.
- 1.8 Collect or Collection** means to take physical possession, transport, and remove Solid Waste and Recyclables within the City.
- 1.9 Commercial Waste** means Solid Waste generated by a commercial establishment.
- 1.10 Container** includes rigid plastic containers and aluminum or steel garbage cans with up to a 35-gallon capacity and maximum loaded weight of 50 lbs. of Residential Solid Waste. The alternative is plastic garbage bags, which when filled, shall not exceed a total weight of 50 lbs.
- 1.11 Contract Area** means the geographic area described as the incorporated boundaries of the City of Farmington, Arkansas.
- 1.12 Dead Animals** include animals or parts thereof that have expired from any cause.
- 1.13 Excluded Solid Waste** includes, but is not limited to, medical waste, construction and demolition waste (except in roll-off containers), large bulky items, appliances, batteries, paint, items containing an engine or compressor, items containing CFCs or PCBs (such as white goods), and any radioactive, volatile, flammable, explosive, toxic or hazardous substance or material, including any substance listed or characterized as toxic or hazardous by any applicable federal, state, or local law, and dead animals.
- 1.14 Exclusive Right** means Contractor shall have the sole and exclusive right to collect residential Solid Waste and Recyclables for disposal and recycling within the incorporated boundaries of the City of Farmington, Arkansas.
- 1.15 Recycling Bin** is the rigid plastic container of approximately eighteen (18) gallons that is provided by Contractor for each Residential Unit to hold Acceptable Residential Materials.
- 1.16 Reduced Rate** means a program offered senior citizens, age sixty-two (62) or older, and citizens receiving Social Security Disability.

- 1.17 **Residential Unit** means any occupied single-family residence, condominium, duplex, triplex or multi-unit dwelling within the corporate limits of the City. Each unit of a multi-unit dwelling shall be billed separately as a Residential Unit. A Residential Unit shall be deemed occupied when either water or light and power services are being supplied hereto.
- 1.18 **Yard Waste** includes but is not limited to grass clippings, leaves and shrubbery trimmings.

ARTICLE 2 TERM OF AGREEMENT

- 2.1 **Effective Date**
The Effective Date of this Agreement shall be September 1, 2018.
- 2.2 **Term of Agreement**
The term of this Agreement shall be five (5) years commencing September 1, 2018 and expiring on August 31, 2023, for Solid Waste and Recycling collection services, with an option to renew said Agreement, with the approval of both parties, for two (2) successive five (5) year terms. The Agreement will automatically renew unless written notification is delivered to the other party, in accordance with paragraph 9.1 below, at least ninety (90) days prior to the expiration of the initial term or any renewal term.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 3.1 **Status**
Contractor shall be an independent contractor and not an agent or employee of the City.
- 3.2 **Authorization**
Contractor has the authority to enter into and perform its obligations under this Agreement and Contractor has taken all actions required by law, its articles of organization, or otherwise to authorize the execution of this Agreement.
- 3.3 **Compliance With Laws and Regulations**
Contractor shall comply with all existing and future city, county, state, and federal laws and regulations, including all environmental laws and regulations.
- 3.4 **Discrimination Prohibited**
In the execution and performance of this Agreement, Contractor shall not discriminate against any person or persons because of sex, race, religion, color, national origin or other protected status. Contractor is an equal opportunity employer.
- 3.5 **Performance of Services**
The work to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items

necessary to perform the services, including all licenses and permits required under all applicable federal, state, and local laws and regulations.

3.6 American with Disabilities Act Contractor shall adhere to the Americans with Disabilities Act (“ADA”) and will cooperate with City officials for prompt and equitable resolution of complaints alleging any action prohibited by the ADA.

3.7 Quality of Services

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough, diligent, and professional manner so that the residents within the City are provided reliable, courteous and high-quality Solid Waste, Recycling and Yard Waste collection services at all times.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF CITY**

4.1 Exclusivity and Scope of Service

The Agreement grants to Contractor the exclusive right to collect and dispose of all residential Recyclables, residential Solid Waste and Yard Waste generated by City residents under the terms and conditions as described in this Agreement. Commercial customers in the City shall negotiate separately with Contractor or private haulers to provide collection of Commercial Waste, Recyclables and Yard Waste.

4.2 Use Of City Streets

Contractor shall have the right and privilege to operate collection vehicles and equipment on such streets, public ways, rights-of-way, and easements of City.

4.3 Administration of Agreement

The Mayor of the City, the City Business Manager or the Mayor's designee, shall administer this Agreement.

**ARTICLE 5
SCOPE OF SERVICES**

5.1 Residential Solid Waste and Recycle Collection Services

5.1.1 Containers. Customer will be responsible for providing Containers as defined herein for the disposing of Solid Waste.

5.1.2 Residential Waste. Contractor shall collect Residential Waste generated at a Residential Unit one (1) time per week during the term of this Agreement. Garbage bags shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed six (6) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. Contractor shall not be required to collect Solid Waste that is not placed in Containers.

5.1.3 Residential Recycling. Contractor shall provide once per week collection of Recyclables from Residential Units. Contractor will provide one (1) Recycling Bin for each Residential Unit. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Bin.

The following are materials that Contractor will accept as Recyclables. These Recyclables must be loose, not bagged:

Steel, tin and aluminum food and beverage containers - empty	Telephone books, mail, brown paper bags and office paper
HDPE natural rigid plastic, bottles and containers (milk, water and soft bottles)	Newspaper
Copier and office paper	Magazines, glossy inserts and pamphlets
Flatboard, cardboard and paperboard	Cereal boxes; detergent, gift and snack boxes
Catalogs	Ferrous (Iron) cans – empty
HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) – empty	

Any material not listed above is a Non-Recyclable.

Non-Recyclable Materials include but are not limited to:

Glass food and beverage containers – brown, clear, or green	Household items such as cooking pots, toasters, etc.
Light Bulbs and Mirrors	Ceramics
Porcelain	Coat hangers
Plastic bags	Window or auto glass
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts, cups and containers)	Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension
Glass cookware/bake-ware	Wet fiber
Food waste	Material that contains chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public.

5.1.4 Market Changes. Contractor makes no representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a Recyclable Material. Contractor reserves the right to dispose of that material. In the event that a change in applicable law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables, that has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, provisions for Residential Recycling shall be modified or suspended, with the consent of the City provided that such consent shall not be unreasonably withheld.

5.1.5 Solid Waste and Recycling Service. Contractor shall collect Acceptable Solid Waste and Acceptable Recyclables from Residential Units one time each week on a designated collection day. Collection of accessible Solid Waste shall begin no earlier than 7:00 a.m. and shall not extend beyond 6:00 p.m. No residential collection shall be made on Sunday.

5.1.6 Residential Yard Waste Service. Contractor will provide residential Yard Waste service one (1) time per week on each and every Monday. The first Yard Waste service will be on Monday, September 3, 2018. Collection of Yard Waste shall begin no earlier than 7:00 a.m. and shall not extend beyond 6:00 p.m. Contractor shall have no obligation to collect any Construction Debris at a Residential Unit. The Contractor will provide green yard waste bags at a cost of \$46.50 per roll of thirty (30) bags.

5.1.7 Accessibility. All Containers of Acceptable Solid Waste and Recycle Bins must be placed at the curb, or within six (6) feet of the curb, of each residential unit by 7:00 a.m. Contractor will provide front porch or house line service to any resident (1) age sixty-two (62) years or older or (2) a disabled resident or one with special needs.

5.1.8 Holidays. The following shall be holidays for the purpose of this Agreement: Thanksgiving, Christmas, and New Year's Day. Contractor shall suspend service on these holidays but will make up the collection by providing service on the next business day following the holiday.

5.1.9 Routes of Collection. Contractor shall establish collection routes and a schedule of collection days approved by the City. Contractor shall submit to the City for approval, maps precisely defining collection routes, together with the days upon which the routes shall be processed. The maps will indicate direction of travel on all segments and the time at which collection shall regularly commence.

5.1.10 Complaints and Missed Pick-Ups. All complaints and request for missed pick-ups shall be directed to the Contractors facility in Springdale, Arkansas. The telephone number for City residents is (479) 361-4200. City residents will not be required to

contact Contractor's call center. The hours of operation at Contractor's facility are 8:00 a.m. to 5:00 p.m. Monday through Friday. Contractor shall establish a complaint procedure for prompt resolution of customer complaints. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, when requested, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and manner and timing of its resolution. Contractor shall collect any missed pickups of Residential Solid Waste and Recyclables on the same business day if Contractor is notified by 2:00 p.m. If notified after 2:00 p.m., Contractor shall collect missed pickups of residential Solid Waste and Recycling no later than 12:00 noon the next business day.

5.1.11 Missed Collections. Missed collection pick-ups shall be made by the Contractor within 24 hours when requested by the customer or ordered by the City at no cost to the City or the customer. Solid Waste and/or Recyclables left purposely by the Contractor must be tagged to indicate or explain the reason it was not picked up. If Solid Waste and/or Recyclables are not collected because it is not Acceptable Recyclable Materials or Acceptable Solid Waste as defined in this Agreement, it shall not be considered a missed collection. The Contractor shall notify the City of any customers of Residential Units who continue to set out unacceptable Solid Waste and Recyclables.

5.1.12 Scattered Refuse. Contractor shall not be responsible for scattered refuse unless the acts of any of its officers, employees, agents, sub-contractors, or their agents, caused the same. In which case, Contractor shall promptly pick up all scattered refuse. Contractor shall maintain appropriate tools on each truck for clean-up activity.

5.2 City Facility Solid Waste and Recycling Containers

Contractor agrees to provide Recycle Bins and collection of Solid Waste and Recyclables at all City facilities at no cost.

5.3 City Wide Residential Clean Up

Contractor agrees to transport and provide the use of twelve (12) open top containers with a capacity of forty (40) cubic yards for the City's annual clean-up day. The service will be provided annually to City residents for the disposal of Bulky Items as defined herein.

5.4 Disposal of Solid Waste, Recyclables and Yard Waste Contractor shall deliver all collected Solid Waste and Yard Waste to its Eco-Vista landfill at 2210 N. Prince William Drive, Springdale, Arkansas and Recyclables. City must approve the location of an alternative disposal site for Solid Waste and Yard Waste.

Contractor warrants that the use of the landfill shall be in complete accord with all applicable federal, state and local laws and regulations now in effect or subsequently adopted governing the use of the landfill, including, but not limited to, the Environmental Protection Agency's regulations relative to Solid Waste, waste treatment and disposal.

The City is not liable or responsible for any additional costs incurred by the Contractor in transporting Solid Waste and Yard Waste to any location other than 2210 N. Prince

Williams Drive, Springdale, Arkansas, except as otherwise provided in Article 5, Section 5.1.4 above. The City is not liable or responsible for any additional costs incurred by the Contractor in transporting Recyclable Materials to permitted facilities. Contractor understands and agrees that it has an affirmative duty to take appropriate measures to assure that the waste delivered to the landfill by the Contractor conforms to applicable federal, state and local laws, rules and regulations; and that Recyclable Material will be transported to the appropriate facilities for recycling. Further, contractor will indemnify the City against any environmental investigations, mediation, or supplemental monitoring or supplemental monitoring initiated in the event any non-conforming or unacceptable Solid Waste is delivered through the negligent acts or omissions or willful misconduct of Contractor. In addition, Contractor understands and agrees that it will indemnify the City for any and all costs and other monetary assessments the City incurs as a result of any unacceptable or non-conforming Solid Waste being delivered to the landfill by the Contractor.

ARTICLE 6 RATES, FEES, BILLING AND PAYMENTS

6.1 Billing Residential Customers

Contractor shall be responsible for all billings to and collections from residential customers under this Agreement. Contractor shall bill each Residential Unit in advance for services to be provided for one quarter. Payment is due upon receipt and is deemed late if not received by Contractor within thirty (30) days of the date on the statement. Past due customers are subject to suspension of service as well as late fee charges and a reinstatement fee not to exceed \$35. Contractor will clearly denote on the quarterly statements that payment is due thirty (30) days from the date of the statement. Contractor further agrees to clearly denote on the quarterly statements that a reinstatement fee of \$35 will be required from accounts that are cancelled for non-payment after thirty (30) days from the time the payment is due. Notwithstanding this requirement, Contractor agrees to waive the fee the first time a customer fails to remit a timely payment on account. The reinstatement fee shall not exceed \$35 for each time an account is cut-ff or cancelled for non-payment.

6.1.1 Customer Service Calls and Complaints

All customer service calls and complaints will be made to the Contractor's faculty at 1041 Arbor Acres Avenue in Springdale, Arkansas. The telephone for customer service shall be (479)-361-4200.

6.2 Residential Service Rates

6.2.1 Residential. Each Residential Unit shall pay \$13.10 per residential unit per month for collection of Solid Waste and Recyclables. Condominiums, duplexes, triplexes and multi-units, not using a commercial solid waste container, shall pay \$13.10 per unit in each building per month.

6.2.2 Reduced Residential Rate. The reduced residential rate is reserved for senior citizens sixty-two (62) years of age and older and citizens on Social Security Disability. To participate in this program, the individual resident shall make application to the City. Each reduced rate customer shall pay \$11.00 per residential unit per month for Solid Waste and Recyclable collection service. In addition, senior citizens and citizens on Social Security Disability shall have the option to purchase Yellow garbage bags or a roll of thirty (30) yellow garbage bags will be provided by Contractor at a cost of \$1.00 per bag and collection of Recyclable Materials at a cost of \$3.90 per month. The citizens that are eligible for either option shall be billed quarterly for three (3) months of collection. The cost of yellow bags does not include applicable sales tax.

6.2.3 Yard Waste Collection. Contractor will provide green Yard Waste bags at the cost of \$46.50 for a roll of thirty (30) bags. The purchase of the green Yard Waste bags includes pickup service on Monday of each week unless otherwise rescheduled due to a holiday.

6.2.4 Commercial & Industrial. Contractor shall negotiate commercially reasonable pricing and charges with commercial and industrial customers based on the amount of service needed at each location.

6.2.5 Books and Records. The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties for the provision of residential, commercial and industrial Solid Waste and Recycling collection services under the provisions of this Agreement and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

6.3 Rate, Fee and Cost Adjustments

6.3.1 Consumer Price Index. Base rates charged by Contractor for services will remain fixed as set forth in this Article 6 and will not be adjusted for changes in the CPI (as hereafter defined), until September 1, 2019 and then continuing annually on each anniversary date of the Commencement Date of this Agreement. Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months of published indexes beginning January 1 and ending December 31. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

Contractor shall notify the City in writing prior to any implementation of any CPI rate adjustment allowed under this Contract. Such notification shall include the amount of the rate adjustment, documentation substantiating the CPI index published numbers, and the date the adjusted rate will take effect.

6.3.2 Franchise Fee. In consideration for service charges from Residential Units, Contractor will remit quarterly a franchise fee to the City in the amount of three per cent (3%) of gross collected receipts from Residential Units for collection of Solid Waste, Yard Waste and Recyclable Materials. The franchise fee will be due and payable to the City by the fifteenth (15th) of the month following a quarterly period.

**ARTICLE 7
INDEMNIFICATION AND INSURANCE**

7.1 Indemnification

Contractor shall indemnify and hold harmless City and its officers, directors, employees and agents from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit arising from or in any way connected with: (1) the negligence or willful misconduct, or any action for which strict liability is imposed by law, of Contractor, its officers employees, agents, and/or subcontractors in performing services under this Agreement; or (2) the failure of Contractor, its officers, employees and/or agents to comply with any material provision of this Agreement or any applicable law, regulation, permit, or license. Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

7.2 Insurance

Contractor shall secure and maintain, at its own costs throughout this Agreement insurance of the following types and in amounts not less than shown below:

Worker’s Compensation and Employer’s Liability

Worker’s Compensation	Statutory Amount
Employer’s Liability	\$500,000 each person

Automobile Liability Insurance

Combined Single Limit	\$2,000,000 per occurrence
Employer’s Liability	\$500,000 each person

General Liability Insurance

Combined Single Limit	\$2,000,000 per occurrence
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**ARTICLE 8
TERMINATION**

8.1 Default and Termination The City may cancel this Contract as a result of Contractor's default, except as otherwise provided below in this section, by giving the Contractor thirty (30) days advance written notice, to be served as provided in Article 9, section 9.1, upon the happening of any one of the following events:

8.1.1 The Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy court or a petition or answer seeking an

arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against Contractor, or in the event Contractor makes an assignment for the benefit of creditors, the Contractor shall not assert or list this Contract as an asset of such action; or

By order of decree of a court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof.

By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a service, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or

8.1.2 The Contractor has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by the City to do so; or

8.1.3 In the event that the unsatisfied final judgment is the subject of a judicial proceeding, the Contractor shall not be in default if the sum of money is bonded. The bonds shall be in the form acceptable to the City.

8.1.4 Failure to comply with all local, state and Federal Laws governing the service provided under this Contract or failure to obtain and maintain any permits required.

8.1.5 The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the City and said default is not cured within thirty (30) days of receipt of written notice by the City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the Contractor of written demand from the City to do so, the Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the Contractor having the burden of proof to demonstrate); (a) that the default cannot be cured within thirty (30) days, and that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything

contained herein to the contrary, for the failure of the Contractor to provide collection services for a period of three (3) consecutive scheduled working days, the City may secure the Contractor's records on the fourth working day in order to provide interim contract collection services until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Contract; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of ten (10) working days, all liability of the City under this Contract to the Contractor shall cease and this Contract may be deemed terminated by the City.

Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the Contractor's record of performance show that the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required to be kept and performed by the Contractor, in the opinion of the City and regardless of whether the Contractor has corrected each individual condition of default, the Contractor shall be deemed by the City to be a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall thereupon issue the Contractor a final warning citing the circumstances therefore, and any single default by the Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the City may terminate this Contract upon giving of written final notice to the Contractor, such cancellation to be effective upon the date specified in the City's written notice to the Contractor, and the Contractor shall have no further rights hereunder and immediately upon the specified date in such final notice the Contractor shall proceed to cease any further performance under this Contract.

In the event of the aforesaid events specified hereinabove and except as otherwise provided herein, termination shall be effective upon the date specified in the City's written notice to the Contractor and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the City under this Contract to the Contractor shall cease, and the City shall be free to negotiate with other contractors for the operation of the herein specified services.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Notices

Any notice required to be provided under this Agreement will be in writing and will be deemed duly given upon the date received by the intended recipient if delivered by hand or by overnight courier, or three (3) days following the date deposited in the United States Mail, certified with return receipt requested, postage prepaid, addressed to the recipient at the address set forth below (or at such change of address as one party advises the other).

CITY

City of Farmington, AR
Attn: Mayor
P.O. Box 150
Farmington, AR 72730

With copy to: City Attorney
Attn: Steven D. Tennant, P.A.
P. O. Box 120
Farmington, AR 72730

WASTE MANAGEMENT

Waste Management of Arkansas, Inc.

Attn: Public Sector Services Manager
1041 Arbor Acres Avenue
Springdale, AR 72764

With copy to: Waste Management of
Arkansas, Inc.
Attn: Senior Legal Counsel
9708 Giles
Austin, TX 78754

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmission received (i.e. printed) after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

9.2 Captions; Interpretation

The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement are the product of negotiation between the parties and are not to be construed as being drafted solely by one party and no presumption is to arise there from in favor of either party.

9.3 Severability

If any provision of this Agreement is deemed invalid and unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision will be deleted or modified, at the election of the parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of this Agreement will remain in full force and effect.

9.4 Dispute Resolution

The parties agree to work in good faith with each other to resolve any dispute arising out of the terms and services under this Agreement. Should an impasse result over a dispute, the parties agree to submit the dispute to mediation or to another type of dispute resolution process agreed to by the parties, prior to the institution of any legal proceeding. The fees and expenses of the dispute resolution process shall be shared equally by the parties. In the event it becomes necessary for either party to institute an action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses incurred to defend or prosecute such action.

9.5 Consequential Damages

In no event will either party be liable to the other for special, incidental, consequential, or punitive damages, or lost profits.

9.6 Non-Waiver

The failure of any party to insist upon strict performance of any of the terms, conditions, and provisions of this Agreement shall not be deemed a waiver of future compliance and shall in no way prejudice the remaining provisions of this Agreement.

9.7 Choice of Forum, Venue, and Consent to Jurisdiction

This Agreement shall be construed in accordance with the laws of the State of Arkansas, without regard to conflict of laws principles. The parties agree, and hereby give their consent, that jurisdiction and venue of any action brought to enforce, relating to, or arising out of this Agreement will be exclusively in the Circuit Court of Washington County, Arkansas.

9.8 Assignment of Agreement

Contractor shall not assign this Agreement or any right accruing under the Agreement in whole or in part without the prior, express written consent of the City. In any assignment approved by the City in writing, the assignee shall fully assume the liability and obligations of Contractor herein.

9.9 Force Majeure

Neither party will be responsible for any failure or delay in the performance of all or any part of this Agreement caused by the acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts or other similar causes or circumstances that cannot reasonably be prevented by the party whose performance has been delayed or who has failed to perform. However, the party so affected promptly will be given notice thereof to the other party whenever such contingency or other act or circumstance becomes reasonably foreseeable, will use commercially reasonable efforts to overcome the effects thereof as promptly as possible, and will promptly give notice to the other party after the cessation of such effects.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

CITY OF FARMINGTON, ARKANSAS

WASTE MANAGEMENT OF ARKANSAS, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved:

City Recorder

City Attorney

Informational Items



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

City Business Manager Report
August 13, 2018
City Council Meeting

- Brian Clevenger, Joy Poynor and Taylor Talley will all celebrate one year with the City this month. Brian Hubbard has 18 years with the City this month, and Floyd Shelly has 10 years. Thank them all for their service!
- We advertised for bids for the public works building. It was in the paper the 5th and 12th of August. We will open bids August 23rd.
- Hunter Street bridge replacement has begun. If the weather holds out the large culvert sections will be delivered near the end of the week of the 5th.
- We had our ADEQ Storm Water Audit August 1st. The audit was very successful. The auditor's commented that we were the most prepared small city that they have audited.
- Legislative Audit finished field work August 3rd. In addition to the financial audit we also had an IT audit. The auditor's met with us before they left and will be back in a few weeks to do an exit interview.
- We paid Fochtman Enterprises \$19,230.00 last month. This is the only expenditure over \$10,000.
- Planning Commission will hold a public input session/public hearing on August 20th to discuss the new parking ordinance. The session will be held instead of their regularly scheduled work session at 6:00 pm in City Hall.

"The supreme quality for leadership is unquestionably integrity. Without it, no real success is possible, no matter whether it is on a section gang, a football field, in an army, or in an office."

-Dwight D. Eisenhower



2018 FARMINGTON DISTRICT COURT MONTHLY DISTRIBUTION WORKSHEET MONTH OF JULY

ADMIN OF JUSTICE FUND	Check #1	Dept. of Finance and Administration	Total for Check # 1	\$4,562.40	Chk#2060
	Check #2	General Fund	Total for Check # 2	\$1,814.85	Chk#2061
	Check #3	Washington County Treasurer (Act 1256)	Total for Check # 3	\$1,532.75	Chk#2062
	Total Checks Admin of Justice				\$7,910.00

COURT COST & FINE	Check #4	Administration of Justice Fund				
		CCCR- Court Cost-Criminal		\$1,085.00		
		CCCRO-CourtCost Criminal Ordinance		\$40.00		
		CCTR- Court Cost-Traffic		\$2,630.00		
		CCTRO- Court Cost-Traffic Ordinance		\$3,195.00		
		CCDRUG-Court Costs - Drug		\$60.00		
		CCSEAT - Court Cost - Seat Belt		\$125.00		
		CCDWI-Court Cost DWI		\$775.00		
		Total for Check # 4 (Chk#3423)			\$7,910.00	
	Check #5	General Fund				
		FINE- Fines Collected		\$10,686.05		
	NLIFL-No Liability Ins. Fines		\$515.00			
	FTPRLC-Fines Local		\$55.00			
	Total for Check # 5 (Chk#3424)			\$11,256.05		
Check #6	Court Automation Fund					
	CFEE-Local Court Automation		\$796.50			
	Total for Check # 6 (Chk#3425)			\$796.50		
Check #7	Department of Finance & Administration					
	CFEES - State Court Automation Fee		\$815.00			
	DCCSAF - Drug Crime Special Assess Fee		\$95.00			
	AHPZFA - AHP "Z" Ticket Fines - 50% State		\$25.00			
	DVSVFF - Domestic Violence Shelter Fund Fee		\$25.00			
	NIFS - New Installment Fee - State		\$1,611.00			
	Total for Check # 7 (Chk#3426)			\$2,571.00		
Check #8	Washington County Treasurer					
	JBAF - Jail Booking and Admin Fee		\$40.00			
	CJF - County Jail Fee + Warrant Fees		\$1,990.00			
	Total for Check # 8 (Chk#3427)			\$2,030.00		
Check #9	RF - Restitution Fee					
	Milissa Parsley, Reschke/TR-17-250		\$65.00			
	Total for Check # 9 (Chk#3428)			\$65.00		
Check #10	RDP - Refund Due Payer					
	Samuel Harrison H. Guenther/TR-18-382		\$100.00			
	Total for Check # 10 (Chk#3429)			\$100.00		
Check #11	RDP - Refund Due Payer					
	Tommy Ivy, Case No.CR-17-398		\$100.00			
	Total for Check # 11 (Chk#3430)			\$100.00		

Monthly Total	\$24,828.55
Year To Date	\$163,459.96

8/01/18
 Kim Bentley, Chief Court Clerk

Ernie Penn, Mayor Date

Graham Nations, District Judge Date



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

Fire Department

Mark Cunningham
Fire Chief

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

July 2018 Monthly Report for Mayor and City Council

The fire department responded to over 81 calls during the month of July and that is a little above average for of this year for calls. Most our calls are medical as always and we are doing more training in this area because of that. We were getting pretty dry and I was worried that I would have to put on a burn ban, but then we started receiving some good rain and we didn't have to, for which I am grateful.

We had a very good Fourth of July celebration and fireworks display, and went off without any problems that I am aware of. This fireworks display is good for the city and community to have something else to attend and to be proud to say you're from Farmington.

July was thankfully normal and not too much out of the ordinary and that was fortunate for us because of the vacation season was upon us and a quite a few were gone on vacation and it's always harder to get enough firefighters to show up to fires at this time.

I plan to add additional firefighter to our volunteer staff as soon as possible and I hope to add him in August and his name is Keith Andrews and already is trained and can start right away. Keith is Bill Andrews' grandson and will be a good addition to our crew.

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

Mark Cunningham
Fire Chief

Farmington Police Dept.

Tickets Issued by Officer and Month for 2018

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Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bertorello, James	22	16	17	3	9	23	5	3	0	0	0	0	98
Brotherton, James	11	15	15	17	7	12	0	0	0	0	0	0	77
Catron, Joshua	27	24	28	5	4	51	15	0	0	0	0	0	154
Collins, John	1	0	0	0	0	0	0	0	0	0	0	0	1
Collins, Justin	79	40	53	46	27	67	59	1	0	0	0	0	372
Long, Dustin	25	30	33	5	25	50	10	0	0	0	0	0	178
Mahone, Taron	132	67	107	109	107	97	118	0	0	0	0	0	737
Parrish, Chad	1	0	2	0	0	2	1	0	0	0	0	0	6
Stine, Jacob	0	0	0	0	0	0	0	2	0	0	0	0	2
Talley, Taylor	65	55	41	26	37	32	36	10	0	0	0	0	302
Wilbanks, Johnie	0	4	0	0	3	0	0	0	0	0	0	0	7
Totals:	363	251	296	211	219	334	244	16	0	0	0	0	1934

Farmington Police Dept.

Offenses for Month 7/2017 and 7/2018

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	<u>2017</u>	<u>2018</u>
ALTERING OR CHANGING ENGINE OR OTHER NUMBERS		
27-14-2211	0	1
ASSAULT - 3RD DEGREE / CREATES APPREHENSION OF IMMINENT INJURY		
5-13-207	1	0
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	1	1
BATTERY - 1ST DEGREE		
5-13-201A	0	1
BATTERY - 2ND DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY WITH A WEA		
5-13-202A(2)	0	1
BREAKING OR ENTERING / BUILDING OR STRUCTURE		
5-39-202A(1)	0	1
Breaking or Entering/Vehicle		
5-39-202	1	1
BURGLARY, RESIDENTIAL		
5-39-201A(1)	0	1
CARELESS DRIVING		
27-51-104	0	1
CRIMINAL MICHIEF - 2ND DEGREE/ DAMAGE \$5,000 OR MORE		
5-38-204(b)(3)	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204(a)(1)	2	1
DISORDERLY CONDUCT		
5-71-207	0	2
DOMESTIC BATTERING - 2ND DEGREE / PHYSICAL INJURY		
5-26-304	0	2
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	1	0
Drivers License Required		
27-16-602	0	2
DRIVING ON SUSPENDED LICENSE		
27-16-303	1	4
DWI (UNLAWFUL ACT)		
5-65-103A	0	1
DWI (UNLAWFUL ACT)		
5-65-103A	3	1
Expired Tags		
27-14-304	0	2
FAILURE TO APPEAR		

	<u>2017</u>	<u>2018</u>
5-54-120	11	23
FAILURE TO PAY FINES & COSTS		
5-4-203	8	11
Failure to Yield to Emergency Vehicle		
27-51-901	1	2
Fire (Structure/Vehicle/Grass)		
FIRE	0	1
FLEEING		
5-54-125	0	1
Flight from Officer/foot		
5-54-125C3d1	0	1
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER ARE FORGED		
5-37-207A(3)	3	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER IS STOLEN		
5-37-207A(1)	1	0
FURNISHING PROHIBITED ARTICLES		
5-54-119	0	1
HARASSING COMMUNICATIONS / TELEPHONE REPEATEDLY, OR CAUSE TO RING REPEATED		
5-71-209A(2)	0	1
Headlamp Out		
27-36-207	0	1
Homicide - MURDER - 1ST DEGREE		
5-10-102	1	0
Improper Display of License		
27-14-716	0	2
Improper Lane Change/Use		
27-51-302	0	1
Improper Turn		
27-51-401	0	1
Leaving Scene of Accident/Property Damage		
27-53-102	2	0
Left of Center		
27-51-301	0	1
LOITERING		
5-71-213	1	2
No Proof Insurance		
27-22-104	1	4
No Proof of Ownership		
27-14-701C	1	1
No Turn Signal		
27-51-403	0	2
POSSESSING INSTRUMENTS OF CRIME		
5-73-102	0	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	0	4

	<u>2017</u>	<u>2018</u>
POSSESSION OF A COUNTERFEIT SUBSTANCE		
5-64-441	0	1
POSSESSION OF DRUG PARAPHERNALIA		
5-64-443	0	6
Possession of Drug Paraphernalia		
5-64-403(c)(1)(A)(i)	0	3
POSSESSION OF METH OR COCAINE LT 2GM		
5-64-419B(1)A	0	3
POSSESSION OF SCH I OR II LT 2GM		
5-64-419B(2)A	0	1
POSSESSION OF SCH VI LT 4OZ		
5-64-419B(5)1	0	1
POSSESSION OF SCH VI WITH PURPOSE TO DELIVERY		
5-64-436	0	1
PUBLIC INTOXICATION / DRINKING IN PUBLIC		
5-71-212	2	4
PURCHASE, POSSESSION OF INTOXICATING LIQUOR BY MINOR		
3-3-203	0	1
RECKLESS DRIVING		
27-50-308	0	1
RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL		
5-54-103B(1)	0	2
Robbery		
5-12-102	0	1
Run Stop Sign		
27-51-601	2	2
Run Stop(red) Light		
27-51-107	0	1
SUICIDE		
SUICIDE	1	0
Tail Lights/Reflectors (Improper)		
27-36-215	0	2
TAMPER WITH PHYSICAL EVIDENCE- OBSTRUCT PROSECUTION /DEFENSE FELONY		
5-53-111(B)(1)	0	1
THEFT \$1,000 OR LESS - ALL OTHERS		
5-36-103(b)(4)(A)	6	2
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	0	1
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM VEHICLE		
5-36-103(b)(3)(A)	1	0
THEFT BY RECEIVING		
5-36-106	0	1
THEFT OF A FIREARM VALUED AT LESS THAN \$2,500		
5-36-103(b)(3)(B)	0	1
THEFT OF PROPERTY / ALL OTHER		

	<u>2017</u>	<u>2018</u>
5-36-103A(1)	0	3
UNATTENDED DEATH/NATURAL CAUSES		
DEATH	0	2
UNAUTHORIZED USE OF A VEHICLE		
5-36-108	0	2
VIOLATION OF IMPLIED CONSENT		
5-65-205	1	1
Totals:	53	129

Permit Report

07/01/2018 - 07/31/2018

Permit #	Permit Date	Site Address	Permit Type	Type of Building	Description of Work	Contractor	Material & Labor	Total Fees
2184	7/31/2018	81 Double Springs	Plumbing/Gas	Residential	Plumbing for new house	Jerry's Plumbing	7,000	\$45.00
2183	7/30/2018	443 Concho	Building	Residential	New House	Riggins Construction	277,000	\$991.00
2182	7/27/2018	662 Bison Run	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2181	7/27/2018	673 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2180	7/27/2018	657 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2179	7/27/2018	649 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2178	7/27/2018	46 Wilson	Electric	Residential	Electric for house addition	Home Owner	600	\$20.00
2177	7/27/2018	11363 Club House	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	3,725	\$30.00
2176	7/26/2018	10810 Blue Sky	Pool	Residential	Pool for new house	Home Owner	35,000	\$185.00
2175	7/26/2018	11186 N Appleby	Electric	Residential	Electric for new house	Home Owner	8,500	\$55.00
2174	7/25/2018	40 Bellwood	Mechanical	Residential	HVAC for house addition	AAA Veteran Air	2,500	\$25.00
2173	7/25/2018	263 Countryside	Building	Residential	Closing in and expanding patio	Foster Custom Homes	8,000	\$50.00
2172	7/25/2018	85 Double Springs	Mechanical	Residential	HVAC for new house	Ozark Mountain Air	3,500	\$30.00

2171	7/24/2018	346 Southwinds	Electric	Residential	Replacing 200 amp panel from 3 phase to single	James Hagan	2,000	\$20.00
2170	7/24/2018	40 Bellwood	Electric	Residential	Electric for house addition	Allison Electric	2,000	\$20.00
2169	7/24/2018	179 Plover Cove	Mechanical	Residential	HVAC change out	Paschal Heat and Air	5,216	\$40.00
2168	7/24/2018	10816 Blue Sky	Storage Building	Residential	New Pole Barn	Home owner	29,100	\$160.00
2167	7/23/2018	11186 N Appleby	Building	Residential	New House	Mike Froud Construction	315,000	\$1,105.00
2166	7/23/2018	81 Double Springs	Mechanical	Residential	HVAC for new house	Sturdivants Heating and Air	5,350	\$40.00
2165	7/20/2018	506 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2164	7/20/2018	498 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2163	7/20/2018	492 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2162	7/20/2018	478 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2161	7/20/2018	464 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2160	7/20/2018	450 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2159	7/20/2018	436 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2158	7/20/2018	422 Concho	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2157	7/20/2018	421 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00
2156	7/20/2018	609 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,900	\$35.00

2155	7/20/2018	10872 Appleby	Building	Residential	Detached Garage	Trademark Custom Homes	0	
2154	7/20/2018	11446 Frisco	Mechanical	Residential	HVAC for new house	Comfort Heat and Air	5,030	\$35.00
2153	7/20/2018	10910 Garland McKee	Mechanical	Residential	HVAC for new house	Comfort Heat and Air	5,200	\$40.00
2152	7/20/2018	10958 Garland McKee	Mechanical	Residential	HVAC for new house	Comfort Heat and Air	8,165	\$55.00
2151	7/20/2018	11006 Garland McKee	Mechanical	Residential	HVAC for new house	Comfort Heat and Air	5,200	\$40.00
2149	7/19/2018	10718 S Appleby	Electric	Residential	Electric for new house	A & L Electric	12,000	\$70.00
2148	7/19/2018	13030 Gibson Hill	Electric	Residential	Electric for new house	A & L Electric	7,500	\$50.00
2147	7/17/2018	649 Arroyo	Building	Residential	New House	Riggins Construction	277,000	\$991.00
2146	7/17/2018	10718 S Appleby	Building	Residential	New House	Gert Construction	473,000	\$1,579.00
2145	7/16/2018	498 Concho	Building	Residential	New House	Riggins Construction	240,000	\$880.00
2144	7/16/2018	457 Concho	Building	Residential	New House	Riggins Construction	277,000	\$991.00
2143	7/16/2018	429 Concho	Building	Residential	New House	Riggins Construction	244,000	\$892.00
2142	7/16/2018	456 Concho	Building	Residential	New House	Riggins Construction	210,000	\$790.00
2141	7/16/2018	85 Double Springs	Mechanical	Residential	HVAC for new house	Ozark Mountain Air	3,500	\$30.00
2140	7/16/2018	109 Rob	Building	Residential	Adding awning to existing house	Home owner	1,500	\$20.00

2139	7/16/2018	346 Southwinds	Mechanical	Residential	HVAC change out	Paschal Heat and Air	4,980	\$35.00
2138	7/9/2018	87 Rob	Mechanical	Residential	HVAC change out	Bud Anderson Heating and Cooling	8,922	\$55.00
2137	7/9/2018	318 Claybrook Dr	Pool	Residential	Pool for new house	Burton Pools and Spas	55,000	\$280.00
2136	7/9/2018	81 Double Springs	Electric	Residential	Electric for new house	A & L Electric	1,400	\$20.00
2135	7/9/2018	124 James	Mechanical	Commercial	HVAC change out	Snowman Heating and cooling	4,200	\$35.00
2134	7/9/2018	12701 Hwy 170	Electric	Residential	Meter set	Buzz Electrical Service	3,800	\$30.00
2133	7/2/2018	81 Double Springs	Building	Residential	New House	Gerlt Construction	186,000	\$718.00
2132	7/2/2018	181 Main	Building	Commercial	Commercial remodel	Crossland Construction	3,000	\$25.00
2131	7/2/2018	12329 Hwy 170	Electric	Commercial	Electric for new School	Arnold and Blevins Electric	1,100,000	\$2,800.00
								\$13,767.00

Total Records: 53

8/2/2018

Library
Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2018												
Total Circulation	3,657	3,471	3,930	3,945	4,144	4,705	4,640					
YTD Circulation	3,657	7,128	11,058	15,003	19,147	23,852	28,492					
Holds Satisfied	684	650	681	661	680	673	765					
YTD Hold Satisfied	684	1,334	2,015	2,676	3,356	4,029	4,794					
PAC Logins	870	784	969	929	821	795	892					
YTD PAC Logins	870	1,654	2,623	3,552	4,373	5,168	6,060					
New Cardholders	39	38	11	22	34	62	33					
YTD New Cardholders	39	77	88	110	144	206	239					

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2017												
Total Circulation	4,294	3,602	4,182	4,076	4,186	4,897	4,356	3,669	4,121	4,121	3,658	3,422
YTD Circulation	4,294	7,896	12,078	16,154	20,340	25,237	29,593	33,262	37,383	41,504	45,162	48,584
Holds Satisfied	809	742	767	800	763	803	679	772	734	805	676	621
YTD Hold Satisfied	809	1,551	2,318	3,118	3,881	4,684	5,363	6,135	6,869	7,674	8,350	8,971
PAC Logins	869	758	901	826	840	837	754	806	710	886	799	744
YTD PAC Logins	869	1,627	2,528	3,354	4,194	5,031	5,785	6,591	7,301	8,187	8,986	9,730
New Cardholders	39	26	32	29	26	52	32	34	25	21	22	14
YTD New Cardholders	39	65	97	126	152	204	236	270	295	316	338	352

Library
Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Early Literacy Station Users	101	114	134	105	112	126	103					
YTD Early Literacy Station Users	101	215	349	454	566	692	795					
Users	231	245	235	241	237	256	240					
YTD Users	231	476	711	952	1,189	1,445	1,685					
Device Checkout	0	0	1	2	4	6	2					
YTD Device Checkout	0	0	1	3	7	13	15					
2017												
Early Literacy Station Users	95	86	96	93	109	105	123	128	103	110	97	84
YTD Early Literacy Station Users	95	181	277	370	479	584	707	835	938	1,048	1,145	1,229
Users	314	293	301	271	308	224	241	365	334	237	221	264
YTD Users	314	607	908	1,179	1,487	1,711	1,952	2,317	2,651	2,888	3,109	3,373
Device Checkout	0	0	0	0	2	3	0	4	2	0	0	0
YTD Device Checkout	0	0	0	0	2	5	5	9	11	11	11	11

Library
Miscellaneous Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Color Print Services	28	32	37	34	16	347	23					
YTD Color Print Services	28	60	97	131	147	494	517					
Copy/Print Services	929	1,420	1,412	2,029	1,389	1,206	1,374					
YTD Copy/Print Services	929	2,349	3,761	5,790	7,179	8,385	9,759					
Fax Services	90	71	74	142	94	68	75					
YTD Fax Services	90	161	235	377	471	539	614					
Notary Services	2	1	2	1	3	8	7					
YTD Notary Services	2	3	5	6	9	17	24					
Reference Transactions	221	248	346	275	213	273	352					
YTD Reference Transactions	221	469	815	1,090	1,303	1,576	1,928					
Scanning Services	20	14	39	41	15	17	15					
YTD Scanning Services	20	34	73	114	129	146	161					
Staff Supervised Volunteer Hours	35	33	27	14	9	38	21					
YTD Staff Supervised Volunteer Hours	35	68	95	109	118	156	177					
Test Proctor	0	0	0	0	0	1	1					
YTD Test Proctor	0	0	0	0	0	1	2					
2017												
Color Print Services	53	31	24	20	110	40	59	49	14	21	56	36
YTD Color Print Services	53	84	108	128	238	278	337	386	400	421	477	513
Copy/Print Services	1,205	1,336	1,373	1,211	1,696	1,429	1,677	1,627	1,730	1,453	1,411	1,798
YTD Copy/Print Services	1,205	2,541	3,914	5,125	6,821	8,250	9,927	11,554	13,284	14,737	16,148	17,946
Fax Services	38	35	39	51	87	78	55	72	103	108	69	77
YTD Fax Services	38	73	112	163	250	328	383	455	558	666	735	812
Notary Services	9	0	10	17	5	10	4	6	5	10	0	0
YTD Notary Services	9	9	19	36	41	51	55	61	66	76	76	76
Reference Transactions	189	188	235	241	204	224	241	291	240	195	122	179
YTD Reference Transactions	189	377	612	853	1,057	1,281	1,522	1,813	2,053	2,248	2,370	2,549
Scanning Services	18	14	15	28	18	22	10	21	24	23	25	33
YTD Scanning Services	18	32	47	75	93	115	125	146	170	193	218	251
Staff Supervised Volunteer Hours	46	53	45	68	17	13	11	21	21	34	13	2
YTD Staff Supervised Volunteer Hours	46	99	144	212	229	242	253	274	295	329	342	344
Test Proctor	0	0	0	0	0	1	1	0	2	3	0	3
YTD Test Proctor	0	0	0	0	0	1	2	2	4	7	7	10

Library
Programs and Meetings

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Book Club		8	10	9	9	10	9					
Community Story Time		51	57	56		131	102					
Craft Fridays						104	8					
Kids Book Club	3	16	14	7								
Kindergarten Story Time		111	226	187	40							
LEGO® Club						72						
Meeting Room Use		7		7	7	11	5					
Nonfiction Book Club			1	1	1	2	2					
Painting Class			18									
Summer Reading Club Parties						100	30					
Summer Reading Club Programs						169	86					
Technology Instruction	1	5	3	3	3	3	3					
Theater Performance by YAG		34										
Total Monthly Program Attendance	4	232	329	263	53	591	240					
Number of Juvenile Programs	1	8	9	8	1	19	12					
Number of Young Adult Programs		0	0	0	0	0	0					
Number of Adult Programs	1	2	5	2	2	2	2					
Number of Non-library Meeting Room Events		1		1	1	1	1					

Library
Daily Visitors

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2018												
Visits	2,170	2,183	2,584	2,384	2,358	n/a	2,963					
YTD Visits	2,170	4,353	6,937	9,321	11,679	11,679	14,642					
2017												
Visits	2,431	2,526	2,616	2,553	2,381	3,078	2,659	2,617	2,491	2,827	2,244	2,307
YTD Visits	2,431	4,957	7,573	10,126	12,507	15,585	18,244	20,861	23,352	26,179	28,423	30,730

Planning Commission Minutes
June 25, 2018

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

PRESENT

Gerry Harris
Robert Mann, Chair
Judy Horne
Toni Bahn
Howard Carter
Matt Hutcherson

ABSENT

Jay Moore
Bobby Wilson

City Employees Present: Melissa McCarville,
City Business Manager;; Steve Tennant, City
Attorney; Chris Brackett, City Engineer

2. **Approval of Minutes:** May 21, 2018 Minutes were approved as written.

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

PUBLIC HEARING

4A. Variance Request to allow two habitable dwellings on one property- 548 Rheas Mill:

Ginger Hesse was present to discuss the request.

Comments from the City:

Steve asked about having a septic system and if would have to be separate. Ginger answered that they will have to talk to Washington Water Authority and the Health Department to get information. Judy had questioned if they were going to use manufactured homes. Gerry asked about if they needed a zone change or do a lot split. Melissa replied that they would not meet the requirements for a lot split because of the size of lot. They would have over the 60% allowable coverage if they were to do a lot split. Chris Brackett referred to the building codes and set back requirements to make clarification of why they needed to do a variance instead of a lot split. Judy had concerns due to the neighbors being close to where the structure would be located.

Public comment: Miranda Lundsford-548 Rheas Mill reiterated the reasons why they had to request a variance vs. the lot split. She stated that there were easement issues as well as the set back and road frontage.

Robert Mann called the question to approve the variance request for 548 Rheas Mill. Upon roll call, the ayes were: Toni Bahn, Howard Carter and Matt Hutcherson. The no's were: Gerry Harris and Judy Horne. Absent were: Jay Moore and Bobby Wilson. The motion was passed 3-2.

4B. Variance Request of the landscape ordinance presented by Civil Design Engineers, Inc.:

Ferdie Fourie was present to discuss the request.

Comments from the City:

Melissa stated that the City liked how it was easy to access the area. Steve concurred with Melissa's comment. Judy asked about the costs. Chris Brackett addressed Judy's question and stated that to move the park dedicated area to connect to the existing park area would be better and beneficial rather than keeping it as they originally proposed away from the rest of the park dedicated area. The money is well spent this way.

Public Comment: No public comment.

Robert Mann called the question to approve the variance request for landscaping. Upon roll call, the motion was passed unanimously.

4C. Large Scale Development- Magnolia Coffee House presented by John Henderson:

Bradley Bridges was present to discuss the request. He stated that it will be a double drive thru with no seating in or around the building.

Comments from the City:

Chris Brackett read his memo for the Commission as follows; "The Large Scale Development Plan for the Magnolia Coffee House has been reviewed and it is our opinion that the Planning Commission's approval should be conditional on the following comments:

1. All connections to the water and sanitary sewer systems must be approved by the City of Fayetteville.
2. A completed Grading Permit Application and fee must be submitted prior to final acceptance of the plans. A preconstruction conference will be required prior to any mass grading on the site. The owner, their engineering consultant, and their contractor responsible for the best management practices will be required to attend this conference.
3. After a final review set of plans and drainage report has been accepted by Olsson, the applicant should submit to Olsson three (3) sets of full size plans and two (2) sets of half size plans, and two(2) copies of the final drainage report that have been sealed by the engineer for final approval and distribution."

Judy asked about the landscaping for the frontage to Highway 62. Mr. Bridges replied that with the utility easements they are unable to put any landscaping to the Highway 62 frontage. Gerry Harris recused herself due to having family ties to the company.

Public Comment: No public comment.

Robert Mann called the questions to approve the Large Scale Development- Magnolia Coffee House. Upon roll call, the Aye's were: Judy Horne, Toni Bahn, Howard Carter and Matt Hutcherson. Gerry Harris recused. Absent were: Jay Moore and Bobby Wilson. The motion passed.

4D. Large Scale Development- City of Farmington Maintenance Building:

Geoff Bates with Bates and Associates was present to discuss the request.

Comments from the City:

Chris Brackett read his memo for the Commission as follows; “The Large Scale Development Plan for the City Maintenance Building has been reviewed and it is our opinion that the Planning Commission’s approval should be conditional on the following comments.

1. All connections to the water and sanitary sewer systems must be approved by the City of Fayetteville.
2. A Flood Plain Development Permit will be required for this project prior to construction plan approval.
3. A completed Grading Permit Application and fee must be submitted prior to final acceptance of the plans. A preconstruction conference will be required prior to any mass grading on the site. The owner, their engineering consultant, and their contractor responsible for the best management practices will be required to attend this conference.
4. After a final review set of plans and drainage report has been accepted by MWY, the applicant should submit to MWY three (3) sets of full size plans and two (2) sets of half size plans, and two (2) copies of the final drainage report that have been sealed by the engineer for final approval and distribution.”

Judy Horne addressed the plans did not have the plants marked on the Broyles side. James Key with Key Architectures stated they changed the plans to accompany more square footage and to mirror the school in design. Robert Mann asked if there was going to be heating and air in the building. It was stated that it would be minimal and would prevent frozen pipes in the winter as well as keep it cool enough for the Street/Parks Department to work. Judy Horne asked if it could be metal siding. Melissa McCarville stated that in commercial zoning that it can be done.

Public Comment: No Public Comment.

Robert Mann called the question to approve The Large Scale Development- City of Farmington Maintenance Building. Upon roll call, the motion passed unanimously.

4E. Final Plat- Windgate Subdivision:

Geoff Bates with Bates and Associates was present to discuss the request.

Comments from the City:

Chris Brackett read his memo for the Commission as follows; “The Final Plat for the Windgate Subdivision has been reviewed and it is our opinion that the Planning Commission’s approval should be conditional on the following comments.

1. All public improvements including the sidewalk along Rheas Mills and along Lot 28 must be completed and a Final Inspection scheduled. All punch list items must be completed and acceptance prior to final approval of the final plat.
2. A one- year Maintenance Bond to the City of Farmington for all public improvements with the exception to the water and sanitary improvements must be provided prior to signatures on the Final Plat. The engineer must submit an itemized cost of these improvements for approval prior to obtaining the bond.
3. If the sidewalk construction is to be delayed until the home construction then the developer shall provide and escrow account in accordance with Ordinance No. 8.1 (C), 3 (A). The engineer shall provide a cost estimate for the construction of the sidewalk for approval.
4. If the installation of the Street Lights has not been completed at the time of Final Plat signatures, then the Developer shall provide the paid invoice from the electric company for these lights.
5. Provide one original and 6 copies of the recorded plat to the City.

It was explained that Ozark cannot pay the invoice until Final Plat is accepted. Chris Brackett said to omit to pay until after the Final Plat is approved and hold all permits until the invoice is paid.

Public Comment: No public comments.

Robert Mann called the question to approve The Final Plat- Windgate Subdivision. This is based on the amended memo from Chris Brackett. Upon roll call, the motion passed unanimously.

6. Adjournment: Having no further business, meeting was adjourned.



Judy Horne Secretary



Robert Mann - Chair