



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

**AMENDED CITY COUNCIL AGENDA**  
**June 13, 2011**

A regular meeting of the Farmington City Council will be held on  
Monday, June 13, 2011 at 6:00 p.m.  
City Hall  
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Thomas
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes –May 9, 2011 minutes  
May 26, 2011 special minutes
6. Financial Reports.
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
  - a. Street Committee
  - b. City Beautification Committee
  - c. Economic Development Committee
  - d. Park & Recreation Committee
  - e. Finance Committee
  - f. Sewer Committee

**NEW BUSINESS**

10. Request approval to accept Northaven drainage bid.
11. Request approval of contract with Davis, Ray & Ernst.
12. Resolution to enter into an Interlocal Cooperation Agreement to participate in the Taps cooperative purchasing program.
13. Report on Waste Management Contract by Steve Tennant.
14. Request approval of bid for lights and installation for Farmington Sport's Complex.

**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 May 9, 2011

The regular meeting of the Farmington City Council scheduled for Monday, May 9th 2011 was called to order at 6:00 p.m. by Mayor Ernie Penn. City Clerk Kelly Thomas called the roll and the following Alderman answered to their names: Patsy Pike, Sherry Mathews, Janie Steele, Brenda Cunningham, Shelly Parsley, Bobby Morgan and Terry Yopp, a quorum was declared (7). After Mayor Penn led the pledge of allegiance, he then opened the public comment portion of the meeting for citizens. There were none.

Alderman Lipford arrived at 6:07 p.m.

**Approval of the minutes for April 11, 2011** - On the motion of Alderman Yopp and seconded by Alderwoman Steele and by the consent of all members present, the minutes were approved, accepted and filed as prepared by the City Clerk (8).

**Financial Reports** – City Clerk Thomas informed the council that city sales tax was up \$740.37 and county sales tax was up \$12,251.06.

**Entertain a motion to read all Ordinances and Resolutions by title only** – On the motion of Alderwoman Steele and seconded by Alderman Yopp and by the consent of all members present (8), it was approved to read all Ordinances and Resolutions by title only at this meeting.

### **Proclamations, Special Announcements, Committee/Commission Appointments**

Mayor Penn informed the council of the passing of citizen Jim DeVault and that his family had requested in lieu of flowers donations be made to the Farmington Sports Complex.

Mayor Penn awarded keys to the city to the Farmington High School ACE & Quiz Bowl Teams. They each won their respective State Championships.

### **Committee Reports**

**Street** – Alderman Morgan informed the council that Flynn Road and Clyde Carnes Road were heavily damaged during last week's flooding. The Bonnie Lane drainage project worked perfectly and we had no issues in that area.

**City Beautification** – Alderwoman Cunningham informed the council the committee was still gathering research with regards to the decorative street lights to the city.

**Economic Development** –Defer to Agenda item.

**Finance** – Alderman Lipford informed the council that they Finance committee approved the cost of the repair of Flynn Road in the amount of \$13,550.00

**Parks & Recreation** –Alderwoman Mathews informed the council the committee had met twice since the last city council meeting and provided the council with minutes from the last meeting. The Parks & Recreation Department has received confirmation from the State of Arkansas that they were awarded a \$109,000.00 grant.

**Sewer** - Alderman Yopp advised the Highway 62 project was still ongoing.

## **New Business**

**Request approval to remove 3 Dell Computers from Library inventory. Inventory tag numbers 0313, 0314, & 0050.**

On the motion of Alderman Yopp and seconded by Alderman Lipford and by the consent of all members present (8), it was approved to remove 3 Dell Computers from Library inventory. Inventory tag numbers 0313, 0314, & 0050.

**Request approval to remove E/Z Rider Dodge Durango K9 kennel from Police inventory. Inventory tag number 539.**

On the motion of Alderman Yopp and seconded by Alderman Morgan and by the consent of all members present (8), it was approved to remove E/Z Rider Dodge Durango K9 kennel from Police inventory. Inventory tag number 539.

**Strategic Plan Update Report** – Teresa Ray gave a brief presentation to the council regarding the progress on the Strategic Planning Process that began in 2007 and advised the council that it is a living document that needs to have the city's priorities redefined. She requested the council consider a work session to start the process.

**Update on flood damage** – City Business Manager McCarville advised that citizens can receive individual assistance now that the disaster declaration has been issued. The number for assistance is 800-621-3362. She advised that hopefully Public Property for Municipality assistance would be declared by the end of the week. The Library and City Hall sustained damage from the storms estimated to be \$200,000.00.

Mayor Penn praised the efforts of city staff in all departments for their efforts during the storms and flooding.

There being no further business to come before the Council, and on the motion of Alderman Lipford and seconded by Alderman Morgan, and by the consent of all members present, the meeting adjourned at 6:55 p.m., until the next regularly scheduled meeting to be held on Monday, June 13th, 2011 at six o'clock p.m. in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

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Mayor Ernie Penn

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City Clerk Kelly Thomas

## Minutes of the Special Farmington City Council Meeting on May 26, 2011

The special meeting of the Farmington City Council scheduled for Monday, May 26th 2011 was called to order at 6:00 p.m. by Mayor Ernie Penn. City Clerk Kelly Thomas called the roll and the following Alderman answered to their names: Patsy Pike, Sherry Mathews, Keith Lipford, Brenda Cunningham, Shelly Parsley, Bobby Morgan and Terry Yopp, a quorum was declared (7), Alderwoman Steele was absent. After Mayor Penn led the pledge of allegiance, he then opened the public comment portion of the meeting for citizens. There were none.

**Request to bid the next phase of the Sports Complex Construction** - Geoff Bates informed the council that due to weather the project was about a month behind. On the motion by Alderman Yopp and seconded by Alderman Lipford and by the consent of all members present (7), it was approved to bid the following phases of the Sports Complex:

- Electrical for the Sports Lighting and Buildings and Sports Lighting Installation.
- Concession/Restroom, Storage Building.
- Dugouts and Press Boxes.
- Fencing, Backstops and Wood Privacy Fence.
- Irrigation for the Fields and Water Service to the Restrooms.
- Parking Lot paving and Southwinds Street improvements.
- Sod Installation,
- Bleachers, Shade Covers, Bases, Scoreboard and any remaining items.

### **Request Approval to Order Public Works Truck through State Bids - Business**

On the motion of Alderman Morgan and seconded by Alderwoman Parsley and by the consent of all members present (7), it was approved to order a new 2011 Chevrolet Silverado SWB 1500 4WD Extended Cab Truck for \$23,214.18 through the State Bid Program and outfit the Truck with Emergency Lighting, Safety Equipment, Bed Cover and Bed Liner, not to exceed a total price of \$27,014.18.

There being no further business to come before the Council, and on the motion of Alderman Lipford and seconded by Alderman Morgan, and by the consent of all members present, the meeting adjourned at 5:45 p.m., until the next regularly scheduled meeting to be held on Monday, June 13th, 2011 at six o'clock p.m. in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

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Mayor Ernie Penn

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City Clerk Kelly Thomas

**GENERAL FUND**  
**Balance Sheet**  
**05/31/11**

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	<b>Book Value May 2011 Actual</b>	<b>Book Value May 2010 Actual</b>
<b>Assets</b>		
<b>Current Assets</b>		
<b>Cash</b>		
CATASTROPHIC MONEY MARKET	87,870.35	53,103.87
CITY OF FARM - PARK FUND	151,802.25	26,866.32
FARMINGTON SENIOR CENTER BL	42.50	50.25
GEN. C.D.(COL.FIRE LOAN)	187,924.85	185,964.52
GENERAL FUND CHECKING ACCT	213,389.16	379,886.34
GENERAL FUND MONEY MARKET	1,800,300.51	1,598,773.21
<b>Total Current Assets</b>	<b>\$2,441,329.62</b>	<b>\$2,244,644.51</b>
<b>Total Assets</b>	<b>\$2,441,329.62</b>	<b>\$2,244,644.51</b>
<b>Fund Balance</b>		
<b>Suplus Carryover</b>		
CY SURPLUS (DEFICIT)	521,943.28	325,258.17
FUND BALANCE	1,919,386.34	1,919,386.34
<b>Total Fund Balance</b>	<b>\$2,441,329.62</b>	<b>\$2,244,644.51</b>
<b>Total Liabilities and Equity</b>	<b>\$2,441,329.62</b>	<b>\$2,244,644.51</b>

**GENERAL FUND**  
**General Ledger**  
**05/01/09 to 05/31/11**

Transaction Date	Transaction Number	Name / Description	Debits	Credits
<b>NEW PARK DONATIONS</b>				
05/12/09	016298	ERNEST L PENN		1,000.00
05/14/09	016301	ROY AND BETTY HUMMELL		1,000.00
07/23/09	016347	CHAMBER OF COMMERCE		1,000.00
08/08/09	016367	LADY CARDINALS		2,104.30
11/17/09	016437	MEMORIAL FOR C.D. PIKE		125.00
11/17/09	016438	MEMORIAL FOR C.D. PIKE		50.00
11/18/09	016439	MEMORIAL FOR C.D. PIKE		25.00
11/20/09	016440	WALTON FAMILY FOUNDATION INC		20,000.00
11/23/09	016441	MEMORIAL FOR C.D. PIKE		25.00
11/24/09	016442	MEMORIAL FOR C.D. PIKE		75.00
12/08/09	016455	MEMORIAL FOR C.D. PIKE		250.00
12/13/09	016460	MEMORY OF C.D. PIKE		160.00
01/03/10	016481	MEMORIAL FOR ROLAND DAVIS		30.00
01/05/10	016483	MEMORIAL FOR ROLAND DAVIS		25.00
01/06/10	016484	MEMORIAL FOR ROLAND DAVIS		25.00
01/10/10	016487	MEMORIAL FOR ROLAND DAVIS		50.00
01/11/10	016488	MEMORIAL FOR ROLAND DAVIS		15.00
01/17/10	016489	MEMORIAL FOR ROLAND DAVIS		140.00
03/09/10	016539	BRENDA CUNNINGHAM		75.00
03/09/10	016538	PATSY PIKE		75.00
03/09/10	016537	PAM DELANEY		75.00
03/09/10	016536	JANIE R STEELE		75.00
03/09/10	016535	BOBBY/BETTY MORGAN AND FAMILY		75.00
05/11/10	016588	SUMMER BALL PROGRAM		384.74
01/06/11	016741	tyson foods		5,000.00
05/03/11	016817	Memory of Jim Devault		345.00
05/05/11	016819	Memory of Jim Devault		515.00
05/11/11	016823	Memory of Jim Devault		205.00
05/13/11	016827	Memory of Jim Devault		30.00
05/13/11	016826	Memory of Jim Devault		170.00
05/18/11	016830	Memory of Jim Devault		25.00
05/26/11	016833	WAL MART		500.00
<b>Net Activity for: NEW PARK DONATIONS</b>				<b>\$33,649.04</b>
<b>Ending Balance</b>				<b>\$33,649.04</b>

*Report Options*

Display individual items:  
 Period: 05/01/09 to 05/31/11  
 Account: NEW PARK DONATIONS  
 Fund: GENERAL FUND  
 Display Notation: No

**GENERAL FUND**  
**SALES TAX REPORT**  
**05/01/11 to 05/31/11**

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	May 2011	May 2010
	May 2011	May 2010
	Actual	Actual

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<b>Revenue</b>		
CITY SALES TAX REVENUES	25,294.83	28,663.46
SALES TAX - OTHER	74,038.71	55,932.83
STREET CITY SALES TAX	8,431.60	9,554.48
<b>Total Revenue</b>	<b>\$107,765.14</b>	<b>\$94,150.77</b>
<b>Total Net Income (Loss) From Operations</b>	<b>\$107,765.14</b>	<b>\$94,150.77</b>
<b>Total Net Income (Loss)</b>	<b>\$107,765.14</b>	<b>\$94,150.77</b>



**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2011 May 2011 Actual	Jan 2011 May 2011 Budget	Jan 2011 May 2011 Variance	Jan 2011 Dec 2011	Jan 2011 Dec 2011 Variance
<b>Revenue &amp; Expenditures</b>					
<b>GENERAL REVENUES</b>					
<b>Revenue</b>					
ACCIDENT REPORT REVENUES	470.00	416.70	53.30	1,000.00	(530.00)
ANIMAL CONTROL REVENUES	975.00	1,041.70	(66.70)	2,500.00	(1,525.00)
BUILDING INSPECTION FEES	4,611.05	7,500.00	(2,888.95)	18,000.00	(13,388.95)
BUSINESS LICENSES	4,375.00	2,083.35	2,291.65	5,000.00	(625.00)
CITY COURT FINES	38,397.95	33,333.35	5,064.60	80,000.00	(41,602.05)
CITY SALES TAX REVENUES	114,913.72	120,833.35	(5,919.63)	290,000.00	(175,086.28)
COUNTY TURNBACK	170,487.28	155,441.05	15,046.23	373,058.50	(202,571.22)
DEVELOPMENT FEES	50.00	416.65	(366.65)	1,000.00	(950.00)
FRANCHISE FEES	147,245.27	112,500.00	34,745.27	270,000.00	(122,754.73)
GARAGE SALE PERMITS	750.00	1,458.35	(708.35)	3,500.00	(2,750.00)
GRANTS	60,800.00	0.00	60,800.00	0.00	60,800.00
INTEREST REVENUES	1,131.02	1,666.65	(535.63)	4,000.00	(2,868.98)
MISCELLANEOUS REVENUES	1,602.64	500.00	1,102.64	1,200.00	402.64
NEW PARK DONATIONS	6,790.00	0.00	6,790.00	0.00	6,790.00
PARK RENTAL/DONATIONS	360.00	500.00	(140.00)	1,200.00	(840.00)
SALES TAX - OTHER	334,877.37	270,333.35	64,544.02	648,800.00	(313,922.63)
SRO REIMBURSEMENT REVENUES	14,464.12	12,500.00	1,964.12	30,000.00	(15,535.88)
STATE TURNBACK	39,684.59	33,333.35	6,351.24	80,000.00	(40,315.41)
<b>Revenue</b>	<b>\$941,985.01</b>	<b>\$753,857.85</b>	<b>\$188,127.16</b>	<b>\$1,809,258.50</b>	<b>(867,273.49)</b>
<b>Revenue Less Expenditures</b>	<b>\$941,985.01</b>	<b>\$753,857.85</b>		<b>\$1,809,258.50</b>	
<b>Net Change in Fund Balance</b>	<b>\$941,985.01</b>	<b>\$753,857.85</b>		<b>\$1,809,258.50</b>	

**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2011	Jan 2011	Jan 2011	Jan 2011	Jan 2011
	May 2011	May 2011	May 2011	Dec 2011	Dec 2011
	Actual	Budget	Variance		Variance
<b>ADMINISTRATIVE DEPT</b>					
<b>Expenses</b>					
ADDITIONAL SERVICES EXPENSE	24,363.13	29,166.70	(4,803.57)	70,000.00	(45,636.87)
ADVERTISING EXPENSE	779.85	1,000.00	(220.15)	2,400.00	(1,620.15)
BUILDING MAINT & CLEANING	1,922.09	10,416.70	(8,494.61)	25,000.00	(23,077.91)
INSURANCES EXPENSE	0.00	8,333.35	(8,333.35)	20,000.00	(20,000.00)
LEGAL FEES	0.00	4,166.70	(4,166.70)	10,000.00	(10,000.00)
MATERIALS & SUPPLIES EXPENSE	5,708.31	8,333.35	(2,625.04)	20,000.00	(14,291.69)
MISCELLANEOUS EXPENSE	32.90	833.35	(800.45)	2,000.00	(1,967.10)
NEW EQUIPMENT PURCHASE	0.00	4,166.70	(4,166.70)	10,000.00	(10,000.00)
OZARK REGIONAL TRANSIT EXPE	5,000.00	2,083.35	2,916.65	5,000.00	0.00
PAYROLL EXP - CITY ATTRNY	0.00	11,278.15	(11,278.15)	27,067.50	(27,067.50)
PAYROLL EXP - ELECTED OFFICIA	17,523.86	19,583.35	(2,059.49)	47,000.00	(29,476.14)
PAYROLL EXP - REGULAR	59,905.90	77,083.35	(17,177.45)	185,000.00	(125,094.10)
PLANNING COMMISSION	3,514.30	5,000.00	(1,485.70)	12,000.00	(8,485.70)
POSTAGE EXPENSE	0.00	1,250.00	(1,250.00)	3,000.00	(3,000.00)
PROFESSIONAL SERVICES	7,006.35	16,666.70	(9,660.35)	40,000.00	(32,993.65)
REMODEL SENIOR BUILDING	58,772.75	0.00	58,772.75	0.00	58,772.75
REPAIR & MAINT - OFFICE EQUIP	640.01	2,083.35	(1,443.34)	5,000.00	(4,359.99)
TECHNICAL SUPPORT	877.50	2,083.35	(1,205.85)	5,000.00	(4,122.50)
TRAVEL, TRAINING & MEETINGS	6,324.01	6,250.00	74.01	15,000.00	(8,675.99)
UTILITIES EXPENSES	16,040.45	16,666.70	(626.25)	40,000.00	(23,959.55)
<b>Expenses</b>	<b>\$208,411.41</b>	<b>\$226,445.15</b>	<b>(\$18,033.74)</b>	<b>\$543,467.50</b>	<b>(335,056.09)</b>
<b>Revenue Less Expenditures</b>	<b>(\$208,411.41)</b>	<b>(\$226,445.15)</b>		<b>(\$543,467.50)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$208,411.41)</b>	<b>(\$226,445.15)</b>		<b>(\$543,467.50)</b>	

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2011	Jan 2011	Jan 2011	Jan 2011	Jan 2011
	Actual	Budget	Variance	Dec 2011	Dec 2011
					Variance
<b>ANIMAL CONTROL DEPT</b>					
<b>Expenses</b>					
FUEL EXPENSES	994.16	604.20	389.96	1,450.00	(455.84)
MATERIALS & SUPPLIES EXPENSE	908.80	217.95	690.85	523.00	385.80
NEW EQUIPMENT PURCHASE	0.00	333.35	(333.35)	800.00	(800.00)
PAYROLL EXP - REGULAR	16,431.99	17,291.70	(859.71)	41,500.00	(25,068.01)
PROFESSIONAL SERVICES	6,144.00	6,708.35	(564.35)	16,100.00	(9,956.00)
REPAIR & MAINT - EQUIPMENT	172.72	208.35	(35.63)	500.00	(327.28)
TELECOMMUNICATION EXPENSES	418.15	312.50	105.65	750.00	(331.85)
TRAVEL, TRAINING & MEETINGS	0.00	208.35	(208.35)	500.00	(500.00)
UNIFORMS/GEAR EXPENSE	243.69	208.35	35.34	500.00	(256.31)
<b>Expenses</b>	<b>\$25,313.51</b>	<b>\$26,093.10</b>	<b>(\$779.59)</b>	<b>\$62,623.00</b>	<b>(37,309.49)</b>
<b>Revenue Less Expenditures</b>	<b>(\$25,313.51)</b>	<b>(\$26,093.10)</b>		<b>(\$62,623.00)</b>	
<b>Net Change in Fund Balance</b>	<b>(\$25,313.51)</b>	<b>(\$26,093.10)</b>		<b>(\$62,623.00)</b>	

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Actual	Budget	Variance	Actual	Budget	Variance	Jan 2011	Dec 2011
<b>BUILDING PERMIT DEPT</b>								
<b>Expenses</b>								
FUEL EXPENSES	684.33	958.35	(274.02)	2,300.00	(1,615.67)			
MATERIALS & SUPPLIES EXPENSE	0.00	83.35	(83.35)	200.00	(200.00)			
PAYROLL EXP - REGULAR	33,040.93	34,056.70	(1,015.77)	81,736.00	(48,695.07)			
REPAIR & MAINT - EQUIPMENT	384.70	208.35	176.35	500.00	(115.30)			
TELECOMMUNICATION EXPENSES	418.17	583.35	(165.18)	1,400.00	(981.83)			
TRAVEL, TRAINING & MEETINGS	175.00	208.35	(33.35)	500.00	(325.00)			
UNIFORMS/GEAR EXPENSE	198.42	208.35	(9.93)	500.00	(301.58)			
<b>Expenses</b>	<b>\$34,901.55</b>	<b>\$36,306.80</b>	<b>(\$1,405.25)</b>	<b>\$87,136.00</b>	<b>(\$2,234.45)</b>			
Revenue Less Expenditures	(\$34,901.55)	(\$36,306.80)		(\$87,136.00)				
Net Change in Fund Balance	(\$34,901.55)	(\$36,306.80)		(\$87,136.00)				

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		
	Jan 2011	May 2011	Jan 2011	May 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011	
	Actual	Budget	Variance				Variance		
<b>FIRE DEPT</b>									
<b>Expenses</b>									
FIRE TRUCK LOAN PAYMENT	97,875.95	16,666.70	81,209.25	40,000.00	57,875.95				
FUEL EXPENSES	2,838.55	2,291.70	546.85	5,500.00	(2,661.45)				
HAZMAT EXPENSES	1,369.90	583.35	786.55	1,400.00	(30.10)				
MATERIALS & SUPPLIES EXPENSE	2,020.42	2,083.35	(62.93)	5,000.00	(2,979.58)				
MISCELLANEOUS EXPENSE	0.00	208.35	(208.35)	500.00	(500.00)				
NEW EQUIPMENT PURCHASE	552.95	833.35	(280.40)	2,000.00	(1,447.05)				
PAYROLL EXP - REGULAR	44,876.38	71,875.00	(26,998.62)	172,500.00	(127,623.62)				
REPAIR & MAINT - EQUIPMENT	924.54	1,250.00	(325.46)	3,000.00	(2,075.46)				
REPAIR & MAINT - TRUCK	3,645.03	1,250.00	2,395.03	3,000.00	645.03				
TELECOMMUNICATION EXPENSES	1,004.61	1,250.00	(245.39)	3,000.00	(1,995.39)				
TRAVEL, TRAINING & MEETINGS	1,700.36	1,041.70	658.66	2,500.00	(799.64)				
UNIFORMS/GEAR EXPENSE	672.43	2,548.75	(1,876.32)	6,117.00	(5,444.57)				
<b>Expenses</b>	<b>\$157,481.12</b>	<b>\$101,882.25</b>	<b>\$55,598.87</b>	<b>\$244,517.00</b>	<b>(87,035.88)</b>				
<b>Revenue Less Expenditures</b>	<b>(\$157,481.12)</b>	<b>(\$101,882.25)</b>		<b>(\$244,517.00)</b>					
<b>Net Change in Fund Balance</b>	<b>(\$157,481.12)</b>	<b>(\$101,882.25)</b>		<b>(\$244,517.00)</b>					

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date Jan 2011 May 2011 Actual	Year-To-Date Jan 2011 May 2011 Budget	Year-To-Date Jan 2011 May 2011 Variance	Annual Budget Jan 2011 Dec 2011	Annual Budget Jan 2011 Dec 2011 Variance
<b>LAW ENFORCE - COURT</b>					
<b>Expenses</b>					
BOOKING FEES	170.00	833.35	(663.35)	2,000.00	(1,830.00)
MATERIALS & SUPPLIES EXPENSE	37.16	1,658.35	(1,621.19)	3,980.00	(3,942.84)
MISCELLANEOUS EXPENSE	0.00	244.60	(244.60)	587.00	(587.00)
PAYROLL EXP - REGULAR	67,018.39	36,250.00	30,768.39	87,000.00	(19,981.61)
PRINTING EXPENSE	0.00	166.65	(166.65)	400.00	(400.00)
SPECIAL COURT COSTS	0.00	416.65	(416.65)	1,000.00	(1,000.00)
<b>Expenses</b>	<b>\$67,225.55</b>	<b>\$39,569.60</b>	<b>\$27,655.95</b>	<b>\$94,967.00</b>	<b>(27,741.45)</b>
Revenue Less Expenditures	(\$67,225.55)	(\$39,569.60)		(\$94,967.00)	
Net Change in Fund Balance	(\$67,225.55)	(\$39,569.60)		(\$94,967.00)	

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2011	Jan 2011	Jan 2011	Jan 2011	Jan 2011
	Actual	Budget	Variance	Dec 2011	Dec 2011
					Variance
<b>LAW ENFORCE - POLICE</b>					
<b>Expenses</b>					
BREATHALYZER EXPENSES	225.92	416.70	(190.78)	1,000.00	(774.08)
DRUG TASK FORCE	0.00	416.70	(416.70)	1,000.00	(1,000.00)
FUEL EXPENSES	12,605.43	14,064.60	(1,459.17)	33,755.00	(21,149.57)
MATERIALS & SUPPLIES EXPENSE	12,977.13	8,875.00	4,102.13	21,300.00	(8,322.87)
MISCELLANEOUS EXPENSE	0.00	416.70	(416.70)	1,000.00	(1,000.00)
NEW EQUIPMENT PURCHASE	4,851.10	10,625.00	(5,773.90)	25,500.00	(20,648.90)
PAYROLL EXP - REGULAR	194,171.32	214,914.60	(20,743.28)	515,795.00	(321,623.68)
PAYROLL EXP - SRO	20,352.73	22,377.10	(2,024.37)	53,705.00	(33,352.27)
REPAIR & MAINT - AUTOMOBILES	6,414.71	4,166.70	2,248.01	10,000.00	(3,585.29)
REPAIR & MAINT - EQUIPMENT	9.38	625.00	(615.62)	1,500.00	(1,490.62)
TELECOMMUNICATION EXPENSES	1,055.33	1,250.00	(194.67)	3,000.00	(1,944.67)
TRAVEL, TRAINING & MEETINGS	1,304.84	833.35	471.49	2,000.00	(695.16)
UNIFORMS/GEAR EXPENSE	245.26	1,458.35	(1,213.09)	3,500.00	(3,254.74)
	<b>Expenses \$254,213.15</b>	<b>\$280,439.80</b>	<b>(\$26,226.65)</b>	<b>\$673,055.00</b>	<b>(418,841.85)</b>
	<b>Revenue Less Expenditures (\$254,213.15)</b>	<b>(\$280,439.80)</b>		<b>(\$673,055.00)</b>	
	<b>Net Change in Fund Balance (\$254,213.15)</b>	<b>(\$280,439.80)</b>		<b>(\$673,055.00)</b>	

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date Jan 2011 May 2011 Actual	Year-To-Date Jan 2011 May 2011 Budget	Year-To-Date Jan 2011 May 2011 Variance	Annual Budget Jan 2011 Dec 2011	Annual Budget Jan 2011 Dec 2011 Variance
<b>LIBRARY</b>					
<b>Expenses</b>					
LIBRARY TRANSFER	9,429.00	7,857.50	1,571.50	18,858.00	(9,429.00)
Expenses	<u>\$9,429.00</u>	<u>\$7,857.50</u>	<u>\$1,571.50</u>	<u>\$18,858.00</u>	<u>(9,429.00)</u>
Revenue Less Expenditures	<u>(\$9,429.00)</u>	<u>(\$7,857.50)</u>		<u>(\$18,858.00)</u>	
Net Change in Fund Balance	<u>(\$9,429.00)</u>	<u>(\$7,857.50)</u>			<u>(\$18,858.00)</u>



**GENERAL FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2011	Jan 2011	Jan 2011	Jan 2011	Jan 2011
	Actual	Budget	Variance	Dec 2011	Dec 2011
<b>PARKS DEPT</b>					
<b>Expenses</b>					
CAPITAL IMPROVEMENT	0.00	12,083.35	(12,083.35)	29,000.00	(29,000.00)
FUEL EXPENSES	65.97	625.00	(559.03)	1,500.00	(1,434.03)
MATERIALS & SUPPLIES EXPENSE	1,037.31	1,760.45	(723.14)	4,225.00	(3,187.69)
MISCELLANEOUS EXPENSE	742.28	625.00	117.28	1,500.00	(757.72)
PAYROLL EXP - REGULAR	16,842.19	18,375.00	(1,532.81)	44,100.00	(27,257.81)
PROFESSIONAL SERVICES	0.00	416.70	(416.70)	1,000.00	(1,000.00)
REPAIR & MAINT - EQUIPMENT	578.88	0.00	578.88	0.00	578.88
REPAIR & MAINT - OFFICE EQUIP	0.00	625.00	(625.00)	1,500.00	(1,500.00)
UTILITIES EXPENSES	1,161.21	754.20	407.01	1,810.00	(648.79)
	<b>\$20,427.84</b>	<b>\$35,264.70</b>	<b>(\$14,836.86)</b>	<b>\$84,635.00</b>	<b>(64,207.16)</b>
Revenue Less Expenditures	(\$20,427.84)	(\$35,264.70)		(\$84,635.00)	
Net Change in Fund Balance	(\$20,427.84)	(\$35,264.70)		(\$84,635.00)	

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2011 May 2011 Actual	Jan 2011 May 2011 Budget	Jan 2011 May 2011 Variance	Jan 2011 Dec 2011	Jan 2011 Dec 2011 Variance
<b>TRANSFERS BETWEEN FUNDS</b>					
<b>Revenue</b>					
STREET CITY SALES TAX	38,304.55	0.00	38,304.55	0.00	38,304.55
STREET COUNTY TURNBACK	18,620.95	0.00	18,620.95	0.00	18,620.95
STREET STATE TURNBACK	107,538.90	0.00	107,538.90	0.00	107,538.90
	<b>Revenue \$164,464.40</b>	<b>\$0.00</b>	<b>\$164,464.40</b>	<b>\$0.00</b>	<b>164,464.40</b>
<b>Expenses</b>					
STREET CITY SALE TAX	38,304.55	0.00	38,304.55	0.00	38,304.55
STREET COUNTY TURNBACK	18,620.95	0.00	18,620.95	0.00	18,620.95
STREET STATE TURNBACK	107,538.90	0.00	107,538.90	0.00	107,538.90
	<b>Expenses \$164,464.40</b>	<b>\$0.00</b>	<b>\$164,464.40</b>	<b>\$0.00</b>	<b>164,464.40</b>

**STREET FUND**  
**Balance Sheet**  
**05/31/11**

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	Book Value May 2011 Actual	Book Value May 2010 Actual
<b>Assets</b>		
<b>Current Assets</b>		
<b>Cash</b>		
STREET FUND CHECKING ACCT	179,483.04	253,305.84
STREET FUND MONEY MARKET	257,345.41	506,899.01
<b>Total Current Assets</b>	<b>\$436,828.45</b>	<b>\$760,204.85</b>
<b>Total Assets</b>	<b>\$436,828.45</b>	<b>\$760,204.85</b>
<b>Fund Balance</b>		
<b>Suplus Carryover</b>		
CY SURPLUS (DEFICIT)	(249,822.09)	73,554.31
FUND BALANCE	686,650.54	686,650.54
<b>Total Fund Balance</b>	<b>\$436,828.45</b>	<b>\$760,204.85</b>
<b>Total Liabilities and Equity</b>	<b>\$436,828.45</b>	<b>\$760,204.85</b>

## STREET FUND

### Statement of Revenue and Expenditures

	Year-To-Date Jan 2011 May 2011 Actual	Year-To-Date Jan 2011 May 2011 Budget	Year-To-Date Jan 2011 May 2011 Variance	Annual Budget Jan 2011 Dec 2011	Annual Budget Jan 2011 Dec 2011 Variance
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
INTEREST REVENUES	67.79	333.35	(265.56)	800.00	(732.21)
MISCELLANEOUS REVENUES	155.01	41.65	113.36	100.00	55.01
STREET CITY SALES TAX	38,304.55	37,500.00	804.55	90,000.00	(51,695.45)
STREET COUNTY TURNBACK	18,620.95	12,500.00	6,120.95	30,000.00	(11,379.05)
STREET STATE TURNBACK	107,538.90	92,208.35	15,330.55	221,300.00	(113,761.10)
<b>Revenue</b>	<b>\$164,687.20</b>	<b>\$142,583.35</b>	<b>\$22,103.85</b>	<b>\$342,200.00</b>	<b>(177,512.80)</b>
<b>Expenses</b>					
FUEL EXPENSES	3,422.15	2,625.00	797.15	6,300.00	(2,877.85)
INSURANCES EXPENSE		958.35	(958.35)	2,300.00	(2,300.00)
MATERIALS & SUPPLIES EXPENSE	7,194.13	6,250.00	944.13	15,000.00	(7,805.87)
MISCELLANEOUS EXPENSE		416.70	(416.70)	1,000.00	(1,000.00)
NEW EQUIPMENT PURCHASE		12,500.00	(12,500.00)	30,000.00	(30,000.00)
PAYROLL EXP - REGULAR	64,197.51	60,833.35	3,364.16	146,000.00	(81,802.49)
PROFESSIONAL SERVICES	7,983.74	4,166.65	3,817.09	10,000.00	(2,016.26)
REPAIR & MAINT - EQUIPMENT	1,933.44	2,083.35	(149.91)	5,000.00	(3,066.56)
STREET LIGHTS	16,070.57	14,583.35	1,487.22	35,000.00	(18,929.43)
STREET/ROAD REPAIRS	5,280.00	34,166.70	(28,886.70)	82,000.00	(76,720.00)
TELECOMMUNICATION EXPENSES	1,033.01	750.00	283.01	1,800.00	(766.99)
TRAVEL, TRAINING & MEETINGS	149.68	416.70	(267.02)	1,000.00	(850.32)
UNIFORMS/GEAR EXPENSE	341.11	750.00	(408.89)	1,800.00	(1,458.89)
UTILITIES EXPENSES	2,595.72	2,083.35	512.37	5,000.00	(2,404.28)
<b>Expenses</b>	<b>\$110,201.06</b>	<b>\$142,583.50</b>	<b>(\$32,382.44)</b>	<b>\$342,200.00</b>	<b>(231,998.94)</b>
<b>Revenue Less Expenditures</b>	<b>\$54,486.14</b>	<b>(\$0.15)</b>		<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>	<b>\$54,486.14</b>	<b>(\$0.15)</b>		<b>\$0.00</b>	

### Fund Balances

Beginning Fund Balance	382,342.31		
Net Change in Fund Balance	54,486.14	(0.15)	0.00
Ending Fund Balance	436,828.45		

#### Report Options

Fund: STREET FUND  
 Period: 05/01/11 to 05/31/11  
 Detail Level: Level 1 Accounts  
 Display Account Categories: No  
 Display Subtotals: No  
 Revenue Reporting Method: Actual - Budget  
 Expense Reporting Method: Actual - Budget

**LIBRARY FUND**  
**Balance Sheet**  
**05/31/11**

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	Book Value May 2011 Actual	Book Value May 2010 Actual
<b>Assets</b>		
<b>Current Assets</b>		
<b>Cash</b>		
LIBRARY CHECKING ACCT	33,778.41	40,896.46
LIBRARY MONEY MARKET	30,180.43	30,156.01
<b>Total Current Assets</b>	<b>\$63,958.84</b>	<b>\$71,052.47</b>
<b>Total Assets</b>	<b>\$63,958.84</b>	<b>\$71,052.47</b>
<b>Fund Balance</b>		
<b>Suplus Carryover</b>		
CY SURPLUS (DEFICIT)	19,398.12	26,491.75
FUND BALANCE	44,560.72	44,560.72
<b>Total Fund Balance</b>	<b>\$63,958.84</b>	<b>\$71,052.47</b>
<b>Total Liabilities and Equity</b>	<b>\$63,958.84</b>	<b>\$71,052.47</b>

## LIBRARY FUND

### Statement of Revenue and Expenditures

	Year-To-Date Jan 2011 May 2011 Actual	Year-To-Date Jan 2011 May 2011 Budget	Year-To-Date Jan 2011 May 2011 Variance	Annual Budget Jan 2011 Dec 2011	Annual Budget Jan 2011 Dec 2011 Variance
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
FINES & COSTS	1,340.43	1,250.00	(90.43)	3,000.00	1,659.57
INTEREST REVENUES	9.42		(9.42)		(9.42)
MISCELLANEOUS REVENUES	291.31		(291.31)		(291.31)
TRANS FROM GENERAL FUND	9,429.00	7,857.50	(1,571.50)	18,858.00	9,429.00
WASHINGTON CO LIBRARY REVE	54,323.35	50,688.35	(3,635.00)	121,652.00	67,328.65
<b>Revenue</b>	<b>\$65,393.51</b>	<b>\$59,795.85</b>	<b>(\$5,597.66)</b>	<b>\$143,510.00</b>	<b>78,116.49</b>
<b>Expenses</b>					
BOOKS AND MEDIA	15,161.63	15,000.00	161.63	36,000.00	(20,838.37)
INSURANCES EXPENSE		416.70	(416.70)	1,000.00	(1,000.00)
LIBRARY RESERVE		4.20	(4.20)	10.00	(10.00)
MATERIALS & SUPPLIES EXPENSE	2,209.55	2,291.70	(82.15)	5,500.00	(3,290.45)
MISCELLANEOUS EXPENSE		208.35	(208.35)	500.00	(500.00)
NEW EQUIPMENT PURCHASE	1,089.28	1,666.70	(577.42)	4,000.00	(2,910.72)
PAYROLL EXP - REGULAR	30,576.18	33,750.00	(3,173.82)	81,000.00	(50,423.82)
POSTAGE EXPENSE	135.54	250.00	(114.46)	600.00	(464.46)
PROGRAMS EXPENSE	40.23	208.35	(168.12)	500.00	(459.77)
TECHNICAL SUPPORT	996.94	1,208.35	(211.41)	2,900.00	(1,903.06)
TRAVEL, TRAINING & MEETINGS		416.70	(416.70)	1,000.00	(1,000.00)
UTILITIES EXPENSES	3,247.47	4,375.00	(1,127.53)	10,500.00	(7,252.53)
<b>Expenses</b>	<b>\$53,456.82</b>	<b>\$59,796.05</b>	<b>(\$6,339.23)</b>	<b>\$143,510.00</b>	<b>(90,053.18)</b>
<b>Revenue Less Expenditures</b>	<b>\$11,936.69</b>	<b>(\$0.20)</b>		<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>	<b>\$11,936.69</b>	<b>(\$0.20)</b>		<b>\$0.00</b>	

#### Fund Balances

Beginning Fund Balance	52,022.15		
Net Change in Fund Balance	11,936.69	(0.20)	0.00
Ending Fund Balance	63,958.84		

#### Report Options

Fund: LIBRARY FUND  
 Period: 05/01/11 to 05/31/11  
 Detail Level: Level 1 Accounts  
 Display Account Categories: No  
 Display Subtotals: No  
 Revenue Reporting Method: Budget - Actual  
 Expense Reporting Method: Actual - Budget

## PARKS AND RECREATION MEETING

CHAIRPERSON: Sherry Mathews

Meeting: May 26, 2010

Members Present: Patsy Pike, Lisa Sharp, Pam Delaney

Guests-Gary Noe, Melissa McCarville, Geoff Bates

### Points of Discussion:

- 1) Discussed cost of the playground equipment that Kim Kyle priced for us which is around \$64,814.00 and the cost to install would be \$12,880.00.
- 2) A concrete base and interlocking padded tiles would cost considerably more. Still checking out the options for the playground area (ground cover).
- 3) Pavilion-cost for the small covered pavilion (28 feet wide) would be \$20,644.00 plus \$13,000.00 for installation and the concrete.
- 4) A large pavilion (40 ft. wide) is \$29,735.00 plus \$19,840.00 for installation and the concrete.
- 5) Gary Noe mentioned that he does business for the current ball programs with Best Sports and that he can usually get a good discount. We will consider using them for all the equipment that we need to purchase.
- 6) Discussed having a Registry on the City of Farmington Website. Similar to a bridal registry but citizens can pick from a list of items needed or they can donate money for the ballpark project.
- 7) Listed are just a few of the items that will probably be on the City of Farmington website:  
Sets of bases, home plate, fence toppers, hanging bat racks, chalking line painter, grills, picnic tables, trash cans, mowers, weed eaters, wheelbarrows, hand drags for baselines, field rakes, etc.



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

## MEMO

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Thomas, City Clerk  
From: Melissa McCarville  
Re: Request approval of low bid for drainage work on Northaven  
Date: June 8, 2011

### **Recommendation**

City staff recommends approving accepting the low bid of \$23,130 from Fochtman Enterprises.

### **Background**

This project has been discussed for several years. Garver Engineering prepared plans and specs. This project includes adding several ditches to an area where considerable flooding occurs. The project was advertised per requirements and only one bid was received.

### **Discussion**

Fochtman has done several jobs for us in the past several years. We are always pleased with their work and their timeliness.

### **Budget Impact**

This project will be paid out of the Street Department and is a budgeted item.





# DAVIS BUSINESS PLANNING



P.O. Box 3381  
Fayetteville, Arkansas 72702  
Telephone Number: 479-935-4572  
Fax Number: 479-935-4573  
Web Site: [Davisbusinessplanning.com](http://Davisbusinessplanning.com)

June 1, 2011

Melissa McCarville  
Business Manager  
City of Farmington  
P. O. Box 150  
Farmington, AR 72730

SUBJECT: Strategic Plan Update

Dear Ms. McCarville;

Davis Business Planning is pleased to submit the attached contract for Strategic Planning services. This proposed contract was developed in response to conversations with Farmington City Council and the Mayor at Farmington's May meeting.

I draw your attention to page 6 of the enclosed agreement that lists the tasks and timeline for obtaining input for this process. It is very important that a wide variety of input be sought and obtained in order to ensure community buy-in. As part of the proposed process, individual and group interviews will be conducted with various stakeholders, a facilitated meeting with the key stakeholders is proposed for the purpose of refining the input for a community-wide survey. The survey is to be distributed to Farmington residents and Farmington School district patrons that do not live within Farmington city limits. Once the data from the interviews and survey has been assembled and analyzed there will be two (2) facilitated meetings with the key stakeholders to prioritize the findings and create action plans to implement the prioritized findings.

Representatives of Davis Business Planning intend to be at the June 13 meeting to answer any questions concerning the strategic planning process.

Again, Davis Business Planning thanks Farmington for the opportunity to provide these services.

Sincerely,

Stephen L Davis



## CONSULTING CONTRACT

THIS AGREEMENT is made as of **June 13, 2011** between City of Farmington, Arkansas ("Farmington") and Davis Business Planning, LLC ("DBP") for a Strategic Plan Update.

WHEREAS, DBP facilitated a Strategic Planning for the City of Farmington, Arkansas in 2007 and the City of Farmington desires an update of the Farmington 2007 Strategic Plan;

THEREFORE; DBP proposes to conduct a Strategic Plan Update for Farmington, Arkansas and provide the following:

### **Scope of Services**

- Interview the City of Farmington elected officials and department heads, Farmington Planning Commission, Farmington School District officials, Farmington Chamber of Commerce representatives, and identified community leaders, as needed.
  - Facilitate a work session with the participants listed above and key stakeholders.
  - Assist Farmington City Business Manager with design of post card to send to all citizens (including those that fall outside of the city limits but still reside in the Farmington School District).
  - Prepare an online survey (and paper version, if needed) to get citizen input.
  - Analyze Survey Data and present the results back to the groups (listed above).
  - Facilitate a series of 3 workshops with key groups (listed above) and citizens who wish to participate to discuss findings, prioritize and create action plans.
  - Prepare a report that documents the results of the 2011 Strategic Plan Update.
1. Services. DBP agrees to perform for Farmington the services listed in the Scope of Services section above. Farmington agrees that DBP shall have ready access to Farmington's staff and resources as necessary to perform the services stipulated by this agreement.
  2. Deliverables: DBP and Farmington agree that the deliverables for this agreement are as follows:

- A. Facilitated meeting(s) - Up to Three (3).
  - B. Interviews: individual or group – as needed
  - C. Survey Instrument – One (1)
  - D. Prioritized listing of Strategic Goals
  - E. Final Report – one (1) paper copy and an electronic copy in Adobe Acrobat.
3. Period of Performance. DBP and Farmington agree that the period of performance for this agreement shall be from June 14, 2011 through November 30, 2011.
4. Rate of Payment for Services. Farmington agrees to pay DBP a lump sum of \$9,600.00 for Services listed above in Scope of Services. DBP and Farmington agree that incidental expenses (printing and mailing, etc.) for conducting the survey shall be paid by Farmington directly to the vendor(s).

### **Terms and Conditions**

- A. Invoicing. DBP shall invoice Farmington monthly, in equal installments, for the term of this agreement and Farmington shall pay the invoices submitted within thirty (30) days of the invoice date.
- B. Confidential Information. Each party hereto (Farmington and DBP) shall hold in trust for the other party hereto, and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party.

DBP hereby acknowledges that during the performance of this contract, the DBP may learn or receive confidential Farmington information and therefore DBP hereby confirms that all such information relating to the Farmington's business will be kept confidential by the DBP, except to the extent that such information is required to be divulged to the DBP's clerical or support staff or associates in order to enable DBP to perform DBP's contract obligation.

- C. Relationship: DBP, DBP sub-consultant(s) and DBP staff are independent contractors and neither DBP, nor DBP's sub-consultants nor DBP's staff is or shall be deemed to be employed by Farmington. Farmington is hereby contracting with DBP for the services described in Scope of Services and DBP reserves the right to determine the method, manner and mean by which the services will be performed. DBP is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Farmington's premises, then DBPs time spent at the premises is to be at the discretion of the DBP; subject to the Farmington's normal business hours and security requirements. DBP hereby confirms to Farmington that Farmington will not be required to furnish or provide any training to DBP to enable DBP to perform services required hereunder. The services shall be performed by DBP or DBP's staff, and Farmington shall not be required to hire, supervise or pay any assistants to help DBP who performs the

services under this agreement. DBP shall not be required to devote DBP's full time nor the full time of DBP's staff to the performance of the services required hereunder, and it is acknowledged that DBP has other Clients and DBP offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of DBP. Except to the extent that the DBP's work must be performed on or with Farmington's computers or Farmington's existing software, all materials used in providing the services shall be provided by DBP. DBP's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for DBP's failure to perform the contract's specification as required hereunder and conversely, subject to Farmington's obligation to make full and timely payment(s) for DBP's services as set forth in Section 4 and Terms and Conditions Section A above, DBP shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph H hereof. Farmington shall not provide any insurance coverage of any kind for DBP, DBP's sub-consultant(s) or DBP's staff, and Farmington will not withhold any amount that would normally be withheld from an employee's pay. DBP shall take appropriate measures to ensure that DBP's staff is competent and that they do not breach Section B hereof.

- D. Use of Work Product. Except as specifically set forth in writing and signed by both Farmington and DBP, DBP shall have all copyright and patent rights with respect to all materials developed under this contract, and Farmington is hereby granted a non-exclusive license to use and employ such materials within the Farmington's business.
- E. Farmington Representative. Ernie Penn or designee shall represent the City of Farmington during the performance of this contract with respect to the services and deliverables as defined herein.
- F. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the State of Arkansas. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section F were not a part hereof.

- G. Taxes. Any and all taxes, except income, self-employment and employment taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Farmington. DBP shall be responsible for any taxes or penalties assessed by reason of any

claims that DBP is an employee of Farmington and Farmington and DBP specifically agree that DBP is not an employee of Farmington.

#### LIMITED WARRANTY

- H. Liability. DBP warrants to Farmington that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Farmington and DBP. DBP makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall DBP be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to DBP in advance or could have been reasonably foreseen by DBP, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Farmington shall be limited to the extent of any claim paid through insurance coverage maintained by DBP. DBP shall have no liability beyond any payment made under applicable insurance policies.
- I. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of DBP by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Farmington acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.
- J. Applicable Law. DBP shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation. This Agreement shall be construed in accordance with the laws of the State of Arkansas.
- K. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.
- L. Additional Work. Any work which adds to the Scope of Services shall not be initiated until the additional work has been approved by appropriate Farmington officials.

M. Notices.

(i). Notices to Farmington should be sent to: City of Farmington, Arkansas  
ATTN: Ernie Penn, Mayor  
P. O. Box 150  
Farmington, AR 72730

(ii). Notices to DBP should be sent to: Davis Business Planning, LLC  
ATTN: Stephen Davis  
P. O. Box 3381  
Fayetteville, AR 72702

N. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

City of Farmington, Arkansas

Davis Business Planning, LLC

\_\_\_\_\_  
Ernie Penn, Mayor

  
\_\_\_\_\_  
Stephen Davis, Member

\_\_\_\_\_  
Kelly Thomas, City Clerk

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Strategic Plan Update Task Listing

### Scope of Services

- Interview individually or as members of a group, as needed.

- **Suggested dates (June 14 through July 1)**

<b>Member/Group</b>	<b>Suggested Date(s)</b>
Mayor, City Clerk, City Attorney	June 14 – June 17
City Council	June 20 – June 24
Planning Commission	June 20 and June 27
Department Heads	June 20 - June 24
Farmington School Superintendent	June 20 – July 1
Farmington School Board	June 27 – July 1
Farmington Chamber of Commerce	June 20 – July 1
Valley View POA	June 20 – July 1
Farmington Senior Center Director	June 20 – July 1

- **Work Session #1**  
Facilitate a work session with the Farmington City Council, Planning Commission, Department heads, and key stakeholders (Farmington School District, Chamber of Commerce).
  - **Suggested date – July 25**
- Assist Farmington City Business Manager with design of post card to send to all citizens (including those that fall outside of the city limits but still reside in the Farmington School District).
  - **Suggested completion date – July 15**
- Prepare an online survey and paper version to get citizen input.
  - **Draft survey questions to City Council – August 1**
  - **Discussion and approval of questions – August 8**
  - **Survey sent out August 12**
  - **Survey closes September 9**
- Analyze Survey Data and present the results back to the groups (listed above).
  - **Draft survey report September 30**
- **Work Session #2 and Work Session #3**  
Facilitate up to 2 workshops with key groups (listed above) and citizens who wish to participate to discuss findings, prioritize and create action plans.
- **Completed by October 31**
- Prepare a report that documents the results of the 2011 Strategic Plan Update.
  - **Completed by November 30**

STATE OF ARKANSAS  
COUNTY OF  
WASHINGTON

**RESOLUTION OF THE GOVERNING BOARD  
OF THE CITY OF FARMINGTON, ARKANSAS**

**WHEREAS**, the City Council of the City of Farmington, Arkansas desires to enter into an Interlocal Cooperation Agreement to participate in the TAPS cooperative purchasing program offered by the Dawson Education Cooperative; and

**WHEREAS** the City Council is of the opinion that participation in this program will be highly beneficial to the district through the anticipated savings to be realized; and

**WHEREAS** the Public Agency and Dawson Education Cooperative are authorized to enter into such agreement by the Arkansas Interlocal Cooperation Act,

**Now, therefore, be it resolved that the City Council of the City of Farmington, Arkansas** does hereby authorize and approve of entering into the Interlocal Cooperation Agreement with Dawson Education Cooperative for participation in the TAPS cooperative purchasing program for the purposes stated therein.

**Adopted this 13<sup>th</sup> day of June, 2011, by the City Council of the City of Farmington, Arkansas.**

\_\_\_\_\_  
(Authorizing Signature)

*Kelly Thomas, City Clerk*

\_\_\_\_\_  
(Authorizing Signature)

*Ernie Penn, Mayor*

***This legal document will remain current on file until either party severs the agreement***



# INTERLOCAL COOPERATION AGREEMENT

## Public Agency

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the **Dawson Education Cooperative** (ADEC@) and the City of Farmington, Arkansas (collectively, the AParties@) pursuant to the Arkansas Interlocal Cooperation Act. ARK. CODE ANN. ' 25-20-101 *et seq.*

## RECITALS

**WHEREAS** DEC is a political subdivision of Arkansas. ARK. CODE. ANN. 06-13-1002(a); and

**WHEREAS** DEC has a legislative mandate to assist Education Entities or Higher Ed Divisions in using resources more effectively through cooperative purchasing. ARK. CODE. ANN. 06-13-1002(b)(2);

**WHEREAS** The City of Farmington is a political subdivision of Arkansas. ARK. CODE. ANN. 06-13-101 *et seq.*

**WHEREAS** the Arkansas Interlocal Cooperation Act authorizes public agencies to enter into agreements for joint cooperative action with other public agencies in order to exercise any governmental powers, privileges or authority that both agencies have in common. ARK. CODE. ANN. 25-20-101 *et seq.*;

**NOW THEREFORE**, the Parties **HEREBY** agree as follows:

### **I Duration**

This Agreement is effective beginning June 13, 2011 and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal.

### **L Purpose**

The purpose of this Agreement shall be to provide cooperative purchasing services to the City of Farmington, Arkansas through a program known as the Texas Arkansas Purchasing System (ATAPS@) Program.

The purpose of the TAPS Program shall be to obtain substantial savings for participating education cooperatives, public schools and other public agencies through volume purchasing. TAPS objective shall be to provide participating education service centers and cooperatives and their school districts and other public agencies opportunities for greater efficiency and economy

in acquiring goods and services. Specifically, TAPS shall:

- X Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- X Provide competitive price solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by individual entities.
- X Provide quick and efficient delivery of goods and services by contracting with high performance vendors.
- X Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- X Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- X Assist entities in maintaining the essential controls for budget and accounting purposes.

### **III. Financing**

This cooperative undertaking shall be financed by charging vendors a commission based upon the total volume of goods provided by said participating vendor. No costs shall be incurred by DEC or its member public agencies.

### **IV. Termination**

This Agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

### **V. Obligations of the Parties**

DEC shall:

1. Coordinate with TAPS in order to provide for the administration of the program for DEC member districts.
2. Provide member with procedures for ordering, delivery, and billing.

[Member] shall:

1. Commit to participate in the program by an authorized signature in the appropriate space below
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official

- products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
  5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
  6. Pay vendors in a timely manner for all goods and services received.

## **VI. General Provisions**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

All notices required by this Agreement shall be sent to the addresses listed below.

## **VII. Authorization**

DEC has entered into this Agreement to provide cooperative purchasing opportunities to its members.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable laws.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**MEMBER INFORMATION**

<u>Melissa McCarville</u> Member Purchasing Contact Name	<u>Melissa McCarville</u> Member Purchasing Technology Contact Name
<u>P.O. Box 150</u> Street Address	<u>P.O. Box 150</u> Street Address
<u>Farmington, AR 72730</u> City, State Zip	<u>Farmington, AR 72730</u> City, State Zip
<u>479-267-3865</u> Purchasing Contact's Phone Number	<u>479-267-3865</u> Technology Contact's Phone Number
<u>479-267-3805</u> Purchasing Contact's Fax Number	<u>479-267-3805</u> Technology Contact's Fax Number
<u>melissamccarville@cityoffarmington-ar.gov</u> Purchasing Contact's email address	<u>melissamccarville@cityoffarmington-ar.gov</u> Technology Contact's email address

**AUTHORIZATION**

**Public Agency**

**Dawson Education Cooperative**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Becky Jester

Title: Mayor

Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INSTRUCTIONS**

Please mail two signed original Interlocal Agreements to the Dawson Education Cooperative, Attn: Becky Jester, Executive Director, Dawson Education Cooperative, 711 Clinton Street, Suite 201, Arkadelphia, AR 71923. Upon execution, a signed original will be returned to the Purchasing Contact listed above with a TAPS Welcome Letter and Awarded Vendor Directory with purchasing instructions.



STATE OF ARKANSAS  
**Department of Finance  
and Administration**

**OFFICE OF STATE PROCUREMENT**  
1509 West Seventh Street, Suite 300  
Little Rock, Arkansas 72201-4222  
Phone: (501) 324-9316  
Fax (501) 324-9311  
<http://www.arkansas.gov>

August 27, 2008

Mr. Jay Bauman  
Texas Arkansas Purchasing System  
2230 North Edwards  
Mt. Pleasant, TX 75456-1894

Dear Mr. Bauman:

I have reviewed the provided documentation from TAPS (Texas Arkansas Purchasing System) regarding its practices and procedures in the procurement of commodities and services. It appears that TAPS contracts substantially meet the requirements of Arkansas statutes, rules and remedies in accordance with the provisions of ACA 19-11-256 and 19-11-201, et. seq.

This cooperative agreement with TAPS (Texas Arkansas Purchasing System) would apply to purchases by any Arkansas State Agency, including higher education entities, or political subdivision (counties, municipalities, and school districts).

Should any questions arise, please contact this office.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jane Benton".

Jane T. Benton, Director  
Office of State Procurement



May 26, 2011

The Honorable Ernie Penn  
Mayor  
City of Farmington  
P. O. Box 150  
Farmington, AR 72730

Dear Mayor Penn:

Pursuant to the Sanitation Services Contract between Waste Management of Arkansas, Inc. (Waste Management) and the City of Farmington for residential collection, recycling, transfer and disposal services, Waste Management is entitled to an adjustment to reflect the change in the Consumer Price Index. Effective July 1, 2011, based on a 3.2% upward fluctuation in the Consumer Price Index ("CPI-U) published by the United States Department of Labor Statistics, the following rates will apply:

<u>SERVICE</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Curbside Garbage	\$ 11.30 per resident	\$ 11.66
Curbside Recycle	\$ 2.74 per resident	\$ 2.83
<u>SR. SERVICE</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Curbside Garbage	\$ 8.23 per resident	N/A
Curbside Recycle	\$ 2.50 per resident	N/A

Enclosed with this letter is documentation from the United States Department of Labor, Bureau of Labor Statistics, reflecting the 3.2% fluctuation.

Sincerely,

Kevin Gardner  
Waste Management

enc.

Cc: Steve Tennant, City Attorney  
Melissa McCarville, City Business Manager  
David Myhan, WM Market Area VP  
George Wheatley, WM Director/PSS  
Rachel McCool, WM Ops Specialist

**Consumer Price Index - All Urban Consumers**  
**Original Data Value**

Series Id: CUUR0000SA0, CUUS0000SA0  
 Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2010 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179
2011	220.223	221.309	223.467	224.906								



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

## MEMO

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Thomas, City Clerk  
From: Melissa McCarville  
Re: Request approval of bid for lights and installation for Farmington Sport's Complex  
Date: June 9, 2011

### **Recommendation**

City staff and our consulting engineer recommend approval of the bid from Musco Lighting for \$368,000 plus tax (initially we will have to pay \$37,720 in tax, but we will get a rebate for \$37,463.75\*) and Pick-It Construction for \$179,350 for a total of \$585,070.

### **Background**

A few weeks ago you gave approval to bid the remaining items for the Sport's Complex. Lighting was included in that approval.

### **Discussion**

Musco Lighting and Pick-It Construction are a part of the TIPS and TAPS program (as described in item #12 on the agenda) which is approved by Arkansas DF&A as an inter-local purchasing system. Because of this relationship we do not need to "bid" this purchase. Musco indicated that it would take 3 to 4 weeks for the lights to come in so we wanted to approve the purchase now so that the order could be placed. Musco is working in cooperation with Pick-It Construction to provide the installation of the lights. Pick-It is covered under TIPS and TAPS agreement and will be using Hill Electric to complete the work. In addition to the electric for the lighting, this bid covers electrical needs for the entire project.

### **Budget Impact**

This purchase will be paid for out of the bond proceeds set aside for this project.

\*We only have to pay tax on the first \$2,500 of any single purchase. Our actual tax liability after rebate will be \$256.25.





Quote

**Farmington Sports Complex**  
**Farmington, AR**  
**Date: June 7, 2011**  
**To: Ernie Penn, City of Farmington**

**TIPS AND TAPS**  
**Master project: 146396**  
**Contract Number: 8022510**  
**Expiration: 02/24/2012**  
Commodity: Sports Facility Lighting NEW

---

Musco is proud to offer the following benefits and price for the Farmington Sports Complex:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light levels of 50 footcandles infield, 30 footcandles outfield, for 25 years, +/- 10% per IESNA RP-06-01
- One group re-lamp at the end of the lamps' rated life, 5000 hours

---

Light Structure Green™ System delivered to you site

- (23) Pre-cast concrete bases
- (23) Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- (143) Factory-aimed and assembled luminaires
- (2) Control Link® Control & Monitoring Systems for flexible control and solid management of your lighting system, with lighting contactors sized for 480 Volt three phase

---

***Quotation Price***

**Musco's Light Structure Green™ as described above and delivered to the job site \$368,000**

***Sales tax, labor, and unloading of the equipment is not included as part of this quote.***

**Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production.**

***Notes***

---

Quote is based on:

- Shipment of entire project together to one location
- Musco Lighting Design #1381212r2
- Confirmation of pole locations prior to production

Fax or Mail a copy of the Purchase Order to Region 8 Service Center and Musco Sports Lighting:

Region 8 Educations Service Center  
Att: Kim Thompson  
PO Box 1894  
Mount Pleasant, TX 75456  
Fax: 866-839-8472  
E-mail: [tips@reg8.net](mailto:tips@reg8.net)

Musco Sports Lighting, LLC  
Att: Barb Davis  
PO Box 260  
Muscatine, IA 52761  
Fax: 800-374-6402  
E-mail: [Barb.Davis@musco.com](mailto:Barb.Davis@musco.com)

**All purchase orders should note that this is a TIPS and TAPS purchase.**

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

*Vaughn Blythe*  
Musco Sports Lighting, LLC  
Phone: 641-295-5255  
Fax: 800-374-6402  
E-mail: [Vaughn.blythe@musco.com](mailto:Vaughn.blythe@musco.com)

*Karen Robinson*  
Musco Sports Lighting, LLC  
Phone: 800-756-1205 ext. 4119  
Fax: 800-374-6402  
E-mail: [Karen.robinson@musco.com](mailto:Karen.robinson@musco.com)

**PICK-IT CONSTRUCTION, Inc.**  
**10024 NORTH CAMPBELL ROAD,**  
**FAYETTEVILLE, AR 72701**  
**(479)973-5109 Fax (479)571-3672**

June 9, 2011

PROPOSAL SUBMITTED TO: City of Farmington, Arkansas.

WORK PERFORMED AT: Farmington Sports Complex/ Farmington, Arkansas.

We propose to perform the labor and provide material necessary for the completion of: Electrical work Division 16 in accordance with plans and specifications:

**Material and Labor** **\$179,350**

**INCLUDED IN THIS PROPOSAL:** Install Musco lights per drawings dated 12/08/10 for baseball fields. Trenching, conduit, wire equipment, crane, dig pole bases, concrete placement for pole bases, stand poles, connect power to poles and service entrance. Daily site clean-up.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. We propose hereby to furnish materials and labor-complete in accordance with above specifications, for the sum of: **(179,350.00)** with payment to be made as follows:

**FINAL PAYMENT DUE UPON COMPLETION (NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, INTEREST WILL BE ADDED)**

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions please feel free to give me a call. **(479) 973-5109**

NOTE: This proposal may be withdrawn if not accepted by the 25<sup>th</sup> of the month on proposal.

Respectfully submitted: Nathan Ogden

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of **(\$179,350.00)**. Payment will be made as outlined above.

I, \_\_\_\_\_, wish to accept this proposal as specified above.

DATE: \_\_\_\_\_, SIGNATURE \_\_\_\_\_

DATE: 6/9/11 SIGNATURE   
Nathan Ogden, President

Please sign and return one copy to: Pick-it Construction, Inc.  
10024 North Campbell Road  
Fayetteville, AR 72701

IMPORTANT NOTICE TO OWNER(S)

OWNER(S) NAME(S): \_\_\_\_\_

I UNDERSTAND THAT EACH CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, ARCHITECT, ENGINEER, SURVEYOR, APPRAISER, LANDSCAPER, ABTRACTOR, OR TITLE INSURANCE AGENT SUPPLYING MATERIALS OR FIXTURES IS ENTITLED TO A LIEN AGAINST PROPERTY IF NOT PAID IN FULL FOR THE LABOR, SERVICES, MATERIALS, OR FIXTURES USED TO IMPROVE, CONSTRUCT, OR INSURE OR EXAMINE TITLE TO THE PROPERTY EVEN THOUGH THE FULL CONTRACT PRICE MAY HAVE BEEN PAID TO THE CONTRACTOR. I REALIZE THAT THIS LIEN CAN BE ENFORCED BY THE SALE OF THE PROPERTY IF NECESSARY. I AM ALSO AWARE THAT PAYMENT MY BE WITHHELD TO THE CONTRACTOR IN THE AMOUNT OF THE COST OF ANY MATERIALS OR LABOR NOT PAID FOR. I KNOW THAT IT IS ADVISABLE TO AND I MAY REQUIRE THE CONTRACTOR TO FURNISH TO ME A TRUE AND CORRECT FULL LIST OF ALL SUPPLIERS AND SERVICE PROVIDERS UNDER THE CONTRACT, AND I MAY CHECK WITH THEM TO DETERMINE IF ALL MATERIALS, LABOR, FIXTURES, AND SERVICES FURNISHED FOR THE PROPERTY HAVE BEEN PAID FOR. I MAY ALSO REQUIRE THE CONTRACTOR TO PRESENT LIEN WAIVERS BY ALL SUPPLIERS AND SERVICE PROVIDERS, STATING THAT THEY HAVE BEEN PAID IN FULL FOR SUPPLIES AND SERVICES PROVIDED UNDER THE CONTRACT, BEFORE I PAY THE CONTRACTOR IN FULL. IF A SUPPLIER OR OTHER SERVICE PROVIDER HAS NOT BEEN PAID, I MAY PAY THE SUPPLIER OR OTHER SERVICE PROVIDER AND CONTRACTOR WITH A CHECK MADE PAYABLE TO THEM JOINTLY.

SIGNED: \_\_\_\_\_

ADDRESS OF  
PROPERTY: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT THE SIGNATURE ABOVE IS THAT OF THE OWNER, REGISTERED AGENT OF THE OWNER, OR AUTHORIZED AGENT OF THE OWNER OF THE PROPERTY AT THE ADDRESS SET OUT ABOVE.

  
\_\_\_\_\_  
CONTRACTOR



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

## City Business Manager Report May 2011 City Council Meeting

- I attended the kick-off meeting for FEMA related to our recent storm damage. They will be sending a project manager here to tour our area and help us with the damage assessment. Until they come and visit I will not know the extent of the reimbursement we could expect. We will be asking about mitigation projects as well as projects related to damaged streets and drainage. If you have questions about a specific area please let me know.
- The planning commission has decided to take on the responsibility of completing a Master Trails Plan for the city. As we venture further into this process your thoughts and comments would be welcomed. Planning Commission meets the 4<sup>th</sup> Monday of the month, please plan to join us. If you cannot make those meetings I can pass on your written or verbal comments.
- **As the storm season gets closer make sure to tell you constituents about Code Red. We can help them sign up or they can go to the link on our web site. This is especially important as it relates to our recent storm activity.**
- Jimmy, Geoff Bates and I had our initial meeting with the state recreation grant folks. We will begin putting together the proper documentation to begin that process.

*"In matters of style, swim with the current; In matters of principle, stand like a rock."  
~T. Jefferson*



Farmington Fire Department  
372 West Main St.  
P.O. box 150 Farmington, AR 72730  
Phone 479-267-3338 Fax 479-267-3302

## May 2011 monthly council report for Mayor and City Council

May was a very different month for the fire department, we only had fifty-three documented calls but we had a lot of welfare calls that wasn't documented. The month was filled with calls derived from all the water and flooding problems that we received through the month of May. Peachtree Village had its share of problems with record breaking flooding. Peachtree had the worst flooding that they had ever seen then after they moved the residents and replaced all the sheet rock and carpet and things like that, we received another record breaking flood. They now have to replace all the sheet rock and carpet all over again. Over a year ago, I met with the head management team in charge of Peachtree Village and gave them the solution, in my opinion to the flooding issue and they didn't do it because it would cost them a lot of money and they were not interested in doing it. I suggested a retaining wall on the East side with some flood gates and was told the other day that they were going to do that now if the engineers agreed that that would help.

The fire department had several swift water rescues through the floods, some rescued from their cars when they drove out in the flooded roads and streets. We also had to rescue some out of their houses and apartments.

We also had several of my firefighters go to Joplin Mo. During their crisis, the devastation was unimaginable and hard to deal with at times. The team also went to Franklin county for rescues where the tornado hit there also, these were on the county USAR team, which is made up of mostly Farmington Firemen on the West side of the county.

Mark Cunningham

Fire Chief

**Journal from 5/1/2011 at 07:00 to 5/31/2011 at 20:00.**

00:00 \*\*\*\*\* Tuesday, May 03, 2011 \*\*\*\*\*  
 19:00 Weekly Meeting / Training:  
 19:00 1) 1 hour Vent/Enter/Search training.  
 19:00 2) 1 Hour Roof Applications Training. (01 Administrator)  
 00:00 \*\*\*\*\* Tuesday, May 10, 2011 \*\*\*\*\*  
 19:00 Weekly Meeting / Training:  
 19:00 1) Worked on Foam System on Engine 1  
 19:00 2) 1 hour Driver Training on all Appratus. (01 Administrator)  
 00:00 \*\*\*\*\* Tuesday, May 17, 2011 \*\*\*\*\*  
 19:00 Weekly Meeting / Training:  
 19:00 Training postponed due to multiple calls interrupting meeting. (01 Administrator)  
 00:00 \*\*\*\*\* Tuesday, May 24, 2011 \*\*\*\*\*  
 19:00 Weekly Meeting / Training:  
 19:00 1) Inspected all Farmington Schools.  
 19:00 2) Made Preparations for impending Storms. (01 Administrator)  
 00:00 \*\*\*\*\* Tuesday, May 31, 2011 \*\*\*\*\*  
 19:00 Weekly Meeting / Training:  
 19:00 Serviced as many Fire Hydrants as possible in duration of Meeting. (01  
 19:00 Administrator)

**Situation Type Summary**

MAY 2011 FFD CALL VOLUME

Prepared 6/3/2011

Situation Type	Dollar Loss	# of Incid's
100 Fire, other	1,000	1
311 Medical assist, assist EMS crew		35
322 Vehicle accident with injuries		2
324 Motor vehicle accident with no injuries		2
363 Swift water rescue		4
444 Power line down		1
611 Dispatched & canceled en route		2
632 Prescribed fire		1
651 Smoke scare, odor of smoke		2
715 Local alarm system, malicious false alar		1
733 Smoke detector activation due to malfunc		1
745 Alarm system sounded, no fire - unintent		1
<b>Total for all incidents</b>	<b>1,000</b>	<b>53</b>

# Farmington Police Dept.

Tickets Issued by Officer and Month for 2011

6/2/2011 7:48:03 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Belew, Justin	141	96	120	58	116	0	0	0	0	0	0	0	531
Bertorello, James	72	54	61	48	59	0	0	0	0	0	0	0	294
Bowen, Jerry	0	0	0	109	196	0	0	0	0	0	0	0	305
Hubbard, Brian	6	0	0	0	1	0	0	0	0	0	0	0	7
Kimball, Geoffrey	38	27	31	54	32	0	0	0	0	0	0	0	182
Luond, Clint	23	11	38	39	32	0	0	0	0	0	0	0	143
Parrish, Chad	3	2	0	0	3	0	0	0	0	0	0	0	8
Pleimann, Christopher	0	0	1	0	0	0	0	0	0	0	0	0	1
Thompson, Michael	4	0	0	10	0	0	0	0	0	0	0	0	14
Wilbanks, Mike	11	7	29	18	0	0	0	0	0	0	0	0	65
<b>Totals:</b>	<b>298</b>	<b>197</b>	<b>280</b>	<b>336</b>	<b>439</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1550</b>



# Farmington Police Dept.

Offenses for Month 5/2010 and 5/2011

6/2/2011 7:47:42 AM

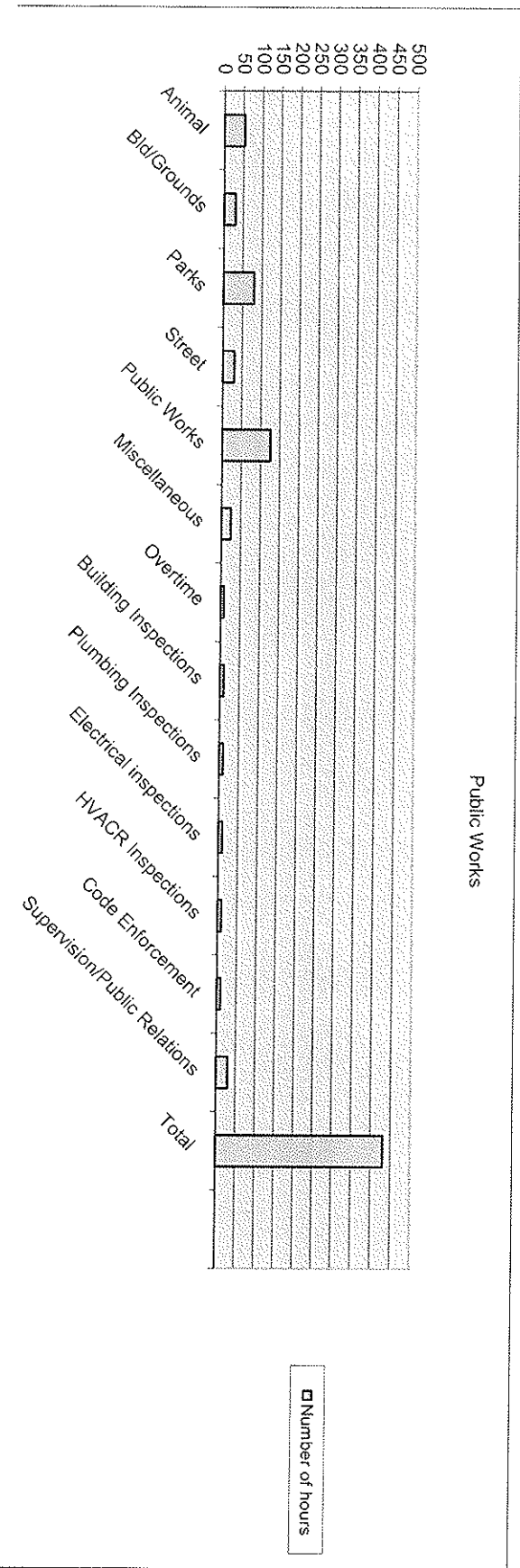
	<u>2010</u>	<u>2011</u>
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	1	0
BATTERY - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-13-203A(1)	1	2
BATTERY - 3RD DEGREE / RECKLESSLY CAUSES INJURY		
5-13-203A(2)	2	1
Breaking or Entering/Vehicle		
5-39-202	2	7
BURGLARY, COMMERCIAL		
5-39-201B(1)	1	0
BURGLARY, RESIDENTIAL		
5-39-201A(1)	2	0
CARELESS DRIVING		
27-51-104	5	1
CRIMINAL IMPERSONATION / 2ND DEGREE / ASSUMES FALSE IDENTITY		
5-37-208(2)	0	1
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OF \$500 OR LESS		
5-38-203A(1)	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS		
5-38-204A(2)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204A(1)	1	0
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES		
5-39-203A	2	0
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES		
5-39-203A	1	0
DISORDERLY CONDUCT / IN PUBLIC EXPOSES THEIR PRIVATE PARTS		
5-71-207A(9)	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	1	0
Drivers License Required		
27-16-602	0	1
DRIVING ON SUSPENDED LICENSE		
27-16-303	2	1
DWI (UNLAWFUL ACT)		
5-65-103A	1	0
DWI (UNLAWFUL ACT)		
5-65-103A	6	4
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION		

	<u>2010</u>	<u>2011</u>
5-65-105	1	0
ENDANGERING THE WELFARE OF MINOR - 3RD DEGREE		
5-27-207	1	0
Excess Speed		
27-51-201	0	1
FAILURE TO APPEAR		
5-54-120	16	5
Failure to Maintain Control		
27-51-201(A)	0	1
FAILURE TO PAY FINES & COSTS		
5-4-203	12	9
Failure to Yield		
27-51-503	0	1
Flight from Officer/foot		
5-54-125C3d1	0	1
Following Too Close		
27-51-305	1	0
FORGERY		
5-37-201	1	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER IS STOLEN		
5-37-207A(1)	0	1
HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM		
5-71-209A(1)	1	0
Leaving Scene of Accident/Property Damage		
27-53-102	0	3
Left of Center		
27-51-301	1	0
POSSESSING INSTRUMENTS OF CRIME		
5-73-102	0	2
POSSESSION OF A CONTROLLED SUBSTANCE		
5-64-401	1	2
PUBLIC INTOXICATION - DRINKING IN PUBLIC		
5-71-212	5	1
REFUSAL TO SUBMIT		
5-65-205	2	0
Right of Roadway		
27-51-301(A)	0	1
Run Stop(red) Light		
27-51-107	0	1
RUNAWAY		
90I	0	2
SEXUAL ASSAULT 2ND DEGREE / SEXUAL CONTACT / FORCIBLE COMPULSION		
5-14-125A(1) A.C.C	0	1
SEXUAL ASSAULT 2ND DEGREE/SUSPECT UNDER 18/VICTIM UNDER 14		
5-14-125a(5)(A)	1	0

	<u>2010</u>	<u>2011</u>
SEXUAL ASSAULT 3RD DEGREE / SEXUAL INTERCOURSE		
5-14-126A A.C.C.	0	1
TERRORISTIC THREATENING - 1ST DEGREE / THREATENS PROPERTY DAMAGE		
5-13-301A(1A)	0	1
TERRORISTIC THREATENING/2nd Degree		
5-13-301(2)A	0	2
THEFT BY DECEPTION		
5-36-103(a)(2)(b)	0	1
THEFT BY RECEIVING		
5-36-106	0	1
THEFT GREATER THAN \$ 2,500.FROM BUILDING		
5-36-103B(1)	1	0
THEFT GREATER THAN \$ 500 AND LESS THAN \$2,500 ALL OTHERS		
5-36-103B(2)	0	1
THEFT GREATER THAN \$ 500 AND LESS THAN \$2,500 FROM BUILDING		
5-36-103B(2)	0	2
THEFT GREATER THAN \$ 500 AND LESS THAN \$2,500 FROM VEHICLE		
5-36-103B(2)	0	1
THEFT LESS THAN \$ 500 ALL OTHERS		
5-36-103B(5)	2	0
THEFT LESS THAN \$ 500 FROM BUILDING		
5-36-103B(5)	1	0
THEFT LESS THAN \$ 500 FROM VEHICLE		
5-36-103B(5)	0	4
THEFT LESS THAN \$ 500 FROM VEHICLE PARTS/ACCESSORIES		
5-36-103B(5)	2	3
THEFT OF PROPERTY - LOST, MISLAID, DELIVERED BY MISTAKE		
5-36-105	2	0
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	2	0
UNAUTHORIZED USE OF A VEHICLE		
5-36-108	0	1
Unlawful Use of Drivers License		
27-16-302	0	1
VIOLATION OF A PROTECTION ORDER		
5-53-134	0	1
<b>Totals:</b>	<b>82</b>	<b>72</b>

# Public Works Monthly Report For May 2011 By Man Hours

	Number of hours
Animal	30
Bid/Grounds	100
Parks	50
Street	155
Public Works	338
Miscellaneous	0
Overtime	10
Building Inspections	20
Plumbing Inspections	20
Electrical inspections	20
HVACR Inspections	20
Code Enforcement	15
Supervision/Public Relations	40
<b>Total</b>	<b>818</b>



**Farmington Public Library  
May 2011 Statistics**

Number of library card issued:  
30

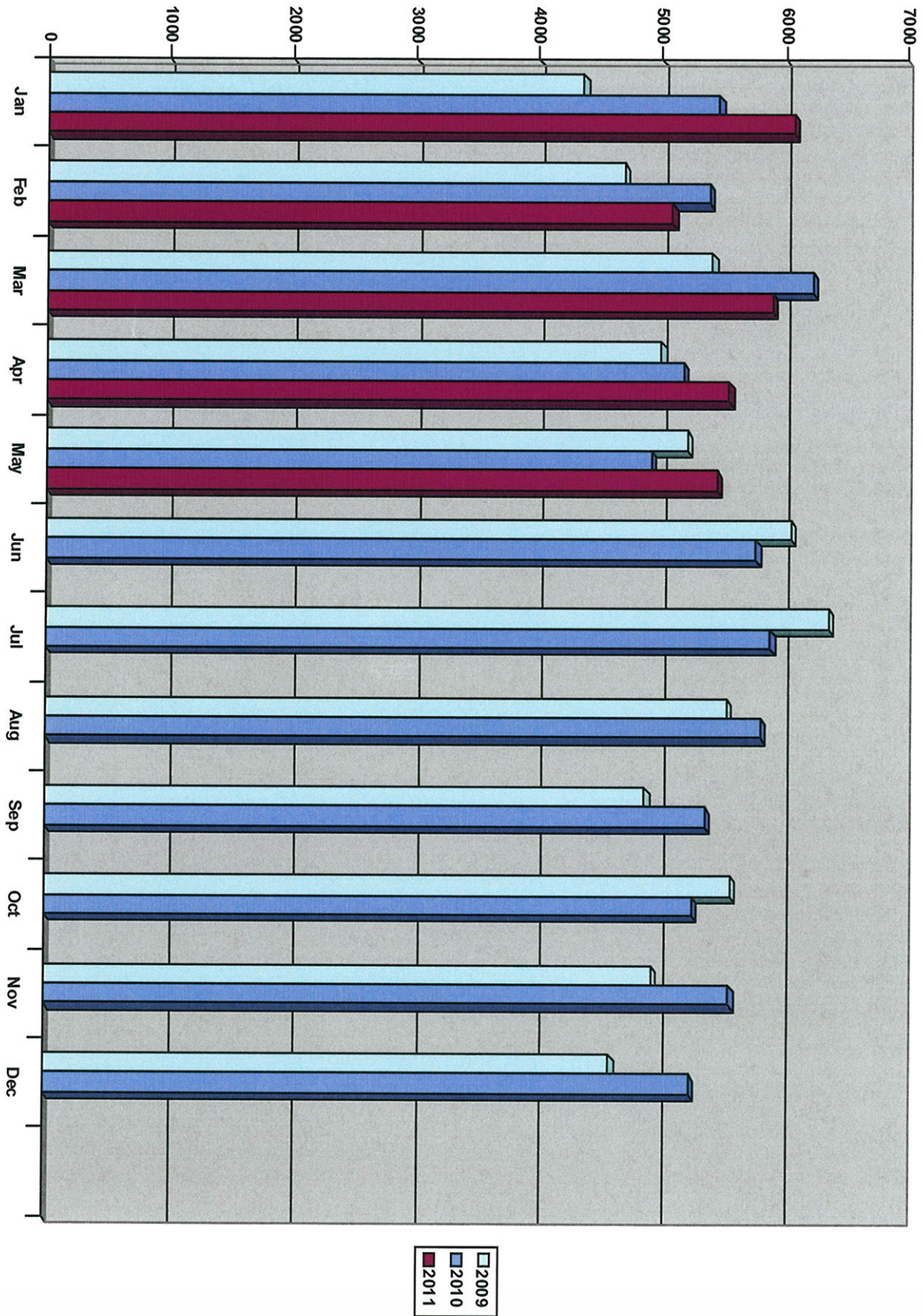
Daily patron visits:  
2093 door counter  
100 for preschool story time

Number of patrons using the computers:  
app. 372

Number of hours on computers (approximately):  
558

Total number of items checked out from Farmington Public Library:  
5450

# Farmington Circulation 2008 - 2010



PLANNING COMMISSION MINUTES  
MARCH 28, 2011

1. ROLL CALL

Present

Absent

Josh Clary (arrived at 6:05)

Sean Schader

Matt Hutcherson

Toni Bahn

Robert Mann

Gerry Harris

Judy Horne

Bobby Wilson

2. APPROVAL OF MINUTES OF FEBRUARY 28, 2011

Chairman Mann called for question. Minutes were approved.

3. Comments from Citizens: NONE

4. PUBLIC HEARING:

A. Renewal of Conditional Use Request-renewal of daycare

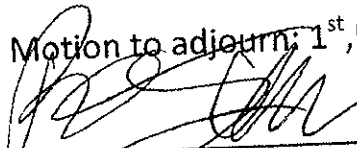
Property Location: 46 Saxony

Presented by: Candice Sawin

Chairman Mann called for question. Renewal granted.

Please consider this your official notification for Planning Commission Work Session on April 18, 2011.

Motion to adjourn: 1<sup>st</sup>, B. Wilson, 2<sup>nd</sup> M. Hutcherson

  
Secretary, Planning Commission

  
Chairman, Planning Commission