



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

CITY COUNCIL AGENDA
March 12, 2012

A regular meeting of the Farmington City Council will be held on
Monday, March 12, 2012 at 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Thomas
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes – February 13, 2012 minutes
6. Financial Reports.
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
 - e. Finance Committee
 - f. Sewer Committee

UNFINISHED BUSINESS

10. Ordinance No. 2012-02 Establish a Permitting Process and Privilege Permit for Selling or Dispensing any Controlled Beverage Within the City of Farmington, Arkansas by Businesses Licensed by the State to Sell Alcoholic Beverages; Levying Permit Fees and a City Supplemental Tax of Five Percent Upon the Annual Gross Receipts Which are Derived Therefrom; Repealing any Ordinance in Conflict Therewith; Establishing Penalties for the Violation of these Provisions; Establishing Effective Dates; and Other Purposes. (Third Reading)

NEW BUSINESS

11. Request approval of change order for Rainsong drainage improvements.
12. Request approval to accept bid for concession services.
13. Request approval to pay invoice for electrical installation at the 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 February 13, 2012

The regular meeting of the Farmington City Council scheduled for Monday, February 13, 2012 was called to order at 6:00 p.m. by Mayor Ernie Penn. City Clerk Kelly Thomas called the roll and the following Aldermen answered to their names: Patsy Pike, Sherry Mathews, Keith Lipford, Janie Steele, Brenda Cunningham, Shelly Parsley, Bobby Morgan and Terry Yopp. A quorum was declared (8). Also present were Financial Officer Jimmy Story, City Business Manager McCarville and City Attorney Tennant. After Mayor Penn led the pledge of allegiance, he then opened the public comment portion of the meeting for citizens. There were no speakers

Approval of the minutes for January 9, 2012 Meeting - On the motion of Alderwoman Steele and seconded by Alderwoman Cunningham and by the consent of all members present, the minutes were approved, accepted and filed as amended by the City Clerk (8/0).

Financial Reports – City Clerk Thomas informed the council that the city sales tax was up \$3100.66 and the county sales tax was up \$20,185.78.

Entertain a motion to read all Ordinances and Resolutions by title only – On the motion of Alderman Lipford and seconded by Alderwoman Parsley and by the consent of all members present (8/0), it was approved to read all Ordinances and Resolutions by title only at this meeting.

**Proclamations, Special Announcements, Committee/Commission Appointments
Reappointment of Planning Commissioners**

There were none.

Committee Reports

Street Department

Alderman Morgan informed the council that the bid for the curb at Valley View came in too high and they will use alternate methods to take care of the problem. The East Creek project cost is estimated at \$6000.00 and we are waiting on an easement agreement. The Meadow Sweet drainage issue is still being looked at; the costs have been too high. Geoff Bates is working to talk with property owners with regards to property easements.

Parks & Recreation Department

Alderwoman Mathews informed the council her committee had met and were working on several things. A copy of the meetings minutes was included in the council packet. The committee is looking at a brick contribution program for the sports complex. Patsy Pike has donated a flag pole and message board in honor of C.D. Pike.

Old Business

Ordinance No 2012-02 Establish a Permitting Process and Privilege Permit for Selling or Dispensing any Controlled Beverage Within the City of Farmington, Arkansas by Businesses Licensed by the State of Arkansas to sell Alcoholic Beverages; Levying Permit Fees and a City Supplemental Tax of Five Percent Upon the Annual Gross Receipts Which are Derived Therefrom; Repealing any Ordinance in conflict Therewith; Establishing Penalties for the Violation of these provisions; Establishing Effective Dates; and Other Purposes.

A motion was made by Alderwoman Steele and seconded by Alderwoman Parsley to place Ordinance 2012-02 on its first reading by title only. City Attorney Tennant read the ordinance. The motion passed 8/0.

New Business

Request approval to remove 3 radio tags (tag # 1023, 929 & 953) and a light bar (tag # 0044) from Fire Department inventory.

A motion was made by Alderman Morgan and seconded by Alderwoman Pike to approve removal of 3 radio tags (tag # 1023, 929 & 953) and a light bar (tag # 0044) from Fire Department inventory. The motion passed 8/0.

Request approval for a new position and salary for a firefighter

A motion was made by Alderman Yopp and seconded by Alderman Morgan to approve the new position and salary for firefighter. The motion passed 8/0.

Resolution No. 2012-01 Confirming Continued Use Agreement Between the City of Farmington and Farmington School District for a Softball Field located at 234 Rheas Mill

A motion was made by Alderman Yopp and seconded by Alderwoman Cunningham to approve Resolution No. 2012-02. City Attorney Tennant read the resolution. The motion passed 8/0.

Request approval of continued agreement with the City of Fayetteville regarding animal services.

A motion was made by Alderwoman Steele and seconded by Alderwoman Cunningham to approve the continued agreement with the City of Fayetteville regarding animal services. The motion passed 8/0.

Recommendation for Audit Services

A motion was made by Alderman Lipford and seconded by Alderwoman Steele to approve the retention of Przybysz & Associates for Audit Services.

The motion passed 8/0.

Report on Strategic Planning

Teresa Ray provided the council with a handout and gave a brief presentation with regards to the recent Strategic Planning meetings.

There being no further business to come before the Council, and on the motion of Alderwoman Steele and Seconded by Alderman Lipford and by the consent of all members present, the meeting adjourned at 7:04 p.m., until the next regularly scheduled meeting to be held on Monday, March 12, 2012 at six o'clock p.m. in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

City Clerk Kelly Thomas

GENERAL FUND
Balance Sheet
02/29/12

		Book Value Feb 2012 Actual	Book Value Feb 2011 Actual
Assets			
Current Assets			
Cash			
	CATASTROPHIC MONEY MARKET	87,903.56	87,863.01
	CITY OF FARM - PARK FUND	386,273.21	81,688.18
	FARMINGTON SENIOR CENTER BL	(1,525.00)	15.25
	GEN. C.D.(COL.FIRE LOAN)	189,415.44	187,439.56
	GENERAL FUND CHECKING ACCT	491,953.77	255,171.18
	GENERAL FUND MONEY MARKET	1,001,357.58	1,760,614.24
	Total Current Assets	\$2,155,378.56	\$2,372,791.42
	Total Assets	\$2,155,378.56	\$2,372,791.42
Fund Balance			
Suplus Carryover			
	CY SURPLUS (DEFICIT)	235,992.22	453,405.08
	FUND BALANCE	1,919,386.34	1,919,386.34
	Total Fund Balance	\$2,155,378.56	\$2,372,791.42
	Total Liabilities and Equity	\$2,155,378.56	\$2,372,791.42

GENERAL FUND
SALES TAX REPORT
02/01/12 to 02/29/12

	Feb 2012	Feb 2011
	Feb 2012	Feb 2011
	Actual	Actual
Revenue		
CITY SALES TAX REVENUES	27,312.28	26,049.32
SALES TAX - OTHER	83,788.97	81,759.15
STREET CITY SALES TAX	9,104.09	8,683.10
Total Revenue	\$120,205.34	\$116,491.57
Total Net Income (Loss) From Operations	\$120,205.34	\$116,491.57
Total Net Income (Loss)	\$120,205.34	\$116,491.57

GENERAL FUND
General Ledger
05/01/09 to 02/29/12

Transaction Date	Transaction Number	Name / Description	Debits	Credits
NEW PARK DONATIONS				
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	TOSS REGISTRATION		125.00
11/17/09	016438	MEMORIAL FOR C.D. PIKE		50.00
11/18/09	016439	TOSS REGISTRATION		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	TOSS REGISTRATION		75.00
12/08/09	016455	MEMORIAL FOR C.D. PIKE		250.00
12/13/09	016460	MEMORIAL FOR C.D. PIKE		160.00
01/03/10	016481	LOUIS' GARAGE		30.00
01/05/10	016483	LOUIS' GARAGE		25.00
01/06/10	016484	LOUIS' GARAGE		25.00
01/10/10	016487	LOUIS' GARAGE		50.00
01/11/10	016488	LOUIS' GARAGE		15.00
01/17/10	016489	LOUIS' GARAGE		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
06/01/11	016840	Memory of Jim Devault		45.00
06/09/11	016844	Memory of Jim Devault		25.00
06/21/11	016849	Memory of Jim Devault		20.00
07/11/11	016845	Memory of Jim Devault		50.00
08/30/11	016896	walton foundation		10,000.00
10/17/11	016926	rosatis pizza		100.00
10/17/11	016925	green oak		200.00
10/20/11	016931	NORTHWEST ARKANSAS NEWSPAPERS		250.00
10/31/11	016940	wal mart		600.00
11/02/11	016946	ARVEST BANK		4,250.00
11/09/11	016953	eye center		100.00
11/13/11	016955	BANK OF FAYETTEVILLE		2,500.00
11/28/11	016962	PRAIRIE GROVE TELEPHONE		5,000.00
11/28/11	016961	gibson real estate		325.00
11/29/11	016964	DARRIN TAYLOR INSURANCE		325.00
12/06/11	016973	FRANKLIN AND SON		200.00
12/11/11	016977	REFUND OF CITY SALES TAX		15,533.75
12/30/11	016988	in memory of C.D Pike		855.00
01/01/12	016993	IN MEMORY OF C.D. PIKE		125.00
01/06/12	016995	RAZORBACK PIZZA		335.00

GENERAL FUND
General Ledger
05/01/09 to 02/29/12

Transaction Date	Transaction Number	Name / Description	Debits	Credits
01/13/12	016999	FIRST FEDERAL		325.00
01/16/12	017002	BANK OF FAYETTEVILLE		2,500.00
01/26/12	017012	HILL ELECTRIC		5,000.00
02/14/12	017029	packaging specialities		5,000.00
02/28/12	017029	SONIC		4,248.29
Net Activity for: NEW PARK DONATIONS				\$91,561.08
Ending Balance				\$91,561.08

Report Options

Display Individual Items:
Period: 05/01/09 to 02/29/12
Account: NEW PARK DONATIONS
Fund: GENERAL FUND
Display Notation: No

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Variance	Variance
Revenue & Expenditures								
GENERAL REVENUES								
Revenue								
ACCIDENT REPORT REVENUES	80.00	200.00	(120.00)				1,200.00	(1,120.00)
ACT 833	0.00	2,333.34	(2,333.34)				14,000.00	(14,000.00)
ANIMAL CONTROL REVENUES	245.00	416.66	(171.66)				2,500.00	(2,255.00)
BUILDING INSPECTION FEES	1,374.21	2,500.00	(1,125.79)				15,000.00	(13,625.79)
BUSINESS LICENSES	3,075.00	833.34	2,241.66				5,000.00	(1,925.00)
CITY COURT FINES	13,674.90	13,333.34	341.56				80,000.00	(66,325.10)
CITY SALES TAX REVENUES	50,850.01	48,333.34	2,516.67				290,000.00	(239,149.99)
COUNTY TURNBACK	29,126.06	62,166.66	(33,040.60)				373,000.00	(343,873.94)
DEVELOPMENT FEES	0.00	166.66	(166.66)				1,000.00	(1,000.00)
FRANCHISE FEES	69,207.62	45,588.30	23,619.32				273,530.00	(204,322.38)
GARAGE SALE PERMITS	30.00	583.34	(553.34)				3,500.00	(3,470.00)
GRANTS	38,095.44	0.00	38,095.44				0.00	38,095.44
INTEREST REVENUES	127.43	500.00	(372.57)				3,000.00	(2,872.57)
MISCELLANEOUS REVENUES	12,028.42	200.00	11,828.42				1,200.00	10,828.42
NEW PARK DONATIONS	17,533.29	0.00	17,533.29				0.00	17,533.29
PARK RENTAL/DONATIONS	0.00	200.00	(200.00)				1,200.00	(1,200.00)
SALES TAX - OTHER	155,222.46	134,880.66	20,341.80				809,284.00	(654,061.54)
SPORTS COMPLEX FEES	26,455.00	5,000.00	21,455.00				30,000.00	(3,545.00)
SRO REIMBURSEMENT REVENUES	4,771.82	5,166.66	(394.84)				31,000.00	(26,228.18)
STATE TURNBACK	24,732.56	15,833.30	8,899.26				95,000.00	(70,267.44)
Revenue	\$446,629.22	\$338,235.60	\$108,393.62				\$2,029,414.00	(1,582,784.78)
Revenue Less Expenditures	\$446,629.22	\$338,235.60					\$2,029,414.00	
Net Change in Fund Balance	\$446,629.22	\$338,235.60					\$2,029,414.00	

GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Jan 2012	Variance
ADMINISTRATIVE DEPT								
Expenses								
ADDITIONAL SERVICES EXPENSE	13,303.86	14,166.66	(862.80)		85,000.00		(71,696.14)	
ADVERTISING EXPENSE	213.19	416.66	(203.47)		2,500.00		(2,286.81)	
Baseball Construction Expense	212,208.58	0.00	212,208.58		0.00		212,208.58	
BUILDING MAINT & CLEANING	2,148.20	8,333.34	(6,185.14)		50,000.00		(47,851.80)	
CAPITAL IMPROVEMENT	138,896.59	0.00	138,896.59		0.00		138,896.59	
INSURANCES EXPENSE	50.00	3,333.34	(3,283.34)		20,000.00		(19,950.00)	
LEGAL FEES	0.00	1,666.66	(1,666.66)		10,000.00		(10,000.00)	
MATERIALS & SUPPLIES EXPENSE	4,379.98	3,333.34	1,046.64		20,000.00		(15,620.02)	
MISCELLANEOUS EXPENSE	735.58	333.34	402.24		2,000.00		(1,264.42)	
NEW EQUIPMENT PURCHASE	0.00	1,666.66	(1,666.66)		10,000.00		(10,000.00)	
PAYROLL EXP - CITY ATTRNY	0.00	4,549.16	(4,549.16)		27,295.00		(27,295.00)	
PAYROLL EXP - ELECTED OFFICIA	7,203.78	9,416.70	(2,212.92)		56,500.00		(49,296.22)	
PAYROLL EXP - REGULAR	20,926.48	31,000.00	(10,073.52)		186,000.00		(165,073.52)	
PLANNING COMMISSION	645.90	2,000.00	(1,354.10)		12,000.00		(11,354.10)	
POSTAGE EXPENSE	28.12	500.00	(471.88)		3,000.00		(2,971.88)	
PROFESSIONAL SERVICES	8,707.10	6,666.66	2,040.44		40,000.00		(31,292.90)	
REPAIR & MAINT - OFFICE EQUIP	582.79	833.34	(250.55)		5,000.00		(4,417.21)	
TECHNICAL SUPPORT	97.50	833.34	(735.84)		5,000.00		(4,902.50)	
TRAVEL, TRAINING & MEETINGS	541.38	2,500.00	(1,958.62)		15,000.00		(14,458.62)	
UTILITIES EXPENSES	5,205.36	6,666.66	(1,461.30)		40,000.00		(34,794.64)	
Expenses	\$415,874.39	\$98,215.86	\$317,658.53		\$589,295.00		(173,420.61)	
Revenue Less Expenditures	(\$415,874.39)	(\$98,215.86)			(\$589,295.00)			
Net Change in Fund Balance	(\$415,874.39)	(\$98,215.86)			(\$589,295.00)			

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Variance	Variance
ANIMAL CONTROL DEPT								
Expenses								
FUEL EXPENSES	256.47	266.66	(10.19)		1,600.00		(1,343.53)	
MATERIALS & SUPPLIES EXPENSE	158.75	100.00	58.75		600.00		(441.25)	
NEW EQUIPMENT PURCHASE	0.00	133.34	(133.34)		800.00		(800.00)	
PAYROLL EXP - REGULAR	6,124.49	7,250.00	(1,125.51)		43,500.00		(37,375.51)	
PROFESSIONAL SERVICES	578.00	2,683.34	(2,105.34)		16,100.00		(15,522.00)	
REPAIR & MAINT - EQUIPMENT	47.15	83.34	(36.19)		500.00		(452.85)	
TELECOMMUNICATION EXPENSES	230.41	166.66	63.75		1,000.00		(769.59)	
TRAVEL, TRAINING & MEETINGS	0.00	83.34	(83.34)		500.00		(500.00)	
UNIFORMS/GEAR EXPENSE	0.00	88.00	(88.00)		528.00		(528.00)	
Expenses	\$7,395.27	\$10,854.68	(\$3,459.41)		\$65,128.00		(57,732.73)	
Revenue Less Expenditures	(\$7,395.27)	(\$10,854.68)			(\$65,128.00)			
Net Change in Fund Balance	(\$7,395.27)	(\$10,854.68)			(\$65,128.00)			

**GENERAL FUND
Statement of Revenue and Expenditures**

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Variance	Variance
BUILDING PERMIT DEPT								
Expenses								
FUEL EXPENSES	396.84	416.66	(19.82)		2,500.00		(2,103.16)	
MATERIALS & SUPPLIES EXPENSE	0.00	83.34	(83.34)		500.00		(500.00)	
PAYROLL EXP - REGULAR	12,184.84	13,833.34	(1,648.50)		83,000.00		(70,815.16)	
REPAIR & MAINT - EQUIPMENT	0.00	36.84	(36.84)		221.00		(221.00)	
TELECOMMUNICATION EXPENSES	230.41	233.34	(2.93)		1,400.00		(1,169.59)	
TRAVEL, TRAINING & MEETINGS	0.00	333.34	(333.34)		2,000.00		(2,000.00)	
UNIFORMS/GEAR EXPENSE	0.00	166.66	(166.66)		1,000.00		(1,000.00)	
Expenses	\$12,812.09	\$15,103.52	(\$2,291.43)		\$90,621.00		(77,808.91)	
Revenue Less Expenditures	(\$12,812.09)	(\$15,103.52)			(\$90,621.00)			
Net Change in Fund Balance	(\$12,812.09)	(\$15,103.52)			(\$90,621.00)			

**GENERAL FUND
Statement of Revenue and Expenditures**

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Jan 2012	Variance
FIRE DEPT								
Expenses								
FUEL EXPENSES	965.04	1,083.34	(118.30)		6,500.00		(5,534.96)	
HAZMAT EXPENSES	1,369.90	233.34	1,136.56		1,400.00		(30.10)	
MATERIALS & SUPPLIES EXPENSE	279.84	1,166.66	(886.82)		7,000.00		(6,720.16)	
MISCELLANEOUS EXPENSE	0.00	83.34	(83.34)		500.00		(500.00)	
NEW EQUIPMENT PURCHASE	0.00	666.66	(666.66)		4,000.00		(4,000.00)	
PAYROLL EXP - REGULAR	16,619.85	34,250.00	(17,630.15)		205,500.00		(188,880.15)	
REPAIR & MAINT - EQUIPMENT	311.00	500.00	(189.00)		3,000.00		(2,689.00)	
REPAIR & MAINT - TRUCK	99.75	750.00	(650.25)		4,500.00		(4,400.25)	
TELECOMMUNICATION EXPENSES	347.11	500.00	(152.89)		3,000.00		(2,652.89)	
TRAVEL, TRAINING & MEETINGS	0.00	666.66	(666.66)		4,000.00		(4,000.00)	
UNIFORMS/GEAR EXPENSE	0.00	1,314.16	(1,314.16)		7,885.00		(7,885.00)	
Expenses	\$19,992.49	\$41,214.16	(\$21,221.67)		\$247,285.00		(227,292.51)	
Revenue Less Expenditures	(\$19,992.49)	(\$41,214.16)			(\$247,285.00)			
Net Change in Fund Balance	(\$19,992.49)	(\$41,214.16)			(\$247,285.00)			

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Variance	Variance
LAW ENFORCE - COURT								
Expenses								
MATERIALS & SUPPLIES EXPENSE	139.46	250.00	(110.54)		1,500.00		(1,360.54)	
MISCELLANEOUS EXPENSE	0.00	100.00	(100.00)		600.00		(600.00)	
NEW EQUIPMENT PURCHASE	0.00	333.34	(333.34)		2,000.00		(2,000.00)	
PAYROLL EXP - REGULAR	23,838.72	14,666.66	9,172.06		88,000.00		(64,161.28)	
PRINTING EXPENSE	0.00	66.66	(66.66)		400.00		(400.00)	
SPECIAL COURT COSTS	0.00	1,044.34	(1,044.34)		6,266.00		(6,266.00)	
Expenses	\$23,978.18	\$16,461.00	\$7,517.18		\$98,766.00		(74,787.82)	
Revenue Less Expenditures	(\$23,978.18)	(\$16,461.00)			(\$98,766.00)			
Net Change in Fund Balance	(\$23,978.18)	(\$16,461.00)			(\$98,766.00)			

GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Jan 2012	Variance
LAW ENFORCE - POLICE								
Expenses								
BREATHALYZER EXPENSES	66.41	166.66	(100.25)		1,000.00		(933.59)	
DRUG TASK FORCE	0.00	166.66	(166.66)		1,000.00		(1,000.00)	
FUEL EXPENSES	5,155.96	6,250.00	(1,094.04)		37,500.00		(32,344.04)	
MATERIALS & SUPPLIES EXPENSE	1,632.05	4,166.66	(2,534.61)		25,000.00		(23,367.95)	
MISCELLANEOUS EXPENSE	12.25	166.66	(154.41)		1,000.00		(987.75)	
NEW EQUIPMENT PURCHASE	719.00	4,500.00	(3,781.00)		27,000.00		(26,281.00)	
PAYROLL EXP - REGULAR	74,996.41	93,333.34	(18,336.93)		560,000.00		(485,003.59)	
PAYROLL EXP - SRO	7,122.56	10,527.34	(3,404.78)		63,164.00		(56,041.44)	
REPAIR & MAINT - AUTOMOBILES	2,854.21	2,500.00	354.21		15,000.00		(12,145.79)	
REPAIR & MAINT - EQUIPMENT	32.02	250.00	(217.98)		1,500.00		(1,467.98)	
TELECOMMUNICATION EXPENSES	358.77	500.00	(141.23)		3,000.00		(2,641.23)	
TRAVEL, TRAINING & MEETINGS	50.00	580.16	(530.16)		3,481.00		(3,431.00)	
UNIFORMS/GEAR EXPENSE	1,027.71	583.34	444.37		3,500.00		(2,472.29)	
Expenses	\$94,027.35	\$123,690.82	(\$29,663.47)		\$742,145.00		(648,117.65)	
Revenue Less Expenditures	(\$94,027.35)	(\$123,690.82)			(\$742,145.00)			
Net Change in Fund Balance	(\$94,027.35)	(\$123,690.82)			(\$742,145.00)			

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Jan 2012	Variance
LIBRARY								
Expenses								
LIBRARY TRANSFER	19,612.00	3,268.66	16,343.34	19,612.00	19,612.00	0.00	0.00	0.00
Expenses	\$19,612.00	\$3,268.66	\$16,343.34	\$19,612.00	\$19,612.00	0.00	0.00	0.00
Revenue Less Expenditures	(\$19,612.00)	(\$3,268.66)		(\$19,612.00)	(\$19,612.00)			
Net Change in Fund Balance	(\$19,612.00)	(\$3,268.66)		(\$19,612.00)	(\$19,612.00)			

GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Jan 2012	Variance
PARKS DEPT								
Expenses								
FUEL EXPENSES	255.42	253.50	1.92		1,521.00		(1,265.58)	
MATERIALS & SUPPLIES EXPENSE	479.00	833.30	(354.30)		5,000.00		(4,521.00)	
MISCELLANEOUS EXPENSE	0.00	250.00	(250.00)		1,500.00		(1,500.00)	
NEW EQUIPMENT PURCHASE	0.00	5,000.00	(5,000.00)		30,000.00		(30,000.00)	
PAYROLL EXP - REGULAR	6,741.99	7,583.34	(841.35)		45,500.00		(38,758.01)	
PAYROLL EXP - SPORTS COMPLEX	6,932.68	8,416.66	(1,483.98)		50,500.00		(43,567.32)	
PROFESSIONAL SERVICES	0.00	166.66	(166.66)		1,000.00		(1,000.00)	
REPAIR & MAINT - EQUIPMENT	0.00	333.34	(333.34)		2,000.00		(2,000.00)	
SPORTS COMPLEX EXPENSE	3,316.28	6,256.80	(2,940.52)		37,541.00		(34,224.72)	
UTILITIES EXPENSES	416.43	333.34	83.09		2,000.00		(1,583.57)	
Expenses	\$18,141.80	\$29,426.94	(\$11,285.14)		\$176,562.00		(158,420.20)	
Revenue Less Expenditures	(\$18,141.80)	(\$29,426.94)			(\$176,562.00)			
Net Change in Fund Balance	(\$18,141.80)	(\$29,426.94)			(\$176,562.00)			

GENER. FUND
Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance		Variance			Variance
TRANSFERS BETWEEN FUNDS								
Revenue								
STREET CITY SALES TAX	16,950.00	0.00	16,950.00	0.00	16,950.00	0.00	16,950.00	3,062.12
STREET COUNTY TURNBACK	3,062.12	0.00	3,062.12	0.00	3,062.12	0.00	3,062.12	0.00
Revenue	\$20,012.12	\$0.00	\$20,012.12	\$0.00	\$20,012.12	\$0.00	20,012.12	20,012.12
Expenses								
STREET CITY SALE TAX	16,950.00	0.00	16,950.00	0.00	16,950.00	0.00	16,950.00	3,062.12
STREET COUNTY TURNBACK	3,062.12	0.00	3,062.12	0.00	3,062.12	0.00	3,062.12	0.00
Expenses	\$20,012.12	\$0.00	\$20,012.12	\$0.00	\$20,012.12	\$0.00	20,012.12	20,012.12

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2012	Feb 2012	Jan 2012	Feb 2012	Jan 2012	Dec 2012	Jan 2012	Dec 2012
	Actual	Budget	Variance	Variance	Jan 2012	Dec 2012	Variance	Variance
Beginning Fund Balance	2,320,582.91							
Net Change in Fund Balance	(165,204.35)	(0.04)						0.00
Ending Fund Balance	2,155,378.56							

Fund Balances

Statement of Revenue and Expenditures

Report Options

Fund: GENERAL FUND

Period: 01/01/12 to 02/29/12

Detail Level: Level 1 Accounts

Expense Reporting Method: Actual - Budget

Revenue Reporting Method: Actual - Budget

Display Account Categories: No

Display Subtotals: No

Budget: GENERAL FUND BUDGET

STREET FUND
Balance Sheet
02/29/12

	Book Value Feb 2012 Actual	Book Value Feb 2011 Actual
Assets		
Current Assets		
Cash		
STREET FUND CHECKING ACCT	270,256.53	150,757.94
STREET FUND MONEY MARKET	2,504.48	257,323.91
Total Current Assets	\$272,761.01	\$408,081.85
Total Assets	\$272,761.01	\$408,081.85
Fund Balance		
Suplus Carryover		
CY SURPLUS (DEFICIT)	(413,889.53)	(278,568.69)
FUND BALANCE	686,650.54	686,650.54
Total Fund Balance	\$272,761.01	\$408,081.85
Total Liabilities and Equity	\$272,761.01	\$408,081.85

STREET FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2012 Feb 2012 Actual	Year-To-Date Jan 2012 Feb 2012 Budget	Year-To-Date Jan 2012 Feb 2012 Variance	Annual Budget Jan 2012 Dec 2012	Annual Budget Jan 2012 Dec 2012 Variance
Revenue & Expenditures					
Revenue					
INTEREST REVENUES	12.45	33.34	(20.89)	200.00	(187.55)
MISCELLANEOUS REVENUES	1,253.19	16.66	1,236.53	100.00	1,153.19
STREET CITY SALES TAX	16,950.00	15,000.00	1,950.00	90,000.00	(73,050.00)
STREET COUNTY TURNBACK	3,062.12	5,000.00	(1,937.88)	30,000.00	(26,937.88)
STREET STATE TURNBACK	46,615.25	39,264.66	7,350.59	235,588.00	(188,972.75)
Revenue	\$67,893.01	\$59,314.66	\$8,578.35	\$355,888.00	(287,994.99)
Expenses					
FUEL EXPENSES	1,025.46	1,666.66	(641.20)	10,000.00	(8,974.54)
INSURANCES EXPENSE		383.34	(383.34)	2,300.00	(2,300.00)
MATERIALS & SUPPLIES EXPENSE	1,466.50	2,500.00	(1,033.50)	15,000.00	(13,533.50)
MISCELLANEOUS EXPENSE		164.66	(164.66)	988.00	(988.00)
NEW EQUIPMENT PURCHASE		5,000.00	(5,000.00)	30,000.00	(30,000.00)
PAYROLL EXP - REGULAR	13,277.72	21,666.66	(8,388.94)	130,000.00	(116,722.28)
PROFESSIONAL SERVICES	3,832.81	1,666.66	2,166.15	10,000.00	(6,167.19)
REPAIR & MAINT - EQUIPMENT	92.89	1,666.66	(1,573.77)	10,000.00	(9,907.11)
STREET LIGHTS	7,064.78	7,500.00	(435.22)	45,000.00	(37,935.22)
STREET/ROAD REPAIRS	58,580.00	15,500.00	43,080.00	93,000.00	(34,420.00)
TELECOMMUNICATION EXPENSES	356.27	300.00	56.27	1,800.00	(1,443.73)
TRAVEL, TRAINING & MEETINGS		166.66	(166.66)	1,000.00	(1,000.00)
UNIFORMS/GEAR EXPENSE		300.00	(300.00)	1,800.00	(1,800.00)
UTILITIES EXPENSES	751.24	833.34	(82.10)	5,000.00	(4,248.76)
Expenses	\$86,447.67	\$59,314.64	\$27,133.03	\$355,888.00	(269,440.33)
Revenue Less Expenditures	(\$18,554.66)	\$0.02		\$0.00	
Net Change in Fund Balance	(\$18,554.66)	\$0.02		\$0.00	

Fund Balances

Beginning Fund Balance	291,315.67		
Net Change in Fund Balance	(18,554.66)	0.02	0.00
Ending Fund Balance	272,761.01		

Report Options

Fund: STREET FUND
 Period: 01/01/12 to 02/29/12
 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
02/29/12

	Book Value	Book Value
	Feb 2012	Feb 2011
	Actual	Actual

Assets

Current Assets

Cash

LIBRARY CHECKING ACCT	46,318.98	30,112.40
LIBRARY MONEY MARKET	50,193.18	30,177.91
Total Current Assets	\$96,512.16	\$60,290.31
Total Assets	\$96,512.16	\$60,290.31

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	51,951.44	15,729.59
FUND BALANCE	44,560.72	44,560.72
Total Fund Balance	\$96,512.16	\$60,290.31
Total Liabilities and Equity	\$96,512.16	\$60,290.31

LIBRARY FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2012 Feb 2012 Actual	Year-To-Date Jan 2012 Feb 2012 Budget	Year-To-Date Jan 2012 Feb 2012 Variance	Annual Budget Jan 2012 Dec 2012	Annual Budget Jan 2012 Dec 2012 Variance
Revenue & Expenditures					
Revenue					
FINES/LOST ITEMS	585.27	500.00	(85.27)	3,000.00	2,414.73
INTEREST REVENUES	3.62		(3.62)		(3.62)
TRANS FROM GENERAL FUND	19,612.00	3,268.66	(16,343.34)	19,612.00	0.00
WASHINGTON CO LIBRARY REVE	22,630.16	22,630.16	0.00	135,781.00	113,150.84
Revenue	\$42,831.05	\$26,398.82	(\$16,432.23)	\$158,393.00	115,561.95
Expenses					
BOOKS AND MEDIA	2,468.55	7,133.34	(4,664.79)	42,800.00	(40,331.45)
INSURANCES EXPENSE		166.66	(166.66)	1,000.00	(1,000.00)
LIBRARY RESERVE		15.50	(15.50)	93.00	(93.00)
MATERIALS & SUPPLIES EXPENSE	946.76	1,250.00	(303.24)	7,500.00	(6,553.24)
MISCELLANEOUS EXPENSE		83.34	(83.34)	500.00	(500.00)
NEW EQUIPMENT PURCHASE		1,166.66	(1,166.66)	7,000.00	(7,000.00)
PAYROLL EXP - REGULAR	10,807.61	13,916.66	(3,109.05)	83,500.00	(72,692.39)
POSTAGE EXPENSE	35.20	83.34	(48.14)	500.00	(464.80)
PROGRAMS EXPENSE	46.79	83.34	(36.55)	500.00	(453.21)
TECHNICAL SUPPORT		666.66	(666.66)	4,000.00	(4,000.00)
TRAVEL, TRAINING & MEETINGS		166.66	(166.66)	1,000.00	(1,000.00)
UTILITIES EXPENSES	1,196.08	1,666.66	(470.58)	10,000.00	(8,803.92)
Expenses	\$15,500.99	\$26,398.82	(\$10,897.83)	\$158,393.00	(142,892.01)
Revenue Less Expenditures	\$27,330.06	\$0.00		\$0.00	
Net Change in Fund Balance	\$27,330.06	\$0.00		\$0.00	

Fund Balances

Beginning Fund Balance	69,182.10		
Net Change in Fund Balance	27,330.06	0.00	0.00
Ending Fund Balance	96,512.16		

Report Options

Fund: LIBRARY FUND
 Period: 01/01/12 to 02/29/12
 Detail Level: Level 1 Accounts
 Display Account Categories: No
 Display Subtotals: No
 Revenue Reporting Method: Budget - Actual
 Expense Reporting Method: Actual - Budget

ORDINANCE NO. 2012-02

AN ORDINANCE ESTABLISHING A PERMITTING PROCESS AND PRIVILEGE PERMIT FOR SELLING OR DISPENSING ANY CONTROLLED BEVERAGE WITHIN THE CITY OF FARMINGTON, ARKANSAS BY BUSINESSES LICENSED BY THE STATE TO SELL ALCOHOLIC BEVERAGES; LEVYING PERMIT FEES AND A CITY SUPPLEMENTAL TAX OF FIVE PERCENT (5.0%) UPON THE ANNUAL GROSS RECEIPTS WHICH ARE DERIVED THEREFROM; REPEALING ANY ORDINANCE IN CONFLICT THEREWITH; ESTABLISHING PENALTIES FOR THE VIOLATION OF THESE PROVISIONS; ESTABLISHING EFFECTIVE DATES; AND FOR OTHER PURPOSES

WHEREAS, Title 3 of the Arkansas Code relating to alcoholic beverages recognizes the power of local governmental bodies to regulate the operation of establishments under that Title as may be necessary for the protection of public health, welfare, safety, and morals; and

WHEREAS, in accordance with the Local Option Election statutes, Ark. Code Ann. §3-8-101, et seq., and the biennial general election of 2004, the citizens of Farmington voted against the manufacture or sale of Intoxicating Liquors, which made the City of Farmington a "dry" town; and

WHEREAS, the City of Farmington annexed certain territory pursuant to an election on or about January 1, 2008, which included the Golf Club at Valley View, which became effective on or about March 15, 2008; and

WHEREAS, the Golf Club at Valley View acquired a permit for on-premise consumption of alcoholic beverages prior to being annexed into the City of Farmington, and notwithstanding the election of 2004, the prohibition on the manufacture and sale of Intoxicating Liquors does not apply to the newly annexed territory; and

WHEREAS, notwithstanding the election of 2004, applications for a permit to operate as a Private Club may be made to the Director of the Alcoholic Beverage Control Division in accordance with Ark. Code Ann. §3-9-222; and

WHEREAS, Arkansas Code Annotated § 3-9-223 authorizes a supplemental tax or fee on sales upon any Permittee by a city or incorporated town in which the licensed premises are located; and

WHEREAS, the City Council of the City of Farmington, Arkansas wishes to establish a permitting process and privilege permit for selling or dispensing controlled beverages as well as levy a five

percent (5%) supplemental tax on the gross receipts of such sales.

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

Section 1: Applicability.

A. It is hereby declared that the business of distributing, selling, or dispensing, any controlled beverage within the City of Farmington, is a privilege and for the exercise of such privilege there are hereby imposed the regulations, requirements, restrictions, fees, and taxes as set forth in this ordinance.

B. These general provisions shall apply to all Permittees in addition to any specific provisions under individual headings for each type of permit.

Section 2: Definitions. For the purposes of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words and phrases not specifically defined in this chapter shall have the meanings assigned by Title Three of the Arkansas Code Annotated and/or the Arkansas Alcoholic Beverage Control Division Regulations.

Alcoholic Beverages - means all intoxicating liquors of any sort, including beer and wine.

City - means the City of Farmington, Arkansas.

Controlled Beverages - means all beverages and any kind subject to regulation under any alcoholic beverage control laws of the State of Arkansas and this ordinance.

On-premises consumption - means the sale or dispensing of alcoholic beverages by the drink or in broken or unsealed containers for consumption on the premises where sold or dispensed.

Permit - means any authorization issued by the Alcoholic Beverage Control Division of the State of Arkansas and/or by the City pursuant to any Arkansas Alcoholic Beverage Control Division regulation and/or this ordinance whether described as a permit, license or otherwise.

Permittee - means the person to whom a permit or license to sell, dispense, or distribute alcohol has been granted.

Person - means any natural person, partnership, association, corporation, syndicate, or company.

Police Chief - means the Chief of Police of the Farmington

Police Department or his/her designee.

Private Club - means a nonprofit corporation organized and existing under the laws of this state authorized to serve alcohol by the State of Arkansas and the Alcoholic Beverage Control Division.

State - means the State of Arkansas.

Supplemental Privilege Permit - means a Permit issued by the City of Farmington for the privilege of operating a Private Club within the City; a Supplemental Privilege Permit is required and shall be in addition to any regular business privilege license.

Supplemental Privilege Permit Fee - means a fee established by the City of Farmington, for the privilege of operating a Private Club within the City.

Section 3: Permits Required.

A. It shall be unlawful for any person to engage in he business of distributing, selling, or dispensing within any Private Club, any controlled beverage, within the City without a permit issued by the City, or with an expired Permit.

B. The provisions of this section shall not apply to the manufacture, sale, and distribution of spirituous liquor, wines or vinous liquors, beer or malt liquors manufactured, sold, and distributed by a manufacturer or wholesaler of these products to a licensed Permittee.

Section 4: Application for Permits.

A. Application for a Permit required by this section shall be in writing on a form prescribed by the City and shall be accompanied by the required fee and a copy of the applicant's state permit. No City Permit will be issued until applicant has received a state permit and can provide verifiable proof of same.

B. It shall be unlawful for any person to make any false statement or representation in any application required by this section or to give any false answer to any question contained therein.

C. Permits required by this section shall run for a calendar year. Annual permit renewal fees shall be due and payable on December 1st of each year for the succeeding year beginning January 1st.

D. The City will not issue or renew any permits pursuant to this section until all outstanding supplemental beverage taxes, if applicable, are paid.

E. All Permits issued by the City pursuant to this section shall be prominently displayed on the permitted premises by the Permittee in the same manner as required by the State for state permits.

F. When any state permit is revoked by the State or required to be returned to the State for any reason, the city permit shall also be returned to the City. The City will restore the permit upon proof that the state permit has been restored to the applicant, provided that no reclaimed permit will be restored to an applicant until all outstanding supplemental taxes, if applicable, are paid.

G. Any administration cost associated with insuring compliance with this ordinance or for the accounting of the revenue thereof shall not exceed 10% of the annual fees, taxes, and penalties collected by the City. All revenue fees, taxes, and penalties received by the City pursuant to this chapter shall be used for general purposes within the City of Farmington pursuant to Ark. Code Ann. § 3-9-223(f) (2).

H. Permits shall not be transferable or assignable unless and until permit approval is granted by the Alcoholic Beverage Control Division and notice is provided to the City and all other requirements of this ordinance are met.

Section 5: Right of City to Inspect Records. The City Business Manager or the Chief of Police or their designees for the City of Farmington shall have the right to inspect and examine the records of any Permittee subject to any tax or permit fee based on gross sales or receipts pursuant to Ark. Code Ann. § 3-2-213 and any other employee information required pursuant to the regulations of the Alcoholic Beverage Control Division, Title 1, Subtitle G, Section 1.79(37).

Section 6: Qualification of Applicants. Persons to whom a State Alcohol Permit has been issued are presumed qualified to hold a City Alcoholic Beverage Permit.

Section 7: Fraud and Misrepresentation by Applicant.

A. Any person who acquires a permit or a renewal of same in violation of this section by any misrepresentation or fraudulent statement shall be deemed guilty of an offense and upon conviction thereof shall be punished in accordance with the penalties outlined in this section.

B. Any untrue or misleading information contained in, or material omission left out of, an original, renewal or transfer application for a Permit shall be cause for the denial thereof and, if any Permit has been granted under these circumstances,

there shall be cause for the revocation of the same.

Section 8: Issuance of Permit; Payment of Fee.

A. All Permits must be obtained and fees paid no later than two weeks from the date of the delivery of the application to the City and, if not so obtained, the issuance granted by the City shall lapse.

B. When a State Permit has been issued and the qualified applicant has deposited with the City the required fee, the fee shall be paid to the City Business Manager who shall then issue a City Permit pursuant to this ordinance.

Section 9: Business Opening within Six Months from Permit; Issuance Required. All holders of Permits shall within six months after the issuance of the Permit, open for business the establishment referred to in the Permit and begin dispensing the products authorized by the Permit. Failure to open the establishment and begin business as referred to above within the six-month period shall serve as automatic forfeiture and cancellation of the unused Permit, and no refund of Permit fees shall be made to the Permit holder.

Section 10: Effect of Failure to Operate Business for Six Consecutive Months. Any holder of a Permit who shall begin the operation of the business and dispensing the products as authorized in the Permit, but who shall, for a period of six (6) consecutive months thereafter, cease to operate the business or dispensing the products authorized in the Permit, shall upon completion of the six (6) month period automatically forfeit the Permit, which Permit shall, by virtue of that failure to operate, be canceled without the necessity of any further action of the City.

Section 11: Dispensing Alcoholic Beverages Outside of Permitted Premises. It shall be unlawful for any alcoholic beverage to be dispensed, or otherwise provided outside of the enclosed building, premise or place of business permitted for such, except as permitted by the State.

Section 12: Payment Dates; Proration.

All Permit fees shall be paid between December 1st and December 31st of each year. Permits obtained after July 1st of each year shall pay one half of the annual fee. Delinquent Permit fees shall be subject to a delinquent penalty of twenty-five percent (25%) of the Permit fee for each thirty (30) day period the fee remains unpaid.

Section 13: Term of Permit. No Permit shall issue for more than the remainder of the calendar year, and all shall expire at

midnight, December 31 of each year. In case of the revocation or surrender of such Permit before the expiration of such calendar year period, the holder thereof shall not be entitled to receive any refund whatsoever.

Section 14: Transferability of Permits.

A. Permits shall not be transferable, except as otherwise provided herein.

B. All Applications for transfer of locations shall comply with the provisions herein set forth governing new Permits.

Section 15: Notice of Transfer of Business. Should any Alcoholic Beverage Permit holder make a request to the Alcoholic Beverage Control Division to transfer their permit to another location, individual or organization, the Police Chief shall be notified in writing of such request within seven (7) calendar days.

Section 16: Display of Permit. Every person or organization issued a Permit pursuant to this section shall be required to display the Permit in the same location as is displayed the State Controlled Beverage Permit.

Section 17: Suspension or Revocation of Permit.

A. Whenever the State shall revoke any Alcohol Beverage Permit, the City Permit to deal in such products shall thereupon be automatically revoked without any action by the City or any municipal officer.

B. Should any person, firm or corporation that operates a business which is subject to the requirements of the City Business License fail to obtain any permits required for that type of business, then the City Alcohol Beverage Permit shall thereupon be automatically revoked.

Section 18: Types of Permits; Fees; Specific Provisions; Hours of Operation.

A. Private Club Permits; Supplemental Privilege Permit

1. Private Club Permit. Authorizes the purchase of any controlled beverages from persons holding an off-premises retail liquor or beer permit who have been designated by the Director of the State Alcoholic Beverage Control Board as a private club distributor, and authorizes the dispensing of such beverages for consumption on the premises of the private club to members and guests only of the private club.

2. Supplemental Privilege Permit. For the privilege

of operating a private club within the City, a Supplemental Privilege Permit is required which shall be in addition to the City Business License.

3. Supplemental Privilege Permit fee. For the privilege of operating a Private Club within the City, there is hereby levied an annual Supplemental Privilege Permit fee of \$50.

4. Supplemental Beverage Tax. In addition to the Supplemental Privilege Permit fee, there is hereby imposed and levied a City Supplemental Tax of five percent (5%) upon the annual gross receipts which are derived by such Private Club from charges to the members and/or their guests for the following services:

- a. For the preparation and serving of mixed drinks, and
- b. For the cooling and serving of beer, light wine and wine.
- c. The City's Supplemental Beverage Tax is in addition to the State supplemental tax on Private Clubs and shall be paid to the City Business Manager, shall be due monthly at the same time that the State supplemental tax is due, and shall be accompanied by one copy of the State supplemental tax return. If any Permittee shall fail to remit the supplemental tax within the time period that the state tax is due, a penalty of ten percent (10%) of the tax due shall be due and payable in addition to the tax.

5. Hours of operation. Hours of operation shall be in conformance with state statute, including Title 3 of the Arkansas Code relating to Alcoholic Beverages.

Section 19: Penalty. Any person violating the provisions of this ordinance or any person who makes a false affidavit or statement or report or application to the City as part of the procedures of this ordinance shall be deemed guilty of a misdemeanor and upon conviction be fined in an amount not more than \$500. If a violation is found to continuing in nature, then the fine shall be not more than \$250 for each day the violation is found to have occurred.

Section 20: Severability. In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this

ordinance.

PASSED AND APPROVED this 12th day of March, 2012.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

By: _____
Kelly Thomas, City Clerk/Recorder



**Bates &
Associates, Inc.**

Civil Engineering & Surveying

91 W. Colt Square Dr. Suite 3 / Fayetteville, AR 72703

PH: 479-442-9350 * FAX: 479-521-9350

March 5, 2012

City Council
City of Farmington
354 W. Main St.
Farmington, AR 72730

RE: Rainsong Drainage Improvements.

Dear Council Members,

The construction of the box culverts under Rainsong is complete. Unfortunately, the contractor went over budget on a few expected and unexpected items. We were aware that a sewer main was located close to the location of the culverts but were hoping to build the culverts with no adjustments to the main. However, to make the drainage work correctly, the contractor had to excavate below the pipe and to support the existing main, a pier had to be constructed and the pipe encased. Also, the contractor hit rock when excavating the channel. This was not anticipated and is an additional expense.

Items not expected were \$815 for 1 additional foot of precast box culvert and 13.35 tons of asphalt. See attached summary from Fochtman Enterprises.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely

Bates & Associates, In

Geoffrey H. Bates, P.E.
President of Engineering

DOCHTMAN ENTERPRISES, INC.



FEBRUARY 24, 2012. - REVISED

TO: CITY OF FARMINGTON
 354 W. MAIN STREET
 FARMINGTON, ARKANSAS 72730

RE: RAINSONG STREET DRAINAGE IMPROVEMENTS
 FARMINGTON, ARKANSAS
 ESTIMATE #2
 FOR THE PERIOD ENDING 02/08/12

RAINSONG

ITEM #	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED
1	REMOVE DOUBLE 42" CMP, CURB, FLUME & ASPHALT		LS	\$ 2,600.00	\$ -
2	NOBID		LS	-	-
3	CLEARING AND SHAPING CHANNEL	0.25	LS	\$ 4,200.00	\$ 1,050.00
4	INSTALL DOUBLE 5'X8' REINFORCED CONC. BOX CULVERT		LF	\$ 815.00	\$ -
5	INSTALL 4 REINFORCED CONC. WING WALLS	0.50	LS	\$ 9,200.00	\$ 4,600.00
6	HAUL IN RED DIRT	60.00	CY	\$ 8.00	\$ 480.00
7	7" CLASS 7 BASE (2,733 S.F.)	119	TON	\$ 15.00	\$ 1,785.00
8	4" HOT MIX ASPHALT CONCRETE (2,328 S.F.)	71.35	TON	\$ 163.00	\$ 11,630.05
9	2' CONCRETE CURB AND GUTTER	202	LF	\$ 9.00	\$ 1,818.00
10	DUMPTED RIP-RAP FOR CHECK DAM		CY	\$ 30.00	\$ -
11	TESTING	0.50	LS	\$ 1,400.00	\$ 700.00
12	CONSTRUCTION STAKING	0.50	LS	\$ 1,000.00	\$ 500.00
ADDITIONAL WORK:					
13	8" DIP SEWER EPOXIE LINED		LF	\$ 70.00	\$ -
14	3' PIER FOR SEWER LINE		EA	\$ 1,900.00	\$ (1,200.00)
15	CONCRETE ENCASEMENT		CY	\$ 120.00	\$ -
16	ROCK EXCAVATION		CY	\$ 190.00	\$ -
17	CUT OUT 4' SECTION OF CURB	1	LS	\$ 250.00	\$ 250.00
TOTAL AMOUNT DUE.....					\$ 21,613.05

2/24/2012

Dear Geoff,

The contract amount was \$ 70,842.00

Additional work that was added was:

8" DIP sewer epoxie lined	18	lf	\$ 70.00	\$ 1,260.00
3" pier for sewer line	1	ea	\$ 700.00	\$ 700.00
concrete encasement	2.5	cy	\$ 120.00	\$ 300.00
rock excavation	19	cy	\$ 190.00	\$ 3,610.00
cut out 4' section of curb	1	ea	\$ 250.00	\$ 250.00

In addition to the above the original quantities went over by the following.
We can provide copies of backup for the quantities

Box Culvert	1	lf	\$ 815.00	\$ 815.00
red dirt	0	cy	\$ 8.00	\$ -
7" class 7 base	0	tons	\$ 15.00	\$ -
4" hot mix asphalt	13.35	tons	\$ 163.00	\$ 2,176.05
curb and gutter	0	lf	\$ 9.00	\$ -

total additions to contract..... \$ 9,111.05

total amount billed to city of farmington..... \$ 79,953.05



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: Recommendation for Concession Services
Date: March 2, 2012

Recommendation

City staff recommends contracting with Mark Grant (DBA Porky Chicks BBQ) for concession services for the City of Farmington. (See attached proposal.)

Background

As you know we asked to request proposals for concession services for our new sport's complex. We received one (1) proposal from Mark Grant (DBA Porky Chicks BBQ).

Discussion

Mr. Grant is offering the city 10% of his gross proceeds for the privilege of providing this service to our community. He has provided concession services for 4 facilities in Fayetteville for two years and has gotten the contract for this year as well. The city staff in Fayetteville is very happy with him as their concessionaire. He delivers excellent service, his staff is always prompt. He offers suggestions for improving the services he provides. He also pays Fayetteville 10%.

Budget Impact

Mostly this will be an income item. Our only expense will be utilities.

Bid Concession Services Farmington Sports Complex

My name is Mark Grant Owner operator Porky Chicks BBQ

**I Managed Taco Bell Restaurants for 21 years before starting my own BBQ
Concession Business in 2006**

Supervisor Joe White 479-409-0737

**I also provide concession services for the City of Fayetteville in four locations
Gary Hampton, Lake Fayetteville Lewis Soccer and Fayetteville City Pool. 2012
being my fourth year of services for the city of Fayetteville.**

Contact person: Chase Gibson-479-444-3471

I also do several Local events such as Bikes Blue & BBQ

Washington County Fair, Benton county Fair, Strawberry Festival

**My Goal is to always provide clean fast friendly service with Good Food at a
reasonable Price Open Early allowing Customers to purchase Food and Drinks
prior to the start of the Games.**

I would pay 10% of Gross Sales to the City of Farmington.

Porky Chicks BBQ Mark Grant Owner

15905 Apple Lane

Fayetteville AR 72704

Cell 479-871-1913

PORKY CHICKS BBQ PROPOSED MENU

Farmington Sports Complex

HOT DOG	\$2.00
Chili Dog	\$2.50
Nachos	\$2.00
Chili Cheese Nachos	\$2.50
Popcorn	\$1.50
Candy	\$1.25
Chips	\$1.00
Sunflower Seeds	\$1.25
Gum	\$.05
Dill Pickle	\$1.00
Bottle Drinks	\$2.00
Coffee 12.oz	\$1.50
Hot Chocolate 12.oz	\$1.50
Fresh Brewed Tea 32.oz	\$2.50
Fresh Squeezed Lemonade 32.oz	\$3.00
Cotton Candy	\$3.00 (Tournaments only)



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

REQUEST FOR PROPOSAL: RFP, CONCESSION SERVICES

DEADLINE: Wednesday February 29th 2012, 9:00AM

DELIVERY LOCATION: Farmington City Hall 354 W. Main St. Farmington, AR 72730

CONTACT PERSON: Jenna Innis, Facility Manager/Program Coordinator,
jennainnis@cityoffarmington-ar.gov (479) 267-3865

DATE OF ISSUE AND ADVERTISEMENT: February 12th and February 19th, 2012.

REQUEST FOR PROPOSAL

RFP, Concession Services

No late proposals will be accepted. RFP's shall be submitted in sealed envelopes labeled "RFP, Concession Services" with the name and address of the Proposer.

All Proposals shall be submitted in accordance with the attached City of Farmington specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements or qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer and the City.

Name of Firm: PORKY CHICKS BBQ
Contact Person: MARK GRANT Title: owner
E-Mail: Tacob@cox.net Phone: 479-871-1913
Business Address: 15905 APPLE Lane
City: Fayetteville State: AR Zip: 72704
Signature: Mark Grant Date: 2-27-12

City of Farmington
RFP, Concession Services

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City of Farmington

RFP, Concession Services

SECTION A: General Conditions for Submission of Bids and Awarding Contract

1. SUBMISSION OF PROPOSAL:

- a. A description of the Proposer's experience in providing the same of similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- b. Proposal should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 paper. The following items will not count toward the page limitations: resumes (resumes shall be no more than 1 page per person) and forms provided by the City for completion.
- c. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of respondents will be available after the deadline for submitting this RFP. All interested parties understand that proposal documents will not be available for review until after a valid contract has been executed.
- d. Proposers shall submit a proposal based on documentation published by the City of Farmington.
- e. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Farmington, 354 W. Main St. Farmington, AR 72730. The name and address of the firm shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- f. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- g. Proposers should have experience in work of the same or similar nature, and must provide references that will satisfy the City of Farmington. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- h. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- i. Local time shall be defined as the time in Farmington, Arkansas (Central Standard Time) on the due date of the deadline.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to City Hall. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FARMINGTON IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights under Arkansas law, the City of Farmington reserves the following:

- a. The City of Farmington reserves the right to select the proposal that it believes will serve the best interest of the City.
- b. The City of Farmington reserves the right to accept or reject any or all proposals.
- c. The City of Farmington reserves the right to cancel the entire request for proposals.
- d. The City of Farmington reserves the right to remedy or waive technical or immaterial errors in the request for proposals or in proposals submitted.
- e. The City of Farmington reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- f. The City of Farmington reserves the right to make selections of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

A selection committee will evaluate responsive, qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate proposals. The contract will be awarded to the most qualified Proposer.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

7. LATE PROPOSAL OR MODIFICATIONS:

Proposals and modifications received after the time set for proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call City Hall at (479) 267-3865 ext. 206 to verify receipt of their submittal documents prior to opening time and date listed.

8. LOCAL, STATE, FEDERAL COMPLIANCE REQUIREMENTS:

- a. Proposers shall comply with all local, state, federal directives, orders and laws applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), and OSHA as applicable to this contract.

- b. Pursuant to Ark. Code Ann. § 22-9-203 the City of Farmington encourages all qualified small, minority and women's business enterprises to submit a proposal to provide the City concession services. Also, the City of Farmington encourages all general contractors to subcontract portions of their contract to qualified small, minority and women's business enterprises.

9. RIGHT TO AUDIT, FIOA, AND JURISDICTION:

- a. The City of Farmington reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor. The City of Farmington shall have the right to audit the records of the Proposer that is selected to contract with the City.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Farmington, the successful Proposer will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FIOA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

10. CITY INDEMNIFICATION:

The successful Proposer agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement alleged against the successful Proposer, including any and all costs of litigation based upon alleged claims of trademark, patent or copyright infringement.

The successful Proposer further agrees to indemnify and shall defend and hold harmless the City, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, mediations, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of Proposer, Proposer's employees and subcontractors, and patrons or customers who purchase Proposer's food products and/or beverages, whether arising before or after completion of the services under this contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Proposer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of the contract.

11. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to the contract for concession services. Should there be a variance in the contract from the standard terms and conditions stated in this request for proposal, the contract shall take precedence.

12. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this request for proposals shall contact Jenna Innis at the City of Farmington at jennainnis@cityoffarmington-ar.gov or (479) 267-3865.

13. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any services. Such certificate shall list the City of Farmington as an additional insured. Insurance shall remain in effect throughout the term of the contract and any successive contracts.

14. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Farmington wishes to encourage its Proposer to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

15. PROPOSER'S COMPANY NAME AND ADDRESS:

The Proposer must specify in their proposal the exact company name and mailing address. The successful Proposer is responsible for immediately notifying City Hall of any company name change or change of address.

16. CANCELLATION:

- a. The City reserves the right to cancel the contract for concession services without cause by giving thirty (30) days prior notice to Concessionaire in writing of the intention to cancel or with cause if at any time the Concessionaire fails to fulfill or abide by any of the terms or conditions specified. **Note that the terms "successful Proposer" and "Concessionaire", being one and the same, are used interchangeably in this RFP.**
- b. Failure of the Concessionaire to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Farmington.
- c. In addition to all other legal remedies available to the City of Farmington, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered or provided for sporting events and other scheduled activities as provided in Section B. Scope of Services of this RFP.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Concessionaire of such occurrence and the contract shall terminate as of the last day of the current fiscal period without penalty or expense to the City.

17. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Concessionaire shall perform the contract. No assignment or subcontracting shall be allowed without prior written consent of the City. If a Concessionaire intends to subcontract a portion of this work, the Concessionaire shall disclose such intent in the proposal submitted by this RFP.
- b. In the event of a corporate acquisition and/or merger, the Concessionaire shall provide written notice to the City within thirty (30) calendar days of Concessionaire's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or is contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP shall constitute approval for purposes of the contract.

18. LOBBYING:

Lobbying of selection committee members, City of Farmington employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, or during the pendency of a bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest, is strictly prohibited; and shall be prohibited from such activities until either an award is final or an award is final after the protest is resolved by the City of Farmington; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting City Hall to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

19. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to providing services, the successful Proposer/Concessionaire shall provide such additional services as may become necessary.

20. SERVICES CONTRACT:

A written contract, in substantially the form attached, incorporating the RFP and successful proposal will be prepared by the City, signed by the successful proposer and presented to the City of Farmington for approval and signature of the Mayor.

21. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by City Hall and enter the information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

22. OTHER GENERAL CONDITIONS:

- a. Proposer is presumed to be familiar with all federal and state laws and city ordinances, which in any manner affect those engaged or employed in concession services, or the food products and equipment used, and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of the Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Proposers are responsible for all expenses incurred to provide concession services to the City, including but not limited to, labor, materials, equipment as required in the RFP, insurance, shipping, freight, etc., to cover the products and services provided; and the payment of state and local sales taxes to the Arkansas Department of Finance and Administration. The successful Proposer shall be required to submit a copy of its sales tax permit.
- c. Proposers must provide the City with their bids signed by an officer or employee having legal authority to submit bids on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- d. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- e. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation of a bid proposal. It shall be clearly understood that any expense incurred by Proposers is a cost of doing business. The City of Farmington shall not be liable for reimbursement to the Proposer of any expense so incurred, regardless of whether or not the proposal is accepted.
- f. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- g. **NOTE: Any uncertainties shall be brought to the attention to Jenna Innis immediately via telephone (479) 267-3865 or email jennainnis@cityoffarmington-ar.gov. It is the intent and goal of the City of Farmington to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- h. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Jenna Innis, City of Farmington, Facility Manager/Program Coordinator via email jennainnis@cityfarmington-ar.gov or telephone (479) 267-3865. No oral interpretation or clarifications will be given as to the meaning of any part of this request for

proposal. All questions, clarifications and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract has been awarded and executed.

- i. At the discretion of the City, one or more firms may be asked for more detailed information, which may also include oral interviews. **NOTE: Each Proposer shall submit an "Authorized Negotiator Form"** containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- j. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and is not intended to limit a RFP's content or to exclude any relevant or essential data.
- k. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposers hereby expressly and irrevocably waive any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful Proposer shall not assign the whole or any part of the contract or any monies due or to become due hereunder without consent of City of Farmington. In case the successful Proposer assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services required in the contract.
- m. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, she/he shall herewith report the same in writing to the City of Farmington.

23. SELECTION COMMITTEE:

A selection committee has been appointed to oversee the selection process, which will include reviewing and evaluating each RFP response. The selection committee may, at its sole discretion, interview one or all of the Proposers, and it may, at its sole discretion, require follow-up documentation or information and additional interviews from one or more of the Proposers.

1.) Scope of Work

The City of Farmington is seeking proposals from qualified and experienced firms interested in providing concession services to include the following:

- a. The City leases and demises unto Proposer, subject to the terms and conditions contained herein, the following described property: the concession stand (building and equipment) located at the Farmington Sports Complex in Farmington, Arkansas (hereinafter referred to as the "leased premises").
- b. **Term.** This lease shall commence on March 12, 2012, with the first scheduled activity being a baseball tournament on March 30 through April 1, 2012. The lease shall extend for a period of nine (9) months, ending on December 12, 2012. Upon agreement of both parties, the lease shall automatically renew for two more consecutive terms to commence on March 12, 2013 and end December 12, 2013, and to commence March 12, 2014 and end December 12, 2014.
- c. **Rent/Report.** Proposers shall state in their proposal the percentage amount in gross sales to be given to the City. Gross sales, hereafter referred to as "rental payment" includes the sale of all food products and refreshments. Such percentage shall be paid to the City no later than ten (10) working days following the close of each month.
- d. **Records.** The City shall have the right at all times to examine books and records and verify the accuracy of the rental payment. Any errors or omissions shall be adjusted.
- e. **Use.** The lease premises shall be used only for the limited purpose of selling food products, which shall include, and is strictly limited to hot dogs, nachos, popcorn, candy and refreshments. The Concessionaire's menu shall not include hamburgers, sandwiches, corndogs, pizza, French fries or any similar grilled, baked or fried foods. No alcoholic beverages or tobacco products of any kind shall be sold in the concession stand. Neither the Concessionaire nor Concessionaire's employees, agents or subcontractors shall consume alcoholic beverages or use tobacco products in or around the leased premises or on any part of the property that constitutes the Farmington Sports Complex. Further, Concessionaire shall not use or permit the stand to be used for any unlawful, improper or offensive purpose whatsoever.
- f. **Maintenance.** The City will perform all necessary repairs to the leased premises unless the damage or disrepair is caused by the negligence of the Concessionaire, its employees, agents or subcontractors. Concessionaire shall promptly notify City Hall of any needed repairs. Concessionaire shall be liable and shall promptly make all necessary repairs to the leased premises that are caused by the Concessionaire or its employees, agents and subcontractors. The term "agents" shall include any company and its personnel that service Concessionaire's equipment or deliver food products of any kind to the leased premises.
- g. **Equipment.** The City shall provide one (1) residential type refrigerator/freezer unit. The Concessionaire shall provide a hot dog crock pot or rotisserie, deep freezer if needed, nacho cheese dispenser, ice machine if needed, coffee maker and refrigerated coolers/ice chests for drinks. Fountain machines shall not be allowed due to lack of space.

- h. **Bond.** Concessionaire shall provide a \$5,000 bond for performance of this contract and payment of rent.
- i. **Rights and Duties of Concessionaire.** Proposer agrees to the following:
 - *Conduct said business so as not to interfere with other uses or activities at the Farmington Sports Complex.
 - *Open and staff concession stand anytime the City has scheduled activities, unless otherwise stipulated by City staff.
 - *Open at least fifteen (15) minutes prior to the first scheduled game or activity, and remain open until the last game or scheduled activity has concluded, unless otherwise stipulated by City Staff.
 - *Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, HMR tax, payroll tax and the Arkansas Department of Health guidelines regarding food preparation.
 - *Maintain, protect, and secure the concession building, equipment and leased premises.
 - *Be responsible for replacing concession equipment if equipment is damaged beyond normal wear. City equipment cannot be loaned or removed from the park premises without permission from City staff.
 - *Clean premises daily of all debris.
 - *Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.
 - *Leased premise shall be cleaned and returned to the City of Farmington within five working days after last scheduled game or activity. All items remaining after five days will be considered the property of the City.
- j. **Rights and Duties of the City.** The City shall:
 - *Provide and pay for the water and electrical service
 - *In its sole discretion, replace the refrigerator if it is no longer usable.
 - *Have the right to inspect the leased premises at any reasonable time during the term of the contract.
 - *Have the right to screen Concessionaire and its employees, agents and subcontractors for felony convictions.
 - *Have the right to make final decisions regarding the selection of menu items.
- k. **Default/Termination.** If the concessionaire defaults in the payment of rent, or if it violates any other covenants of the contract, the City may terminate the contract, and the City may immediately enter and retake possession of the leased premises. In the event the Concessionaire should default in the prompt payment or performance of any obligations as set forth herein, and in the event that it should become necessary for the City to collect any past due rental payments or to enforce the other obligations of the Concessionaire as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation, including reasonable attorney fees. This contract may be canceled by the City with a 30-day written notice. Due to statutory requirements for publishing notices for RFPs, Concessionaire shall provide the City a 60-day notice should it which to cancel the contract.

2.) Insurance Requirements

Concessionaire shall provide proof of worker's compensation as required by Arkansas law and general liability insurance with a minimum coverage of \$1,000,000 for one person involved in

death or injury and \$2,000,000 aggregate for two or more persons involved in death or injury. Subcontractors are subject to the same insurance requirements as the Concessionaire.

3.) Additional Requirements and Information

- a. The City requires all vendors and Concessionaires doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin. The City requires the Concessionaire to be familiar with and comply in every respect with all Civil Rights Laws.
- b. No vendor, employee or agent associated with any company/firm interested in or intending to submit proposals for this RFP shall have any contact with any member of the selection committee. All questions, comments, and/or concerns shall be directed to Jenna Innis, Facility Manager/Program Coordinator, City of Farmington via e-mail jennainnis@cityoffarmington-ar.gov.
- c. Each submitted proposal shall list the percentage of gross sales the City will receive from the gross sales of food products, including all beverages. The term "gross sales" is defined as the total sales of food products before sales tax. The percentage of gross sales does not include the sales tax (currently 10.25%) that the Concessionaire must charge and remit to the Arkansas Department of Finance and Administration.
- d. Each proposal shall include an anticipated menu of food and beverage items. The City of Farmington reserves the right to approve the final menu.
- e. The size of the concession is approximately 300 square feet.

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This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Farmington, including, but not limited to, any relationship with any City of Farmington employee(s) or elected official(s). Your response must disclose if a known relationship exists between any principal and employee of your firm and any City of Farmington employee or elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of the contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

Please Check One of the Following Two Options, As It Appropriately Applies To Your Firm:

- 1.) No Known Relationship Exists
 2.) Relationship Exists (please explain)

Please Fill Out The Section Below and Submit This Form With Your Bid or Proposal:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

MARK GRANT
Printed Name

Mark Grant
Signature

2-27-12
Date

City of Farmington
RFP, Concession Services
SECTION D: Authorized Negotiator Information-To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART I: Primary Contact Information:

Name of Firm: PORKY CHICKS BBQ

Name of Primary Contact: MARK GRANT

Title of Primary Contact: owner

Phone #1 (cell preferred): 479-871-1913 Phone #2: 479-267-7427

E-Mail Address: Taco6@cox.net

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? YES NO (circle one)

If no, please list the individual that can legally bind a contract for the firm:

Name: _____

Title: _____

Phone #1 (cell preferred): _____ Phone #2: _____

E-Mail Address: _____

Date: 2-27-12

Signed: Mark Grant

City of Farmington
 RFP, Concession Services
 SECTION E: Addendum Acknowledgement Form

Please acknowledge receipt of addenda for this request for proposal by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though they were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Proposer to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in the section above. Failure to do so may result in being considered nonresponsive.

City of Farmington

RFP, Concession Services

SECTION F: Debarment Certification Form-THIS FORM SHALL BE SUBMITTED WITH ALL PROPOSALS

During the term of this contract or any successive terms of this contract, the City may apply for federal funds for the support of the Farmington Sports Complex. As an interested party on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Farmington.

NAME: Mark Grant

COMPANY: PORKY CHICKS BBQ

PHYSICAL ADDRESS: 15905 Apple Lane Fay AR 72704

MAILING ADDRESS: 15905 Apple Lane Fay AR 72704

PHONE: 479-871-1913 FAX: _____

EMAIL: Taco6@cox.net

SIGNATURE: Mark Grant

DATE: 2-27-12

NOTICE:

CAUSE: Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.) TREATMENT: Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.



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 to Pay Invoice for Electrical Installation at the Sport's Complex
Date: March 5, 2012

Recommendation

City staff recommends approval for payment of this invoice.

Background

In October you approved the bid to build the concession stand. We met with the low bidder (Coyle Enterprises), the electrician and the plumber to negotiate for a lower bid. We were successful and as a result we added the storage building as a change order the next month. Throughout these discussions we talked about what the electrician's price would be. We also talked about continuing to use Hill Electric for these two buildings as they had done the electric on the rest of the site and it made sense for them to continue with the remainder of the project. The end result is that we agreed to use Hill Electric but never made it official.

Discussion

Hill electric has presented us with a bill for the work on the buildings. While we spoke about the amounts the electrician would charge and even met with them about value engineering there is not a specific vote by the council to approve their costs. We are asking that you approve payment of this invoice.

Budget Impact

Geoff has budgeted for this amount as a part of the project costs.

Hill Electric, Inc.
 14020 Goose Creek Road
 Fayetteville, AR 72704

INVOICE



Phone: 4792672403
Fax: 4792672475

Invoice: 4582
Invoice Date: 2/23/2012

Bill To: City of Farmington, AR 354 West Main Street Farmington, AR 72730	Project Details: Farmington City Ball Complex Arkansas
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Payment Terms	Contract Number	Invoice Due Date
Net 30		3/24/2012

Description	Quantity	UOM	Unit Price	Bill Amount
100% of Storage Shed Bid Amount at Ball Complex				4,438.00
100% of Concession Stand Bid Amount at Ball Complex				11,167.00
Relocate Scoreboard Power on Field 4				1,935.29
Install Timeclock for Concession Stand Lights				260.03
Install conduit power and lights for pavillion				3,531.51
Subtotal Amount				21,331.83
'T' Indicates a taxable line				
Total Invoice Amount Due				21,331.83



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

City Business Manager Report March 2012 City Council Meeting

- There will be a volunteer work day at the Sport's Complex on Saturday, March 17, 2012 from 8:00 a.m. to 5:00 p.m. We will provide lunch. Any of you that may want to participate are welcome.
- It is a good time of year to sign up for Code Red. Please remind people that the service is available and they can go online or call us to sign up.
- We have received our first reimbursement from the recreation grant.
- John McLarty from NWARDP will attended our February meeting of the Planning Commission. We discussed options for implementation of our Master Trail Plan. He made some suggestions to the group regarding grant funding. In the near future they will be forwarding the plan to you for your approval.
- I am attaching a flyer for our annual spring cleanup. The event will be held May 4th and 5th. Please see the flyer for details.
- I will not be here for the Council Meeting this month. If you have questions for me I will be in the office until Thursday (March 8th) at noon. I will be back in the office Tuesday (the 13th) morning.

"A real leader faces the music, even when he doesn't like the tune."

~ Anonymous



City of Farmington Spring Cleanup

*Proof of residency
required. (Water bill or
Waste Management bill).*

Location:

*Fire Department on
Hwy. 62.*

*Entrance will be east of
Senior Center—**watch
for signs.***

***May 4th and May 5th
Friday 8:00 a.m.—3:00 p.m.
Saturday 7:30 —12:00 noon***

***No household trash,
electronic waste or
hazardous waste.***

***No paint, oil, gas, tires,
refrigerants or yard waste.***



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

Fire Department

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

February 2012 monthly report for Mayor and city council

February was an average month in runs for the fire department, we had a total of 62 calls for the month and that's averaging about two calls a day. We still have very dry conditions and this has caused outside fires to rise such as brush fires or grass fires, in some cases they are so bad that when they are in the trees in wooded areas that we have to call the Forestry service with the bulldozers and just let it burn.

We have advertised for the new firefighter position in the newspapers and I also advertised the position in all the fire departments in the County. I have received over thirty applicants and several of them have all their training and are certified. I have set up a point system according to their training and the ones that scored more than fifteen points receive an interview of our Chief Officers, I then will select the one out of the top three to present to you for confirmation. This new position is going to add so much to our daytime coverage of the city. I appreciate this opportunity, and I hope by council meeting time that I will have an applicant for you to confirm.

Thank you for you continued support.

Mark Cunningham
Fire Chief

Situation Type Summary

FEB 2012 FFD REPORT

Prepared 3/1/2012

Page 1

Situation Type	Dollar Loss	# of Incid's	F.S. Injury	Civ. Injury	F.S. Death	Civ. Death
0 Fire, other	5,000	1	0	0	0	0
111 Building fire		1	0	0	0	0
143 Grass fire		2	0	0	0	0
150 Outside rubbish fire, other		1	0	0	0	0
311 Medical assist, assist EMS crew		40	0	0	0	0
322 Vehicle accident with injuries		3	0	0	0	0
360 Water & ice related rescue, other		1	0	0	0	0
311 Dispatched & canceled en route		5	0	0	0	0
351 Smoke scare, odor of smoke		1	0	0	0	0
700 False alarm or false call, other		3	0	0	0	0
710 Malicious, mischievous false call, other		1	0	0	0	0
740 Unintentional transmission of alarm, oth		1	0	0	0	0
Total for all incidents	5,000	60	0	0	0	0

Journal from 2/1/2012 at 07:00 to 2/29/2012 at 07:00.

00:00 ***** Tuesday, February 07, 2012 *****

19:00 Weekly Meeting / Training:

19:00 Driver refresher on all apparatus- 2 hours. (01 Administrator)

00:00 ***** Tuesday, February 21, 2012 *****

18:00 Weekly Meeting / Training:

18:00 3 hour class on Confined Space Entry, at Lincoln Fire Academy. Trained with WC

18:00 USAR. Used different saws to cut into concrete and place rescuer in confined

18:00 space on tethered air. (01 Administrator)

00:00 ***** Tuesday, February 28, 2012 *****

19:00 Weekly Training / Meeting.

19:00 1) Date for Annual Pancake Breakfast set - Saturday March 17.

19:00 2) New Standards CPR class set for all Firefighters on March 27.

19:00 3) 1 hour Classroom training on Swift water rescue orientation and safety.

19:00 Instructor T. Boudrey. (01 Administrator)

Farmington Police Dept.

Offenses for Month 2/2011 and 2/2012

3/1/2012 1:29:32 PM

	<u>2011</u>	<u>2012</u>
AGGRAVATED ASSAULT		
5-13-204	0	2
AGGRAVATED ASSAULT ON A FAMILY OR HOUSEHOLD MEMBER		
5-26-306	0	1
ASSAULT - 3RD DEGREE / CREATES APPREHENSION OF IMMINENT INJURY		
5-13-207	0	2
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 2ND DEGREE / RISK OF PHYSICAL INJUR		
5-26-308	1	0
BATTERY - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-13-203A(1)	3	0
BATTERY - 3RD DEGREE / RECKLESSLY CAUSES INJURY		
5-13-203A(2)	0	1
Breaking or Entering/Vehicle		
5-39-202	3	0
BURGLARY, RESIDENTIAL		
5-39-201A(1)	2	4
CARELESS DRIVING		
SECTION 114-18 S.C	1	0
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OF \$1,000 OR LESS		
5-38-203B(1)	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204A(1)	1	2
CRIMINAL USE OF PROHIBITED WEAPON		
5-73-104	0	1
DISORDERLY CONDUCT		
5-71-207	1	0
DISORDERLY CONDUCT / PUBLIC PLACE USES ABUSIVE, OBSCENE SPEECH OR OBSCENE		
5-71-207A(3)	0	1
DOMESTIC BATTERING - 2ND DEGREE / PHYSICAL INJURY		
5-26-304	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	1	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES SERIOU		
5-26-305A(1)	0	1
DRIVING ON SUSPENDED LICENSE		
27-16-303	1	0
DWI (UNLAWFUL ACT)		
5-65-103A	4	0
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION		

	<u>2011</u>	<u>2012</u>
5-65-105 Excess Speed	1	1
27-51-201 FAILURE TO APPEAR	2	2
5-54-120 Failure to Maintain Control	6	10
27-51-201(A) FAILURE TO PAY FINES & COSTS	2	0
5-4-203 Fictitious Tags	13	8
27-14-306 FLEEING	0	1
5-54-125 FORGERY	0	1
5-37-201 FRAUD - FINANCIAL IDENTITY	0	1
5-37-227 FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER ARE FORGED	0	1
5-37-207A(3) HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM	1	0
5-71-209A(1) HARASSMENT / STRIKE, SHOVES, KICKS, OFFENSIVE PHYSICAL CONTACT, OR THREATE	0	1
5-71-208A(1) Improper Display of License	1	0
27-14-716 Interference with Emergency Communication/1st dgree/disables communication	1	0
5-60-124 Kidnapping - FALSE IMPRISONMENT - 2ND DEGREE / INTERFERES WITH ANOTHER PERSONS LIBERTY	0	1
5-11-104A Leaving Scene of Accident/Property Damage	0	1
27-53-102 Left of Center	1	1
27-51-301 No Proof Insurance	1	0
27-22-104 OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER	2	0
5-54-102A(1) POSSESSING INSTRUMENTS OF CRIME	1	0
5-73-102 POSSESSION OF A CONTROLLED SUBSTANCE	4	0
5-64-401 POSSESSION OF A COUNTERFEIT SUBSTANCE - FELONY	3	0
5-64-441 Possession of Drug Paraphernalia	0	1
5-64-403(c)(1)(A)(i)	0	1

	<u>2011</u>	<u>2012</u>
POSSESSION OR USE OF DRUG PARAPHERNALIA		
5-64-403C	1	0
PUBLIC INTOXICATION - DRINKING IN PUBLIC		
5-71-212	6	1
RECKLESS DRIVING		
27-50-308	0	1
REFUSAL TO SUBMIT		
5-65-205	2	0
RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL		
5-54-103B(1)	0	1
RUNAWAY		
90I	0	1
TERRORISTIC THREATENING - 1ST DEGREE / THREATENS PHYSICAL INJURY TO SCHOOL		
5-13-301A(1B)	0	1
TERRORISTIC THREATENING - 1ST DEGREE / THREATENS PROPERTY DAMAGE		
5-13-301A(1A)	0	1
TERRORISTIC THREATENING/2nd Degree		
5-13-301(2)A	1	0
THEFT LESS THAN \$ 500 FROM BUILDING		
5-36-103B(5)	1	0
THEFT LESS THAN \$ 500 FROM VEHICLE		
5-36-103B(5)	3	0
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	2	4
Totals:	73	59

Farmington Police Dept.

Tickets Issued by Officer and Month for 2012

3/1/2012 7:49:44 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Belew, Justin	59	57	0	0	0	0	0	0	0	0	0	0	116
Bertorello, James	64	45	0	0	0	0	0	0	0	0	0	0	109
Bowen, Jerry	165	127	0	0	0	0	0	0	0	0	0	0	292
Kimball, Geoffrey	30	16	0	0	0	0	0	0	0	0	0	0	46
Luond, Clint	37	15	0	0	0	0	0	0	0	0	0	0	52
Parrish, Chad	0	1	0	0	0	0	0	0	0	0	0	0	1
Thompson, Michael	2	17	0	0	0	0	0	0	0	0	0	0	19
Wilbanks, Johnie	1	6	1	0	0	0	0	0	0	0	0	0	8
Totals:	358	284	1	0	0	0	0	0	0	0	0	0	643

**Farmington Public Library
February 2012 Statistics**

Number of library card issued:
24

Daily patron visits:
6035 door counter
preschool storytime 167
teen book club 6
adult book club 5

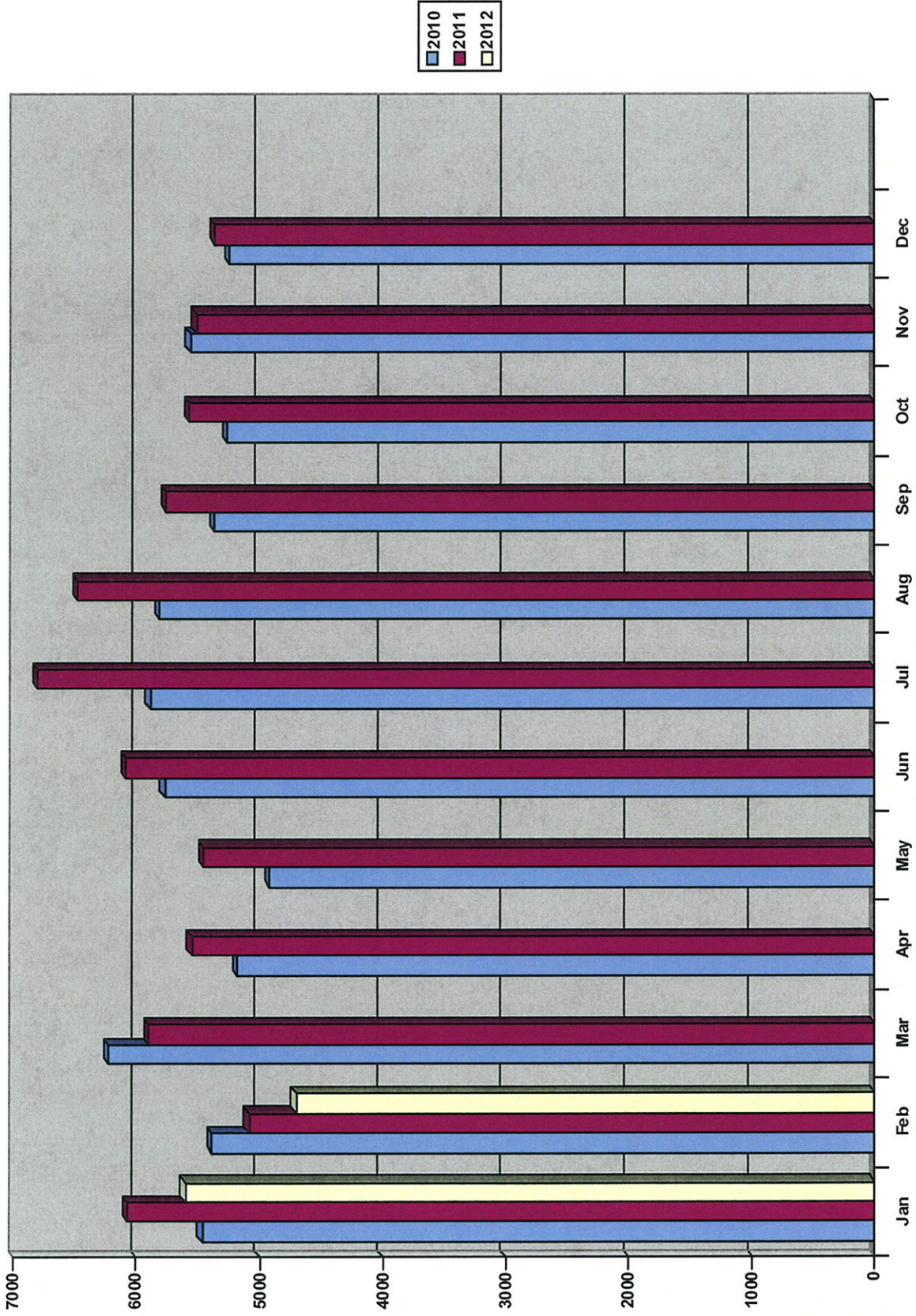
Number of patrons using the computers:
app. 576

Number of hours on computers (approximately):
app. 864

Total number of items checked out from Farmington Public Library:
4702

*** Total check out numbers for 2012 are being calculated differently due to the how statistics are collected in the new system. I plan to revise all the statistical reports to better represent the data collected. The number given is a base number. As a general estimate we circulated 6-10% more than the number given.**

Farmington Circulation 2008 - 2010



Minutes of the Regular Farmington City Council Meeting on February 13, 2012

The regular meeting of the Farmington City Council scheduled for Monday, February 13, 2012 was called to order at 6:00 p.m. by Mayor Ernie Penn. City Clerk Kelly Thomas called the roll and the following Aldermen answered to their names: Patsy Pike, Sherry Mathews, Keith Lipford, Janie Steele, Brenda Cunningham, Shelly Parsley, Bobby Morgan and Terry Yopp. A quorum was declared (8). Also present were Financial Officer Jimmy Story, City Business Manager McCarville and City Attorney Tennant. After Mayor Penn led the pledge of allegiance, he then opened the public comment portion of the meeting for citizens. There were no speakers

Approval of the minutes for January 9, 2012 Meeting - On the motion of Alderwoman Steele and seconded by Alderwoman Cunningham and by the consent of all members present, the minutes were approved, accepted and filed as amended by the City Clerk (8/0).

Financial Reports – City Clerk Thomas informed the council that the city sales tax was up \$3100.66 and the county sales tax was up \$20,185.78.

Entertain a motion to read all Ordinances and Resolutions by title only – On the motion of Alderman Lipford and seconded by Alderwoman Parsley and by the consent of all members present (8/0), it was approved to read all Ordinances and Resolutions by title only at this meeting.

**Proclamations, Special Announcements, Committee/Commission Appointments
Reappointment of Planning Commissioners**

There were none.

Committee Reports

Street Department

Alderman Morgan informed the council that the bid for the curb at Valley View came in too high and they will use alternate methods to take care of the problem. The East Creek project cost is estimated at \$6000.00 and we are waiting on an easement agreement. The Meadow Sweet drainage issue is still being looked at; the costs have been too high. Geoff Bates is working to talk with property owners with regards to property easements.

Parks & Recreation Department

Alderwoman Mathews informed the council her committee had met and were working on several things. A copy of the meetings minutes was included in the council packet. The committee is looking at a brick contribution program for the sports complex. Patsy Pike has donated a flag pole and message board in honor of C.D. Pike.

Old Business

Ordinance No 2012-02 Establish a Permitting Process and Privilege Permit for Selling or Dispensing any Controlled Beverage Within the City of Farmington, Arkansas by Businesses Licensed by the State of Arkansas to sell Alcoholic Beverages; Levying Permit Fees and a City Supplemental Tax of Five Percent Upon the Annual Gross Receipts Which are Derived Therefrom; Repealing any Ordinance in conflict Therewith; Establishing Penalties for the Violation of these provisions; Establishing Effective Dates; and Other Purposes.

A motion was made by Alderwoman Steele and seconded by Alderwoman Parsley to place Ordinance 2012-02 on its first reading by title only. City Attorney Tennant read the ordinance. The motion passed 8/0.

New Business

Request approval to remove 3 radio tags (tag # 1023, 929 & 953) and a light bar (tag # 0044) from Fire Department inventory.

A motion was made by Alderman Morgan and seconded by Alderwoman Pike to approve removal of 3 radio tags (tag # 1023, 929 & 953) and a light bar (tag # 0044) from Fire Department inventory. The motion passed 8/0.

Request approval for a new position and salary for a firefighter

A motion was made by Alderman Yopp and seconded by Alderman Morgan to approve the new position and salary for firefighter. The motion passed 8/0.

Resolution No. 2012-01 Confirming Continued Use Agreement Between the City of Farmington and Farmington School District for a Softball Field located at 234 Rheas Mill

A motion was made by Alderman Yopp and seconded by Alderwoman Cunningham to approve Resolution No. 2012-02. City Attorney Tennant read the resolution. The motion passed 8/0.

Request approval of continued agreement with the City of Fayetteville regarding animal services.

A motion was made by Alderwoman Steele and seconded by Alderwoman Cunningham to approve the continued agreement with the City of Fayetteville regarding animal services. The motion passed 8/0.

Recommendation for Audit Services

A motion was made by Alderman Lipford and seconded by Alderwoman Steele to approve the retention of Przybysz & Associates for Audit Services.

The motion passed 8/0.

Report on Strategic Planning

Teresa Ray provided the council with a handout and gave a brief presentation with regards to the recent Strategic Planning meetings.

There being no further business to come before the Council, and on the motion of Alderwoman Steele and Seconded by Alderman Lipford and by the consent of all members present, the meeting adjourned at 7:04 p.m., until the next regularly scheduled meeting to be held on Monday, March 12, 2012 at six o'clock p.m. in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

City Clerk Kelly Thomas