



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

**CITY COUNCIL AGENDA**  
**January 12, 2015**

A regular meeting of the Farmington City Council will be held on  
Monday, January 12, 2015 at 6:00 p.m.  
City Hall  
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes December 8, 2014 City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
  - a. Street Committee
  - b. City Beautification Committee
  - c. Economic Development Committee
  - d. Park & Recreation Committee
  - e. Finance Committee
  - f. Historic Preservation Committee

## **NEW BUSINESS**

10. Resolution 2015-01 –A resolution providing for the adoption of the amended budget for the City of Farmington, Arkansas for the 12 months beginning January 1, 2014 and ending December 31, 2014; appropriating money for each item, and for other purposes

11. Resolution 2015-02 – A resolution expressing the willingness of the City of Farmington to utilize Federal-Aid Funds for the Hwy. 62-Clyde Carnes Rd. (Hwy. 170); Agreement of Understanding Between City of Farmington and The Arkansas Highway and Transportation Department.

12. Ordinance No. 2015-01 – An ordinance providing minimum energy standards for the design of new buildings and structures or portions and additions to existing buildings that provide facilities or shelter for public assembly, education, business, mercantile, institutional, storage, and residential occupancies, as well as those portions of factory and industrial occupancies designed primarily for human occupancy by regulating their exterior envelopes and the selection of their HVAC, service water heating, electrical distribution and illuminating systems and equipment for effective use of energy.

13. Request approval of contracts from EDA for MS4 Stormwater Compliance and Floodplain Administration.

14. Request approval to remove HP Laserjet P4015n printer from inventory, tag# 0367, Serial # CNDY203413.

### **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 – not available

## **Minutes of the Regular Farmington City Council Meeting December 8, 2014**

The regular meeting of the Farmington City Council scheduled for Monday December 8, 2014 was called to order at 6:00pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Aldermen answered to their names: Patsy Pike, Sherry Mathews, Keith Lipford, Janie Steele, Brenda Cunningham, Bobby Morgan, Terry Yopp and Shelly Parsley. Also present were City Attorney Tennant, City Business Manager McCarville and Financial Officer Jimmy Story.

**Approval of the minutes for the November 10, 2014 City Council Meeting** – On the motion of Alderman Steele and seconded by Alderman Yopp and by the consent of all members present, the minutes were approved as presented.

**Financial Reports** –City Clerk Penn advised that city sales tax was up \$10,523.93, county sales tax was up \$1,893.57 for a total increase of \$12,417.50.

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

**Proclamations, Special Announcements, Committee/Commission Appointments** – Mayor Penn advised that we are still waiting on appropriate weather conditions to finish paving Jimmy DeVault road..

Fire Chief Cunningham recognized two firefighters, Brett Cunningham and Scott Murphy for their heroic actions in the line of duty for rescuing injured firefighter Wille Watts who was injured in the line of duty.

Police Chief Hubbard thanked the council for the new tasers and thanked Floyd Shelly and his department for coming out and helping with traffic at the Christmas parade.

**Committee Reports - None.**

**Old Business - None.**

**New Business**

**Request approval to destroy 2009 records.**

On the motion of Alderman Pike and seconded by Alderman Lipford and by the consent of all members present, the motion was approved. .

**Request approval to remove and add volunteer firefighters**

On the motion of Alderman Steele and seconded by Alderman Parsley and by the consent of all members present, the motion was approved to remove Jeremy Ashley, Andrew Horton & Wayne Foster and add Wesley Watts and Andrew Patton.

**Ordinance 2014-19 An Ordinance to rename the offense of careless driving to inattentive driving as a vehicular traffic offense in the city of Farmington and repealing all ordinances in conflict herewith**

A motion was made by Alderman Cunningham and seconded by Alderman Mathews to suspend the rule requiring the reading of Ordinance 2014- 19 in full 3 different dates and to be read one time by title only. It was approved by all members present. City Attorney Tennant read the Ordinance by title only. Mayor Penn asked shall the Ordinance pass, it was approved by all members present.

A motion was made by Alderman Yopp and seconded by Alderman Parsley to pass Ordinance 2014- 19 with an emergency clause. It was approved by all members present.

There being no further business to come before the council and on the motion of Alderman Yopp and seconded by Alderman Steele and by the consent of all members present, the meeting adjourned at 6:15 pm until the next regularly scheduled meeting to be held Monday January 12, 2015 at 6:00 pm, in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

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Mayor Ernie Penn

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City Clerk Kelly Penn

**GENERAL FUND**  
**Balance Sheet**  
**12/31/14**

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**Book Value**  
**Dec 2014**  
**Actual**

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**Assets**

**Current Assets**

**Cash**

CATASTROPHIC MONEY MARKET	136,204.28
GENERAL FUND CHECKING ACCT	332,738.94
GENERAL FUND MONEY MARKET	2,400,181.24
<b>Total Current Assets</b>	<b>\$2,869,124.46</b>
<b>Total Assets</b>	<b>\$2,869,124.46</b>

**Fund Balance**

**Suplus Carryover**

CY SURPLUS (DEFICIT)	949,738.12
FUND BALANCE	1,919,386.34
<b>Total Fund Balance</b>	<b>\$2,869,124.46</b>
<b>Total Liabilities and Equity</b>	<b>\$2,869,124.46</b>

**GENERAL FUND**  
**SALES TAX REPORT**  
**12/01/14 to 12/31/14**

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	<b>Dec 2014</b>	<b>Dec 2013</b>
	<b>Dec 2014</b>	<b>Dec 2013</b>
	<b>Actual</b>	<b>Actual</b>
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<b>Revenue</b>		
ALCOHOL SALES TAX	138.40	100.15
CITY SALES TAX REVENUES	40,279.19	27,671.20
SALES TAX - OTHER	84,200.61	77,710.95
STREET CITY SALES TAX	13,426.40	9,223.74
<b>Total Revenue</b>	<b>\$138,044.60</b>	<b>\$114,706.04</b>
<b>Total Gross Profit</b>	<b>\$138,044.60</b>	<b>\$114,706.04</b>
<b>Total Net Income (Loss) From Operations</b>	<b>\$138,044.60</b>	<b>\$114,706.04</b>
<b>Total Net Income (Loss)</b>	<b>\$138,044.60</b>	<b>\$114,706.04</b>

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2014 Dec 2014 Actual	Jan 2014 Dec 2014 Budget	Jan 2014 Dec 2014 Variance	Jan 2014 Dec 2014	Jan 2014 Dec 2014 Variance
<b>Revenue &amp; Expenditures</b>					
<b>GENERAL REVENUES</b>					
Revenue					
ACCIDENT REPORT REVENUES	820.00	600.00	220.00	600.00	220.00
ACT 833	19,922.18	17,000.00	2,922.18	17,000.00	2,922.18
ALCOHOL SALES TAX	2,266.80	600.00	1,666.80	600.00	1,666.80
ANIMAL CONTROL REVENUES	3,560.00	2,500.00	1,060.00	2,500.00	1,060.00
BUILDING INSPECTION FEES	114,286.03	25,000.00	89,286.03	25,000.00	89,286.03
BUSINESS LICENSES	5,050.00	5,000.00	50.00	5,000.00	50.00
CITY COURT FINES	52,546.25	70,000.00	(17,453.75)	70,000.00	(17,453.75)
CITY SALES TAX REVENUES	421,124.52	344,000.00	77,124.52	344,000.00	77,124.52
COUNTY TURNBACK	408,494.22	373,000.00	35,494.22	373,000.00	35,494.22
DEVELOPMENT FEES	17,671.00	1,000.00	16,671.00	1,000.00	16,671.00
FRANCHISE FEES	346,270.05	315,538.00	30,732.05	315,538.00	30,732.05
GARAGE SALE PERMITS	3,250.00	3,500.00	(250.00)	3,500.00	(250.00)
GRANTS	32,000.00	0.00	32,000.00	0.00	32,000.00
INTEREST REVENUES	2,056.19	2,000.00	56.19	2,000.00	56.19
MISCELLANEOUS REVENUES	304,680.59	1,200.00	303,480.59	1,200.00	303,480.59
PARK RENTAL	1,180.00	1,200.00	(20.00)	1,200.00	(20.00)
SALES TAX - OTHER	983,293.98	952,000.00	31,293.98	952,000.00	31,293.98
SPORTS COMPLEX FEES	49,675.74	56,000.00	(6,324.26)	56,000.00	(6,324.26)
SRO REIMBURSEMENT REVENUES	27,388.97	31,000.00	(3,611.03)	31,000.00	(3,611.03)
STATE TURNBACK	97,995.90	95,000.00	2,995.90	95,000.00	2,995.90
<b>Revenue</b>	<b>\$2,893,532.42</b>	<b>\$2,296,138.00</b>	<b>\$597,394.42</b>	<b>\$2,296,138.00</b>	<b>\$597,394.42</b>
Revenue Less Expenditures	\$2,893,532.42	\$2,296,138.00	\$0.00	\$2,296,138.00	\$0.00
<b>Net Change in Fund Balance</b>	<b>\$2,893,532.42</b>	<b>\$2,296,138.00</b>	<b>\$0.00</b>	<b>\$2,296,138.00</b>	<b>\$0.00</b>

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget
<b>ADMINISTRATIVE DEPT</b>								
<b>Expenses</b>								
ADDITIONAL SERVICES EXPENSE	171,975.45	115,000.00	56,975.45	115,000.00	56,975.45			
ADVERTISING EXPENSE	404.62	2,500.00	(2,095.38)	2,500.00	(2,095.38)			
BUILDING MAINT & CLEANING	166,695.87	50,000.00	116,695.87	50,000.00	116,695.87			
ELECTION EXPENSES	3,243.37	0.00	3,243.37	0.00	3,243.37			
INSURANCES EXPENSE	20,538.25	22,000.00	(1,461.75)	22,000.00	(1,461.75)			
LEGAL FEES	456.50	10,000.00	(9,543.50)	10,000.00	(9,543.50)			
MATERIALS & SUPPLIES EXPENSE	10,472.73	22,000.00	(11,527.27)	22,000.00	(11,527.27)			
MISCELLANEOUS EXPENSE	1,279.19	2,000.00	(720.81)	2,000.00	(720.81)			
NEW EQUIPMENT PURCHASE	24,072.76	16,000.00	8,072.76	16,000.00	8,072.76			
PAYROLL EXP - CITY ATTRNY	28,919.40	28,200.00	719.40	28,200.00	719.40			
PAYROLL EXP - ELECTED OFFICIA	57,405.92	64,000.00	(6,594.08)	64,000.00	(6,594.08)			
PAYROLL EXP - REGULAR	201,545.28	206,000.00	(4,454.72)	206,000.00	(4,454.72)			
PLANNING COMMISSION	11,195.93	19,400.00	(8,204.07)	19,400.00	(8,204.07)			
POSTAGE EXPENSE	2,272.96	4,000.00	(1,727.04)	4,000.00	(1,727.04)			
PROFESSIONAL SERVICES	54,605.35	41,428.00	13,177.35	41,428.00	13,177.35			
REPAIR & MAINT - OFFICE EQUIP	1,950.69	6,000.00	(4,049.31)	6,000.00	(4,049.31)			
TECHNICAL SUPPORT	1,998.73	6,000.00	(4,001.27)	6,000.00	(4,001.27)			
TRAVEL, TRAINING & MEETINGS	6,293.03	15,000.00	(8,706.97)	15,000.00	(8,706.97)			
UTILITIES EXPENSES	41,591.36	42,000.00	(408.64)	42,000.00	(408.64)			
<b>Expenses</b>	<b>\$806,917.39</b>	<b>\$671,528.00</b>	<b>\$135,389.39</b>	<b>\$671,528.00</b>	<b>\$135,389.39</b>			
<b>Revenue Less Expenditures</b>	<b>(\$806,917.39)</b>	<b>(\$671,528.00)</b>	<b>\$0.00</b>	<b>(\$671,528.00)</b>	<b>\$0.00</b>			
<b>Net Change in Fund Balance</b>	<b>(\$806,917.39)</b>	<b>(\$671,528.00)</b>	<b>\$0.00</b>	<b>(\$671,528.00)</b>	<b>\$0.00</b>			



GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2014 Dec 2014 Actual	Jan 2014 Dec 2014 Budget	Jan 2014 Dec 2014 Variance	Jan 2014 Dec 2014	Jan 2014 Dec 2014 Variance
<b>ANIMAL CONTROL DEPT</b>					
<b>Expenses</b>					
FUEL EXPENSES	1,856.45	2,430.00	(573.55)	2,430.00	(573.55)
MATERIALS & SUPPLIES EXPENSE	175.90	600.00	(424.10)	600.00	(424.10)
NEW EQUIPMENT PURCHASE	0.00	800.00	(800.00)	800.00	(800.00)
PAYROLL EXP - REGULAR	46,782.83	50,000.00	(3,217.17)	50,000.00	(3,217.17)
PROFESSIONAL SERVICES	11,203.00	16,100.00	(4,897.00)	16,100.00	(4,897.00)
REPAIR & MAINT - EQUIPMENT	753.82	500.00	253.82	500.00	253.82
TELECOMMUNICATION EXPENSES	197.41	1,600.00	(1,402.59)	1,600.00	(1,402.59)
TRAVEL, TRAINING & MEETINGS	920.65	500.00	420.65	500.00	420.65
UNIFORMS/GEAR EXPENSE	653.68	728.00	(74.32)	728.00	(74.32)
<b>Expenses</b>	<b>\$62,543.74</b>	<b>\$73,258.00</b>	<b>(\$10,714.26)</b>	<b>\$73,258.00</b>	<b>(\$10,714.26)</b>
Revenue Less Expenditures	(\$62,543.74)	(\$73,258.00)	\$0.00	(\$73,258.00)	\$0.00
Net Change in Fund Balance	(\$62,543.74)	(\$73,258.00)	\$0.00	(\$73,258.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2014 Dec 2014 Actual	Year-To-Date Jan 2014 Dec 2014 Budget	Year-To-Date Jan 2014 Dec 2014 Variance	Annual Budget Jan 2014 Dec 2014	Annual Budget Jan 2014 Dec 2014 Variance
<b>BUILDING PERMIT DEPT</b>					
<b>Expenses</b>					
FUEL EXPENSES	2,661.24	3,000.00	(338.76)	3,000.00	(338.76)
MATERIALS & SUPPLIES EXPENSE	532.90	1,000.00	(467.10)	1,000.00	(467.10)
PAYROLL EXP - REGULAR	66,053.82	84,600.00	(18,546.18)	84,600.00	(18,546.18)
REPAIR & MAINT - EQUIPMENT	1,071.32	1,000.00	71.32	1,000.00	71.32
TELECOMMUNICATION EXPENSES	197.42	1,600.00	(1,402.58)	1,600.00	(1,402.58)
TRAVEL, TRAINING & MEETINGS	1,494.66	2,500.00	(1,005.34)	2,500.00	(1,005.34)
UNIFORMS/GEAR EXPENSE	559.44	1,000.00	(440.56)	1,000.00	(440.56)
	<b>\$72,570.80</b>	<b>\$94,700.00</b>	<b>(\$22,129.20)</b>	<b>\$94,700.00</b>	<b>(\$22,129.20)</b>
Revenue Less Expenditures	(\$72,570.80)	(\$94,700.00)	\$0.00	(\$94,700.00)	\$0.00
Net Change in Fund Balance	(\$72,570.80)	(\$94,700.00)	\$0.00	(\$94,700.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		
	Jan 2014	Dec 2014	Jan 2014	Dec 2014	Jan 2014	Dec 2014	Jan 2014	Dec 2014	
	Actual	Budget	Variance		Variance		Variance		
<b>FIRE DEPT</b>									
<b>Expenses</b>									
FUEL EXPENSES	6,644.43	7,500.00	(855.57)		7,500.00	(855.57)			
GRANT EXPENSE	32,000.00	0.00	32,000.00		0.00	32,000.00			
HAZMAT EXPENSES	2,270.12	2,400.00	(129.88)		2,400.00	(129.88)			
MATERIALS & SUPPLIES EXPENSE	8,208.06	7,000.00	1,208.06		7,000.00	1,208.06			
MISCELLANEOUS EXPENSE	0.00	500.00	(500.00)		500.00	(500.00)			
NEW EQUIPMENT PURCHASE	30,000.00	30,000.00	0.00		30,000.00	0.00			
PAYROLL EXP - REGULAR	211,218.51	205,000.00	6,218.51		205,000.00	6,218.51			
REPAIR & MAINT - EQUIPMENT	2,043.85	3,000.00	(956.15)		3,000.00	(956.15)			
REPAIR & MAINT - TRUCK	2,828.99	5,000.00	(2,171.01)		5,000.00	(2,171.01)			
TELECOMMUNICATION EXPENSES	425.93	2,500.00	(2,074.07)		2,500.00	(2,074.07)			
TRAVEL, TRAINING & MEETINGS	2,487.19	4,000.00	(1,512.81)		4,000.00	(1,512.81)			
UNIFORMS/GEAR EXPENSE	11,109.69	11,162.00	(52.31)		11,162.00	(52.31)			
<b>Expenses</b>	<b>\$309,236.77</b>	<b>\$278,062.00</b>	<b>\$31,174.77</b>		<b>\$278,062.00</b>	<b>\$31,174.77</b>			
<b>Revenue Less Expenditures</b>	<b>(\$309,236.77)</b>	<b>(\$278,062.00)</b>	<b>\$0.00</b>		<b>(\$278,062.00)</b>	<b>\$0.00</b>			
<b>Net Change in Fund Balance</b>	<b>(\$309,236.77)</b>	<b>(\$278,062.00)</b>	<b>\$0.00</b>		<b>(\$278,062.00)</b>	<b>\$0.00</b>			

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2014 Dec 2014 Actual	Year-To-Date Jan 2014 Dec 2014 Budget	Year-To-Date Jan 2014 Dec 2014 Variance	Annual Budget Jan 2014 Dec 2014	Annual Budget Jan 2014 Dec 2014 Variance
<b>LAW ENFORCE - COURT</b>					
<b>Expenses</b>					
MATERIALS & SUPPLIES EXPENSE	818.84	2,100.00	(1,281.16)	2,100.00	(1,281.16)
MISCELLANEOUS EXPENSE	0.00	400.00	(400.00)	400.00	(400.00)
NEW EQUIPMENT PURCHASE	797.39	3,000.00	(2,202.61)	3,000.00	(2,202.61)
PAYROLL EXP - REGULAR	87,876.12	90,500.00	(2,623.88)	90,500.00	(2,623.88)
SPECIAL COURT COSTS	7,974.00	6,000.00	1,974.00	6,000.00	1,974.00
TRAVEL, TRAINING & MEETINGS	0.00	1,950.00	(1,950.00)	1,950.00	(1,950.00)
	<b>\$97,466.35</b>	<b>\$103,950.00</b>	<b>(\$6,483.65)</b>	<b>\$103,950.00</b>	<b>(\$6,483.65)</b>
Revenue Less Expenditures	(\$97,466.35)	(\$103,950.00)	\$0.00	(\$103,950.00)	\$0.00
Net Change in Fund Balance	(\$97,466.35)	(\$103,950.00)	\$0.00	(\$103,950.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Year-To-Date	Year-To-Date	Annual Budget	Annual Budget
	Jan 2014 Dec 2014 Actual	Jan 2014 Dec 2014 Budget	Jan 2014 Dec 2014 Variance	Jan 2014 Dec 2014	Jan 2014 Dec 2014 Variance
<b>LAW ENFORCE - POLICE</b>					
<b>Expenses</b>					
BREATHALYZER EXPENSES	599.13	800.00	(200.87)	800.00	(200.87)
DRUG TASK FORCE	1,500.00	2,000.00	(500.00)	2,000.00	(500.00)
FUEL EXPENSES	33,219.99	37,500.00	(4,280.01)	37,500.00	(4,280.01)
MATERIALS & SUPPLIES EXPENSE	42,839.25	25,114.00	17,725.25	25,114.00	17,725.25
MISCELLANEOUS EXPENSE	12.25	1,000.00	(987.75)	1,000.00	(987.75)
NEW EQUIPMENT PURCHASE	60,319.22	64,000.00	(3,680.78)	64,000.00	(3,680.78)
PAYROLL EXP - REGULAR	579,497.07	605,000.00	(25,502.93)	605,000.00	(25,502.93)
PAYROLL EXP - SRO	56,695.83	64,000.00	(7,304.17)	64,000.00	(7,304.17)
REPAIR & MAINT - AUTOMOBILES	14,585.74	15,000.00	(414.26)	15,000.00	(414.26)
REPAIR & MAINT - EQUIPMENT	2,444.26	1,500.00	944.26	1,500.00	944.26
TELECOMMUNICATION EXPENSES	402.69	2,500.00	(2,097.31)	2,500.00	(2,097.31)
TRAVEL, TRAINING & MEETINGS	2,505.78	8,700.00	(6,194.22)	8,700.00	(6,194.22)
UNIFORMS/GEAR EXPENSE	6,873.20	8,000.00	(1,126.80)	8,000.00	(1,126.80)
<b>Expenses</b>	<b>\$801,494.41</b>	<b>\$835,114.00</b>	<b>(\$33,619.59)</b>	<b>\$835,114.00</b>	<b>(\$33,619.59)</b>
Revenue Less Expenditures	(\$801,494.41)	(\$835,114.00)	\$0.00	(\$835,114.00)	\$0.00
Net Change in Fund Balance	(\$801,494.41)	(\$835,114.00)	\$0.00	(\$835,114.00)	\$0.00

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2014 Dec 2014 Actual	Year-To-Date Jan 2014 Dec 2014 Budget	Year-To-Date Jan 2014 Dec 2014 Variance	Annual Budget Jan 2014 Dec 2014	Annual Budget Jan 2014 Dec 2014 Variance
<b>LIBRARY</b>					
<b>Expenses</b>					
LIBRARY TRANSFER	23,519.00	23,519.00	0.00	23,519.00	0.00
Expenses	<u>\$23,519.00</u>	<u>\$23,519.00</u>	<u>\$0.00</u>	<u>\$23,519.00</u>	<u>\$0.00</u>
Revenue Less Expenditures	<u>(\$23,519.00)</u>	<u>(\$23,519.00)</u>	<u>\$0.00</u>	<u>(\$23,519.00)</u>	<u>\$0.00</u>
Net Change in Fund Balance	<u>(\$23,519.00)</u>	<u>(\$23,519.00)</u>	<u>\$0.00</u>	<u>(\$23,519.00)</u>	<u>\$0.00</u>

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget		Annual Budget	
	Jan 2014	Dec 2014	Jan 2014	Dec 2014	Jan 2014	Dec 2014	Jan 2014	Dec 2014	Jan 2014	Dec 2014
	Actual	Budget	Variance		Variance		Variance		Variance	
<b>PARKS DEPT</b>										
<b>Expenses</b>										
FUEL EXPENSES	3,290.39	2,200.00	1,090.39	2,200.00	1,090.39	2,200.00	1,090.39	2,200.00	(2,331.71)	1,090.39
MATERIALS & SUPPLIES EXPENSE	2,668.29	5,000.00	(2,331.71)	5,000.00	(2,331.71)	5,000.00	(2,331.71)	5,000.00	(2,331.71)	(2,331.71)
MISCELLANEOUS EXPENSE	0.00	1,500.00	(1,500.00)	1,500.00	(1,500.00)	1,500.00	(1,500.00)	1,500.00	(1,500.00)	(1,500.00)
NEW EQUIPMENT PURCHASE	8,094.00	12,000.00	(3,906.00)	12,000.00	(3,906.00)	12,000.00	(3,906.00)	12,000.00	(3,906.00)	(3,906.00)
PAYROLL EXP - REGULAR	40,845.37	46,410.00	(5,564.63)	46,410.00	(5,564.63)	46,410.00	(5,564.63)	46,410.00	(5,564.63)	(5,564.63)
PAYROLL EXP - SPORTS COMPLEX	53,574.15	55,000.00	(1,425.85)	55,000.00	(1,425.85)	55,000.00	(1,425.85)	55,000.00	(1,425.85)	(1,425.85)
PROFESSIONAL SERVICES	920.00	1,000.00	(80.00)	1,000.00	(80.00)	1,000.00	(80.00)	1,000.00	(80.00)	(80.00)
REPAIR & MAINT - EQUIPMENT	736.45	2,000.00	(1,263.55)	2,000.00	(1,263.55)	2,000.00	(1,263.55)	2,000.00	(1,263.55)	(1,263.55)
SPORTS PARK FUEL	2,048.50	2,000.00	48.50	2,000.00	48.50	2,000.00	48.50	2,000.00	48.50	48.50
SPORTS PARK MATERIALS	20,499.53	12,000.00	8,499.53	12,000.00	8,499.53	12,000.00	8,499.53	12,000.00	8,499.53	8,499.53
SPORTS PARK NEW EQUIP	18,541.63	5,000.00	13,541.63	5,000.00	13,541.63	5,000.00	13,541.63	5,000.00	13,541.63	13,541.63
SPORTS PARK PROF SERV	29,054.31	32,000.00	(2,945.69)	32,000.00	(2,945.69)	32,000.00	(2,945.69)	32,000.00	(2,945.69)	(2,945.69)
SPORTS PARK REPAIR/MAINT	1,384.83	1,197.00	187.83	1,197.00	187.83	1,197.00	187.83	1,197.00	187.83	187.83
SPORTS PARK UNIFORMS	653.68	750.00	(96.32)	750.00	(96.32)	750.00	(96.32)	750.00	(96.32)	(96.32)
SPORTS PARK UTILITIES	14,535.92	35,000.00	(20,464.08)	35,000.00	(20,464.08)	35,000.00	(20,464.08)	35,000.00	(20,464.08)	(20,464.08)
UNIFORMS/GEAR EXPENSE	653.68	750.00	(96.32)	750.00	(96.32)	750.00	(96.32)	750.00	(96.32)	(96.32)
UTILITIES EXPENSES	2,613.87	2,200.00	413.87	2,200.00	413.87	2,200.00	413.87	2,200.00	413.87	413.87
<b>Expenses</b>	<b>\$200,114.60</b>	<b>\$216,007.00</b>	<b>(\$15,892.40)</b>	<b>\$216,007.00</b>	<b>(\$15,892.40)</b>	<b>\$216,007.00</b>	<b>(\$15,892.40)</b>	<b>\$216,007.00</b>	<b>(\$15,892.40)</b>	<b>\$216,007.00</b>
Revenue Less Expenditures	(\$200,114.60)	(\$216,007.00)	\$0.00	(\$216,007.00)	\$0.00	(\$216,007.00)	\$0.00	(\$216,007.00)	\$0.00	\$0.00
Net Change in Fund Balance	(\$200,114.60)	(\$216,007.00)	\$0.00	(\$216,007.00)	\$0.00	(\$216,007.00)	\$0.00	(\$216,007.00)	\$0.00	\$0.00

Statement of Revenue and Expenditures

	Year-To-Date Jan 2014 Dec 2014	Year-To-Date Jan 2014 Dec 2014	Year-To-Date Jan 2014 Dec 2014	Annual Budget Jan 2014 Dec 2014	Annual Budget Jan 2014 Dec 2014
	Actual	Budget	Variance	Jan 2014 Dec 2014	Jan 2014 Dec 2014
<b>TRANSFERS BETWEEN FUNDS</b>					
<b>Revenue</b>					
STREET CITY SALES TAX	140,374.81	0.00	140,374.81	0.00	140,374.81
STREET COUNTY TURNBAC	44,600.95	0.00	44,600.95	0.00	44,600.95
<b>Revenue</b>	<b>\$184,975.76</b>	<b>\$0.00</b>	<b>\$184,975.76</b>	<b>\$0.00</b>	<b>\$184,975.76</b>
<b>Expenses</b>					
STREET CITY SALE TAX	140,374.81	0.00	140,374.81	0.00	140,374.81
STREET COUNTY TURNBAC	44,800.95	0.00	44,800.95	0.00	44,800.95
<b>Expenses</b>	<b>\$185,175.76</b>	<b>\$0.00</b>	<b>\$185,175.76</b>	<b>\$0.00</b>	<b>\$185,175.76</b>
<b>Revenue Less Expenditures</b>	<b>(\$200.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Change in Fund Balance</b>	<b>(\$200.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



**STREET FUND**  
**Balance Sheet**  
**12/31/14**

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**Book Value**  
**Dec 2014**  
**Actual**

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**Assets**

**Current Assets**

**Cash**

STREET FUND CHECKING ACCT	502,446.13
<b>Total Current Assets</b>	<b>\$502,446.13</b>
<b>Total Assets</b>	<b>\$502,446.13</b>

**Fund Balance**

**Suplus Carryover**

CY SURPLUS (DEFICIT)	(184,204.41)
FUND BALANCE	686,650.54
<b>Total Fund Balance</b>	<b>\$502,446.13</b>
<b>Total Liabilities and Equity</b>	<b>\$502,446.13</b>

**STREET FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date Jan 2014 Dec 2014 Actual	Year-To-Date Jan 2014 Dec 2014 Budget	Year-To-Date Jan 2014 Dec 2014 Variance	Annual Budget Jan 2014 Dec 2014	Annual Budget Jan 2014 Dec 2014 Variance
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
INTEREST REVENUES	117.34	100.00	17.34	100.00	17.34
MISCELLANEOUS REVENUES	10,290.80	100.00	10,190.80	100.00	10,190.80
STREET CITY SALES TAX	140,374.81	113,100.00	27,274.81	113,100.00	27,274.81
STREET COUNTY TURNBACK	44,800.95	40,994.00	3,806.95	40,994.00	3,806.95
STREET STATE TURNBACK	394,517.14	366,500.00	28,017.14	366,500.00	28,017.14
<b>Revenue</b>	<b>\$590,101.04</b>	<b>\$520,794.00</b>	<b>\$69,307.04</b>	<b>\$520,794.00</b>	<b>\$69,307.04</b>
<b>Expenses</b>					
FUEL EXPENSES	7,553.96	8,500.00	(946.04)	8,500.00	(946.04)
INSURANCES EXPENSE	4,347.44	2,300.00	2,047.44	2,300.00	2,047.44
MATERIALS & SUPPLIES EXPENSE	7,897.70	13,000.00	(5,102.30)	13,000.00	(5,102.30)
MISCELLANEOUS EXPENSE	5,944.00	494.00	5,450.00	494.00	5,450.00
NEW EQUIPMENT PURCHASE	5,385.21	5,000.00	385.21	5,000.00	385.21
PAYROLL EXP - REGULAR	151,135.26	164,000.00	(12,864.74)	164,000.00	(12,864.74)
PROFESSIONAL SERVICES	15,650.17	10,000.00	5,650.17	10,000.00	5,650.17
REPAIR & MAINT - EQUIPMENT	5,301.97	10,000.00	(4,698.03)	10,000.00	(4,698.03)
STREET LIGHTS	47,262.49	47,000.00	262.49	47,000.00	262.49
STREET/ROAD REPAIRS	190,447.09	250,500.00	(60,052.91)	250,500.00	(60,052.91)
TELECOMMUNICATION EXPENSES	384.98	2,000.00	(1,615.02)	2,000.00	(1,615.02)
TRAVEL, TRAINING & MEETINGS	136.25	1,000.00	(863.75)	1,000.00	(863.75)
UNIFORMS/GEAR EXPENSE	1,776.80	2,000.00	(223.20)	2,000.00	(223.20)
UTILITIES EXPENSES	4,143.08	5,000.00	(856.92)	5,000.00	(856.92)
<b>Expenses</b>	<b>\$447,366.40</b>	<b>\$520,794.00</b>	<b>(\$73,427.60)</b>	<b>\$520,794.00</b>	<b>(\$73,427.60)</b>
<b>Revenue Less Expenditures</b>	<b>\$142,734.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Change in Fund Balance</b>	<b>\$142,734.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Fund Balances</b>					
Beginning Fund Balance	359,711.49	0.00	0.00	0.00	0.00
Net Change in Fund Balance	142,734.64	0.00	0.00	0.00	0.00
Ending Fund Balance	502,446.13	0.00	0.00	0.00	0.00

**LIBRARY FUND**  
**Balance Sheet**  
**12/31/14**

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Book Value  
Dec 2014  
Actual

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**Assets**

**Current Assets**

**Cash**

LIBRARY CHECKING ACCT	69,629.31
<b>Total Current Assets</b>	<b>\$69,629.31</b>
<b>Total Assets</b>	<b>\$69,629.31</b>

**Fund Balance**

**Suplus Carryover**

CY SURPLUS (DEFICIT)	25,068.59
FUND BALANCE	44,560.72
<b>Total Fund Balance</b>	<b>\$69,629.31</b>
<b>Total Liabilities and Equity</b>	<b>\$69,629.31</b>

**LIBRARY FUND**  
**Statement of Revenue and Expenditures**

	Year-To-Date Jan 2014 Dec 2014 Actual	Year-To-Date Jan 2014 Dec 2014 Budget	Year-To-Date Jan 2014 Dec 2014 Variance	Annual Budget Jan 2014 Dec 2014	Annual Budget Jan 2014 Dec 2014 Variance
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
FINES/LOST ITEMS	3,797.83	3,000.00	797.83	3,000.00	797.83
GRANTS	61,000.00	0.00	61,000.00	0.00	61,000.00
INTEREST REVENUES	24.69	0.00	24.69	0.00	24.69
MISCELLANEOUS REVENUES	1,369.72	0.00	1,369.72	0.00	1,369.72
TRANS FROM GENERAL FUND	23,519.00	23,519.00	0.00	23,519.00	0.00
WASHINGTON CO LIBRARY REVE	139,350.96	139,351.00	(0.04)	139,351.00	(0.04)
<b>Revenue</b>	<b>\$229,062.20</b>	<b>\$165,870.00</b>	<b>\$63,192.20</b>	<b>\$165,870.00</b>	<b>\$63,192.20</b>
<b>Expenses</b>					
BOOKS AND MEDIA	23,942.31	32,000.00	(8,057.69)	32,000.00	(8,057.69)
GRANT EXPENSE	60,981.38	0.00	60,981.38	0.00	60,981.38
INSURANCES EXPENSE	1,092.00	1,900.00	(808.00)	1,900.00	(808.00)
MATERIALS & SUPPLIES EXPENSE	5,786.26	4,470.00	1,316.26	4,470.00	1,316.26
MISCELLANEOUS EXPENSE	144.48	300.00	(155.52)	300.00	(155.52)
NEW EQUIPMENT PURCHASE	0.00	1,500.00	(1,500.00)	1,500.00	(1,500.00)
PAYROLL EXP - REGULAR	89,225.11	113,000.00	(23,774.89)	113,000.00	(23,774.89)
POSTAGE EXPENSE	377.00	400.00	(23.00)	400.00	(23.00)
PROGRAMS EXPENSE	259.29	250.00	9.29	250.00	9.29
REPAIR & MAINT - BUILDING	4,281.66	4,500.00	(218.34)	4,500.00	(218.34)
TECHNICAL SUPPORT	0.00	750.00	(750.00)	750.00	(750.00)
TRAVEL, TRAINING & MEETINGS	0.00	300.00	(300.00)	300.00	(300.00)
UTILITIES EXPENSES	9,306.66	6,500.00	2,806.66	6,500.00	2,806.66
<b>Expenses</b>	<b>\$195,396.15</b>	<b>\$165,870.00</b>	<b>\$29,526.15</b>	<b>\$165,870.00</b>	<b>\$29,526.15</b>
<b>Revenue Less Expenditures</b>	<b>\$33,666.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Change in Fund Balance</b>	<b>\$33,666.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Fund Balances</b>					
Beginning Fund Balance	35,963.26	0.00	0.00	0.00	0.00
Net Change in Fund Balance	33,666.05	0.00	0.00	0.00	0.00
Ending Fund Balance	69,629.31	0.00	0.00	0.00	0.00

RESOLUTION NO. 2015-01

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

Whereas, it is necessary to amend the budget to reflect actual revenues and expenditures at year end;

Now therefore, be it resolved by the City Council of the City of Farmington, Arkansas:

Section 1: This resolution shall be known as the budget amendment resolution for the City of Farmington for the twelve (12) month period beginning January 1, 2014 and ending December 31, 2014. The attached budget amendment is incorporated herein as if set out word for word and figure for figure to reflect actual revenues and expenditures as set forth on the succeeding pages described in Exhibit "A", which is attached hereto and incorporated by reference.

Section 2: If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this resolution are declared to be severable.

Passed and approved this 12th day of January, 2015.

APPROVED:

By: \_\_\_\_\_  
Ernie Penn, Mayor

ATTEST:

By: \_\_\_\_\_  
Kelly Penn, City Clerk



GENERAL BUDGET TOTAL WORK SHEET				
ITEM	INCOME	BUGET 2014	AMOUNT LEFT	AMEND
	ACTUAL		2014 BUDGET	2014 BUDGET
INCOME				
ACCIDENT REPORT	\$ 820.00	\$ 600.00	\$ 220.00	\$ 800.00
ACT 833	\$ 19,922.18	\$ 17,000.00	\$ 2,922.18	\$ 17,000.00
ALCOHOL TAX	\$ 2,266.80	\$ 600.00	\$ 1,666.80	\$ 600.00
ANIMAL CONTROL	\$ 3,560.00	\$ 2,500.00	\$ 1,060.00	\$ 2,500.00
BUILDING INSPECTION	\$ 114,286.03	\$ 25,000.00	\$ 89,286.03	\$ 110,000.00
BUSINESS LICENSE	\$ 5,050.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00
COURT FINES	\$ 52,546.25	\$ 70,000.00	\$ (17,453.75)	\$ 55,000.00
CITY SALES TAX	\$ 421,124.52	\$ 344,000.00	\$ 77,124.52	\$ 375,000.00
COUNTY TURNBACK	\$ 408,494.22	\$ 373,000.00	\$ 35,494.22	\$ 375,000.00
DEVELOPMENT FEE	\$ 17,671.00	\$ 1,000.00	\$ 16,671.00	\$ 15,000.00
FRANCHISE FEES	\$ 345,967.15	\$ 315,538.00	\$ 30,429.15	\$ 315,000.00
GARAGE SALE PERM	\$ 3,250.00	\$ 3,500.00	\$ (250.00)	\$ 3,000.00
GRANTS	\$ 32,000.00	\$ -	\$ 32,000.00	\$ 32,000.00
INTEREST	\$ 2,056.19	\$ 2,000.00	\$ 56.19	\$ 1,981.00
MISC INCOME	\$ 184,150.16	\$ 1,200.00	\$ 182,950.16	\$ 2,000.00
PARK RENTAL/DONA	\$ 1,180.00	\$ 1,200.00	\$ (20.00)	\$ 1,200.00
SALES TAX	\$ 983,293.98	\$ 952,000.00	\$ 31,293.98	\$ 983,000.00
SPORTS COMPLEX FEES	\$ 49,675.74	\$ 56,000.00	\$ (6,324.26)	\$ 49,000.00
SRO REMB	\$ 27,388.97	\$ 31,000.00	\$ (3,611.03)	\$ 28,000.00
STATE TURNBACK	\$ 97,995.90	\$ 95,000.00	\$ 2,995.90	\$ 97,000.00
TOTAL	\$ 2,772,699.09	\$ 2,296,138.00	\$ 476,341.09	\$ 2,468,081.00
ACTUAL				
ANIMAL		\$ -		
FUEL	\$ 1,856.45	\$ 2,430.00	\$ (573.55)	\$ 2,000.00
MATERIALS/SUPPLIES	\$ 175.90	\$ 600.00	\$ (424.10)	\$ 350.00
NEW EQUIP	\$ -	\$ 800.00	\$ (800.00)	\$ -
PAYROLL	\$ 46,782.83	\$ 50,000.00	\$ (3,217.17)	\$ 50,000.00
PROFESSIONAL SERV	\$ 11,203.00	\$ 16,100.00	\$ (4,897.00)	\$ 15,000.00
REPAIR/MAINT	\$ 753.82	\$ 500.00	\$ 253.82	\$ 1,000.00
TELECOMMUNICATION	\$ 197.41	\$ 1,600.00	\$ (1,402.59)	\$ 200.00
TRAVEL	\$ 920.65	\$ 500.00	\$ 420.65	\$ 1,000.00
UNIFORMS	\$ 653.68	\$ 728.00	\$ (74.32)	\$ 700.00
<b>SUB TOTAL ANIMAL</b>	<b>\$ 62,543.74</b>	<b>\$ 73,258.00</b>	<b>\$ (10,714.26)</b>	<b>\$ 70,250.00</b>
BUILDING INSP				
FUEL	\$ 2,661.24	\$ 3,000.00	\$ (338.76)	\$ 3,000.00
NEW EQUIPMENT	\$ -	\$ -		
MATERIALS/SUPPLIES	\$ 532.90	\$ 1,000.00	\$ (467.10)	\$ 1,000.00
PAYROLL	\$ 66,053.82	\$ 84,600.00	\$ (18,546.18)	\$ 70,000.00
REPAIR/MAINT	\$ 1,071.32	\$ 1,000.00	\$ 71.32	\$ 1,250.00
TELECOMMUNICATION	\$ 197.42	\$ 1,600.00	\$ (1,402.58)	\$ 200.00
TRAVEL/TRAINING	\$ 1,494.66	\$ 2,500.00	\$ (1,005.34)	\$ 2,000.00
UNIFORMS	\$ 559.44	\$ 1,000.00	\$ (440.56)	\$ 750.00
<b>SUB TOTAL BLD INSP.</b>	<b>\$ 72,570.80</b>	<b>\$ 94,700.00</b>	<b>\$ (22,129.20)</b>	<b>\$ 78,200.00</b>
FIRE DEPARTMENT				
FUEL	\$ 6,644.42	\$ 7,500.00	\$ (855.58)	\$ 7,500.00

GRANT EXPENSE	\$ 32,000.00	\$ -	\$ 32,000.00	\$ 32,000.00
HAZMAT EXP	\$ 2,270.12	\$ 2,400.00	\$ (129.88)	\$ 2,400.00
MATERIALS/SUPPLIES	\$ 8,208.06	\$ 7,000.00	\$ 1,208.06	\$ 9,000.00
MISCELLANEOUS	\$ -	\$ 500.00	\$ (500.00)	\$ -
NEW EQUIPMENT	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
PAYROLL	\$ 211,218.51	\$ 205,000.00	\$ 6,218.51	\$ 215,000.00
REPAIR/MAINT EQUIP	\$ 2,043.85	\$ 3,000.00	\$ (956.15)	\$ 3,000.00
REPAIR/MAINT TRUCK	\$ 2,828.99	\$ 5,000.00	\$ (2,171.01)	\$ 4,000.00
TELECOMMUNICATION	\$ 425.93	\$ 2,500.00	\$ (2,074.07)	\$ 500.00
TRAVEL	\$ 2,487.19	\$ 4,000.00	\$ (1,512.81)	\$ 3,500.00
UNIFORMS	\$ 11,109.69	\$ 11,162.00	\$ (52.31)	\$ 11,162.00
<b>SUB TOTAL FIRE</b>	<b>\$ 309,236.76</b>	<b>\$ 278,062.00</b>	<b>\$ 31,174.76</b>	<b>\$ 318,062.00</b>
<b>ADMINISTRATIVE</b>				
ADDITIONAL SERVICE	\$ 166,001.45	\$ 115,000.00	\$ 51,001.45	\$ 175,000.00
ADVERTISING EXP	\$ 404.62	\$ 2,500.00	\$ (2,095.38)	\$ 1,000.00
BLDG/MAINT	\$ 166,695.87	\$ 50,000.00	\$ 116,695.87	\$ 175,000.00
INSURANCE	\$ 20,538.25	\$ 22,000.00	\$ (1,461.75)	\$ 22,000.00
LEGAL EXPENSE	\$ 456.50	\$ 10,000.00	\$ (9,543.50)	\$ 1,000.00
MATERIALS/SUPPLIES	\$ 10,472.73	\$ 22,000.00	\$ (11,527.27)	\$ 12,500.00
MISC EXP	\$ 1,279.19	\$ 2,000.00	\$ (720.81)	\$ 1,500.00
NEW EQUIP	\$ 24,072.76	\$ 16,000.00	\$ 8,072.76	\$ 25,000.00
PAYROLL CITY ATT	\$ 28,919.40	\$ 28,200.00	\$ 719.40	\$ 30,000.00
PAYROLL ELECTED	\$ 57,405.92	\$ 64,000.00	\$ (6,594.08)	\$ 60,000.00
PAYROLL REGULAR	\$ 201,545.28	\$ 206,000.00	\$ (4,454.72)	\$ 205,000.00
PLANNING COMM	\$ 11,195.93	\$ 19,400.00	\$ (8,204.07)	\$ 13,000.00
POSTAGE	\$ 2,272.96	\$ 4,000.00	\$ (1,727.04)	\$ 3,000.00
PROF. SERVICE	\$ 54,605.35	\$ 41,428.00	\$ 13,177.35	\$ 57,500.00
REPAIR/MAINT OFF	\$ 1,950.69	\$ 6,000.00	\$ (4,049.31)	\$ 2,500.00
TECHNICAL SUPP	\$ 1,998.73	\$ 6,000.00	\$ (4,001.27)	\$ 2,500.00
TRAVEL/TRAINING	\$ 6,293.03	\$ 15,000.00	\$ (8,706.97)	\$ 7,500.00
UTILITIES	\$ 41,591.36	\$ 42,000.00	\$ (408.64)	\$ 45,000.00
			\$ -	
<b>SUB TOTAL ADMIN.</b>	<b>\$ 797,700.02</b>	<b>\$ 671,528.00</b>	<b>\$ 126,172.02</b>	<b>\$ 839,000.00</b>
<b>COURT</b>				
MATERIALS/SUPPLIES	\$ 818.84	\$ 2,100.00	\$ (1,281.16)	\$ 2,100.00
MISC	\$ -	\$ 400.00	\$ (400.00)	\$ 350.00
NEW EQUIPMENT	\$ 797.39	\$ 3,000.00	\$ (2,202.61)	\$ 3,000.00
PAYROLL	\$ 87,876.12	\$ 90,500.00	\$ (2,623.88)	\$ 90,500.00
SPEC. COURT COST	\$ 7,974.00	\$ 6,000.00	\$ 1,974.00	\$ 8,000.00
TRAVEL		\$ 1,950.00	\$ (1,950.00)	\$ -
<b>SUB TOTAL COURT</b>	<b>\$ 97,466.35</b>	<b>\$ 103,950.00</b>	<b>\$ (6,483.65)</b>	<b>\$ 103,950.00</b>
<b>POLICE</b>				
BREATHAYLZER	\$ 599.13	\$ 800.00	\$ (200.87)	\$ 700.00
DRUG TASK FORCE	\$ 1,500.00	\$ 2,000.00	\$ (500.00)	\$ 1,600.00
FUEL	\$ 33,219.99	\$ 37,500.00	\$ (4,280.01)	\$ 35,000.00
MATERIALS/SUPPLIES	\$ 42,839.25	\$ 25,114.00	\$ 17,725.25	\$ 45,000.00
MISC	\$ 12.25	\$ 1,000.00	\$ (987.75)	\$ 100.00
NEW EQUIPMENT	\$ 60,319.22	\$ 64,000.00	\$ (3,680.78)	\$ 61,000.00
PAYROLL REGULAR	\$ 579,497.07	\$ 605,000.00	\$ (25,502.93)	\$ 590,000.00
PAYROLL SRO	\$ 56,695.83	\$ 64,000.00	\$ (7,304.17)	\$ 60,000.00
REPAIR/MAINT AUTO	\$ 14,585.74	\$ 15,000.00	\$ (414.26)	\$ 16,500.00



REPAIR/MAINT EQUIP	\$ 2,444.26	\$ 1,500.00	\$ 944.26	\$ 3,000.00
TELECOMMUNICATION	\$ 402.69	\$ 2,500.00	\$ (2,097.31)	\$ 500.00
TRAVEL	\$ 2,505.78	\$ 8,700.00	\$ (6,194.22)	\$ 3,000.00
UNIFORMS	\$ 6,873.20	\$ 8,000.00	\$ (1,126.80)	\$ 8,000.00
<b>SUB TOTAL POLICE</b>	<b>\$ 801,494.41</b>	<b>\$ 835,114.00</b>	<b>\$ (33,619.59)</b>	<b>\$ 824,400.00</b>
LIBRARY EXP	\$ 23,519.00	\$ 23,519.00	\$ -	\$ 23,519.00
<b>SUB TOTAL LIBRARY</b>	<b>\$ 23,519.00</b>	<b>\$ 23,519.00</b>	<b>\$ -</b>	<b>\$ 23,519.00</b>
<b>PARKS</b>				
FUEL	\$ 3,290.39	\$ 2,200.00	\$ 1,090.39	\$ 3,500.00
MATERIALS/SUPPLIES	\$ 2,668.29	\$ 5,000.00	\$ (2,331.71)	\$ 4,000.00
MISC	\$ -	\$ 1,500.00	\$ (1,500.00)	\$ -
NEW EQUIPMENT	\$ 8,094.00	\$ 12,000.00	\$ (3,906.00)	\$ 8,100.00
PAYROLL	\$ 40,845.37	\$ 46,410.00	\$ (5,564.63)	\$ 42,000.00
PAYROLL SPORTS	\$ 53,574.15	\$ 55,000.00	\$ (1,425.85)	\$ 55,000.00
PROFESSIONAL SER	\$ 920.00	\$ 1,000.00	\$ (80.00)	\$ 1,000.00
REPAIR/MAINT EQUIP	\$ 736.45	\$ 2,000.00	\$ (1,263.55)	\$ 1,000.00
SPORTS PARK FUEL	\$ 2,048.50	\$ 2,000.00	\$ 48.50	\$ 2,100.00
SPORTS PARK MATERIALS	\$ 20,499.53	\$ 12,000.00	\$ 8,499.53	\$ 22,000.00
SPORTS PARK NEW EQUIP	\$ 18,541.63	\$ 5,000.00	\$ 13,541.63	\$ 20,000.00
SPORTS PARK PROFESSIONAL	\$ 29,054.31	\$ 32,000.00	\$ (2,945.69)	\$ 30,000.00
SPORTS PARK REPAIR	\$ 1,384.83	\$ 1,197.00	\$ 187.83	\$ 1,500.00
SPORTS PARK UNIFORMS	\$ 653.68	\$ 750.00	\$ (96.32)	\$ 750.00
SPORTS PARK UTILITIES	\$ 14,393.28	\$ 35,000.00	\$ (20,606.72)	\$ 16,000.00
UNIFORMS	\$ 653.68	\$ 750.00	\$ (96.32)	\$ 750.00
UTILITIES	\$ 2,613.87	\$ 2,200.00	\$ 413.87	\$ 3,000.00
<b>SUB TOTAL PARKS</b>	<b>\$ 199,971.96</b>	<b>\$ 216,007.00</b>	<b>\$ (16,035.04)</b>	<b>\$ 210,700.00</b>
<b>GRAND TOTALS</b>	<b>\$ 2,364,503.04</b>	<b>\$ 2,296,138.00</b>	<b>\$ 68,365.04</b>	<b>\$ 2,468,081.00</b>

STREET DEPT BUDGET WORK SHEET				
ITEM	INCOME	BUDGET	AMOUNT LEFT	AMEND
	ACTUAL	2014	2014 BUDGET	2014
INCOME				
CARRY OVER				
INTEREST	\$ 117.34	\$ 100.00	\$ 17.34	\$ 100.00
MISC INCOME	\$ 10,290.80	\$ 100.00	\$ 10,190.80	\$ 100.00
CITY SALE TAX	\$ 140,374.81	\$ 113,100.00	\$ 27,274.81	\$ 140,000.00
COUNTY TURNBACK	\$ 44,800.95	\$ 40,994.00	\$ 3,806.95	\$ 4,400.00
STATE TURNBACK	\$ 394,517.94	\$ 366,500.00	\$ 28,017.94	\$ 394,900.00
			\$ -	
			\$ -	
TOTAL	\$ 590,101.84	\$ 520,794.00	\$ 69,307.84	\$ 539,500.00
EXPENSES	EXPENSE			
FUEL	\$ 7,553.96	\$ 8,500.00	\$ (946.04)	\$ 8,500.00
INSURANCE	\$ 4,347.44	\$ 2,300.00	\$ 2,047.44	\$ 4,500.00
MATERIALS & SUPP	\$ 7,897.70	\$ 13,000.00	\$ (5,102.30)	\$ 10,000.00
MISC EXPENSE	\$ 5,994.00	\$ 494.00	\$ 5,500.00	\$ 6,000.00
NEW EQUIPMENT	\$ 5,385.21	\$ 5,000.00	\$ 385.21	\$ 5,500.00
PAYROLL & BENEFITS	\$ 151,135.26	\$ 164,000.00	\$ (12,864.74)	\$ 155,000.00
PROFESSIONAL SER	\$ 9,758.17	\$ 10,000.00	\$ (241.83)	\$ 11,000.00
REPAIR EQUIP	\$ 5,301.97	\$ 10,000.00	\$ (4,698.03)	\$ 7,500.00
STREET LIGHTS	\$ 45,933.56	\$ 47,000.00	\$ (1,066.44)	\$ 48,500.00
STREET ROAD REPAIR	\$ 146,144.81	\$ 250,500.00	\$ (104,355.19)	\$ 275,000.00
TELECOMMUNICATION	\$ 384.98	\$ 2,000.00	\$ (1,615.02)	\$ 500.00
TRAVEL/TRAINING	\$ 136.25	\$ 1,000.00	\$ (863.75)	\$ 500.00
UNIFORMS	\$ 1,776.80	\$ 2,000.00	\$ (223.20)	\$ 2,000.00
UTILITIES	\$ 4,143.08	\$ 5,000.00	\$ (856.92)	\$ 5,000.00
			\$ -	
			\$ -	
TOTAL	\$ 395,893.19	\$ 520,794.00	\$ (124,900.81)	\$ 539,500.00

LIBRARY				
ITEM	INCOME	BUDGET	AMOUNT LEFT	AMEND
	ACTUAL	2014	2014	2014
INCOME				
		\$ -		
FINES	\$ 3,797.83	\$ 3,000.00	\$ 797.83	\$ 3,001.00
GRANT	\$ 61,000.00		\$ 61,000.00	\$ 61,000.00
INTEREST	\$ 24.69	\$ -	\$ 24.69	\$ -
MISCELLANEOUS	\$ 1,369.72	\$ -	\$ 1,369.72	\$ -
GENERAL FUND	\$ 23,519.00	\$ 23,519.00	\$ -	\$ 23,519.00
WASH CO. LIBRARY	\$ 139,350.96	\$ 139,351.00	\$ (0.04)	\$ 139,350.00
			\$ -	
			\$ -	
TOTAL	\$ 229,062.20	\$ 165,870.00	\$ 63,192.20	\$ 226,870.00
EXPENSES	EXPENSE			
BOOKS AND MEDIA	\$ 23,942.31	\$ 32,000.00	\$ (8,057.69)	\$ 28,500.00
GRANT EXPENSE	\$ 60,981.38			\$ 61,000.00
INSURANCE	\$ 1,092.00	\$ 1,900.00	\$ (808.00)	\$ 1,900.00
MATERIALS AND SUPP	\$ 5,786.26	\$ 4,470.00	\$ 1,316.26	\$ 4,470.00
MISCELLANEOUS	\$ 144.48	\$ 300.00	\$ (155.52)	\$ 300.00
NEW EQUIPMENT	\$ -	\$ 1,500.00	\$ (1,500.00)	\$ 1,500.00
PAYROLL & BENEFITS	\$ 89,225.11	\$ 113,000.00	\$ (23,774.89)	\$ 113,000.00
POSTAGE	\$ 377.00	\$ 400.00	\$ (23.00)	\$ 400.00
PROGRAMS	\$ 259.29	\$ 250.00	\$ 9.29	\$ 275.00
REPAIR-MAINT BUILD	\$ 4,281.66	\$ 4,500.00	\$ (218.34)	\$ 4,500.00
TECH SUPPORT	\$ -	\$ 750.00	\$ (750.00)	\$ 725.00
TRAVEL	\$ -	\$ 300.00	\$ (300.00)	\$ 300.00
UTILITIES	\$ 9,306.66	\$ 6,500.00	\$ 2,806.66	\$ 10,000.00
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 195,396.15	\$ 165,870.00	\$ 29,526.15	\$ 226,870.00

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. 2015-02

A RESOLUTION EXPRESSING THE WILLINGNESS OF  
THE CITY OF FARMINGTON  
TO UTILIZE FEDERAL-AID FUNDS  
FOR THE FOLLOWING CITY PROJECT:

Hwy. 62-Clyde Carnes Rd. (Hwy. 170) (Farmington)

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Surface Transportation Program Attributable funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Construction of City Projects	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
City projects programmed but not let to contract	All Phases	-0-	100

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Ernie Penn  
Mayor of Farmington

ATTEST: \_\_\_\_\_  
(SEAL)

**AGREEMENT OF UNDERSTANDING  
BETWEEN  
THE CITY OF FARMINGTON  
AND  
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the  
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Construction of **Highway 170 Improvements between Highway 62 and Clyde Carnes Road**, (hereinafter be called the "Project") as a Federal-aid STP-Attributable project.

WHEREAS, funding in the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) includes 80% Federal-aid funds to be matched with 20% non-federal funds for certain city projects; and

WHEREAS, **the City of Farmington** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor will transmit to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>
Preliminary Engineering by Consultant	80	20
Right-of-Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20 ; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
2. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment B) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
4. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
5. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
6. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
7. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition). A registered professional engineer must sign the plans and specifications for the Project.
8. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
9. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
10. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

11. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment D). **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**
13. Submit plans at 50% and 90% completion stages for Department review.
14. Submit a certification letter (Attachment E), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.
15. Advertise for bids in accordance with federal procedures as shown in Attachment F. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
16. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
17. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment G), including all items noted, to the Department.
18. Prior to awarding the construction contract, submit a check for \$1,000 to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.
19. Have a full-time employee of the Sponsor in responsible charge during construction of the Project.
20. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
21. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.
22. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
23. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment H). Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
24. Attach LPA Report of Daily Worked Performed (Attachment I) for all days that correspond with each CCRR submittal.

25. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
26. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment J). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's Mayor.
27. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
28. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
29. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
30. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
31. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment K).
32. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.
33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.



34. Be responsible for 100% of any and all expenditures which may be declared non-participating in federal funds, including any such award by the State Claims Commission.
35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment L), which is necessary for Project participation.
36. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
37. Be responsible for all costs not provided by the Federal Highway Administration.
38. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
39. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
  - sell, transfer, or otherwise abandon any portion of the Project;
  - change the intended use of the Project;
  - make significant alterations to any improvements constructed with Federal-aid funds;  
or
  - cease maintenance or operation of a project due to the Project's obsolescence.
40. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
41. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
42. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
43. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment M).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
2. Review environmental documentation as prepared by the Sponsor.
3. Review plans and specifications submitted by the Sponsor.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
7. Review and concur in award of the construction contract for the Project.
8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
9. Review and approve any necessary change orders for project/program eligibility.
10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCR form (Attachment H). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment J).
12. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ARKANSAS STATE HIGHWAY AND  
TRANSPORTATION DEPARTMENT

CITY OF FARMINGTON

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Scott E. Bennett, P.E.  
Director of Highways and Transportation

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Ernie Penn  
Mayor

---

Steve Tennant  
City Attorney

**ARKANSAS STATE HIGHWAY  
AND TRANSPORTATION DEPARTMENT**

**NOTICE OF NONDISCRIMINATION**

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to EEO/DBE Section Head (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: [EEO/DBE\\_Section\\_Head@ahtd.ar.gov](mailto:EEO/DBE_Section_Head@ahtd.ar.gov)

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

## ORDINANCE 2015-01

**AN ORDINANCE PROVIDING MINIMUM ENERGY STANDARDS FOR THE DESIGN OF NEW BUILDINGS AND STRUCTURES OR PORTIONS AND ADDITIONS TO EXISTING BUILDINGS THAT PROVIDE FACILITIES OR SHELTER FOR PUBLIC ASSEMBLY, EDUCATION, BUSINESS, MERCANTILE, INSTITUTIONAL, STORAGE, AND RESIDENTIAL OCCUPANCIES, AS WELL AS THOSE PORTIONS OF FACTORY AND INDUSTRIAL OCCUPANCIES DESIGNED PRIMARILY FOR HUMAN OCCUPANCY BY REGULATING THEIR EXTERIOR ENVELOPES AND THE SELECTION OF THEIR HVAC, SERVICE WATER HEATING, ELECTRICAL DISTRIBUTUION AND ILLUMINATING SYSTEMS AND EQUIPMENT FOR EFFECTIVE USE OF ENERGY.**

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

### **Section 1. ADOPTION OF ENERGY CODE.**

There is hereby adopted by the City Council of the city of Farmington, Arkansas, for the purpose of establishing rules and regulations for energy efficient standards for new building construction, this code known as the 2014 Arkansas Energy Code, being particularly the 2014 Arkansas Energy Code edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended, of which not less than three (3) copies of this ordinance, as well as, three (3) copies of the 2014 Arkansas Energy Code, have been and now are filed in the office of the Clerk or Recorder of the City of Farmington, Arkansas, and the same ordinance is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling in the construction of all buildings and structures therein contained within the corporate limits of the City of Farmington, Arkansas.

### **Section 2. INCONSISTENT ORDINANCES REPEALED.**

Ordinances or parts thereof in force at the time that this ordinance shall take effect, if inconsistent herewith, are hereby repealed.

### **Section 3. EMERGENCY CLAUSE.**

Whereas it is of the utmost urgency that the City of Farmington, Arkansas, have an up-to-date Energy Code to protect the citizens of our city, therefore, an emergency is hereby declared to

exist and this ordinance being necessary for the immediate protection of the public shall take effect immediately on its passage and approval.

PASSED AND APPROVED this 12<sup>th</sup> day of January, 2015.

APPROVED:

By: \_\_\_\_\_  
Ernie Penn, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Penn, City Clerk



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

## **Memo**

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Penn, City Clerk  
From: Melissa McCarville  
Re: Request approval of Contract from EDA  
Date: January 5, 2015

### **Recommendation**

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

### **Background**

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

### **Discussion**

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

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

### **Budget Impact**

The contract for MS4 is for a lump sum of \$10,000 for the stormwater work and an hourly charge for the flood plain administration. The total charged for both contracts in 2014 was \$11,705.85. This is a budgeted item. The greater cost would be incurred if we were to be audited and were not following the regulations as written.

**AGREEMENT**  
**BETWEEN OWNER AND ENGINEER**  
**FOR**  
**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 1, 2015 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **MS4 Stormwater Compliance** (EDA Project # 1829). Description of Engineer's services are described below:

**I. PROJECT DESCRIPTION:**

Background Information:

The ADEQ is the state agency authorized by the EPA to issue National Pollutant Discharge Elimination System (NPDES) permits. The General Permit, requiring compliance with storm water regulations, had established August 1, 2009 as the effective date for affected entities to be covered under Arkansas' General Permit for MS4's.

The General Permit requires the development, implementation, and evaluation of a storm water management plan, phased over a 5-year period, that addresses six minimum control measures identified in the Phase II Storm Water Regulations.

The City of Farmington entered into an agreement with the Northwest Arkansas Regional Planning Commission to participate, along with 12 other cities in Northwest Arkansas, to jointly meet the requirements of the new U.S. Environmental Protection Agency's Phase II Storm Water Regulations. The group of Cities is also referred to as an "MS4" "small urbanized area municipal separate storm sewer system".

On November 23, 2009, the City of Farmington renewed a Notice of Intent for Dischargers of Storm Water Runoff Associated with Regulated Small Municipal Separate Storm Sewer Systems, Authorized under NPDES General Permit ARR040000.

The public education, involvement / participation and employee training part of the six control measures is being completed by the University of Arkansas Cooperative Extension Service. The remaining control measures are the responsibility of the City of Farmington. This proposal covers the part of the requirements that is not being completed by the U of A.

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**II. SCOPE OF SERVICES:**

More specifically the services to be provided shall meet the following guidelines:

**SECTION 1: ANNUAL REPORTING AND SWMP:**

EDA will submit Annual Reports on the dates required by ADEQ that will contain the following information:

**A. Minimum Control Measure #3 - Illicit Discharge Detection and Elimination:**

In general, EDA will inventory and continually update the City's storm sewer maps including all inlets, pipes and outfalls (min. 20% per year). EDA will also help the City develop and implement a program to detect and address non-storm water discharges, including illegal dumping.

The annual report shall contain the following:

- 1) Number of outfalls dry-weather screened.
- 2) Number of dry-weather flows identified.
- 3) Number of illicit discharges identified.
- 4) Number of illicit discharges eliminated.
- 5) Schedule for elimination of illicit connections.
- 6) Summary of storm sewer systems mapping updates.

EDA will perform dry-weather screening of all outfalls on an annual basis to detect any illicit discharges. We will endeavor to identify and locate the source of the discharge (any formal water testing will be billed to the City as an out-of-pocket expense). Notification and enforcement action will be by City personnel. EDA will also review and help the City update any existing storm water ordinances and develop a list of non-illicit discharges.

**B. Minimum Control Measure #4 - Construction Site Storm Water Runoff Control:**

In general, EDA will aid the City in the development of procedures to reduce pollutants in stormwater runoff from construction activities.

The annual report shall contain the following:

- 1) Number of applicable sites in the MS4 jurisdiction.
- 2) Number of pre-construction site plan reviews performed.
- 3) Number and frequency of site inspections (inspections not included in contract)
- 4) Number of violation letters issued.
- 5) Number of enforcement actions taken.
- 6) Number of complaints received and number followed up.

EDA will review plans and SWPPP's for all new projects that are submitted to the City that propose land disturbance activities of one acre or more. Review will be for compliance with erosion and sediment control requirements only. All plans reviewed will be tracked as per ADEQ requirements.

EDA will also review and help the City update any existing ordinances to ensure compliance with current stormwater regulations.

Aid the City in coming up with a process for public complaint and help develop an enforcement procedure. Notifications and enforcement action will be by City personnel.

**C. Minimum Control Measure #5 - Post-Construction Storm Water Management in New Developments and Redevelopment:**

In general, EDA will aid the City in the development of procedures for addressing stormwater runoff in new developments and redevelopment projects that disturb greater than or equal to one acre, or are part of a larger project.



The annual report shall contain the following:

- 1) Number of applicable sites in the jurisdiction requiring post-construction controls.
- 2) Number of pre-construction site plan reviews performed.
- 3) Number of inspections performed to ensure as-built per requirements. (inspections not included in contract)
- 4) Compliance rates with MS4 requirements.
- 5) Number of long-term operation and maintenance (O & M) plans developed and agreements in place

ADEQ recommends MS4s to evaluate their existing codes and planning procedures to encourage Low Impact Development (LID) practices. EDA will review and help the City update any existing ordinances to encourage these types of BMPs.

Aid the City in coming up with an enforcement procedure. Notifications and enforcement action will be by City personnel.

EDA will help review any long-term maintenance agreements proposed by developers.

**D. Minimum Control Measure #6 – Pollution Prevention / Good Housekeeping for Municipal Operations:**

In general, EDA will aid the City in the development of operation and maintenance procedures for reducing pollutant runoff from municipal operations. The training component of this Control Measure will be handled by the U. of A.

The annual report shall contain the following:

- 1) Summary of employee training program(s) implemented listing the employees that attended.
- 2) Summary of activities and procedures implemented for the operation and maintenance program

EDA will compile a list of all facilities currently owned by the City and determine if the facility falls under the ADEQ Industrial Permitting requirements or under activities described under 40 CFR 122.26(b)(14). Any facility not covered under a separate Industrial Permit must either obtain a permit or develop a SWPPP, depending upon the type of facility.

Site inspections of non-Industrial permit facilities will be performed by EDA on an annual basis. All inspections will be tracked and reports will be generated and available for ADEQ inspection at any time. (not in contract)

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**III. CLIENT TO PROVIDE THE FOLLOWING:**

- A. Client to provide digital copies of most current Annual Report and Storm Water Management Plan.
- B. Copy of current ordinances related to stormwater.
- C. List of City-owned properties.
- D. Operation and procedures for municipal facilities.

**IV. SERVICES NOT INCLUDED IN THE SCOPE OF THIS PROPOSAL:**

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color

- plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows: Black & White 8 1/2x11 - \$0.05 ea., 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
  - C. Stormwater quality testing.
  - D. Attendance at meeting including but not limited to: technical review, planning commission, and/or city council meetings.
  - E. Unscheduled site inspections requested by City personnel based on public complaints, etc.
  - F. Individual SWPPP's required for City-owner facilities.
  - G. Time involved with ADEQ audits.
  - H. Construction site inspections
  - I. Post-construction site inspections
  - J. Develop operations and procedures for municipal facilities and operations.

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

#### **V. CHANGES IN SCOPE OF SERVICES:**

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

#### **VI. METHOD OF PAYMENT:**

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

#### **VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:**

This proposal is valid for 30 days from 11/24/2014. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

#### **VIII. SCHEDULE OF CONDITIONS**

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

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

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

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

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

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

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

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

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

#### 4.01 Termination

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

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

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

#### 5.01 Controlling Law

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

#### 6.01 Successors, Assigns, and Beneficiaries

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

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

#### 7.01 General Considerations

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

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

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

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

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

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

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

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

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 9 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 9.01 Payment (Hourly Basis)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

**A Lump Sum amount (Not to Exceed).....\$ 10,000.00**

**The term of this agreement is from Jan 1, 2015 through Dec. 31, 2015; total billable hours and expenses for the 2015 calendar year shall not exceed \$10,000.00 for services described in II. "Scope of Services". Additional services and costs described in IV. "Services Not Included in the Scope of this Proposal" shall be billed separately at the hourly rates described below:**

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

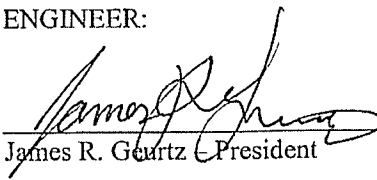
Principal - Civil Engineer	\$120
Principal - Landscape Architect	\$110
Engineer - V	\$110
Engineer - IV	\$90
Engineer - IIIB	\$80
Engineer - IIIA	\$75
Engineer - II	\$65
Engineer - I	\$55
Civil Designer - V	\$80
Civil Designer - IV	\$70
Civil Designer - III	\$60
Landscape Architect - V	\$80
Landscape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

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

OWNER:

ENGINEER:

\_\_\_\_\_  
Ernie Penn

  
\_\_\_\_\_  
James R. Geurtz President

Title: Mayor

AR License No. 15162

Date Signed \_\_\_\_\_

Date Signed 11-24-14



**Earthplan Design Alternatives, PA**

Civil Engineering / Landscape Architecture

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

**AGREEMENT**  
**BETWEEN OWNER AND ENGINEER**  
**FOR**  
**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 1, 2015 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **EARTHPLAN DESIGN ALTERNATIVES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **Floodplain Administration** (EDA Project # 1830). Description of Engineer's services are described below:

**I. PROJECT DESCRIPTION:**

Background Information (from FEMA's website):

*When the community chooses to join the NFIP, it must adopt and enforce minimum floodplain management standards for participation. FEMA works closely with State and local officials to identify flood hazard areas and flood risks. The floodplain management requirements within the SFHA are designed to prevent new development from increasing the flood threat and to protect new and existing buildings from anticipated flood events.*

*When a community chooses to join the NFIP, it must require permits for all development in the SFHA and ensure that construction materials and methods used will minimize future flood damage. Permit files must contain documentation to substantiate how buildings were actually constructed. In return, the Federal Government makes flood insurance available for almost every building and its contents within the community.*

*Communities must ensure that their adopted floodplain management ordinance and enforcement procedures meet program requirements. Local regulations must be updated when additional data are provided by FEMA or when Federal or State standards are revised.*

---

**II. SCOPE OF SERVICES:**

More specifically the services to be provided may include the following:

- Aid the City in all aspects of FEMA's National Flood Insurance Program.
- Represent the City as their Certified Floodplain Manager (CFM).
- Attend meetings as required including, but not limited to: technical review, planning commission, city council meetings, meetings w/ City personnel, or meetings with FEMA personnel.
- Provide development plan review for projects located within or next to a Special Flood Hazard Area (SFHA).
- Work with building permit official to ensure that all proposed projects and structures have been reviewed with respect to floodplain management.
- Review applicable City ordinances to ensure compliance with FEMA's requirements and aid the City in the development of new requirements.
- Review hydrologic and hydraulic analysis (HEC-RAS) or other engineering data submitted by engineering



- consultants as part of a request for a FEMA Map Change (MC).
- Review projects that impact FEMA Floodways.
- Determine if proposed structures need an Elevation Certificate and review submitted documents.
- Determine if proposed structure impacts an existing Floodway and require and review “No-Rise” Certificates and supporting documentation.
- Maintain files containing all flood related data.
- Maintain current flood maps.

---

### **III. CLIENT TO PROVIDE THE FOLLOWING:**

- A. Client to provide copies of most current floodplain development related ordinances and codes.

### **IV. SERVICES NOT INCLUDED IN THE SCOPE OF THIS PROPOSAL:**

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows: Black & White 8 1/2x11 - \$0.05 ea., 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$.50 ea.
- C. Storm water Management / MS4 requirements

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

### **V. CHANGES IN SCOPE OF SERVICES:**

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

### **VI. METHOD OF PAYMENT:**

- A. The services described above will be invoiced on an hourly basis and billed once a month.

### **VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:**

This proposal is valid for 30 days from 11/24/2014. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

### **VIII. SCHEDULE OF CONDITIONS**

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

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

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

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

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

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

### 3.01 Additional Services

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

### 4.01 Termination

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

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

- 3. for convenience, by Owner effective upon the receipt of notice by Engineer.

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

### 5.01 Controlling Law

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

### 6.01 Successors, Assigns, and Beneficiaries

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

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of

the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

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

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

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

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

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

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

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

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

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 7 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Basis)

Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

**The term of this agreement is from Jan 1, 2015 through Dec. 31, 2015; total billable hours and expenses for the 2015 calendar year shall be invoiced for the services described in II. "Scope of Services" and in accordance with the hourly rates listed below. Additional services and costs described in IV. "Services Not Included in the Scope of this Proposal" shall be billed separately at the hourly rates described below:**

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

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

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

OWNER:

ENGINEER:

Ernie Penn

James R. Geurtz - President

Title: Mayor

AR License No. 15162

Date Signed \_\_\_\_\_

Date Signed 11-24-14



**Earthplan Design Alternatives, PA**

Civil Engineering / Landscape Architecture

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



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

## **MEMO**

To: Farmington City Council  
Ernie Penn, Mayor  
Kelly Penn, City Clerk  
From: Jimmy Story  
Re: Remove HP Laserjet Printer from inventory  
Date: January 12, 2015

### **Recommendation**

Requesting the removal of the HP Laserjet Printer P4015n from inventory , tg# 0367, Serial #CNDY203413.

### **Background**

No longer works and cannot be repaired.

### **Budget Impact**

none



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

City Business Manager Report  
January 2015  
City Council Meeting

- Just a few thoughts from a year ago: we had just approved the plans for our new WalMart, we just hired Rick Bramall and the debt on our Sport's Complex was \$645,000. What a difference a year makes!
- The Mayor and I will be attending a meeting for the Regional Ambulance Authority (Central EMS) on Wednesday, January 7<sup>th</sup>. The authority is discussing adding new coverage areas and how to finance the addition. By council meeting time we should have some additional information.
- Summer ball sign-ups are happening now! Jenna will be available Tuesdays through February 10<sup>th</sup> at city hall for people to come and sign up.
- A pre-construction meeting for the Broyles Street Storage project will take place Wednesday. Look for construction to begin soon.

*"If your actions create a legacy that inspires others to dream more, learn more, do more and become more, then, you are an excellent leader." ~Dolly Parton*





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

**Fire Department**  
Chief Mark Cunningham

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

### **December 2014 Monthly Report for Mayor and City Council**

December was a very busy month for the fire department because we have had a lot of calls for service. We had a total of 75 calls for the month and that is exactly the same amount as last month which was one of our busiest months. This time of the year it is getting cold and we are starting to have more heat related house fires, such as wood burning stoves and fire places that have some kind of problems. It is the season for brush fires and fires that get out of control when people are burning brush piles or leaves trying to clean up and they just get away from them.

December was busy but a good month for us we have several new firefighters on the department now and to see their excitement and enthusiasm is an encouragement to me and help to inspire the rest of our firefighters. Along with our having older firefighters retiring and new coming along some of the older ones were officers. That being said, that left some vacancies in the department for those positions, so I appointed Willie Watts as assistant Chief, Tracy Rieff to Deputy Chief, Bret Cunningham to Captain and Scott Murphy to Captain. I believe this has been a good move to give these men that have proved themselves more responsibilities as well as an opportunity to move up in the department.

We had in my opinion the best Christmas parade we have ever had this year, things were organized and just went off better with less problems and complaints.

Thank you for your continued support of the fire department;

Mark Cunningham  
Fire Chief

Farmington Fire Dept  
Meeting / Training Report December 2014

12/16/2014

Provided Coverage and participated in the annual Farmington City Christmas Parade.

12/13/2014

Reviewed Report writing.  
Performed End of Year School Inspections.

12/16/2014

Medical Training on new Tourniquet applications for trauma .

12/30/2014

Compared Thermal Imaging Cameras for possible purchase.  
Reviewed operation and functions of new CEMS power-cots,

**Situation Type Summary**

December 2014

Prepared 1/5/2015

Page

1

Situation Type	Dollar Loss	# of Incid's	F.S. Injury	Civ. Injury	F.S. Death	Civ. Death
111 Building fire		4	0	0	0	0
143 Grass fire		1	0	0	0	0
311 Medical assist, assist EMS crew		44	0	0	0	0
322 Vehicle accident with injuries		7	0	0	0	0
411 Gasoline or other flammable liquid spill		1	0	0	0	0
412 Gas leak (natural gas or LPG)		1	0	0	0	0
444 Power line down		1	0	0	0	0
500 Service Call, other		1	0	0	0	0
611 Dispatched & canceled en route		11	0	0	0	0
700 False alarm or false call, other		1	0	0	0	0
740 Unintentional transmission of alarm, oth		1	0	0	0	0
743 Smoke detector activation, no fire - uni		1	0	0	0	0
746 Carbon monoxide detector activation, no		1	0	0	0	0
<b>Total for all incidents</b>		<b>75</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Farmington Police Dept.

Tickets Issued by Officer and Month for 2014

1/2/2015 9:59:02 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bertorello, James	41	20	30	29	29	38	33	48	31	28	24	19	370
Brotherton, James	0	22	51	47	35	26	27	27	24	28	20	14	321
Caatron, Joshua	16	5	15	17	31	11	39	27	23	20	20	7	231
Coker, Ira	9	22	16	14	20	30	22	34	19	14	9	5	214
Hubbard, Brian	1	4	0	0	0	0	1	0	1	0	0	0	7
Kimball, Geoffrey	45	35	27	70	44	51	54	56	27	46	27	31	513
Parrish, Chad	1	0	0	0	2	3	3	1	0	0	0	0	10
Thompson, Michael	1	3	0	5	1	3	2	1	0	1	0	2	19
Wilbanks, Johnie	5	13	27	28	24	2	3	3	1	2	2	1	111
<b>Totals:</b>	<b>119</b>	<b>124</b>	<b>166</b>	<b>210</b>	<b>186</b>	<b>164</b>	<b>184</b>	<b>197</b>	<b>126</b>	<b>139</b>	<b>102</b>	<b>79</b>	<b>1796</b>

# Farmington Police Dept.

Offenses for Month 12/2013 and 12/2014

1/2/2015 9:58:45 AM

	<u>2013</u>	<u>2014</u>
<b>ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE</b>		
5-26-309	1	1
<b>BATTERY - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY</b>		
5-13-203A(1)	0	1
<b>Breaking or Entering/Vehicle</b>		
5-39-202	7	1
<b>BURGLARY, COMMERCIAL</b>		
5-39-201B(1)	0	1
<b>BURGLARY, RESIDENTIAL</b>		
5-39-201A(1)	3	2
<b>CARELESS DRIVING</b>		
27-51-104	0	1
<b>Contributing to the delinquency of a Minor/aids, causes or encourages</b>		
5-27-209	3	0
<b>CRIMINAL MISCHIEF - 1ST DEGREE PROPERTY OF ANOTHER VALUE \$500 OR LESS</b>		
5-38-203A(1)	1	0
<b>CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OF \$1,000 OR LESS</b>		
5-38-203B(1)	0	1
<b>CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS</b>		
5-38-204(a)(2)	2	0
<b>CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS</b>		
5-38-204(a)(1)	0	2
<b>CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS</b>		
5-38-204A(1)	1	0
<b>DISORDERLY CONDUCT</b>		
5-71-207	0	1
<b>DOMESTIC BATTERING - 2ND DEGREE / PHYSICAL INJURY</b>		
5-26-304	0	1
<b>DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY</b>		
5-26-305A(2)	2	1
<b>DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES SERIOU</b>		
5-26-305A(1)	1	0
<b>DWI (UNLAWFUL ACT)</b>		
5-65-103A	0	1
<b>ENDANGER WELFARE OF AN INCOMPETANT-1ST DEGREE-RISK OF DEATH / PHYSICAL INJURY</b>		
5-27-201	1	0
<b>FAILURE TO APPEAR</b>		
5-54-120	8	5
<b>FAILURE TO PAY FINES &amp; COSTS</b>		

	<u>2013</u>	<u>2014</u>
5-4-203	5	4
<b>FORGERY</b>		
5-37-201	1	0
<b>FRAUD - FINANCIAL IDENTITY</b>		
5-37-227	0	1
<b>FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER ARE FORGED</b>		
5-37-207A(3)	0	1
<b>HARASSING COMMUNICATIONS / TELEPHONE REPEATEDLY, OR CAUSE TO RING REPEATED</b>		
5-71-209A(2)	1	0
<b>Leaving Scene of Accident/Property Damage</b>		
27-53-102	0	1
<b>MISSING PERSON</b>		
<b>MISSING</b>	0	1
<b>POSSESSING INSTRUMENTS OF CRIME</b>		
5-73-102	2	0
<b>POSSESSING INSTRUMENTS OF CRIME</b>		
5-73-102	0	1
<b>POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA</b>		
5-64-401	0	1
<b>POSSESSION OF CONTROLLED SUBSTANCED SCHEDULE III</b>		
5-64-419(3)(C)	1	0
<b>POSSESSION OF DRUG PARAPHERNALIA - FELONY</b>		
5-64-443	2	0
<b>PUBLIC INTOXICATION / DRINKING IN PUBLIC</b>		
5-71-212	0	2
<b>RAPE</b>		
5-14-103	0	1
<b>RAPE / FORCIBLE COMPULSION</b>		
5-14-103A(1)	1	0
<b>RUNAWAY</b>		
<b>90I</b>	0	1
<b>TERRORISTIC THREATENING - 1ST DEGREE / THREATENS PROPERTY DAMAGE</b>		
5-13-301A(1A)	1	0
<b>THEFT \$1,000 OR LESS - ALL OTHERS</b>		
5-36-103(b)(4)(A)	2	1
<b>THEFT \$1,000 OR LESS - FROM BUILDING</b>		
5-36-103(b)(4)(A)	0	1
<b>THEFT \$1,000 OR LESS - FROM VEHICLE</b>		
5-36-103(b)(4)(A)	6	1
<b>THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM BUILDING</b>		
5-36-103(b)(3)(A)	1	1
<b>THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - FROM VEHICLE</b>		
5-36-103(b)(3)(A)	1	0
<b>THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - VEHICLE PARTS AND ACCESSORIES</b>		
5-36-103(b)(3)(A)	0	1

	<u>2013</u>	<u>2014</u>
<b>THEFT OF CREDIT/DEBIT CARD OR ACCOUNT NUMBERS</b>		
5-36-103B(2)D	1	0
<b>THEFT OF PROPERTY - LOST, MISLAID, DELIVERED BY MISTAKE</b>		
5-36-105	0	1
<b>THEFT OF PROPERTY / ALL OTHER</b>		
5-36-103A(1)	2	3
<b>Totals:</b>	<b>57</b>	<b>42</b>

# Permit Report

12/01/2014 - 12/31/2014

Permit Date	Applicant Name	Site Address	Permit Type	Type of Building	Description of Work	Total Fees
12/22/2014	Jason	81 E Main	Mechanical	Commercial	Adding HVAC system to existing building	\$35.00
12/19/2014	Ron Farris	465 Grandview Ct, Lot 109	Mechanical	Residential	HVAC system for new house	\$40.00
12/19/2014	Melissa Sims	10872 Windswept Way	Building	Residential	New House	\$1,342.00
12/19/2014	Joel West	270 Samuel Place	Mechanical	Residential	HVAC changeout	\$40.00
12/19/2014	Melissa Sims	10935 Windswept Way	Building	Residential	New House	\$1,108.00
12/19/2014	Ron Farris	400 Twin Falls	Mechanical	Residential	HVAC for new house	\$40.00
12/18/2014	Madison Spears	11270 Kendal Ct	Mechanical	Residential	Adding HVAC system to house	\$45.00
12/18/2014	Burl Smith	11270 Kendal Ct	Electric	Residential	Electrica for addition	\$20.00
12/16/2014	Aaron Hughes	4 N Double Springs	Sign	Commercial	New sign for co-op	\$24.00
12/15/2014	Kevin Lougee	467 Driftwood	Electric	Residential	Electric for new house	\$75.00
12/12/2014	Terry Absnier	345 Claybrook Dr	Mechanical	Residential	HVAC system for new house	\$55.00
12/12/2014	Brian Phillips	12297 Richardson	Mechanical	Residential	HVAC system for new house	\$45.00

12/12/2014	Marcus Nail	32 E Main	Building	Commercial	Adding on space for storage	\$319.00
12/11/2014	Cory Troy	409 Eagle Ridge	Pool	Residential	Electric for new pool	\$20.00
12/11/2014	David	90 E Main	Electric	Commercial	Electric for Kum and Go gas pumps	\$100.00
12/10/2014	Tyson Reimer	824 Rheas Mill Rd	Building	Residential	New House	\$2,050.00
12/10/2014	Aaron Birdsong	636 Mcleod	Building	Residential	New detached garage	\$200.00
12/9/2014	Kevin Gerlt	467 Driftwood	Building	Residential	New House	\$1,621.00
12/8/2014	Marcus McCash	90 E Main	Mechanical	Commercial	Mechanical for new Kum and Go	\$125.00
12/8/2014	Ryan Clark	112 Southwinds Suite 2	Sign	Commercial	New sign permit	\$52.00
12/8/2014	Alix Winne	11764 East Creek	Building	Residential	New House	\$1,168.00
12/8/2014	Ronnie Davidson	470 Hydrangea	Mechanical	Residential	Hvac system for new house	\$45.00
12/4/2014	Richard Sedwick	443 Wildcrest	Mechanical	Residential	HVAC for new house	\$35.00
12/3/2014	Tony Wilkie	227 Old Farmington	Mechanical	Residential	Furnace change out	\$20.00
12/2/2014	Mike Mitchell	409 Eagle Ridge	Pool	Residential	Pool Addition	\$160.00
12/2/2014	Carlos Torres	399 Driftwood	Mechanical	Residential	HVAC Ststem for new house	\$35.00
						\$8,819.00

Total Records: 26

1/7/2015



Library  
Circulation and Patron Services

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
<b>2014</b>												
Total Circulation	1,642	3,610	4,428	4,518	4,757	5,663	5,854	5,670	5,564	5,302	4,408	4,891
YTD Circulation	1,642	5,252	9,680	14,198	18,955	24,618	30,472	36,142	41,706	47,008	51,416	56,307
Holds Satisfied	212	765	814	844	866	974	954	1,044	1,034	995	815	944
YTD Holds Satisfied	212	977	1,791	2,635	3,501	4,475	5,429	6,473	7,507	8,502	9,317	10,261
PAC Logins	777	748	1,048	848	979	959	1,022	1,030	993	978	889	823
YTD PAC Logins	777	1,525	2,573	3,421	4,400	5,359	6,381	7,411	8,404	9,382	10,271	11,094
New Cardholders	13	40	51	35	42	60	61	57	43	29	21	24
YTD Cardholders	13	53	104	139	181	241	302	359	402	431	452	476
<b>2013</b>												
Total Circulation	5,419	4,973	5,147	5,170	4,452	5,268	6,031	5,423	4,828	4,778	4,468	4,031
YTD Circulation	5,419	10,392	15,539	20,709	25,161	30,429	36,460	41,883	46,711	51,489	55,957	59,988
Holds Satisfied	1,031	943	1,004	1,050	827	1,083	1,076	953	848	969	802	670
YTD Holds Satisfied	1,031	1,974	2,978	4,028	4,855	5,938	7,014	7,967	8,815	9,784	10,586	11,256
PAC Logins	731	697	767	663	570	656	755	708	683	816	836	766
YTD PAC Logins	731	1,428	2,195	2,858	3,428	4,084	4,839	5,547	6,230	7,046	7,882	8,648
New Cardholders	33	20	35	15	2	46	36	35	16	33	14	13
YTD Cardholders	33	53	88	103	105	151	187	222	238	271	285	298

Library  
Monthly Patron Visits

	2014 JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Traffic Counts	n/a	n/a	n/a	2916	2772	3236	3366	3085	2579	3236	2459	2724
YTD Traffic Counts	n/a	n/a	n/a	2916	5688	8924	12290	15375	17954	21190	23649	26373

Library  
December 2014 Statistics

Daily patron visits:

2724

New library cards issued:

24

Total checkouts (including renewals):

4891

Online catalog logins:

823

Holds Satisfied:

944

Number of customers using public computers:

368

Program Attendance:

14—Book Club

136—Children's Story Time

2—Grades 5 and Up Book Club

4—Technology Instruction

1—Test Proctor