

Agenda Item 12

ORDINANCE NO. 2017-16

AN ORDINANCE REZONING PROPERTY AT 65 DOUBLE SPRINGS CONTAINING APPROXIMATELY 5.65 ACRES ± FROM R-1, SINGLE FAMILY RESIDENTIAL TO R-3, ZERO LOT LINE SINGLE-FAMILY RESIDENTIAL AS REQUESTED BY HOME STAR RENTALS, LLC.

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2011-02 on March 14, 2011, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2011-00017652; and

WHEREAS, certain property belonging to Home Star Rentals, LLC. is zoned R-1, Single Family Residential; and

WHEREAS, after a public hearing on November 27, 2017, the Farmington Planning Commission voted during a regular meeting to rezone the properties from R-1, Single Family Residential to R-3, Zero Lot Line Single Family Residential.

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

SECTION 1. That the zone classification of the following described properties is hereby changed as follows:

From R-1 Single Family Residential, to R-3 Zero Lot Line Single Family Residential, for the real properties described in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 2. That the official zoning map of the City of Farmington, Arkansas, is hereby amended to reflect the zoning change provided in section 1 above.

Section 3. Emergency Clause. That the City Council of the City of Farmington, Arkansas further determines that it is necessary to enact this ordinance without delay; therefore, an emergency is hereby declared to exist and this ordinance shall be in full force

and effect from and after its passage and approval.

PASSED, APPROVED AND IN EFFECT this 11th day of December, 2017.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk

Exhibit A

LEGAL DESCRIPTION – AREA TO BE REZONED

A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID FORTY ACRE TRACT WHICH IS N88°14'59"W 150.03-FEET FROM AN EXISTING NAIL MARKING THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S02°25'57"W 249.38 FEET; THENCE S88°07'07"E 150.03-FEET TO THE EAST LINE OF SAID FORTY ACRE TRACT; THENCE ALONG SAID EAST LINE S02°25'57"W 203.59- FEET; THENCE LEAVING SAID EAST LINE N88°06'30"W 798 FEET TO AND ALONG THE NORTH LINE OF THE NORTH RIDGE SUBDIVISION; THENCE LEAVING SAID NORTH SUBDIVISION LINE N02°25'26"E 202.98 FEET; THENCE S87°43'26"E 57.32 FEET TO AN EXISTING REBAR; THENCE S88°05'23"E 215.76 FEET TO AN EXISTING REBAR; THENCE N04°23'37"E 225.23 FEET; THENCE S88°14'59"E 347.21 FEET; THENCE N02°25'57"E 24.48 FEET; THENCE S88°14'59"E 20.00 FEET; TO THE POINT OF BEGINNING; CONTAINING 5.65 ACRES MORE OR LESS.

Agenda Item 13

ORDINANCE NO. 2017-17

AN ORDINANCE REZONING PROPERTY AT LOT 17 RAINSONG CONTAINING APPROXIMATELY 2.05 ACRES ± FROM R-2, SINGLE FAMILY RESIDENTIAL TO MF-2, MULTI-FAMILY RESIDENTIAL AS REQUESTED BY SOUTHWINDS REAL ESTATE INC.

WHEREAS, the City of Farmington, Arkansas amended its official zoning and zoning map by Ordinance 2011-02 on March 14, 2011, which was filed for record in the Office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas in File 2011-00017652; and

WHEREAS, certain property belonging to Southwinds Real Estate, Inc. is zoned R-2, Single Family Residential; and

WHEREAS, after a public hearing on November 27, 2017 the Farmington Planning Commission voted during a regular meeting to deny the rezoning request from R-2, Single Family Residential to MF-2, Multi-Family Residential; and

WHEREAS, the Farmington City Council voted during a regular meeting on December 11, 2017, to overturn the Planning Commission and rezone the property from R-2, Single Family Residential to MF-2, Multi-Family Residential.

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

SECTION 1. That the zone classification of the following described properties is hereby changed as follows:

From R-2, Single Family Residential to MF-2, Multi-Family Residential, for the real properties described in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 2. That the official zoning map of the City of Farmington, Arkansas, is hereby amended to reflect the zoning change provided in section 1 above.

Section 3. Emergency Clause. That the City Council of the City of Farmington, Arkansas further determines that it is necessary to enact this ordinance without delay; therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED AND IN EFFECT this 11th day of December, 2017.

APPROVED:

By: _____
Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk

Exhibit A

WEST RAINSONG ST (LOT 17 GRASSLANDS SUBDIVISION) REZONE

LEGAL DESCRIPTION

PARCEL #760-02468-000:

LOT 17, GRASSLANDS SUBDIVISION, PHASE 2, TO THE CITY OF FARMINGTON, ARKANSAS, AS PER THE PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

Agenda Item 14



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 Contracts from EDA for Flood Plain Management and MS4 Storm Water Compliance
Date: December 6, 2017

Recommendation

Staff recommends approval of these contracts.

Background

Since 2009, we have been contracting with Earth Plan Design Alternatives for both Flood Plain Management and MS4 Storm Water Compliance.

Discussion

These two areas require engineering expertise, something we cannot do with our existing staff. EDA offers quick response to requests and professional service at a reasonable price. We have been completely satisfied with their services.

Budget Impact

This is accounted for each year in professional services out of the general fund. The flood plain administration contract is hourly; the various hourly charges are on page 6 of that contract. The MS4 Storm Water Compliance Contract is also hourly with a not to exceed figure of \$10,000. Year to date we have spent \$2664.50 for the MS4 contract and \$2850.45 for the flood plain contract.



EDA JOB
1544.18

Earthplan Design Alternatives, PA

Civil Engineering / Landscape Architecture

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2018 (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 # 1544.18). A description of Engineer's services is 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. OWNER TO PROVIDE THE FOLLOWING:

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

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

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows:
 - Black & White 8 1/2x11 - \$0.05 ea.
 - 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
- C. Storm Water Management / MS4 requirements

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

V. CHANGES IN SCOPE OF SERVICES:

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

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 01.01.2018. 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 Owner are expressed or implied, and no warranty or guarantee not expressly stated herein is included or intended in this agreement.

Owner 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 Owner 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.

Owner 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.

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, 2018 through Dec. 31, 2018; total billable hours and expenses for the 2018 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.

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

Hourly Rates:

Principal - Civil Engineer	\$140	Civil Designer - IV	\$90
Engineer - V	\$120	Civil Designer - III	\$70
Engineer - IV	\$100	Landscape Architect - V	\$100
Engineer - IIIB	\$90	Landscape Architect - IV	\$80
Engineer - IIIA	\$85	Landscape Architect - III	\$70
Engineer - II	\$75	Construction Observer	\$70
Engineer - I	\$65	Clerical II	\$40
Civil Designer - V	\$90	Clerical I	\$30

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

OWNER:

Title: _____

Date Signed _____

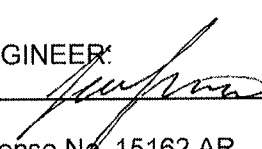
Please print your billing address:

Street _____

City, State Zip _____

Phone _____

ENGINEER:



License No. 15162 AR

Date Signed 12-1-17

Agenda Item 15



**EDA JOB
1520.18**

Earthplan Design Alternatives, PA

Civil Engineering / Landscape Architecture

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2018 (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 # 1520.18). A description of Engineer's services is 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, 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" "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 completed by the University of Arkansas Cooperative Extension Service. The remaining control measures are the responsibility of the City of Farmington. This proposal covers the part of the requirements that is not being completed by the U of A.

II. SCOPE OF SERVICES:

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

SECTION 1: ANNUAL REPORTING AND SWMP:

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

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

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

The annual report shall contain the following:

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

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

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

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

The annual report shall contain the following:

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

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

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

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

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

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

The annual report shall contain the following:

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

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

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

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

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

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

The annual report shall contain the following:

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

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

Site inspections of non-Industrial permit facilities will be performed by EDA on an annual basis. All

inspections will be tracked and reports will be generated and available for ADEQ inspection at any time. (not in contract)

III. CLIENT TO PROVIDE THE FOLLOWING:

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

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

- A. All large (24x36) line drawings plots will be invoiced at a cost of \$5.00 per plot. All large (24x36) full color plots will be invoiced at \$25.00 per plot.
- B. Format copies will be invoiced as follows: Black & White 8 1/2x11 - \$0.05 ea., 11x17 - \$.10 ea., Color 8 1/2x11 - \$.25 ea., 11x17 - \$0.50 ea.
- C. Stormwater quality testing.
- D. Attendance at meeting including but not limited to: technical review, planning commission, and/or city council meetings.
- E. Unscheduled site inspections requested by City personnel based on public complaints, etc.
- F. Individual SWPPP's required for City-owner facilities.
- G. Time involved with ADEQ audits.
- H. Construction site inspections
- I. Post-construction site inspections
- J. Develop operations and procedures for municipal facilities and operations.

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

V. CHANGES IN SCOPE OF SERVICES:

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

VI. METHOD OF PAYMENT:

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

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:

This proposal is valid for 30 days from 11/28/2017. 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 8 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, 2018 through Dec. 31, 2018; total billable hours and expenses for the 2018 calendar year shall not exceed \$10,000.00 for services described in II.

"Services Not Included in the Scope of this Proposal" shall be billed separately.

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

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

Hourly Rates:

Principal - Civil Engineer	\$140	Civil Designer - IV	\$90
Engineer - V	\$120	Civil Designer - III	\$70
Engineer - IV	\$100	Landscape Architect - V	\$100
Engineer - IIIB	\$90	Landscape Architect - IV	\$80
Engineer - IIIA	\$85	Landscape Architect - III	\$70
Engineer - II	\$75	Construction Observer	\$70
Engineer - I	\$65	Clerical II	\$40
Civil Designer - V	\$90	Clerical I	\$30

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (EDA job # 1520.18), the Effective Date of which is indicated on page 1.

OWNER:

Title: _____

Date Signed _____

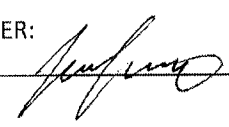
Please print your billing address:

Street _____

City, State Zip _____

Phone _____

ENGINEER:

_____ 

License No. 15162 AR

Date Signed 12-1-17

Agenda Item 16



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 Proposal for Engineering Services with McGoodwin, Williams & Yates
Date: December 6, 2017

Recommendation

Staff recommends approval of this proposal. Documents for this proposal will be provided later in the week.

Background

We have been discussing ways to alleviate the flooding in the area of Meadow Sweets subdivision around Rosebay Lane. This has been a continual issue for some time.

Discussion

The initial thought was to provide a large detention pond on the east side of Garland McKee Road to detain storm drainage and let it flow slowly across the street in to the creek. After the engineering was complete for Hillside Estates Subdivision it was discovered that this idea was flawed. Chris Brackett will be available to explain why this idea will not work. We are requesting that the Council allow McGoodwin, Williams & Yates to investigate the situation and come up with a viable solution to this flooding issue.

Budget Impact

These engineering services would be eligible to be paid for with bond funds.

Informational Items



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

City Business Manager Report
December 2017
City Council Meeting

- James Bertorello (10 years), Travis Carlin (7 years), and Mark Cunningham (13 Years) have work anniversaries this month, thank them for their service!
- We are advertising this month to request proposals for right of way acquisition services for the Hwy 170 project. Selecting a consultant will take some time, but we want to be prepared when the funds become available in 2018.
- Please take a look at the beautiful new art work in our lobby. The artist is Christina Smith. To see more of her work go to christinasmith.net.
- We are beginning to look into relocation of utilities for Hwy 170. SWEPCO has contacted us saying that we will not be required to pay them for relocation of any utilities. Good news!!
- ArDot has indicated to us that the plans are complete for the improvements on Double Springs between Hwy 62 and Rheas Mill. We are hoping everything will be in order so that it will be bid in May.
- The deadline to take advantage of the discounted rates (delegates and guests) for the 2018 Arkansas Municipal League Winter Conference is December 22, 2017. You can register online at <http://www.cvent.com/d/mtq72f/4W>. If you let us know we will register for you and pay the registration fee.
- Wishing you all the very best for the Christmas season!

“Then the Grinch thought of something he hadn't before! What if Christmas, he thought, doesn't come from a store. What if Christmas...perhaps...means a little bit more!”

~ Dr. Seuss, How the Grinch Stole Christmas!



2017 COURT MONTHLY DISTRIBUTION WORKSHEET MONTH OF NOVEMBER

ADMIN OF JUSTICE	Check #1	Dept. of Finance and Administration	Total for Check # 1	\$3,209.90	Chk#2036
	Check #2	General Fund	Total for Check # 2	\$1,814.85	Chk#2037
	Check #3	Washington County Treasurer (Act 1256)	Total for Check # 3	\$1,532.75	Chk#2038
	Total Checks Admin of Justice				\$6,557.50

COURT COST & FINE	Check #4	Administration of Justice Fund				
		CCCR- Court Cost-Criminal		\$605.00		
		CCTR- Court Cost-Traffic		\$2,852.50		
		CCTRO- Court Cost-Traffic Ordinance		\$2,590.00		
		CCSEAT - Court Cost - Seat Belt		\$25.00		
		CCDWI-Court Cost DWI		\$485.00		
		Total for Check # 4 (Chk#3338)			\$6,557.50	
	Check #5	General Fund				
		FINE- Fines Collected		\$7,653.00		
	NLIFL-No Liability Ins. Fines		\$520.00			
	FTPRLOC-Fines Local		\$42.50			
	Total for Check # 5 (Chk#3339)			\$8,215.50		
Check #6	Court Automation Fund					
	CFEE-Local Court Automation		\$575.00			
	Total for Check # 6 (Chk#3340)			\$575.00		
Check #7	Department of Finance & Administration					
	CFEES - State Court Automation Fee		\$577.50			
	DCSAF - Drug Crime Special Assess Fee		\$25.00			
	DVPPF - Domestic Violence Peace Fund Fee		\$28.00			
	NIFS - New Installment Fee - State		\$1,149.50			
	Total for Check # 7 (Chk#3341)			\$1,780.00		
Check #8	Washington County Treasurer					
	JBAF - Jail Booking and Admin Fee		\$15.00			
	CJF - County Jail Fee + Warrant Fees		\$1,490.00			
	Total for Check # 8 (Chk#3342)			\$1,505.00		
Check #9	RF - Restitution Fee					
	Walmart Neighborhood Market, Blair/ CR-16-227 & CR-16-228		\$50.00			
	Total for Check # 9 (Chk#3343)			\$50.00		

Monthly Total	\$18,683.00
Year To Date	\$186,591.27

Ernie Penn, Mayor 12/5/17
Date

Kim Bentley, Court Clerk 12/1/17
Date

Graham Nations, District Judge Date



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

November 2017 Monthly Report for Mayor and City Council

The fire department responded to over 80 calls during the month of November and that is above average for the year for calls. Most of the calls that we have had were medical calls again as it is most always and still is growing every year for the fire service. I don't know for sure but it seems like the holiday season brings more and more medical calls for us. The rise in medical calls maybe because older people get lonely and needs more attention or the holidays causes medical issues for them but it sure appears to be the situation.

November starts the holiday season and traffic gets worse and seems like the call volume seems to follow that trend. The grass has died and gone into dormancy and with the leaves all falling off creates the perfect conditions for grass and wildland fires, and that is what we are dealing more this time of the year as well as medical calls.

The fire department has responded to 885 so far in the year and that is on target for another record year for us, our city and surrounding area keeps on growing larger and larger all the time. We have several subdivisions that have resumed building again and some future ones starting so it is inevitable that our city will grow larger and over whelm us if we don't prepare now for that growth.

I would like to thank the Mayor and City Council as well as the citizens of our city for allowing us to better provide protection for the city by allowing us to hire to more additional full time firefighters to our staff. We have advertised and received some real qualified applicants and we are going to interview them and recommend two fire fighters to you hopefully at our December council meeting.

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

Mark Cunningham Fire Chief

Farmington Police Dept.

Offenses for Month 11/2016 and 11/2017

12/1/2017 6:44:55 AM

	<u>2016</u>	<u>2017</u>
AGENCY ASSIST		
AA	0	1
ANIMAL ORDINANCE 2006-3		
2006-3	0	1
ASSAULT - 2ND DEGREE / RECKLESS CONDUCT CREATES RISK OF PHYSICAL INJURY		
5-13-206	0	1
ASSAULT - 3RD DEGREE / CREATES APPREHENSION OF IMMINENT INJURY		
5-13-207	1	1
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	0	3
BATTERY - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-13-203A(1)	0	2
Breaking or Entering/Vehicle		
5-39-202	0	1
BURGLARY, COMMERCIAL		
5-39-201B(1)	2	1
BURGLARY, RESIDENTIAL		
5-39-201A(1)	1	0
CARELESS DRIVING		
27-51-104	1	0
CARRYING A WEAPON		
5-73-120	1	0
CRIMINAL MISCHIEF - 1ST DEGREE PROPERTY OF ANOTHER VALUE \$500 OR LESS		
5-38-203A(1)	1	0
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER VALUE \$500 OR MORE		
5-38-203C	0	1
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OVER \$1000 BUT \$5,000 OR LESS		
5-38-203B(2)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS		
5-38-204(a)(2)	1	0
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204(a)(1)	1	0
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES		
5-39-203A	2	0
Discharge of Firearm in city		
5.6	0	1
DISORDERLY CONDUCT		
5-71-207	0	1
DISORDERLY CONDUCT / CREATES HAZARDOUS OR PHYSICALLY OFFENSIVE CONDITION		

	<u>2016</u>	<u>2017</u>
5-71-207A(7)	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	3	0
Drivers License Required		
27-16-602	0	1
DRIVING ON SUSPENDED LICENSE		
27-16-303	0	1
DWI (UNLAWFUL ACT)		
5-65-103A	1	0
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION		
5-65-105	0	1
ENDANGERING THE WELFARE OF MINOR - 3RD DEGREE		
5-27-207(b)	0	1
FAILURE TO APPEAR		
5-54-120	9	11
FAILURE TO PAY FINES & COSTS		
5-4-203	8	11
Failure to Pay Registration/No Vehicle License		
27-14-903	0	1
Fictitious Tags		
27-14-306	0	1
FLEEING		
5-54-125	1	0
FORGERY		
5-37-201	1	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER ARE FORGED		
5-37-207A(3)	1	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER IS STOLEN		
5-37-207A(1)	1	0
Interference with Emergency Communications/2nd degree/interrupts		
5-60-125	0	1
Leaving Scene of Accident/Property Damage		
27-53-102	2	2
No Proof Insurance		
27-22-104	0	1
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER		
5-54-102A(1)	0	1
OBSTRUCTING GOVERNMENTAL OPERATIONS / REFUSES TO PROVIDE INFORMATION FOR A		
5-54-102A(2)	0	1
POSSESSING INSTRUMENTS OF CRIME		
5-73-102	1	0
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA		
5-64-401	0	3
POSSESSION OF DRUG PARAPHERNALIA		
5-64-443	0	3

	<u>2016</u>	<u>2017</u>
Possession of Drug Paraphernalia		
5-64-403(c)(1)(A)(i)	0	2
POSSESSION OF METH OR COCAINE LT 2GM		
5-64-419B(1)A	1	0
PUBLIC INTOXICATION / DRINKING IN PUBLIC		
5-71-212	4	3
RECKLESS DRIVING		
27-50-308	1	0
REFUSAL TO SUBMIT		
5-65-205	1	0
RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL		
5-54-103B(1)	0	1
Run Stop Sign		
27-51-601	0	1
RUNAWAY		
90I	1	0
SHOPLIFTING \$1,000 OR LESS		
5-36-116	2	0
TERRORISTIC THREATENING		
5-13-301	1	2
THEFT \$1,000 OR LESS - ALL OTHERS		
5-36-103(b)(4)(A)	3	1
THEFT \$1,000 OR LESS - FROM BUILDING		
5-36-103(b)(4)(A)	1	0
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	1	1
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000 - ALL OTHERS		
5-36-103(b)(3)(A)	1	2
THEFT BY RECEIVING LESS THAN \$25,000 BUT GREATER THAN \$5000		
5-36-106(e)(2)	1	0
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	1	1
THEFT OF SERVICES \$1,000 OR LESS		
5-36-104(c)(4)	1	0
THEFT OF VEHICLE VALUED AT \$5,000 OR LESS BUT GREATER THAN \$1,000		
5-36-103(b)(3)(A)	2	0
UNAUTHORIZED USE OF A VEHICLE		
5-36-108	1	1
Unlawful Use of Drivers License		
27-16-302	1	0
VIOLATION OF A PROTECTION ORDER- MISDEMEANOR		
5-53-134(b)(1)	0	2
Totals:	64	72

Farmington Police Dept.

Tickets Issued by Officer and Month for 2017

12/1/2017 6:45:14 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bertorello, James	0	0	4	25	23	8	25	34	33	25	15	0	192
Bramall, Richard	0	0	0	0	1	0	0	0	0	0	0	0	1
Brotherton, James	38	34	42	46	50	33	20	42	33	36	14	0	388
Caatron, Joshua	22	11	25	21	22	25	51	60	29	16	31	0	313
Collins, John	44	55	51	33	67	36	26	0	0	0	0	0	312
Hubbard, Brian	0	0	0	0	2	0	1	0	0	0	0	0	3
Kimball, Geoffrey	38	35	17	27	22	9	28	60	39	0	0	0	275
Long, Dustin	23	22	30	13	9	26	21	33	39	37	29	0	282
Mahone, Taron	0	0	0	0	7	73	100	121	167	142	126	0	736
Parrish, Chad	0	1	0	0	1	5	4	4	11	2	1	0	29
Redfern, William	0	0	3	0	0	0	0	0	0	0	0	0	3
Talley, Taylor	0	0	0	0	0	0	0	38	73	61	60	0	232
Thompson, Michael	1	2	0	0	0	0	0	0	0	0	0	0	3

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Wilbanks, Johnie	14	3	0	5	3	7	1	0	0	2	1	0	36
Totals:	180	163	172	170	207	222	277	392	424	321	277	0	2805

Permit Report

11/1/2017 - 11/28/2017

Permit #	Permit Date	Site Address	Permit Type	Type of Building	Description of Work	Contractor	Material & Labor	Total Fees
1881	11/27/2017	456 La Riata	Building	Residential	New House	Riggins Construction	224,000	\$832.00
1880	11/27/2017	484 La Riata	Building	Residential	New House	Riggins Construction	224,000	\$832.00
1879	11/27/2017	483 Caballo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1878	11/27/2017	914 Gibson Hill	Plumbing/Gas	Residential	Plumbing for new house	Kinghorn Plumbing	18,500	\$105.00
1876	11/27/2017	418 Caballo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1875	11/27/2017	480 Caballo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1874	11/27/2017	614 Bison Run	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1873	11/27/2017	646 Bison Run	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1872	11/27/2017	427 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1871	11/27/2017	441 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1870	11/27/2017	455 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1869	11/27/2017	469 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1868	11/27/2017	483 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1867	11/27/2017	497 La Riata	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1866	11/27/2017	641 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00

1865	11/27/2017	625 Arroyo	Electric	Residential	Electric for new house	Fast Electric	4,500	\$35.00
1864	11/27/2017	910 Gibson Hill	Plumbing/Gas	Residential	Plumbing for new house	Kinghorn Plumbing	18,500	\$105.00
1863	11/21/2017	914 Gibson Hill	Electric	Residential	Electric for new house	Electocraft	13,738	\$80.00
1862	11/21/2017	910 Gibson Hill	Electric	Residential	Electric for new house	Electocraft	20,700	\$115.00
1861	11/21/2017	345 E Main	Sign	Commercial	New sign	Mack Thompson & Son Signs	3,000	\$36.00
1860	11/20/2017	25 Tolman Trees	Building	Residential	New Carport	Homeowner	600	\$20.00
1859	11/16/2017	11474 Frisco	Mechanical	Residential	HVAC for new house	Dutton HVAC	8,200	\$55.00
1858	11/16/2017	12329 Hwy 170	Electric	Commercial	Electric for contractor's trailer	Hill Electric	3,000	\$25.00
1857	11/15/2017	157 Angus	Building	Residential	Electric and mechanical for remodel	Superior electrical and mechanical	7,000	\$45.00
1856	11/14/2017	267 Broyles	Plumbing/Gas	Commercial	Repair gas line	Pinnacle Plumbing	200	\$20.00
1855	11/14/2017	914 Gibson Hill	Building	Residential	New House	Riverwood Homes	485,000	\$1,615.00
1854	11/14/2017	910 Gibson Hill	Building	Residential	New House	Riverwood Homes	720,000	\$2,040.00
1853	11/9/2017	611 Double Springs	Building	Residential	New House	Da Vinci Construction	425,000	\$1,435.00
1852	11/8/2017	10874 Stonecrop	Building	Residential	New House	L&L Builders	313,000	\$1,099.00
1851	11/8/2017	207 Briarhill	Building	Residential	Turning garage into a bedroom	CL Webb	20,000	\$110.00
1850	11/8/2017	65 Locust	Mechanical	Residential	HVAC for new house	TMM	4,000	\$30.00

1849	11/7/2017	157 Angus	Building	Residential	Turning garage into living quarters	Benish Wood products	10,000	\$60.00
1848	11/6/2017	11186 N Appleby	Electric	Residential	Electric for new shop	Home owner	2,000	\$20.00
1847	11/2/2017	427 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1846	11/2/2017	455 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1844	11/2/2017	441 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1843	11/2/2017	469 La Riata	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1842	11/2/2017	614 Bison Run	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1841	11/2/2017	646 Bison Run	Mechanical	Residential	HVAC for new house	Anderson Heating and Air	4,000	\$30.00
1840	11/2/2017	309 Briar Hill	Electric	Residential	Electric for new pool	Graves Electric	1,350	\$20.00
1839	11/2/2017	12358 Hwy 62	Electric	Residential	Change fuse box into breaker panel	Burl Smith Electric	1,000	\$20.00
1838	11/1/2017	10810 Blue Sky	Electric	Residential	Electric for new house	Grajeda Electric	9,700	\$60.00
1837	11/1/2017	174 Killdeer	Plumbing/Gas	Multi-Family	Repair fire damaged duplex.	NWA Restore-it	87,000	\$0.00
								\$9,414.00

Total Records: 43

11/28/2017

Farmington Public Library
Board Meeting
November 14, 2017

Call to Order: Meeting called to order by President Hummel at 6:05 p.m. Members present: Betty Hummel, Linda Morrow, LaDeana Mullinix, Anita Sampley, Nadine Sewak, and Phyllis Shaw. Librarian, Rachel Sawyer, also attended

September 2017 Minutes: Phyllis Shaw moved to accept the September minutes. LaDeana Mullinix seconded and the motion passed.

2018 Budget: Rachel Sawyer presented 2018 budget and budget narrative.

Revenues

Fine and fee revenue continues to increase, as we are a destination for faxing and printing. With the addition of color printing last year, we can reasonably raise our fines revenue to \$4,000.

Transfer from the general fund is to remain at \$30,000. We typically receive this payment at the first of the year.

The approved figure from the 2018 funding formula from Washington County is \$156,977. The county board also approved the elimination of the children's department with a disbursement payment of \$14,000 expected in February.

Expenses

We added an Advertising line item for posting job openings in the paper. I expect us to add a second part-time library assistant next year.

Additions made to Payroll for two full-time and two-part-time staff. We also added to Programs to cover performers for both children's and adult programming. A notable increase to Technical Support will allow us to develop our website and possibly add an online platform for summer reading. Joy plans to go to Little Rock for some state library children's programming

City will pay building insurance, cleaning service, and electric, gas, and water bills in 2018. Leaving internet and telephone as our only utility bill.

Library
Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2017												
Total Circulation	4,294	3,602	4,182	4,076	4,186	4,897	4,356	3,669	4,121	4,121	3,658	
YTD Circulation	4,294	7,896	12,078	16,154	20,340	25,237	29,593	33,262	37,383	41,504	45,162	
Hold Satisfied	809	742	767	800	763	803	679	772	734	805	676	
YTD Hold Satisfied	809	1,551	2,318	3,118	3,881	4,684	5,363	6,135	6,869	7,674	8,350	
PAC Logins	869	758	901	826	840	837	754	806	710	886	799	
YTD PAC Logins	869	1,627	2,528	3,354	4,194	5,031	5,785	6,591	7,301	8,187	8,986	
New Cardholders	39	26	32	29	26	52	32	34	25	21	22	
YTD New Cardholders	39	65	97	126	152	204	236	270	295	316	338	
2016												
Total Circulation	4,587	4,346	5,076	4,400	4,170	5,537	5,108	4,696	4,353	4,521	4,410	4,338
YTD Circulation	4,587	8,933	14,009	18,409	22,579	28,116	33,224	37,920	42,273	46,794	51,204	55,542
Hold Satisfied	830	744	944	833	715	854	766	816	786	918	812	796
YTD Hold Satisfied	830	1,574	2,518	3,351	4,066	4,920	5,686	6,502	7,288	8,206	9,018	9,814
PAC Logins	862	901	972	797	893	767	798	756	663	776	737	793
YTD PAC Logins	862	1,763	2,735	3,532	4,425	5,192	5,990	6,746	7,409	8,185	8,922	9,715
New Cardholders	38	26	33	44	35	57	25	30	36	30	20	24
YTD New Cardholders	38	64	97	141	176	233	258	288	324	354	374	398

Library
Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2017												
Early Literacy Station Users	95	86	96	93	109	105	123	128	103	110	97	63
YTD Early Literacy Station Users	95	181	277	370	479	584	707	835	938	1,048	1,145	895
Users	314	293	301	271	308	224	241	365	334	237	221	275
YTD Users	314	607	908	1,179	1,487	1,711	1,952	2,317	2,651	2,888	3,109	3,925
Device Checkout	0	0	0	0	2	3	0	4	2	0	0	0
YTD Device Checkout	0	0	0	0	2	5	5	9	11	11	11	3
2016												
Early Literacy Station Users	51	50	78	59	75	97	89	96	56	87	94	63
YTD Early Literacy Station Users	51	101	179	238	313	410	499	595	651	738	832	895
Users	321	334	343	322	313	319	327	443	358	284	286	275
YTD Users	321	655	998	1,320	1,633	1,952	2,279	2,722	3,080	3,364	3,650	3,925
Device Checkout	1	0	1	0	0	1	0	0	0	0	0	0
YTD Device Checkout	1	1	2	2	2	3	3	3	3	3	3	3

Library
Miscellaneous Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2017												
Color Print Services	53	31	24	20	110	40	59	49	14	21	56	
YTD Color Print Services	53	84	108	128	238	278	337	386	400	421	477	
Copy/Print Services	1,205	1,336	1,373	1,211	1,696	1,429	1,677	1,627	1,730	1,453	1,411	
YTD Copy/Print Services	1,205	2,541	3,914	5,125	6,821	8,250	9,927	11,554	13,284	14,737	16,148	
Fax Services	38	35	39	51	87	78	55	72	103	108	69	
YTD Fax Services	38	73	112	163	250	328	383	455	558	666	735	
Notary Services	9	0	10	17	5	10	4	6	5	10	0	
YTD Notary Services	9	9	19	36	41	51	55	61	66	76	76	
Reference Transactions	189	188	235	241	204	224	241	291	240	195	122	
YTD Reference Transactions	189	377	612	853	1,057	1,281	1,522	1,813	2,053	2,248	2,370	
Scanning Services	18	14	15	28	18	22	10	21	24	23	25	
YTD Scanning Services	18	32	47	75	93	115	125	146	170	193	218	
Staff Supervised Volunteer Hours	46	53	45	68	17	13	11	21	21	34	13	
YTD Staff Supervised Volunteer Hours	46	99	144	212	229	242	253	274	295	329	342	
Test Proctor	0	0	0	0	0	1	1	0	2	3	0	
YTD Test Proctor	0	0	0	0	0	1	2	2	4	7	7	
2016												
Color Print Services	n/a	4	30	79	27	28	37	21	15	52	11	12
YTD Color Print Services	n/a	4	34	113	140	168	205	226	241	293	304	316
Copy/Print Services	1,159	1,464	1,596	1,679	2,145	1,294	1,702	1,739	1,546	1,586	1,167	1,615
YTD Copy/Print Services	1,159	2,623	4,219	5,898	8,043	9,337	11,039	12,778	14,324	15,910	17,077	18,692
Fax Services	15	40	42	26	36	34	27	36	48	26	30	22
YTD Fax Services	15	55	97	123	159	193	220	256	304	330	360	382
Notary Services	4	7	5	8	3	3	5	2	3	4	3	1
YTD Notary Services	4	11	16	24	27	30	35	37	40	44	47	48
Reference Transactions	154	285	350	284	270	324	327	282	266	187	209	165
YTD Reference Transactions	154	439	789	1,073	1,343	1,667	1,994	2,276	2,542	2,729	2,938	3,103
Scanning Services	n/a	2	13	5	30	19	13	35	20	18	10	13
YTD Scanning Services	n/a	2	15	20	50	69	82	117	137	155	165	178
Staff Supervised Volunteer Hours	54	49	41	66	14	10	13	19	46	67	29	24
YTD Staff Supervised Volunteer Hours	54	103	144	210	224	234	247	266	312	379	408	432
Test Proctor	0	0	0	0	0	1	0	0	1	2	0	1
YTD Test Proctor	0	0	0	0	0	1	1	1	2	4	4	5

Library
Programs and Meetings

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2017												
Bag It Documentary Screening												
Book Club	13	10	11	7	12	10	8	9	11	12	14	7
Calligraphy Class			8									
Children's Eric Carle Watercolors			7									
Children's Homework Helpers			3									
Children's Seuss Celebration			10									
Happy Day Preschool Outreach											13	
Meeting Room Use	6	10	12	7	6	7	11		11	21	15	
Children's Mother's Day Craft					9							
Fall Carnival												
Local Authors					14						150	
Painting Class			7									
Summer Reading Kick-off Celebration						107						
Summer Reading Log Participants							114					
Technology Instruction	0	2	4	0	3	1	1	4	1	1		
WCLS presents Story Time	0	157	169	165					158	186	150	
WCLS presents Kids Book Club	5	4	3	3	3			5		7	4	
WCLS presents Summer Reading						79	69					
WCLS presented Monthly Program Attendance	5	161	172	168	3	79	69	5	158	193	154	
Total Monthly Program Attendance	13	12	50	7	35	118	123	13	12	26	171	
Number of Juvenile Programs	0	0	4	0	1	1	1	0	0	1	0	
Number of WCLS Juvenile Programs	1	4	5	2	4	2	1	1	3	5	5	
Number of Young Adult Programs	0	0	0	0	0	0	0	0	0	0	0	
Number of WCLS Young Adult Programs	0	0	0	0	0	0	0	0	0	0	0	
Number of Adult Programs	1	1	4	1	3	1	1	1	1	1	2	
Number of Non-library Meeting Room Events	1	1	1	1	1	1	1	0	1	2	1	

**Library
Daily Visitors**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2017												
Visits	2,431	2,526	2,616	2,553	2,381	3,078	2,659	2,617	2,491	2,827	2,244	
YTD Visits	2,431	4,957	7,573	10,126	12,507	15,585	18,244	20,861	23,352	26,179	28,423	
2016												
Visits	2,458	2,778	2,996	2,596	2,640	3,027	2,649	2,779	2,647	2,869	2,517	2,322
YTD Visits	2,458	5,236	8,232	10,828	13,468	16,495	19,144	21,923	24,570	27,439	29,956	32,278

2018 Budget

	2016 - Budget	2016 - Actual	2017 - Budget	Actual – Sept.	2018 - Budget
Fines/Lost Items	\$3,000	\$5,240.13	\$3,000	\$4,177.95	\$4,000
Grants					
Interest		\$23.37		\$21.49	
Miscellaneous		\$1,060.51			
Transfer from General Fund	\$30,000	\$30,000.00	\$30,000	\$30,000.00	\$30,000
Washington County Annual Disbursement					\$14,000
Washington County Total Revenue	\$144,400	\$145,032.00	\$155,077	\$116,307.00	\$156,977
Total Revenue	\$177,400	\$181,356.01	\$188,077	\$150,506.44	\$204,977
Advertising				\$345.00	\$500
Books and Media	\$32,000	\$24,151.81	\$32,000	\$18,740.01	\$32,000
Building Maint & Cleaning	\$6,000	\$4,053.62	\$6,000	\$4,071.43	\$6,000
Grants Expense		\$529.57			
Insurances	\$2,000	\$1,950.00	\$2,000		\$2,500
Mat. And Supplies	\$7,000	\$6,990.01	\$12,000	\$7,521.28	\$12,277
Miscellaneous	\$500	\$353.37	\$500	\$88.00	\$500
New Equipment	\$2,000	\$1,677.09	\$5,000		\$2,000
Payroll	\$118,000	\$92,147.51	\$120,000	\$63,959.24	\$138,000
Postage	\$300	\$110.45	\$300	\$101.16	\$300
Programs	\$1,000	\$728.49	\$1,000	\$430.00	\$2,500
Technical Support	\$400	\$0.00	\$400		\$5,000
Travel and Training	\$400	\$138.50	\$400	\$153.00	\$1,000
Utilities	\$7,800	\$7,090.96	\$8,477	\$5,209.21	\$2,400
Total Expenses	\$177,400	\$139,921.38	\$188,077	\$100,618.33	\$204,977
Revenue Less Expenditures		\$41,434.63		\$49,888.11	

Linda Morrow moved to approve the 2018 budget. Anita Sampley seconded and the motion passed.

Staff Evaluations: Staff evaluation presented and goals for next year discussed.

Director's Quarterly Informational Report:

Attended day two of the Arkansas Library Association conference with sessions on teen volunteers and strategic planning. Also, attended the NWA Women's Business Conference.

Attended a county special board meeting, a city economic development committee meeting, and city council budget work session.

Trained new hire Kevin Kyger. He works Friday afternoons and all day Saturday.

Continued to research companies that design web sites and receive quotes for services. Received a quote from a specialty library web design company (Libby) for \$5,000 and received a quote from a local company (Mockingbird Creative) for \$7,500. Scheduled a web conference demo with designers from EBSCO's Stacks web design platform.

Executed two months of our "Inter Library Loan" project with the high school and freshman academy. The schools have checked out 46 books in two months.

Received a 120-day extension for filing our E-rate reimbursement form.

Worked with Farmington's HIPPY (Home Instruction for Parents of Preschool Youngsters) coordinator to host a program on October 26 for children and their parents.

Organized Friends Fall Book Sale for October 27 and October 28. Friends earned \$650 over the two days. We have the remaining sale items still out and marked as half off.

Assisted Joy with hosting the Fall Carnival event.

Children's Services Librarian Quarterly Informational Report:

A Fall Carnival on November 4 for the whole family. We had at least 150 people attend.

- -Activities included pony rides and a petting zoo provided by Barnyard Buddies, small carnival games, prizes, crafts, and food provided by First Security Bank.

Ordered books, bookmarks, and stickers to give to the kindergarteners at Bob Folsom Elementary as a Christmas gift from the Friends of the Farmington Library.

Began researching programs for ages 0-12 for spring programming and beyond for the Children's Department.

Displays in the Children's Department

- Appropriate books for 1st, 2nd, 3rd and 4th grades separated by the reading level.
- Halloween
- Thanksgiving
- National Novel Writing Month (NaNoWriMo)

Set up a coloring and simple craft area in the Children's Department.

Began planning for Summer Reading Club 2018.

- Booked Dino O'Dell for Monday, June 25 at 10:00.
- Met with Children's staff from Prairie Grove Public Library to begin discussing ways to collaborate on programming for the summer.

Outreach to Happy Day Daycare.

Read Halloween stories to 11 children ages 0-5.

Purchased books to develop a Children's Professional Book Collection for outreach and in-house programming.

Halloween Trick-or-Treat at the Library.

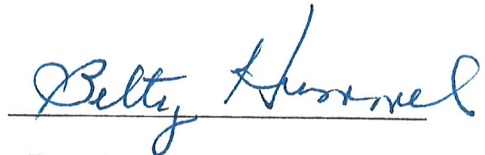
- Children came to the library October 31st between 4:00 and 6:00 to Trick-or-Treat.

Helped prepare for the Fall Book Sale.

Policy Manual Discussion: The board discussed current and new policy and procedure recommendations. Library Behavior Policy and Library Services Procedures to be discussed at March meeting.

Adjourn: Linda Morrow moved to adjourn the meeting at 6:50 p.m. Nadine Sewak seconded and the motion passed.

Next meeting: March 13, 2018

A handwritten signature in blue ink that reads "Betty Hummel". The signature is written in a cursive style and is positioned above a horizontal line.

Betty Hummel, Board President

Planning Commission Minutes
October 23, 2017

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

PRESENT

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

ABSENT

Jay Moore

City Employees Present: Melissa McCarville, City Business Manager; Rick Brammall, City Inspector; Steve Tennant, City Attorney

2. Approval of Minutes: Notes-taker Judy Horne explained that an e-mail from citizen Vicki Norvell had inadvertently been left out of the September 25, 2017 minutes sent to the Commissioners, but that has been corrected and the e-mail is a part of the September minutes. With that assurance, the Commissioners unanimously approved the September minutes.

3. Comments from Citizens: No comments by citizens.

PUBLIC HEARING

4A. Rezoning Request from R-2 to MF-2 for Lot 17 on Rainsong Street, Grasslands Subdivision

Property owner is Southwinds Real Estate, Inc. Jason Young of Bates And Associates Engineers was present to discuss the request.

City had no comments.

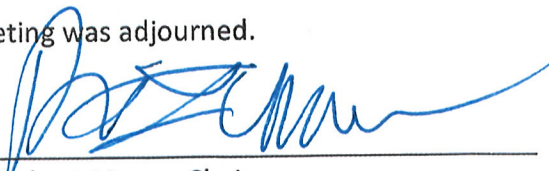
Commissioners discussed the proposal and Gerry Harris presented information that created a question as to whether the property was in a “non-buildable flood zone.” There was concern regarding the creek that borders this property on the east side and it was determined that a portion of Lot 17 is Flood Plain and could not be built on. This creek separates the Lot 17 property from Peachtree Village Assisted Living complex that had a number of apartments flooded in the major flooding rains in Spring 2017.

After continuing discussion and review of the property in question, it was noted that if the Planning Commission denied the rezoning request, this same request could not be brought back for one year. Further discussion led to Mr. Jason Young asking to table the rezoning request until further review and study is completed.

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



Judy Horne - Secretary



Robert Mann - Chair