



City of Farmington
354 W. Main Street
P.O. Box 150
Farmington, AR 72730
479-267-3865
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**CITY COUNCIL AGENDA
December 12, 2011**

A regular meeting of the Farmington City Council will be held on
Monday, December 12, 2011 at 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Thomas
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes –November 14, 2011 minutes
6. Financial Reports.
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. City Beautification Committee
 - c. Economic Development Committee
 - d. Park & Recreation Committee
 - e. Finance Committee
 - f. Sewer Committee

NEW BUSINESS

10. Permission to request proposals for audit services.
11. Request approval of a change order on the Sports Complex Phase II for additional work.
12. Request approval of rental rates for Sports Complex, registration fees for the summer ball program and the draft for summer ball program.
13. Request approval to advertise for bids proposal for Concession services
14. Request approval to purchase new police car.
15. Request approval on storm water and Flood Plain Administrator contracts.

INFORMATIONAL ITEMS:

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

Minutes of the Regular Farmington City Council Meeting on November 14, 2011

The regular meeting of the Farmington City Council scheduled for Monday, November 14, 2011 was called to order at 6:00 p.m. by Mayor Ernie Penn. City Clerk Kelly Thomas called the roll and the following Aldermen answered to their names: Patsy Pike, Sherry Mathews, Janie Steele, Brenda Cunningham, Shelly Parsley and Bobby Morgan and Terry Yopp. A quorum was declared (7). Also present were Financial Officer Jimmy Story, City Attorney Tennant and City Business Manager McCarville. After Mayor Penn led the pledge of allegiance, he then opened the public comment portion of the meeting for citizens. There were no speakers. Alderman Lipford arrived at 6:05 p.m.

Approval of the minutes for October 10th Regular Meeting and the October 17th Special Meeting - On the motion of Alderwoman Steele and seconded by Alderwoman Cunningham and by the consent of all members present, the minutes were approved, accepted and filed as amended by the City Clerk (8/0).

Financial Reports – City Clerk Thomas informed the council that city sales tax was up \$3,495.24 and county sales tax was up \$16,748.04.

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

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

Committee Reports

Street Committee - Alderman Morgan gave the council a list of completed projects for the year, which include Archie Watkins Road, Giles Road, Clyde Carnes Road, Southwinds Road, Jim Brooks Road and the Northaven drainage project. The city received \$42,000.00 in reimbursement from FEMA for Clyde Carnes Road repair. For 2012 the only project at the moment is Jimmy Devault Road.

City Beautification Committee – Alderwoman Cunningham informed the council they are still working on the welcome sign for the east side of the city. She gave an update to the council on a follow up letter to the Business Owners regarding decorating for Christmas. Brent Vinson gave a brief presentation to the council regarding Solar and LED lighting.

Economic Development Committee – Teresa Ray gave the council a brief overview regarding some of the responses the survey generated. There will be a meeting December 1, 2011 at the Co-op Building at 6:00pm to report the final results to the community.

Park & Recreation Committee – Alderwoman Mathews informed the council her committee had met and she included a copy of her meeting minutes in the packet and gave a brief overview.

Finance Committee – Alderman Lipford informed the council that the committee had meet and approved the budget be presented to the council for approval.

Sewer Committee – No report.

New Business

Ordinance No. 2011-08 Rezone Property Containing Approximately 3.83 Acres Requested by Jon-Zoe Properties, LLC (Randy Chick)

A motion made by Alderman Yopp and seconded by Alderman Lipford to suspend the rule requiring the reading of Ordinance 2011-08 in full on 3 different dates be suspended and that Ordinance # 2011-08 is to be read by title only one time. The motion was approved by all members present. (8)

City Attorney Tennant read the Ordinance by title only. Mayor Penn then asked, “Shall the Ordinance Pass?” It was approved by all members present. (8)

A motion was made by Alderwoman Steele and seconded by Alderman Lipford to pass Ordinance #2011-08 with the emergency clause, it was approved by all members present (8).

Request Approval to remove 2 Dell computers – Tag # 0311 & 0302 from Library Inventory

A motion was made by Alderwoman Steele and seconded by Alderwoman Parsley to remove Dell Computers, tag 0311 & 0302 from Library inventory. The motion passed 8/0.

Request approval to remove Blackbox Security System from Library Inventory

A motion was made by Alderman Lipford and seconded by Alderwoman Steele to remove Blackbox Security System from Library inventory. The motion passed 8/0.

Request Approval to remove 2001-02 Ford Crown Vic from Police Inventory and also request approval to put it out for sealed bids.

A motion was made by Alderman Yopp and seconded by Alderman Lipford to remove a 2001-2002 Ford Crown Vic from Police inventory and to accept sealed bids for said vehicle. The motion passed 8/0.

Resolution 2011-05 Adopt Municipal Budget for 2012

On the motion of Alderman Yopp and seconded by Alderman Lipford and by the consent of all members present (8/0), Resolution 2011-05 was approved. City Attorney Tennant read the Resolution. Mayor Penn asked Shall this pass? It was approved by all members present (8/0).

Resolution 2011-06 Approve Salary for Office of Farmington City Mayor

On the motion of Alderman Morgan and seconded by Alderwoman Cunningham and by the consent of all members present (8/0), Resolution 2011-06 was approved. City Attorney Tennant read the Resolution. Mayor Penn asked Shall this pass? It was approved by all members present (8/0).

Request Approval for Change Order to the Sports Complex Concession and Storage Building.

A motion was made by Alderman Yopp and seconded by Alderwoman Mathews to approve the change order in the amount of a savings of \$23,000.00 for the Sports Complex Concession Storage Building. The motion passed 8/0.

Mayor Penn advised the council that Fotchman Enterprises was the low bid for the Baseline Grading for the Sports Complex. This item does not require council approval due to the dollar amount but Mayor Penn wanted the council to be informed.

A motion was made by Alderman Lipford and seconded by Alderwoman Pike to accept the low bid from Fochtman Enterprises in the amount of \$15,250.00 for baseline grading at the Sports Complex. The motion passed 8/0.

Mayor Penn announced to the council that he has pledged \$1000.00 a year from his personal salary to be allocated as "Mayor's Scholarship" to the Sports Complex as scholarships for children to play league ball. Citizen Roy Hummel and City Attorney Steve Tennant also pledged to match the amounts.

There being no further business to come before the Council, and on the motion of Alderwoman Steele and Seconded by Alderman Lipford and by the consent of all members present, the meeting adjourned at 6:50 p.m., until the next regularly scheduled meeting to be held on Monday, December 12, 2011 at six o'clock p.m. in the City Council Chambers in City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

Mayor Ernie Penn

City Clerk Kelly Thomas

GENERAL FUND
Balance Sheet
11/30/11

	Book Value Nov 2011 Actual	Book Value Nov 2010 Actual
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Assets

Current Assets

Cash

CATASTROPHIC MONEY MARKET	87,892.49	87,852.18
CITY OF FARM - PARK FUND	600,721.63	76,678.38
FARMINGTON SENIOR CENTER BL	(1,525.00)	15.25
GEN. C.D.(COL.FIRE LOAN)	188,920.88	186,950.16
GENERAL FUND CHECKING ACCT	467,522.94	170,426.88
GENERAL FUND MONEY MARKET	1,001,105.23	1,760,180.19
Total Current Assets	\$2,344,638.17	\$2,282,103.04
Total Assets	\$2,344,638.17	\$2,282,103.04

Fund Balance

Suplus Carryover

CY SURPLUS (DEFICIT)	425,251.83	362,716.70
FUND BALANCE	1,919,386.34	1,919,386.34
Total Fund Balance	\$2,344,638.17	\$2,282,103.04
Total Liabilities and Equity	\$2,344,638.17	\$2,282,103.04

GENERAL FUND
General Ledger
05/01/09 to 11/30/11

Transaction Date	Transaction Number	Name / Description	Debits	Credits
NEW PARK DONATIONS				
05/12/09	016298	ERNEST L PENN		1,000.00
05/14/09	016301	ROY AND BETTY HUMMELL		1,000.00
07/23/09	016347	CHAMBER OF COMMERCE		1,000.00
08/08/09	016367	LADY CARDINALS		2,104.30
11/17/09	016437	TOSS REGISTRATION		125.00
11/17/09	016438	MEMORIAL FOR C.D. PIKE		50.00
11/18/09	016439	TOSS REGISTRATION		25.00
11/20/09	016440	WALTON FAMILY FOUNDATION INC		20,000.00
11/23/09	016441	MEMORIAL FOR C.D. PIKE		25.00
11/24/09	016442	TOSS REGISTRATION		75.00
12/08/09	016455	MEMORIAL FOR C.D. PIKE		250.00
12/13/09	016460	MEMORIAL FOR C.D. PIKE		160.00
01/03/10	016481	LOUIS' GARAGE		30.00
01/05/10	016483	LOUIS' GARAGE		25.00
01/06/10	016484	LOUIS' GARAGE		25.00
01/10/10	016487	LOUIS' GARAGE		50.00
01/11/10	016488	LOUIS' GARAGE		15.00
01/17/10	016489	LOUIS' GARAGE		140.00
03/09/10	016539	BRENDA CUNNINGHAM		75.00
03/09/10	016538	PATSY PIKE		75.00
03/09/10	016537	PAM DELANEY		75.00
03/09/10	016536	JANIE R STEELE		75.00
03/09/10	016535	BOBBY/BETTY MORGAN AND FAMILY		75.00
05/11/10	016588	SUMMER BALL PROGRAM		384.74
01/06/11	016741	tyson foods		5,000.00
05/03/11	016817	Memory of Jim Devault		345.00
05/05/11	016819	Memory of Jim Devault		515.00
05/11/11	016823	Memory of Jim Devault		205.00
05/13/11	016827	Memory of Jim Devault		30.00
05/13/11	016826	Memory of Jim Devault		170.00
05/18/11	016830	Memory of Jim Devault		25.00
05/26/11	016833	WAL MART		500.00
06/01/11	016840	Memory of Jim Devault		45.00
06/09/11	016844	Memory of Jim Devault		25.00
06/21/11	016849	Memory of Jim Devault		20.00
07/11/11	016845	Memory of Jim Devault		50.00
08/30/11	016896	walton foundation		10,000.00
10/17/11	016926	rosatis pizza		100.00
10/17/11	016925	green oak		200.00
10/20/11	016931	NORTHWEST ARKANSAS NEWSPAPERS		250.00
10/31/11	016940	wal mart		600.00
11/02/11	016946	ARVEST BANK		4,250.00
11/09/11	016953	eye center		100.00
11/13/11	016955	BANK OF FAYETTEVILLE		2,500.00
11/28/11	016962	PRAIRIE GROVE TELEPHONE		5,000.00
11/28/11	016961	gibson real estate		325.00
11/29/11	016964	DARRIN TAYLOR INSURANCE		325.00
Net Activity for: NEW PARK DONATIONS				\$57,439.04
Ending Balance				\$57,439.04

GENERAL FUND
SALES TAX REPORT
11/01/11 to 11/30/11

	Nov 2011	Nov 2010
	Nov 2011	Nov 2010
	Actual	Actual
Revenue		
CITY SALES TAX REVENUES	26,363.40	25,305.09
SALES TAX - OTHER	72,810.78	55,617.80
STREET CITY SALES TAX	8,787.80	8,435.04
Total Revenue	\$107,961.98	\$89,357.93
Total Net Income (Loss) From Operations	\$107,961.98	\$89,357.93
Total Net Income (Loss)	\$107,961.98	\$89,357.93

GENERAL FUND Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Variance	Variance
Revenue & Expenditures								
GENERAL REVENUES								
Revenue								
ACCIDENT REPORT REVENUES	1,130.00	916.74	213.26		1,000.00		130.00	
ACT 833	6,438.12	0.00	6,438.12		0.00		6,438.12	
ANIMAL CONTROL REVENUES	2,495.00	2,291.74	203.26		2,500.00		(5.00)	
BUILDING INSPECTION FEES	18,167.19	16,500.00	1,667.19		18,000.00		167.19	
BUSINESS LICENSES	5,225.00	4,583.37	641.63		5,000.00		225.00	
CITY COURT FINES	92,894.45	73,333.37	19,561.08		80,000.00		12,894.45	
CITY SALES TAX REVENUES	283,352.99	265,833.37	17,519.62		290,000.00		(6,647.01)	
COUNTY TURNBACK	357,457.61	341,970.31	15,487.30		373,058.50		(15,600.89)	
DEVELOPMENT FEES	1,450.00	916.63	533.37		1,000.00		450.00	
FRANCHISE FEES	304,300.50	247,500.00	56,800.50		270,000.00		34,300.50	
GARAGE SALE PERMITS	3,910.00	3,208.37	701.63		3,500.00		410.00	
GRANTS	64,300.00	0.00	64,300.00		0.00		64,300.00	
INTEREST REVENUES	3,100.53	3,666.63	(566.10)		4,000.00		(899.47)	
INVESTMENT TRANSFER INCOME	40,040.64	0.00	40,040.64		0.00		40,040.64	
MISCELLANEOUS REVENUES	95,440.03	1,100.00	94,340.03		1,200.00		94,240.03	
NEW PARK DONATIONS	30,580.00	0.00	30,580.00		0.00		30,580.00	
PARK RENTAL/DONATIONS	860.00	1,100.00	(240.00)		1,200.00		(340.00)	
SALES TAX - OTHER	783,843.40	594,733.37	189,110.03		648,800.00		135,043.40	
SRO REIMBURSEMENT REVENUES	30,744.10	27,500.00	3,244.10		30,000.00		744.10	
STATE TURNBACK	86,818.90	73,333.37	13,485.53		80,000.00		6,818.90	
Revenue	\$2,212,548.46	\$1,658,487.27	\$554,061.19		\$1,809,258.50		403,289.96	
Revenue Less Expenditures	\$2,212,548.46	\$1,658,487.27			\$1,809,258.50		\$1,809,258.50	
Net Change in Fund Balance	\$2,212,548.46	\$1,658,487.27			\$1,809,258.50		\$1,809,258.50	

GENERAL FUND Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Variance	Variance	Jan 2011	Dec 2011	Jan 2011	Variance
ADMINISTRATIVE DEPT								
Expenses								
ADDITIONAL SERVICES EXPENSE	82,470.13	64,166.74	18,303.39	(487.05)	70,000.00	2,400.00	12,470.13	(687.05)
ADVERTISING EXPENSE	1,712.95	2,200.00	10,478.71	0.00	25,000.00	0.00	10,478.71	(4,702.45)
Baseball Construction Expense	20,297.55	22,916.74	164,843.55	0.00	20,000.00	20,000.00	164,843.55	(11,791.66)
BUILDING MAINT & CLEANING	164,843.55	18,333.37	(10,125.03)	(8,236.78)	10,000.00	10,000.00	(9,070.04)	(9,580.40)
CAPITAL IMPROVEMENT	8,208.34	9,166.74	18,333.37	(7,913.77)	2,000.00	2,000.00	(1,883.70)	(8,873.20)
INSURANCES EXPENSE	929.96	18,333.37	1,833.37	(1,717.07)	10,000.00	5,000.00	0.00	0.00
LEGAL FEES	10,419.60	9,166.74	4,583.37	416.63	27,067.50	27,067.50	(4,307.12)	(7,840.90)
MATERIALS & SUPPLIES EXPENSE	116.30	18,333.37	(7,913.77)	(8,039.94)	185,000.00	12,000.00	(5,040.90)	(763.42)
MISCELLANEOUS EXPENSE	1,126.80	1,833.37	(2,051.55)	(3,924.27)	3,000.00	3,000.00	(24,069.40)	60,340.25
NEW EQUIPMENT PURCHASE	5,000.00	9,166.74	2,051.55	(3,924.27)	5,000.00	5,000.00	(3,546.67)	(3,992.50)
OZARK REGIONAL TRANSIT EXPE	22,760.38	24,811.93	(5,081.49)	(4,040.90)	15,000.00	15,000.00	(2,040.70)	(8,718.33)
PAYROLL EXP - CITY ATTRNY	39,159.10	43,083.37	(4,040.90)	(513.42)	40,000.00	0.00	60,340.25	60,340.25
PAYROLL EXP - REGULAR	164,501.88	169,583.37	(20,736.14)	(20,736.14)	5,000.00	5,000.00	(3,546.67)	(3,992.50)
PLANNING COMMISSION	6,959.10	11,000.00	60,340.25	(3,130.04)	5,000.00	5,000.00	(2,040.70)	(8,718.33)
POSTAGE EXPENSE	2,236.58	2,750.00	(513.42)	(513.42)	40,000.00	40,000.00	(24,069.40)	60,340.25
PROFESSIONAL SERVICES	15,930.60	36,666.74	(20,736.14)	(20,736.14)	0.00	0.00	60,340.25	60,340.25
REMODEL SENIOR BUILDING	60,340.25	0.00	60,340.25	60,340.25	0.00	0.00	60,340.25	60,340.25
REPAIR & MAINT - OFFICE EQUIP	1,453.33	4,583.37	(3,130.04)	(3,130.04)	5,000.00	5,000.00	(3,546.67)	(3,992.50)
TECHNICAL SUPPORT	1,007.50	4,583.37	(3,575.87)	(3,575.87)	5,000.00	5,000.00	(3,992.50)	(3,992.50)
TRAVEL, TRAINING & MEETINGS	12,959.30	13,750.00	(790.70)	(790.70)	15,000.00	15,000.00	(2,040.70)	(2,040.70)
UTILITIES EXPENSES	31,281.67	36,666.74	(5,385.07)	(5,385.07)	40,000.00	40,000.00	(8,718.33)	(8,718.33)
Expenses	\$664,193.58	\$498,179.33	\$166,014.25	\$166,014.25	\$543,467.50	\$543,467.50	120,726.08	120,726.08
Revenue Less Expenditures	(\$664,193.58)	(\$498,179.33)	(\$66,014.25)	(\$66,014.25)	(\$543,467.50)	(\$543,467.50)	(\$543,467.50)	(\$543,467.50)
Net Change in Fund Balance	(\$664,193.58)	(\$498,179.33)	(\$66,014.25)	(\$66,014.25)	(\$543,467.50)	(\$543,467.50)	(\$543,467.50)	(\$543,467.50)

GENERAL FUND Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Variance	Variance	Jan 2011	Dec 2011	Jan 2011	Variance
ANIMAL CONTROL DEPT								
Expenses								
FUEL EXPENSES	2,528.83	1,329.24	1,199.59		1,450.00		1,078.83	
MATERIALS & SUPPLIES EXPENSE	1,067.07	479.49	587.58		523.00		544.07	
NEW EQUIPMENT PURCHASE	0.00	733.37	(733.37)		800.00		(800.00)	
PAYROLL EXP - REGULAR	37,901.23	38,041.74	(140.51)		41,500.00		(3,598.77)	
PROFESSIONAL SERVICES	12,929.00	14,758.37	(1,829.37)		16,100.00		(3,171.00)	
REPAIR & MAINT - EQUIPMENT	212.83	458.37	(245.54)		500.00		(287.17)	
TELECOMMUNICATION EXPENSES	1,064.47	687.50	376.97		750.00		314.47	
TRAVEL, TRAINING & MEETINGS	366.00	458.37	(92.37)		500.00		(134.00)	
UNIFORMS/GEAR EXPENSE	440.05	458.37	(18.32)		500.00		(59.95)	
Expenses	\$56,509.48	\$57,404.82	(\$895.34)		\$62,623.00		(6,113.52)	
Revenue Less Expenditures	(\$56,509.48)	(\$57,404.82)			(\$62,623.00)			
Net Change in Fund Balance	(\$56,509.48)	(\$57,404.82)			(\$62,623.00)			

GENERAL FUND Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Variance	Variance	Jan 2011	Dec 2011	Variance	Variance
BUILDING PERMIT DEPT								
Expenses								
FUEL EXPENSES	1,606.47	2,108.37	(501.90)		2,300.00		(693.53)	
MATERIALS & SUPPLIES EXPENSE	233.69	183.37	50.32		200.00		33.69	
PAYROLL EXP - REGULAR	73,538.90	74,924.74	(1,385.84)		81,736.00		(8,197.10)	
REPAIR & MAINT - EQUIPMENT	460.07	458.37	1.70		500.00		(39.93)	
TELECOMMUNICATION EXPENSES	1,064.66	1,283.37	(218.71)		1,400.00		(335.34)	
TRAVEL, TRAINING & MEETINGS	500.00	458.37	41.63		500.00		0.00	
UNIFORMS/GEAR EXPENSE	730.44	458.37	272.07		500.00		230.44	
Expenses	\$78,134.23	\$79,874.96	(\$1,740.73)		\$87,136.00		(9,001.77)	
Revenue Less Expenditures	(\$78,134.23)	(\$79,874.96)			(\$87,136.00)			
Net Change in Fund Balance	(\$78,134.23)	(\$79,874.96)			(\$87,136.00)			

GENERAL FUND Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Variance	Variance	Jan 2011	Dec 2011	Variance	Variance
FIRE DEPT								
Expenses								
FIRE TRUCK LOAN PAYMENT	97,875.95	36,666.74	61,209.21		40,000.00		57,875.95	
FUEL EXPENSES	5,969.40	5,041.74	927.66		5,500.00		469.40	
HAZMAT EXPENSES	1,369.90	1,283.37	86.53		1,400.00		(30.10)	
MATERIALS & SUPPLIES EXPENSE	3,793.27	4,583.37	(790.10)		5,000.00		(1,206.73)	
MISCELLANEOUS EXPENSE	0.00	458.37	(458.37)		500.00		(500.00)	
NEW EQUIPMENT PURCHASE	552.95	1,833.37	(1,280.42)		2,000.00		(1,447.05)	
PAYROLL EXP - REGULAR	137,330.55	158,125.00	(20,794.45)		172,500.00		(35,169.45)	
REPAIR & MAINT - EQUIPMENT	1,420.54	2,750.00	(1,329.46)		3,000.00		(1,579.46)	
REPAIR & MAINT - TRUCK	5,888.86	2,750.00	3,138.86		3,000.00		2,888.86	
TELECOMMUNICATION EXPENSES	2,391.74	2,750.00	(358.26)		3,000.00		(608.26)	
TRAVEL, TRAINING & MEETINGS	1,909.36	2,291.74	(382.38)		2,500.00		(590.64)	
UNIFORMS/GEAR EXPENSE	945.31	5,607.25	(4,661.94)		6,117.00		(5,171.69)	
Expenses	\$259,447.83	\$224,140.95	\$35,306.88		\$244,517.00		14,930.83	
Revenue Less Expenditures	(\$259,447.83)	(\$224,140.95)	(\$244,517.00)		(\$244,517.00)		(\$244,517.00)	
Net Change in Fund Balance	(\$259,447.83)	(\$224,140.95)	(\$244,517.00)		(\$244,517.00)		(\$244,517.00)	

GENERAL FUND Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Variance	Variance	Jan 2011	Dec 2011	Jan 2011	Variance
LAW ENFORCE - COURT								
Expenses								
BOOKING FEES	170.00	1,833.37	(1,663.37)		2,000.00		(1,830.00)	
MATERIALS & SUPPLIES EXPENSE	642.87	3,648.37	(3,005.50)		3,980.00		(3,337.13)	
MISCELLANEOUS EXPENSE	0.00	538.12	(538.12)		587.00		(587.00)	
PAYROLL EXP - REGULAR	84,262.74	79,750.00	4,512.74		87,000.00		(2,737.26)	
PRINTING EXPENSE	0.00	366.63	(366.63)		400.00		(400.00)	
SPECIAL COURT COSTS	0.00	916.63	(916.63)		1,000.00		(1,000.00)	
Expenses	\$85,075.61	\$87,053.12	(\$1,977.51)		\$94,967.00		(9,891.39)	
Revenue Less Expenditures	(\$85,075.61)	(\$87,053.12)			(\$94,967.00)			
Net Change in Fund Balance	(\$85,075.61)	(\$87,053.12)			(\$94,967.00)			

GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Variance	Variance	Jan 2011	Dec 2011	Jan 2011	Variance
LAW ENFORCE - POLICE								
Expenses								
BREATHALYZER EXPENSES	423.32	916.74	(493.42)		1,000.00		(576.68)	
DRUG TASK FORCE	0.00	916.74	(916.74)		1,000.00		(1,000.00)	
FUEL EXPENSES	32,438.83	30,942.12	1,496.71		33,755.00		(1,316.17)	
MATERIALS & SUPPLIES EXPENSE	18,621.85	19,525.00	(903.15)		21,300.00		(2,678.15)	
MISCELLANEOUS EXPENSE	50.00	916.74	(866.74)		1,000.00		(950.00)	
NEW EQUIPMENT PURCHASE	6,546.10	23,375.00	(16,828.90)		25,500.00		(18,953.90)	
PAYROLL EXP - REGULAR	475,878.10	472,812.12	3,065.98		515,795.00		(39,916.90)	
PAYROLL EXP - SRO	45,140.79	49,229.62	(4,088.83)		53,705.00		(8,564.21)	
REPAIR & MAINT - AUTOMOBILES	17,045.59	9,166.74	7,878.85		10,000.00		7,045.59	
REPAIR & MAINT - EQUIPMENT	2,415.89	1,375.00	1,040.89		1,500.00		915.89	
TELECOMMUNICATION EXPENSES	2,343.06	2,750.00	(406.94)		3,000.00		(656.94)	
TRAVEL, TRAINING & MEETINGS	1,970.97	1,833.37	137.60		2,000.00		(29.03)	
UNIFORMS/GEAR EXPENSE	2,225.76	3,208.37	(982.61)		3,500.00		(1,274.24)	
Expenses	\$605,100.26	\$616,967.56	(\$11,867.30)		\$673,055.00		(67,954.74)	
Revenue Less Expenditures	(\$605,100.26)	(\$616,967.56)			(\$673,055.00)			
Net Change in Fund Balance	(\$605,100.26)	(\$616,967.56)			(\$673,055.00)			

GENERAL FUND
Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
LIBRARY								
Expenses								
LIBRARY TRANSFER	18,858.00	17,286.50	1,571.50		18,858.00		0.00	
Expenses	\$18,858.00	\$17,286.50	\$1,571.50		\$18,858.00		0.00	
Revenue Less Expenditures	(\$18,858.00)	(\$17,286.50)			(\$18,858.00)			
Net Change in Fund Balance	(\$18,858.00)	(\$17,286.50)			(\$18,858.00)			

GENERAL FUND Statement of Revenue and Expenditures

	Year-To-Date		Year-To-Date		Year-To-Date		Annual Budget	
	Jan 2011	Nov 2011	Jan 2011	Nov 2011	Jan 2011	Dec 2011	Jan 2011	Dec 2011
	Actual	Budget	Variance	Variance	Jan 2011	Dec 2011	Jan 2011	Variance
PARKS DEPT								
Expenses								
CAPITAL IMPROVEMENT	28,729.46	26,583.37	2,146.09		29,000.00		(270.54)	
FUEL EXPENSES	637.80	1,375.00	(737.20)		1,500.00		(862.20)	
MATERIALS & SUPPLIES EXPENSE	11,749.90	3,872.99	7,876.91		4,225.00		7,524.90	
MISCELLANEOUS EXPENSE	742.28	1,375.00	(632.72)		1,500.00		(757.72)	
NEW EQUIPMENT PURCHASE	665.03	0.00	665.03		0.00		665.03	
PAYROLL EXP - REGULAR	41,351.84	40,425.00	926.84		44,100.00		(2,748.16)	
PAYROLL EXP - SPORTS COMPLEX	8,104.09	0.00	8,104.09		0.00		8,104.09	
PROFESSIONAL SERVICES	451.00	916.74	(465.74)		1,000.00		(549.00)	
REPAIR & MAINT - EQUIPMENT	656.37	0.00	656.37		0.00		656.37	
REPAIR & MAINT - OFFICE EQUIP	0.00	1,375.00	(1,375.00)		1,500.00		(1,500.00)	
UTILITIES EXPENSES	2,396.46	1,659.24	737.22		1,810.00		586.46	
Expenses	\$95,484.23	\$77,582.34	\$17,901.89		\$84,635.00		10,849.23	
Revenue Less Expenditures	(\$95,484.23)	(\$77,582.34)			(\$84,635.00)			
Net Change in Fund Balance	(\$95,484.23)	(\$77,582.34)			(\$84,635.00)			

STREET FUND
Balance Sheet
11/30/11

	Book Value Nov 2011 Actual	Book Value Nov 2010 Actual
Assets		
Current Assets		
Cash		
STREET FUND CHECKING ACCT	270,875.51	195,055.76
STREET FUND MONEY MARKET	2,504.16	257,292.18
Total Current Assets	\$273,379.67	\$452,347.94
Total Assets	\$273,379.67	\$452,347.94
Fund Balance		
Suplus Carryover		
CY SURPLUS (DEFICIT)	(413,270.87)	(234,302.60)
FUND BALANCE	686,650.54	686,650.54
Total Fund Balance	\$273,379.67	\$452,347.94
Total Liabilities and Equity	\$273,379.67	\$452,347.94

STREET FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2011 Nov 2011 Actual	Year-To-Date Jan 2011 Nov 2011 Budget	Year-To-Date Jan 2011 Nov 2011 Variance	Annual Budget Jan 2011 Dec 2011	Annual Budget Jan 2011 Dec 2011 Variance
Revenue & Expenditures					
Revenue					
INTEREST REVENUES	176.71	733.37	(556.66)	800.00	(623.29)
MISCELLANEOUS REVENUES	4,985.58	91.63	4,893.95	100.00	4,885.58
STREET CITY SALES TAX	94,450.97	82,500.00	11,950.97	90,000.00	4,450.97
STREET COUNTY TURNBACK	39,198.09	27,500.00	11,698.09	30,000.00	9,198.09
STREET STATE TURNBACK	252,324.94	202,858.37	49,466.57	221,300.00	31,024.94
TRANS FROM GENERAL FUND	291,000.00		291,000.00		291,000.00
Revenue	\$682,136.29	\$313,683.37	\$368,452.92	\$342,200.00	339,936.29
Expenses					
FUEL EXPENSES	9,687.31	5,775.00	3,912.31	6,300.00	3,387.31
INSURANCES EXPENSE	630.00	2,108.37	(1,478.37)	2,300.00	(1,670.00)
MATERIALS & SUPPLIES EXPENSE	13,437.07	13,750.00	(312.93)	15,000.00	(1,562.93)
MISCELLANEOUS EXPENSE	5.00	916.74	(911.74)	1,000.00	(995.00)
NEW EQUIPMENT PURCHASE	27,391.33	27,500.00	(108.67)	30,000.00	(2,608.67)
PAYROLL EXP - REGULAR	127,477.63	133,833.33	(6,355.70)	146,000.00	(18,522.37)
PROFESSIONAL SERVICES	27,272.23	9,166.63	18,105.60	10,000.00	17,272.23
REPAIR & MAINT - EQUIPMENT	7,702.49	4,583.37	3,119.12	5,000.00	2,702.49
STREET LIGHTS	43,975.23	32,083.37	11,891.86	35,000.00	8,975.23
STREET/ROAD REPAIRS	524,704.27	75,166.74	449,537.53	82,000.00	442,704.27
TELECOMMUNICATION EXPENSES	2,123.33	1,650.00	473.33	1,800.00	323.33
TRAVEL, TRAINING & MEETINGS	149.68	916.74	(767.06)	1,000.00	(850.32)
UNIFORMS/GEAR EXPENSE	1,786.18	1,650.00	136.18	1,800.00	(13.82)
UTILITIES EXPENSES	4,757.18	4,583.37	173.81	5,000.00	(242.82)
Expenses	\$791,098.93	\$313,683.66	\$477,415.27	\$342,200.00	448,898.93
Revenue Less Expenditures	(\$108,962.64)	(\$0.29)		\$0.00	
Net Change in Fund Balance	(\$108,962.64)	(\$0.29)		\$0.00	
Fund Balances					
Beginning Fund Balance	382,342.31				
Net Change in Fund Balance	(108,962.64)	(0.29)		0.00	
Ending Fund Balance	273,379.67				

Report Options

Fund: STREET FUND
 Period: 01/01/11 to 11/30/11
 Detail Level: Level 1 Accounts
 Display Account Categories: No
 Display Subtotals: No
 Revenue Reporting Method: Actual - Budget
 Expense Reporting Method: Actual - Budget

LIBRARY FUND
Balance Sheet
11/30/11

	Book Value Nov 2011 Actual	Book Value Nov 2010 Actual
Assets		
Current Assets		
Cash		
LIBRARY CHECKING ACCT	26,695.84	30,488.29
LIBRARY MONEY MARKET	30,188.03	30,174.19
Total Current Assets	\$56,883.87	\$60,662.48
Total Assets	\$56,883.87	\$60,662.48
Fund Balance		
Suplus Carryover		
CY SURPLUS (DEFICIT)	12,323.15	16,101.76
FUND BALANCE	44,560.72	44,560.72
Total Fund Balance	\$56,883.87	\$60,662.48
Total Liabilities and Equity	\$56,883.87	\$60,662.48

LIBRARY FUND

Statement of Revenue and Expenditures

	Year-To-Date Jan 2011 Nov 2011 Actual	Year-To-Date Jan 2011 Nov 2011 Budget	Year-To-Date Jan 2011 Nov 2011 Variance	Annual Budget Jan 2011 Dec 2011	Annual Budget Jan 2011 Dec 2011 Variance
Revenue & Expenditures					
Revenue					
FINES & COSTS	3,453.58	2,750.00	(703.58)	3,000.00	(453.58)
INTEREST REVENUES	25.91		(25.91)		(25.91)
MISCELLANEOUS REVENUES	3,240.00		(3,240.00)		(3,240.00)
TRANS FROM GENERAL FUND	18,858.00	17,286.50	(1,571.50)	18,858.00	0.00
WASHINGTON CO LIBRARY REVE	105,011.70	111,514.37	6,502.67	121,652.00	16,640.30
Revenue	\$130,589.19	\$131,550.87	\$961.68	\$143,510.00	12,920.81
Expenses					
BOOKS AND MEDIA	32,703.33	33,000.00	(296.67)	36,000.00	(3,296.67)
INSURANCES EXPENSE	735.00	916.74	(181.74)	1,000.00	(265.00)
LIBRARY RESERVE		9.24	(9.24)	10.00	(10.00)
MATERIALS & SUPPLIES EXPENSE	5,860.20	5,041.74	818.46	5,500.00	360.20
MISCELLANEOUS EXPENSE	3,115.61	458.37	2,657.24	500.00	2,615.61
NEW EQUIPMENT PURCHASE	3,599.67	3,666.74	(67.07)	4,000.00	(400.33)
PAYROLL EXP - REGULAR	69,854.62	74,250.00	(4,395.38)	81,000.00	(11,145.38)
POSTAGE EXPENSE	593.14	550.00	43.14	600.00	(6.86)
PROGRAMS EXPENSE	349.42	458.37	(108.95)	500.00	(150.58)
TECHNICAL SUPPORT	2,972.85	2,658.37	314.48	2,900.00	72.85
TRAVEL, TRAINING & MEETINGS	82.52	916.74	(834.22)	1,000.00	(917.48)
UTILITIES EXPENSES	5,861.11	9,625.00	(3,763.89)	10,500.00	(4,638.89)
Expenses	\$125,727.47	\$131,551.31	(\$5,823.84)	\$143,510.00	(17,782.53)
Revenue Less Expenditures	\$4,861.72	(\$0.44)		\$0.00	
Net Change in Fund Balance	\$4,861.72	(\$0.44)		\$0.00	
Fund Balances					
Beginning Fund Balance	52,022.15				
Net Change in Fund Balance	4,861.72	(0.44)		0.00	
Ending Fund Balance	56,883.87				

Report Options

Fund: LIBRARY FUND
 Period: 01/01/11 to 11/30/11
 Detail Level: Level 1 Accounts
 Display Account Categories: No
 Display Subtotals: No
 Revenue Reporting Method: Budget - Actual
 Expense Reporting Method: Actual - Budget



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

MEMO

To: Farmington City Council
Ernie Penn, Mayor
Kelly Thomas, City Clerk
From: Melissa McCarville
Re: Permission to request proposals for audit services
Date: December 5, 2011

Recommendation

City staff recommends advertising for audit services.

Background

5 years ago we hired professional audit services for the City of Farmington.

Discussion

After a review of various companies we hired Przybysz & Associates, CPAs, P.C. to perform our audits. We have been very satisfied with their work, however our contract is up. They will perform the 2011 audit but we will need to enter into a new agreement for the 2012 audit. We are asking to again request proposals, we will put an ad in the paper asking for interested parties to submit their qualifications.

Budget Impact

This is a budgeted item.



**Bates &
Associates, Inc.**

Civil Engineering & Surveying

91 W. Colt Square Dr. Suite 3 / Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350

November 9, 2011

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

RE: Sports Complex Phase II Additional Work

Dear Council Members,

We are requesting a change order in the amount of \$11,661.68 to the Phase II contract. One of the turnaround was not included in the quantities. The price was approximately \$6,000. Also, additional concrete work and dirt work was added to the contract. Specifically, \$4,000 for top soil to backfill the curb and sidewalks.

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

Sincerely

Bates & Associates, Inc.

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



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

Memo

To: Farmington City Council
Ernie Penn, Mayor
Kelly Thomas, City Clerk

From: Jenna Innis and Sherry Mathews

Re: Request Approval of Rental Rates for Sports Complex, Registration Fees for the Summer Ball Program and the Draft for the Summer Ball Program.

Date: November 30th 2011

Recommendation

Request Approval For:

- Rental Rates for Sports Complex for Outside Tournaments (attached)
- Registration Fees for Summer Ball Program (attached)
- Drafting players for Summer Ball Program.

Background

As you know ball season will be starting within the next 3 months. We already have several outside tournaments on the calendar for this coming spring/summer and the ball board has researched what other cities charge to use their facilities.

The Summer Ball Program will begin registration for the upcoming season in January. We feel it would be best to keep the registration rates the same as they were last year.

With the summer ball program quickly approaching the ball board has discussed heavily about drafting of players to teams.

Discussion

The ball board has discussed several different options with regard to rental rates for our facility. After much input, deliberation, and research we feel the best rates for the sports complex are as follows:

- \$70 per field for field rental
- \$85 per field for field rental with lights
- Mandatory Fees: Trash \$15 per day and Restroom Cleaning \$20 per day

The ball board has discussed registration fees for the upcoming summer ball season and we believe that we should keep the same rates the program used last year. They are as follows:

- 5&6 year old boys and girls \$45.00
- 7&8 year old boys and girls \$55.00
- 9&10 year old boys and girls \$55.00

- 11&12 year old boys and girls \$55.00
- 13,14,&15 year old boys \$65.00 (ump costs are higher for boys)
- 13&14 year old girls &55.00
- 15&16year old girls &55.00

After much discussion the ball board has decided to conduct a draft for the summer ball program. This will work as follows:

- Players will be drafted when they move up a division. Example: After players from T-ball moving up to coach/machine pitch will be drafted. Also, players moving from coach/machine pitch to kid pitch will be drafted, as well as players moving from kid pitch (10&under) to 11&12 year old kid pitch. Players will not be drafted after 12 years old because of the small amount of players participating.

Budget Impact

The rental rates will help with operating costs at the sports complex, and the registration fees will contribute to the summer ball program to help pay for team insurance, umpires, and equipment for the teams/kids.



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Farmington Sports Complex Rental Information

The City of Farmington has established fees to defray the costs of maintenance, trash clean up and removal, equipment use, water and electricity. The Facility Manager/Program Coordinator, with approval of the Public Work Director, is responsible for executing these guidelines for usage of the Farmington Sports Complex.

No user or admission fee may be charged without prior approval from the Facility Manager/Program Coordinator.

The City of Farmington (CITY) shall approve and may oversee all tournaments conducted on park grounds.

- A. All tournaments are administered through the CITY
 - 1. The CITY may approve the final tournament schedule.
 - 2. The CITY will make sure all financial matters are completed, the collection of facility usage fee, and field maintenance fee (if applicable).
 - 3. The CITY may appoint or approve a person to provide direct supervision over the tournament.
- B. All tournament hosts must be a member organization with the city leagues. All outside groups using the sports complex will be on a lease basis.
- C. The hosting group is responsible for all facets of running a tournament including, but not limited to:
 - 1. Scheduling teams, umpires, and scorekeepers, awards and all financial responsibilities.
 - 2. Clean-up of usage area: Trash clean-up is defined as ground trash and emptying barrels around playing fields, dugouts, restrooms, parking lots, and general areas adjacent to usage areas. A Field maintenance (under direct supervision of the CITY): No group will be allowed to do their own field maintenance.
- D. The CITY shall control the use of all concessions.
- E. Tournament hosts may only charge admission with prior approval of the CITY.
- F. A tournament director and/or appointed representative must be on-site at all times while games are being played, including at least one-hour prior to start time for day.

G. In case of inclement weather the CITY reserves the right to cancel all or a portion of any tournament.

H. No amplified sound systems will be allowed without prior approval.

TOURNAMENT DAILY FEE PER FIELD (8:00 am until dusk- no lights) - \$70.00 per field

TOURNAMENT DAILY FEE PER FIELD (8:00 am until 10:00pm-use of lights)- \$85.00 per field

Park curfew is 10:00p.m unless approved by the City.

I have read and understand the stipulations as presented above and agree to abide by the written guidelines.

Field Numbers Requested _____

Person Responsible for Outside User Group: _____

(Signature)

(Phone Number)

Facility Manager/Program Coordinator or City Representative: _____

(Signature)

(Date)

Call 267-3865 between 8am -5pm Monday-Friday if questions arise.

For emergencies only, call 387-2637

City of Farmington

Field Rental Agreement Fee Calculations

Organization/Contact Name: _____

Tournament Date: _____

Softball: Field Use (includes 1 prep): \$70.00 per field. \$70.00 X # of Fields _____ \$ _____

Baseball: Field Use (includes 1 prep): \$70.00 per field. \$70.00 X # of Fields _____ \$ _____

Light Use: \$15.00 per field: \$70.00 + \$15.00 X # of Fields _____ \$ _____

Mandatory Fees:

Trash Fee: \$15.00 per day. \$15.00 X # of Days _____ \$ _____

Restroom Cleaning: \$20.00 per day (mid day): \$20.00 X # of Days _____ \$ _____

Total Fees Due: \$ _____

Office Use Only		
Paid: _____	Check # _____	Cash _____
Date: _____	Received By: _____	

Farmington Summer Ball Sign-Ups

Sign-ups for T-Ball, Softball and Baseball will begin Monday January 9th through Friday February 10th.

Come by City Hall or go to our website cityoffarmingtonar.com to print out an application and return to: Farmington City Hall

**Online Forms Available (Drop off at City Hall)-Jan 9th-Feb 17th
(Ledbetter Cafeteria) Jan 14th 9am-12pm
(Ledbetter Cafeteria) February 4th 9am-12pm**

Fees:

	Boy's age on APRIL 30, 2012	*Girl's age on JANUARY 1, 2012*
5&6 yr old Tee Ball	\$45.00	5&6 yr old Tee Ball \$45.00
7&8 yr old Machine Pitch	\$55.00	7&8 yr old Coach Pitch \$55.00
9 & 10 yr old	\$55.00	9 & 10 yr old \$55.00
11 & 12 yr old	\$55.00	11 & 12 yr old \$55.00
13, 14 & 15 yr old	\$65.00	13 & 14 yr old \$55.00
		15 & 16 yr old \$55.00

(THERE IS A \$100.00 CAP PER FAMILY AND/OR A \$5.00 DISCOUNT PER EACH ADDITIONAL SIBLING)

Please note: ALL players MUST bring a COPY of birth certificate.

NO APPLICATIONS WILL BE ACCEPTED AFTER FEBRUARY 24th (\$25 late fee after February 10th)

If your child is in need of financial assistance for the program please contact Jenna Innis @ jennainnis@cityoffarmington-ar.gov or (479) 267-3865.

For all those interested in being involved in the program and coaching, you are encouraged to sign up by February 10th!



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

Memo

To: Farmington City Council
Ernie Penn, Mayor
Kelly Thomas, City Clerk
From: Jenna Innis
Re: Request Approval to Advertise for Bid Proposal for Concession Services.
Date: December 6th 2011

Recommendation

Request Approval to:

- Advertise for Bid Proposals for Concession Services

Background

With the construction of the sports complex in its final stages, we have decided that the best way to run our concession stand would be to open the service for bids.

Discussion

After looking into the cost of running a concession stand we have decided that it would be best to open the service for bids. Fayetteville does has the same system with all of their parks and have been very successful.

Budget Impact

With an outside company running the concession stand we will not be spending money on food and drink products and we will also be getting a percentage of their gross income.



City of Farmington
354 West Main Street
P.O. Box 150
Farmington, Arkansas 72730
479-267-3865
479-267-3805 fax

MEMO

To: Farmington City Council
Ernie Penn, Mayor
Kelly Thomas, City Clerk

From: BRIAN HUBBARD, CHIEF
Re: PURCHASE OF UNIT
Date: 12/07/11

Recommendation

Requesting the purchase of a new police unit a 2012 Dodge Charger per Resolution # 2011-03 request for approval of funds from the Recovery Act- JAG.
Additional request to outfit the unit with appropriate safety equipment.

Background

A Grant was applied for from the Recovery Act for a police unit in the amount of \$45, 000. Grant was received in the amount of 22,500. Grant period is from 12/1/11 – 6/1/12. Unit must be bought and expended out before end of grant cycle.

Discussion

FPD is asking you approve the expenditure of the unit and equipment.

Budget Impact

\$30,500



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

MEMO

To: Farmington City Council
Ernie Penn, Mayor
Kelly Thomas, City Clerk
From: Melissa McCarville
Re: Request approval on storm water and Flood Plain Administrator contracts.
Date: December 7, 2011

Recommendation

City staff recommends approval of these contracts.

Background

This year was our first year to have EDA perform the storm water administration for the city. This relationship has worked well. Before Rick Cowdrey's passing he was our flood plain administrator. The engineers at EDA have the necessary education and certification to perform this task for us. They have experience doing this in other cities.

Discussion

The relationship with EDA has worked well; we would like the approval of these contracts so that we can continue. The storm water contract is the same wording as last year but the amount has decreased from \$20,000 to \$16,000. The contract is a not to exceed amount. In the current year we have spent less than \$8,000.

Based on EDA's experience with flood plain management in other cities they felt that for the balance of the previous year's contract (\$4,000 or less) they could manage that for us as well. This contract is an hourly contract.

Budget Impact

This is a budgeted item.

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

THIS IS AN AGREEMENT effective as of January 1, 2012 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **ENGINEERING DESIGN ASSOCIATES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **MS4 Stormwater Compliance** (EDA Project # 1625). 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.

II. SCOPE OF SERVICES:

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

SECTION 1: ANNUAL REPORTING AND SWMP:

EDA will revise the City's current Stormwater Management Plan (SWMP) as required per the latest ADEQ

comments and resubmit by the established deadline.

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 (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)

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 format drawings will be invoiced at a cost of \$5.00 per original B & W plot, \$10.00 for original color plots and \$2.00 per B & W copy.
- B. Small format copies (8 1/2 x 11) will be invoiced at a cost of \$0.05 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 12-1-2011. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

ENGINEERING DESIGN ASSOCIATES, 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 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 (Lump Sum Basis)

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

A Lump Sum amount (Not to Exceed).....\$ 16,000.00

The term of this agreement is from Jan 1, 2012 through Dec. 31, 2012; total billable hours and expenses for the 2012 calendar year shall not exceed \$16,000.00 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 FOR ENGINEERING DESIGN ASSOCIATES AS OF JANUARY 1, 2010:

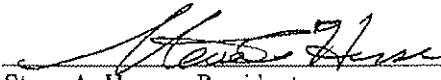
Principal - Civil Engineer	\$110
Principal - Landscape Architect	\$100
Engineer - V	\$100
Engineer - IV	\$90
Engineer - IIIB	\$80
Engineer - IIIA	\$75
Engineer - II	\$65
Engineer - I	\$55
Civil Designer - V	\$80
Civil Designer - IV	\$70
Civil Designer - III	\$60
Landscape Architect - V	\$80
Landscape Architect - IV	\$70
Landscape Architect - III	\$60
Construction Observer	\$60
Clerical	\$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



Steve A. Hesse – President

Title: Mayor

AR License No. 8527

Date Signed _____

Date Signed 12-1-11



ENGINEERING DESIGN ASSOCIATES, P.A.
Engineers - Landscape Architects - Engineering Surveying
134 West Emma Avenue
Springdale, AR 72764
PH. (479) 756-1266 FAX (479) 756-2129

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 1, 2012 (Effective Date), between **CITY OF FARMINGTON** (Owner) and **ENGINEERING DESIGN ASSOCIATES, PA** (Engineer). Engineer agrees to provide the services described below to Owner for **Floodplain Administration** (EDA Project # 1626). 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 format drawings will be invoiced at a cost of \$5.00 per original B & W plot, \$10.00 for original color plots and \$2.00 per B & W copy.
- B. Small format copies (8 1/2 x 11) will be invoiced at a cost of \$0.05 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 12-1-2011. Only after a signed copy of this proposal is received by EDA, will the project be scheduled and work started.

VIII. SCHEDULE OF CONDITIONS

ENGINEERING DESIGN ASSOCIATES, 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, 2012 through Dec. 31, 2012; total billable hours and expenses for the 2012 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:

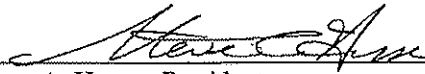
Principal - Civil Engineer	\$110
Principal - Landscape Architect	\$100
Engineer - V	\$100
Engineer - IV	\$90
Engineer - IIIB	\$80
Engineer - IIIA	\$75
Engineer - II	\$65
Engineer - I	\$55
Civil Designer - V	\$80
Civil Designer - IV	\$70
Civil Designer - III	\$60
Landscape Architect - V	\$80
Landscape Architect - IV	\$70
Landscape Architect - III	\$60
Construction Observer	\$60
Clerical	\$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



Steve A. Hesse - President

Title: Mayor

AR License No. 8527

Date Signed _____

Date Signed 12-1-11



ENGINEERING DESIGN ASSOCIATES, P.A.
Engineers - Landscape Architects - Engineering Surveying
134 West Emma Avenue
Springdale, AR 72764
PH. (479) 756-1266 FAX (479) 756-2129



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

City Business Manager Report December 2011 City Council Meeting

- I am still waiting on one more reimbursement from FEMA. Once I find out the status of that request I will pursue the state share.
- City Hall will be closed Friday, December 23 and Monday December 26, 2011 for Christmas. We will also be closed Monday January 2, 2012 for our New Year's holiday.
- Keep an eye out for changes at the sport's park. If you have questions about how things are going please ask Jenna or Dan.
- Please thank the public work's staff for putting up our lights at City Hall and the Senior Center.
- We will be opening bids on December 22, 2011 for the construction of the dugouts at the sport's park.
- The Planning Commission has completed a draft of a Master Trail Plan for the City of Farmington. They will hold a public hearing at their January meeting.
- After 30 years of service Mary Ann Westphal will be retiring as judge for the City of Farmington. We will be honoring her at the council meeting. We would like you all to join us for a dessert reception prior to the city council meeting, beginning at 5:30, December 12, 2011.

"There are three stages of a man's life: He believes in Santa Claus, he doesn't believe in Santa Claus, he is Santa Claus."
~Unknown



November 2011 Mayor and city Council report

The month of November was about an average month for our fire department in the amount of calls that we had, in that we responded to 58 calls for service that was documented.

I hope that everyone changed their batteries in their smoke detectors this month and if you didn't please make an effort to change them as soon as possible. There is many people that die in fires that could have gotten out in time if they have had a working smoke detector. I go into a lot of homes on medical calls and I see smoke detectors with the lid hanging down where the owners have taken the batteries out and left it open. Please do not do this, I know that the batteries started going out and it started chirping, so they took the batteries out and never put new ones back in.

The fire department has been doing a lot of presentations and I have been doing inspections and we are trying to get everything done that needs to be done before the end of the year, so this has been what we are concentrating for now.

We have been getting some rain which is helping out on fires, but the house fire season is just now starting as it is getting colder.

Mark Cunningham

Fire Chief

Journal from 11/1/2011 at 07:00 to 11/30/2011 at 20:00.

00:00 ***** Tuesday, November 01, 2011 *****
 19:00 Weekly Meeting / Training:
 19:00 2 hours Air Pack training, (01 Administrator)
 00:00 ***** Tuesday, November 08, 2011 *****
 19:00 Weekly Meeting / Training:
 19:00 Checked All Apparatus and replaced all Misplaced Equipment on Apparatus, (01
 19:00 Administrator)
 00:00 ***** Tuesday, November 15, 2011 *****
 19:00 Weekly Meeting / Training:
 19:00 Continued Annual Hose Testing. Tested 3 inch and 1 3/4 inch hose on Engine 2.
 19:00 (01 Administrator)
 00:00 ***** Thursday, November 24, 2011 *****
 19:00 Weekly Meeting / Training:
 19:00 Hung christmas Lights on Station and Decorated inside of Station. (01
 19:00 Administrator)
 00:00 ***** Tuesday, November 29, 2011 *****
 19:00 Weekly Meeting / Training:
 19:00 1 hour Training on Ropes, Knots and hoisting. (01 Administrator)

Situation Type Summary

November FFD CALL Volume

Prepared 12/3/2011

Page 1

Situation Type	Dollar Loss	# of Incid's	F.S. Injury	Civ. Injury	F.S. Death	Civ. Death
100 Fire, other		1	0	0	0	0
111 Building fire		1	0	0	0	0
143 Grass fire		2	0	0	0	0
311 Medical assist, assist EMS crew		46	0	0	0	0
322 Vehicle accident with injuries		1	0	0	0	0
324 Motor vehicle accident with no injuries		1	0	0	0	0
360 Water & ice related rescue, other		1	0	0	0	0
611 Dispatched & canceled en route		3	0	0	0	0
715 Local alarm system, malicious false alar		2	0	0	0	0
Total for all incidents		58	0	0	0	0

Farmington Police Dept.

Tickets Issued by Officer and Month for 2011

12/1/2011 9:54:40 AM

Officer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Belew, Justin	141	96	120	58	116	97	146	160	115	65	94	0	1208
Bertorello, James	72	54	61	48	59	64	50	82	61	68	56	0	675
Bowen, Jerry	0	0	0	109	196	138	127	99	153	215	128	0	1165
Hubbard, Brian	6	0	0	0	1	1	0	0	0	0	0	0	8
Kimball, Geoffrey	38	27	31	54	32	58	36	20	26	58	25	0	405
Luond, Clint	23	11	38	39	32	26	12	55	53	63	47	0	399
Parrish, Chad	3	2	0	0	3	0	3	1	0	0	4	0	16
Pleimann, Christopher	0	0	1	0	0	1	0	0	0	0	0	0	2
Thompson, Michael	4	0	0	10	0	2	1	2	8	3	1	0	31
Wilbanks, Johnie	11	7	29	18	0	3	5	3	9	2	3	0	90
Totals:	298	197	280	336	439	390	380	422	425	474	358	0	3999

Farmington Police Dept.

Offenses for Month 11/2010 and 11/2011

12/1/2011 9:58:03 AM

	<u>2010</u>	<u>2011</u>
AGGRAVATED ASSAULT ON A FAMILY OR HOUSEHOLD MEMBER		
5-26-306	0	1
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 2ND DEGREE / RISK OF PHYSICAL INJUR		
5-26-308	1	0
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE		
5-26-309	1	0
BATTERY - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-13-203A(1)	0	2
BATTERY - 3RD DEGREE / RECKLESSLY CAUSES INJURY		
5-13-203A(2)	0	1
Breaking or Entering/Vehicle		
5-39-202	1	4
BURGLARY, RESIDENTIAL		
5-39-201A(1)	3	2
CARELESS DRIVING		
SECTION 114-18 S.C	1	0
CARELESS DRIVING		
27-51-104	0	1
CRIMINAL EPISODE		
5-36-103(b)(3)(A)	0	1
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OF \$500 OR MORE		
5-38-203C	1	0
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER W/VALUE OVER \$1000 BUT \$5,000 OR LESS		
5-38-203B(2)	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS		
5-38-204A(2)	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS		
5-38-204A(1)	1	2
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES		
5-39-203A	1	0
DISORDERLY CONDUCT		
5-71-207	2	0
DISORDERLY CONDUCT / UNREASONABLE OR EXCESSIVE BEHAVIOR		
5-71-207A(2)	0	1
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		
5-26-305A(2)	1	3
Drivers License Required		
27-16-602	0	1
DWI (UNLAWFUL ACT)		

	<u>2010</u>	<u>2011</u>
5-65-103A DWI (UNLAWFUL ACT)	0	2
5-65-103A DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION	3	2
5-65-105 Excess Speed	1	0
27-51-201 Expired Tags	0	2
27-14-304 FAILURE TO APPEAR	0	1
5-54-120 FAILURE TO PAY FINES & COSTS	3	3
5-4-203 Failure to Register/No Vehicle License	13	4
27-14-903 Fictitious Tags	0	2
27-14-306 HARASSING COMMUNICATIONS / TELEPHONE REPEATEDLY, OR CAUSE TO RING REPEATED	0	1
5-71-209A(2) HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM	2	0
5-71-209A(1) HARASSMENT / IN PUBLIC INSULTS, TAUNTS, OR CHALLENGES ANOTHER TO PROVOKE A	1	1
5-71-208A(4) HARASSMENT / STRIKE, SHOVES, KICKS, OFFENSIVE PHYSICAL CONTACT, OR THREATE	1	0
5-71-208A(1) Interference with Emergency Communication/1st dgree/disables communication	1	0
5-60-124 Leaving Scene of Accident/Property Damage	0	1
27-53-102 Left of Center	2	0
27-51-301 No Proof Insurance	1	2
27-22-104 No Proof of Ownership	0	2
27-14-701C OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER	0	1
5-54-102A(1) POSSESSING INSTRUMENTS OF CRIME	1	0
5-73-102 POSSESSION OF A CONTROLLED SUBSTANCE - FELONY	0	3
5-64-419 POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA	0	1
5-64-401 POSSESSION OF DRUG PARAPHERNALIA - FELONY	0	2
5-64-443	0	1

	<u>2010</u>	<u>2011</u>
PUBLIC INTOXICATION - DRINKING IN PUBLIC		
5-71-212	3	1
RECKLESS DRIVING		
27-50-308	0	1
REFUSAL TO SUBMIT		
5-65-205	1	0
RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL		
5-54-103B(1)	2	0
Robbery - Aggravated		
5-12-103	0	1
RUNAWAY		
90I	1	0
SEXUAL ASSAULT 4TH DEGREE / SODOMY		
5-14-127A A.C.C.	0	1
TERRORISTIC THREATENING/2nd Degree		
5-13-301(2)A	2	0
THEFT \$1,000 OR LESS - FROM BUILDING		
5-36-103(b)(4)(A)	0	3
THEFT \$1,000 OR LESS - FROM VEHICLE		
5-36-103(b)(4)(A)	0	4
THEFT \$5,000 OR LESS BUT GREATER THAN \$1000		
5-36-106(e)(3)	0	1
THEFT BY RECEIVING \$1,000 OR LESS		
5-36-106(e)(4))	0	1
THEFT GREATER THAN \$ 500 AND LESS THAN \$2,500 ALL OTHERS		
5-36-103B(2)	1	0
THEFT LESS THAN \$ 500 FROM VEHICLE		
5-36-103B(5)	1	0
THEFT OF PROPERTY / ALL OTHER		
5-36-103A(1)	2	1
UNATTENDED DEATH/NATURAL CAUSES		
DEATH		
2009-01	1	0
VIOLATION OF OPEN CONTAINER		
2009-01	0	1
Totals:	56	67

Farmington Public Library
November 2011 Statistics

Number of library card issued:
23

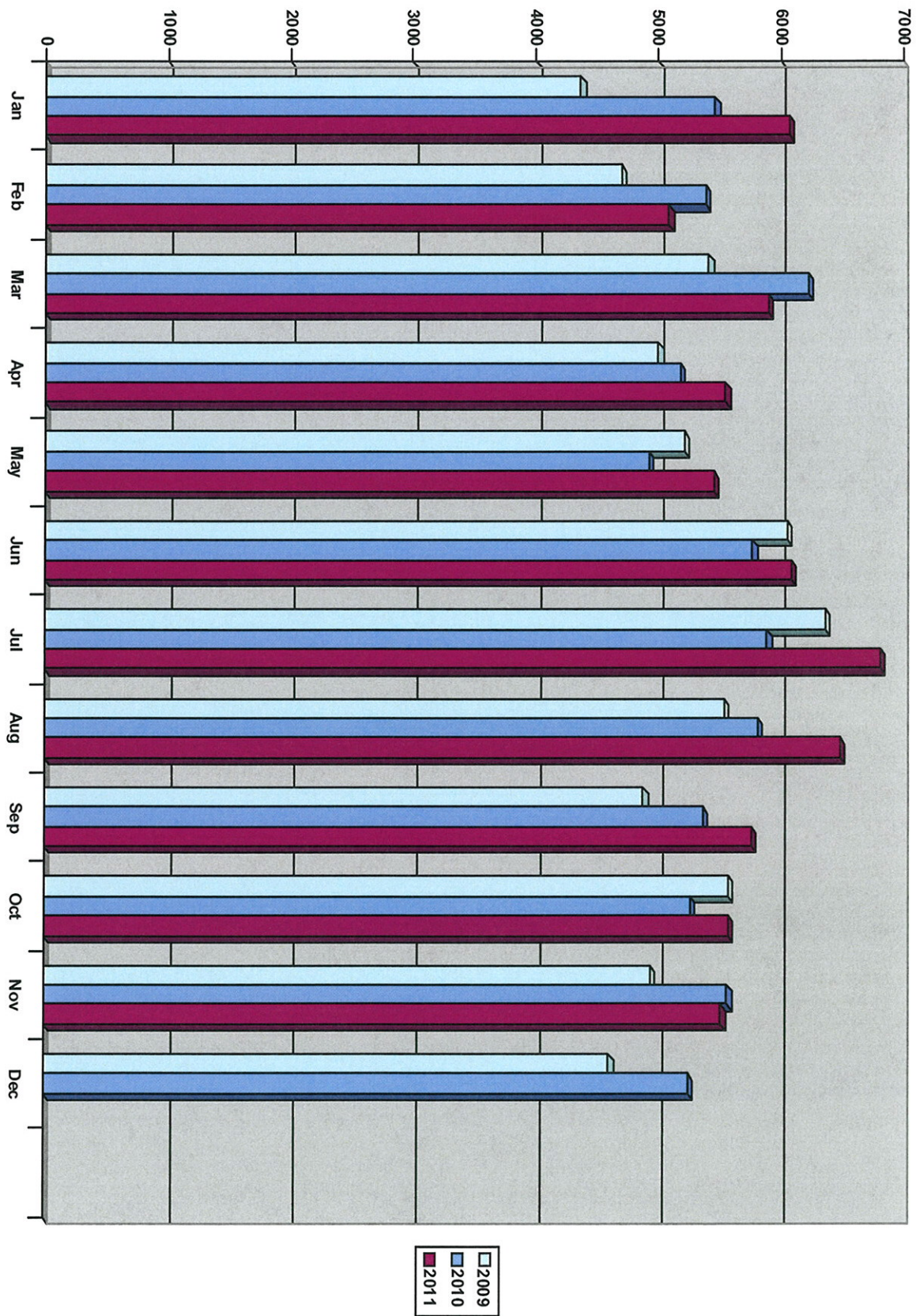
Daily patron visits:
3773 door counter
preschool storytime 173
teen book club 4
adult book club 5

Number of patrons using the computers:
app. 462

Number of hours on computers (approximately):
app. 711

Total number of items checked out from Farmington Public Library:
5512

Farmington Circulation 2008 - 2010



PLANNING COMMISSION MEETING
October 24, 2011

***AMENDED**

1. ROLL CALL

PRESENT:

ABSENT:

Josh Clary
Matt Hutcherson
Sean Schader
Toni Bahn
Robert Mann
Gerry Harris
Judy Horne
Bobby Wilson

None

2. APPROVAL OF MINUTES:

Chairman Mann called for Approval of the Minutes for September 19, 2011: Minutes were approved with 6 yes votes and 1 abstaining-Matt Hutcherson.

3. COMMENTS FROM CITIZENS: NONE

4. PUBLIC HEARINGS

A. Rezoning Request – R-1 to C-2 @ 214 Rheas Mill, presented by Catherine Chick. The front part of the property is already zoned commercial and they requested the back part also be zoned commercial. The Commission voted unanimously to grant the change.

5. NEW BUSINESS

A. Large Scale Development: Dollar General Store represented by Bartlett Architecture, Inc. Christopher B.Brackett of McGoodwin Williams & Yates Engineering presented a memo dated 10/24/2011 to all concerned parties. It stated The LSD for Dollar General has been reviewed and it is the opinion, of the firm, that the Planning Commission's approval should be conditional on the 4 listed comments. (See Attached Memo) Number 3 on memo addressed access easement from adjoining property owner to allow Dollar General drive to connect to the existing asphalt parking lot to the east. This would fulfill the request by Fire Chief, Mark Cunningham, to have two entrances into Dollar General. *It was also noted that 6 trees indicated on LSD will be planted.

Marcia Woodruff, Owner of the property to the east was in attendance. She stated she was willing to talk about an easement across her property.

*A 15 minute recess was allowed for all parties to discuss this matter.

The Commission approved the Large Scale Development, pending compliance with items 1-4 on Christopher Brackett's memo dated 10/24/2011, including Woodruff access easement. The Vote was 7 to 0 for approval. If not worked out it must come back to Farmington Planning Commission.

Next work session is scheduled for November 21, 2011 @ 6:00 p.m.

Next regular meeting is scheduled for November 28th, 2011 @ 6:00 p.m.

Motion by Commissioner Bobby Wilson 2nd by Commissioner Gerry Harris to adjourn.

Secretary, Planning Commission

Chairman, Planning Commission