



City of Farmington
354 W. Main Street
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CITY COUNCIL AGENDA
June 10, 2019

A regular meeting of the Farmington City Council will be held on
Monday, June 10, 2019 at 6:00 p.m.
City Hall
354 W. Main Street, Farmington, Arkansas.

1. Call to Order – Mayor Ernie Penn
2. Roll Call – City Clerk Kelly Penn
3. Pledge of Allegiance
4. Comments from Citizens – the Council will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.
5. Approval of the minutes – May 13, 2019 City Council Minutes
6. Financial Reports
7. Entertain a motion to read all ordinances and resolutions by title only.
8. Proclamations, special announcements, committee/commission appointments.
9. Committee Reports
 - a. Street Committee
 - b. Community Development Committee
 - c. Park & Recreation Committee
10. Items to be removed from City of Farmington Inventory – **SEE MEMOS**

UNFINISHED BUSINESS

11. Ordinance No. 2019-04 – An ordinance to adopt animal control regulations for the City of Farmington, Arkansas. – 2nd **READING**

NEW BUSINESS

12. Request approval of contract with Key Architect for architectural services for Farmington Public Library addition and renovations.

13. Request approval of the School Resource Officer contract with Farmington School District.

14. Request approval of the Interlocal Agreement with Washington County.

INFORMATIONAL ITEMS:

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

Minutes

Minutes of the Regular Farmington City Council Meeting May 13th, 2019

The regular meeting of the Farmington City Council scheduled for Monday, May 13th, 2019 was called to order at 6:00 pm by Mayor Ernie Penn. City Clerk Kelly Penn called the roll and the following Council Members answered to their names: Sherry Mathews, Abigail Spinks, Keith Lipford, Linda Bell, Brenda Cunningham, Bobby Morgan, Diane Bryant and Shelly Parsley. Also present were City Business Manager Melissa McCarville and City Attorney Steve Tennant. Mayor Penn led the Pledge of Allegiance.

Comments from Citizens –

Henry Pierce, 270 Pine Meadow – I want the city to establish a noise/sound ordinance. One is needed to deal with the noise from the church, it's a nuisance.

Brian Johnson, 241 Pine Meadow – I am annoyed by the noise made by Brand New Church. The helicopter and the loud music are a nuisance.

Kathy Simmons, 266 Pine Meadow – Brand New Church jars her awake at 7:30 am with loud music, also behind the location there is a large pond of water in the old IGA loading dock area that is a hazard to animals. Helicopter noise is disturbing. They are practicing music too loudly. The bible says love thy neighbor, not love thy neighbor's noise.

Melissa Branch, 278 Pine Meadow – The noise from Brand New Church is too loud, thank you Mayor Penn for your letter outlining the plan for dealing with the issue. I have called the Police Department to complain 12 times since the April City Council Meeting as well as emailing Council Members Bell and Lipford. I call the police but they get no fines. I want a noise ordinance and offenders to be penalized.

Andrea Jenkins, Washington County Quorum court JP for District 10 – She read the article in the paper last week that Farmington is not going to participate in the Trap, Spay, Vaccinate & Neuter program due to the expense of the program. There are grants available to assist with the cost. She would like to see Farmington participate.

Approval of the minutes for the April 8th, 2019, Regular City Council Meeting. On the motion of Council Member Bryant and a second by Council Member Parsley and by the consent of all Council Members present after a roll call vote, the minutes were approved as presented 8-0.

Financial Reports – Mayor Penn presented the financial reports.

Entertain a motion to read all Ordinances and Resolutions by title only. On the motion of Council Member Cunningham and a second by Council Member Parsley and by the consent of all Council Members present after a roll call vote, the motion to read all Ordinances and Resolutions by title only was approved 8-0.

Proclamations, Special Announcements, Committee/Commission Appointments. Committee Reports - None

Committee Reports – All committee reports were included in the council packets.

Items to be removed from City of Farmington Inventory - None

Old Business – NONE

Public Hearing – Animal Control Regulations, Ordinance 2019-04 An Ordinance to Adopt Animal Control Regulations for the City of Farmington, Arkansas

Mayor Penn opened the Public Hearing at 6:11 pm for public comment.

Andrea Jenkins – Had questions regarding page six, the number of animals is limited. Will there be special provisions for animal foster programs? She is happy we have a 24 hour hold provision but would like to see a 3-5-day hold, its financially feasible for the city. The city can pass the fee to the owner to offset some of the fees, current fees are to high. The transition for animal control would very easy. On page 2, the habitual animal offender, 5 violations in a 12-month time span is too many for animal cruelty, it should be set much lower, possibly 3 to be assigned the habitual offender label. Can Animal Control officers write tickets?

City Attorney Tennant said he will look into the fostering provision and make some changes. The Police Department issues all citations for people, the animal control officers cannot because they are not officers of the law. We have 3 people who do animal control, they call the police a to assist when a violation has occurred.

Helen and Hal Dry, 484 Aster Avenue. Microchipping is the way to go with animals, not tags, just scan it and find the owners, but owners have to keep things current. If you currently have more than 5 animals, will you be grandfathered in?

Mayor Penn advised you would be grandfathered in, you wouldn't have to get rid of any existing animals. City Attorney Tennant said that however, if you are grandfathered and one of them dies, you can not replace the animal to have in excess of the number of allowed animals. Mayor Penn advised that this was not an area the city would ever try to make a profit in, it's a dead expense. The fees passed to the citizens are to recoup what we have to pay Washington County.

Scott Harper, 11152 North Hwy 170 – He agrees with most of the ordinance. Will citizens be grandfathered with their current number of pets? They have had 56 pets on their Facebook page to help pet owners locate their animals, Brenda has put a few from the city but not the same number. He would like the city to put all its animals on his Facebook page and take pictures of them to help pet owners find them. The city needs training to identify feral cats. The city should monitor and put animal information online, on their Facebook page, a new website something to get info out to the people. We need a 3-day hold, that's his main concern, if a citizen goes to the lake for 3 days over a weekend and their dog gets out and he has no tag info, we should hold it over the weekend. He would be happy to see some of his tax dollars to go towards this happening. The Public Hearing was closed at 6:44 pm.

After much discussion by the council, Mayor Penn advised the council that they could set a work session date to go over changes to the ordinance if they wished or they could give the city attorney the changes or amendments before the next meeting so he could research and or make said changes and present the revisions to the council at the next meeting. After much discussion by the Council Members, a motion was made by Council Member Morgan and seconded by Council Member Bryant to place Ordinance 2019-04 on its first reading by title only, after a roll call vote it was approved by a vote of 8-0.

New Business

Set the 4th of July Fireworks Display Date. After some discussion Council Member Bell made a motion to set July 4th as the date for the city of Farmington fireworks display, it was seconded by Council Member Morgan. After a roll call vote the motion was approved 7-1 with Council Member Cunningham voting no.

Request approval to amend Garland McKee drainage improvements contract with Olsson Associates, Inc. Engineer Chris Brackett informed the council that due to the fact that the Barnes Family has refused to accept any offers made by the city for an easement, a new design plan has been presented and we need an additional \$37,250.00 to finish the project. Mayor Penn & City Attorney Tennant both expressed their frustration that a year has been wasted dealing with the Barnes family, who were offered 4 times the property value for an easement. On the motion of Council Member Bryant and a second by Council Member Bell and by the consent of all Council Members present after a roll call vote, the motion to amend the Garland McKee drainage improvements contract with Olsson and Associates in the amount of \$37,250.00 was approved 8-0.

Request Approval to accept bid on Sports Complex Parking and Sidewalk and Rheas Mill Road Sidewalk.

On the motion of Council Member Bell and a second by Council Member Cunningham and by the consent of all Council Members present after a roll call vote, the motion to approve the bid from Southern Building Services, Inc. in the amount of \$138,654.76 was approved 8-0.

Ordinance 2019-03 An Ordinance setting forth certain regulations for the sale of alcohol beer and wine for on-premise consumption in the city limits of Farmington, Arkansas. City Attorney Tennant gave a brief overview of the issue to the citizens and Council Members. When the city voted and approved to become wet in the 2016 election the ABC did not inform the city that they needed to pass the above mentioned ordinance to keep business owners from having to purchase a private club license in order to serve certain alcohol drinks. Many cities across the state are having to go back and do this. He expressed frustration for the regulations of the ABC being so convoluted. This is simply a housekeeping item so as not to provide a financial disadvantage to new business owners who wish to apply for a license, rather than incurring the expense of a private club license. Council Member Lipford said that he understood that this was to make sure no business had an unfair advantage over another business but not everyone in the city is in support of the sale of liquor. Even though it was approved by a vote of the citizens, there are still citizens not for it. On the motion of Council Member Bryant and a second by Council Member Morgan and by the consent of 6 Council Members after a roll call vote, the motion to suspend the rule requiring the reading of an ordinance in full on 3 different dates be suspended and that Ordinance 2019-03 is to be read one time by title only was approved 6-2, with Council Members Lipford and Cunningham voting no. City Attorney Tennant read Ordinance 2019-03. Mayor Penn asked Shall the Ordinance pass? After a roll call vote Ordinance 2019-03 passed 6-2 with Council Members Lipford and Cunningham voting no. A motion to approve the Emergency Clause for Ordinance 2019-03 was made by Council Member Spinks and seconded by Council Member Parsley, after a roll call vote, it was approved by 6-2 with Council Members Lipford and Cunningham voting no.

Ordinance 2019-05 An ordinance waiving the requirements of competitive bidding for the improvements to the traffic signal at Broyles & East Main Street for the city of Farmington Pursuant to Ark. Code Ann 14-58-303(b)(2)(b)

Council Member Lipford made a motion to suspend the rule requiring the reading of an ordinance in full on 3 different dates and for Ordinance 2019-05 be read 1 time by title only. It was seconded by Council Member Bryant, and by the consent of all Council Members present after a roll call vote, the motion was approved 8-0. City Attorney Tennant read Ordinance 2019-05 by title only. Mayor Penn asked shall the Ordinance pass? After a roll call vote it was approved 8-0. City Attorney Tennant read Ordinance 2019-05 by title only. Council Member Bell made a motion to approve an Emergency Clause for Ordinance 2018-12, it was seconded by council Member Lipford. After a roll call vote, it was approved by all those present by a vote of 8-0.

There being no further business to come before the council and on the motion of Council Member Lipford and seconded by Council Member Cunningham and by the consent of all members present, the meeting adjourned at 7:28 pm until the next regularly scheduled meeting to be held Monday June 10th, 2019 in the City Council Chambers at City Hall, located at 354 West Main Street, Farmington, Arkansas.

Approved;

City Clerk Kelly Penn

Mayor Ernie Penn

Financial

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
Revenue & Expenditures			
GENERAL REVENUES			
Revenue			
ACCIDENT REPORT REVENUES	700.00	1,500.00	46.67%
ACT 833	11,162.11	20,000.00	55.81%
ALCOHOL SALES TAX	1,512.31	3,000.00	50.41%
ANIMAL CONTROL REVENUES	1,255.00	2,500.00	50.20%
BUILDING INSPECTION FEES	57,366.00	88,449.74	64.86%
BUSINESS LICENSES	5,900.00	5,000.00	118.00%
CITY COURT FINES	53,658.16	110,000.00	48.78%
CITY SALES TAX REVENUES	592,908.54	1,150,000.00	51.56%
COUNTY TURNBACK	91,904.57	415,000.00	22.15%
DEVELOPMENT FEES	6,294.50	10,000.00	62.95%
FRANCHISE FEES	206,639.50	375,000.00	55.10%
GARAGE SALE PERMITS	620.00	3,000.00	20.67%
GRANTS	2,300.00	0.00	0.00%
INTEREST REVENUES	31,442.25	15,000.00	209.62%
MISCELLANEOUS REVENUES	7,151.13	12,563.96	56.92%
PARK RENTAL	660.00	1,400.00	47.14%
SALES TAX - OTHER	509,300.99	1,100,000.00	46.30%
SPORTS COMPLEX FEES	29,632.50	50,000.00	59.27%
SRO REIMBURSEMENT REVENUES	10,141.25	30,000.00	33.80%
STATE TURNBACK	38,780.55	95,000.00	40.82%
STREET COUNTY TURNBACK	9,169.25	0.00	0.00%
TRANSFER INCOME	0.00	700,000.00	0.00%
Revenue	\$1,668,498.61	\$4,187,413.70	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
ADMINISTRATIVE DEPT			
Expenses			
ADDITIONAL SERVICES EXPENSE	79,751.34	160,000.00	49.84%
ADVERTISING EXPENSE	3,406.44	6,000.00	56.77%
BUILDING MAINT & CLEANING	12,250.26	40,000.00	30.63%
CREDIT CARD FEE EXPENSE	1,386.15	4,000.00	34.65%
ENGINEERING FEES	33,906.56	45,000.00	75.35%
INSURANCES EXPENSE	1,915.03	40,000.00	4.79%
LEGAL FEES	3,000.00	10,000.00	30.00%
MATERIALS & SUPPLIES EXPENSE	6,956.81	17,000.00	40.92%
MISCELLANEOUS EXPENSE	0.00	2,000.00	0.00%
NEW EQUIPMENT PURCHASE	2,769.06	10,000.00	27.69%
PAYROLL EXP - CITY ATTRNY	21,743.20	53,500.00	40.64%
PAYROLL EXP - ELECTED OFFICIAL	41,440.78	121,500.00	34.11%
PAYROLL EXP - REGULAR	88,593.95	223,000.00	39.73%
PLANNING COMMISSION	4,258.68	16,400.00	25.97%
POSTAGE EXPENSE	482.48	2,500.00	19.30%
PROFESSIONAL SERVICES	4,334.45	10,000.00	43.34%
REPAIR & MAINT - EQUIPMENT	954.83	0.00	0.00%
REPAIR & MAINT - OFFICE EQUIP	686.79	2,000.00	34.34%
RETURNED CHECK	0.00	250.00	0.00%
SERVICE CHARGES	0.00	150.00	0.00%
TECHNICAL SUPPORT	19,691.89	70,000.00	28.13%
TELECOMMUNICATION EXPENSES	1,264.05	1,000.00	126.41%
TRAVEL, TRAINING & MEETINGS	4,169.84	20,000.00	20.85%
UTILITIES EXPENSES	32,158.34	65,000.00	49.47%
Expenses	\$365,120.93	\$919,300.00	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
ANIMAL CONTROL DEPT			
Expenses			
FUEL EXPENSES	404.80	2,000.00	20.24%
MATERIALS & SUPPLIES EXPENSE	54.48	600.00	9.08%
NEW EQUIPMENT PURCHASE	0.00	500.00	0.00%
PAYROLL EXP - REGULAR	22,823.33	56,000.00	40.76%
PROFESSIONAL SERVICES	3,600.00	15,000.00	24.00%
REPAIR & MAINT - AUTOMOBILES	0.00	1,500.00	0.00%
REPAIR & MAINT - EQUIPMENT	49.23	500.00	9.85%
TRAVEL, TRAINING & MEETINGS	250.00	500.00	50.00%
UNIFORMS/GEAR EXPENSE	0.00	500.00	0.00%
Expenses	\$27,181.84	\$77,100.00	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
BUILDING PERMIT DEPT			
Expenses			
BREATHALYZER EXPENSES	37.50	0.00	0.00%
FUEL EXPENSES	678.66	2,500.00	27.15%
PAYROLL EXP - REGULAR	31,309.61	85,000.00	36.83%
REPAIR & MAINT - AUTOMOBILES	1,078.54	1,500.00	71.90%
TRAVEL, TRAINING & MEETINGS	3,381.71	5,000.00	67.63%
UNIFORMS/GEAR EXPENSE	0.00	1,000.00	0.00%
Expenses	\$36,486.02	\$95,000.00	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
FIRE DEPT			
Expenses			
ADVERTISING EXPENSE	609.00	0.00	0.00%
CAPITAL IMPROVEMENT	75,394.04	0.00	0.00%
FUEL EXPENSES	2,908.23	6,000.00	48.47%
HAZMAT EXPENSES	2,270.12	2,400.00	94.59%
MATERIALS & SUPPLIES EXPENSE	3,128.33	8,500.00	36.80%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	23,400.00	6,500.00	360.00%
PAYROLL EXP - REGULAR	187,478.88	505,070.09	37.12%
REPAIR & MAINT - BUILDING	0.00	400.00	0.00%
REPAIR & MAINT - EQUIPMENT	769.84	4,000.00	19.25%
REPAIR & MAINT - TRUCK	9,625.55	6,000.00	160.43%
TRAVEL, TRAINING & MEETINGS	1,272.31	2,000.00	63.62%
UNIFORMS/GEAR EXPENSE	5,867.70	12,200.00	48.10%
Expenses	\$312,724.00	\$553,570.09	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
LAW ENFORCE - COURT			
Expenses			
LEGAL FEES	7,500.00	18,000.00	41.67%
MATERIALS & SUPPLIES EXPENSE	683.22	3,000.00	22.77%
MISCELLANEOUS EXPENSE	0.00	400.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	3,000.00	0.00%
PAYROLL EXP - REGULAR	26,541.09	70,000.00	37.92%
POSTAGE EXPENSE	114.71	0.00	0.00%
SPECIAL COURT COSTS	0.00	6,000.00	0.00%
TRAVEL, TRAINING & MEETINGS	0.00	3,500.00	0.00%
Expenses	\$34,839.02	\$103,900.00	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
LAW ENFORCE - POLICE			
Expenses			
ADVERTISING EXPENSE	90.00	0.00	0.00%
BREATHALYZER EXPENSES	237.50	700.00	33.93%
CAPITAL IMPROVEMENT	0.00	500,000.00	0.00%
DRUG TASK FORCE	0.00	2,000.00	0.00%
FUEL EXPENSES	12,069.37	36,000.00	33.53%
GRANT EXPENSE	2,507.96	0.00	0.00%
MATERIALS & SUPPLIES EXPENSE	32,527.56	50,000.00	65.06%
MISCELLANEOUS EXPENSE	0.00	500.00	0.00%
NEW EQUIPMENT PURCHASE	46,572.00	56,000.00	83.16%
PAYROLL EXP - REGULAR	393,324.77	1,140,424.99	34.49%
PAYROLL EXP - SRO	36,346.85	69,644.41	52.19%
REPAIR & MAINT - AUTOMOBILES	9,718.01	25,000.00	38.87%
REPAIR & MAINT - EQUIPMENT	1,190.76	3,000.00	39.69%
TRAVEL, TRAINING & MEETINGS	1,261.00	10,000.00	12.61%
UNIFORMS/GEAR EXPENSE	11,629.83	12,000.00	96.92%
Expenses	\$547,475.61	\$1,905,269.40	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-to-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
LIBRARY			
Expenses			
CAPITAL IMPROVEMENT	0.00	200,000.00	0.00%
LIBRARY TRANSFER	44,000.00	44,000.00	100.00%
Expenses	\$44,000.00	\$244,000.00	

GENERAL FUND

Statement of Revenue and Expenditures

	Year-To-Date	Annual Budget	Jan 2019
	Jan 2019	Jan 2019	Dec 2019
	May 2019	Dec 2019	Percent of
	Actual		Budget
PARKS DEPT			
Expenses			
ADDITIONAL SERVICES EXPENSE	1,675.00	0.00	0.00%
CAPITAL IMPROVEMENT	10,155.00	0.00	0.00%
FUEL EXPENSES	689.23	3,500.00	19.69%
MATERIALS & SUPPLIES EXPENSE	3,619.90	5,000.00	72.40%
MISCELLANEOUS EXPENSE	0.00	1,000.00	0.00%
NEW EQUIPMENT PURCHASE	0.00	10,000.00	0.00%
PAYROLL EXP - REGULAR	67,111.09	162,774.21	41.23%
PAYROLL EXP - SPORTS COMPLEX	500.00	0.00	0.00%
PROFESSIONAL SERVICES	9,559.82	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	985.15	3,000.00	32.84%
SPORTS PARK FUEL	407.65	1,500.00	27.18%
SPORTS PARK MATERIALS	11,993.87	22,000.00	54.52%
SPORTS PARK NEW EQUIP	0.00	10,000.00	0.00%
SPORTS PARK PROF SERV	16,643.64	45,000.00	36.99%
SPORTS PARK REPAIR/MAINT	631.71	5,000.00	12.63%
SPORTS PARK UTILITIES	3,521.94	15,000.00	23.48%
UNIFORMS/GEAR EXPENSE	700.36	1,000.00	70.04%
UTILITIES EXPENSES	800.26	3,000.00	26.68%
Expenses	\$128,994.62	\$287,774.21	

LIBRARY FUND
Statement of Revenue and Expenditures

	Current Period Jan 2019 May 2019 Actual	Annual Budget Jan 2019 Dec 2019	Jan 2019 Dec 2019 Percent of Budget
Revenue & Expenditures			
Revenue			
Donations	125.00	0.00	0.00%
FINES/LOST ITEMS	2,127.04	4,000.00	53.18%
INTEREST REVENUES	227.28	0.00	0.00%
TRANS FROM GENERAL FUND	44,000.00	44,000.00	100.00%
WASHINGTON CO LIBRARY	81,105.00	175,047.00	46.33%
Revenue	\$127,584.32	\$223,047.00	
Expenses			
ADVERTISING EXPENSE	162.72	1,000.00	16.27%
BOOKS AND MEDIA	17,220.63	32,000.00	53.81%
BUILDING MAINT & CLEANING	1,571.73	0.00	0.00%
MATERIALS & SUPPLIES EXPENSE	6,408.38	10,147.00	63.16%
MISCELLANEOUS EXPENSE	807.80	500.00	161.56%
NEW EQUIPMENT PURCHASE	584.11	3,000.00	19.47%
PAYROLL EXP - REGULAR	52,426.38	152,000.00	34.49%
POSTAGE EXPENSE		300.00	0.00%
PROFESSIONAL SERVICES		5,000.00	0.00%
PROGRAMS EXPENSE	385.00	4,000.00	9.63%
REPAIR & MAINT - BUILDING	137.19	3,700.00	3.71%
TECHNICAL SUPPORT	3,679.52	8,000.00	45.99%
TRAVEL, TRAINING & MEETINGS	157.00	1,000.00	15.70%
UTILITIES EXPENSES	817.41	2,400.00	34.06%
Expenses	\$84,357.87	\$223,047.00	

STREET FUND
Statement of Revenue and Expenditures

	Year-To-Date Jan 2019 May 2019 Actual	Annual Budget Jan 2019 Dec 2019	Jan 2019 Dec 2019 Percent of Budget
Revenue & Expenditures			
Revenue			
GRANTS	59,763.55	0.00	0.00%
INTEREST REVENUES	750.30	500.00	150.06%
MISCELLANEOUS REVENUES	50.00	100.00	50.00%
STREET COUNTY TURNBACK	9,169.25	40,000.00	22.92%
STREET STATE TURNBACK	176,359.93	388,000.00	45.45%
TRANSFER INCOME	0.00	300,000.00	0.00%
Revenue	\$246,093.03	\$728,600.00	
Expenses			
ADDITIONAL SERVICES EXPENSE	79.06	0.00	0.00%
ADVERTISING EXPENSE	0.00	1,000.00	0.00%
BUILDING MAINT & CLEANING	8,550.00	0.00	0.00%
ENGINEERING FEES	11,601.70	30,000.00	38.67%
FUEL EXPENSES	2,353.69	8,000.00	29.42%
MATERIALS & SUPPLIES EXPENSE	6,991.36	10,000.00	69.91%
MISCELLANEOUS EXPENSE	201.75	500.00	40.35%
NEW EQUIPMENT PURCHASE	5,120.24	25,000.00	20.48%
PAYROLL EXP - REGULAR	69,196.62	185,000.00	37.40%
PROFESSIONAL SERVICES	227,500.00	1,000.00	22,750.00%
REPAIR & MAINT - BUILDING	2,060.61	0.00	0.00%
REPAIR & MAINT - EQUIPMENT	862.16	10,000.00	8.62%
STREET LIGHTS	22,469.66	150,400.00	14.94%
STREET/ROAD REPAIRS	77,217.21	300,000.00	25.74%
TRAVEL, TRAINING & MEETINGS	0.00	500.00	0.00%
UNIFORMS/GEAR EXPENSE	798.00	2,200.00	36.27%
UTILITIES EXPENSES	3,776.30	5,000.00	75.53%
Expenses	\$438,778.36	\$728,600.00	

**Bond Fund Expense Account
May 2019**

Street Construction Bond Fund

Beginning Balance	
5/1/2019	\$666,878.60
April Expenses	
5/17/2019 Olsson Associates	\$5,679.26
April Interest & Dividend	
5/31/2019	\$1,255.33
Statement Balance 5/31/2019	\$662,454.67

Park Construction Bond Fund

Beginning Balance	
5/1/2019	\$1,034,541.72
April Expenses	
5/13/2019 Benchmark Construction	\$314,470.75
5/1/2019 Icon Shelters	\$130,363.00
5/17/2019 Playpower Equip	\$51,833.17
April Interest & Dividend Income	
5/31/2019	\$1,905.33
Statement Balance 5/31/2019	\$539,780.13

MONTH	CITY SALES TAX		Extra sales tax	STATE SALES TAX	
	2018	2019		2018	2019
JANUARY	\$ 63,631.38	\$ 73,651.00	\$ 43,904.12	\$ 94,536.33	\$ 102,295.43
FEBRUARY	\$ 76,812.89	\$ 81,454.71	\$ 51,707.94	\$ 105,195.78	\$ 113,136.70
MARCH	\$ 63,060.76	\$ 69,673.99	\$ 39,927.11	\$ 90,177.29	\$ 95,652.99
APRIL	\$ 59,653.41	\$ 66,345.13	\$ 35,648.25	\$ 89,619.16	\$ 92,093.45
MAY	\$ 67,065.94	\$ 80,171.63	\$ 50,424.76	\$ 99,256.59	\$ 106,122.97
JUNE	\$ 70,180.31			\$ 93,107.16	
JULY	\$ 76,809.32			\$ 103,314.13	
AUGUST	\$ 81,987.06			\$ 100,462.04	
SEPTEMBER	\$ 77,087.72			\$ 98,935.97	
OCTOBER	\$ 79,744.01			\$ 100,562.81	
NOVEMBER	\$ 76,858.16			\$ 99,640.31	
DECEMBER	\$ 71,558.04		\$ 221,612.18	\$ 96,779.83	
Monthly Comparison - November 2017/November 2018		\$ 13,105.69	Increase (Decrease)	\$ 19,972.07	\$ 6,866.38
YTD comparison		Increase for 2019 over 2018 YTD - City Sales Tax	\$ 41,072.08	Increase for 2019 over 2018 YTD - State Sales Tax	\$ 30,516.39
Additional Sales Tax Revenue			\$ 50,424.76	Total Sales Tax Increase YTD 2019	\$ 293,200.65

Agenda Item 10

(remove from inventory)



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

MEMO

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

From: BRIAN HUBBARD, CHIEF
Re: REMOVAL OF UNIT
Date: 06/10/2019

Recommendation

The Police Department is requesting the removal of the 2006 Dodge Charger.
VIN# 2B3KA43G66H433798

Background

This unit was intended to be deleted from inventory on April 10, 2017. Due to a typing error the last number in the VIN was put in as a 9 instead of an 8.

Discussion

The vehicle was voted to be removed by the council. The car was placed up for bids and sold shortly after the council meeting in April of 2017.

Budget Impact

\$0



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

MEMO

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

From: BRIAN HUBBARD, CHIEF
Re: REMOVAL OF SHOTGUNS
Date: 06/10/2019

Recommendation

The Police Department is requesting the approval to remove 3 Remington 870 police magnum shotguns from inventory. Serial # D281221M, D281222M, and D281225M. These guns will be traded in for the exchange of parts for guns currently in our inventory.

Background

These shotguns are no longer needed by the PD. We use the trade-in value of the guns for sights and other accessories for the department issued rifle's.

Discussion

We are still going through and evaluating our weapons with improvements being made every day. This is just another maintenance issue to further help us reach that goal.

Budget Impact

\$0

Agenda Item 11

ORDINANCE NO. 2019-04

AN ORDINANCE TO ADOPT ANIMAL CONTROL
REGULATIONS FOR THE CITY OF FARMINGTON, ARKANSAS

WHEREAS, the city adopted Animal Control Regulations in 2006 to replace in its entirety all ordinances previously passed in the City of Farmington; and

WHEREAS, numerous statutes have been enacted in recent years and the city has entered into an Interlocal Agreement with the Lester C. Howick Animal Shelter that is owned and operated by Washington County; therefore, it is necessary to adopt new and updated regulations to replace the regulations pertaining to animal control and reflect the provisions of the Interlocal Agreement with the Washington County Shelter.

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

Section 1: That Animal Control Regulations for the incorporated boundaries of the City of Farmington are hereby adopted and attached hereto as Exhibit "A" and incorporated herein in their entirety.

Section 2: Repealing Clause. All other ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3: Severability Clause. In the event any part of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Section 4: Emergency Clause. That the city council of the City of Farmington, Arkansas further determines that it is necessary for the protection of health and safety of the citizens of Farmington and the general welfare of animals within the city boundaries; therefore, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after the ordinance has been published as required by law.

PASSED AND APPROVED this 10th day June, 2019.

APPROVED:

Ernie Penn, Mayor

ATTEST:

Kelly Penn, City Clerk

ANIMAL CONTROL REGULATIONS

ARTICLE ONE - GENERAL PROVISIONS

Definitions:

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them, unless and except where the context clearly indicates a different meaning.

Abandoned. Any person in possession of an animal who knowingly refuses to provide care or properly house an animal as defined by these provisions; and further, abandoned means to desert, surrender or relinquish ownership and control.

Animal. Any living creature, domestic, exotic or wild.

Animal control officer. Any person designated by the mayor who is qualified to perform such duties under the ordinances of the City of Farmington, the animal control regulations and the laws of this state.

Animal Control Regulations. The regulations and penalties for violations as promulgated herein, which are also referred to as the "Code".

Aggressive behavior. Animal behavior that includes growling, baring teeth, snarling and/or lunging at a person or another animal.

Attack. Aggressive behavior by an animal that culminates into biting or scratching a person or another animal.

Bite. The term "bite" or "bitten" means any actual abrasion, scratch, puncture, tear, bruise or piercing of the skin caused by any animal which is actually or is suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.

Cat. A feline of either sex, including cats that have been neutered or spayed.

City. City of Farmington, Arkansas.

Consumer. Any individual purchasing an animal from a retail pet store. A retail pet store shall not be considered a consumer.

Direct point chaining. Attaching an animal directly to a stationary object by means of a leash, rope, chain, cable or other material attached to the dog's collar or harness but does not include temporary restraint of a dog for purposes of vehicular transport.

Dog. A canine of either sex, including one neutered or spayed.

Domesticated animal. An animal that has adapted to life in close association with and to the advantage of humans, such as animals that are kept by humans as pets or as livestock.

Electronic containment device. A transmitter/receiver system for the confinement of dogs which consists of (1) a boundary wire that emits a radio signal, and (2) a battery-operated electronic device on the dog's collar which receives the radio signal and emits an audible warning beep and a corrective electrical stimulus as the dog approaches the wire.

Enclosure. A fence, pen, or structure forming or causing an enclosure of sufficient strength or construction to contain the specific animal and prevent the animal from escaping. Owners confining dogs or cats by means of an enclosure must provide a minimum space of 100 square feet (10x10) per dog or cat four (4) months of age or older.

Euthanasia. The humane killing of an animal accomplished by a method that utilizes anesthesia produced by an agent that causes painless loss of consciousness and subsequent death which is administered by a licensed veterinarian or a euthanasia technician licensed by the Drug Enforcement Administration and certified by the Department of Health.

Exotic animals. An animal that is not indigenous to or characteristic of North America, but not including commonly domesticated breeds of dogs, cats, and birds.

Feral cat. A cat that is untamed and evasive that was either born in the wild and lacks socialization or a cat that is living in the wild after being abandoned by its owner, without a permanent, indoor home.

Free-roaming cats. A cat who may be cared for by one or more residents of the immediate area (also known as community cats) who is/are known or unknown; a community cat may or may not be feral.

Habitual animal offender. Any animal owner or harbinger, who within any 12-month period, is charged with five (5) violations, arising out of separate incidents of this title which pertains to animals from which conviction, guilty plea, no contest plea, deferred judgment, or plea bargain results. The controlling date is the date of each animal ordinance violation, not the date of the plea entered, or the conviction resulting therefrom.

Harbor. For a period of three days or more, to keep and care for an animal or provide premises to which the animal returns.

Hobby Kennel. A hobby kennel is a noncommercial kennel at or adjoining a private residence, where more than five (5), but no more than ten (10) adult dogs are bred or kept for exhibition, for organized shows, field, working, and/or obedience trials, or for the enjoyment of the species. Adult dogs are dogs that are over 6 months of age.

Kennel. An enterprise wherein or whereupon the business of grooming or boarding dogs, or breeding dogs for sale, and selling such dogs, is carried on, and which does not in its usual course of business acquire dogs for resale to the public.

License. A license receipt and metal tag issued by the city after remittance of the levied permit fee providing a certification from a licensed veterinarian to prove that an animal is vaccinated against rabies in accordance with this Code and Arkansas state laws.

Owner. Any person who:

- (1) Has a right of property in a dog, cat or other animal;
- (2) Keeps, harbors, cares for, or acts as the custodian of a dog, cat, or other animal; or
- (3) Knowingly permits a dog, cat, or other animal to remain on or about any premises occupied by him or her.

Person. Any individual, partnership, firm, joint-stock company, corporation, association, trust, estate, or any other legal entity.

Pet. The term “pet” shall be used interchangeably when referring to a dog, cat or other animal and used for abbreviation where so indicated in the Code.

Provocation. As used herein, provocation means causing a dog to bite or attack by:

- (1) Any intentional or accidental act of pulling, pinching, squeezing, kicking, hitting or striking the dog with an object or a part of a person's body, unless the person is responding to an attack or an immediate threat of attack by the dog as indicated by the dog's lunging, snarling or baring of its teeth;
- (2) Any sudden motion toward the dog or any attempt or threat to kick, hit or strike the dog with an object or part of a person's body, unless the person is responding to an attack or an immediate threat of attack by the dog as indicated by the dog's lunging, snarling, or baring of its teeth;
- (3) Any act of teasing or tormenting the dog;
- (4) Any act of grabbing, touching or holding of the dog's young or any sudden motion toward the dog's young;
- (5) Any act of holding, kicking, hitting, striking, or otherwise physically harming the dog's owner or other member of the dog owner's household;
- (6) Entry into the dog's area of confinement without the owner's presence, provided that this definition does not apply if the dog is confined in a particular manner for the purpose of causing provocation to prevent legal access to the premises in violation of this article; or
- (7) Any act of breaking and entering, or other unlawful entry, into the dog owner's residence, vehicle, or other property.

Public nuisance. Any animal or animals which:

- (1) Assaults, harasses or lashes out at passersby or passing vehicles.
- (2) Attacks other animals.
- (3) Trespasses on school grounds.
- (4) Is repeatedly at large.
- (5) Damages public or private property.
- (6) Interferes with refuse collection, spreads trash from refuse containers; or assaults, harasses or lashes out at utility meter readers.
- (7) Barks, whines, or howls in excessive, continuous, fashion or at untimely and unreasonable intervals.

Rabies quarantine services. Includes, but is not limited to, food, water, shelter, basic veterinary care during normal working hours, isolation of the animal from the public, and potential euthanasia.

Restraint. Any animal secured by leash or lead or under the control of an owner or one who harbors an animal.

Retail pet store. Any room or group of rooms, run, cage, compartment, exhibition pen, or tether, any part of which is within the State of Arkansas, wherein any animal is sold or kept, displayed, or offered for sale, to the public. It excludes kennels and catteries which sell animals directly to consumers. Also excluded are duly authorized animal shelters and duly incorporated humane societies dedicated to the care of unwanted animals which make those animals available for adoption, whether or not a fee for such adoption is charged. As used in this chapter, the term "retail pet store" includes its owners, officers, agents, operators, managers, and employees, and refers to any such enterprise whether in fact registered or not.

Running at large. Not under the physical control of the animal's owner, an authorized representative of the owner, or one who harbors the animal, either by leash, cord, chain, fence, or enclosure of sufficient strength or construction to contain the animal. An animal intruding upon the property of another person or upon public property and not under the physical control referred to herein shall be deemed "running at large." An animal within an automobile or other vehicle shall not be deemed "running at large" if the animal is physically confined to the vehicle. An animal shall not be considered "at large" when accompanied by the owner and under the physical control of the owner either by leash, cord, or chain.

Service animal. A dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, as defined by the Americans with Disabilities Act. Does not include an animal that is considered an "emotional support" animal unless it is also a trained service animal.

Shelter. The Lester C. Howick Animal Shelter in Fayetteville, Arkansas, which is owned and operated by Washington County, Arkansas to provide sheltering services for municipalities pursuant to Interlocal Agreements. When the term is used herein, it includes the shelter facilities and the personnel therein.

Sheltering Services. Includes, but is not limited to, food, water shelter, basic veterinary care during normal working hours, rabies quarantine services, impoundment, and potential euthanasia.

Stray Animal. A stray animal is defined as an animal that has no identification, such as a city tag, rabies tag or implanted microchip to allow an animal control officer or a law enforcement officer to determine the ownership of the animal; and further defined as an animal that has not been claimed by its owner.

Tether. A rope, chain, or cable of appropriate strength that is firmly anchored to the bed of an open bed pickup truck or similar vehicle in at least two places. Tether is to be used to restrain the animal and fastened to the animal by means of a harness or collar and to be the appropriate length as to afford the animal freedom to move about the vehicle, but to restrict the animal to a set radius to prevent it from reaching either side or the rear of the vehicle to prevent the animal from being thrown from, or fall from, or jump from the vehicle.

Tort. An act or omission that gives rise to injury or harm to another and amounts to a civil wrong for which courts impose liability.

Trap-Neuter-Return. The process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning free-roaming or community cats to their original location.

Trolley system. A confinement system utilizing cables and a pulley. Only one (1) dog may be on each trolley system. The cable must be attached to a properly fitting collar or harness and be at least eight (8) feet in length. The trolley cable must be fixed to two (2) permanent points and no less than ten (10) feet long and mounted four (4) to seven (7) feet off the ground. There must be a swivel on at least one (1) end of the affixed cable to prevent entanglement and have the ability to slide on the horizontal cable with a stop at each end. No obstructions shall be in the trolley area. The system shall provide adequate room for normal postural adjustments, for exercise and access to water, food, and shelter.

Vaccination: The injection, subcutaneously or otherwise, of antirabic vaccine, as approved by the United States Department of Agriculture or the State board of Health and administered by a licensed veterinarian or agent of the Department of Health.

Vicious animal. Any animal which, unprovoked, approaches in a manner or attacks any person or domestic animal upon the streets, sidewalks, any other public ground or place and private property. The term and defenses to the designation of “vicious” are further defined in this Code.;

Wild animal. Any nonhuman primate, raccoon, skunk, fox, wolf, coyote, poisonous snake, leopard, panther, tiger, lion, lynx, or any other cold- or warm-blooded animal that can normally be found in the wild state, or the offspring borne to wild animals bred with domestic dogs or cats.

ARTICLE TWO – MINIMUM CARE FOR DOGS, CATS AND OTHER ANIMALS

2.1. *Animal shelter.*

- (a) All dogs, and other domesticated animals (also referred to as “pet” or “pets”), shall have continuous access to a structurally sound, moisture-proof and windproof animal shelter large enough to keep the animals reasonably clean and dry.
- (b) An animal shelter which does not protect animals from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, shall not comply with this section.
- (c) An animal’s shelter and bedding and other accessible space shall be maintained in a manner which minimizes the risk of the pet contracting disease, being injured or becoming infested with parasites.
- (d) Every owner of a pet shall maintain its pen and premises as not to constitute either a nuisance to adjoining property owners or a nuisance to the public generally. Pens or structures in which animals are confined or maintained shall be cleaned regularly so as to prevent offensive odors which would disturb a reasonable person in their residence, or at their workplace. The animals shall be confined or restrained in such a fashion that sound therefrom shall not be disturbing to such persons.

2.2. *Nutrition.*

- (a) It shall be unlawful for any person keeping or harboring any pet to fail, refuse or neglect to provide such pet with clean, fresh, potable water adequate for the pet's size, age, and physical condition. This water supply shall be either free flowing or provided in a removable receptacle that is weighted or secured to prevent tipping.
- (b) It shall be unlawful for any person keeping or harboring any pet to fail, refuse or neglect to provide such pet with wholesome foodstuff suitable for the pet's physical condition and age and in sufficient quantities to maintain an adequate level of nutrition for the pet.

2.3. *Exercise.*

- (a) The enclosure or confinement area for a pet shall encompass sufficient usable space to keep the animal in good condition.
- (b) When a pet is confined by means of a tether and cable run, the trolley system shall be configured to allow access to the maximum available exercise area.
- (c) When a dog, in particular, is confined outside by means of an enclosure or an electronic containment device, the following minimum space requirements shall be met:
 - (1) *Large dog.* For a dog that is larger than twenty (20) inches at the withers or that weighs more than fifty (50) pounds, the minimum confinement area per dog is one hundred (100) square feet.
 - (2) *Medium dog.* For a dog that is larger than twelve (12) inches at the withers and up to twenty (20) inches at the withers or that weighs over twenty (20) pounds and up to fifty (50) pounds, the minimum confinement area per dog is eighty (80) square feet.
 - (3) *Small dog.* For a dog that is twelve (12) inches or less at the withers or that weighs twenty (20) pounds or less, the minimum confinement area per dog is fifty (50) square feet.

ARTICLE THREE – NUMBER OF DOGS AND CATS

3.1. *Maximum number.* Except as set forth in the exceptions below, it shall be unlawful for more than five (5) adult dogs or five (5) adult cats, or a combination of adult dogs and adult cats that total five (5) animals, to be kept or harbored at any household or business in the city limits. Notwithstanding this provision, restrictive covenants of a subdivision and lease agreements between landlords and tenants which prohibit animals or allow less than five animals supersede this provision.

Exceptions. Section 3.1 of this Article does not apply to:

- (a) The normal place of business for animal hospitals or veterinary clinics;
- (b) Dog kennels and retail pet stores if the operator of the kennel facility or retail pet store has a city business license to operate the kennel facility or retail pet store.

ARTICLE FOUR—OTHER ANIMALS AND LIVESTOCK IN A-1, RE-1, AND RE-2 ZONING DISTRICTS

4.1. *Animals and livestock permitted.* To preserve the rural environment and character of the A-1 Agriculture, RE-1 Residential Estate, and RE-2 Residential Estate Districts, livestock and other animals shall be permitted in these zoning districts within the city limits, but not in excess and beyond the following limitations and exceptions as follows:

- (a) One (1) large animal, such as a horse, mule, cow, llama, or pig per one (1) acre of land in each lot or parcel.
- (b) One (1) small animal such as a goat, sheep, or emu per one-half (1/2) acre of land in each lot or parcel.
- (c) Ten (10) fowl or rabbits for each lot or parcel in the A-1 Agriculture District.
- (d) Six (6) fowl or rabbits for each lot or parcel in the RE-1 or RE-2 Districts.
- (e) Hobby kennels are permitted in A-1, RE-1, and RE-2 Districts. Kennels are permitted in A-1 Districts but are prohibited in RE-1 and RE-2 Districts.
- (f) The limits on animals and livestock does not apply in the A-1 Agriculture zone when rabbits, fowl and other animals are being raised in a lawful agricultural operation.

4.2. *Setback requirements.* To help safeguard and prevent animals from becoming public nuisances and to protect citizens from potential harm in the newly formed residential estate districts, the following setback requirements must be met in order to own or harbor livestock.

- (a) The primary dwelling for large animals in the A-1, RE-1, and RE-2 Districts must be at least 100 feet from any neighbor's home.
- (b) The primary dwelling for small animals in the A-1, RE-1, and RE-2 Districts must be at least 50 feet from any neighbor's home.
- (c) The primary dwelling for fowl, and rabbits in the A-1, RE-1, and R3E-2 Districts must be at least 100 feet from any neighbor's home
- (d) Fencing for any livestock must be constructed in such a manner that animals may not reach legs, necks, wings, or any other body part onto a neighbor's property, or to any shrubs or plants growing onto a neighbor's property.
- (e) Fencing shall be constructed in such a manner as to secure livestock and shall be maintained in good condition at all times.
- (f) Concentrated feed operations for confined livestock shall not be permitted in any zoning district in the city.
- (g) Manure shall not be allowed to accumulate to a point in which it creates an objectionable odor that is disturbing to any person within a reasonable proximity to the premises.

4.3. *Housing requirements for animals and livestock.*

- (a) All such animals must be provided with adequate housing. Floor space in such houses shall be in accordance with the following minimum requirements:
 - (1) For rabbits, four (4) square feet per animal over four (4) months of age.
 - (2) For turkeys, four (4) square feet per animal over four (4) months of age.
 - (3) For chickens and similar fowl, three (3) square feet per bird over four (4) months of age.
 - (4) For bantams, three (3) square feet per bird over four (4) months of age.
- (b) All pens or yards where such animals are kept shall be placed the following minimum distances from any residence other than that of the owner of same:
 - (1) Rabbits, ten (10) feet.
 - (2) All other animals referred to in paragraph (A) of this section, twenty-five (25) feet; provided, however, that chickens or similar fowls must be kept at least five (5) feet from the owner's residence as well as twenty-five (25) feet from any adjoining residence.

ARTICLE FIVE – SALE OF DOMESTIC ANIMALS PROHIBITED

5.1. *Sales.* The advertisement, display, offer for sale and sale of domestic animals is hereby forbidden along the rights-of-way of streets and roadways in the city. The term "domestic animals" shall include, but are not be limited to, the following:

- (a) Dogs;
- (b) Cats;
- (c) Rabbits; and
- (d) Birds of all kinds.

ARTICLE SIX – OWNING OR HARBORING WILD ANIMALS

6.1.

- (a) *Possession, maintenance, and keeping of wild animals are prohibited.* The possession or harboring of wild animals as a pet within the city is hereby prohibited and forbidden. The enforcement of the provisions in this section shall be the responsibility of law enforcement and animal control officers. Refusal to cooperate with law enforcement and animal control officers to remove the wild animal from the city limits shall be a separate offense, and each day in violation shall be a separate offense.

Exceptions. This section shall not apply to any safari park, circus, or sanctuary complying with applicable laws and regulations for possessing wild animals for the education and entertainment of the public.

- (b) *Possession, maintenance, and keeping of wild and nondomestic animals as exhibitions.* No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee.

Exceptions. This section shall not be construed to apply to zoological or safari parks, performing animal exhibitions, or circuses.

- (c) *Shooting or killing wild animals prohibited.* It shall be unlawful for any person to hunt, shoot, chase, wound, or kill any wild animal within the corporate limits of the city.
- (d) *Fines and expenses.* Any person found guilty of harboring or keeping a wild animal in the city in violation of the Code, shall pay all reasonable expenses associated with housing, removal, and euthanizing the animal, including shelter, food, and veterinarian expenses, if any, in addition to fines.

CHAPTER SEVEN – RABIES VACCINATION REQUIRED

7.1. Arkansas law requires all dogs, cats, and other animals to be vaccinated against rabies as required by the State Board of Health. While the term “other animals” is not defined, approved rabies vaccines are available for ferrets, horses, cattle and sheep.

7.2. All dogs and cats that are owned or harbored in the city shall be vaccinated by a licensed veterinarian against rabies annually or as required by the veterinarian that administered the vaccination. A metal tag evidencing such vaccination shall be attached to the harness or collar of every dog and cat in the city.

7.3. In case a tag for the animal licensing fee is lost or destroyed, a duplicate shall be issued by the city upon presentation of a receipt or other verification showing payment of said fee or receipt of such duplicate tag. In the event a tag for rabies vaccination is lost or destroyed a duplicate tag must be acquired from a licensed veterinarian. No tag shall be transferable from one animal to another. No refunds shall be made on any fee from one animal to another. No refunds shall be made on any fee due to the death of the animal or because the owner leaves the city before the expiration of the license period.

7.4. Any person who shall keep any animal which is subject to rabies in the city without first having such animal vaccinated for rabies annually, or as prescribed by a veterinarian, shall be in violation of this provision. Refusing to produce for inoculation against rabies any dog or cat in his or her possession is a violation of A.C.A. § 20-19-304. Upon conviction, the person shall be fined not less than five dollars (\$5.00) nor more than twenty-five dollars (\$25.00) for each offense.

ARTICLE EIGHT – ANNUAL LICENSE AND TAG

8.1. *Levy and amount of license.* An animal licensing fee shall be levied and collected in the amount hereinafter provided for each dog and cat owned or harbored within the city. Said fee shall be paid to the city.

- (a) For each neutered male or spayed female, the license fee shall be \$5.00 annually. The fee for each unspayed female or unneutered male shall be \$10.00. The license fee shall be \$5.00 for animals under six months of age.
- (b) Should a dog or cat be brought into the city, the person owning or harboring such dog or cat shall have thirty (30) days in which to pay the licensing fee levied herein. Any person failing to pay said licensing fee within the thirty (30) day period shall be required to pay an additional fee of \$10.00.

8.2. *Issuance of license.* City officials shall issue a license receipt and a metal tag upon payment of the annual fee to indicate that the fee has been paid. The owner of a dog or cat must provide the certification by the licensed veterinarian that the animal was vaccinated. A receipt for payment or a handwritten note from a veterinarian is not acceptable proof of vaccination. The certification must show that the animal was vaccinated by a licensed veterinarian within one (1) year when applying for a license. Upon providing proof and payment of the fee, the city shall issue a license receipt and metal tag.

8.3. *License period.* A license, if not revoked, shall be valid for one year from the date of issuance. A license fee shall be levied each year and a new license shall be issued upon proof of rabies vaccination as provided herein. An owner shall have 30 days from the date the license expires to obtain a new license without penalty. Any person failing to obtain a license within such period shall be required to pay an additional fee of \$10.00.

8.4. *Tag to be attached to animal's collar.* It shall be the duty of the owner of a dog or cat within the city to attach the tag provided for in Section 8.2 to a collar securely fixed around the neck of the animal.

8.5. *Exceptions.* Nothing in this section shall be construed to apply to any dog or cat under the age of three months, or to dogs or cats in the city on a temporary basis for show or exhibition, or for breeding purposes.

8.6. *Service dogs for the disabled.* Dogs being raised, trained, and used to aid disabled persons shall be licensed without a fee while so owned and used, but shall not be exempt from registration or from any required vaccinations.

8.7. *Law enforcement.* Dogs used by any governmental agency for law enforcement purposes shall be licensed without fee but shall not be exempt from registration or from any required vaccinations. Verification of their status as a law enforcement dog shall be presented upon request.

ARTICLE NINE – CRUELTY TO ANIMALS

9.1. No person shall:

- (a) fail to provide his or her animals with sufficient good and wholesome food and water; shelter which provides protection from the weather including four sides with opening, roof, and floor; veterinary care when needed to prevent suffering; and with humane care and treatment.
- (b) beat, cruelly ill-treat, torment, tease, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit any dogfight, cockfight, bullfight, or other combat between animals or between animals and humans.
- (c) abandon any animal under circumstances subjecting it to the possibility of death, injury, starvation, dehydration or disease;
- (d) subject any animal to cruel mistreatment of any kind or by any means or device, including tying or strapping with weights or heavy chains;
- (e) subject any animal to the following if not performed by a licensed veterinarian: neutering or spaying; tail docking, ear cropping, or other surgical procedure;
- (f) subject any animal in his or her custody to neglect under circumstances exposing the animal to injury, disease, unsanitary conditions, extreme temperatures, starvation, dehydration or death;
- (g) kill or injure any animal belonging to another without legal privilege or consent of the owner; or
- (h) carries or causes to be carried in or upon any motorized vehicle or boat an animal in a cruel or inhumane manner.

9.2. Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and report the accident to the animal control officer or Farmington Police Department or to the local animal control authority.

9.3. No animal shall be chained or staked to a fixed point on a permanent basis. Dogs shall be kept in an enclosure or by a trolley system so placed that the animal may not intrude on other property, whether public or private, and provide adequate room for normal postural adjustments, exercise, and access to water, food, and shelter. The area where any animal is confined must provide proper and adequate drainage.

9.4. It shall be unlawful for any person to poison any animal or to distribute poison or other toxic substance in any manner whatsoever with the intent to harm, or for the purpose of poisoning any such animal, except for the purpose of controlling insects or rodents in accordance with accepted pest control methods.

9.5. It shall be unlawful to confine an animal in an unattended, enclosed vehicle where the outside temperature is 85° Fahrenheit or greater and the interior of the vehicle is not provided with conditioned air or adequate ventilation to maintain an internal temperature of 90° Fahrenheit or less;

or where the outside temperature is 30° Fahrenheit or less and the interior of the vehicle is not provided with heated air to maintain an internal temperature of at least 30° Fahrenheit.

9.6. *Authority to remove.* In order to protect the health and safety of an animal that is left unattended in a vehicle and is exposed to extreme heat or cold temperatures and to prevent an ongoing offense of cruelty to animals, if the animal is showing signs of heat or cold distress, the animal control officer, enforcement officer or emergency personnel who has probable cause to believe that Section 9.5 above is being violated shall have authority to enter the vehicle to remove the animal by any means reasonable under the circumstances. If it reasonably appears that there is time to contact the owner, or other person present in the immediate area with access to the vehicle, without serious injury to the animal, a reasonable effort to do so shall be made prior to entry into the vehicle to remove the animal. Pursuant to procedures set forth herein, a reasonable effort shall be made to contact the owner before the rescued animal is impounded.

9.7. *Evidence of distress.* For purposes of this section, “showing signs of heat or cold distress” means that the enforcement officer, emergency personnel, or animal control officer, reasonably believes that the animal displays one (1) or more of the following:

- (a) Fast heavy panting;
- (b) Weakness;
- (c) Respiratory difficulties;
- (d) Disorientation;
- (e) Convulsions.

ARTICLE TEN – KENNEL

10.1. In this section, the term “kennel” is further defined as an establishment wherein any person engages in the business of boarding, breeding, buying, grooming, letting for hire, training for a fee, or selling dogs or other animals.

10.2. All kennels shall, in addition to the other requirements of this Code, comply with the following minimum standards of this section. Failure to meet these standards shall be grounds for denial of a business license or revocation of a business license

- (a) Enclosures must be provided which shall allow adequate protection against weather extremes. Runs and/or cages with adequate drainage must be provided. Floors of buildings, runs and walls shall be made of an impervious material to permit proper cleaning and disinfecting.
- (b) Building temperatures shall be maintained at a comfortable level. Adequate ventilation shall be maintained.
- (c) Each animal shall have sufficient space to stand up, lie down and turn around without touching the sides or top of cages.

- (d) Cages are to be of material and construction that permit cleaning and sanitizing.
- (e) Cage floors of concrete, unless radiantly heated, shall have a resting board or some type of bedding.
- (f) Runs shall provide protection from the weather. Runs shall have an impervious surface.
- (g) All animal quarters and runs are to be kept clean, dry and in a sanitary condition.
- (h) The food shall be free from contamination, wholesome, palatable, and of a sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
- (i) All animals shall have fresh water available at all times. Water vessels shall be mounted or secured in a manner that prevents tipping and be of the removable type.
- (j) Kennels and boarding facilities, except licensed veterinarian facilities, shall provide an adequate exercise area of a minimum of twenty-five (25) feet by twenty-five (25) feet.

ARTICLE ELEVEN – RETAIL PET STORE

11.1. *Seller's compliance.*

- (a) No person shall sell, or offer for sale, any puppy, dog, kitten, cat, or any other domestic animal within the city limits without first complying with all terms and conditions contained in this section and applicable state law.
- (b) Retail pet stores are permitted on property that is zoned C1, C2 or Industrial within the city limits. Retail pet stores are strictly prohibited in the remaining zoning districts in the city.
- (c) Any person who owns, operates or establishes a retail pet store in the city shall provide proof of valid registration (and annual renewals thereafter) from the Director of the Arkansas Department of Health as a condition to receiving a city business license.
- (d) Any person who offers for sale any puppy, dog, kitten, cat, or any domestic animal in a retail pet store (hereinafter "seller") shall obtain a city business license, as required by city ordinances.

11.2. *Consumer protections.* Any seller shall provide the purchaser (hereinafter “consumer”) of any animal at the time of the sale of said animal a written statement of consumer rights, signed by the seller, which shall contain the following information and be substantially in the following form:

- (a) If, within ten days following the sale of an animal subject to this section, a licensed veterinarian of the consumer's choosing certifies such animal to be unfit for purchase due to illness, a congenital malformation which adversely affects the health of the animal or the presence of symptoms of a contagious or infectious disease, the seller, in addition to any other warranty, shall afford the consumer the right to retain the animal and to receive reimbursement from the seller for veterinary services from a licensed

veterinarian of the consumer's choosing, for the purposes of curing or attempting to cure the animal.

- (b) The reasonable value of reimbursable services rendered to cure or attempt to cure the animal shall not exceed the purchase price of the animal.
- (c) The reimbursement shall not include the cost of initial veterinary examination fees and diagnostic fees not directly related to the veterinarian's certificate that the animal is unfit for purchase pursuant to this section.
- (d) The certification that an animal is unfit for purchase, which shall be provided by an examining veterinarian to a consumer upon the examination of an animal subject to the provisions of this section, shall include, but not be limited to, information which identifies the type of animal; its breed, sex, and color; the owner; the date; the diagnosis of the animal; the treatment recommended, if any; and an estimate or the actual cost of such treatment.
- (e) The reimbursement required by subsections (a) and (b) of this section shall be made by the seller not later than ten business days following receipt of a signed veterinary certification as herein required.
- (f) The reimbursement required by subsection (a) and (b) of this section shall be made by the retail pet store not later than ten (10) business days following receipt of a signed veterinary certification as herein required.
- (g) A veterinary finding of intestinal parasites shall not be grounds for declaring the animal unfit for sale unless the animal is clinically ill due to such condition.
- (h) An animal may not be found unfit for sale on account of an injury sustained or illness contracted subsequent to the consumer's taking possession thereof.
- (i) In the event that a retail pet store wishes to contest a demand for reimbursement made by a consumer pursuant to this section, such retail pet store shall have the right to require the consumer to produce the animal for examination by a licensed veterinarian designated by such retail pet store.
- (j) Upon such examination, if the consumer and the retail pet store are unable to reach an agreement within ten (10) business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such reimbursement.

State law reference: Arkansas Retail Pet Store Consumer Protection Act of 1991 in A.C.A. §§ 4-97-101, et seq., as amended.

ARTICLE TWELVE – TRANSPORTATION OF ANIMALS

No person shall transport or carry any animal by motorized means unless the animal is safely enclosed within the vehicle or trailer, or enclosed in a portable kennel, crate, or dog box designed for this purpose, which is then fastened by a secure and appropriate means to the bed or the chassis of the vehicle. Dogs may be transported in open beds of pickup trucks provided they are secured in

the vehicle by means of a humane cross tether and/or harness, or if the sides, rails, or railing and back of the pickup trucks bed are at least five feet high. In all cases where animals are transported by motorized vehicles, it must be in a safe and humane manner that will prevent the animal from falling from, being thrown from, or jumping from the motorized vehicle or trailer being pulled by such.

ARTICLE THIRTEEN – NOISY ANIMALS, WASTE AND OFFENSIVE ODORS PROHIBITED

13.1. It shall be unlawful for any person to keep on his premises or under his control any noisy animal (e.g. loud or frequent barking, howling, or whining in excessive, continuous fashion or at untimely and unreasonable intervals) which shall disturb the peace and quiet of any person who may reside within reasonable proximity of the place where such animal is kept. An owner or harbinger violating this section may be required to train the animal with a humane “bark collar” or other devices for noise control.

13.2. The owner of an animal shall be responsible for the removal of any excrement deposited by the animal on public walks, recreation areas, public parks, or private property.

13.3. It shall be unlawful for any person owning or harboring any animal to fail to keep the premises where such animal is kept free from offensive odors to the extent that such odors are disturbing to any person residing within a reasonable proximity of said premises; and it shall be unlawful to allow the premises where any animal is kept to become unclean and a threat to the public health by failing to diligently and systematically remove all waste material from the premises.

ARTICLE FOURTEEN – RUNNING AT LARGE PROHIBITED

14.1. It shall be unlawful:

- (a) for any person to permit or allow any dogs to run at large within the corporate limits of the city, except working dogs under control of its owner in an A-1 Agricultural zone.
- (b) for the owner or the owner's representative to permit chickens, turkeys, or other fowl of any kind to run at large within the corporate limits of the city at any time.
- (c) for the owner or the owner's representative to permit any cat to run at large within the corporate limits of the city at any time.
- (d) for the owner or the owner's representative to permit or allow any animal to become a public nuisance. The term "permit" shall include the failure of the owner or individual(s) having charge of said animal to physically restrain the animal. The animal control officer shall be authorized to enter onto private property for the purpose of impounding an animal found running at large.

14.2. Trap-Neuter-Return programs shall not be permitted within the city limits.

14.3. *Livestock running at large prohibited.* No horse, mule, mare, colt, jack or jenny, or swine of any kind, sheep, goat, or cattle of any kind, shall be permitted to run at large. It is unlawful for the owner or person in charge of any such animals to permit any of such animals to run at large.

14.4. *Poultry.* All poultry within the corporate limits of the city shall be maintained in suitable houses, pens, or other enclosures by the owner or person having responsibility for the care and maintenance of the poultry.

14.5. *Maintenance of poultry houses.* Every poultry house maintained within the city shall be kept in a clean, sanitary condition. This provision applies to chicken coops for animals that are permitted pursuant to Article Four.

14.6. *Number of birds allowed in residential zones.*

- (a) It shall be lawful to keep poultry flocks of any size in A-1 Agricultural zones of the city, so long as it is a commercial poultry operation and the birds are confined.
- (b) It shall be lawful for any person to keep, permit, or allow any fowl within the corporate limits of the city in R-1, R-2 and R-O zones, under the following terms and conditions:
 - (1) No more than six hens shall be allowed for each single-family dwelling. No birds shall be allowed in multifamily complexes, including duplexes in MF-1 and MF-2 zones.
 - (2) No roosters shall be allowed.
 - (3) There shall be no outside slaughtering of birds.
 - (4) All fowl must be kept at all times in a secure enclosure. Secure enclosure shall include a self-contained coop and within a fenced in yard.
 - (5) Coops must be situated at least 25 feet from the nearest neighbor's residence.
 - (6) Enclosures must be kept in a neat and sanitary condition at all times and must be cleaned on a regular basis so as to prevent offensive odors.

14.7. Section 14.6 of this article is not intended to apply to indoor birds kept as pets, such as, but not limited to, parrots or parakeets, nor to the lawful transportation of fowl through the corporate limits of the city. Neither shall it apply to poultry farms kept in areas of the city which are zoned A-1 Agricultural.

State law reference: Domestic fowl running at large, A.C.A. § 5-62-122.

ARTICLE FIFTEEN--VICIOUS ANIMALS RESTRICTED

15.1. It shall be unlawful for any person to keep any vicious animal within the corporate limits of the city.

- (a) *Vicious dog designation.* A dog is considered vicious for purposes of this section if it:

- (1) causes death or serious physical injury to a person engaged in a lawful activity;
 - (2) attacks or bites without provocation a person engaged in a lawful activity;
 - (3) on more than one (1) occasion, while off the property of its owner and without provocation, exhibits aggressive behavior toward a person engaged in a lawful activity;
 - (4) on more than one (1) occasion, acts in a manner that causes or should cause its owner to know that the animal is potentially vicious;
 - (5) while off the property of its owner and without provocation, seriously injures another domesticated animal; or, in the owner's presence, on his property without provocation, seriously injures another domesticated animal;
 - (6) without provocation, kills a domesticated animal;
 - (7) is trained for dog fighting or is owned or kept for the purpose of dog fighting; or
 - (8) has been declared vicious, or has been given some other designation, by another governmental body under circumstances that would meet the grounds for vicious dog designation under the provisions of this article.
- (b) *Impoundment pending declaration.* Upon reasonable suspicion that a dog is vicious and poses a serious threat to public health or safety, the animal control officer or law enforcement officers may seek a warrant to seize the dog for quarantine or for impoundment at the Shelter, pending the vicious dog declaration process.
- (c) *Declaration of a vicious dog.*
- (1) *Notice to owner.* In instances where a dog, while off the property of its owner and without provocation, has repeatedly shown aggressive behavior toward people, but has not bitten a person or another animal, the dog shall nonetheless be declared vicious. After impounding the dog, the animal control officer shall attempt to contact the owner if the animal bears a city tag and/or a rabies tag and/or an implanted microchip. The animal control officer shall hold the dog for 24 hours. If the owner does not claim the dog within 24 hours, the dog shall be transported to the Shelter. Under the terms of an Interlocal Agreement between Washington County and the city, the dog shall receive sheltering services for three days. At the expiration of three days, the dog becomes the property of the county if it has not been reclaimed by its owner. Animals that have been impounded at the Shelter for vicious behavior are not eligible for adoption, so the animal shall be euthanized at the expiration of three days.
 - (2) *Unable to provide notice.* If, under the same circumstances above, where the owner of the impounded dog is unknown and the animal has no identification tags or implanted microchip, the animal control officer shall hold the animal for 24 hours. If an owner does not come forth to claim the stray dog within 24 hours, the animal shall be transported to the Shelter. Under the terms of an Interlocal Agreement between Washington County and the city, the dog shall receive sheltering services

for three days. At the end of three days, the dog becomes the property of the Shelter if it has not been reclaimed by its owner. Animals that have been impounded at the Shelter for vicious behavior are not eligible for adoption, so the animal shall be euthanized at the expiration of three days.

- (3) *Application of provision for cats.* Upon reasonable suspicion that a cat is vicious by its aggressive behavior and poses a serious threat to public health or safety, the same provisions apply. After impounding the cat, the owner will be notified if the cat bears a city tag and/or rabies tag and/or an implanted microchip. The provisions of the Interlocal Agreement between Washington County and the city regarding the sheltering services, reclamation and euthanizing a dog is the same for any animal that is impounded at the Shelter, including cats.

ARTICLE SIXTEEN – DEFENSES TO DETERMINATION OF ANIMAL AS VICIOUS

16.1. *Defense to determination of vicious:* It is a defense to the determination of an animal as vicious or potentially dangerous and to the prosecution of the owner of an animal:

- (a) If the threat, injury, or damage was sustained by a person who at the time was committing a willful trespass or other tort upon the premises occupied by the owner of the animal;
- (b) If the person was teasing, tormenting, abusing or assaulting the animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the animal;
- (c) If the person was committing or attempting to commit a crime;
- (d) If the domestic animal killed was at the time teasing, tormenting, abusing or assaulting the animal;
- (e) If the animal was protecting or defending a person within the immediate vicinity of the animal from an attack or assault;
- (f) If the animal was injured and responding to pain; or
- (g) If the animal was protecting its offspring, itself or its kennelmates.

ARTICLE SEVENTEEN -- RABIES QUARANTINE, REMOVAL OR EUTHANIZING VICIOUS ANIMALS

17.1. *Impoundment for injury to a person.*

- (a) Any animal suspected of biting a human shall be quarantined in accordance with the provisions of A.C.A. § 20-19-301 (The Rabies Control Act). Animal control officers and law enforcement personnel shall have the authority to enter private property to take into custody any animal that has bitten any person or another animal.
- (b) When an animal is suspected of biting a person, and the animal control officer is unable to verify whether the animal has been vaccinated for rabies as required by the Code, the animal shall be transported to the Shelter to receive rabies quarantine services. If the

owner claims the animal but the rabies vaccination or certification has expired, the animal shall be provided rabies quarantine services for a period of ten (10) days, including the day of the bite. At the expiration of ten (10) days, the animal may be reclaimed by its owner. If the owner fails to pay all requisite expenses for impoundment or reclaim the animal at the expiration of ten (10) days, the animal will be euthanized.

- (c) When an animal is suspected of biting a person, the animal bears no form of identification, the owner is unknown, and the animal control officer is unable to verify whether the animal has been vaccinated for rabies as required by the Code, the Shelter shall provide rabies quarantine services for a period of up to three (3) days. If the animal has not been claimed by its owner, the Shelter shall declare the animal to be a stray. At the end of the three (3) day period, the animal shall be euthanized.
- (d) If a complaint has been filed in the district court against the owner or one who has harbored a vicious animal as described in Article 15.1 or obstructed any authorized officer from enforcing the provisions of this Article 17, the district court may direct the payment of all fines, costs and impoundment fees, and may, upon a finding that such animal is a vicious animal, the district court may order the animal to be euthanized in a humane manner, or permanently remove the animal from the corporate limits of the city. The failure to euthanize said animal or remove said animal from the corporate limits of the city within the time required by the court, the animal control officer shall seize the animal, and have it euthanized. Surrender of an animal by the owner or one harboring the animal to the animal control officer shall not render the individual immune from the fines, costs and impoundment fees prescribed by this ordinance.
- (e) Any person found guilty of harboring a vicious dog or other vicious animal in the city in violation of the Code, shall pay all reasonable expenses associated with housing, removal, and euthanizing the animal, including shelter, food, and veterinarian expenses, if any, in addition to fines.

ARTICLE EIGHTEEN—IMPOUNDMENT FOR OTHER OFFENCES

18.1. *Impoundment*

- (a) Animals running at large, and public nuisance and stray animals, shall be taken into custody by the animal control officer or law enforcement personnel. Whenever any animal impounded by the animal control officer or law enforcement personnel bears a city tag, and/or rabies tag and/or an implanted microchip, it shall be the duty of the animal control officer to notify the owner or the person to whom the tag was issued, if such person or owner can be located. The animal control officers and law enforcement officers are not responsible for locating owners who have failed to notify the city regarding a change of address or telephone/cell number.
- (b) The animal control authority may seize and impound any animal running at large, a public nuisance animal, a stray animal, or any animal reasonably suspected of having a

disease transmittable to human beings. All such animals shall be taken into custody without necessity of a filed complaint.

- (c) The animal control officer shall keep accurate and detailed records of the licensing, impoundment and disposition of all animals coming into city custody.

18.2. *Disposition of impounded animals will be as follows:*

- (a) *Licensed animals.* If a licensed animal has not been claimed and released to the owner, impounded licensed animals shall be transported to the Shelter. The Shelter shall provide sheltering services for a period of three (3) days, after which the animal shall become the property of the Shelter. If the animal is not claimed by its owner after the expiration of three (3) days, the animal shall be eligible for adoption and, at the sole discretion of the Shelter, may be euthanized. The owner of an animal impounded in the animal shelter shall be liable for such fees and charges, notwithstanding the destruction or adoption of the animal.
- (b) *Unlicensed animals.* If an unlicensed animal has not been claimed and released to the owner, impounded unlicensed animals shall be transported to the Shelter. The Shelter shall provide sheltering services for a period of three (3) days, after which the animal shall become the property of the Shelter. If the animal is not claimed by its owner after the expiration of three (3) days, the animal shall be eligible for adoption and, at the sole discretion of the Shelter, may be euthanized.

18.3. The animal control officer shall not release to the owner, and shall humanely destroy, any impounded animal upon the written opinion of a licensed veterinarian that destruction of the animal is necessary to prevent disease or injury to other animals or to humans, or due to the presence or reasonable suspicion of contagious disease, or due to reasonable suspicion of any other public health and safety threat.

18.4. The animal control authority may humanely euthanize any impounded animal upon reasonable evidence that the animal has sustained an injury or disease which will likely result in maiming and prolonged and severe suffering or death.

ARTICLE NINETEEN -- REDEMPTION OF ANIMALS

19.1. In order to redeem an animal, the owner is required to pay the city the impound fee currently charged by the Shelter and any additional expenses incurred by the city. The impoundment fee must be paid before the Shelter will release the animal. In addition, if the impounded animal is not currently licensed in the city, payment for a license is required, along with proof that the animal has been vaccinated for rabies within the past year. The failure or refusal to provide proof within ten (10) days that the animal's rabies vaccinations are current is a separate offense for which the owner may be charged.

19.2. The receipt for payment of the impoundment fee must be presented to the personnel at the Shelter. In addition to the impound fees, the Shelter will require the payment of daily fees it charges to house an animal and any additional charges it may have incurred while housing the animal, including veterinarian expenses.

19.3. The owner of an impounded animal who refuses to reclaim his or her animal and pay the required expenses of reclamation may be prosecuted for abandonment under the provisions of Article 9.1(c).

ARTICLE TWENTY—ENFORCEMENT OF REGULATIONS

20.1. The animal control officer shall be appointed by the mayor and shall perform the duties and exercise the powers prescribed by this chapter. In addition, the animal control officer shall perform such duties as may be delegated by the mayor, the city business manager and the Farmington City Council.

20.2 Law enforcement officers are authorized to issue warnings and criminal citations to any person(s) violating any provision of this chapter.

20.3. *Citation to appear.* The citation to appear shall:

- (a) Contain a brief statement of the nature of the violation or the specific violation of the Code;
- (b) Be signed by an officer who is authorized to issue the citation; and
- (c) Be signed by the violator in which the violator promises to appear in district court on a certain date.

20.4. *Refusal to sign citation.* The citation to appear should be signed by the violator. If the violator refuses to sign the citation to appear, the officer issuing the citation may:

- (a) Indicate on the space provided for signature that the violator refused to sign, leave a copy of the citation with the person cited, and follow the usual procedure for filing the citation in district court; or
- (b) File a criminal affidavit and seek a warrant for the arrest of the offender.

20.5. *Enforcement orders.* An enforcement order is a written notice which mandates compliance with one (1) or more Code provisions by a certain date.

- (a) Law enforcement officers and animal control officers are authorized to issue an enforcement order provided that no enforcement order shall be issued if the noncompliant situation is one that presents an imminent risk of death or serious physical injury to any animal or person.
- (b) The enforcement order shall:
 - (1) Contain a brief statement of the nature of the violation;

- (2) Be signed by an officer who is authorized to issue it and who has personal knowledge of the violation; and
- (3) Contain a printed statement to be signed by the violator in which the violator promises to comply with the enforcement order by a certain date.

20.6. *Refusal to sign enforcement order.* The enforcement order should be signed by the violator. If the violator refuses to sign the enforcement order, the person issuing the enforcement order may:

- (a) Indicate the refusal of the violator to sign on the space provided for signature and leave a copy of the enforcement order with the person cited. The date of service for an unsigned order is the date the order is signed.
- (b) When an officer has personal knowledge of a violation but is unable to locate the violator, the enforcement order shall be posted at the violator's residence and a copy will be mailed to the violator by USPS First-Class mail. The date of service shall be three (3) days after the first-class letter is mailed.

20.7. *Interference with enforcement.* It shall be unlawful for any person to interfere with, assault, injure, or harass, any person authorized to enforce the Code while that person is engaged in any enforcement duties taken pursuant to the Code, or to otherwise obstruct or prevent an authorized person from the discharge of any such duty. Further, it shall be unlawful for any person to refuse to deliver any unlicensed or unvaccinated animal or any animal observed to be running at large to the animal control officer, or other authorized officer, upon demand for impounding.

ARTICLE TWENTY-ONE—PENALTIES

21.1. Whenever in this Code, an act is prohibited or is made or declared to be unlawful or an offense, or whenever in such Code, the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code shall be punished by a fine of not more than \$1,000.00; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the State of Arkansas but in no case shall any penalty be less than \$50.00. If the violation of the Code is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day that the same is unlawfully continued.

21.2. Any person convicted of violating Article 9 of this Code, which is cruelty to animals as defined herein and in A.C.A. § 5-62-103(a), shall be fined, imprisoned and required to complete a psychiatric or psychological evaluation; and if determined appropriate, psychiatric or psychological counseling or treatment for a length of time prescribed by the court in accordance with A.C.A. §§ 5-62-103(c)-(e).

21.3. Any person found guilty of harboring a vicious dog or other vicious animal, or a wild animal or reptile in the city in violation of the Code, shall pay all reasonable expenses associated

with the impoundment fees at the Shelter, and any further expenses incurred to remove, or euthanize the animal, including veterinarian expenses, if any, in addition to fines.

Agenda Item 12



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

Memo

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

From: Ernie L Penn, Mayor

Re: Request approval of Contract with Key Architect for Architectural Service for Farmington Public Library Addition and Renovations (see attached Contract Document)

Date: June 10th, 2019

Recommendation

City staff recommends accepting the contract in the amount of \$25,047.50 for final design work and placing the project out for competitive bidding.

Background

Jim Key and Eric Pace have been working with the Library Staff and Library Board in developing a concept drawing for an addition and renovations to our current Library. After several meetings, a final plan for the addition and renovation has been developed. In order for the project to go forward, we need to approve this contract and work can begin on the final design for the addition and renovations and the project being placed out for competitive bid. The Addition will add approximately 1065 square feet to the existing building with a redesign of the entry way that is more functional, ADA compliant, and increased security to the building. This new addition will increase the overall building size to 5200 Sq. Ft. The existing interior renovations will include new flooring, painting and totally redesigning the layout of the existing floor plan which will increase safety, visibility, and improve the function of the existing layout to better serve our citizens who visit the library.

Discussion

This project has been discussed and in the planning stages over the past 2 years by the Library Board. Our City committed funds in the 2019 budget for this project.

Budget Impact

- \$200,000 from City as approved by City Council in our 2019 Budget
- \$150,000 from Library Reserve account

**PROPOSAL and AGREEMENT
TO PROVIDE ARCHITECTURAL SERVICES
For
Farmington Public Library Addition and Renovations for
City of Farmington
175 Cimarron Way, Farmington, Arkansas**

June 28, 2019

Project Description

To provide Architectural services for an addition and renovations to the Farmington Public Library. The proposed structure will be an addition of approximately 1,100 sq. ft to an existing Library located at 175 Cimarron Way, Farmington, Arkansas. Fee proposed and work required are based upon multiple meetings held between Farmington Library staff, Farmington Mayor and Eric Pace & Jim Key with Key Architecture and subsequent conversations. Requirements from the Client or others, or changes in the scope of services, the intended use, and type of facilities could result in additional time and services.

Architectural services will include Code Review, Design Development, production of Construction Documents, Specifications, Consultant Coordination, Bidding & Contract Negotiation, Client Review & Coordination and Construction Administration.

Any additional services required may be provided as addressed under Additional Services below.

Services to be provided:

- **As Built Documentation** Field measurements will be made and base documents developed to facilitate all subsequent services.
- **Code Review** Requirements for all subsequent services will be determined utilizing codes enforced at execution of this agreement. Such code review will be conducted once services have begun and upon approval of site configuration and developed preliminary plan by Client.
- **Client Review and Coordination** Meetings with Client for coordination of all requirements, review and approvals of Conceptual drawings, Development drawings, and Construction Documents.
- **Design Development** The Conceptual Design will be developed and refined and a final design solution presented for Client's approval prior to further services and Construction Document development.
- **Construction Documents** Production of Working Drawings to include dimensioned and denoted plans as necessary for construction, including details and schedules. The Architect will work with engineering consultants for design and production of building systems documents once Design Development is finished.
- **Specifications** A project Manual will be prepared with contract parameters and bidding information together with all material specifications.
- **Consultant Coordination** The design and production of documents for civil, structural, mechanical, electrical, and plumbing. We have solicited services from Bates & Associates, JLA Engineering, and Geary Engineering, and will assist in coordination with municipality and Interior Designer, working for the Client under separate contract.
- **Bidding and Contract Negotiation:** Coordination with Owner in solicitation of bids from invited General Contractors. Architect will prepare Instructions to Bidders working with the Owner to define form of bid, insurance requirements, bonds, deadlines, etc. and will conduct a Pre-Bid meeting at the site with all parties. This will include preparation and issuance of Addenda for clarifications or revisions to documents in response to bidders inquiries and/or directions from Owners, and answering all questions and inquiries during bidding. Architect will

continued

**Proposal for Architectural Services
Farmington Public Library Addition and Renovations for
City of Farmington
175 Cimarron Way, Farmington, Arkansas**

assist in review and assessment of bids and verify licensure of low bidder(s) as necessary to enable Owner to enter into contract for construction.

- **Construction Administration** The Architect has included visits to the site for assistance with coordination of work and consultation regarding design intent during Construction. This together with assistance with review of submittals and processing of payment applications constitutes the Construction Administration services included in the fee below.

Architectural Fee – Lump Sum

- Code Review, Design Development, Construction Documents, Consultant, City & Client Coordination, Construction Admin. \$12,500.00

Engineering Consultants’ Fees* - Lump Sum

- Civil- Bates & Associates \$4,200.00
- Structural – JLA Engineering, Inc. \$4,620.00
- MEP- Geary Engineering \$3,727.50

TOTAL FEE **\$25,047.50**

*Includes 5% markup by Key Architecture, Inc.

Note: Services to be provided as outlined for fee indicated. This architectural fee is based on a projection of time to provide the services stipulated herein. This fee may vary with a change of scope in the project or services resulting from the Client and/or others’ requirements through review and approval. Extensive redesign or development of multiple preliminary schemes beyond initial layout provided may require additional services. Building permitting submittals and review response and coordination are not included herein. Other services, if required, will be provided at the rates included below for Additional Services.

Additional Hourly Services:

- **Construction Administration – Additional Hourly** Other supplemental services required during construction due to changes and/or requirements by the Client, the General Contractor or others will be provided hourly as Additional Services.

Retainer

The Architect will not require a retainer to begin work, however, an executed copy of this agreement will be required to be returned to the offices of KAI signed by an officer of the corporation.

Engineering Services

Engineering beyond that included herein, if required shall, be considered additional services. Agreements for services herein have been solicited from Civil, Mechanical & Electrical and Structural Engineering consultants and will be finalized upon execution of this agreement for services. All scheduling will be coordinated and confirmed by the Architect. Any services removed from the contract shall become the responsibility of the Owner and additional time may be required for coordination by the Architect.

Structural Qualifications: The design of the foundation system for the proposed structure will be based upon a conventional spread foundation type system or as required by soils report provided by Client. The structure is expected to be concrete slab on grade with wood framed construction. Changes in the

continued

**Proposal for Architectural Services
Farmington Public Library Addition and Renovations for
City of Farmington
175 Cimarron Way, Farmington, Arkansas**

structural system(s) requiring redesign or a change in the type of foundation system may require additional fees.

It is recommended that a Geo-technical Engineering soils investigation be conducted and a report prepared prior to design. Extensive cutting or site manipulation requiring additional site retaining walls or structural elements will incur additional time and expense and may necessitate such an investigative report. If the Client declines to have a Soils Test performed prior to design and production of construction documents as recommended, conservative figures will be used. *It should be understood that unforeseen site conditions, or soil types encountered during construction, could result in additional costs in design, documentation and construction with or without such soils testing.*

Civil Qualifications: Civil services include engineering and developing of plans for the proposed site. The Engineer and the Architect assume no liability for use of client provided information. Services to include necessary drainage and storm water reports and engineering.

Client Responsibilities

The Client is responsible for providing any and all documentation on the site, required programmed spaces, facilities and parameters, and for thorough review of this agreement and all documents produced as a part of these services. Information on all equipment shall be provided for Architect and Engineers' use in providing design & construction document services. Any services beyond those outlined herein if required will be coordinated with Consultants as Additional Services. All fees associated with submittals for review, construction permitting and approvals, geo-technical testing, etc. will be the responsibility of the Client.

Additional Services/Reimbursable Expenses

Services other than those specified herein will be billed hourly. Reimbursable expenses are billed monthly or semi-monthly with scheduled invoices and are outlined below. A 5% markup for administration will be included on all direct reimbursable expenses incurred. All fees and projected times are based on a 40 hour production week with scheduling determined by the Architect.

Any change in the scope of this project or in the scope of these services will be agreed upon by both parties. Any service deleted from this Agreement will become the responsibility of the Client. Any changes by the Client or as required by others after approval by the Client to proceed, will be considered additional services. Payment for additional services shall be hourly, or as otherwise agreed upon, based upon the rate schedule below.

Hourly Rate Schedule:

- Principal Architect	154 \$/hr
- Senior Architect	136 \$/hr
- Senior Project Manager	112 \$/hr
- Project Manager	87 \$/hr
- Intern/CADD	74 \$/hr
- Administrator	54 \$/hr

Reimbursable Expenses:

- Long distance telephone calls
- Xerox copying, color & laser printing
- Blueprinting/large format copying - .45 \$/sf
- Plotting – b/w .90 \$/sf; color 4.50 \$/sf
- Travel @ .58 \$/mile beyond 25 mile radius

Reimbursable expenses are anticipated to be in the range of 1 % to 2% of the total fee.

Other services not included in proposal:

continued



KEY ARCHITECTURE, INC.

P.O. BOX 748 FAYETTEVILLE, ARKANSAS 72702 PH: 479.444.6066 FAX: 479.444.1445

**Proposal for Architectural Services
Farmington Public Library Addition and Renovations for
City of Farmington
175 Cimarron Way, Farmington, Arkansas**

Schedule of Conditions

Architectural services of Key Architecture, Inc. 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, expressed or implied, and no warranty or guarantee not expressly stated herein is included or intended in the agreement.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The total cumulative liability of James Thomas Key, Architect and Key Architecture, Inc. to Client and all third parties with respect to services performed or to be performed pursuant to this agreement, whether for breach of contract, warranty, indemnity, contribution, tort, design defect, or otherwise, shall not exceed one hundred percent (100%) of gross compensation actually received by same under this agreement.

It is expressly understood that the Architect shall perform Construction Administration Services only as included herein and to the extent specifically requested by the Client as Additional Services. Accordingly, the Architect shall not be liable to the Client, to the Owner, or to any party working for or through the Client or the Owner, for errors or omissions in the Construction Documents, which are, or which upon the exercise of reasonable care should have been, discovered during the Construction of Work. Likewise, the Architect shall not be liable to the Client, to the Owner, or to any party working for or through the Client or the Owner, for any changes in design or construction made during Construction without the prior written approval of the Architect. The Client and/or the Owner shall hold harmless, indemnify and defend the Architect from and against any and all claims or causes of action for cost or damages which are discovered or upon the exercise of reasonable care should have been discovered by the Owner or Contractor, and which are not brought to the Architect's attention for review and action before further Work is performed; and the Client and/or the Owner shall hold harmless, indemnify and defend the Architect from and against any and all claims or causes of action for cost or damages arising from changes in construction and/or design not approved in writing by the Architect and/or for errors or omissions of the Contractor or of other Consultants to the Client and/or Owner.

Client shall have the right to use any and all materials arising from James Thomas Key and Key Architecture, Inc.'s efforts on this project only for the purposes expressly contemplated in this agreement. The Client or Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect.

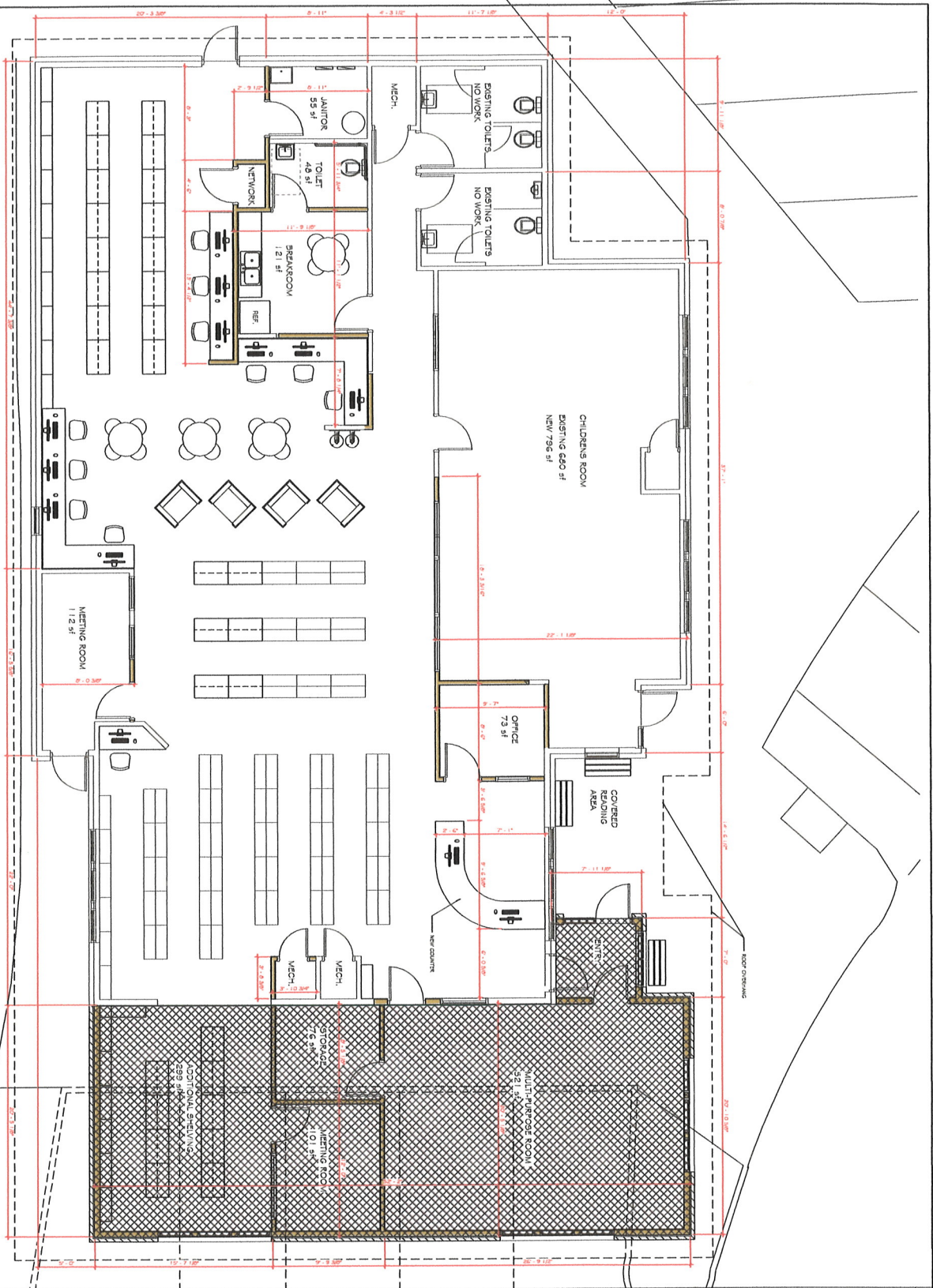
The Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Construction Documents appropriate to and for use in their execution of their work. The Client agrees to indemnify and defend any suit or claim (including attorney's fees) resulting from any use of said materials not expressly authorized by the agreement.

A late fee may be assessed on all balances over thirty (30) days past due.

The Architect will be allowed to place a sign on the project site.

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

FLOOR PLAN
SCALE = 1/4" = 1'-0"



GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE 2012 INTERNATIONAL BUILDING CODE AND THE 2012 INTERNATIONAL PLUMBING AND MECHANICAL CODE.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2012 INTERNATIONAL BUILDING CODE AND THE 2012 INTERNATIONAL PLUMBING AND MECHANICAL CODE.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

GENERAL DOOR & WINDOW NOTES

1. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
2. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
3. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
4. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
5. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
6. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
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9. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
10. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.
11. ALL DOORS SHALL BE 2'-0" HIGH BY 3'-0" WIDE.

PRELIMINARY
NOT FOR
CONSTRUCTION

KEY ARCHITECTURE INC.
P.O. BOX 748 FAYETTEVILLE, ARKANSAS 72702
PH: 478.444.6066 FAX: 478.444.1445

SEAL

FARMINGTON LIBRARY ADDITION
175 W. CIMARRON PLACE
FARMINGTON, AR 72730

CITY OF FARMINGTON
354 W. MAIN
FARMINGTON, AR 72730

DATE: 05/14/13
DRAWN BY: [Name]
PROJECT # CHECKED BY: 1757
SHEET: A1.1

Revision Schedule		
Rev. #	Date	Description

FLOOR PLAN

Agenda Item 13

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into on this 10th day of June, 2019, by and between the Farmington Public School District (hereinafter the "Farmington School") and the City of Farmington, Arkansas (hereinafter the "City").

WHEREAS, the Farmington School desires to employ two (2) police officers from the Farmington Police Department as School Resource Officers (hereinafter referred to as the "SRO" or "SROs") for the period prescribed herein and subject to the terms herein provided; and

WHEREAS, the City is willing to provide police officers for the Farmington School for the period prescribed herein and subject to the terms herein provided.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Term of Employment and Compensation. The Farmington School agrees to employ two (2) City police officers for the position of SRO for a period commencing July 1, 2019 and ending June 30, 2020. The Farmington School shall reimburse the City for fifty percent (50%) of the total payroll cost of the first SRO provided by the City, including payroll and withholding deductions as required by law and such other payroll deductions, as may be determined by the City. The Farmington School shall reimburse the City for eighty percent (80%) of the total payroll cost of the second SRO provided by the City, including payroll and withholding deductions as required by law and such other payroll deductions, as may be determined by the City.

2. Position and Duties. City police officers shall fulfill the positions of School Resource Officers and shall have the duties normally attributed to those positions and as assigned to them by the Farmington School Superintendent and the Farmington Chief of Police. The SROs shall devote a substantial amount of their time, labor, skill, and attention to the performance of their duties in a manner which will faithfully and diligently further the interests of the Farmington School and its student body.

3. Policy and Procedures.

It is further understood and agreed as follows:

a. The SROs shall be under the direct supervision of the Farmington School Superintendent and under the general supervision of the Farmington Chief of Police.

b. Since some of the school functions are after school hours, it shall be the responsibility of the SROs to adjust their work schedule in order to attend the activities.

c. No overtime pay or compensation time shall be authorized without prior approval from the Farmington Chief of Police.

d. The SROs shall take their vacation during the scheduled Spring Break, or Christmas and Summer Vacations unless otherwise approved by the Farmington Chief of Police.

e. The SROs shall apprise the Farmington Chief of Police of any activities or problems which may arise, and which may directly or indirectly affect the SROs or their job duties.

f. During daytime school hours, one of the SROs may be on call to provide backup for other Farmington police officers or respond to calls if the SRO is the only one available at the time of the call.

g. The SROs shall dress in uniforms that are required by the Farmington Chief of Police.

h. The Farmington Police Department shall furnish two (2) patrol vehicles for the SROs' use in patrolling school grounds.

4. Entire Agreement. This contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

5. Amendments. This Employment Contract shall not be amended, nor shall any waiver, change, modification, consent or discharge be affected except by an instrument in writing executed by or on behalf of the party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

6. Governing Law. This Employment Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Employment Contract as of the date first above written.

City of Farmington

Farmington Public School District

By: _____
Ernie Penn, Mayor

By: _____
Brian Law, Superintendent

By: _____
Kelly Penn, City Clerk

Agenda Item 14

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between Washington County, Arkansas (“Washington County”) and the City of Farmington (“Farmington”). Pursuant to the authority of Ark. Code Ann. § 25-20-101 *et. seq.*, and will become binding on all parties upon ratification by the Quorum Courts of said counties.

W I T N E S S E T H :

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and,

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public; and,

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and,

WHEREAS, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher risk of recidivism than people without these disorders; and,

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and,

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and,

WHEREAS, all counties take pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways; and,

WHEREAS, Washington County has secured an appropriate facility for the Northwest Arkansas Crisis Stabilization Unit (“NWACSU”), which will help people stay out of jail by offering mental health and co-occurring substance treatment; and,

WHEREAS, through Stepping Up, the National Association of Counties, The Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in jails; and,

WHEREAS, the Counties recognize that they have a responsibility to maintain and operate jails and acknowledge that there are increasing numbers of persons incarcerated in their respective county jails with mental health and co-occurring substance abuse issues and that jails are searching for alternative solutions to incarceration; and,

WHEREAS, in an attempt to address these growing concerns the State of Arkansas enacted Act 423 of 2017, otherwise known as the Criminal Justice Efficiency and Safety Act of 2017, which authorized the opening of regional crisis stabilization units and provided partial funding for the staffing of said units; and,

WHEREAS, the Counties and Cities acknowledge that Washington County alone cannot, and should not, be solely responsible for the maintenance and operations of the NWACSU; and,

WHEREAS, the Counties and Cities desire to enter into a contractual agreement whereby County and City funds are made available to Washington County to assist in the maintenance and operation of the NWACSU.

IT IS THEREFORE HEREBY AGREED THAT:

Section 1. Payments. To help defray maintenance and operation costs of the NWACSU, the City of Farmington agrees to pay forty dollars (\$40.00.) per day, up to the length of stay, for each individual it delivers to the NWACSU for treatment. The medical services provider shall determine the length of stay necessary. A day is defined as any amount of time, during a calendar day, after acceptance for admission into the NWACSU.

Section 2. Annual Review. The Washington County Judge shall review the amount listed in Section 1 annually and send notice of modifications by November 1st of each year. All modifications shall be in writing and signed by the participating counties, cities and law enforcement agencies.

Section 3. Payment Due Date. Washington County shall send an itemized bill to each County and City by the fifteenth day of each month. The payments identified above shall commence on June 15, 2019.

Section 4. Use. Each County and City will transport individuals to and from the NWACSU in conformance with the Memorandum of Understanding (“MOU”), which is incorporated by reference and made a part of this Interlocal Agreement as if stated word for word therein. If the NWACSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each CIT officer that calls in while the facility is closed to admissions.

Section 5. Ratification. If a County or City fails to ratify this agreement, that County or City may not participate in the NWACSU.

Section 6. Duration. The duration of this agreement shall be perpetual, unless and until the State of Arkansas reduces or withdraws funding of the NWACSU.

Section 7. Non-appropriation. Notwithstanding anything contained in this Agreement to the contrary, if a County or City fails to appropriate funds for subsequent periods within the term of this Agreement, the County or City shall not be obligated to make payment(s) beyond the then-current fiscal appropriation period provided that once an appropriation is made, the County or City is obligated to provide funds for that appropriation period.

Section 8. Change of Designee. Should a County or City need to change its designee, the County or City shall immediately provide written notice to Washington County and the contracted medical services provider, so as to ensure that said County or City is provided with updates regarding current billing information.

Section 9. Ownership and Disposition of Property. Washington County owns and will continue to own, or will enter into a lease agreement, for the facility that will house the NWACSU. All personal property, i.e. furniture, medical equipment, computer equipment, etc., provided at the facility is, and will continue to be, the property of Washington County. Cities and counties will have no legal authority, right, or title to the facility that houses the NWACSU or the personal property contained therein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington County Judge

Date

Mayor of Farmington

Date

Informational Items



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

City Business Manager Report
June 10, 2019
City Council Meeting

- Dustin Long (4 years) has a work anniversary this month, thank him for his service!
- The right-of-way acquisition for Hwy 170 is underway. We estimate that we are 50% complete
- Utility relocation is also in process for the Hwy 170 project.
- The annual clean-up for 2019 will be in the fall. We want to be situated in our new building before we decide on how to manage this event.
- Ribbon cutting and open house for the public works building was great! Thanks for all who attended.
- Work continues on the expansion of Creekside Park. We get calls weekly asking what is going on in that area. Rumors are rampant that housing is being developed. Please do your best to dispel those rumors. The park plan is available on our Facebook page or here at City Hall; encourage folks to take a look at what we are planning. Also, we have had some vandalism on the new construction; it will be fixed and there will not be additional cost.
- The fix for the signal at Broyles and Main, is a two stage process. The wiring is complete and they are waiting on equipment.
- Work should begin on the sidewalk on Rheas Mill and parking and sidewalk at the Sport's Complex. If you have questions let us know.
- Auditors are here...still!


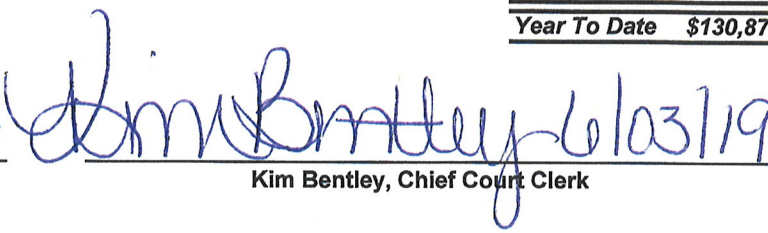
*"Spring being a tough act to follow, God created June."
~Al Bernstein*



2019 FARMINGTON DISTRICT COURT MONTHLY DISTRIBUTION WORKSHEET MONTH OF MAY

ADMIN OF JUSTICE FUND	Check #1	Dept. of Finance and Administration	Total for Check # 1	\$8,320.40	Chk#2090
	Check #2	General Fund	Total for Check # 2	\$1,814.85	Chk#2091
	Check #3	Washington County Treasurer (Act 1256)	Total for Check # 3	\$1,532.75	Chk#2092
Total Checks Admin of Justice					\$11,668.00

COURT COST & FINE	Check #4	Administration of Justice Fund			
		CCCR- Court Cost-Criminal		\$1,665.00	
		CCCRO-CourtCost Criminal Ordinance		\$20.00	
		CCDRUG-Court Costs - Drug		\$25.00	
		CCDWI-Court Cost DWI		\$1,440.00	
		CCTR- Court Cost-Traffic		\$2,905.00	
		CCTRO- Court Cost-Traffic Ordinance		\$5,613.00	
		Total for Check # 4 (Chk#3511)			\$11,668.00
	Check #5	General Fund			
		FINE- Fines Collected		\$14,320.00	
		WF - Warrant Fee		\$20.00	
	FTPRFL-FTPR+60 Days Fines-Local		\$120.00		
	NLIFL-No Liability Ins. Fines		\$335.00		
	FTPRLC-Fines Local		\$100.00		
	Total for Check # 5 (Chk#3512)			\$14,895.00	
Check #6	Court Automation Fund				
	CFEE-Local Court Automation		\$1,045.00		
	Total for Check # 6 (Chk#3513)			\$1,045.00	
Check #7	Department of Finance & Administration				
	CFEES - State Court Automation Fee		\$1,049.50		
	CVCF - Child Victim Crime Fee (5-4-703(a))		\$100.00		
	DCSAF - Drug Crime Special Assess Fee		\$45.00		
	NIFS - New Installment Fee - State		\$2,057.50		
	Total for Check # 7 (Chk#3514)			\$3,252.00	
Check #8	Arkansas State Treasury				
	DRUG - Drug Abuse Prevention and Treatment Fund		\$20.00		
	Total for Check # 8 (Chk#3515)			\$20.00	
Check #9	Washington County Treasurer				
	JBAF - Jail Booking and Admin Fee		\$10.00		
	CJF - County Jail Fee		\$2,620.00		
	Total for Check # 9 (Chk#3516)			\$2,630.00	
Check #10	RF - Restitution Fee				
	Milissa Parsley, Reschke/TR-17-250		\$65.00		
	Total for Check # 10 (Chk#3517)			\$65.00	
Check #11	RDP - Refund Due Payer				
	Russell William Fitzgerald - CR-19-80, TR-18-813		\$100.00		
	Total for Check # 11 (Chk#3518)			\$100.00	
				Monthly Total	\$33,675.00
				Year To Date	\$130,878.50


6-3-19
Date

6/03/19
Date

Ernie Penn, Mayor Kim Bentley, Chief Court Clerk

 Graham Nations, District Judge Date



Fire Department

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

Mark Cunningham
Fire Chief

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

April 2019 Monthly Report for Mayor and City Council

The fire department responded to over 82 calls in the month of May and that is above average for all of last year. We already have 405 Calls for the year and that is up for an average of 81 calls per month so far this year.

The month of May was just about the same as last month for us because of all the rain that we received in the month. We had so much rain that everything is staying soaked with water, seems like it rains more days than it is dry. We have been very fortunate to not have flooding like Fort Smith is experiencing, I guess that it was spread out enough that it soaked in enough to keep it from flooding even though we have had the most rain this year than I can ever remember.

This month we concentrated our training on fire training as well as some medical training because most of our calls are medical in some aspect or another.

We started our hose testing this month and we have already completed that task because we now have a crew all around the clock and they can complete it a lot faster now. Our full time staff can test most of the hoses except for the 5" large diameter hose so we have to do them on fire meeting nights because of heavy weight of the hoses.

We were able to move into our new substation at the public works building this month and this will help us on our ISO rating as well as giving our firefighters that live in that neighborhood quicker access to the trucks in that station. We would like to thank all of you for seeing the need and providing this for the citizens of our city and the department.

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

Mark Cunningham
Fire Chief

Farmington Police Dept.

Offenses for Month 5/2018 and 5/2019

6/3/2019 9:16:45 AM

	<u>2018</u>	<u>2019</u>
ASSAULT ON FAMILY OR HOUSEHOLD MEMBER - 3RD DEGREE / APPREHENSION OF IMMINE	0	1
BATTERY - 2ND DEGREE / INJURES PERSONS OVER 60 YOA AND 12 YOA AND YOUNGER	1	0
BREAKING OR ENTERING / BUILDING OR STRUCTURE	0	1
Breaking or Entering/Vehicle	2	2
BREATHING, INHALING, OR DRINKING CERTAIN INTOXICATING COMPOUNDS	0	1
BURGLARY, COMMERCIAL	1	0
BURGLARY, RESIDENTIAL	2	0
COMMUNICATING A FALSE ALARM / PHYSICAL INJURY (fear)	0	2
CONTEMPT	0	2
CRIMINAL IMPERSONATION / 2ND DEGREE / ASSUMES FALSE IDENTITY	0	2
CRIMINAL MISCHIEF - 1ST DEGREE PROPERTY OF ANOTHER VALUE \$500 OR LESS	0	1
CRIMINAL MISCHIEF - 1ST DEGREE / PROPERTY OF ANOTHER VALUE \$500 OR MORE	0	1
CRIMINAL MISCHIEF - 2ND DEGREE / PURPOSELY TAMPERS	2	0
CRIMINAL MISCHIEF - 2ND DEGREE / RECKLESSLY DESTROYS	3	2
CRIMINAL TRESPASS IN OR ON A VEHICLE OR STRUCTURE / PREMISES	3	1
CRIMINAL TRESSPAND ON LAND / FENCED PASTURE	1	0
DISORDERLY CONDUCT	0	3
DISORDERLY CONDUCT / FIGHTING OR VIOLENT, THREATENING, OR TUMULTUOUS BEHAV	1	1
DOMESTIC BATTERING - 2ND DEGREE / PHYSICAL INJURY	0	2
DOMESTIC BATTERING - 3RD DEGREE / PURPOSE OF CAUSING INJURY, CAUSES INJURY		

	<u>2018</u>	<u>2019</u>
Drivers License Required	2	1
DRIVING ON SUSPENDED LICENSE	1	0
DWI (UNLAWFUL ACT)	5	5
DWI - DRUGS (UNLAWFUL ACT)	4	2
DWI - OPERATION OF VEHICLE DURING DWI LICENSE SUSPENSION OR REVOCATION	1	0
ENDANGERING THE WELFARE OF MINOR - 3RD DEGREE	1	0
Excess Speed	1	0
FAILURE TO APPEAR	4	0
Failure to Maintain Control	21	18
FAILURE TO PAY FINES & COSTS	1	0
Failure to Pay Registration/No Vehicle License	13	22
Failure to Yield to Emergency Vehicle	0	1
FORGERY	1	0
FRAUDULENT USE OF A CREDIT CARD / CARD OR ACCOUNT NUMBER ARE FORGED	0	3
FURNISHING PROHIBITED ARTICLES	0	1
HARASSING COMMUNICATIONS / TELEPHONE, TELEGRAPH, MAIL, OR ANY WRITTEN FORM	0	1
HARASSMENT / IN PUBLIC INSULTS, TAUNTS, OR CHALLENGES ANOTHER TO PROVOKE A	1	0
HINDERING APPREHENSION OR PROSECUTION / HARBOR OR CONCEALS	1	0
Improper Turn	0	1
INATTENTIVE DRIVING	2	0
Leaving Scene of Accident/Property Damage	0	1
Left of Center	1	1
	0	1

	<u>2018</u>	<u>2019</u>
No Proof Insurance	3	2
No Proof of Ownership	1	0
No Tag Light	0	1
No Turn Signal	1	0
OBSTRUCTING GOVERNMENTAL OPERATIONS / OBSTRUCTS, IMPAIRS, HINDERS, THE PER	1	0
OBSTRUCTING GOVERNMENTAL OPERATIONS / REFUSES TO PROVIDE INFORMATION FOR A	2	0
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA	2	2
POSSESSION OF DRUG PARAPHERNALIA	7	7
Possession of Drug Paraphernalia	3	2
POSSESSION OF DRUG PARAPHERNALIA - FELONY	0	2
POSSESSION OF METH OR COCAINE LT 2GM	3	6
POSSESSION OF METH OR COCAINE PURPOSE TO DELIVER GT 2GM BUT LT 10GM	1	0
POSSESSION OF SCH I OR II GT 10GM BUT LT 200GM	1	0
POSSESSION OF SCH I OR II NOT METH OR COCAINE PURPOSE TO DELIVER	1	0
POSSESSION OF SCH VI LT 4OZ	1	1
PUBLIC INTOXICATION / DRINKING IN PUBLIC	3	1
PURCHASE, POSSESSION OF INTOXICATING LIQUOR BY MINOR	1	0
RAPE	0	1
RESISTING ARREST - REFUSAL TO SUBMIT TO ARREST / ACTIVE OR PASSIVE REFUSAL	0	1
RUNAWAY	1	1
TAMPER WITH PHYSICAL EVIDENCE- OBSTRUCT PROSECUTION /DEFENSE FELONY	0	1
TERRORISTIC THREATENING - 2ND DEGREE/THREATENS PROPERTY DAMAGE	0	1
TERRORISTIC THREATENING/2nd Degree	0	1

	<u>2018</u>	<u>2019</u>
	2	1
THEFT \$1,000 OR LESS - ALL OTHERS	4	0
THEFT \$1,000 OR LESS - FROM BUILDING	0	2
THEFT \$1,000 OR LESS - FROM VEHICLE	3	1
THEFT BY RECEIVING	0	2
THEFT OF A FIREARM VALUED AT LESS THAN \$2,500	0	1
THEFT OF PROPERTY / ALL OTHER	3	0
THEFT OF PROPERTY CREDIT/DEBIT CARDS	1	0
VIOLATION OF A PROTECTION ORDER- MISDEMEANOR	1	0
VIOLATION OF IMPLIED CONSENT	2	2
VIOLATION OF OPEN CONTAINER	2	0
Totals:	126	118

<u>MAY</u>	Citation	Motorist Assist	Warning	Total
Bates - Howard	32	6	0	38
Bertorello - James	0	4	1	5
Catron - Joshua	2	3	0	5
Collins - John	14	9	0	23
Crutchfield - Dylan	22	17	0	39
Long - Dustin	12	17	0	29
Mahone - Taron	51	8	1	60
Mccaslin - Michael	13	14	0	27
Stine - Jacob	13	17	0	30
Talley - Taylor	4	7	0	11
<u>Totals</u>	<u>163</u>	<u>102</u>	<u>2</u>	<u>267</u>
<u>Averages</u>	<u>16.3</u>	<u>10.2</u>	<u>0.2</u>	<u>26.7</u>

Permit Report

05/01/2019 - 05/31/2019

Permit #	Permit Date	Site Address	Permit Type	Type of Building	Description of Work	Contractor	Material & Labor	Total Fees
2568	5/31/2019	32 White	Electric	Residential	Electric for new house	A & L Electric	8,400	\$55.00
2567	5/30/2019	453 Goose Creek	Plumbing/Gas	Residential	Plumbing for new addition	Hawg Country Plumbing	6,000	\$40.00
2566	5/30/2019	68 E Main	Mechanical	Commercial	Mechanical for unit 1	TMM Services	8,400	\$55.00
2565	5/30/2019	68 E Main Unit 3	Mechanical	Commercial	HVAC for ice cream parlour	TMM Services	6,300	\$45.00
2564	5/30/2019	60 E Main	Mechanical	Commercial	HVAC for Damon's Restaurant	TMM Services	29,400	\$160.00
2563	5/30/2019	10968 Windswept	Electric	Residential	Electric for new house	Metro Lighting	5,000	\$35.00
2562	5/30/2019	10920 Windswept	Electric	Residential	Electric for new house	Metro Lighting	5,000	\$35.00
2561	5/29/2019	439 Vista Del Valle	Building	Residential	New House	Riggins Construction	292,000	\$1,036.00
2560	5/29/2019	65 N Wilmoth Rd	Pool	Residential	New Pool	Seaside Pools	38,000	\$200.00
2559	5/28/2019	489 Otoe	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,000	\$50.00
2558	5/28/2019	476 Otoe	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,000	\$50.00
2557	5/28/2019	340 Otoe	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,000	\$50.00
2556	5/28/2019	85 Chickasaw	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,100	\$50.00
2555	5/28/2019	425 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,000	\$50.00

2554	5/28/2019	431 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,100	\$50.00
2553	5/28/2019	437 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,000	\$50.00
2552	5/28/2019	487 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	8,000	\$50.00
2551	5/24/2019	689 Arroyo	Building	Residential	New House	Riggins Plumbing Construction	257,000	\$931.00
2550	5/23/2019	285 Briarhill	Mechanical	Residential	HVAC change out	Morrow Heat and Air	7,300	\$50.00
2549	5/22/2019	452 Vista Del Valle	Building	Residential	New House	Riggins Construction	240,000	\$880.00
2548	5/22/2019	438 Vista Del Valle	Building	Residential	New House	Riggins Construction	222,000	\$826.00
2547	5/22/2019	483 Vista Del Valle	Building	Residential	New House	Riggins Construction	241,000	\$883.00
2546	5/22/2019	467 Vista Del Valle	Building	Residential	New House	Riggins Construction	240,000	\$880.00
2545	5/22/2019	422 Vista Del Valle	Building	Residential	New House	Riggins Construction	253,000	\$919.00
2544	5/22/2019	459 Vista Del Valle	Electric	Residential	Electric for new house	Fast Electric	4,100	\$35.00
2543	5/22/2019	505 Vista Del Valle	Electric	Residential	Electric for new house	Fast Electric	4,100	\$35.00
2542	5/22/2019	68 E Main	Sign	Commercial	New sign for Farmington Village	D Sign	0	\$64.00
2541	5/20/2019	11346 Club House	Plumbing/Gas	Residential	Change out water heater	Plumb Right	975	\$20.00
2540	5/17/2019	101 Hill	Plumbing/Gas	Residential	Replacing existing water line	Home owner	1,000	\$20.00
2539	5/16/2019	265 Christy	Plumbing/Gas	Residential	Replace water heater	Paschal Heat and Air	866	\$20.00
2538	5/16/2019	453 Goose Creek	Building	Residential	Addition to home	Damon Meadors Construction	48,000	\$250.00

2537	5/15/2019	68 E Main Suite C	Electric	Commercial	Farmington Village, Phase B	All Ark Electric	800	\$20.00
2536	5/14/2019	117 E Main	Sign	Commercial	Sign for office		0	\$18.00
2535	5/13/2019	161 Main	Demo	Commercial	Demolition of old commercial building		0	\$50.00
2534	5/13/2019	93 Rob	Mechanical	Residential	HVAC change out	Atchley Air	12,000	\$70.00
2533	5/10/2019	91 Church	Building	Residential	Convert garage into bedroom	Home Owner	2,000	\$20.00
2532	5/10/2019	443 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	7,300	\$50.00
2531	5/10/2019	449 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	7,300	\$50.00
2530	5/10/2019	475 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	7,300	\$50.00
2529	5/10/2019	481 Tacoma	Plumbing/Gas	Residential	Plumbing for new house	Pinnacle Plumbing	7,300	\$50.00
2528	5/9/2019	450 Kaye	Building	Residential	Solar Panel system	Stitt Solar	17,000	\$95.00
2527	5/8/2019	11439 Giles Rd	Building	Residential	New House	Trademark Custom Homes	239,000	\$877.00
2526	5/8/2019	11447 Giles Rd	Building	Residential	New House	Trademark Custom Homes	225,000	\$835.00
2525	5/8/2019	36 Wesley Stevens	Electric	Residential	Electric for new house	Mike Taylor Electrical	4,500	\$35.00
2524	5/8/2019	180 Wesley Stevens	Mechanical	Residential	HVAC for new house	Comfort Heat and Air	7,400	\$50.00
2522	5/8/2019	450 Kaye	Electric	Commercial	Electric for Solar Panels	Hill Electric	500	\$20.00

2521	5/7/2019	459 Vista Del Valle	Building	Residential	New House	Riggins Construction	240,000	\$880.00
2520	5/7/2019	12339 Clyde Carnes	Electric	Residential	Electric for new house	Lonestar Electric	10,000	\$60.00
2519	5/6/2019	29 W Main	Building	Commercial	New Monopole	Smith Communications LLC	200,000	\$1,240.00
2518	5/1/2019	509 Waterfalls Ct	Building	Residential	Finishing bonus room	Homeowner	18,000	\$100.00
								\$12,444.00

Total Records: 50

6/5/2019

Library

Circulation and Patron Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2019												
Total Circulation	4,101	3,528	4,783	4,047	4,015							
YTD Circulation	4,101	7,629	12,412	16,459	20,474							
Holds Satisfied	845	760	774	792	795							
YTD Hold Satisfied	845	1,605	2,379	3,171	3,966							
PAC Logins	766	729	742	704	878							
YTD PAC Logins	766	1,495	2,237	2,941	3,819							
New Cardholders	46	31	23	33	37							
YTD New Cardholders	46	77	100	133	170							

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2018												
Total Circulation	3,657	3,471	3,930	3,945	4,144	4,705	4,640	4,678	4,116	4,615	4,051	3,571
YTD Circulation	3,657	7,128	11,058	15,003	19,147	23,852	28,492	33,170	37,286	41,901	45,952	49,523
Holds Satisfied	684	650	681	661	680	673	765	768	726	832	737	750
YTD Hold Satisfied	684	1,334	2,015	2,676	3,356	4,029	4,794	5,562	6,288	7,120	7,857	8,607
PAC Logins	870	784	969	929	821	795	892	806	712	767	712	772
YTD PAC Logins	870	1,654	2,623	3,552	4,373	5,168	6,060	6,866	7,578	8,345	9,057	9,829
New Cardholders	39	38	11	22	34	62	33	38	36	39	25	35
YTD New Cardholders	39	77	88	110	144	206	239	277	313	352	377	412

Library

Computer Use

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019												
Early Literacy Station Users	121	111	126	118	151							
YTD Early Literacy Station Users	121	232	358	476	627							
Users	309	295	306	229	243							
YTD Users	309	604	910	1,139	1,382							
Device Checkout	0	1	6	4	0							
YTD Device Checkout	0	1	7	11	11							
2018												
Early Literacy Station Users	101	114	134	105	112	126	103	130	114	128	96	102
YTD Early Literacy Station Users	101	215	349	454	566	692	795	925	1,039	1,167	1,263	1,365
Users	231	245	235	241	237	256	240	259	284*	253	266	249
YTD Users	231	476	711	952	1,189	1,445	1,685	1,944	2,228	2,481	2,747	2,996
Device Checkout	0	0	1	2	4	6	2	5	2	1	0	0
YTD Device Checkout	0	0	1	3	7	13	15	20	22	23	23	23

*Began using software to track public computer use

Library

Miscellaneous Services

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019												
Color Print Services	21	14	6	43	28							
YTD Color Print Services	21	35	41	84	112							18
Copy/Print Services	2,080	2,093	2,744	1,846	1,470							585
YTD Copy/Print Services	2,080	4,173	6,917	8,763	10,233							1,197
Fax Services	44	56	89	49	69							
YTD Fax Services	44	100	189	238	307							
Notary Services	8	18	8	5	4							
YTD Notary Services	8	26	34	39	43							
Reference Transactions	367	257	234	229	298							
YTD Reference Transactions	367	624	858	1,087	1,385							
Scanning Services	35	35	12	18	58							
YTD Scanning Services	35	70	82	100	158							
Staff Supervised Volunteer Hours	13	23	37	28	27							
YTD Staff Supervised Volunteer Hours	13	36	73	101	128							
Test Proctor	0	0	1	4	5							
YTD Test Proctor	0	0	1	5	10							
2018												
Color Print Services	28	32	37	34	16	347	23	28	5	9	8	18
YTD Color Print Services	28	60	97	131	147	494	517	545	550	559	567	585
Copy/Print Services	929	1,420	1,412	2,029	1,389	1,206	1,374	1,670	1,509	1,578	1,433	1,197
YTD Copy/Print Services	929	2,349	3,761	5,790	7,179	8,385	9,759	11,429	12,938	14,516	15,949	17,146
Fax Services	90	71	74	142	94	68	75	128	100	93	77	45
YTD Fax Services	90	161	235	377	471	539	614	742	842	935	1,012	1,057
Notary Services	2	1	2	1	3	8	7	7	3	5	9	17
YTD Notary Services	2	3	5	6	9	17	24	31	34	39	48	65
Reference Transactions	221	248	346	275	213	273	352	379	239	329	220	235
YTD Reference Transactions	221	469	815	1,090	1,303	1,576	1,928	2,307	2,546	2,875	3,095	3,330
Scanning Services	20	14	39	41	15	17	15	65	83	59	24	27
YTD Scanning Services	20	34	73	114	129	146	161	226	309	368	392	419
Staff Supervised Volunteer Hours	35	33	27	14	9	38	21	5	19	37	12	21
YTD Staff Supervised Volunteer Hours	35	68	95	109	118	156	177	182	201	238	250	271
Test Proctor	0	0	0	0	0	1	1	1	0	0	0	0
YTD Test Proctor	0	0	0	0	0	1	2	3	3	3	3	3

Library

Programs and Meetings

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019												
Book Club												
Community Story Time	50	76	83	86	12	12						
Japanese language Study Group												
Kids Book Club/Tween STEM Club	2	5	4	2								
Kindergarten Story Time		166	77	104								
LEGO® Club		18	14	16								
Little Maker's	11		4									
Meeting Room Use	13	20	11	10								
Nonfiction Book Club		2	3	1								
Seuss Saturday			23									
Technology Instruction Session	1	1	1	1								
Theater Performance by YAG		40										
After School Tutor Group												
Total Monthly Program Attendance	64	308	219	222	16							
Number of Juvenile Programs	6	9	9	9	0							
Number of Young Adult Programs		0	0	0	0							
Number of Adult Programs		1	2	2	2							
Number of Non-library Meeting Room Events	2	2	2	1	0							

Library

Daily Visitors

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2019												
Visits	2,439	2,534	2,732	2,312	n/a							
YTD Visits	2,439	4,973	7,705	10,017	10,017							
2018												
Visits	2,170	2,183	2,584	2,384	2,358	n/a	2,963	2,500	2,711	2,920	2,281	2,440
YTD Visits	2,170	4,353	6,937	9,321	11,679	11,679	14,642	17,142	19,853	22,773	25,054	27,494

Planning Commission Minutes
April 22, 2019

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

PRESENT

Robert Mann, Chair
Gerry Harris
Howard Carter
Chad Ball
Bobby Wilson
Judy Horne
Toni Lindsey

ABSENT

Jay Moore

City Employees Present: Ernie Penn, Mayor;
Melissa McCarville, City Business Manager; Rick
Bramall, City Inspector; Steve Tennant, City
Attorney

2. **Approval of Minutes:** March 25, 2019 Minutes were approved as written. Toni Lindsey abstained, having been absent at the meeting.
3. **Comments from Citizens:** No comments

Public Hearing:

4. **Conditional Use - Meramec Fireworks:**

Dave Stewart was present to request placement of a fireworks stand at 380 W. Main Street on property owned by Farmington Commercial, LLC.

Public Comment:

No public comments were made.

City Comment:

Steve Tennant addressed the ordinance requirements for the request and noted the letter from Paul Phillips requesting use from June 21 – July 5. The allowed days are actually June 21 – July 7.

Robert Mann called the question to approve the Conditional Use for Meramec Fireworks. Upon roll call, the request was approved unanimously. Absent, Jay Moore.

5. **Conditional Use- Hale Fireworks:**

Reggie Hale was present to request placement of a fireworks stand at 120 North Holland on property owned by Rausch Coleman.

Public Comment:

No public comments were made

City Comment:

Steve Tennant addressed the ordinance requirements for the request.

Robert Mann called the question to approve the Conditional Use for Hale Fireworks. Upon roll call, the request was approved unanimously. Absent, Jay Moore.

6. Rezone Request- (Parcel 760-01596-001) Hill St. from R-2 to MF-1:

Ralph Siebert, 6174 Guy Terry Road, Springdale, AR, owner of the property, was present to discuss the request.

Public Comment:

No public comment was made.

City Comment:

Melissa McCarville said a portion of the land is in the flood plain and would require a Floodplain Development Permit before building on the site.

Also, Rick Bramall explained that they would have to get a flood insurance floor elevation certificate that would be reviewed by the City's engineer and Rick Bramall would have to approve.

General Discussion

Judy Horne showed photos taken after a flooding rain several years ago which showed a floodwater mark on a house in the area being considered. She said the stream had definitely risen far out of its banks. She suggested that the rear setback should be increased from the usually required 20 feet, to move the building further from the creek.

Chad Ball questioned the lot frontage dimensions from Hill Street. The dimension is 75 feet. Hill Street dead-ends near the lot in question. He was concerned that this rezoning would be spot zoning since the area is zoned R-1. There are three duplexes in this location now, having previously been rezoned.

Robert Mann called the question to approve the Rezone request for Hill Street. Upon roll call, the ayes were: Howard Carter, Toni Lindsey, Gerry Harris, Judy Horne and Bobby Wilson. Voting No: Chad Ball. Motion passed 5- 1.

Other Business:

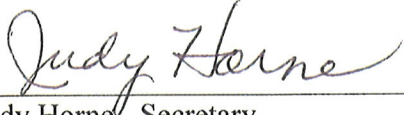
Chad Ball had prepared a preliminary rough draft for a Planned Unit Development (PUD) zone which he created after looking at similar zoning from Tontitown, Springdale, and Texarkana. This will serve as a starting point for developing a PUD zone for the city of Farmington.

He briefly explained that a PUD is a separate zone that allows different zoning on a piece of land without having to go through the process of requesting rezoning. When the PUD has gone through all the various evaluation and review processes, has been approved by Planning Commission, and is approved by the City Council the PUD must be adhered to by the developer and may not be altered. It can be built out in stages, but there is a time limit on the completion as part of the PUD.

A benefit of a PUD from the City's standpoint is that the City has a lot of opportunity for its input into how the development is to be done.

It was agreed that the commissioners will review the draft and will discuss it at the next work session on May 20, 2019. Chad encouraged commissioners to look at the materials Melissa had provided previously and bring their additions. Steve Tennant also suggested "googling" for the history of PUDs and go to the Municode to see what other cities are doing.

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



Judy Horne - Secretary



Robert Mann - Chair