

Ordinance No. 165

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A BUDGET FOR THE CITY OF TONTITOWN, ARKANSAS, FOR THE TWELVE (12) MONTHS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2003, APPROPRIATING MONEY FOR EACH ITEM OF EXPENDITURE THEREIN PROVIDED FOR, AND FOR OTHER PURPOSES.

WHEREAS, the City Council has made a comprehensive study and review of the proposed budget submitted by the mayor, and;

WHEREAS, it is the finding of the conclusion of the City Council that the schedules and exhibits of anticipated revenues and expenditures for the calendar year appear to be as accurate as possible for budgetary purposes.

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

Section 1. This ordinance shall be known as the budget ordinance for the City of Tontitown, Arkansas, for the twelve (12) month period beginning January 1, 2003 and ending December 31, 2003. The attached budget incorporated herein as if set out word for word and figure for figure, reflects estimated revenues and expenditures as set forth on the succeeding pages.

Section 2. The respective funds for each item or expenditure proposed in the budget for 2003 are hereby approved and adopted for the operation of the City of Tontitown, Arkansas, by the city council on this date and constitute an appropriation of funds which are lawfully applicable to the items contained within the budget. This budget may be altered or revised by action of this governing body and unpledged funds may be subsequently appropriated to another purpose except as prohibited by law.

Section 3. The Mayor or his duly authorized representative may approve for payment, out of funds appropriated by this budget or otherwise approved by the city council for those purposes, or may disapprove any bills, debts, or liabilities asserted as claims against the City.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 5. DECLARING AN EMERGENCY. WHEREAS, the efficient operation of Municipal Government requires that a budget be planned and adopted by the governing body, and that without a budget the city may not pay its bills, debts or liabilities; now, therefore, an emergency is hereby declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety shall take effect and be in force from and after its passage and approval.

DATED: Jan 7, 2003

APPROVED: Daniel R. Watson  
Daniel R. Watson, Mayor

ATTEST: Frances Franco  
Frances Franco, Recorder/Treasure

**Budget 2003**  
City of Tontitown, AR  
Attachment to Ordinance 165

**General Fund - Estimated Revenue:**

Income Source	2002 Budget	2002 Actual	2003 Budget
State Turnbacks	16,720	15,504	15,720
County 1% Sales Tax	115,000	140,648	130,000
County 2 mil Property Tax	32,000	30,212	30,000
Building Permits	35,000	78,571	45,000
Construction Surcharge	2100	2,550	2,200
Beverage Permits	300	290	290
Fireworks Permits	2,100	1,800	1,800
Interest	30,000	28,297	28,000
Franchise Tax	30,000	27,341	28,000
Waste Management	130,000	80,066	100,000
Rezoning	1,200	0	1,000
Business License	4,000	3,896	4,000
Miscellaneous	500	1,600	1,500
<b>Total Estimated General Revenue Fund.</b>	<b>398,920</b>	<b>410,775</b>	<b>387,510</b>

**General Fund - Estimated Expenditures:**

Expenditure Source	2002 Budget	2002 Actual	2003 Budget
Salaries	56,500	70,248	75,000
Office Supplies & Postage	2,100	5,653	5,000
Insurance, Taxes & Bonds	6,000	6,510	8,000
Utilities	8,000	6,628	8,000
Construction Surcharge	2100	1,832	2,200
Association Dues	5,000	2,660	3,500
Fire Hydrant Rental	1,720	1,720	1,720
Road Work (Millsap Rd. 2003)	471,500	321,988	150,000
Road Work (Bausinger/Wildcat Creek)	0	0	27,000
Legal Fees & Advertising	12,000	10,484	12,000
Repairs, Buildings & Grounds	3,000	2,165	3,000
Meetings & Travel	2,000	1,017	2,000
Museum, General	4,000	6,519	5,000
Equipment Repair	3,000	1,056	2,000
City Hall Renovation, Office Furn., Computer	13,000	10,346	1,000
Museum, Architect	0	0	4,000
Fire Department	25,750	1,065	26,000
Park (Utilities, Maintenance & Supplies)	10,000	9,457	10,000
Park Improvement & Repairs	5,000	10,255	8,000
Miscellaneous	3,000	6,306	5,000
Ordinance Codification	8,000	6,316	2,000
Amendment 59 Lawsuit	2,098	1,227	0
Survey, Cities Properties	5,300	6,145	0
Park Trail, Eng'r. & Grant Match.	11,400	3,900	7,500
Drainage Ordinance	6,000	6,000	6,000
Police Protection	0	0	125,000
Printer, Water Department	0	0	1,000
Traffic Warning Lite, Fire Dept.	0	0	8,000
<b>Total Estimated General Fund Expend.</b>	<b>666,468</b>	<b>499,497</b>	<b>507,920</b>

**Budget 2003**  
City of Tontitown, AR  
Attachment to Ordinance 165

**Street Fund - Estimated Revenue:**

Income Source	2002 Budget	2002 Actual	2003 Budget
State Turnbacks	43,332	44,261	43,332
County Turnbacks	9,000	8,762	9,000
Interest	2,000	898	800
Miscellaneous	2000	500	500
<b>Total Street Fund Estimated Revenue</b>	<b>56,332</b>	<b>54,421</b>	<b>53,632</b>

**Street Fund - Estimated Expenditures:**

Expenditure Source	2002 Budget	2002 Actual	2003 Budget
Utilities	6,000	3,632	5,000
General Street Work, Incl. Klenc Rd.	110,000	101,478	35,000
Street Signs	1,500	607	1,000
Roadway Work	10,000	3,702	10,000
Traffic Light Repair	1,000	200	500
Miscellaneous	1,000	2,170	3,000
Material & Labor	0	530	500
<b>Total Street Fund Estimated Expend.</b>	<b>129,500</b>	<b>112,319</b>	<b>55,000</b>

**Water & Sewer Fund, Estimated Revenue:**

Income Credit	2002 Budget	2002 Actual	2003 Budget
Cash Receipts, 1 Cent Sales Tax	240,000	359,095	360,000
Interest Credit	6000	6,736	7,000
<b>Total Cash Receipts</b>	<b>246,000</b>	<b>365,831</b>	<b>367,000</b>

**Water & Sewer Fund, Estimated Expenditures:**

Expenditure Source	2002 Budget	2002 Actual	2003 Budget
General Improvements	50,000	0	50,000
Water & Sewer Improve., Ardemagni Rd.	250,000	0	0
Waterline Engineering, Priority No. 5	6000	4900	0
North City Waterline Improvements	0	0	350000
Engineering, South Water Extension	0	0	10000
Engineering, Wastewater Collection	0	0	
<b>Total Estimated Water &amp; Sewer Expend.</b>	<b>306,000</b>	<b>4,900</b>	<b>410,000</b>

**CITY OF TONTITOWN, ARKANSAS  
WATER DEPARTMENT BUDGET FOR 2003**

<b>ESTIMATED REVENUES;</b>	<b>BUDGET 02</b>	<b>ACTUAL 02</b>	<b>BUDGET 03</b>
Water Sales	250,000	241,100	250,000
Fire Hydrant Rental	1,720	1,720	1,720
Connection Fees	12,500	59,425	20,000
Tapping Fees	3,650	8,950	5,500
Interest	5,000	5,354	5,000
Road Bore		3,700	
Refund Highway Dept. & Springdale Water		45,700	
Misc.	10		
<b>TOTAL ESTIMATED REVENUE</b>	<b>272,880</b>	<b>365,949</b>	<b>282,220</b>
<b>ESTIMATED OPERATION &amp; MAINTENANCE EXPENSES:</b>			
Salaries	30,000	23,427	30,000
Office Supplies & Postage	2,700	2,507	3,000
Materials & Supplies	15,500	30,200	21,500
Labor	2,000	2,095	2,100
Water Purchases	112,000	107,536	110,000
Insurance, Taxes & Bonds	16,000	17,041	17,500
Health Department Fees	3,000	2,470	3,000
Legal Fees & Advertising	5,000	1,669	3,000
Computer Support-Softwater & MVRs	4,000	3,853	4,300
Membership Dues-School & Travel	500	859	1,000
Audit	3,000	3,000	3,000
Engineering	2,500	1,460	2,000
Bad Debts	1,000	548	1,000
Misc.	3,000	4,365	4,500
<b>TOTAL OPERATION &amp; MAINTENANCE EXPENSES</b>	<b>200,200</b>	<b>201,030</b>	<b>205,900</b>
<b>DEBT REPAYMENT</b>			
2002 Bond Fund	15,500	19,218	20,000
<b>TOTAL ESTIMATED DEBT REPAYMENT</b>	<b>15,500</b>	<b>19,218</b>	<b>20,000</b>
<b>RESERVE FUNDING</b>			
Capital Improvements in Reserve	5,000	5,000	5,000
Depreciation Funded 3% of 2002 Sales	12,500	7,233	7,500
<b>TOTAL ESTIMATED RESERVE FUNDING</b>	<b>17,500</b>	<b>12,233</b>	<b>12,500</b>
<b>TOTAL OPERATION &amp; MAINTENANCE EXPENSES, DEBT REPAYMENT &amp; RESERVE FUNDING</b>	<b>233,200</b>	<b>232,481</b>	<b>238,400</b>
<b>ESTIMATED SURPLUS</b>	<b>39,680</b>	<b>133,468</b>	<b>43,820</b>
<b>TOTAL EQUALS ESTIMATED REVENUE AVAILABLE</b>	<b>272,880</b>	<b>365,949</b>	<b>282,220</b>
<b>ESTIMATED NEW CONSTRUCTION FROM RESERVE FUNDING</b>	<b>250,000</b>		<b>250,000</b>

**RESOLUTION No. 102**

NOW THEREFORE BE IT RESOLVED BY the City Council of the City of Tontitown, Arkansas that the above set out budget is adopted on this 5th day of November, 2002

Daniel R. Watson  
Daniel R. Watson, Mayor

ATTEST: Frances Franco  
Frances Franco, Recorder/Treasurer



## AGREEMENT

Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Tontitown, State of Arkansas, a municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to individually or collectively, as "Consumer".

For and in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. Furnishing Of Water: As part of its municipal services, the City furnishes water to many of the residents of the City as well as some individuals and businesses located outside the corporate limits of the City. Consumer desires to have the City furnish water to Consumer's residence/business located within/outside the corporate limits of City, such residence/business being more particularly described as follows:

### LEGAL DESCRIPTION, LOT AND BLOCK, PHYSICAL ADDRESS, OR OTHER MEANS OF SUFFICIENTLY IDENTIFYING PROPERTY

2. Costs Of Furnishing Water: Consumer agrees and acknowledges that in order to have the City furnish water to the residence/business, Consumer will be required to pay a connection fee as follows:

Connection fee - \$ 800.00 for City residents  
\$1200.00 for non-residents

3. Water Meter: A water meter shall be installed by the City at a point to be agreed upon by the parties for the purpose of determining the quantity of water used by Consumer. A deposit for the meter shall be assessed at the time of installation, which deposit is refundable in the event Consumer moves from the described property or is no longer in need of water. At the time of the installation of the water meter, a connection fee as set forth above shall be assessed and paid by Consumer in advance as set forth in the "Terms of Payment" below.

4. Connections: The water to be furnished Consumer shall be supplied from the system of water pipes, ditches, and canals as now constructed and maintained by the City. All expenses incurred in making connection(s) to such system and transferring such water to the above-described tract of land shall be at the sole cost and expense of the Consumer.

5. Terms Of Payment: Consumer is to pay for the connection fee before the City begins the work necessary to make the connection(s). In the event Consumer cannot pay for such services in full at that time, then Consumer agrees to pay under the following terms: \$100.00 to be paid before commencement of work necessary to make the connection(s) as described; thereafter, Consumer shall pay a minimum of \$100.00 per month beginning the first day of the month following the month in which water is first provided to Consumer, with a like payment on

the first day of each and every consecutive month thereafter until all connection fees are paid in full.

6. Default: Consumer shall be in default under the terms of this Agreement if any one (1) payment as set forth above is thirty (30) days delinquent. In that event, Consumer shall be notified in writing by the Clerk of the City Water Department, by first class mail, regarding the delinquency, and informing Consumer that unless payment is made within \_\_\_\_\_ days of the date of the letter, City will terminate service and no longer furnish water to Consumer until any and all payments are brought current. In the event water services are terminated as a result of Consumer's default, Consumer shall be responsible for any costs expended by the City to restore such service after the default has been cured.

7. Deadlines: Execution of this Agreement does not obligate City to furnish water to Consumer within a specific time period, and Consumer understands and acknowledges that this Agreement only obligates City to furnish such service as the funds, manpower, schedules, and weather permit.

8. Emergencies: In case of an emergency caused by water shortage, Consumer shall be subject to all city regulations regarding the restrictions on use of water during such emergency.

9. Severability: If any term or provision in this Agreement is declared to be unenforceable or unlawful, it shall not affect the remaining provisions contained herein.

10. Governing Law: This agreement and all provisions herein shall be construed by and subject to the laws of the State of Arkansas.

11. Entire Agreement: This Agreement represents the entire agreement between the parties, and neither party is relying on any statements, representations, or warranties made by one to the other either prior to or contemporaneous with the signing of this Agreement.

In witness whereof, the parties have executed this Agreement on the day and year first above written.

\_\_\_\_\_  
Mayor of Tontitown, Arkansas

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Consumer

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\_\_\_\_\_  
Mayor of Tontitown, Arkansas

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Consumer