The Atkins City Council met November 14, 2023, at 7pm at Atkins City Hall. Mayor Sweet called the meeting to order. The invocation was given by Charles May. The Pledge of Allegiance was recited. The Clerk called the roll. Attending were Mayor Sweet, City Clerk Angela Singleton, City Attorney Jacob Phillips, and aldermen present were Sean Rehm, Bro Price, Raymond Pearce, Daniel Dunn, and JoAnn Spence. Absent was Tim Waddle. Visitors: see attachment.

Bro Price moved to approve the minutes of the prior meeting. Sean Rehm seconded the motion. Motion Carried 5-0

6.Committee Reports

A. Police: no report
B. Fire Department: no report
C. Street: no report
D. Recreation: no report
E. Planning Commission: 6 permits passed. See attached minutes
F. Library: Mayor Sweet posted the hours on the sign. Janna Brinker reported they have had a great turn out since the hours have been posted.
G. Mayor Report: Mayor Sweet gave an update on McClelland projects and Bond Issue Project summary. See attached sheet. By the first of the year, the Water and Park Bond should be completed. The Sewer Bond will be the only thing left to complete. Mayor Sweet reported the Heritage Festival went well.
H. Water/Sewer
    1. Old Business: Danny Webb reported he met with engineers, maintenance, and communication technicians regarding the manholes for repairs.
    2. New Business: no report

7. City New Business

A. John Phillips (Atkins Church of Christ): Drainage/Sinkhole issue: Mr. Phillips reported ARDot has finished the drainage issue. He now would like to see what the City can help with for the rest of the drainage and pipe issues going behind the church. Mayor Sweet and City Attorney Jacob Phillips stated since the church is located on private property, it will be the church's responsibility for repairs.
B. Ordinance 2023-09: An ordinance amending Chapter 10.08.02 of the Atkins Municipal Code concerning connections fees and for other purposes.

Bro Price made a motion to read Ordinance 2023-09 by title only. Sean Rehm seconded the motion. Vote was:

Sean Rehm	Yes	Tim Waddle	Absent
Bro Price	Yes	JoAnn Spence	Yes
Raymond Pearce	Yes	Daniel Dunn	Yes

Bro Price made a motion to accept the emergency clause for Ordinance 2023-09. Sean Rehm seconded the motion. Vote was:

Sean Rehm	Yes	Tim Waddle	Absent
Bro Price	Yes	JoAnn Spence	Yes
Raymond Pearce	Yes	Daniel Dunn	Yes

C. Matthew Center contract: Mayor Sweet presented a copy of the current contract for the Matthew Center. Recommendation to add to the contract is if someone calls to cancel reservation, then they have 3 months to reschedule or they will

lose their refund/deposit. See current contract. The council members agreed for the recommendation to be added to the current contract.

D. Street Department Truck: Mayor Sweet wanted the council's input on what to do about ordering a new truck. Mitchell Moore recommends a 4WD rather than a 2WD. The council recommend the Mayor order a 4WD truck.

8. City Old Business: no report

9. Announcements: Mayor Sweet announced the 2024 Budget will be presented. Mayor Sweet is waiting on the last proposal for the tennis courts.

10. Unpaid bills, financial statements, and approval for payment: Bro Price moved to approve the payments of the City Expenses listed on the City General Bank register and Water Expenses. Raymond Pearce seconded the motion. Motion Carried 5-0

11. Executive Session: no report

12. Adjournment: Bro Price moved the meeting to be adjourned. Daniel Dunn seconded the motion. Motion Carried 5-0

Mayor, Rowdy Sweet

City Clerk, Angela Singleton

CITY OF ATKINS SEAL POPE COUNTY ARKANSAS

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 12-12-23

VISITORS PLEASE SIGN:

DATE: November 14, 2023

PRINTED NAME	SIGNATURE and ORGANIZATION (if any)
Mitchell Moore	Mitchell Moore
Stephen Pack	
Luke Sandy	Luke Sandy
John Phillips	Atkins church of Christ
Jenna Brinker	Atkins Library
Danny R Webb	City of Atkins
Charles May	
Seth Ritter	

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 12-12-23

SEAL

ATKINS CITY PLANNING COMMISSION
Nov 7, 2023

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL- Present- Robert Travis, Floyd Magers and Chris Martin
   Absent- Louis Schmoll, and Erin Horn

5. MINUTES OF PRIOR MEETING/S

6. COMMITTEE REPORTS:

7. OLD BUSINESS:
   Cassie Sotomayor-listed below. Tabled in Oct meeting due to measurements.

   A. NEW BUSINESS:
   -Permit for Industrial addition. Twin Rivers Packaging INC 602 SE 1st

   -Passed 3-0 Chris Martin moved to accept and Floyd Magers 2nd

   -Permit for pole sign. Atkins Masonic Lodge 1008 Ave 1 NW

   -Passed 3-0 Floyd Magers moved to accept and Chris Martin 2nd

   -Permit for addition/lean to. Rick Johnson 1401 SW 5th St

   -Passed 3-0 Floyd Magers moved to accept and Chris Martin 2nd

   -Permit for addition of caport. Cassie Sotomayor 505 Ave 13 SW

   - Passed 3-0 Floyd Magers moved to accept and Chris Martin 2nd

   -Permit for new structure(shop w/lean). Nicholas Casazza 1703 Ave 4 NW

   - Passed 3-0 Floyd Magers moved to accept and Chris Martin 2nd

   -Permit for single family residence. Glen Martin 1315 West Main

   -Passed 3-0 Chris Martin moved to accept and Floyd Magers 2nd

B. ANNOUNCEMENTS

C. ADJOURNMENT- Chris Martin motioned to adjourn

City of Atkins
Bond Issue Project Summary
Estimate of Probable Construction Costs
Prepared by McClelland Consulting Engineers, Inc.
Date: 11-10-23

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

Park Improvement/Upgrades		Current
North Splashpad and Park Improvements	$	631,288.17
Swimming Pool Upgrade*	$	270,000.00
Swimming Pool Building Upgrade*	$	169,784.00
McLaren Park Baseball Field Lighting	$	219,479.94
Subtotal Estimate of Probable Costs for Park Improvements/Upgrades	**$**	**1,290,552.11**
Total Parks Bond	**$**	**1,138,744.60**
Bond Funds Remaining	**$**	**(151,807.51)**
Arkansas State Parks Grant	**$**	**250,000.00**
Bond Funds Remaining	**$**	~~98,192.49~~ $0.00

Water System Improvements/Upgrades		
Galvanized Water Line Replacement	$	1,165,061.42
18-Inch Water Line Valve Additions		
Water Tank Repaint	$	249,068.32
Emergency Water Connection	$	184,150.00
GIS Update*	$	9,277.43
Cellualr to Radio (IDX)*	$	3,285.14
Ave 7 WL Replacement*	$	26,700.00 (JAN. 2021)
Water Treatment Plant High Service Pump*	$	24,879.40 (FEB, 2022)
Motion Industries *	$	4,148.18
River Valley Winwater *	$	48,511.45
Water Meter Replacement	$	1,136,088.72
Subtotal Estimate of Probable Costs for Water System Improvements/Upgrades	**$**	**2,851,170.06**
Total Water Bond	**$**	**2,609,668.73**
Bond Funds Remaining	**$**	**(241,501.33)**

Sanitary Sewer Sytem Improvements/Upgrades		
2018 Bond - Enviommental Process*	$	53,269.00
2018 Bond - IDX Equipment*	$	14,895.29
2018 Bond - Instrument & Supply *	$	17,396.27
2018 Bond - Van Horn Construction *	$	28,568.00
2018 Bond - SSES MCE	$	346,971.99
Van Horn Construction*	$	15,518.00
Felton Fence*	$	13,500.00
South WWTP Rehab	$	388,025.80
Clearing for North Pond Levee Rehab (Jimmy McGee)	$	1,500.00
North WWTP Levee Rehab	$	164,681.24
Generator/Automatic Switch Gear Installation at Pump Stations	$	351,518.20
Fence Installation At Generators**	$	13,500.00
Aerator Replacement (electric motor)	$	34,374.25
Ave 7 NE Sanitary Sewer **	$	23,151.99
Sanitary Sewer Collection System Rehabilitation	$	2,650,553.31
Subtotal Estimate of Probable Costs for Sanitary Sewer System Improvements/Upgrades	**$**	**4,117,423.34**
Total Sewer Bond	**$**	**4,893,693.56**
Bond Funds Remaining	**$**	**776,270.22**

Notes:
* Estimate provided by Owner
** Install/payment coordinated and paid by Owner
Blue text reflects projects that have been bid.

- EMERGENCY WATER CONNECTION ORIGINALLY ESTMATED @ 128,915.00. ($55,595.00 DIFF)
- THE $48,511.45 @ RIVER VALLEY WINWATER IS FOR MATERIALS PURCHASED FROM 2021 TO 2023 USED FOR UPGRADES/REPAIRS BY OUR GUYS DURING PROJECTS. IT WAS NOT A ONE TIME PURCHASE.
- THE 184,150.00 FOR EMER. WATER CONNECTION WILL BE PAID FROM RESCUE FUNDS ALREADY TRANSFERED TO GENERAL BY REVENUE REPLACEMENT.
- THE REMAINING 57,351.33 WILL BE PAID FROM WATER DEPRECIATION FUND & O&M FUND.

PLEASE READ ENTIRE CONTRACT BEFORE SIGNING

WJ MATTHEWS CIVIC CENTER
108 W MAIN
P.O. BOX 128
ATKINS AR 72823
Phone: 479-641-2900 Fax: 479-641-7052
MAKE CHECKS PAYABLE TO: MATTHEWS CIVIC CENTER

We, the undersigned, express our desire to rent the WJ Matthews Center upon the terms and conditions set forth in the agreement.
We understand that this document becomes a **legal contract** once it is accepted by a representative of the Matthews Civic Center, and that space is reserved on a first come first serve basis.

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1. **Amount of $160.00 is due two weeks prior to date**. An $85.00 refund will be issued following inspection of the facilities after renter has left building. Amount of rental: $75.00, Amount of cleaning deposit: $85.00.

2. **Damage to the Matthews Civic Center or Equipment:** The Organization and/or each individual renting the Civic Center will be held fully responsible for the rental fee and for any damage done to the Civic Center or its equipment or furnishings. The renter, whether individual or on behalf of a group, must provide some form of valid identification in the form of a driver's license, green card, or some other form of picture I.D. Copies will be made and filed with the application. The renter, whether individually or on behalf of a group, shall indemnify and hold harmless, the City of Atkins, employees from all claims of injury, damage, liability or loss, whether to person, property or personal injury of the guests or invitees of the renter while using the facility. Any maintenance or repairs necessary to return the facility to the same condition prior to rental the name of the organization or individuals who will be responsible for the rental fee and for any damages are:

Rules and Regulations: PLEASE READ ENTIRE CONTRACT.

1. All renters agree that their events and/or cleaning will conclude and they will vacate the premises **no later than 11:00 pm**

2. If your event is a wedding or wedding reception, renter agrees to have a second party sign this contract and be responsible for the buildings clean up if the bride and groom plan to leave early.

3. **The entire rental fee and cleaning deposit are due and payable when the contract is signed (2) weeks prior to event.** Renter is required, at least two (2) weeks prior to function, to advise of a reasonable approximation of the number of guest expected. **An additional $30.00 fee will be charged to you if you plan to decorate the building the day before your event.**

4. The individual signing the rental agreement shall be the responsible party for any group or organization renting the facility, knowledge of cleaning policies, and is expected to inform the other guests of those rules so that more than one person(renter) is aware of the Civic Center's cleaning policies. The renter and any organization or group shall abide by all rules, regulations, and directions of the Matthews Civic Center staff.

5. NOTICE: The Matthew Civic Center is a tobacco and alcohol FREE environment! DO NOT smoke within 30 feet of facility.

6. Dogs are not allowed.

7. **The renter is not allowed to adjust the thermostats; the thermostats will be set for you.**

8. **DO NOT place tape, staples, or tacks on the walls, floors, or ceiling!!! All decorations must be completely removed after the event. If table cloths are not used, you must clean all tables before putting back into rack.**

9. **Should kitchen be used, it must be cleaned and returned to the same condition prior to rental.** No food or waste may be left in the kitchen, and all food, grease, etc. must be taken to the trash cans located outside the building, or completely removed from the grounds to be disposed of. If your event is catered, **you** are responsible for telling your caterer these rules, and if they do not comply, **you** will be charged for the damages.

10. The renter is responsible for **cleaning all surfaces, tables and floors that your group uses**.

11. **DO NOT open any windows**

12. Adult supervision is **required** for all children and young adult activities. **Do not allow children to climb in the window seals!**

13. Should there be more than one event using the facility all parties agree to cooperate with the requests and direction of the Civic Center representatives so that the multiple use of the facility will not create undue interference or inconvenience to parties

14. The facility will be available only at the times and dates as designated by the Civic Center staff.

15. **After the renter has cleaned the key must placed in the designated area and doors locked.**

16. **If the facility is returned in a clean, undamaged condition including sweeping and wet mopping the floors and cleaning of the bathrooms and kitchen, the cleaning deposit may be refunded on the following business day by mail.**

17. **NO MONEY IS TO BE MADE IN THE WJ MATTHEW CIVIC CENTER**. Therefore no jewelry parties, benefits, concessions, bake sales, garage sales...etc. **NO EXCEPTIONS**.

18. **YOU ARE HELD BY THE CONTRACT TO PUT AWAY ALL TABLES AND CHAIRS. YOUR PARTY MUST TAKE OUT ALL TRASH. THE BUILDING MUST BE LEFT AS FOUND UPON YOUR ARRIVAL. THIS INCLUDES THE KITCHEN AND BATHROOMS. NO EXEPTIONS!**

Renter understands and acknowledges by signature of the document that any breach of the contract is ground for function being shut down and being required to vacate the facility, grounds, and parking lot immediately. Renter further understands that there will be no warnings issued and that the staff of the Matthew Civic Center (Atkins City Hall) practices a zero tolerance policy.

X _____

Renter/Responsible Party Signature