The Atkins City Council met October 8, 2024 at 7pm at Atkins City Hall. Mayor Rowdy Sweet called the meeting to order. Invocation was given by Raymond Pearce. The Pledge of Allegiance was recited. The Clerk called the roll. Attending were Mayor Rowdy Sweet, City Clerk Angela Singleton, City Attorney Jacob Phillips, and aldermen present were Sean Rehm, Bro Price, Raymond Pearce, Daniel Dunn, JoAnn Spence, and Tim Waddle. Visitors: See attached sheet.

Bro Price moved to approve the minutes of the prior meeting. Tim Waddle seconded the motion. Motion Carried 6-0

Committee Reports

Police: Chief Pack presented to the council Ordinance 2024-05: An ordinance permitting golf carts on certain streets within the City of Atkins, Arkansas; to declare an emergency; and for other purposes.

Bro Price made a motion to place Ordinance 2024-05 on its reading by title only. Sean Rehm seconded the motion. Vote was:

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

Bro Price made a motion to accept the Emergency Clause for Ordinance 2024-05. Sean Rehm seconded the motion. Vote was:

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

Fire Dept.: no report
Street: no report
Recreation: no report
Planning Commission: 2 permits passed. See attached minutes
Library: no report
Mayor Report: no report
Water/Sewer

1. Old Business
   a. Final Payment on Lift Station at Rodeo Arena: See attached invoice. Tim Waddle made a motion to make the final payment to Van Horn Construction in the amount of $124,000. Bro Price seconded the motion. Motion Carried 6-0
2. New Business
   b. Old Water Meter Bid Opening. Only 1 bid was received from Eddie Martin for a $1000. Sean Rehm made a motion to accept the bid from Eddie Martin for $1000. JoAnn Spence seconded the motion. Motion Carried 6-0
   c. CCTV Sewer Line Project Approval: Ace Pipe Cleaning contract proposal. See attachment. Sean Rehm made a motion to approve the bid from Ace Pipe Cleaning in the amount of $29,928. Tim Waddle seconded the motion. Motion Carried 6-0

7. City New Business

a. Ordinance 2024-04: An Ordinance amending Chapter 3.04 Sections 01 and 02 of the Atkins Municipal code, establishing a procedure for purchasing; declaring an emergency and for other purposes Sean Rehm made a motion to place Ordinance 2024-04 on its reading by title only.
Tim Waddle seconded the motion. Vote was:

Sean Rehm	Yes	Tim Waddle	Yes
Bro Price	Yes	JoAnn Spence	Yes

Raymond Pearce	Yes	Daniel Dunn	Yes

Sean Rehm made a motion to accept the Emergency Clause for Ordinance 2024-04. Tim Waddle seconded the motion. Vote was:

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

b. Ordinance 2024-05: See above under Police Committee Reports.

8. City Old Business: no report

9. Executive Session: No report

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. Tim Waddle seconded the motion. Motion Carried 6-0

11. Announcements: Holly Boren came to report her neighbor's property, Mrs. Beasley's, as being unsightly. Mayor Sweet stated the City will mow the property and put a lien on the property. Mayor Sweet has asked everyone to pray for the ones affected by the hurricane in Florida. JoAnn Spence asked about the tennis courts. Mayor Sweet stated it will take at least a half million dollars to fix the courts. Mayor Sweet will be meeting with Athletic Director Matt Porter regarding the tennis courts and present an agreement between the AYA and the school.

12. Adjournment: Daniel Dunn moved the meeting adjourned. JoAnn Spence seconded the motion. Motion Carried 6-0

Mayor, Rowdy Sweet

City Clerk, Angela Singleton

SEAL

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 11-12-2024

VISITORS PLEASE SIGN:

DATE: October 8, 2024

PRINTED NAME	SIGNATURE and ORGANIZATION (if any)
Holly Boren	Holly Boren
Angela Watkins	
Sherry Reel	
Bobbie Turner	
Roy Pitts	Roy Mark Pitts
Janet Pitts	Janet Pitts
Luke Sandy	
Stephen Reed	
Eddy Martin	Eddy Martin
Michele Ruffin	Michele Ruffin
Terry Bowden	Terry Bowden

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 11-12-2024

SEAL
CITY OF ATKINS
POPE COUNTY ARKANSAS

The Atkins City Council met November 6, 2024 at 6pm at Atkins City Hall for a special budget meeting. Mayor Rowdy Sweet called the meeting to order. Attending were Mayor Rowdy Sweet, City Clerk Angela Singleton, aldermen present were Sean Rehm, Bro Price, Raymond Pearce, Daniel Dunn, JoAnn Spence, and Tim Waddle.

Mayor Sweet presented the 2025 City of Atkins Budget to the council. Mayor Sweet stated depending on what is approved the expenditures could go up by $28,000 from 2024. Mayor Sweet commented the E911 Fair Share will decrease by at least $9000. This will be corrected before the December meeting.
Mayor Sweet presented a possible higher increase for Alicia compared to what surrounding cities are being paid for the same position. The city council agreed to raise Alicia's pay by $1.50 for the year 2025 and then another additional $1.50 for 2026.
Mayor Sweet presented to the council a proposal of a $0.50 raise for all employees. City Council agreed to keep Danny Webb and Terry Gardner at $30/hr with no additional raises. City Council agreed to raise the rest of the employees by $0.50.
Mayor Sweet presented to the council Austin Ballard's Wastewater licenses result. Austin has passed all required tests.
Mayor Sweet presented to the council 2 quotes from Red River Dodge. One quote for 2025 Dodge Durango with a V8 engine for $44,576. Another quote for 2025 Dodge Durango with a V6 engine for $41,276. Council agreed to the V8 engine for $44,576. Mayor Sweet will update this in the budget for December.
Mayor Sweet stated the city has switched all phones over from Bright Speed to Optimum, saving the city at least $450/month.
Mayor Sweet will leave about $300,000 in the general fund and move the rest to the investment fund. Since moving the funds with the 5% interest, the city has made about $15,000 in interest.
Mayor Sweet will raise the County Sales Tax to $635,000 from $610,000, and raise the City Sales Tax from $225,000 to $230,000.
The Worker's Comp is increasing from $150 to $600 based on the numbers from Municipal League.
Mayor Sweet is still planning to meet with Atkin's Athletic Director Porter regarding an agreement between the City, the school, and the AYA.
Raymond Pearce moved the meeting adjourned. Daniel Dunn seconded the motion. Motion Carried 6-0

Mayor, Rowdy Sweet

City Clerk, Angela Singleton

CITY OF ATKINS ★ SEAL ★ POPE COUNTY, ARKANSAS

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 11-12-2024

ATKINS CITY PLANNING COMMISSION
Oct. 1, 2024

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

5. MINUTES OF PRIOR MEETING/S: Motion to approve Chris Martin, second Erin Horn.

6. COMMITTEE REPORTS:

7. OLD BUSINESS:
   No old business

A. NEW BUSINESS:

-Permit- Sign permit-Dollar General 1400 N. Church Street

-Passed-Erin Horn motion to approve and Chris Martin 2nd. Approved 4-0

-Permit-Pat Nahlen 504 SE 4th Street-Addition/Awning

-Passed-Erin Horn motion to approve and Chris Martin 2nd.

Approved 4-0

B. ANNOUNCEMENTS-N/A

C. ADJOURNMENT- Chris Martin motioned to adjourn Louis Schmoll second.

790 TYLER ROAD
RUSSELLVILLE, AR 72802
PHONE: 479.968.2514
FAX: 479.968.2570
www.vanhornconstruction.com

Invoice

City of Atkins
PO Box 128
Atkins, AR 72823

INVOICE #	1611
DATE	9/16/2024
TERMS	*DUE ON RECEIPT*
FOR JOB:	24-127

QTY	DESCRIPTION	UOM	RATE	AMOUNT
	North Pump Station Repairs per quote dated 7-15-2024		124,000.00	124,000.00

Sub Bond

PLEASE REMIT PAYMENT TO:

VAN HORN CONSTRUCTION, INC.
790 TYLER ROAD
RUSSELLVILLE, AR 72802

AMOUNT DUE	$124,000.00

THANK YOU FOR YOUR BUSINESS!

ACE PIPE CLEANING
A Carylon Company

6601 Universal Avenue
Kansas City, MO 64120
p: (816) 241-2891
f: (816) 241-5054
office@acepipe.com

CONTRACT PROPOSAL

Date: 9/19/24

Customer: City of Atkins
Attn: Mayor Rowdy Sweet
Address: 310 NE 1st Street
Atkins AR 72823
Email: mayorsweet@atkinscity.org

Proposal #: 24-486R1

1. **PROJECT DESCRIPTION:**
Atkins, AR – FY-2024- Clean and Inspect

2. **SCOPE OF WORK:**
Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

APC will perform light and heavy cleaning and inspection by CCTV on approximately 6,000 feet of 6-12 inch sanitary sewer pipes as directed by customer in Atkins, AR.

3. **PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Mobilization/Demobilization	1	ls	$ 3,000.00	$ 3,000.00
light clean street	2000	lf	$ 1.95	$ 3,900.00
CCTV street	2000	lf	$ 1.15	$ 2,300.00
reverse inspection	12	ea	$ 155.00	$ 1,860.00
light clean easement	4000	lf	$ 2.75	$ 11,000.00
CCTV easement	4000	lf	$ 1.35	$ 5,400.00
disposal at city facility	4	hr	$ 242.00	$ 968.00
traffic control <35mph	6	day	$ 250.00	$ 1,500.00
			TOTAL ESTIMATED PRICE	$ 29,928.00

Payment shall be due Net 30 days from APC's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

4. **SCHEDULE:** To be determined upon acceptance of this Proposal.

5. **CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:** The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES __ NO _x_
If yes, please provide Wage Determination.

TAX EXEMPT? YES _x_ NO __
If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: *Casey Carbentine* Date 9/19/24 Title: Ops Manager	Signed: _____ Date _____ Title: _____

CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. CLARIFICATIONS:

   a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.

   b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.

   c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.

   d. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.

   e. Customer will obtain all necessary permits.

   f. APC will provide light traffic control (cones) if needed.

   g. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm up to 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.

   h. The CCTV inspection will be performed using a robotic camera capable of recording the condition of the pipe. Data will be generated in digital and physical report format and will provide logged information of pipe condition, calling out defects (such as root intrusions, pipe separations, cracks, decay, and crumbling) as necessary. All APC data technicians are NASSCO PACP certified.

   i. For CCTV inspections that have 1,000 feet or more of Data, there will be a minimum 2 week turn-around for deliverables.

2. ASSUMPTIONS:

   a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be within 150 feet from the access point. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.

   b. Customer will coordinate the Work with any private property owners.

   c. Customer will provide environmentally responsible disposal site.

   d. Customer will provide water for cleaning and access to hydrant and hydrant meter.

   e. Pricing is subject to change 30 days from the date of the proposal.

   f. There are no hazardous materials present in the project area.

Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability , loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure, or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.