The Atkins City Council met January 14, 2025 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 Attorney Jacob Phillips, and aldermen present were Sean Rehm, Bro Price, Raymond Pearce, Daniel Dunn, JoAnn Spence, and Tim Waddle. Absent was City Clerk Angela Singleton. Visitors: See attached sheet.

Judge Ben Cross swore in all of the council members.

Tim Waddle to approve the minutes of the prior meeting. Raymond Pearce seconded the motion. Motion Carried 6-0

6. Committee Reports
    a. Police: Chief Pack introduced Trustin Deaver to the council members.
    b. Fire Dept: no report
    c. Street: no report
    d. Recreation: no report
    e. Planning Commission: 5 permits passed. See attached minutes
    f. Library: no report
    g. Mayor's Report: Mayor Sweet wanted to thank all of the departments, all of the employees, and all of the council members for a great year the City Atkins had this past year. The Atkins Fire Department is selling the brush truck and the Pea Ridge Fire Department has made a verbal offer of $15,000. Chief Cheek stated the Pea Ridge Fire Department helps them on several calls throughout the year and has made several comments of them wanting to purchase our old brush truck. The council has agreed for Mayor Sweet to have a resolution for the February meeting for the sale of the brush truck to the Pea Ridge Fire Department. Mayor Sweet had a meeting with the Atkins Athletic Director, Matt Porter. Mayor Sweet asked how the gate money was used at ball games and Coach Porter stated to pay the referees. Coach Porter asked if the City could help with getting a new scoreboard for the baseball field, and Mayor Sweet stated he would discuss this with the council. Mayor Sweet sent a sample agreement to Coach Porter between the City of Atkins and the Atkins School District. Coach Porter stated this all information discussed will be gone over with the superintendent, Dr. Lori Edgin. Mayor Sweet asked the council what they would like to do with the old lawn mower. Mitchell stated the old lawn mower is currently sitting at Carr's Chain Reaction in Russellville, and they stated they could replace the deck for $3000. Mitchell told the council this would be a great back-up mower for the city. The council agreed to put a new deck on the old mower for $3000. Mayor Sweet asked the council if they would like to have the dump truck repaired for $3000? Mitchell stated the fuel line, hydraulics lines on the bed, and the fan motor on the air conditioner would need to be replaced. Mitchell stated the compression test done by Price Ag was good. The council agreed to move forward with the repairs. Mayor Sweet stated Jordan's Gas Station bought the Exxon building and are in the process of construction.
7. City New Business
    a. Resolution 2025-01: 2024 Revised Budget: Be it resolved by the City Council of Atkins, County of Pope, State of Arkansas, A Resolution adopting the 2024 revised

budget for the City of Atkins, Arkansas. Bro Price made a motion to place Resolution 2025-01 on its reading. Sean Rehm seconded. Vote was:

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

b. Ordinance 2025-01: An ordinance to waive the competitive bidding requirements for the purchase and installation of three programmable logic controllers for filter control and monitoring at the Atkins Water Treatment plant; declaring an emergency; and, for other purposes. JoAnn Spence made a motion to place Ordinance 25-01 on its reading. 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

c. Resolution 2025-02: A resolution appropriating funds from the City General fund to the 2025 Budget. This resolution is for the $1.00 raise for Trustin Deaver after his completion at the Police Academy. Daniel Dunn made a motion to place Resolution 2025-02 on its reading. 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

8. City Old Business: no report
9. Water/Sewer
   a. Old Business: no report
   b. New Business: no report
10. Executive Session: No report
11. 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. Sean Rehm seconded the motion. Motion Carried 6-0
12. Announcements: Mayor Sweet gave the council information regarding the contract with LRS. At this time, the City will not be able to bid out the trash service until January 2026. See attached email and contract.
13. Daniel Dunn moved the meeting adjourned. Tim Waddle seconded the motion. Motion Carried 6-0

Mayor, Rowdy Sweet

FILED
Angela Singleton, City Clerk
City of Atkins
SEAL
Date: 2-11-2025

City Clerk, Angela Singleton

VISITORS PLEASE SIGN:

DATE: January 14, 2025

PRINTED NAME	SIGNATURE and ORGANIZATION (if any)
Terry Bowden	
Kevin Gardner	LRS
Mitchell Moore	
Stephen Rich	
Luke Sawyer	
Trustin Weaver	
Seth Calmes	EMS
Danny Webb	City of Atkins
Church Check	

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 2-11-2025

SEAL
CITY OF ATKINS
POPE COUNTY, ARKANSAS

ATKINS CITY PLANNING COMMISSION
Jan. 7, 2025

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL- Present- Jerry Don Barrett, Floyd Magers, Erin Horn, Chris Martin and Louis Schmoll.
   Absent- None

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- New Structure, single family residence-modular home. Warrior Properties LLC(Brent Boyer)-545 SW 3rd Street

-Passed-Louis Schmoll motion to approve and Floyd Magers 2nd. Approved 5-0

- Permit- New Structure, single family residence-modular home. Warrior Properties LLC(Brent Boyer)-551 SW 3rd Street

- Passed-Louis Schmoll motion to approve and Floyd Magers 2nd. Approved 5-0

-Permit-New Structure, mobile home. Melba Woods/Mike Martin-3506 West 64

- Passed-Lou Schmoll motion to approve and Floyd Magers 2nd Approved 5-0

-Permit-New Structure, carport. Billy Cheek-2102 N. Church Street

- Passed-Louis Schmoll motion to approve and Floyd Magers 2nd. Approved 5-0

-Permit-New Structure, carport on existing slab. Connie Sorrels-407 NW 1st Street

- Passed-Louis Schmoll motion to approve and Floyd Magers 2nd. Approved 5-0

B. ANNOUNCEMENTS-N/A

C. ADJOURNMENT- Chris Martin motioned to adjourn Floyd Magers second.

Rowdy Sweet
Mayor

Phone: 479-641-2900
Fax: 479-641-7052

CITY OF ATKINS

310 N.E. 1st Street P.O. Box 128
Atkins, AR 72823

Angela Singleton
City Clerk

Jacob Phillips
City Attorney

January 8, 2025

REF: LRS CONTRACT

FROM: Mayor Rowdy Sweet

TO: City Council

I emailed the LRS contract to the City Attorney (Jacob Phillips) for review and the city can not bid out the trash service until January 2026. The raise in rate is in line with the terms of the contract. I have attached the contract and information for you to review. I did not put this on the agenda due to no decisions to be made until the contract is up. I just wanted you all to have the information.

Mayor Rowdy Sweet

Mayor Rowdy Sweet

From: Jacob Phillips <jacob@russellvilleattorneys.com>
Sent: Sunday, December 15, 2024 1:24 PM
To: Mayor Rowdy Sweet
Subject: RE: LRS CONTRACT

Follow Up Flag: Follow up
Flag Status: Flagged

Mayor,

I reviewed the contract. Like you said, the contract will end December 31, 2025. The annual rate adjustment is specifically stated in the contract and hasn't exceed 4%. In the event LRS attempts to raise the rates again between now and December 31, 2025, the city can dispute it.

Jacob A. Phillips
Attorney at Law
312 West Main Street
Russellville, AR 72801
Telephone: (479) 967-8100
Facsimile: (479) 890-6957
Email: jacob@russellvilleattorneys.com

From: Mayor Rowdy Sweet <mayorsweet@atkinscity.org>
Sent: Wednesday, December 11, 2024 8:55 AM
To: Jacob Phillips <jacob@russellvilleattorneys.com>
Subject: FW: LRS CONTRACT

Just wanted to update you on this contract. I looked over it because I thought is seemed too soon to be over. The contract goes until December 2025 and it speaks specifically to the rate increase annually and the amounts. So looks like we will not need to do anything, if you could review it also. Thank you.

From: April Crabb <april@atkinscity.org>
Sent: Wednesday, December 11, 2024 7:53 AM
To: mayorsweet@atkinscity.org
Subject: LRS CONTRACT

I read where it is up on December 31, 2025

December 10, 2024

The Honorable Rowdy Sweet, Mayor
City of Atkins
310 NE 1st Street
Atkins, AR 72823

Dear Mayor Sweet and City of Atkins Council,

Pursuant to the "Refuse Collection and Disposal Agreement" between LRS South, LLC and the City of Atkins for the collection, transportation and disposal of household accumulated trash within the City's limits, LRS is requesting an annual rate adjustment to be effective February 1, 2025.

The rate adjust to be a total of 5%, 4% for the Consumer Price Index Garbage and Trash Collection and 1% for disposal increases in accordance with VII. a. ii. Rate Adjustments.

ii. **Rate Adjustments.** Annually, the monthly service fee per Residential Unit shall be adjusted on each anniversary of the effective date of this Agreement by the Consumer Price Index for the Garbage and Trash Collection (CPI-U G&TC) as published by title Bureau of Labor Statistics for the 12 months rolling period for month of July to allow for 30-day notice prior to the anniversary date of this Contract. Annual increase will not exceed 4% in the second and subsequent years.

Notwithstanding anything to the contrary in this Agreement, Contractor may request to city modification in rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state, or federal laws or regulations, disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

This will include all residential services provided by our company. The current US Bureau of Labor Statistics Labor Consumer Price Index is attached.

Year	1/1/2024-12/31/2024	2/1/2025-12/31/2025
CONTRACTED RESIDENTIAL RATES (Billed by City)		
96 Gal - Trash ONLY 1x/wk.	$ 11.25	$ 11.82
CONTRACTED RESIDENTIAL RATES (Billed by Contractor)		
Additional Cart	$ 5.00	$ 5.25

Thank you for trusting in us and please reach out with any questions or concerns.

Respectfully,

Larry Smith

Municipal Services Manager

CC: Kevin Gardner, Director Municipal Affairs

U.S. Bureau of Labor Statistics

Consumer Price Index - Garbage and Trash Collection

U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Economic News Release > Consumer Price Index

Economic News Release

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, October 2024

[1982-84=100, unless otherwise noted]

Expenditure category	Relative Importance Sep. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Oct. 2023-Oct. 2024	Sep. 2024-Oct. 2024	Jul. 2024-Aug. 2024	Aug. 2024-Sep. 2024	Sep. 2024-Oct. 2024
Garbage and trash collection(1)(10)	0.327	4.0	0.3	0.3	0.6	0.3

Footnotes

(1) Not seasonally adjusted.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 2007=100 base.
(5) Indexes on a December 2005=100 base.
(6) Indexes on a December 1986=100 base.
(7) Indexes on a December 1993=100 base.
(8) Indexes on a December 2009=100 base.
(9) Indexes on a December 1990=100 base.
(10) Indexes on a December 1983=100 base.
(11) Indexes on a December 2001=100 base.
(12) Indexes on a December 2019=100 base.
(13) Indexes on a December 1982=100 base.
(14) Indexes on a December 1996=100 base.

12-Month Percent Change
Series Id: CUUR0000SEHG02,CUUS0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100

Download: xlsx

Year	Oct
2021	5.3
2022	5.8
2023	6.5
2024	4.0

CITY OF ATKINS
REFUSE COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into as of this 28th day of December 2023, by and between the City of Atkins, a municipal corporation in Pope County, Arkansas, party of the first part, hereinafter referred to as the "City", and LRS South, LLC of the second part, hereinafter referred to as the "Contractor", WITNESSETH:

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection and disposal of garbage and rubbish in the residential zone districts of the City and is required to take such measures by federal, state, and local legislation and desires to contract for performance of said services with another party; and

WHEREAS, the Contractor has previously provided refuse services for the City and Contractor desires to continue to provide services for the collection, transportation and disposal of daily household accumulated trash within the City upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

AGREEMENT

DEFINITIONS

Whenever the following definitions and terms of pronouns in place of them are used in the specifications of the other contract documents the intent and meaning shall be interpreted as specified in this section.

Acceptable Waste - shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass, and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained within a 96 or 65-gallon cart placed curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise.

Bulk Item - shall mean furniture or waste material from a residential source other than Excluded Waste, with a weight or volume greater than that allowed for Carts. Bulky items shall include small furniture, rugs, countertop appliances or items that can be safely handled by (1) person and weigh less than 45 pounds. Bulk items would not include any regular refuse, loose *or* scattered materials, waste generated by a household business or any other commercial business, concrete, brick, asphalt, roofing, cars, motorcycles, boats or parts of vehicles or any other Excluded Waste.

Construction Debris - shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

Excluded Waste - shall mean, without limitation, any Hazardous Waste, Construction Debris, White Goods, or Yard Waste.

Hazardous Waste - shall mean wastes, in any amount, which are defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by

or pursuant to federal or state law, or wastes, in any amount, which are regulated under federal or state law. For purposes of this agreement, the term Hazardous Wastes shall also include containerized wastes, the contents of which are not able to be identified; waste from a pollution control process or cleanup of a spill of a chemical substance *or* commercial product; waste tires; biohazards or regulated medical waste; waste from commercial units; friable asbestos; soil, sod, yard waste, tree branches and stumps; liquid paint; motor oil or other automotive fluids of any kind; combustible fluids and materials; automotive batteries; fluorescent bulbs; pesticides, herbicides, insecticides or fertilizers; or any item too large or heavy to be contained within a 96- gallon Cart; or any waste or material that is prohibited from being received, managed *or* disposed of at the disposal facility.

Residential Unit - shall mean a dwelling within the corporate limits of the City by a person or persons as a domicile. Duplex, Triplex, or town Homestyle buildings with four (4) or less individual dwellings shall be considered Residential Units and therefore, shall be included in the Agreement.

White Goods - shall mean discarded refrigerators, kitchen ranges, water heaters, freezers, air conditioners, washer and dryers and other similar domestic large appliances, and are not Acceptable Waste.

Yard Waste - any waste materials typically derived from landscaping; including but not limited to grass clippings, leaves, trimmed branches, and shrubbery, and are not Acceptable Waste.

TERM:

I. The initial term of this Agreement shall be for two (2) years commencing on January 1, 2024, and ending on December 31, 2025.

II. **Services.** Contractor shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste materials collection to all Residential Units of the City, which currently consists of approximately 1,286 Residential Units, and to provide collection using metal commercial containers and carts as needed for City Owned Facilities. As part of the service, Contractor shall:

   a. **Supply Cart Service.** Each Residential Unit shall be provided with a 96-gallon cart for Acceptable Waste. New Residential Units will be provided with a 96-gallon Cart for Acceptable Waste, the units are added and billed through the city services. The carts and equipment Contractor furnishes residents, and the City shall always remain contractors inventory property. Additional carts will also be billed through city services. Residents will be responsible for any damage to the cart caused or determined to be caused by resident. Resident could be held responsible for damages to the cart rendering unfit for collection. The cost of cart replacement if destroyed or rendered unusable due to resident's misuse will be $100.00 which includes delivery charges of replacement cart.

   b. **Acceptable Waste Collection Frequency.** Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a designated collection day to be agreed by Contractor and the City. Quarterly curbside clean up to include Acceptable Waste and Bulk Items will occur during the months of March, June, September and December. Exact days and times shall be agreed upon at least one month in advance. Contractor to contact the City.

c. **Time and Placement of Acceptable Waste Collection.** Collections at Residential Units shall occur during ordinary hours but in no instance earlier than 6:00AM. All Acceptable Waste from Residential Units must be placed at the curb for collection no later than 6:00AM on the scheduled day of collection, no further than two (2) feet away from pavement line or gravel line of such street or road adjacent to customer's property. The Contractor will provide the city a map of collection service days. If at any time the Contractor needs to permanently adjust service days, the Contractor is required to notify the City at least two (2) weeks prior to any changes in the schedule. Contractor will notify residents in writing by mail or flyer for proper communications and instructions.

d. **Holidays.** The Contractor may re-adjust its collection schedule for holidays in a manner to ensure once weekly pickup and communication with the city no less than two (2) weeks prior to holiday.

e. **Care and Diligence.**

   i. The Contractor shall exercise all reasonable care and diligence in collecting solid waste. The city will encourage residents to provide and use contractor provided containers.

   ii. The Contractor must exercise due care so as to prevent spilling, scattering or dropping of solid waste through collection activity and shall immediately at the time of occurrence clean up such spillage, dropping or scattering.

f. **Collection Trucks.** The Contractor agrees to use well-maintained, enclosed, leak proof packer-type truck bodies for all regularly scheduled solid waste collection.

   i. The Contractor's truck or trucks so used shall be prominently identified on the side with the name of the Contractor and phone number.

   ii. Each collection vehicle shall be always kept in a sanitary condition. To ensure compliance herewith the City reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary conditions.

g. **Inclement Weather.** In the event that the Contractor misses a collection day because of inclement weather, the Contractor shall adjust the collection schedule so that the residences that were missed shall receive service on the first available collection day following the inclement weather, so as to adhere to the once-per-week collection service. The Contractor shall make all reasonable efforts to publicize the modified collection schedule so that residents will know in advance when their trash will be collected. During extreme weather events where roads are impassable and declared unsafe for travel the City and Contractor will work together to resume service when safe to travel which may require picking up waste and recycling material the following week.

III. **Contractor to Indemnify City.** The Contractor shall expressly bind himself to indemnify and save harmless the City and its representatives, agents and employees from all suits or actions of every kind and description when such suits or actions arise from acts, omissions or negligence of the Contractor, his servants, or his agents, including sub-Contractors. The Contractor shall likewise bind himself to indemnify and save harmless the City and its representatives, agents, and employees for or on account of any injury or damage received or sustained by the Contractor or

his servants.

IV. **Insurance.** The Contractor shall secure and maintain throughout the duration of this Contract insurances of such types and not less than amounts as hereinafter listed. Prior to the commencement of work, the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days' advance written notice to the City and the City's approval. The City shall be listed on policies as an "additional insured".

a. **Worker's Compensation and Employer's Liability.** This insurance shall protect the Contractor against all claims under the Workers Compensation Law. The Contractor shall also be protected against claims for any reason which may not fall within the provisions of Workers Compensation Law. The liability limits shall not be less than the following:

Worker's Compensation	Statutory Amount
Employer's Liability	$100,000.00 each person

b. **Liability Insurance.** No permits shall be issued until and unless the applicant, in addition to all other requirements set forth, shall file, and maintain with the City Clerk, evidence of a satisfactory public liability insurance policy, covering all operation of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, as follows:

Auto Liability Insurance.

Personal injury limits of not less than five hundred thousand dollars ($500,000.00) combined single limit per occurrence.

General Liability.

Personal injury with a combined single limit per occurrence, including products and completed operations, of five hundred thousand dollars ($500,000.00) and one million dollars ($1,000,000.00) general aggregate.

Property damage with limits of not less than five hundred thousand dollars ($500,000.00).

V. **Title to Waste.** Contractor acquires title to Acceptable Waste when loaded onto Contractor's trucks. Title to and liability for any non-conforming or Excluded Waste will remain with the resident, commercial, or industrial customer at all times even if loaded onto Contractor's trucks.

VI. **Assignment.** This Agreement may be assignable by the Contractor without the written consent of the City, but, subject to that restriction, shall be binding upon and inure to the benefit of, the successors and assigns of the Contractor. Should the Contractor decide to sell his business during the effective term of this agreement, Contractor shall notify the City as soon as reasonably possible. The City must not unreasonably withhold the approval of the assignment to the new owners and honor the terms and conditions of this agreement.

VII. **Collection Fees & Payments (Residential & Senior).** The City included in this Contract has adopted an ordinance requiring every occupied dwelling unit to subscribe to the collection and disposal service of the City.

CITY OF ATKINS
REFUSE COLLECTION AND DISPOSAL AGREEMENT

a. **Fee and Payments.**

i. **Base Service Fee per Residential Unit.** The fees per Residential Unit, per month, shall be $11.25. The monthly fee paid to Contractor by the City for service of Residential Units shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit *[e.g.,* Current House Count x Fee= Monthly Invoice Amount].

ii. **Rate Adjustments.** Annually, the monthly service fee per Residential Unit shall be adjusted on each anniversary of the effective date of this Agreement by the Consumer Price Index for the Garbage and Trash Collection (CPI-U G&TC) as published by title Bureau of Labor Statistics for the 12 months rolling period for month of July to allow for 30-day notice prior to the anniversary date of this Contract. Annual increase will not exceed 4% in the second and subsequent years.

Notwithstanding anything to the contrary in this Agreement, Contractor may request to city modification in rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state, or federal laws or regulations, disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

iii. **Invoices and Payment.** Payment will be made to the Contractor by the City in an amount identified in the most current Ordinances adopting fee for refuse removal and shall be paid every month for services rendered the month prior. City to remit payment based on City collections monthly to Contractor. City shall have thirty (30) days following the month of service to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The monthly collection fee shall be as posted in Exhibit A as follows to begin January 1, 2023.

VIII. **City Owned Properties.** Contractor agrees to service City Owned Properties/ facilities for Municipal Solid Waste. Contractor agrees to work with city on proper sizing of containers and pickup as needed. City properties listed below are included in the contract at no additional charge to the city.

a. **City Property Locations.**

i. City Hall, Fire Dept. and Police Station, 310 NE 1st Street, (1) 4-yard dumpster - Pricing Included City Bid No Charge

ii. Waste Water Treatment Plant, 300 SE 15th Street, (2) 2-yard dumpsters - Pricing Included City Bid No Charge

iii. City Baseball Park, 201 NE 8th Street, (1) 4-yard dumpster out of season and (1) 6-yard dumpster in season - Pricing Included City Bid No Charge

iv. City Maintenance Shop, 102 SE 6th Street, (1) 6-yard dumpster – Pricing Included City Bid No Charge

v. City Swimming Pool, 604 SE 4th Street, (1) 4-yard dumpster - Pricing Included City Bid No Charge

CITY OF ATKINS
REFUSE COLLECTION AND DISPOSAL AGREEMENT

IX. **Default and Termination.** The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have:(i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement If the defaulting Party fails to

X. **Force majeure:** Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God, pandemic, or other similar contingency beyond the reasonable control of the Contractor or the City. If such circumstances persist for more than ten (10) days or if after their cessation either party is unable to render full or substantial performance for a period of seven (7) days, written notice may be given to the other party ten (30) days in advance, and the agreement may be cancelled.

CITY OF ATKINS
REFUSE COLLECTION AND DISPOSAL AGREEMENT

Exhibit A

PROPOSAL FORM
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

To:	City of Atkins 310 NE 1st Street Atkins, AR 72823	Bidder:	LRS-South 9505 US Highway 64 E Atkins, AR 72823

The proposal amount below shall be a base rate billed to the city. The City intends the proposal to determine the best qualified Contractor to meet the needs of the citizens of Atkins. Services will be billed by the City. Base rates provided are before city fees and taxes. LRS has provided a fair and honest price; however, we are always willing to negotiate in the best interest of both parties.

$11.25 per month

- Two (2) year contract. To include:
- (1) 95-gallon cart to all City provided customers and service weekly.
- Quarterly curbside clean up. No additional charge.
- Containers and weekly or as needed service at City properties. No additional charge.
  - Currently 4 – 4-yard dumpsters and 3 – 2-yard dumpster.
- Additional cart $5.00, billed direct by Contractor.

CITY OF ATKINS

REFUSE COLLECTION AND DISPOSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seal is affixed hereto on this day and year first above written.

THIS CONTRACT will be awarded to LRS South, LLC and shall take effect and be in force with the approval decision of the Council.

LRS South, LLC, Contractor

By: Kevin Gardner

X: _____

Authorized Representative

Title: Director of Governmental Affairs

City of Atkins, Arkansas

By: Rowdy Sweet

X: _____

Title: Mayor, City of Atkins

City of Atkins Clerk

Attest: Angela Singleton

X: _____