The Atkins City Council met April 14, 2026 at 7pm at Atkins City Hall. Mayor Rowdy Sweet called the meeting to order. The invocation was given by Raymond Pearce. The Pledge of Allegiance was recited. The City 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.

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

6. Committee Reports
   a. Police: Officer Luke Sawdy reported Justin Cochran graduated from the Academy. Officer Sawdy wanted to recognize Officer Cochran on how well he did at the Academy. Out of 78 people, Officer Cochran placed 2nd in firearms and placed 2nd in emergency vehicle operation. The new patrol car is now in service and the flock cameras will be installed.
   b. Fire Dept: no report
   c. Street: Department Head Mitchell Moore reported the paving has been completed on Ave 8 NE. Councilmember Bro Price asked if a speed bump could be installed on 5th Street. Mitchell stated that one can be installed.
   d. Recreation: Mitchell Moore reported the Splash Pad will be opened May 1st and the City Pool will be opened May 30th. Mitchell stated he spoke with Jan with Parks and Recreation in Morrilton, and she stated they may not be able to open their pool this year. Councilmember Sean Rehm asked about the parking behind Atkins Free Will Baptist Church for the ballfields. Mitchell stated he has called Duffield several times about a donation, but he has not received a call back. Mayor Sweet stated he would contact State Representative Matt Duffield.
   e. Planning Commission: 4 permits passed. See attached minutes.
   f. Library: Kim Tise reported 2100 visitors and 32 programs in March. They had 2 separate Easter programs to where a total 80 children attended. Mitchell delivered top soil for the flower beds and they will be having a planting party. They are also getting ready for Pickle Fest.
   g. Mayor's Report: Mayor Sweet requested a motion to add a late item to the agenda. This will be for the bids on the generator. Sean Rehm made a motion to add a late item. Tim Waddle seconded the motion. Motion Carried 6-0

7. City New Business:
   a. Mark Wood: tabled fire ordinance: Councilmember Bro Price asked what good will a fire ordinance do that is not covered now. Seth Cochran stated the Fire Department is not allowed to write tickets and according to the State, no one is allowed to burn trash. Currently what is in the ordinance is covered by State law. Councilmember Sean Rehm stated when the fire department is called, they respond. Seth Cochran stated when ADEQ is involved, then the Fire Department cannot be involved as well. Since no councilmember has brought this ordinance to the Mayor's attention, it can remained tabled. Bro Price made a motion to keep the fire ordinance tabled. Raymond Pearce 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 26-03: SCADA System. An ordinance to waive the competitive bidding requirements for the purchase and installation of SCADA (Software/Controls for Water Treatment Plant Operations) System upgrade at the Atkins Water Treatment Plant; declaring an Emergency; and, for other purposes. Bro Price made a motion to place Ordinance 26-03 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

Bro Price made a motion to accept the Emergency Clause on Ordinance 26-03. 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. Twin Rivers agreement: Mayor Sweet presented to the councilmembers an agreement from Twin Rivers stating the payment of all wastewater-related fines assessed upon the Company by Atkins. The purpose of this Agreement is to memorialize the agreement between the Company and Atkins, pursuant to which the Company shall pay the Fine Payment in exchange for Atkin's release of claims. Twin Rivers will pay $303,931.36 to the City of Atkins. See attachment. Sean Rehm made a motion to accept the Twin Rivers agreement. Bro Price seconded the motion. Vote was:

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

d. New checking account for the North Sewer Pond. Sean Rehm made a motion to open a new checking account with Centennial Bank for the North Sewer Pond. 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

e. Stipend for new hire: Street Department: Zach Rollins was hired January 14th. Raymond Pearce made a motion to give Zach Rollins the $400 stipend. Bro Price seconded the motion. Vote was:

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

f. New Police Department officer Academy completion raise: Bro Price made a motion to give a $0.50 raise to Justin Cochran for completion of the Police Academy. 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

g. Late item: Generator Bid. The only bid received was from Doug Spence for $500 on the engine. Daniel Dunn made a motion to accept the $500 bid from Doug Spence. Bro Price seconded the motion. Vote was:

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

8. City Old Business: Mayor Sweet spoke with Robert Galla about the alley way he was inquiring about at the last meeting at 202 SE 3rd. Mayor Sweet stated he will bring a resolution to the next meeting.
9. Water/Sewer
   a. Old Business: no report
   b. New Business: no report
10. Executive Session
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 and the bill to McClellan. Sean Rehm seconded the motion. Motion Carried 6-0
12. Announcements: Mayor Sweet announced Pickle Fest coming up. Mayor Sweet spoke with the gentleman who purchased the old corner store. He stated he is fixing the building to sell deli meat and have convenience store items. Councilmember Tim Waddle asked about the old Taco Bell building because they have not mowed. Mayor Sweet stated he would send an email to the contact. Councilmember Bro Price questioned the burnt house on Hwy 64 by the Dollar General. Officer Luke Sawdy stated the next of kin was asking if we had a permit about demolition. He would like to bury everything in the basement and cover it up. Councilmember JoAnn Spence asked if gravel could be put down the alley by Spence's Flower Shop due to animals pooping there. Mayor Sweet stated he will have City Attorney Jacob Phillips send the tenants in the area a notice first.
13. Daniel Dunn moved the meeting adjourned. Bro Price 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: 5-12-26

VISITORS PLEASE SIGN:

DATE: April 14, 2026

PRINTED NAME	SIGNATURE and ORGANIZATION (if any)
Mitchell Moore	
Mark Wood	
Robert Galla	
Kim Tate	
Seth Cochran	Fire/EMS
Austin Bullard	Water Plant
Brandon Harris	
Luke Sandy	
Justin Cochran	

FILED
Angela Singleton, City Clerk
City of Atkins
SEAL
Date: 5-12-26

ATKINS CITY PLANNING COMMISSION
April 7, 2026

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

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

6. COMMITTEE REPORTS:

7. OLD BUSINESS:
   No old business

A. NEW BUSINESS:

-Permit- Brenda Willfond 404 NE 3rd Street. Porch addition.

-Passed- Floyd Magers motion to approve and Chris Martin

2nd. Approved 4-0

-Permit-New structure-metal barn. Darrell&Peggy Thompson 510 SW 12th

- Passed- Floyd Magers motion to approve and Chris Martin

2nd. Approved 4-0

-Permit-Recreational Permit until home is built. Not to exceed one year.

Darrell&Peggy Thompson. 510 SW 12th

- Passed- Floyd Magers motion to approve and Chris Martin

2nd. Approved 4-0

-Permit-Stephen O'Bannon 205 NE 16th Street. Metal Carport.

- Passed- Floyd Magers motion to approve and Chris Martin

2nd. Approv)4-0

-Mr. Santiago's permit was tabled pending City Attorney opinion.

B. ANNOUNCEMENTS- N/A

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

Twin Rivers Foods, Inc.
1 East Colt Square Drive
Fayetteville, AR 72703

March 30, 2026

Via Email Only
City of Atkins
c/o Mayor Sweet
mayorsweet@atkinsar.gov

Mayor Sweet:

This letter agreement (this "***Agreement***") shall confirm the agreement by and between Twin Rivers Foods, Inc., an Arkansas corporation (the "***Company***"), and the City of Atkins, Arkansas ("***Atkins***"), in connection with the payment of all wastewater-related fines assessed upon the Company by Atkins (the "***Fine Payment***"). The purpose of this Agreement is to memorialize the agreement between the Company and Atkins, pursuant to which the Company shall pay the Fine Payment in exchange for Atkin's release of claims as described in Section 2 below.

1. Fine Payment; Payment in Full. Promptly following execution of this Agreement by the Company and Atkins (the "***Effective Date***"), the Company shall pay Atkins Three Hundred Three Thousand Nine Hundred Thirty-One and 36/100 U.S. Dollars ($303,931.36) (the "***Fine Amount***"), which payment shall be made by wire transfer of immediately available funds. Atkins acknowledges and agrees that payment of the Fine Amount will resolve all fines assessed upon the Company by Atkins as of the Effective Date.

2. Release. As of the Effective Date, Atkins, on behalf of itself and its agents, trustees, beneficiaries, directors, managers, officers, municipal officials, successors and assigns (collectively, the "***Releasor***"), irrevocably releases and discharges the Company, its parent company, subsidiaries and affiliates, and their respective employees, directors, managers, shareholders, officers, members, heirs, agents, representatives, successors and assigns (collectively, the "***Released Parties***") from and against all claims which Releasor has, may have, or ever had against the Released Parties, whether known or unknown, or contingent, in each case relating to any wastewater-related matters occurring prior to the Effective Date. Releasor represents and acknowledges that it has read this release and understands its terms and has been given an opportunity to ask questions of the Company's representatives. Nothing in this Agreement shall be construed as a release of the Company from any fines, penalties, or assessments imposed by the City of Atkins for violations occurring after the date of execution of this letter agreement. The Company remains liable for any future finally adjudicated or otherwise agreed fines or enforcement of actions arising from events, acts, or omissions that take place following the effective date of this agreement.

3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws.

4. Authority. The undersigned representative of Atkins represents and warrants that such representative has full power and authority to execute this Agreement on behalf of Atkins and to bind Atkins to the terms hereof, and that all necessary approvals, including any required city council or other governmental approvals, have been obtained.

5. Miscellaneous. This Agreement and any of the provisions hereof may not be amended or modified except with the written consent of each party hereto. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*Signature pages follow.*]

Sincerely,

TWIN RIVERS FOODS, INC.

By: _____
Name: Nick Tyler
Title: CEO
Date: _____

ACCEPTED AND AGREED

CITY OF ATKINS, ARKANSAS

By: _____
Name: Rowdy Sweet
Title: Mayor
Date: 4/14/26