ATKINS CITY COUNCIL MINUTES

October 13, 2026

1. Call to order: Mayor Rowdy Sweet
2. Invocation: Raymond Pearce
3. Pledge of Allegiance
4. Roll Call: Present: Mayor Rowdy Sweet, City Clerk Angela Singleton, City Attorney Jacob Phillips, Aldermen: Sean Rehm, Bro Price, Raymond Pearce, Daniel Dunn, and Tim Waddle. Absent: JoAnn Spence. Visitors: See attached sheet.
5. Minutes of the Prior Meeting: Bro Price moved to approve the minutes of the prior meeting. Tim Waddle seconded the motion. Motion Carried 5-0
6. Committee Reports:
    a. Police: Chief Pack gave each council member a copy of Luke Sawdy's certificate for passing a 135 hour course for Crime Scene Technician Certificate Program-Overall. See attached certificate and course overview.
    b. Fire Dept: Chief Cheek reported the air packs are on order and expected arrival date between December to February.
    c. Street: no report
    d. Recreation: Supervisor Moore reported they have started on the batting cages at the ballfields. The posts have been set.
    e. Planning Commission: 1 permit passed. See attached minutes.
    f. Library: Mayor Sweet reported for Librarian Kim Tise the library had 1663 overall visitors and 34 total programs for the month of September.
    g. Mayor's Report: Mayor Sweet reported receiving insurance checks for the damage done to city buildings from past storms. Mayor Sweet would like to put the jobs out for bid as they come in, unless the council would like to use the company (Edwaco) that came in last meeting to do all the roofs. Council member Sean Rehm and Council member Daniel Dunn stated they would like to put the jobs out for bid. Mayor Sweet stated he would like to have a budget meeting on October 27th at 6pm. The council agreed to the meeting date and time. From the Arkansas Department of Agriculture, Acts 605 of 2021 and Acts 545 of 2023, require all retail water providers with a customer base of over 1000, to submit a rate study by an approved rate study provider. Mayor Sweet is having a company come at the end of October to conduct this study. Once the study is completed, the company will tell what our water rates should be. This may intel us raising our current rates. Mayor Sweet and Supervisor Danny Webb explained that all services must be checked by next year. Which means each line will need to identified on what type of water line is going to each customer's

house. Council Member Bro Price asked Mayor Sweet if he was able to speak with the school regarding the tax payers of the City of Atkins paying to get into games. Mayor Sweet is waiting on a response from the Municipal League. Council member Bro Price would like for the City and the school to work out a better way to help each other out, for the school to help the City out more. Mayor Sweet wants the best for the City and for the school, and if anyone has a solution on how to fix the problem, then please let him know. Mayor Sweet also stated he is not in charge of the fields on who can or cannot use them, whether it is the AYA or the high school. Council member Daniel Dunn stated he would like for the AYA to be able use any and all fields used for tournaments so the AYA is able to generate revenue. Council member Tim Waddle asked if the appraisal was completed by the ballfields. Mayor Sweet stated it has been completed. Council member Tim Waddle asked about the land beside the Dollar General on Hwy 64. It was said it has been bought and something is being built, but no one really knows what, just yet.

7. City New Business
    a. Louis Schmoll: Atkins Heritage Festival. Mr. Schmoll is asking the City for a donation toward the cake for the Heritage Festival. Mayor Sweet stated the City is not allowed to donate any money towards the Festival. Mr. Schmoll is also asking the citizens of Atkins to help with the celebration of the City, asking for volunteerism. Some of the council members personally donated funds toward the icing for the cake. Mr. Schmoll asked if some of the council members would volunteer to be in the dunking booth, announcer for the pig race, Grand Marshall, or repel down to the Hog sign. Mr. Schmoll invited everyone to a dinner to celebrate Jimmy McGee and his heroism to the City of Atkins. Mrs. Bernadine Mitchell asked if the fire department could fill the water for the dunken booth and if Mayor Sweet could put something on the sign regarding the festival. It was stated it would not be good to use the water out of the fire truck tanks due to the chemicals and Mayor Sweet can put something on the sign about the birthday of the City of Atkins.
    b. Resolution 2026-18: Street Department Budget Appropriation. A resolution appropriating funds from the Street Department Fund to the 2026 Street Budget for the repair of NE 4th Street, NE 5th Street, Ave 5 NW, and NW 6th. Sean Rehm made a motion to place Resolution 2026-18 on its reading. Tim Waddle seconded the motion. Vote was:

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

c. Resolution 2026-19: General Budget Appropriation. A resolution appropriating funds from City General fund to the 2026 General Budget for the repair of NE 4th Street, NE 5th Street, Ave 5 NW, and NW 6th. Sean Rehm made a motion to place Resolution 2026-19 on its reading. Tim Waddle seconded the motion. Vote was:

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

d. Resolution 2026-20: New roof on rock building. A resolution appropriating funds from the City General fund to the 2026 Budget for the repair of the roof on the rock building located on the city property west of the Dollar General. Bro Price made a motion to place Resolution 2026-20 on its reading. Tim Waddle seconded the motion. Vote was:

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

e. Resolution 2026-21: new and repair of fence at parks. A resolution appropriating funds from the City General Fund to the 2026 budget ofr additional fencing, replacement and repair of fencing at the city ballparks. Sean Rehm made a motion to place Resolution 2026-21 on its reading. Tim Waddle seconded the motion. Vote was:

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

f. Resolution 2026-22: Police Car Maintenance and repairs. A resolution appropriating funds from the City General Fund to the 2026 General Budget for maintenance and repairs of patrol units. Sean Rehm made a motion to place Resolution 2026-22 on its reading. Tim Waddle seconded the motion. Vote was:

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

g. Resolution 2026-23: 2027 Millage Resolution. A resolution levying millage on all real and personal property in the City of Atkins, Arkansas for the year 2027 to be 0 Mills. Bro Price made a motion to place Resolution 2026-23 on its reading. Tim Waddle seconded the motion. Vote was:

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

8. City Old Business
    a. No report
9. Water/Sewer
    a. Old Business
        i. No report
    b. New Business
        i. No report
10. Executive Session: Sean Rehm made a motion to approve council to go into an executive session. Tim Waddle seconded the motion. Motion Carried 5-0
    Mayor Sweet and Supervisor Mitchell Moore recommend hiring Kevin Jones for the street department. Bro Price made a motion to hire Kevin Jones for the street department at $16.50/hr. Tim Waddle seconded the motion. Vote was:

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

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. Tim Waddle seconded the motion. Motion Carried 5-0
12. Announcement: Mayor Sweet reminded everyone of the Heritage Festival, encouraging everyone to attend.
13. Adjournment: Daniel Dunn made a motion to adjourn the meeting. Tim Waddle 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: 11-10-26

VISITORS PLEASE SIGN:

DATE: 10-13-26

PRINTED NAME	SIGNATURE and ORGANIZATION (if any)
Stephen Pack	
Luke Sandy	
Danny R Webb	
Mitchell Moore	
Chuck Check	
Bernadine Mitchell	
Louis Schmoll	
Lucas Chesley	
Austin Burnard	

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 11-10-26

UofA

UNIVERSITY OF ARKANSAS SYSTEM

CRIMINAL JUSTICE INSTITUTE

This is to certify that

Luke Sawdy

has successfully completed the 135 hour course

Crime Scene Technician Certificate Program - Overall

09/24/2026

Director
Criminal Justice Institute

CRIMINAL JUSTICE INSTITUTE
University of Arkansas System

Crime Scene Certificate Program Overview

Lead Instructor- Michael Blain, Pulaski County Sheriff's Office.

The Crime Scene Certificate Program is an intense six-month program. During the course of the program you will be challenged to develop the skills needed to conduct a complete and thorough scene investigation- in fact, historically, there are few crime scene programs as rigorous as the one you are about to undertake. We will expect your full attention, and your best efforts, both in class and in your assignments outside of the classroom.

An overview of the various sessions and their goals:

- **Session 1- Introduction and Photography.** *Instructed by BJ Rouse of the Searcy Police Department.*
  - Overview of physical evidence and crime scene methodology
  - In depth instruction on photographic skills. Photography will continue throughout the program.

- **Session 2- Crime Scene Documentation.** *Instructed by Jeff Allison, Pulaski County Sheriff's Office.*
  - Note taking, report writing, sketches and measurements.
  - Explain how a crime scene report differs from a patrol or investigative report.
  - Methods for creating a rough sketch of a scene. Accurate measurements are key, and several methods will be demonstrated.
  - Software skills are also vital to taking evidence from crime scene to court. Both photographic and drawing software will be utilized. (The software we will be using is free, and you can use the skills you learn when you return to your agency).

- **Session 3- Impression Evidence.** *Instructed by Guy Nutter of 360 Forensics*
  - Overview of impression evidence, including footwear, tire marks and toolmarks.
  - History of footwear evidence.
  - Searching for and recovering impression evidence, including photographic techniques.

- **Session 4- Latent Prints.** *Instructed by Michael Wilson, Arkansas State Crime Lab*
  - Historic information on fingerprint identification.
  - The importance of elimination or 'major case' prints and how to properly obtain them.
  - Various methods of processing for latent fingerprints.
  - Recovering fingerprint evidence, including photographic techniques.

- **Session 5- Biological and Trace Evidence.** *Instructed by Holly Latham, Kansas Bureau of Investigation*
  - Biological safety, i.e. Bloodborne pathogens and the use of PPE.
  - Overview of what constitutes 'trace' evidence and how to properly collect it.

- Introduction to bloodstain pattern evidence, including how to properly photograph bloodstain patterns.

- **Session 6- Crime Scene Investigation.** *Instructed by Bobby Orona, Fayetteville Police Department.*
  - This is the testing session; you will be challenged with a variety of exercises meant to demonstrate your ability to apply all the techniques learned in the previous sessions.

ATKINS CITY PLANNING COMMISSION
Oct 5, 2026

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

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

6. COMMITTEE REPORTS:

7. OLD BUSINESS:
   No old business

A. NEW BUSINESS:

-Permit- Commercial addition-Aaron Bratton 406 N Church.

-Passed- Louis Schmoll motion to approve and Erin Horn

2nd. Approved 5-0

B. ANNOUNCEMENTS-

C. ADJOURNMENT- Louis Schmoll motioned to adjourn Erin Horn second.

- Meeting was held over the telephone due to an emergency

The Atkins City Council met on October 27, 2026 at Atkins City Hall at 6pm for a special meeting to discuss the 2027 Budget. Mayor Rowdy Sweet called the meeting to order. In attendance was Mayor Rowdy Sweet, City Clerk Angela Singleton, and council members Sean Rehm, Bro Price, Raymond Pearce, Daniel Dunn, and Tim Waddle. Absent was JoAnn Spence.

Mayor Sweet presented to the council a proposed 2027 budget for the City of Atkins and a proposed 2027 pay raise for the city employees. Mayor Sweet stated not much is going to change. Things that will be changing are health insurance, fire truck, investment fund, LOPFI, and E911 Fair Share. Total projected income is $1,401,970 and total projected expenses is $1,370,277. Mayor Sweet is suggesting all employees receive a $0.50 raise except for the following: Mitchell $21.50 to $25; Jason $18 to $19; New Employee $16.50 to $17; Luke $26 to $27.50; Eddy $23.28 to $24. Danny and Terry Gardner will stay the same.

Mayor Sweet stated Mitchell was asking about a new dump truck. Mayor Sweet mentioned the Water Department switching from chlorine to bleach. Mayor Sweet mentioned he has received 8 claims so far for the roofs. The Municipal League stated we might need to have a bid bond and so much insurance for a certain amount of construction. Mayor Sweet contacted McClellan and they will be putting together the bid package. In order to receive the depreciation, all buildings must be completed by May 2027. The Fire Department will be the only building put out for a separate bid. Council member Bro Price asked about all the mud after the rain we received around the bleachers at the softball field. Mayor Sweet stated he can get prices. Mayor Sweet mentioned about purchasing a hydro pack for the Water Department.

Mayor Sweet mentioned that the city does not have a direct contract for the flock cameras, it is being subsidized from the County. The County will bill the City next year for $6000.

Daniel Dunn made a motion to adjourn. Sean Rehm seconded the motion.

Motion Carried 5-0

Mayor, Rowdy Sweet

City Clerk, Angela Singleton

SEAL

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 11-10-26

Atkins City Council met November 3, 2026 at 6:30pm at Atkins City Hall for a special emergency meeting regarding insurance claims. In attendance was Mayor Rowdy Sweet, City Clerk Angela Singleton, council members Sean Rehm, Bro Price, Raymond Pearce, and Tim Waddle. Absent were Daniel Dunn and JoAnn Spence.
Mayor Sweet presented the council with a service agreement from West Central Arkansas Planning and Development District. See attached agreement. Mayor Sweet stated the bids will be split into 3 groups: fire department, city buildings, and water buildings. WCAPDD is charging $45,000 for their service. Mayor Sweet also stated since all the claims have came in all at once, it was recommended by the Municipal League, to consult with the engineers.

Resolution 2026-24: A resolution appropriating funds from City General fund to the 2026 General Budget in the amount of $15,000. Bro Price made a motion to place Resolution 2026-24 on its reading. Tim Waddle seconded the motion. Vote was:

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

Resolution 2026-25: A resolution appropriating funds from Street Fund to the 2026 Street Budget in the amount of $15,000. Sean Rehm made a motion to place Resolution 2026-25 on its reading. Tim Waddle seconded the motion. Vote was:

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

Mayor Sweet notified the press of the special called meeting.

Tim Waddle made a motion to adjourn. Bro Price seconded the motion.

Motion Carried 4-0

Mayor, Rowdy Sweet

City Clerk, Angela Singleton

CITY OF ATKINS SEAL POPE COUNTY ARKANSAS

FILED
Angela Singleton, City Clerk
City of Atkins
Date: 11-10-26

WCAPDD Administrative Services Agreement

THIS AGREEMENT, entered into this _____ day of _____, 2026,
(Calendar day) *(Month)*

by and between the following parties:

West Central Arkansas Planning and Development District, Inc. (**WCAPDD, Inc.**) herin called the ADMINISTRATOR and City of Atkins, acting herein by Mayor Rowdy Sweet, City of Atkins, herein duly authorized as (**OWNER**).

WCAPDD, Inc. shall perform all of the necessary services provided under this agreement in connection with the administration of the roof repairs at the municipal buildings for the City of Atkins, AR.

WCAPDD, Inc. will oversee plans, specifications and financial review documents.

1. *Financial Management* – WCAPDD will review detailed costs and bid documents for each part of the project.

2. *Plans* – WCAPDD will work with the architect and engineering firm, to collect basic specifications/drawings of facilities, and plans.

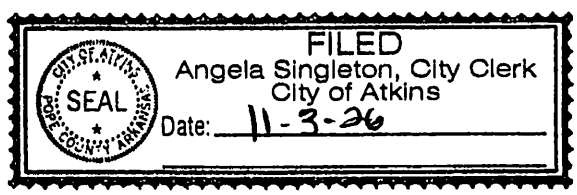
3. *Specifications* – WCAPDD will submit specifications of sufficient detail that a contractor or builder can use those specifications to purchase all materials needed to construct the facility. These specifications will identify and describe all major construction materials.

4. *Appraisals* – If necessary, WCAPDD will arrange to have an appraisal conducted.

I. GENERAL SCOPE OF SERVICES PROVIDED BY ADMINISTRATOR

The ADMINISTRATOR shall perform all of the necessary services provided under this agreement in connection with the administration of the roof project.

A. The **Scope of Services** performed by the Administrator shall include, but not be limited to:
   1. Procurement
   2. Architect/Engineering Design & Inspection Services
   3. Financial Management
   4. Site Visits
   5. Contract Management
   6. Closeout (if applicable)



NOTE: Delete any compliance areas that are not appropriate to this agreement.

II. GENERAL SCOPE OF SERVICES PROVIDED BY OWNER:

The OWNER, as consideration for the agreement by the ADMINISTRATOR to assume certain duties described above, agrees to assume the following duties and obligations

A. To make a final review of all services performed and to authorize same prior to implementation and/or commitment to record.

B. To assume full liability as to any and all claims arising out of the performance by ADMINISTRATOR of the above-defined services.

C. To pay out of local funds all costs arising out of the above described project which are incurred by the ADMINISTRATOR on behalf of the OWNER and approved by the OWNER.

D. To furnish all information, data, reports, records, and maps as are existing, available and necessary for performing all work outlined in this Agreement.

E. To cooperate with the ADMINISTRATOR in order to facilitate the performance of the work described in this Agreement.

F. To reimburse the ADMINISTRATOR in accordance with the procedures set forth in Section III, COMPENSATION AND METHOD OF PAYMENT.

III. COMPENSATION AND METHOD OF PAYMENT

For services provided under this Agreement, the ADMINISTRATOR shall receive compensation not to exceed $45,000.00. ***The fee for service includes Project Administration Fee of $15,000 and the Architect/Engineering fee of $30,000.00.*** Under no circumstance may the total contract amount be increased without a formal amendment increasing the Scope of Services.

The project shall consist of three (3) stages described as follows:

Phase 1: **Start-up** Start up will end with approval of the bid documentation plans and specifications and with the completion of all known activities.

Phase 2: **Construction** Construction will end with construction completion as evidenced by the signing of the certificate(s) of substantial completion or a letter of warranty.

Phase 3: **Closeout** Closeout will be all final inspections/ monitoring concerns and findings as evidenced by submission and acceptance of all required materials and all final closeout documents as required. However, the project is not considered closed until all documents are received by the City of Atkins.

Payment Limits

Phase I payments shall not exceed 45 percent of the total contract or $ 20,250.00.

Phase II payments shall not exceed 45 percent of the total contract or $ 20,250.00.

Phase III payments shall not exceed 10 percent of the total contract or $ 4,500.00 .

The ADMINISTRATOR may not draw more than the total funds budgeted for each phase. Funds may not be transferred from Phase II or Phase III to Phase I or from Phase III to Phase II without a formal contract amendment. Any funds not expended in an earlier phase may be carried over to the next phase to cover cost overruns that may occur. Any funds not expended in the phase in which it was budgeted and not used to cover cost overruns in subsequent phases will be deobligated from the Agreement by formal amendment.

Note: Owner (City or County) reserves the right to withhold Phase I, II, or III payments based upon satisfactory performance of activities.

IV. INVOICES FOR PAYMENT

For Phases I and II, invoices shall be submitted to the OWNER monthly to cover the amount earned during the preceding month. Payment for Phase III shall not be made until the phase is completed as described above. Invoices must include a description of services for which compensation is being requested including an explanation of requests for partial payments for ongoing services within a phase.

V. OTHER RELEVANT ATTACHMENTS

List here, starting with Attachment 1, any attachments that will be a part of the Agreement.

VI. TERMS AND CONDITIONS

A Termination of Contract for Cause

If, through any cause, the ADMINISTRATOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the ADMINISTRATOR shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the ADMINISTRATOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the ADMINISTRATOR under this contract shall, at the option of the OWNER, become its property, and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the ADMINISTRATOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the ADMINISTRATOR, and the OWNER may withhold any payments to the ADMINISTRATOR until such time as the exact amount of damages due the OWNER from the ADMINISTRATOR is determined.

B. Termination for Convenience of OWNER

The OWNER may terminate this Contract any time by giving at least a ten (10) day notice in writing from the OWNER to the ADMINISTRATOR. If the Contract is terminated by the OWNER as provided herein, the ADMINISTRATOR will receive equitable

compensation under this Contract, less payments of compensation previously made; provided, however, that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of such termination, the ADMINISTRATOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the ADMINISTRATOR during the Contract period which are directly attributable to the uncompleted portion of the service covered by this contract. If this Contract is terminated due to the fault of the ADMINISTRATOR, Section A hereof relative to the termination shall apply.

C. Changes

The OWNER may, from time to time, request changes in the scope of the services of the ADMINISTRATOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the ADMINISTRATOR'S compensation, which are mutually agreed upon by and between the OWNER and the ADMINISTRATOR, shall be incorporated in written amendments to this Contract.

D. Personnel

1. The ADMINISTRATOR represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Personnel shall not be employees of or have any contractual relationship with the OWNER.

2. All the services required hereunder will be performed by the ADMINISTRATOR or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

3. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

4. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. Assignability

The ADMINISTRATOR shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the ADMINISTRATOR from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

F. Reports and Information

The ADMINISTRATOR, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. Records and Audits

The ADMINISTRATOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.

H. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the ADMINISTRATOR under this Contract are confidential, and the ADMINISTRATOR agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

I. Copyright

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the ADMINISTRATOR.

J. Compliance with Local Law

The ADMINISTRATOR shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ADMINISTRATOR shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. Civil Rights Act/Equal Employment Opportunity

During the performance of this Contract, the ADMINISTRATOR agrees as follows:

1. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, handicap, veteran status or national origin. The ADMINISTRATOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, handicap, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ADMINISTRATOR agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.

2. The ADMINISTRATOR will, in all solicitation or advertisements for employees placed by or on behalf of the ADMINISTRATOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, handicap, veteran status or national origin.

3. The ADMINISTRATOR will insert the foregoing provisions in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The ADMINISTRATOR will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations 4 CFR 6(D).

L. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

The ADMINISTRATOR covenants that:

M. Section 503 Handicapped (if $2,500 or Over)

Affirmative Steps for Handicapped Workers

1. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position that the employee or applicant for employment is qualified. The ADMINISTRATOR agrees to take affirmative steps to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices including: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, pay or other forms of compensation, and selection for training, including apprenticeship.

2. The ADMINISTRATOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the ADMINISTRATOR'S noncompliance with the requirements of this clause, noncompliance actions may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

4. The ADMINISTRATOR agrees to post notices in conspicuous places, available to employees and applicants for employment. Such notices shall state the ADMINISTRATOR'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The ADMINISTRATOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract, that they are bound by the terms of Section 503 of the Rehabilitation Act of 1973 and are committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The ADMINISTRATOR will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

N. Interest of Other Local Public Officials and/or Members of the Locality

No member of the governing body of the locality, nor officer, employee, or agent of the locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any direct or indirect personal financial interest in this Contract; and the ADMINISTRATOR shall take appropriate steps to assure compliance.

O. Interest of ADMINISTRATOR and Employees

The ADMINISTRATOR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ADMINISTRATOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

P. Indemnification

The ADMINISTRATOR shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the OWNER and its agency members from and against them, and shall assume full responsibility for payments of Federal, State, and local taxes or contributions required under social security, workman's compensation, and income tax laws.

Q. Access to Records

The OWNER, the Joint Legislative Audit Division of the State of Arkansas, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ADMINISTRATOR doing work under this Contract which are directly pertinent to the project.

R. Miscellaneous Provisions

1. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

3. In case any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4. This Agreement may be amended by the mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Agreement.

5. This Agreement shall be null and void, if the applicant fails to successfully enter into agreement with WCAPDD.

This execution of the Agreement on behalf of the OWNER has been duly authorized as follows:

WITNESS our hands and seals on the date herein above written, this Contract for WCAPDD Administrative Services shall be effective as of _____ *(Date)* until the Scope of Services is completed.

	Owner: City of Atkins *(Name of City)*
Witness: _____ *(Signature)*	Name: Mayor Rowdy Sweet *(Typed name of Mayor)*
Name: _____ *(Typed name of witness)*	Signature: _____ *(Mayor of Atkins)*
	Administrator: WCAPDD, Inc. *(Name of administrative firm)*
Witness: _____ *(Signature)*	Name: Dwayne Pratt *(Executive Director)*
Name: Darian Piper *Darian Piper, Director of Community Development*	Signature: _____ *(Executive Director)*