

RESOLUTION NO. 25-2026

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF HASKELL, ARKANSAS, TO EXECUTE A SERVICE AGREEMENT WITH BETTY J. PHILLIPS AND F.M. PHILLIPS FOR PROPERTY CLEANUP, DEBRIS REMOVAL, AND RELATED SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Haskell has been requested to provide labor, equipment, debris removal, hauling, dumpster coordination, and related cleanup services for property owned by Betty J. Phillips and F.M. Phillips on Roosevelt Road in Haskell, Arkansas; and

WHEREAS, the City Council finds that the City possesses the personnel and equipment necessary to perform such services when doing so will not interfere with municipal operations or public responsibilities; and

WHEREAS, the proposed Service Agreement provides that the property owner shall reimburse the City for labor, equipment usage, mileage, dumpster rental charges, taxes, and other authorized expenses incurred in performing the requested services; and

WHEREAS, the City Council finds that it is in the best interests of the City of Haskell to authorize the Mayor to execute the Service Agreement and to administer the Agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASKELL, ARKANSAS:

SECTION 1. The Mayor is hereby authorized and directed to execute the Service Agreement between the City of Haskell and Betty J. Phillips and F.M. Phillips, substantially in the form presented to the City Council, for the performance of cleanup, debris removal, hauling, dumpster coordination, and related services.

SECTION 2. The Mayor is further authorized to approve and execute any minor revisions, corrections, or non-substantive modifications to the Agreement that do not materially alter the obligations of the City and that are approved by the City Attorney.

SECTION 3. All services performed by the City pursuant to the Agreement shall be provided on a reimbursement basis. The property owner shall reimburse the City for all authorized labor, equipment usage, mileage, dumpster rental charges, taxes, and any other approved expenses as set forth in the Agreement. The Mayor or his designee is authorized to submit invoices and collect payment on behalf of the City.

SECTION 4. Nothing in this Resolution or the Service Agreement shall be construed as a waiver of any immunity, defense, or limitation of liability afforded to the City of Haskell, its elected officials, officers, employees, or agents under the Arkansas Constitution, the Arkansas Code, including the municipal tort immunity provisions of Arkansas law, or any other applicable law.

SECTION 5. The Mayor and City Clerk are authorized to take such additional actions and execute such documents as may be necessary to carry out the intent of this Resolution.

PASSED AND APPROVED this 20th day of July, 2026.

Taylor Finley, Treasurer

Clyde Crookham, Mayor