



**SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT**

This Second Amendment to the Host Community Agreement (this Amendment) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Tontitown, Arkansas (“City”), and Waste Management of Arkansas, Inc., successor to Sunray Services, Inc. d/b/a USA Waste of Arkansas, Inc, and Eco-Vista, LLC (collectively referred to as the “Company”).

**WITNESSETH:**

**WHEREAS**, the City and Company entered in a Host Community Agreement (“Agreement”) on July 1, 1997 related to the Company’s permitted solid waste management facilities commonly known as the Eco-Vista Landfill (“Facility”) located in Tontitown, Arkansas; and

**WHEREAS**, a First Amendment to the Agreement was entered into by the City and the Company on June 1, 2017; and

**WHEREAS**, Act 815 of 2025 came into effect on August 5, 2025 and set forth that an agreement for a host fee term shall not exceed a contract term of 4 years ending in December of even-numbered years and may be renewed for an additional term not to exceed 4 years at the same amount of the host fee or renegotiated for a new amount of the host fee; and

**WHEREAS**, the City and the Company desire to modify the terms of the Agreement to change the host fee amount and to comply with Act 815 of 2025.

**NOW, THEREFORE**, for an in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

Section 1. The Host Fee Amount of the Agreement shall be amended in its entirety to be as follows:

Upon the effective date of this Agreement, the Company shall pay to the City a host fee equal to Two Dollars and Fifty Cents (\$2.50) per ton for all Class I, III and IV waste received at the Facility, measured and paid for as indicated below. Any waste or other material received at the Facility that is used for operational purposes or diverted from disposal, such as material used as alternative daily cover or recycled, shall be exempt from the per ton host fee set forth herein.

Section 2. The term of the Agreement shall expire on December 31, 2028. The Agreement may be renewed for an additional term not to exceed 4 years ending in a December of an even-numbered year at the same amount of the host fee or renegotiated for a new amount of the host fee.

Section 3. The rest and remainder of the Agreement not modified by this Second Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Second Amendment has been executed as of the date first set forth above.

**CITY OF TONTITOWN**

**WASTE MANAGEMENT OF  
ARKANSAS, INC./ECO-VISTA, LLC**

BY: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rhonda Ardemagni, City Clerk-Treasurer