



Mayor Nathan See

City Clerk Sandy Button

**REGULAR COUNCIL MEETING
TUESDAY, JULY 21, 2026, 6:00 P.M.
PEA RIDGE CITY HALL - COUNCIL ROOM**

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. PUBLIC COMMENTS
6. APPROVE THE MINUTES OF THE JUNE 16, 2026, REGULAR MEETING
7. MONTE KEENE, STREET SUPT. – TRANSFER 2023 NEW HOLLAND TRACTOR LOADER FROM THE STREET DEPARTMENT TO THE PARKS AND REC. DEPARTMENT – ASSET NUMBER 252
8. RESOLUTION NO 595 – A RESOLUTION TO PROCEED WITH HALFF ASSOCIATES, INC. TASK ORDER 052641.023 FOR CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES RELATED TO THE GUTHRIE 1.0 MG ELEVATED STORAGE TANK
9. ORDINANCE NO 958 - AN ORDINANCE AUTHORIZING THE SOLE-SOURCE ENGAGEMENT OF ABA ETHOS, LLC, AND ITS AUTHORIZED DESIGN TEAM FOR A BMX TRACK, ASSOCIATED FACILITIES, AND CITY TRAILS, INCLUDING A TRAIL CONNECTING CITY PARK TO THE NEW BMX TRACK; WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR CERTAIN PROPRIETARY COURSE DESIGN, DIRT-SHAPING, AND PROGRAMMING SERVICES; AUTHORIZING EXECUTION OF A STANDARD SHORT FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT WITH ABA ETHOS, LLC; AUTHORIZING SEPARATE PROCUREMENT OF CONSTRUCTION SERVICES; AUTHORIZING PROGRAMMING, EVENT ACTIVATION, SANCTIONING, AND LICENSING AGREEMENTS; AUTHORIZING ACCEPTANCE AND ADMINISTRATION OF A STATE OF ARKANSAS GRANT; AMENDING THE FY 2026 BUDGET AND CONDITIONING CERTAIN AUTHORIZATIONS UPON AVAILABILITY OF PROJECT FUNDING; AND FOR OTHER PURPOSES
10. ORDINANCE NO 960 – AN ORDINANCE AMENDING PEA RIDGE MUNICIPAL CODE, SECTION 11.04.06; AND FOR OTHER PURPOSES (BUILDING PERMIT PERIOD OF VALIDATION)



Mayor Nathan See

City Clerk Sandy Button

11. ORDINANCE NO 961 – AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF PEA RIDGE; APPROVING THE SCHEDULE OF SERVICES TO BE EXTENDED TO SAID AREA; AND ASSIGNING SUCH AREA TO A WARD. (HAYDEN ROAD)
12. ORDINANCE NO 962 - AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF PEA RIDGE; APPROVING THE SCHEDULE OF SERVICES TO BE EXTENDED TO SAID AREA; AND ASSIGNING SUCH AREA TO A WARD. (STRONG AVE.)
13. ORDINANCE NO 963– AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 1511 SLACK STREET, PEA RIDGE, AR 72751 (PARCEL NO. 13-00124-005) AND LEGAL DESCRIPTION IN SECTION 1 FROM R-2, MEDIUM DENSITY RESIDENTIAL TO C-2, GENERAL COMERCIAL.
14. ORDINANCE NO 964 - AN ORDINANCE PROVIDING THE VACATION OF A UTILITY EASEMENT ON PROPERTY LOCATED AT 1308 BUNKER DRIVE (PARCEL NO. 13-03782-000), PEA RIDGE, BENTON COUNTY, ARKANSAS, AND FOR OTHER PURPOSE
15. ASSET DEDICATION – PATTON PLACE TOWNHOMES
16. ANNOUNCEMENTS
17. UPCOMING EVENTS
18. ADJOURN

THIS AGENDA IS SUBJECT TO CHANGE.

THE CITY OF PEA RIDGE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR HANDICAPPED STATUS IN EMPLOYMENT OR PROVISION OF SERVICES.

Pea Ridge City Council
Regular Meeting
June 16, 2026

The Pea Ridge City Council met in a Regular Meeting on Tuesday, June 16, 2026, at 6:00 p.m., in the Council Room at the City Hall Administration Building.

Those present were: Mayor Nathan See, City Clerk Sandy Button, Council Members Ginger Larsen, Bob Morrison, Steve Guthrie, Cody Keene and Michael Alldredge. Also present was City Attorney Shane Perry. Absent was Council Member Nadine Telgemeier.

Others present were: Jake Wagner, Lynn Hahn, Annette Beard, Mike Nida, Brett Jones, Jody Morrison, Keegan Stanton, Karen Sherman, Dustin Phy, Monte Keene, Jim Small, Tim Small, Mike Small, Tom Patton, Misty Westerdale, Brett Jones, Jason Dunn, Melissa Salinas, Peter Hudson, and Christopher Schmidt.

Mayor See called the meeting to order.

Pastor opened the meeting in prayer which was followed by the Pledge of Allegiance.

Public Comments: Peter Hudson, 1434 Pickens Road, addressed the Council concerning water flow from the recent rains specifically in connection with the new developments on Highway 72 East. Besides water concerns, there is much debris that has been washed onto his property addressed above.

Alderman Keene moved, seconded by Alderman Morrison to approve the minutes of the May 19, 2026 Regular Meeting. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderwoman Larsen moved, seconded by Alderman Morrison to approve to surplus from the Street Department a 6' Woods Side Mount Mower, Asset Number 88. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderwoman Larsen moved, seconded by Alderman Keene to approve the Surface Preservation Treatment from Innovative Roadway Solutions, LLC at a unit price of \$3.00 per square yard. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Mayor See read Resolution Number 594 by, which is entitled:

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO A POLE SPACE LEASE AGREEMENT WITH BLACK HILLS ENERGY
ARKANSAS

Alderman Keene moved, seconded by Alderman Morrison to approve Resolution Number 594 as read. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderwoman Larsen moved, seconded by Alderman Morrison to introduce all Ordinances and Resolutions during this meeting by title only. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Mayor See read Resolution Number 596 by title only, which is entitled:

A RESOLUTION DECLARING THE INTENT OF THE CITY OF
PEA RIDGE, ARKANSAS TO ISSUE WATER AND SEWER
REVENUE BONDS AND TO REIMBURSE ITSELF FOR
CERTAIN EXPENDITURES FROM THE PROCEEDS OF SUCH
BONDS; AND PRESCRIBING OTHER MATTERS RELATING
THERE TO.

Alderman Keene moved, seconded by Alderman Alldredge to approve Resolution Number 596 as read. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Mayor See read Ordinance Number 951 by title only, which is entitled:

AN ORDINANCE ADDING CHAPTER 8.17 TO THE PEA
RIDGE MUNICIPAL CODE AUTHORIZING THE
OPERATION OF GOLF CARTS ON CITY STREETS;
ESTABLISHING REGULATIONS THEREFOR; AND
FOR OTHER PURPOSES

Alderman Keene, seconded by Alderman Morrison, moved that the rule requiring the reading of an ordinance by title only on three different days be suspended. Mayor See put the question on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Thereupon Mayor See declared that at least two-thirds of all members of the council have voted in favor of the motion to suspend the rule. The motion carried, and the rule suspended. Mayor See then read the Ordinance by title only.

Alderman Keene, seconded by Alderman Alldredge, moved that the Ordinance be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

The Mayor thereupon declared the Ordinance adopted and signed the Ordinance, which was attested by the City Recorder and sealed with the Seal of the City.

Mayor See read Ordinance Number 959 by title only, which is entitled:

AN ORDINANCE ACCEPTING THE FINAL PLAT OF RIVERSTONE FARMS
SUBDIVISION, PEA RIDGE, BENTON COUNTY, ARKANSAS; THE DEDICATION
OF UTILITY EASEMENTS, STREETS, AND OTHER PUBLIC WAYS THEREIN, AND
DECLARING AN EMERGENCY.

Alderman Keene, seconded by Alderwoman Larsen, moved that the rule requiring the reading of an ordinance by title only on three different days be suspended. Mayor See put the question on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Thereupon Mayor See declared that at least two-thirds of all members of the council have voted in favor of the motion to suspend the rule. The motion carried, and the rule suspended. Mayor See then read the Ordinance by title only.

Alderman Keene, seconded by Alderman Morrison, moved that the Ordinance be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderman Keene, seconded by Alderman Guthrie, moved that the Emergency Clause be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

The Mayor thereupon declared the Ordinance and Emergency Clause adopted and signed the Ordinance, which was attested by the City Recorder and sealed with the Seal of the City.

Alderman Keene moved, seconded by Alderman Larsen to accept the asset dedication in the amount of \$5,460.00 for Water & Sewer improvements for Common Retail Shops (Lot 13). The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderman Keene moved, seconded by Alderman Guthrie to accept the asset dedication in the amount of \$27,880.00 for Water & Sewer improvements for Sandridge Construction. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderman Keene moved, seconded by Alderman Guthrie to accept the asset dedication in the amount of \$7,800.00 for Water & Sewer improvements for Jameson Place. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderman Keene moved, seconded by Alderwoman Larsen to accept the asset dedication in the amount of \$30,020.00 for Water & Sewer improvements for Discover Church. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Alderman Keene moved, seconded by Alderman Morrison to accept the asset dedication in the amount of \$43,632.75 for Water & Sewer improvements for Busy Minds Academy. The roll being called, the vote was as follows: Ginger Larsen voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Mayor See read Ordinance Number 960 by title only, which is entitled:

AN ORDINANCE AMENDING PEA RIDGE MUNICIPAL CODE
SECTION 3.04

Alderman Keene, seconded by Alderman Guthrie, moved that the rule requiring the reading of an ordinance by title only on three different days be suspended. Mayor See put the question on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

Thereupon Mayor See declared that at least two-thirds of all members of the council have voted in favor of the motion to suspend the rule. The motion carried, and the rule suspended. Mayor See then read the Ordinance by title only.

Alderman Morrison, seconded by Alderman Alldredge, moved that the Ordinance be adopted. The question was put by Mayor See on the adoption of the motion and the roll being called, the vote was as follows: Ginger Larsen voted aye, Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Michael Alldredge voted aye. Motion passed.

The Mayor thereupon declared the Ordinance adopted and signed the Ordinance, which was attested by the City Recorder and sealed with the Seal of the City.

Announcements:

Convention Ninety-Two with the Arkansas Municipal League will be June 17 – 19, 2026.

Upcoming Events:

Pea Ridge Fair – June 24 – June 27, 2026 from 6 p.m. to 10 p.m.

Kevin Apple Memorial Blue Light Vigil June 26, 2026 – 9:00 p.m.

Freedom on the Ridge – July 3, 2026 – from 6 p.m. to 9 p.m.

Alderman Keene moved, seconded by Alderman Guthrie to adjourn the meeting. Motion passed unanimously.

Nathan See, Mayor

Sandy Button, City Clerk



City of Pea Ridge
P.O. Box 10
Pea Ridge, AR 72751

Transfer of Fixed Asset

Date: 5-21-2026

A Fixed Asset is defined as an item or unit of items with an original purchase price of \$5,000.00 or more.

Type of Transaction:

Transfer ☐ Surplus ☐ Recycle ☒

Asset Description:

Type of Equipment	6' Woods Side Mount Mower
Manufacturer	Woods
Model Number	
Serial Number	1102503
Asset Number	88

Original Purchase Information:

Cost	7929.00
Date of Purchase	1-4-2008

Transfer Information:

Releasing Department Name	
Releasing Department Location:	
Releasing Department Cost	
Signature of Releasing Holder	
Receiving Department Name:	
Receiving Department Cost	
Signature of Receiving Department	

Mayor Signature

Inventory Use Only

Date of Transfer	6-16-2026
Date Entered	
Completed by	Munt Kean



Innovative Roadway Solutions, LLC.
493 Doctor M. Roper Pkwy N
Bullard, TX 75757
903/894-4520*fax 903/894-4620

www.innovativeroadwaysolutions.com

Frictional Asphalt Pavement
Preservation Treatment
ONYX Fog Seal / Crack Sealing

QUOTATION				DATE:	5/1/26
TO: City of Pea Ridge					
JOB DETAILS					
County:	Benton			Highway:	RESIDENTIAL
Control:	N/A			BID Date:	5/1/26
Project:	RFQ 2026 Road project			Days:	5
Length:	TBD				
Description:	FRICTIONAL BITUMINOUS MASTIC SURFACE TREATMENT (TRADITIONAL ONYX)				
ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXT
1	SURFACE PRESERVATION TREATMENT	SY	1.00	\$3.00	\$3.00

DISCLOSURES

INNOVATIVE ROADWAY SOLUTIONS WILL PROVIDE EQUIPMENT, LABOR AND MATERIALS TO APPLY THE ONYX SURFACE SEALING TREATMENT.

INNOVATIVE WILL PROVIDE ALL TRAFFIC CONTROL IN SUPPORT OF THE SURFACE SEALING.

NOTICES TO THE HOME OWNERS OF THE IMPENDING WORK WILL BE HANDLED BY INNOVATIVE

INGRESS AND EGRESS WILL BE MAINTAINED THROUGHOUT THE SEALING OPERATION HOWEVER, WE WOULD ASK THAT HOME OWNERS REFRAIN FROM PARKING ON THE STREETS AND THAT THEY DO NOT DRIVE ACROSS THE SEALER UNTIL SUCH TIME THAT IT IS DRIED AND CURED. IN THE EVENT THAT AN INDIVIDUAL DRIVES ACROSS THE ONYX AFTER BEING DIRECTED NOT TO, CLEAN UP OF THE CONCRETE DRIVE /RAMP WILL BE THE REPONSIBILITY OF THE OWNER.

PRICE BASED UPON A CONTINUOUS OPERATION ONCE ON SITE. DELAYS DUE TO ROADWAYS NOT BEING READY WILL RESULT IN THOSE ROADS NOT BEING TREATED.

EACH PASS WILL REQUIRE APPROX. 30-45 MINUTES TO DRY AND CURE.

ONYX TO BE APPLIED AT A TOTAL OF 3 LBS PER SQUARE YARD IN 2 PASSES.

MINIMUM QUANTITY OF 35,000 SY. ADDITIONAL SY WILL BE PAID AT SY PRICE

INNOVATIVE IS NOT RESPONSIBLE FOR STRIPING EFFECTED BY ONYX APPLICATION

QUOTE DOES NOT INCLUDE PAVEMENT MARKINGS OR REMOVAL.

QUOTE DOES NOT INCLUDE CRACK SEALING.

PRICE INCLUDES BASIC SWEEPING AND PAVEMENT BLOWING. MAJOR MUD, DIRT AND DEBRIS TO BE REMOVED BY OWNER PRIOR TO OUR ARRIVAL.

THIS QUOTE SHALL BE MADE A PART OF ANY SUBCONTRACT. IF THERE IS A CONFLICT BETWEEN THE THE SUBCONTRACT AND THIS QUOTE, THIS QUOTE SHALL PREVAIL.

QUOTE GOOD FOR 15 DAYS SUBSEQUENT TO AWARD.

SIGNED: Kevin L. King

TITLE: PRESIDENT-INNOVATIVE ROADWAY



City of Pea Ridge
P.O. Box 10
Pea Ridge, AR 72751

Transfer of Fixed Asset

Date: 6-29-26

A Fixed Asset is defined as an item or unit of items with an original purchase price of \$5,000.00 or more.

Type of Transaction:

Transfer ☒ Surplus ☐ Recycle ☐

Asset Description:

Type of Equipment	2023 New Holland Tractor Loader
Manufacturer	New Holland
Model Number	
Serial Number	NPL 767 831
Asset Number	252

Original Purchase Information:

Cost	\$ 69,490.50
Date of Purchase	4-28-23

Transfer Information:

Releasing Department Name	Street Dept.
Releasing Department Location:	N. Davis Street
Releasing Department Cost	\$ 69,490.50
Signature of Releasing Holder	x <i>Matt Hearn</i>
Receiving Department Name:	Pea Ridge Parks + Rec
Receiving Department Cost	\$ 69,490.50
Signature of Receiving Department	


Mayor Signature

Inventory Use Only

Date of Transfer	
Date Entered	
Completed by	

RESOLUTION NO. 595

A RESOLUTION TO PROCEED WITH HALFF ASSOCIATES, INC. TASK ORDER 052641.023 FOR CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES RELATED TO THE GUTHRIE 1.0 MG ELEVATED STORAGE TANK

WHEREAS, the City of Pea Ridge, Arkansas (the "City"), on behalf of Pea Ridge Water Utilities, signed a Master Services Agreement ("MSA") with Halff Associates, Inc. ("Halff") on or around October 18, 2022; and

WHEREAS, the City plans to begin construction of a new 1.0 MG Elevated Storage Tank (Guthrie Tank) in late summer of 2026; and

WHEREAS, the purpose of this task order is for Halff to perform Construction Engineering and Inspection (CE&I) services, including administrative, engineering, oversight, and inspection services, for the Guthrie Tank project; and

WHEREAS, the City desires to retain Halff to perform the work outlined in Task Order 052641.023, attached, pursuant to the terms and conditions of the MSA, with the compensation for such services to be billed on an hourly, time-and-material basis at the rates set forth in Exhibit B – Fee Summary & Rate Tables to Task Order 052641.023, not to exceed \$136,065; and

WHEREAS, the City finds that it is in the best interest of the public health, safety, and welfare to proceed with the proper engineering and operation of its water distribution system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pea Ridge, Arkansas:

Section 1: That the above **WHEREAS** clauses are incorporated as if fully set forth herein.

Section 2: That the Mayor, City Clerk, and Director of Utilities be and are hereby authorized to proceed with Task Order 052641.023, attached, on an hourly, time-and-material basis pursuant to the rates set forth in Exhibit B - Fee Summary & Rate Tables to Task Order 052641.023, **up to the amount of One Hundred Thirty-Six Thousand Sixty-Five and 00/100 Dollars (\$136,065.00).**

Section 3: That all budgets impacted by the decision herein shall be amended, as required.

Section 4: This resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED this 21 day of July, in the year of our Lord, 2026.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk

TASK ORDER – 052641.023
Services for Construction Engineering and Inspection (CE&I)
Pea Ridge Water Utilities
Guthrie 1.0 MG Elevated Storage Tank

TASK ORDER NO.	023	Master Services Agreement, Dated: October 18, 2022
TASK ORDER DATE	June 11 th , 2026	
TASK ORDER REVISION	Rev 0	

SERVICES	On-Call services for CE&I		
SERVICE TASK TYPE:	☒ Time & Material	☐ Fixed Price	☐ Other (Lump Sum)
SCOPE:	Refer to Exhibit A - Scope of Services, attached		
SCHEDULE	The Schedule for this Task Order will follow the Construction Schedule defined for the associated Project.		
COMPENSATION:	Hourly, time and material not to exceed \$136,065 . Refer to Exhibit B – Fee Summary & Rate Schedules, attached		
LOCATION:	City of Pea Ridge, Arkansas		
CLIENT PROVISIONS:	N/A		
NTP DATE:	Upon Task Order Execution		

Upon full execution of this Task Order by the Owner (*Pea Ridge Water Utilities*) and the Engineer (*Halff Associates, Inc*), ENGINEER shall commence performance of the services defined herein in accordance with the terms and conditions provided herein. The specific services, fees and schedule, including commencement of services, shall be controlled by the specific terms of this Task Order and the Master Services Agreement executed 10/18/22.

Halff Associates, Inc.

Pea Ridge Water Utilities



Signature of Authorized Representative

Signature of Authorized Representative

Ashley Pifer, Director, W/WW

 Name & Title

 Name & Title

June 11th, 2026

 Date

 Date

Exhibit A – Scope of Services
Services for Construction Engineering and Inspection (CE&I)
Pea Ridge Water Utilities
Guthrie 1.0 MG Elevated Storage Tank

Pea Ridge Water Utility ('Utility' or 'Client') owns and operates a potable water distribution system within the City of Pea Ridge, Arkansas. The Utility will begin construction of a new 1.0 MG Elevated Storage Tank (Guthrie Tank) in late summery of 2026. Halff will perform Construction Engineering and Inspection (CE&I) related services including administrative, engineering, oversight, and inspection for this Project, including:

1. CE&I Services for the New 1.0 MG Guthrie Elevated Tank Project (52641.011)

1.1. Engineering and Administrative Services for this Phase are assumed to include:

- i) Attend one (1) in-person Pre-Construction Meeting.
- ii) Assist with interpretation of Engineering Plans and Technical Specifications, as required.
- iii) Assist with preparation of Construction Contract Change Order(s), as required.
- iv) Attend periodic progress meetings, as required.
 - (1) A total of five (5) in-person meetings by the Engineer are currently assumed.
- v) Perform periodic Engineer site visit(s) for certain milestone inspection and testing activities.
 - (1) A total of five (5) combined site visits by the Engineer are currently assumed.
- vi) Prepare Construction Completion Documentation and issue Certificate of Substantial Completion.
- vii) **Note: The following items are already included within the Scope of Services for existing Task Order No. 52641.010, and therefore are not included under this Task Order 52641.023:**
 - (1) Bid and Award Services.
 - (2) Review and respond to Contractor's Material Submittals and Requests for Information (RFIs).

1.2. Construction Observation and Inspection Services for this Phase are assumed to include:

- i) Resident Project Representative attendance at pre-construction conference.
- ii) Perform inspection site visits by Resident Project Representative to keep up with the current status of the project, and verify general compliance with contract documents. These inspection site visits will be performed on a weekly basis, at a minimum.
 - (1) **Note:** Weekly Inspection site visits assume a total of seventy-seven (77) weeks (540 days allowed for duration of Construction).
 - (2) Additional inspection site visits will be performed on an as-requested and/or as-needed basis, and have not been included as part of the estimated fee for this Phase.



2. Additional Services

- 2.1. Additional Services not explicitly listed herein will be provided as required and as directed by the Utility. Fees for these services shall be billed on an hourly basis at the appropriate hourly rate(s) as listed in Table 1, or at the appropriate crew rate(s) as listed in Table 2 of Exhibit B – Fee Summary & Rate Tables.



Exhibit B – Fee Summary & Rate Tables
Services for Construction Engineering and Inspection(CE&I)
Pea Ridge Water Utilities
Guthrie 1.0 MG Elevated Storage Tank

1. CE&I Services for the New 1.0 MG Guthrie Elevated Tank Project (52641.011)

The Compensation for On-Call CE&I Services for the 1.0 MG Guthrie Elevated Tank Project shall be billed on an hourly basis at the appropriate hourly rate(s) as listed in Table 1, or at the appropriate crew rate(s) as listed in Table 2, and shall not exceed **\$136,065**. The Utility will be billed for all actual fees and expenses incurred for this Phase. Reimbursable expenses will be billed at cost plus 10%. Invoices will be issued monthly.

2. Additional Services

Additional Services, not considered as Phase 1 services as described in Exhibit A – Scope of Services, will be provided as required and as directed by the Utility. Fees for these services shall be billed on an hourly basis at the appropriate hourly rate(s) as listed in Table 1, or at the appropriate crew rate(s) as listed in Table 2.



TABLE 1 - HOURLY RATE SCHEDULE		
Position	Min Rate/Hour	Max Rate/Hour
Architect I	106.00	149.00
Architect II	111.00	156.00
Architect III	150.00	210.00
Architect IV	196.00	275.00
Architect V	295.00	415.00
Engineer I	119.00	138.00
Engineer II	135.00	166.00
Engineer III	179.00	224.00
Engineer IV	232.00	267.00
Engineer V	299.00	552.00
Scientist I	96.00	108.00
Scientist II	114.00	145.00
Scientist III	163.00	199.00
Scientist IV	216.00	245.00
Scientist V	275.00	395.00
LA/Planner I	91.00	100.00
LA/Planner II	111.00	136.00
LA/Planner III	153.00	191.00
LA/Planner IV	194.00	241.00
LA/Planner V	245.00	367.00
Surveyor I	100.00	120.00
Surveyor II	126.00	126.00
Surveyor III	149.00	166.00
Surveyor IV	177.00	216.00
Surveyor V	224.00	360.00
Field Tech I	67.00	78.00
Field Tech II	84.00	101.00
Field Tech III	105.00	129.00
Field Tech IV	135.00	158.00
Field Tech V	174.00	241.00
Office Tech I	64.00	83.00
Office Tech II	86.00	109.00
Office Tech III	109.00	131.00
Office Tech IV	135.00	166.00
Office Tech V	185.00	284.00
Administrative I	72.00	79.00
Administrative II	86.00	101.00
Administrative III	108.00	141.00
Administrative IV	139.00	158.00
Administrative V	216.00	440.00
Specialist I	95.00	109.00
Specialist II	121.00	146.00
Specialist III	159.00	199.00
Specialist IV	207.00	232.00
Specialist V	287.00	386.00
CEI Srv I	86.00	108.00
CEI Srv II	95.00	120.00
CEI Srv III	108.00	126.00
CEI Srv IV	138.00	204.00
CEI Srv V	173.00	259.00
Intern	79.00	93.00

Note: Rates are subject to revision annually in June.

TABLE2 - CREWRATE SCHEDULE		
Crew Rates	UM	Bill Rate
1-Man Survey Crew	hour	130.00
1-Man Terrestrial HDS Crew	hour	255.00
2-Man Survey Crew	hour	200.00
2-Man Terrestrial HDS Crew	hour	350.00
3-Man Survey Crew	hour	270.00
Designating (QL-B) (1-Man)	hour	125.00
Designating (QL-B) (2-Man)	hour	250.00
FAA 107 UAS Pilot	hour	260.00
Potholing (QL-A) (1-Man)	hour	175.00
Potholing (QL-A) (2-Man)	hour	350.00
Spar Designating (QL-B) (2-Man)	hour	300.00
Note: Crew , expense and equipment rates are updated periodically rather than escalating annually		

RESOLUTION NO. 487

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION BY THE MAYOR AND CITY CLERK, ON
BEHALF OF THE CITY OF PEA RIDGE, ARKANSAS A
PROFESSIONAL ENGINEERING SERVICES ON A TASK
ORDER BASIS AGREEMENT BETWEEN THE CITY AND
HALFF ASSOCIATES, INC.**

WHEREAS, the City of Pea Ridge, Arkansas (the "City"), from time to time needs assistance in providing professional engineering services on a task order basis; and

WHEREAS, an agreement to provide such professional engineering services on a task order basis has been prepared and reviewed by the City Attorney, and it is recommended for adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pea Ridge, Arkansas:

Section 1: That the written contract titled "Agreement for Professional Engineering Services on a Task Order Basis" between the City and Halff Associates, Inc., providing for the professional engineering services on a task order basis, as submitted to the City Council, be and the same hereby is approved as presented. A copy of the contract is attached to this resolution.

Section 2: That the Mayor and City Clerk be, and they hereby are authorized and directed to execute the agreement in substantially the form as presented to the City Council.



ATTEST:


SANDY BUTTON, City Recorder

PASSED AND APPROVED this 18th day of October, 2022.

APPROVED:


JACKIE CRABTREE, Mayor

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **Pea Ridge Water Utilities** a Political Subdivision of the State of Arkansas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on **Exhibit A**, attached hereto, plus reasonable, and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. Direct Costs shall be billed at 1.1 times actual costs. Engineer may subcontract a portion of its services described in any Task Order upon written approval from Client. If additional services, trips, or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work. Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents. All sketches, computations, CADD drawings, tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, and maps and other data prepared or obtained under the terms of the contract shall be electronically and physically delivered to and become the property of the City without restriction or limitation on their use. In the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. Engineer shall have the right to retain copies of all its work product for record purposes. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. At the City's sole discretion, the items could become the property of the City.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Arkansas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee, or agent.

XIII. Jurisdiction and Venue. This Agreement shall be administered under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Benton County, Arkansas.**

XIV. Integration, Merger and Severability. This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties.

and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies. The Parties acknowledge and agree that the limitations on remedies set forth in this Agreement are and shall remain binding. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement.

XVI. Timeliness of Performance. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS.

IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED LIMITATIONS ON REMEDIES

A. ABSENT ALLEGATIONS OF INTENTIONAL MISCONDUCT OR RECKLESS MISCONDUCT, IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. INTENTIONALLY LEFT BLANK.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER ENGINEER NOR CLIENT SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT

DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

XX. Waiver - Any failure by the parties to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the parties may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

By:


Signature

Mike Marlar
Printed Name

Vice President
Title

9-19-22
Date

CLIENT: PEA RIDGE WATER UTILITIES, ARKANSAS

By:


Signature

Jackie Crabtree
Printed Name

Mayor
Title

10-18-22
Date

ORDINANCE NO. 958

AN ORDINANCE AUTHORIZING THE SOLE-SOURCE ENGAGEMENT OF ABA ETHOS, LLC, AND ITS AUTHORIZED DESIGN TEAM FOR A BMX TRACK, ASSOCIATED FACILITIES, AND CITY TRAILS, INCLUDING A TRAIL CONNECTING CITY PARK TO THE NEW BMX TRACK; WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR CERTAIN PROPRIETARY COURSE DESIGN, DIRT-SHAPING, AND PROGRAMMING SERVICES; AUTHORIZING EXECUTION OF A STANDARD SHORT FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT WITH ABA ETHOS, LLC; AUTHORIZING SEPARATE PROCUREMENT OF CONSTRUCTION SERVICES; AUTHORIZING PROGRAMMING, EVENT ACTIVATION, SANCTIONING, AND LICENSING AGREEMENTS; AUTHORIZING ACCEPTANCE AND ADMINISTRATION OF A STATE OF ARKANSAS GRANT; AMENDING THE FY 2026 BUDGET AND CONDITIONING CERTAIN AUTHORIZATIONS UPON AVAILABILITY OF PROJECT FUNDING; AND FOR OTHER PURPOSES

WHEREAS, the City of Pea Ridge, Arkansas, desires to plan, design, and construct a BMX track and associated multi-use cycling facilities within the City, together with City trails, including a trail connecting City Park to the new BMX track, for the benefit of its citizens, for sports tourism, economic development, and community programming purposes (the "BMX Track Project"); and

WHEREAS, the BMX Track Project is intended to connect to and complement the City of Pea Ridge's expanding trail system, enhancing recreational connectivity and broadening the range of cycling opportunities available to residents and visitors; and

WHEREAS, the American Bicycle Association ("ABA"), through Shane Fernandez, its President and Chairman, represents that it is the largest sanctioning body of cycling in North America, operating the largest youth cycling program in the world with over 14,000 sanctioned events, 320 sanctioned tracks, and generating more than 550,000 participants annually, and has provided sanctioned events for over 45 years; and

WHEREAS, USA BMX, the primary operating brand of the American Bicycle Association for United States operations, is the nation's largest BMX sanctioning body, providing the national brand, sanctioning framework, event programming, and facility development infrastructure under which ABA-sanctioned tracks and events operate across the United States; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Pea Ridge and the broader community to construct a USA BMX-branded, ABA-sanctioned facility rather than a generic, unsanctioned cycling track, in that an ABA-sanctioned facility provides access to guaranteed sanctioned events at the local, regional, and national levels, attracts competitive cyclists and their families from across the country, generates measurable sports tourism and hospitality revenue, supports youth development and community programming through established ABA licensing and training infrastructure, and creates a distinctive recreational asset that a generic track cannot replicate; and

WHEREAS, ABA ETHOS, LLC ("ABA ETHOS"), through Shane Fernandez, its CEO and lead architect (who also serves as President and Chairman of the American Bicycle Association), represents that it is the sole design, planning, and event activation entity of the American Bicycle Association, established to implement and deliver USA BMX-branded facility development, vision planning, and event activation services on behalf of and as authorized by the American Bicycle Association; and

WHEREAS, ABA-sanctioned facilities receive guaranteed events from the USA BMX Foundation (the charitable and programming arm of the American Bicycle Association, established to promote youth development, education, and active lifestyles through the sport of BMX), along with licensing packages for event operations, training, programming, and marketing; and

WHEREAS, ABA ETHOS, together with its authorized design specialists Action Sports Design ("ASD") (engaged as a course design consultant to ABA ETHOS) and Wallace Engineering for structural engineering, constitute the exclusive professional team authorized and approved by the American Bicycle Association to provide proprietary design and construction documents for the development of new BMX facilities; and

WHEREAS, for purposes of this Ordinance, the services contemplated to be provided by ABA ETHOS and its authorized design team consist of three categories: (a) "Professional Design Services" means licensed architectural, engineering, and related professional services; (b) "Course Design Services" means proprietary BMX course layout and dirt-shaping design for the Field of Play, where "Field of Play" means the BMX track and its constituent riding features, including but not limited to the starting hill, straights, berms, jumps, rollers, transitions, and associated graded and shaped terrain; and (c) "Programming Services" means event operations, sanctioning, training, and community and youth programming provided under ABA licensing; and the waiver granted herein is intended to apply to each such category to the extent competitive procurement would otherwise be required; and

WHEREAS, ABA ETHOS, as set forth herein, is a sole-source provider of the Course Design Services and Programming Services for sanctioned BMX facilities, and the dirt-shaping component of the Course Design Services for the Field of Play constitutes proprietary sole-source services to be provided as a subcontractor within a separately procured construction contract; and

WHEREAS, the City requested qualifications and performance data from ABA ETHOS for the BMX Track Project, conducted an interview with Shane Fernandez, evaluated his qualifications, and determined that ABA ETHOS is a sole source provider as set forth herein; and

WHEREAS, the Mayor has conducted reasonable due diligence, including review of qualifications, references, and market alternatives, and recommends that the City Council adopt the findings herein and approve the project; and

WHEREAS, some of the scope of services offered by ABA ETHOS in its exclusive role with ABA may exceed the statutory scope of services contemplated in Ark. Code Ann. § 19-11-801 et seq., and it is necessary to waive competitive bidding for those additional services; and

WHEREAS, the cost of the BMX Track Project is to be funded through a combination of a grant from the State of Arkansas in the amount of \$500,000, and an interest-free loan from The Walton Family Foundation, Inc. ("Walton Family Foundation" or "WFF") in the amount of \$500,000, which sources are intended to serve as one another's matching funds to the extent permitted by applicable grant and loan terms; and

WHEREAS, by Resolution No. 577, adopted November 18, 2025, the City Council authorized the Mayor and City Clerk-Treasurer to enter into a loan agreement with the Walton Family Foundation, to borrow \$500,000 for a term of up to five (5) years at zero percent (0.00%) interest for the purpose of expanding the City's recreational offerings, and the loan agreement and funding contemplated by this Ordinance are the same as those authorized under Resolution No. 577; and

WHEREAS, the Walton Family Foundation has advised the City that it plans to fund the loan on or before September 30, 2026; and

WHEREAS, the State of Arkansas has awarded the City a grant in the amount of \$500,000 for the BMX Track Project, subject to execution of such grant agreements and satisfaction of such conditions as the State may require.

NOW, THEREFORE, be it **ORDAINED** by the City Council of the City of Pea Ridge, Arkansas:

Section 1: The above **Whereas** clauses are adopted by reference as findings and determinations of the City Council as if fully set forth herein.

Section 2: The City of Pea Ridge hereby authorizes the engagement of ABA ETHOS to:

- (1) Provide the Professional Design Services, Course Design Services, and Programming Services, including event activation under ABA licensing, for the BMX Track Project; and
- (2) Provide, as the proprietary sole-source component of the Course Design Services, dirt-shaping for the Field of Play as a subcontractor within a construction contract to be separately procured through competitive bidding in accordance with Ark. Code Ann. § 22-9-203.

Section 3: The Mayor and City Clerk-Treasurer are authorized to:

- (1) Execute and deliver the attached Standard Short Form of Agreement Between Owner and ABA ETHOS, dated July 21, 2026;
- (2) Execute and deliver all documents necessary to accept and administer the \$500,000 State grant;
- (3) Solicit and receive competitive bids for, award, and execute contracts for construction services for the BMX Track Project, subject to the waivers herein, in a form approved by the City Attorney and in accordance with Ark. Code Ann. § 22-9-203;

- (4) Execute and deliver any and all related documents reasonably necessary to advance the BMX Track Project, in a form approved by the City Attorney; and
- (5) Negotiate and execute such additional agreements with ABA ETHOS, the American Bicycle Association, or their affiliates as may be reasonably necessary to provide the programming, event activation, sanctioning, and licensing services contemplated herein.

The total project cost, inclusive of architect and other professional fees, shall not exceed \$1,000,000 without further City Council approval. To the extent the cost of the BMX track and the trails, including the trail connecting City Park to the new BMX track, is less than the amount available, contingent upon WFF loan and state grant terms, the remaining funds may be applied to track amenities and other associated facilities and improvements for the BMX Track Project, including but not limited to restrooms, lighting, additional parking, utilities, and spectator or support facilities.

Section 4: The City Council finds that exceptional circumstances exist in that the following entities are the sole providers authorized and approved by the American Bicycle Association for the services required by the BMX Track Project:

- (a) ABA ETHOS is the only architectural entity authorized to provide the Professional Design Services and Programming Services, together with proprietary vision planning, event activation, and sanctioning; and
- (b) ASD is the only entity authorized to provide the proprietary Course Design Services, including BMX Racing, Freestyle, and Pump and Flow course design documents, and a waiver is authorized for ASD's work that exceeds the professional services exempt under Ark. Code Ann. § 19-11-801.

Based on the representations of Shane Fernandez and the Mayor's independent due diligence, the City Council finds that no other single entity or combination of entities can provide equivalent sanctioned design and programming services, due to the proprietary and exclusive nature of the American Bicycle Association's sanctioning requirements. Requiring separate competitive bidding for these services would undermine the integrity and continuity of the project and is therefore not feasible or practical.

Accordingly, the City Council hereby finds these services to be sole-source in nature and waives the requirements of competitive bidding for these services within the BMX Track Project, including under Ark. Code Ann. § 22-9-201 et seq., to the extent that the proprietary Course Design Services, dirt-shaping, and Programming Services would otherwise require competitive procurement and exceed the scope of professional services already exempt from competitive bidding under Ark. Code Ann. § 19-11-801 et seq.

The remaining construction of the BMX track (other than the sole-source dirt-shaping services) and the construction of the trails shall be competitively bid in accordance with Ark. Code Ann. § 22-9-203.

Section 5: The FY 2026 city budget shall be amended as necessary to appropriate up to \$1,000,000, funded by the \$500,000 WFF loan and the \$500,000 State of Arkansas grant, to conform to and provide for the authorizations set forth herein.

Section 6: The authority granted in Sections 2 and 3 is conditioned upon the project funds, consisting of the \$500,000 WFF loan and the \$500,000 State of Arkansas grant, being available to the City for expenditure. If such funds are not available in fiscal year 2026, the authorizations in Sections 2 and 3 shall be void and of no further force or effect.

PASSED AND APPROVED this 21st day of July, in the year of our Lord, 2026.

APPROVED:

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7th day of July in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Pea Ridge- Arkansas
975 Weston St
Pea Ridge, AR
72751

and the Architect:
(Name, legal status, address and other information)

ABA Ethos, LLC
490 N Lansing Ave E
Tulsa, OK
74120

for the following Project:
(Name, location and detailed description)

Pea Ridge BMX Race Track
BEING ALL OF TRACT 2 OF THE TRACT SPLIT PLAT IN THE CITY OF PEA
RIDGE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AS
INSTRUMENT NUMBER L202506788 IN THE RECORDS OF BENTON COUNTY,
ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 21
NORTH, RANGE 29 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON
COUNTY, ARKANSAS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

PEA RIDGE BMX OVERVIEW

The Pea Ridge BMX racing track shall be designed as a BMX racing facility capable of activation for sanctioned USA BMX racing events as well as community programming associated with the USA BMX Foundation. The initial phase of design and construction will focus on the creation of a track capable of hosting local and state level USA BMX races and practices.

BUDGET

The initial budget of the project is \$500,000 which will be prioritized for track (Field of Play) design/construction. In anticipation of additional funding being secured to enhance and add additional amenities to the project. Additional scope involving design and construction for amenities or equipment shall be reviewed and approved by the City of Pea Ridge prior to issuance of any potential change directives.

PROGRAM SPACE QUALIFICATIONS

- . Administrative office shall initially be specified as a pre-fab mobile mini unit
- . Toilets shall initially be specified as port-a-johns
- . Circulation drives, parking lot and pedestrian circulation shall be gravel with a concrete ADA parking pad and sidewalk

DESIGN

Professional Design Services provided for the project shall consist of the following scope:

Architecture	Architectural Site Plan Track (Field of Play) plans, features, equipment details
MEP	Plan and details for power, lighting and water
Structural	Structural details for starting gate
Civil Eng	Not Included- Provide by Owner On-Call team

Landscape Arch Not Included

DELIVERABLES

The design and construction document phase produces a set of drawings that include all pertinent information required for the contractor to price and build the project. All drawings shall be signed and sealed by professional architects and engineers licensed to perform services in the state of Arkansas.

DIRT SHAPING

Specifications regarding dirt-shaping scope of work shall identify ABA ETHOS as a sole-source provider for services involving all contours within the BMX Track- Field of Play for sanctioning approval by USA BMX. It is anticipated that all other work involved in the site improvements scope shall be executed by a GC or CM per City of Pea Ridge process protocols. ABA Ethos shall be a sub-contractor to the GC/CM for dirt-shaping efforts. NOTE- The Dirt Shaping Budget shall be a separate budget line item included within the construction cost.

EQUIPMENT

ABA Ethos shall specify equipment necessary for USA BMX sanctioned Race activation and USA BMX Foundation programming.

SCHEDULE

Upon receipt of all civil site constraints, the anticipated schedule for the following scopes is forecasted as follows:

- Design/Construction Documents- 2 Months
- Procurement/ Permitting – 1 month
- Construction- 3 months

INSURANCE

Upon execution of the contract, ABA Ethos shall provide the Owner with a Certificate of Insurance for both General Liability and Professional E&O coverage as required by the City of Pea Ridge.

ADDITIONAL SERVICES

Additional Services requested by the Owner/Client outside the outlined scope performed herein shall be agreed to in writing by the Owner prior to execution.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

FEE

DESIGN FEES- \$45,000

ABA Ethos shall submit monthly invoices based on the following breakdowns as a percentage of overall project completion:

• DESIGN/CONSTRUCTION DOCUMENTS	75%
• PROCUREMENT/PERMITTING	10%
• CONSTRUCTION ADMINISTRATION	15%

SITE VISITS

5- Site Visits are included during the duration of the project and shall be coordinated with the Owner and progress of the project.

NOTE: Cost for travel, lodging, meals, and all necessary expenses to fulfill the outlined site visits for ABA-Ethos team are reimbursable expenses.

Additional Site Visits as requested by the Owner shall be a flat rate of \$1000 per day/per team members.

The Owner shall pay the Architect an initial payment of Five Thousand (\$ 5000.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus 0 percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of 10 percent (10 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for

Init.

substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond eight (8) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 Insurance. The Architect shall maintain, at its own expense and for the duration of this Agreement, the following minimum insurance coverages: (a) Professional Liability (Errors and Omissions) insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate; (b) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Workers' Compensation insurance as required by the laws of the State of Arkansas. The Architect shall name the City of Pea Ridge as an additional insured on the Commercial General Liability policy, shall provide certificates of insurance to the Owner prior to commencing services, and shall provide the Owner with not less than thirty (30) days' written notice prior to any cancellation or material reduction in coverage.

7.2 Indemnification. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officials, officers, employees and agents from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors or omissions of the Architect or anyone for whom the Architect is responsible in the performance of services under this Agreement.

7.3 Compliance with Laws; Licensing. The Architect represents and warrants that it and its consultants are and shall remain duly licensed to provide the services under this Agreement in the State of Arkansas, and that the services shall be performed in compliance with all applicable federal, state and local laws, codes, ordinances and regulations.

7.4 Jurisdiction and Venue. The parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts of Benton County, Arkansas, or, where federal jurisdiction exists, in the United States District Court for the Western District of Arkansas, and each party consents to the personal jurisdiction and venue of such courts.

7.5 Limitations on Owner Indemnification. Notwithstanding any other provision of this Agreement, including Article 3: (a) the Owner shall have no obligation to indemnify the Architect for any claim, loss, damage or expense arising out of or resulting from the negligence, errors, omissions or willful misconduct of the Architect, its consultants, or anyone working by or through the Architect; (b) in any matter where such negligence, errors, omissions or willful misconduct of the Architect or its consultants is a contributing cause, the Owner's indemnity obligation shall be reduced proportionately to reflect the comparative fault of the Architect and those for whom it is responsible; (c) nothing in this Agreement shall be construed as a waiver, in whole or in part, of any governmental, sovereign or statutory immunity to which the Owner, as a municipality, is or may be entitled, whether with respect to claims by the Architect or by any third party; and (d) the Owner's indemnity obligations under this Agreement shall not apply to the Owner's day-to-day operation, occupancy, or routine maintenance of the completed Project as originally designed and constructed.

7.6 Reference to AIA Document A105-2017. Any reference in this Agreement to AIA Document A105-2017 ("A105") is for the limited purpose of defining the Architect's construction-phase authority and responsibilities and giving defined terms a consistent meaning for purposes of interpretation. Nothing in this Agreement shall be construed to make the Owner a party to A105, to bind the Owner to A105 in favor of any third party, or otherwise to bind the Owner to A105 for any other purpose, whether by reference or otherwise. The Owner reserves the right to negotiate, modify, or decline to adopt any or all provisions of A105 with any prospective Contractor. To the extent any provision of A105 conflicts with or is inconsistent with this Agreement, this Agreement shall govern and control.

This Agreement entered into as of the day and year first written above.

Nathan See
Mayor- City of Pea Ridge, Arkansas

Shane Hansen Fernandez- AIA, NCARB, RCID
CEO- ABA Ethos
Arkansas Architectural Lic # **912705**

OWNER (Signature)

ARCHITECT (Signature)

ATTEST
Sandy Button

Init.

City Clerk- City of Pea Ridge, Arkansas

Shane Hansen Fernandez- AIA, NCARB, RCID
CEO- ABA Ethos

Arkansas Architecture License # 912705

(Printed name and title)

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for

AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:38:16 ET on 07/07/2026.

PAGE 1

AGREEMENT made as of the 7th day of July in the year 2026

...

City of Pea Ridge- Arkansas
975 Weston St
Pea Ridge, AR
72751

...

ABA Ethos, LLC
490 N Lansing Ave E
Tulsa, OK
74120

...

Pea Ridge BMX Race Track
BEING ALL OF TRACT 2 OF THE TRACT SPLIT PLAT IN THE CITY OF PEA RIDGE ACCORDING TO THE
OFFICIAL PLAT THEREOF RECORDED AS INSTRUMENT NUMBER L202506788 IN THE RECORDS OF
BENTON COUNTY, ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE SOUTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 29 WEST OF THE 5TH
PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS

PAGE 2

PEA RIDGE BMX OVERVIEW

The Pea Ridge BMX racing track shall be designed as a BMX racing facility capable of activation for sanctioned USA
BMX racing events as well as community programming associated with the USA BMX Foundation. The initial phase
of design and construction will focus on the creation of a track capable of hosting local and state level USA BMX
races and practices.

BUDGET

The initial budget of the project is \$500,000 which will be prioritized for track (Field of Play) design/construction. In
anticipation of additional funding being secured to enhance and add additional amenities to the project. Additional
scope involving design and construction for amenities or equipment shall be reviewed and approved by the City of Pea
Ridge prior to issuance of any potential change directives.

PROGRAM SPACE QUALIFICATIONS

- . Administrative office shall initially be specified as a pre-fab mobile mini unit
- . Toilets shall initially be specified as port-a-johns

Circulation drives, parking lot and pedestrian circulation shall be gravel with a concrete ADA parking pad and sidewalk

DESIGN

Professional Design Services provided for the project shall consist of the following scope:

Architecture Architectural Site Plan
Track (Field of Play) plans, features, equipment details

MEP Plan and details for power, lighting and water

Structural Structural details for starting gate

Civil Eng Not Included- Provide by Owner On-Call team

Landscape Arch Not Included

DELIVERABLES

The design and construction document phase produces a set of drawings that include all pertinent information required for the contractor to price and build the project. All drawings shall be signed and sealed by professional architects and engineers licensed to perform services in the state of Arkansas.

DIRT SHAPING

Specifications regarding dirt-shaping scope of work shall identify ABA ETHOS as a sole-source provider for services involving all contours within the BMX Track- Field of Play for sanctioning approval by USA BMX. It is anticipated that all other work involved in the site improvements scope shall be executed by a GC or CM per City of Pea Ridge process protocols. ABA Ethos shall be a sub-contractor to the GC/CM for dirt-shaping efforts. NOTE- The Dirt Shaping Budget shall be a separate budget line item included within the construction cost.

EQUIPMENT

ABA Ethos shall specify equipment necessary for USA BMX sanctioned Race activation and USA BMX Foundation programming.

SCHEDULE

Upon receipt of all civil site constraints, the anticipated schedule for the following scopes is forecasted as follows:

- . Design/Construction Documents- 2 Months
- . Procurement/ Permitting – 1 month
- . Construction- 3 months

INSURANCE

Upon execution of the contract, ABA Ethos shall provide the Owner with a Certificate of Insurance for both General Liability and Professional E&O coverage as required by the City of Pea Ridge.

ADDITIONAL SERVICES

Additional Services requested by the Owner/Client outside the outlined scope performed herein shall be agreed to in writing by the Owner prior to execution.

PAGE 4

FEE
DESIGN FEES- \$45,000

ABA Ethos shall submit monthly invoices based on the following breakdowns as a percentage of overall project completion:

<u>. DESIGN/CONSTRUCTION DOCUMENTS</u>	<u>75%</u>
<u>. PROCUREMENT/PERMITTING</u>	<u>10%</u>
<u>. CONSTRUCTION ADMINISTRATION</u>	<u>15%</u>

SITE VISITS

5- Site Visits are included during the duration of the project and shall be coordinated with the Owner and progress of the project.

NOTE: Cost for travel, lodging, meals, and all necessary expenses to fulfill the outlined site visits for ABA-Ethos team are reimbursable expenses.

Additional Site Visits as requested by the Owner shall be a flat rate of \$1000 per day/per team members.

The Owner shall pay the Architect an initial payment of Five Thousand (\$ 5000.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus 0 percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of 10 percent (10 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond eight (8) months of the date of this Agreement through no fault of the Architect.

PAGE 5

7.1 Insurance. The Architect shall maintain, at its own expense and for the duration of this Agreement, the following minimum insurance coverages: (a) Professional Liability (Errors and Omissions) insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate; (b) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Workers' Compensation insurance as required by the laws of the State of Arkansas. The Architect shall name the City of Pea Ridge as an additional insured on the Commercial General Liability policy, shall provide certificates of insurance to the Owner prior to commencing services, and shall provide the Owner with not less than thirty (30) days' written notice prior to any cancellation or material reduction in coverage.

7.2 Indemnification. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officials, officers, employees and agents from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors or omissions of the Architect or anyone for whom the Architect is responsible in the performance of services under this Agreement.

7.3 Compliance with Laws; Licensing. The Architect represents and warrants that it and its consultants are and shall remain duly licensed to provide the services under this Agreement in the State of Arkansas, and that the services shall be performed in compliance with all applicable federal, state and local laws, codes, ordinances and regulations.

7.4 Jurisdiction and Venue. The parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts of Benton County, Arkansas, or, where federal jurisdiction exists, in the United States District Court for the Western District of Arkansas, and each party consents to the personal jurisdiction and venue of such courts.

7.5 Limitations on Owner Indemnification. Notwithstanding any other provision of this Agreement, including

Article 3: (a) the Owner shall have no obligation to indemnify the Architect for any claim, loss, damage or expense arising out of or resulting from the negligence, errors, omissions or willful misconduct of the Architect, its consultants, or anyone working by or through the Architect; (b) in any matter where such negligence, errors, omissions or willful misconduct of the Architect or its consultants is a contributing cause, the Owner's indemnity obligation shall be reduced proportionately to reflect the comparative fault of the Architect and those for whom it is responsible; (c) nothing in this Agreement shall be construed as a waiver, in whole or in part, of any governmental, sovereign or statutory immunity to which the Owner, as a municipality, is or may be entitled, whether with respect to claims by the Architect or by any third party; and (d) the Owner's indemnity obligations under this Agreement shall not apply to the Owner's day-to-day operation, occupancy, or routine maintenance of the completed Project as originally designed and constructed.

7.6 Reference to AIA Document A105-2017. Any reference in this Agreement to AIA Document A105-2017 ("A105") is for the limited purpose of defining the Architect's construction-phase authority and responsibilities and giving defined terms a consistent meaning for purposes of interpretation. Nothing in this Agreement shall be construed to make the Owner a party to A105, to bind the Owner to A105 in favor of any third party, or otherwise to bind the Owner to A105 for any other purpose, whether by reference or otherwise. The Owner reserves the right to negotiate, modify, or decline to adopt any or all provisions of A105 with any prospective Contractor. To the extent any provision of A105 conflicts with or is inconsistent with this Agreement, this Agreement shall govern and control.

Nathan See
Mayor- City of Pea Ridge, Arkansas

Shane Hansen Fernandez- AIA, NCARB, RCID
CEO- ABA Ethos
Arkansas Architectural Lic # 912705

...

ATTEST
Sandy Button
City Clerk- City of Pea Ridge, Arkansas

Shane Hansen Fernandez- AIA, NCARB, RCID
CEO- ABA Ethos
Arkansas Architecture License # 912705

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Shane Hansen Fernandez, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:38:16 ET on 07/07/2026 under Order No. 500057297 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ORDINANCE NO. 960

**AN ORDINANCE AMENDING PEA RIDGE MUNICIPAL CODE,
SECTION 11.04.06; AND FOR OTHER PURPOSES.**

BE IT ORDAINED by the City Council of the City of Pea Ridge, Arkansas:

Section 1: That Section 11.04.06 of the Pea Ridge Municipal Code is hereby amended to read as follows:

“11.04.06 Period of validation. Any building permit issued under the provisions of this ordinance will remain valid for a period of one (1) year from the date of its issuance. If the project for which the permit was acquired has not passed final inspection and received a Certificate of Occupancy within the one (1) year period of validation, the applicant may, prior to expiration and upon payment of a reduced renewal fee equal to twenty-five percent (25%) of the original permit fee, request a one-time extension of the permit for an additional six (6) months. The extension shall be granted if, as of the date of the request, the project is substantially complete and active, meaning it has passed all of the following inspections: footing, foundation, framing, electrical rough-in, plumbing rough-in, mechanical (HVAC) rough-in, and insulation, and only minor or final punch-list items remain before final inspection. If the permit expires without an effective request and approved extension, or if the applicant seeks a second or subsequent renewal, the applicant must renew the building permit at full fee price. Within ten (10) business days of the request, the Building Official shall issue a written determination stating which listed inspections have and have not been passed, and his/her failure to do so shall be deemed a denial, appealable as provided in this section. Any applicant aggrieved by the Building Official's determination may, within fifteen (15) calendar days of the determination, appeal in writing to the City Council, which shall review the determination and render a final decision applying the same criteria.

(Ord. No. **960**, §

PASSED AND APPROVED this 21st day of **July, in the year of our Lord, 2026.**

APPROVED:

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

ORDINANCE NO. 961

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF PEA RIDGE; APPROVING THE SCHEDULE OF SERVICES TO BE EXTENDED TO SAID AREA; AND ASSIGNING SUCH AREA TO A WARD

WHEREAS, a petition was filed, pursuant to A.C.A. 14-40-609, for the annexation of certain territory into the City of Pea Ridge, Arkansas; and

WHEREAS, the Benton County Assessor and the Benton County Clerk have verified that the petition: (A) is in writing; (B) contains an attestation signed before a notary by the property owner of the relevant property confirming the desire to be annexed; (C) contains an accurate description of the relevant property; (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioner is the owner of record of the relevant property; (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property is contiguous with the annexing city and that no enclaves will be created if the property or properties are accepted by the city; and (F) includes a schedule of services of the annexing city that will be extended to the area within three (3) years after the date the annexation becomes final; and presented the petition and records of the matter to the Benton County Judge; and

WHEREAS, the County Judge has: (A) reviewed the petition and records for completeness and accuracy; (B) determined that no enclaves will be created by the annexation; (C) confirmed that the petition contains a schedule of services; and (D) issued an order articulating these findings, and forwarded the petition and an Order authorizing the annexation to the contiguous City of Pea Ridge for consideration; and

WHEREAS, it is the desire of the Mayor and City Council of Pea Ridge that said territory be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEA RIDGE, ARKANSAS:

SECTION 1. That the following described territory, contiguous to the City of Pea Ridge, be and the same is hereby accepted as part of, and annexed to and made a part of the City of Pea Ridge, Arkansas to wit:

Runnels Et Al Annexation

(Consisting of Robert and Janice Runnels, Nicolas Garrett and Carmen Goings, and Hayden Road ROW properties)

Commencing at the SW corner of the SE/4 of the NE/4 of S25 T21N R30W, in Benton County, Arkansas; thence N02°40'52"E 57.33 ft to the point of beginning; thence S86°59'01"E 194.02 ft along the city limits of Pea Ridge; thence S02°42'41"W 255.66 ft; thence S87°34'40"E 228.39 ft; thence N01°25'10"E 50.98 ft; thence N31°01'41"W

235.20ft; thence N00°59'49"E 173.86ft; thence N87°31'56"W 285.97, thence S02°31'07"W 163.57 ft to the point of beginning.

SECTION 2. That the following schedule of services shall be extended to the area by the City of Pea Ridge within the statutorily required three (3) years after the date the annexation becomes final, as follows: police and fire protection; maintenance of streets currently being maintained by Benton County; and solid waste collection and disposal.

SECTION 3. That the above described territory shall be annexed to and made a part of Ward #3 of the City of Pea Ridge, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

SECTION 4. That this annexation shall be effective and final thirty (30) days after passage of this ordinance.

SECTION 5. That the City Clerk shall certify and send one (1) copy of the map of the annexed property and one (1) copy of this ordinance to the County Clerk for County Judge confirmation consideration.

PASSED AND APPROVED THIS 21st DAY OF July, 2026.

Nathan See, Mayor

Attest:

Sandy Button, City Clerk-Treasurer

Exhibit A



Legend

- Benton County Roads
- Runnels Et Al Annex
- City Limits Pea Ridge
- Benton County Sections
- Benton County Quarter Quarters

Runnels Et Al Annexation into the City of Pea Ridge, Arkansas

SW NE

SE NE

Area to be Annexed

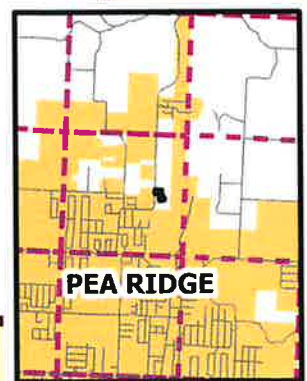
25-21-30

NW SE

NE SE

GORHAM LN

HAYDEN RD



Vicinity Map

ORDINANCE NO. 962

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF PEA RIDGE; APPROVING THE SCHEDULE OF SERVICES TO BE EXTENDED TO SAID AREA; AND ASSIGNING SUCH AREA TO A WARD

WHEREAS, a petition was filed, pursuant to A.C.A. 14-40-609, for the annexation of certain territory into the City of Pea Ridge, Arkansas; and

WHEREAS, the Benton County Assessor and the Benton County Clerk have verified that the petition: (A) is in writing; (B) contains an attestation signed before a notary by the property owner of the relevant property confirming the desire to be annexed; (C) contains an accurate description of the relevant property; (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioner is the owner of record of the relevant property; (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property is contiguous with the annexing city and that no enclaves will be created if the property or properties are accepted by the city; and (F) includes a schedule of services of the annexing city that will be extended to the area within three (3) years after the date the annexation becomes final; and presented the petition and records of the matter to the Benton County Judge; and

WHEREAS, the County Judge has: (A) reviewed the petition and records for completeness and accuracy; (B) determined that no enclaves will be created by the annexation; (C) confirmed that the petition contains a schedule of services; and (D) issued an order articulating these findings, and forwarded the petition and an Order authorizing the annexation to the contiguous City of Pea Ridge for consideration; and

WHEREAS, it is the desire of the Mayor and City Council of Pea Ridge that said territory be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEA RIDGE, ARKANSAS:

SECTION 1. That the following described territory, contiguous to the City of Pea Ridge, be and the same is hereby accepted as part of, and annexed to and made a part of the City of Pea Ridge, Arkansas to wit:

Stephanie Estates NW Annexation into the City of Pea Ridge

All of the following described property in Benton County, Arkansas, which is not already in the city limits of Pea Ridge: All of Strong Ave and lots 4-7 in Stephanie Estates Subdivision.

SECTION 2. That the following schedule of services shall be extended to the area by the City of Pea Ridge within the statutorily required three (3) years after the date the annexation becomes final, as follows: police and fire protection; maintenance of streets; and solid waste collection and disposal.

SECTION 3. That the above described territory shall be annexed to and made a part of Ward #3 of the City of Pea Ridge, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

SECTION 4. That this annexation shall be effective and final thirty (30) days after passage of this ordinance.

SECTION 5. That the City Clerk shall certify and send one (1) copy of the map of the annexed property and one (1) copy of this ordinance to the County Clerk for County Judge confirmation consideration.

PASSED AND APPROVED THIS 21st DAY OF July, 2026.

Nathan See, Mayor

Attest:

Sandy Button, City Clerk-Treasurer

Stephanie Estates NW Annexation into the City of Pea Ridge, Arkansas

Exhibit A

NW SW

NE SW

STRONG AVE

Area to be
Annexed

29-21-29

SW SW

SE SW

PORTER ST

SILK ST

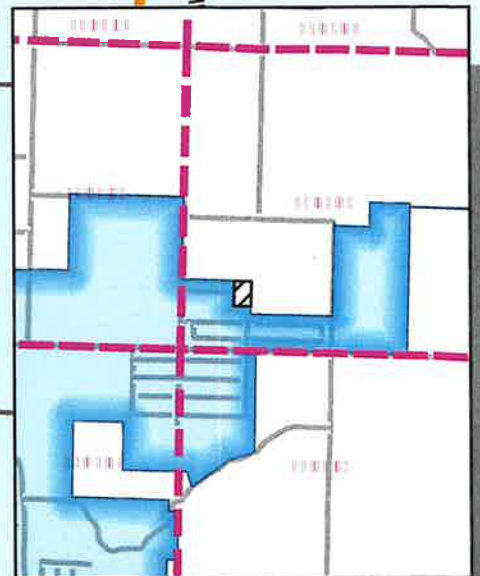
CHRISTIAN ST

W ST

COPR_sjs
Project3_5_6.aprx
Stephanie Estates NW- Pea Ridge
04/06/2026

W 32-21-29

0 0.25 0.5 1 Miles



Vicinity Map

ORDINANCE NO. 963

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 1511 SLACK STREET, PEA RIDGE, AR 72751 (PARCEL NO. 13-00124-005) AND LEGAL DESCRIPTION IN SECTION 1 FROM R-2, MEDIUM DENSITY RESIDENTIAL TO C-2, GENERAL COMMERCIAL.

WHEREAS, a rezoning petition was properly filed and considered by the Pea Ridge Planning Commission according to the requirements enumerated in Article 14 of the Pea Ridge Municipal Code; and

WHEREAS, the Planning Commission ordered a public hearing to be held on July 7, 2026, at 6:00 PM for the purpose of hearing said application; the notice of such hearing being published in the newspaper having a bona fide circulation in Pea Ridge, Arkansas with evidence being submitted that all property owners within 300 ft having been notified of the public hearing; and

WHEREAS, the Planning Commission voted to recommend to the City Council that said petition be granted and that the property described therein be rezoned from R-2, Medium Density Residential to C-2, General Commercial; and

WHEREAS, the City Council is of the opinion that said parcel(s) should be rezoned as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEA RIDGE, ARKANSAS, THE REFERENCED PROPERTY BE REZONED C-2, GENERAL COMMERCIAL

SECTION 1:

Part of the NE 1/4 of the NE 1/4 of Section 2, Township 20 North, Range 30 West, Benton County, Arkansas, more particularly described as beginning at a point 264 feet West of the NE corner of the NE 1/4; thence West 396 feet; thence South 378 feet; thence East 396 feet; thence North 378 feet to the point of beginning. Subject to Highway on the North side thereof.

Please see "Exhibit A" vicinity map.

LAYMAN'S DESCRIPTION: 1511 Slack Street, Pea Ridge, AR 72751, Pea Ridge, AR 72751; Please see the vicinity map labeled "Exhibit A" // PARCEL NO. 13-00124-005.

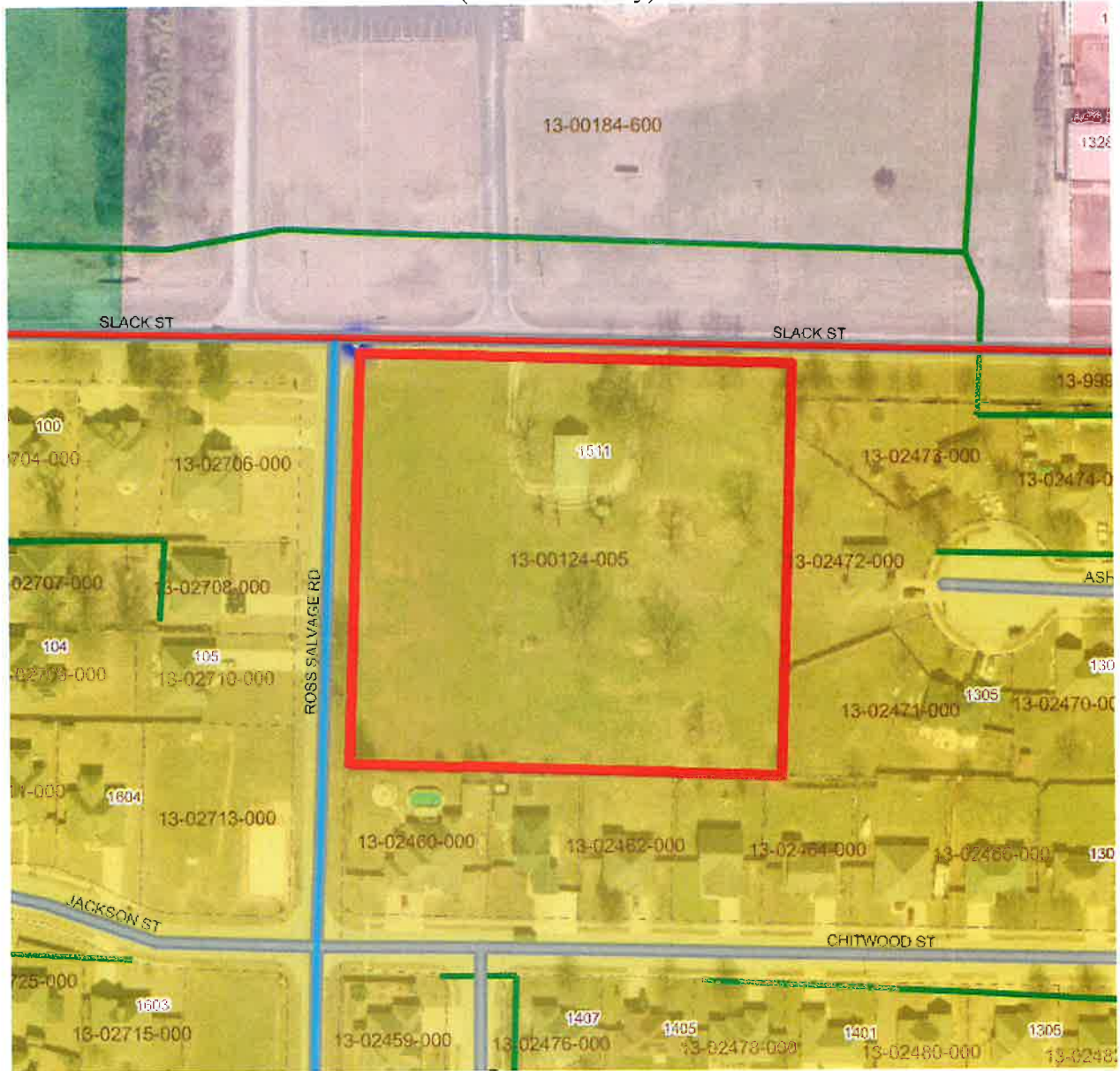
PASSED AND APPROVED this 21st day of July, 2026.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

Exhibit A
Vicinity Map
(illustrative only)



ORDINANCE NO. 964

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE PROVIDING THE VACATION OF A UTILITY EASEMENT ON PROPERTY LOCATED AT 1308 BUNKER DRIVE (PARCEL NO. 13-03782-000), PEA RIDGE, BENTON COUNTY, ARKANSAS, AND FOR OTHER PURPOSES

WHEREAS, a vacation application was properly filed according to the requirements enumerated in Article 15 of the Pea Ridge Municipal Code; and

WHEREAS, consent of the vacation was provided by all local utility operators in Pea Ridge; and

WHEREAS, the City Council is of the opinion that said easement should be vacated as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEA RIDGE, ARKANSAS, as follows:

SECTION 1: That the vacation of a utility easement lying on property at 1308 Bunker Drive, Pea Ridge, Benton County, Arkansas, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the underlying lots and land:

All of the North 10 feet of Lot 39 of The Greens at Sugar Creek subdivision.

Please see "Exhibit A" vicinity map.

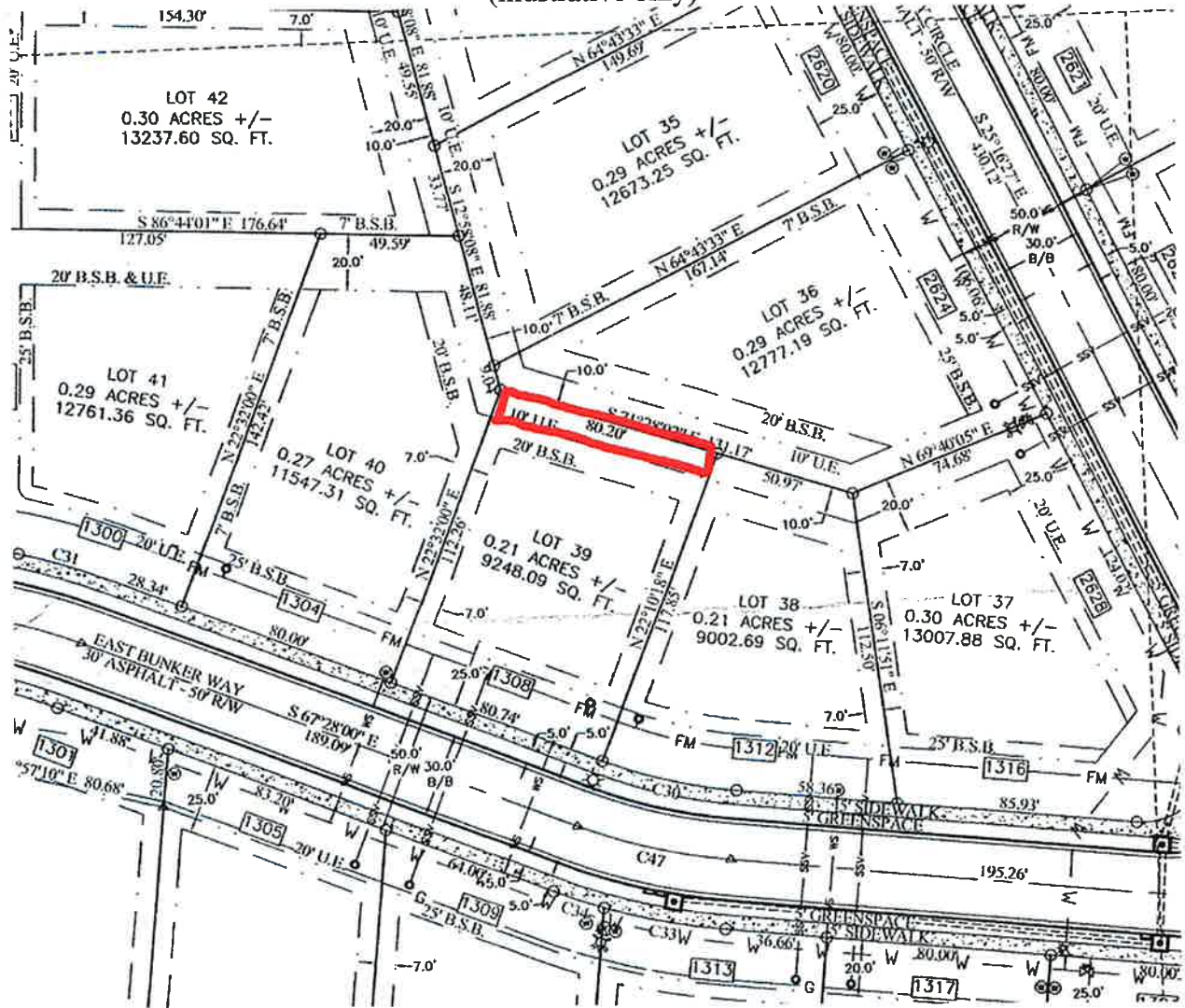
PASSED AND APPROVED this 21st day of July, 2026.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

Exhibit A
Vicinity Map
(illustrative only)



PATTON PLACE DONATED ASSETS

DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roads & Streets				
Class 7 Aggregate Base Course	11	TON	\$31.00	\$341.00
HMAC Base Course	6	TON	\$127.00	\$762.00
Concrete Curb & Gutter	234	LF	\$15.00	\$3,510.00
Sidewalk (5')	240	LF	\$35.00	\$8,400.00
Ramp w/ Trunkated Dome	2	EA	\$900.00	\$1,800.00

Storm Sewer & Structures				
18" RCP	204	LF	\$56.00	\$11,424.00
18" FES	1	EA	\$950.00	\$950.00
Standard Curb Inlet 4' Throat	3	EA	\$4,500.00	\$13,500.00

Domestic Water				
8" PVC C-900 Water Pipe	560	LF	\$71.00	\$39,760.00
6"X6" Tapping Sleeve & Valve	1	EA	\$5,800.00	\$5,800.00
6"x8" Reducer	1	EA	\$450.00	\$450.00
Jack & Bore w/Steel Encasement	45	LF	\$500.00	\$22,500.00
Fire Hydrant Assembly	2	EA	\$8,500.00	\$17,000.00
8" Gate Valve	5	EA	\$2,200.00	\$11,000.00
8" X 8" Tee	1	EA	\$1,300.00	\$1,300.00
Quad Meter Boxes	11	EA	\$3,600.00	\$39,600.00
1" Polyethylene Pipe	1,900	LF	\$8.00	\$15,200.00

Sanitary Sewer				
8" PVC Pipe (6'-10' Deep)	648	LF	\$52.00	\$33,696.00
8" PVC Pipe (10'-14' Deep)	434	LF	\$60.00	\$26,040.00
Manhole (6' to 10' Deep)	5	EA	\$5,200.00	\$26,000.00
Manhole (10'-12' Deep)	4	EA	\$5,600.00	\$22,400.00
4" PVC Service Pipe	1,320	LF	\$12.00	\$15,840.00
4" X 8" Service Wye (w/Cap & "T" Post)	44	EA	\$350.00	\$15,400.00
Existing Manhole Core	1	LS	\$800.00	\$800.00
4"-45° Bend	44	EA	\$100.00	\$4,400.00

TOTAL DONATED ASSETS	\$337,873.00
50% OF COST BOND	\$168,936.50
WATER/SEWER 50% 12 MONTH BOND	\$148,593.00
STREETS/STORM SEWER 50% 18 MONTH BOND	\$20,343.50



Pea Ridge Police Department

Jun-2026



Call	Count	Percent	Previous Month	YTD
911 Hang Up/ Open Line	27	1.26%	19	128
Abandon Vehicle/ Parking Complaint	2	0.09%	24	37
Abduction- Family/Non-Family	0	0.00%	0	0
Agency Assist	21	0.98%	37	193
Alarm	6	0.28%	17	73
Vicious Animal / Bite	3	0.14%	1	6
Animal Call	55	2.57%	56	286
Assault/ Battery	1	0.05%	2	12
Attempted Suicide/ Suicide Threats	1	0.05%	1	4
Breaking or Entering	4	0.19%	3	9
Burglary	2	0.09%	3	7
Business Check	309	14.45%	347	2018
Civil Call	8	0.37%	8	37
Code Enforcement	31	1.45%	15	108
Commercial Fire Alarm	0	0.00%	0	0
Criminal Mischief	2	0.09%	5	17
Death Investigation	0	0.00%	0	2
Disturbance	15	0.70%	12	79
Emergency Message	0	0.00%	0	0
Environmental	0	0.00%	1	2
Extra Patrol	978	45.72%	970	6560
Follow Up	43	2.01%	29	205
Fraud/ Forgery	7	0.33%	18	47
Gun Shots	3	0.14%	1	5
Harassment/ Harassing Communications	0	0.00%	0	0
Informational	51	2.38%	59	299
Investigation	0	0.00%	2	8
Lost/Injured/Or Otherwise Missing	0	0.00%	0	2
Lost/Found Property	6	0.28%	6	31
Missing Person Adult	1	0.05%	1	7
Missing Person Juvenile	2	0.09%	3	15
Motorist Assist	6	0.28%	1	32
MVC w/Entrapment	0	0.00%	0	0
MVC w/Injury	0	0.00%	0	2
MVC wo/Injury	28	1.31%	15	116
Narcotics Investigation	1	0.05%	0	7
Noise Complaint	13	0.61%	10	48
Other	0	0.00%	1	16
Overdose	1	0.05%	1	7
Prowler	0	0.00%	0	0
Public Assist	12	0.56%	17	76
Pursuit	1	0.05%	0	3
Rape/Sexual Assault	1	0.05%	2	13
Reckless Driver	13	0.61%	28	123
Residential Structure Fire	0	0.00%	2	5
Road Hazard	3	0.14%	9	31
Sex Offender Investigation	0	0.00%	0	0
Stolen Vehicle	1	0.05%	0	6
Suspicious Circumstance	15	0.70%	41	222
Theft	1	0.05%	5	22
Threats	0	0.00%	3	28
Traffic Stop	406	18.98%	421	2670
Trespassing	0	0.00%	6	25
Unconscious/Unresponsive/Syncope	0	0.00%	6	20
Unlock	0	0.00%	0	11
Warrant Service/Felony	2	0.09%	1	15
Warrant Service/Misdemeanor	34	1.59%	46	262
Welfare Check	23	1.08%	23	132
TOTAL	2139	100.00%	2278	14089

Misdemeanor Criminal

New Charge Arrests-
Warnings-
Warrant Arrests-
City Ordinance-

Month	YTD
15	93
3	21
34	262
11	84

Misdemeanor Traffic

Citations-
Warnings-
Verbal-
City Ordinance-

49	334
356	2317
0	0
1	19

Felony Criminal

New Charge Arrests-
Warrant Arrests-

6	20
2	15

Agency Assists

18	130
----	-----

New Cases

125	794
-----	-----

Traffic Stops

406	2670
-----	------

Total Mileage

22421	121342
-------	--------


Chief of Police