

Pea Ridge City Council
Regular Meeting
June 17, 2025

The Pea Ridge City Council met in a Regular Meeting on Tuesday, June 17, 2025, 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, Nadine Telgemeier, Bob Morrison, Steve Guthrie, Cody Keene and Jeff Neil. Also present was City Attorney Shane Perry.

Others present were: Jasmine Johnson, Annette Beard, Jody Morrison

Mayor See called the meeting to order.

Alderman Neil opened the meeting in prayer followed by the Pledge of Allegiance.

Public Comments: None

Alderman Keene moved, seconded by Alderman Guthrie to approve the minutes of the May 20, 2025, Regular Meeting. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Mayor See read Resolution Number 563, which is entitled:

A RESOLUTION AUTHORIZING THE MAYOR, CITY CLERK AND
POLICE CHIEF TO ENTER INTO AN SRO AGREEMENT WITH THE
PEA RIDGE SCHOOL DISTRICT

Alderman Keene moved, seconded by Alderman Neil to approve Resolution Number 563 as read. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Mayor See read Resolution Number 564, which is entitled:

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A CONTRACT WITH HALFF ASSOCIATES, INC.

Alderman Keene moved, seconded by Alderman Guthrie to approve Resolution Number 564 as read. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Street Supt. Monte Keene presented a unit pricing quote for the 2025 overlay project which includes Clark Street, etc. This price is \$2.72 per square foot for approximately 45,328 square feet. Alderman Keene moved, seconded by Alderwoman Larsen to approve this unit price of \$2.72 per square foot. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Alderman Keene moved, seconded by Alderman Guthrie to appoint Jake Wagner as Director and Mike Nida as Alternate to the Benton/Washington County Water Authority. The roll being called, the vote was as follows: Ginger Larsen voted aye; Nadine Telgemeier voted aye; Bob Morrison voted aye; Steve Guthrie voted aye; Cody Keene voted aye; and Jeff Neil voted aye. Motion passed.

Announcements:

Mayor See thanked Walmart Neighborhood Market, Pea Ridge for their generous food donation and to Arvest Bank, Jeff Neil, Mike Willard, Mark Wade and Keith Martin for cooking for our Employee Luncheon last Friday. It was appreciated and enjoyed by everyone in attendance.

Upcoming Events:

The Pea Ridge Community Fair will be June 25th – 28th.

The Freedom Fest will be on June 29th.

The Kevin Apple Candlelight Vigil will be on June 26th at 9 p.m. at the Kevin Apple Memorial Site, Slack Street and Townsend Way.

The Regular July City Council Meeting will be Tuesday, July 8, 2025, at 6:00 p.m. There will be no work session for the month of July.

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

Nathan See, Mayor

Sandy Button, City Clerk

PROPOSAL & CONTRACT



April 8, 2025
City of Pea Ridge
846 N Davis Street
Pea Ridge, AR

NW Arkansas Division
151 Grading Ln
Cave Springs, AR 72718
Office 479-203-7550

Attn: Monte Keene

TIPS: 2042816

Re: City of Pea Ridge - 2 Inch Street Overlay

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Repair Type	Description	Quantity	Unit	Unit Price	Total
Asphalt	2" Overlay w/ Fiber (CITY)	45,328	SF	\$ 2.72	\$
Asphalt	2" Overlay w/ Fiber (WATER DEPT)	11,472	SF	\$ 2.72	\$
Total Project Cost =					\$

The work is to be performed as follows: *Reference Plans or Site map as necessary*

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

- Pea Ridge, AR

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Alex Wegner
Project Manager

ORDINANCE NO. 908

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:

MADER SKORUPSKI ANNEXATION INTO THE CITY OF PEA RIDGE

ALL OF THE FOLLOWING DESCRIBED UNINCORPORATED AREA IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NE CORNER OF SECTION 13 T20N R30W, ON THE CITY LIMITS OF PEA RIDGE; THENCE N86°50'2"W 665.03 FT; THENCE S17°46'49"E 291.22 FT; THENCE S36°20'3"W 339.81 FT; THENCE S54°0'16"E 87.50 FT;

THENCE S33°41'24"E 43.73 FT; THENCE S2°30'7"E 36.22 FT; THENCE S8°7'1"W 35.68 FT; THENCE S7°1'20"E 46.35 FT; THENCE S4°16'55"E 414.48 FT; THENCE S10°47'43"W 12.18 FT; THENCE S6°7'36"E 61.13 FT; THENCE S0°9'12"E 26.01 FT; THENCE N41°9'44"W 285.77 FT; THENCE N31°10'24"W 198.79 FT; THENCE N65°23'4"W 292.49 FT; THENCE N56°19'15"W 163.03 FT; THENCE N2°40'11"E 707.43 FT; THENCE S86°49'17"E 44.02 FT; THENCE N25°37'3"E 45.69 FT; THENCE N39°55'8"E 41.18 FT; THENCE N37°43'6"E 131.60 FT; THENCE N42°12'24"E 142.27 FT; THENCE N21°40'31"E 65.00 FT; THENCE N4°40'3"W 53.77 FT; THENCE N25°17'21"W 69.66 FT; THENCE S86°23'15"E 1070.51 FT; THENCE S2°36'1"W 462.23 FT, ALONG THE CITY LIMITS OF PEA RIDGE, TO THE POINT OF BEGINING, INCLUDING ALL ADJACANT RIGHT-OF-WAY OF 4 K RANCH DRIVE.

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 #1 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.

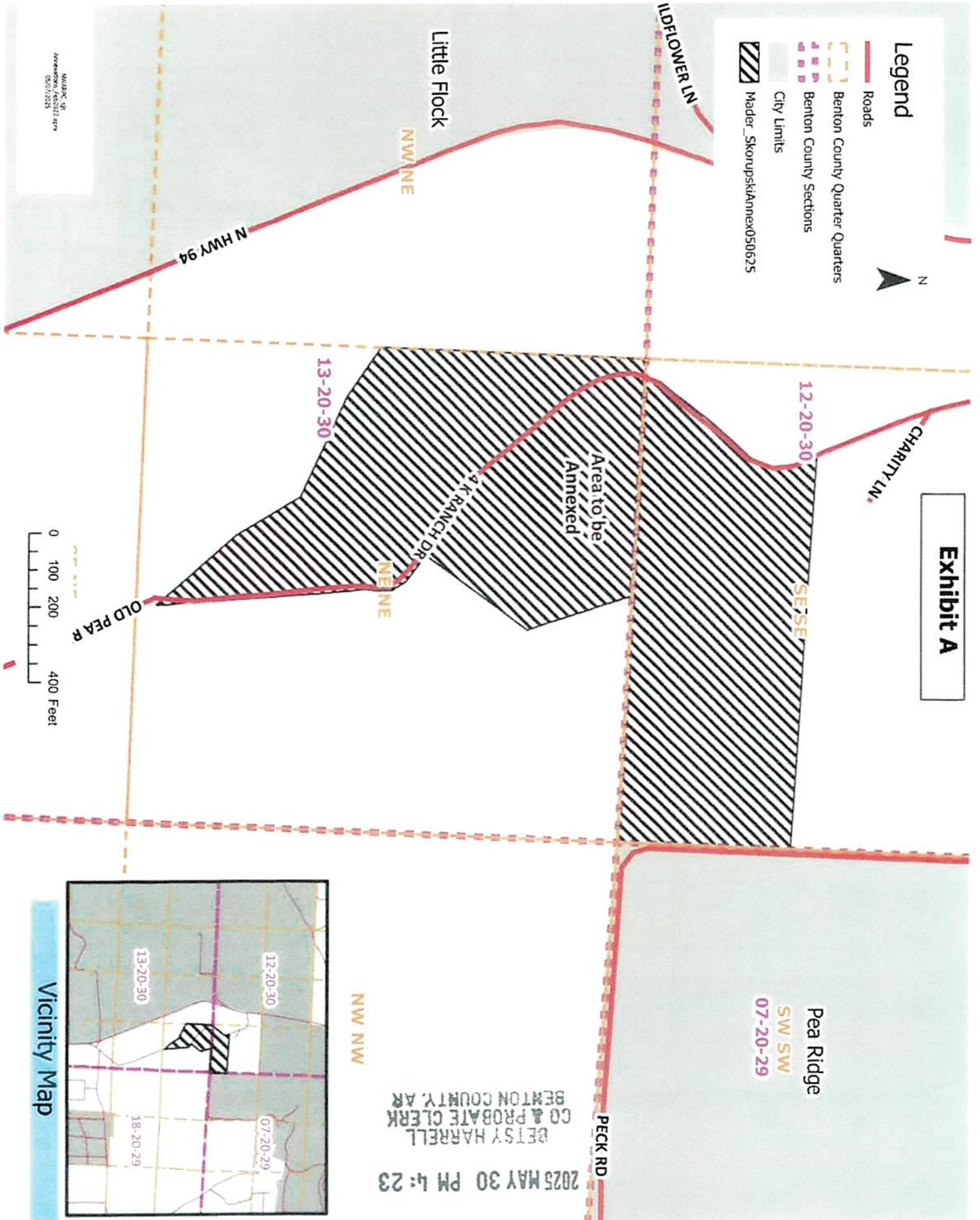
PASSED AND APPROVED THIS 8th DAY OF JULY, 2025.

NATHAN SEE, Mayor

Attest:

SANDY BUTTON, City Clerk-Treasurer

Mader Skorupski Annexation into the City of Pea Ridge, Arkansas



FILED

ORDINANCE NO. 910

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 494 SOUTH DAVIS STREET, PEA RIDGE ARKANSAS, 72751 (PARCEL NOs. 13-00007-000 & 13-00006-000) AND LEGAL DESCRIPTION IN SECTION 1 FROM R-1, LOW DENSITY RESIDENTIAL AND A, AGRICULTURE TO R-2, MEDIUM DENSITY RESIDENTIAL.

WHEREAS, a rezoning petition was properly filed and considered by the Pea Ridge Planning Commission according to the requirements; and

WHEREAS, the Planning Commission ordered a public hearing to be held on July 1, 2025, 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-1, Low Density Residential, and A, Agriculture to R-2, Medium Density Residential; and

WHEREAS, the City Council is of the opinion that said parcel 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 TO R-2, MEDIUM DENSITY RESIDENTIAL.

SECTION 1:

PT N/2 SW NW BEG NW/C N 89° E348' S125 S89°W348' N125' TO BEG.

AND

PART OF THE FRL N1/2 OF THE SW ¼ OF THE NW ¼ OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 29 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 379 FEET NORTH OF THE SW CORNER OF THE SAID FRL. N1/2 OF THE SW ¼ OF THE NW ¼; THENCE NORTH 281 FEET; THENCE EAST 1323 FEET; THENCE SOUTH 660 FEET; THENCE WEST 993 FEET; THENCE NORTH 379 FEET; THENCE WEST 330 FEET TO THE PLACE OF BEGINNING. LESS & EXCEPT: BEGINNING AT THE NW CORNER OF SAID N1/2 OF THE SW1/4 OF THE NW1/4; THENCE NORTH 89°52'04" EAST 348.5 FEET; THENCE SOUTH 125 FEET; THENCE SOUTH 89°52'04" WEST 348.5 FEET TO THE CENTERLINE OF A COUNTY ROAD; THENCE NORTH 125 FEET ALONG SAID

CENTERLINE TO THE PLACE OF BEGINNING. LESS AND EXCEPT: PART OF THE N 1/2 OF THE FRACTIONAL SW ¼ OF THE NW ¼ OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 29 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 130 FEET NORTH AND NORTH 88°48'48" EAST 330 FEET FROM THE SW CORNER OF THE SAID N1/2 OF THE SW ¼ OF THE NW ¼ OF SECTION 6; THENCE RUN NORTH 248.91 FEET; THENCE NORTH 88°48'48" EAST 195 FEET; THENCE SOUTH 248.91 FEET; THENCE SOUTH 88°48'48" WEST 195 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT: PART OF THE FRL NE ¼ OF THE NW ¼ OF SECTION 6 IN TOWNSHIP 20 NORTH OF THE RANGE 29 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 172.26 FEET WEST OF THE NE CORNER OF THE SAID NE ¼ OF THE NW ¼ RUNNING THENCE WEST 668 FEET THENCE SOUTH TO THE SOUTH LINE OF THE SAID NE ¼ OF THE NW ¼; THENCE EAST 668 FEET THENCE NORTH TO THE POINT OF BEGINNING.

Please see "Exhibit A" vicinity map.

LAYMAN'S DESCRIPTION: 494 South Davis Street; Please see the vicinity map labeled "Exhibit A" // PARCEL NOs. 13-00007-000 & 13-00006-000

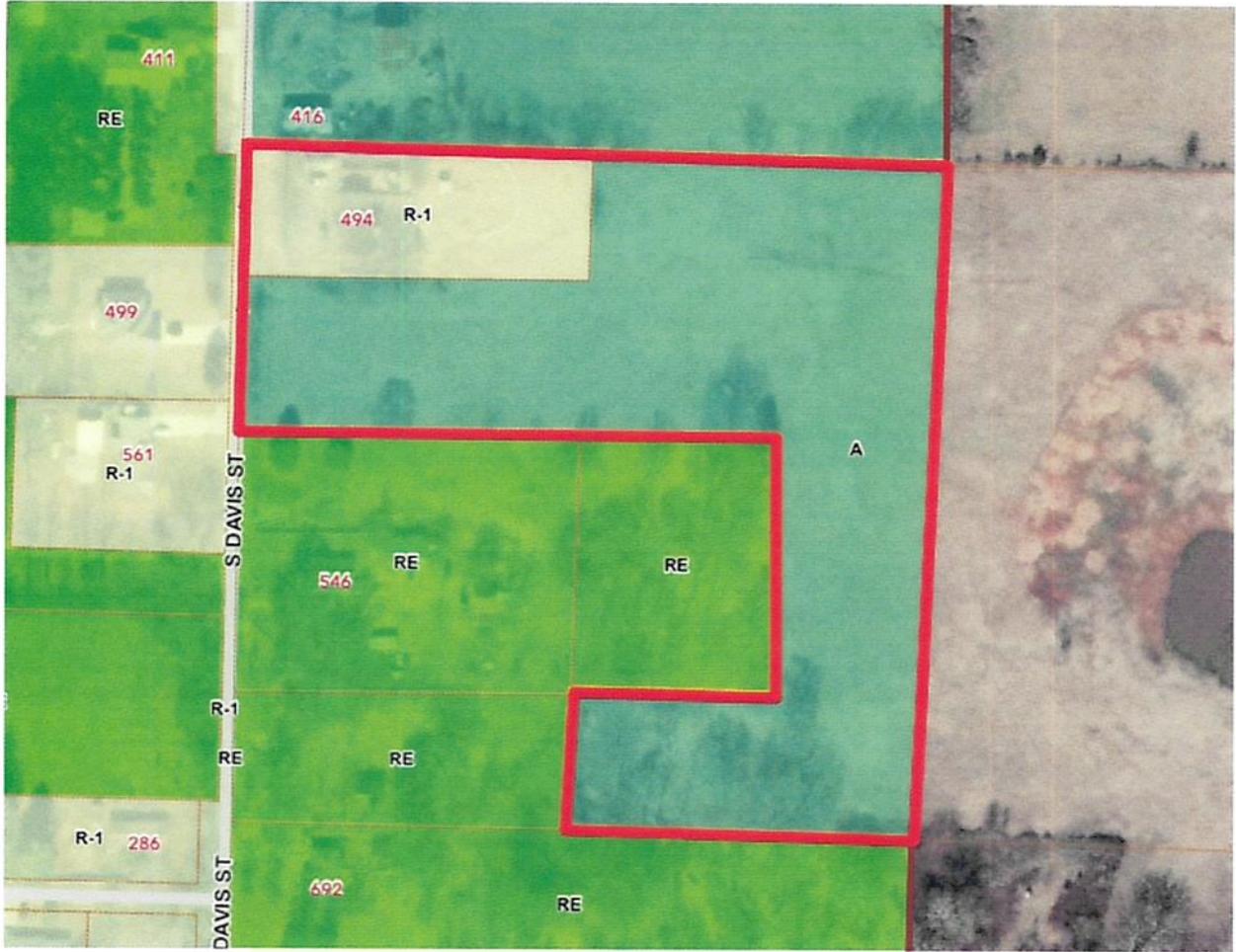
PASSED AND APPROVED this 8th day of July, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

Exhibit A
Vicinity Map
(illustrative only)



ORDINANCE NO. 911

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 1838 WEST PICKENS AVENUE, PEA RIDGE ARKANSAS, 72751 (PARCEL NOs. 13-00183-096 & 13-00183-097) 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; and

WHEREAS, the Planning Commission ordered a public hearing to be held on July 1, 2025, 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 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 TO C-2, GENERAL COMMERCIAL.

SECTION 1:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°35'15"E 242.78' FROM AN EXISTING RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°35'15"E 110.19', THENCE S87°25'46"E 656.80', THENCE S02°34'14"W 110.39', THENCE N87°24'45"W 656.83' TO THE POINT OF BEGINNING, CONTAINING 1.66 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Please see "Exhibit A" vicinity map.

LAYMAN'S DESCRIPTION: 1848 West Pickens Avenue; Please see the vicinity map labeled "Exhibit A" // PARCEL NOs. 13-00183-096 & 13-00183-097

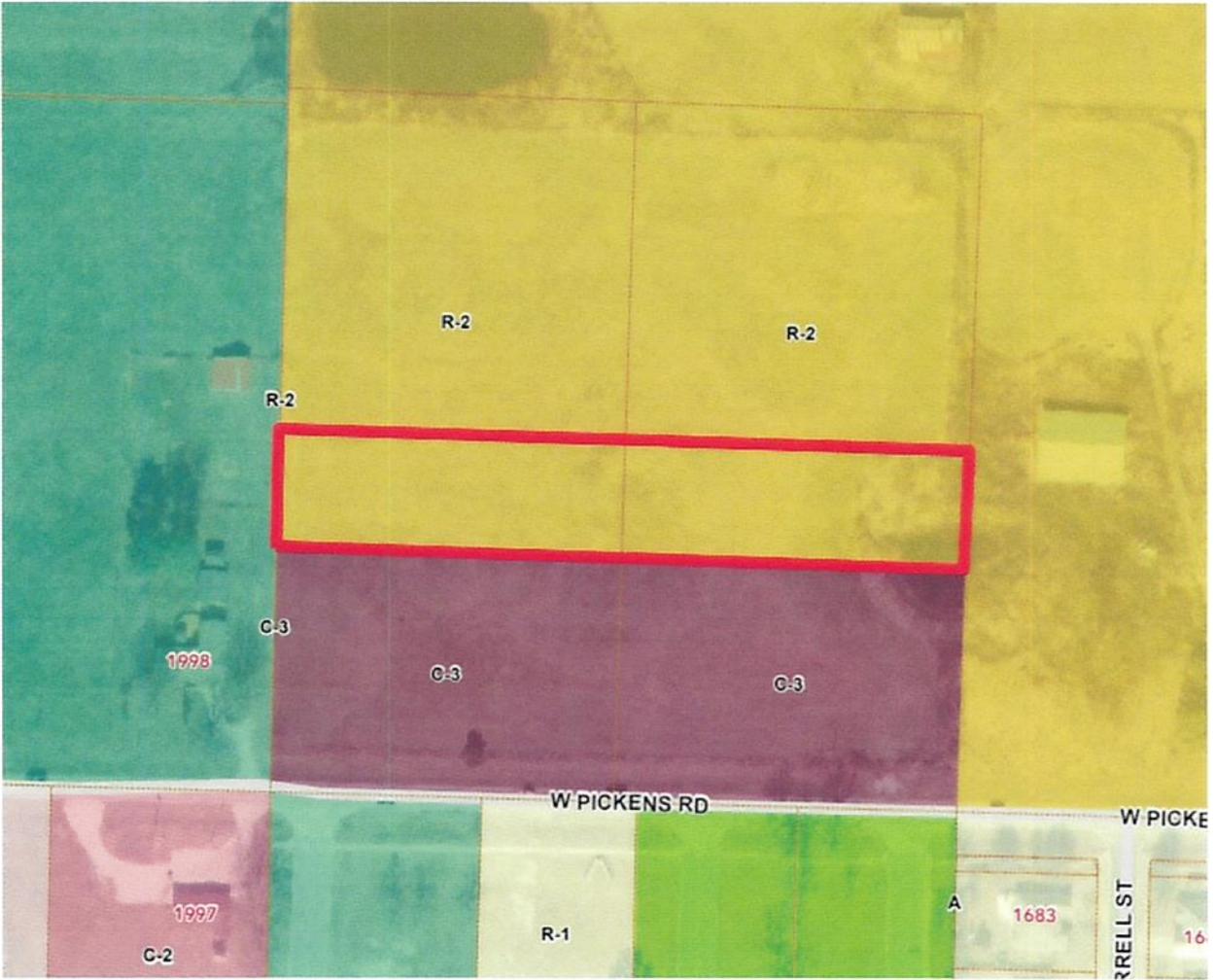
PASSED AND APPROVED this 8th day of July, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

Exhibit A
Vicinity Map
(illustrative only)



RESOLUTION NO. 565

A RESOLUTION TO PROCEED WITH HALFF ASSOCIATES, INC. TASK ORDER 052641.014 FOR SERVICES RELATED TO A WATER UTILITY RATE STUDY

WHEREAS, the city signed a Master Services Agreement (“MSA”) with Halff Associates, Inc. (“Halff”) on or around October 18, 2022; and

WHEREAS, pursuant to Act 605 of 2021, and any later amendments, water rate studies are periodically required for proper oversight and administration of municipal water systems; and

WHEREAS, the city desires to retain Halff to perform the work outlined in Task Order 052641.014, attached, pursuant to the terms and conditions of the MSA, with the amendment/clarification that the “Compensation of Engineer” is pursuant to the lump sum fee outlined in Exhibit C to Task Order 052641.014 (rather than the hourly fee structure outlined in Exhibit A to the MSA); and

WHEREAS, the city finds that it is in the best interest of the public health, safety, and welfare to proceed with Task Order 052641.014.

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 052641.014 up to the amount of \$20,000.

Section 3: That all budgets impacted by the decisions herein shall be amended, as required, prior to the close of Q4.

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

PASSED AND APPROVED this 8th day of July, in the year of our Lord, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk



LETTER OF AGREEMENT

April 7, 2025

Mr. Ken Hayes
Water Superintendent
Pea Ridge Water Utilities
885 N Curtis Ave
Pea Ridge, AR 72751

RE: Water Utility Rate Study

Dear Mr. Hayes,

HALFF ASSOCIATES ("Halff") is pleased to submit this proposal to the City of Pea Ridge ("Client") to conduct a Water Rate Study to satisfy the requirements of Act 605 of 2021 and issue a report on the findings of the Water Rate Study.

The **Scope of Services** for this proposal includes all Engineering Services normally provided in a project of this style, as described in EXHIBIT A – Scope of Services, of this document, consisting of 2 pages.

The **Project Schedule** for this proposal is shown in EXHIBIT B – Schedule, of this document, consisting of 1 page. This schedule includes an estimated duration for all Services as well as review and approvals.

The **Compensation** for the Services as outlined in the included Scope will be a lump sum amount, inclusive of all professional services and estimated expenses, as shown in EXHIBIT C – Fee, of this document, consisting of 1 page.

This **Agreement** is presented as "Task Order 014" of our Master Services Agreement for Professional Services is attached, consisting of 1 page.

**TASK ORDER – 052641.014
Water Utility Rate Study
Pea Ridge Water Utilities**

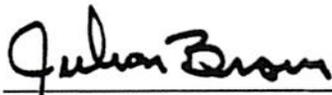
TASK ORDER NO.	014	Master Services Agreement, dated: October 18, 2022
TASK ORDER DATE	April 7, 2025	
TASK ORDER REVISION	Rev 0	

SERVICES	Water Utility Rate Study		
SERVICE TASK TYPE:	<input type="checkbox"/> Time & Material	<input type="checkbox"/> Fixed Price	<input checked="" type="checkbox"/> Other (Lump Sum)
SCOPE:	See "Exhibit A - Scope of Services", attached		
SCHEDULE	See "Exhibit B - Schedule", attached		
COMPENSATION:	See "Exhibit C - Fee", attached		
LOCATION:	Pea Ridge, AR		
CLIENT PROVISIONS:	N/A		
NTP DATE:	TBD		

Upon full execution of this Task Order by the Owner (*Pea Ridge Water Utilities*) and the Engineer (*Half 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.

Half Associates, Inc.

CITY OF PEA RIDGE, ARKANSAS



Signature of Authorized Representative



Signature of Authorized Representative

Water/Wastewater Team Leader
Title



Title

April 7, 2025
Date



Date

**Exhibit A - Scope of Services
Water Utility Rate Study
Pea Ridge Water Utilities**

Pea Ridge Water Utilities (Client) owns and operates a potable water system within and around the City of Pea Ridge, Arkansas. The Client has experienced substantial population growth over the last 25 years and wishes to be proactive in serving the needs of its existing customers and planning for all future developments as the City's population continues to increase.

The Client is requesting a Water Utility Rate Study to meet the requirements of Act 605 of 2021 prior to their 1.0 million Gallon (MG) Elevated Water Storage Tank project and to evaluate the current revenues as well as the current and proposed expenses.

This project Scope of Services defines the tasks required to perform a Water Utility Rate Study and prepare a report of recommendations to include the following:

Task 1. Comprehensive Cost Analysis

Halff will conduct a Comprehensive Cost Analysis to analyze the current and projected expenses of the water system, including:

- A. Compiling information from the Client, including but not limited to, the most recent Audits and any previous Water Rate Studies
- B. Evaluating the current and projected operation and maintenance (O&M) expenses of the system
- C. Evaluating the financing expenses of the system
- D. Reviewing any existing loans that the Client has outstanding
- E. Evaluating the depreciation expenses of the system
- F. Reviewing the existing water rate structure
- G. Determining the proposed Capital Improvements Program that the Client seeks to finance over the next five years
- H. Calculating the Client's current and future allocations toward a Refurbishment and Replacement (R&R) Account
- I. Calculating the future expenses for annual audits and future Water Utility Rate Studies

Task 2. Comprehensive Revenue Earnings Analysis

Halff will conduct a Comprehensive Revenue Earnings Analysis to analyze the current and projected revenues of the water system, including:

- A. Evaluating the current available cash balance for the system
- B. Evaluating the current revenues of the water system, including but not limited to, user revenues, non-rate revenues
- C. Calculating the rate revenue without recommended increases
- D. Calculating the recommended rate increases and the projected additional revenue from the rate increases over the next five years

**Exhibit A - Scope of Services
Water Utility Rate Study
Pea Ridge Water Utilities**

- E. Calculating the system's Debt Service Coverage Ratio
- F. Determine the number of days that the available cash balance could cover O&M expenses without additional revenue
- G. Determining the annualized revenue requirement

Task 3. Asset Management Plan

Halff will complete an Asset Management Plan as part of the Water Utility Rate Study for the Client, including:

- A. Compiling information from the Client on the essential assets of the potable water system, including but not limited to:
 - a. The type of assets
 - b. The year the assets were installed
 - c. The vendor-specified useful life (if available)
 - d. The anticipated date of replacement
 - e. Any existing Asset Management Plans
- B. Calculating the installation/replacement cost estimates
- C. Determining the projected consequence of failure of the assets
- D. Creating and providing a plan for the replacement of essential assets in the system

Task 4. Final Report

Halff will complete a Final Report to summarize the findings of the Water Utility Rate Study for the Client, including:

- A. An explanation of the proposed water rate structure
- B. Recommendations for any changes to the Client's operations, including a plan on how the changes should be implemented

Task 5. Additional Engineering Services / Exclusions

Items not listed in the above Scope of Services are not included herein. These are considered additional services and can be included, as required, with a mutually agreed scope and fee.

**Exhibit B - Schedule
Water Utility Rate Study
Pea Ridge Water Utilities**

The following schedule for the Water Utility Rate Study Services is proposed for this project. This schedule assumes a reasonable time frame (as shown below) for all reviews and approvals. This schedule does not account for any labor delays due to pandemics or other work restrictions imposed beyond the control of the Engineer. This schedule does not include any time for any additional services which may be required by this project. This schedule does not account for any material manufacturing or delivery delays beyond the control of the Engineer.

A. Water Utility Rate Study

The following schedule is proposed for the Water Utility Rate Study Services:

TASK DESCRIPTION	TASK DURATION	SCHEDULE WEEKS
Notice to Proceed (NTP)	0 weeks	0
Information Gathering from Client	1 week, following NTP	1
Preliminary Report Development	4 weeks, following Info Gathering	5
Client Review of Preliminary Report	1 weeks, following Report Development	6
Final Report Development	Assume 2 weeks, Following Client review	8

**Exhibit C - Fee
Water Utility Rate Study
Pea Ridge Water Utilities**

1) Water Utility Rate Study

Compensation for conducting the rate study and issuing the final report, as defined in the attached EXHIBIT A – Scope of Services, shall be a Lump Sum amount of **\$20,000.00**. This shall include all professional services and any required expenses.

Invoices will be issued monthly based on the total percent complete.

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

The City of Pea Ridge, Arkansas is seeking Statements of Qualifications for professional engineering services.

Professional services for this RFQ may be required in the areas of; water distribution and storage infrastructure design, wastewater collection and treatment infrastructure design, water and wastewater hydraulic modeling, surveying, architectural design of buildings and facilities, construction administration and inspection, geotechnical evaluation, structural evaluation, electrical systems design, other related areas.

The Request for Qualification (RFQ) is available through Jake Wagner, Utilities Director, at jake.wagner@cityofpearidge.com.

One bound copy and one electronic copy of the statement of qualifications shall be submitted on or before July 1, 2025, by 4:30 pm local time to:

Jake Wagner, Utilities Director
City of Pea Ridge
885 N Curtis Ave
Pea Ridge, AR 72751
479-451-1109
Email: jake.wagner@cityofpearidge.com

The selection process will conform to the provisions outlined in Arkansas Code Annotated 19-11-801. The statement of Qualifications expenses shall be borne by the submitting firm. The City of Pea Ridge reserves the right to reject any or all submittals and to waive any informalities.

Advertise dates:

June 22, 2025

June 29, 2025

Submittal date:

July 1, 2025

Contact Information for Arkansas Democrat-Gazette:

Gregg Sterne, Legal Advertising
Arkansas Democrat-Gazette
legalads@arkansasonline.com

RESOLUTION NO. 566

A RESOLUTION TO PROCEED WITH HALFF ASSOCIATES, INC. TASK ORDER 052641.018 FOR ENGINEERING SERVICES NEEDED TO UPGRADE THE EASTERLING LIFT STATION

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

WHEREAS, due to continued population growth in the Easterling Sewer Basin, the Easterling Pump Station needs upgrades to increase its capacity; and

WHEREAS, the purpose of this task order is to develop engineering plans and specifications to implement pump upgrades and improvements at the lift station; and

WHEREAS, the city desires to retain Halff to perform the work outlined in Task Order 052641.018, attached, pursuant to the terms and conditions of the MSA, with the amendment/clarification that the “Compensation of Engineer” is pursuant to the fees outlined in Exhibit B to Task Order 052641.018 not to exceed \$108,475 (rather than the hourly fee structure outlined in Exhibit A to the MSA); 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 to upgrade the Easterling Pump Station.

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 052641.018, attached, dated June 11, 2025, up to the amount of \$108,475.

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 8th day of July, in the year of our Lord, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk

TASK ORDER - 052641.018
Easterling Lift Station Improvements
Pea Ridge Water Utilities

TASK ORDER NO.	018	Master Services Agreement, Dated: October 18, 2022
TASK ORDER DATE	June 11 th , 2025	
TASK ORDER REVISION	Rev 0	

SERVICES	Easterling Lift Station Improvements		
SERVICE TASK TYPE:	<input type="checkbox"/> Time & Material	<input type="checkbox"/> Fixed Price	<input checked="" type="checkbox"/> Other (Lump Sum)
SCOPE:	See "Exhibit A - Scope of Services", attached		
SCHEDULE	See "Exhibit C - Schedule", attached		
COMPENSATION:	See "Exhibit B - Fee Summary", attached		
LOCATION:	City of Pea Ridge, Arkansas		
CLIENT PROVISIONS:	N/A		
NTP DATE:	TBD		

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

Brian Maurer, PE, Operations Manager
 Title

 Title

June 11th, 2025
 Date

 Date

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
Mayer
Title
10-18-22
Date

**Exhibit A – Scope of Services
Easterling Lift Station Improvements
Pea Ridge Water Utilities**

Pea Ridge Water Utilities (Utility) owns and operates the Easterling Lift Station as part of its sanitary sewer collection system within the City of Pea Ridge, Arkansas. Based on a Study Report completed in March 2023, and subsequent coordination with the Arkansas Department of Health (ADH), it has been determined that wastewater flow received at the Easterling Lift Station will soon meet or exceed the lift station's existing firm capacity. The following Scope of Services is proposed to develop engineering Plans and Specifications for the implementation of pump upgrades and miscellaneous improvements to increase the Lift Station firm capacity to approximately 2,050 GPM.

Below is a general description for the improvements to be included as part of the design package:

1. Retrofit replacement of the existing 70 HP pumps with approximately 150 HP submersible wastewater pumps.
 - a. Based on previous vendor coordination, it is assumed that the existing lift station accessories (base discharge elbows, pump guide rails, hatches, discharge valves and piping, etc.) may be utilized for the installation of the new pumps.
2. Supporting electrical and control equipment including pump variable frequency drives (VFDs), breaker panels, disconnects, SCADA panel, etc.
3. Pre-Manufactured FRP or metal building to house new electrical equipment.
 - a. Building will include HVAC, LED lighting, ventilation, and GFCI receptacles.
4. New approx. 200 kW backup generator.
5. New overhead hoist/crane system for wet well.

In addition to the above description of work, Halff will perform a desktop hydraulic evaluation of the existing wastewater treatment plant (WWTP) equalization diversion system (EQ system). The analysis will determine EQ system suitability to adequately handle increased flows to the WWTP associated with capacity upgrades at the Easterling Lift Station. The hydraulic analysis is required for approval of this project by ADH as stated in their response letter dated March 22nd, 2023 regarding the Easterling Lift Station Study Report.

The following Scope of Services is proposed for the completion of Work described above:

1. Surveying Services, shall include:

1.1. Topographic Site Survey

- i) Halff will perform basic topographical/spot survey of the Lift Station Site to assist with development of design.
 - (1) All above ground appurtenances will be located.
 - (2) Existing Sanitary Sewer manholes, wet well, valve vault, inverts, and pipe sizes within the site will be located and surveyed.

2. Hydraulic Analysis of EQ System, shall include:

- ii) Desktop hydraulic analysis of EQ system from inlet structure at WWTP to EQ basin.
- iii) Generate Technical Memo to be provided to ADH along with Design Plans and Specifications for review and approval.
- iv) Note: Client will provide as-built record drawings of WWTP to assist with hydraulic calculations.

3. Design Engineering Services, shall include:

3.1. Design and Project Management

- i) Conduct routine status update meetings with the Client.
 - (1) Halff will conduct up to two (2) routine status update meetings with the Client throughout the duration of the project. These meeting may be held virtually or in-person.
- ii) Provide general project management including preparation of status reports, routine invoicing, quality assurance and quality control (QA/QC) reviews, and general management of the design team including any sub-consultants.

3.2. Intermediate Design (60%)

- i) Prepare 60% design Plans.
- ii) Prepare 60% Technical Specifications.
- iii) Submit the above documents to the Client for review in digital PDF format.

3.3. Final Design

- i) Prepare 90% design Plans.
- ii) Prepare 90% Technical Specifications.
- iii) Prepare project takeoffs and final OPCC.
- iv) Submit the above documents to the Client for review in digital PDF format.
- v) Halff shall prepare and submit 100% design Plans and technical specifications.

3.4. Contract and Bid Documents

- i) Halff will prepare and submit front-end contract documents necessary for public bid and award for construction. These documents will be submitted to the Client simultaneously with 90% design documents.
 - (1) Front-End and Construction Contract Documents will utilize EJCDC C-990 standard forms. Alternatively, the Client may elect to provide a complete template of contract documents to be modified for this Project.

4. Permitting Services, shall include:

4.1. Arkansas Department of Health (ADH) Review and Approval

- i) Upon Client approval of final design Plans and Technical Specifications, Halff will submit design documents to ADH for review and approval.
- ii) Halff will respond to comments and revise design documents, as required, to obtain ADH approval.

4.2. Floodplain Development Permit

- i) The Easterling Lift Station site is located within the Zone A, 100-year floodplain defined for Otter Creek. A Floodplain Development Permit may be required for temporary disturbances in the floodplain/floodway due to construction.
- ii) Halff will prepare and submit a Floodplain Development Permit Application to the Certified Floodplain Manager (CFM) for the City of Pea Ridge, as required.
- iii) Development of a No-Rise Certificate, including hydrologic and/or hydraulic analyses and modeling is **not** included in this Scope of Work. If modeling and/or a No-Rise certificate is deemed required, upon review of the proposed design from the CFM, these services will be provided for an additional fee.

5. Construction Administrative Services, shall include:

5.1. General Engineering Administrative Services

- i) Review Contractor's Submittals.
 - (1) Includes up to five (5) Submittals.
- ii) Review and respond to Requests for Information (RFIs), as required.
 - (1) Includes up to five (5) RFIs.
- iii) Assist with the interpretation of design Plans and Technical Specifications, as required.
- iv) Assist with the preparation of Construction Change Orders, as required.

5.2. Construction Inspection and Observation – **NOT INCLUDED**

- i) **Please Note:** Full or part-time construction observation and/or inspection of any kind is **not included** within this Scope of Work, but may be added at the request of the Client and billed as hourly services under this Phase.
- ii) Other services, related to Construction Inspection and Observation, **not included** in this Scope of Work, includes:
 - (1) Preparation of routine construction status reports.
 - (2) Conducting routine construction status meetings.
 - (3) Review and/or processing of Contractor Applications for Payment.
 - (4) Performance of final inspections.
 - (5) Engineering oversight of materials testing.

6. Additional Services

6.1. **The following services are not included** in the proposed Scope of Services. The Fee for Additional Services can be negotiated on an individual basis. These Additional Services shall include, but not limited to the following:

- i) Full or part-time construction observation and/or inspection of any kind (refer to Section 4.2)
- ii) Management of the advertisement and bid process.
- iii) Management or oversight of the construction contract.
- iv) Management or oversight of the Contractor performing Construction.
- v) Project funding research, applications, general assistance, or management.
- vi) Assistance with obtaining grants, loans, or other sources of project funding.
- vii) Corrosion control or surge analyses.
- viii) Flow or pressure monitoring.
- ix) Hydraulic modeling.
- x) Closed circuit televising of collection system.
- xi) Easement negotiations and acquisitions.
- xii) Preparation of easement documents of any kind.
- xiii) Other services not explicitly listed under Sections 1 through 5 within this Scope of Services.

**Exhibit B – Fee Summary
Easterling Lift Station Improvements
Pea Ridge Water Utilities**

1. Surveying Services

The Compensation for Surveying Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$2,900**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion).

2. Hydraulic Analysis of EQ System

The Compensation for the Hydraulic Analysis of the EQ System as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$8,000**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion).

3. Design Engineering Services

The Compensation for Design Engineering Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$90,875**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion).

4. Permitting Services

The Compensation for Permitting Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$2,500**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion).

5. Construction Administrative Services

The Compensation for Construction Administrative Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$4,200**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion).

6. Additional Services (Phase 5)

Additional Engineering Services, not considered as scoped services as described in Exhibit A – Scope of Services, will be provided as required and as directed by the Client. Fees for these services may be negotiated on an individual basis or shall be at the appropriate hourly rate.

PROPOSED FEE SUMMARY

Surveying Services	\$ 2,900.00
Hydraulic Analysis of EQ System	\$ 8,000.00
Design Engineering Services	\$ 90,875.00
Permitting Services	\$ 2,500.00
Construction Administrative Services	\$ 4,200.00
Total Fee:	\$ 108,475.00

**Exhibit C - Schedule
Easterling Lift Station Improvements
Pea Ridge Water Utilities**

The following schedule for completion of Services provided in Exhibit A is proposed for this project. This schedule assumes a reasonable time frame (as shown below) for all reviews and approvals. This schedule does not account for any labor delays due to pandemics or other work restrictions imposed beyond the control of the Design Engineer. This schedule does not include any time for any additional services which may be required by this project. This schedule does not account for any material manufacturing or delivery delays beyond the control of the Design Engineer.

A. Base Engineering Services Schedule

TASK DESCRIPTION	TASK DURATION	SCHEDULE WEEKS
Site Survey	2 weeks, following Design Kick-Off meeting	2
Intermediate Design, 60% Plans and Specs	7 weeks, following completed Site Survey	9
Final Design, 90% Plans and Specs	6 weeks, following approved 60% Plan Set and Draft Technical Specifications	15
Client Approval of 90% Plans and Specs	Assume 1 week	16
Contract Documents, Updated Quantity Takeoffs, Updated Cost Estimate, and Regulatory Submittals	2 weeks, following approved 90% Plans and Specs	18
Regulatory Approvals	Assume 4 weeks following submittals	22
Detailed Design, 100% Plans and Specifications	1 week, following Regulatory Approvals	23



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

Transfer of Fixed Asset

Date: 6/12/25

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	2003 E-One Ford F550 4x4
Manufacturer	Ford
Model Number	F550
Serial Number	1FNAF57P53EC00054
Asset Number	156

Original Purchase Information:

Cost	66,000
Date of Purchase	5/24/2016

Transfer Information:

Releasing Department Name	Fire Department
Releasing Department Location:	293 s Curtis Ave
Releasing Department Cost	
Signature of Releasing Holder	
Receiving Department Name:	Street Department
Receiving Department Cost	
Signature of Receiving Department	

Mayor Signature

Inventory Use Only

Date of Transfer	
Date Entered	
Completed by	



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

Transfer of Fixed Asset

Date: 6-24-2025

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	2001 F-350 1-Ton
Manufacturer	Ford
Model Number	F-3D
Serial Number	1FDWF36F51EC14262
Asset Number	0082

Original Purchase Information:

Cost	6477.00
Date of Purchase	11-1-2013

Transfer Information:

Releasing Department Name	Street Dept
Releasing Department Location:	
Releasing Department Cost	
Signature of Releasing Holder	
Receiving Department Name:	Park
Receiving Department Cost	
Signature of Receiving Department	

 Mayor Signature

Inventory Use Only

Date of Transfer	
Date Entered	
Completed by	