



Mayor Nathan See

City Clerk Sandy Button

**REGULAR COUNCIL MEETING
TUESDAY, NOVEMBER 18, 2025, 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 OCTOBER 21, 2025, REGULAR MEETING
7. ADVERTISE FOR BIDS FOR NORTH DAVIS SIDEWALK EXTENSION PROJECT
8. ADVERTISE FOR BIDS FOR SOLID WASTE CONTRACT
9. RESOLUTION 576 – A RESOLUTION AMENDING THE “AT WILL” EMPLOYEE HANDBOOK AND PERSONNEL POLICIES FOR THE CITY OF PEA RIDGE, ARKANSAS
10. RESOLUTION 577 - WALTON FAMILY FOUNDATION LOAN AGREEMENT
11. ORDINANCE 925- AN ORDINANCE ADOPTING AN UPDATED FUTURE LAND USE PLAN AND MASTER STREET PLAN FOR THE CITY OF PEA RIDGE, AND FOR OTHER PURPOSES
12. ORDINANCE 926 - AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 912 EAST PICKENS ROAD, PEA RIDGE, AR 72751 (PARCEL NO. 13-00019-000) AND LEGAL DESCRIPTION IN SECTION 1 FROM C-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL
13. ORDINANCE 927 - AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 2749 HAYDEN ROAD, PEA RIDGE, AR 72751 (PARCEL NO. 18-07888-003 AND 18-07888-000) AND LEGAL DESCRIPTION IN SECTION 1 FROM A, AGRICULTURE TO R-3, HIGH DENSITY RESIDENTIAL



Mayor Nathan See

City Clerk Sandy Button

14. ORDINANCE 928- AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF NORTHWEST CORNER OF DOVE ROAD AND BLUE JAY ROAD, PEA RIDGE, AR 72751 (PARCEL NO. 13-00124-090 AND 13-00124-093) AND LEGAL DESCRIPTION IN SECTION 1 FROM A, AGRICULTURE TO R-2, MEDIUM DENSITY RESIDENTIAL
15. ORDINANCE 929 - AN ORDINANCE ACCEPTING THE FINAL PLAT OF DOVE CROSSING PHASE 1, PEA RIDGE, BENTON COUNTY, ARKANSAS; THE DEDICATION OF UTILITY EASEMENTS, STREETS, AND OTHER PUBLIC WAYS THEREIN; AND DECLARING AN EMERGENCY
16. ORDINANCE 930- AN ORDINANCE REPEALING THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF PEA RIDGE, ARKANSAS; AND FOR OTHER PURPOSES
17. ORDINANCE 931- AN ORDINANCE ESTABLISHING MINIMUM REGULATIONS FOR ACCESSORY DWELLING UNITS; AND FOR OTHER PURPOSES
18. RESOLUTION 574 – A RESOLUTION APPROVING AND ADOPTING A BUDGET FOR OPERATION OF THE CITY OF PEA RIDGE FOR THE CALENDAR YEAR 2026
19. COUNCIL/PLANNING COMMISSION PAY – 2025
20. EMPLOYEE END OF THE YEAR MERIT AWARDS
21. ADJOURN

This agenda is subject to change.

Pea Ridge City Council
Regular Meeting
October 21, 2025

The Pea Ridge City Council met in a Regular Meeting on Tuesday, October 21, 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 Michael Alldredge. Also present was City Attorney Shane Perry.

Others present were: Annette Beard, Karen Sherman, Tiffany Keene, Jasmine Johnson, Dustin Phy, Clint Bowen, Monte Keene, Nick Larsen, Jay Gallagher, Jake Wagner, Jamie Wagner, Patsy Wheeler, Michelle Hoodock, Barry Wall and Mechel Wall.

Mayor See called the meeting to order.

Alderman Keene 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 September 16, 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 Michael Alldredge voted aye. Motion passed.

Mayor See read Resolution Number 573, which is entitled:

A RESOLUTION AUTHORIZING THE MAYOR, CITY CLERK, AND DIRECTOR
OF UTILITIES TO PURSUE CAPITAL FUNDING FOR THE NEW 1.0 MG TANK
AND 16,500' TRANSMISSION LINE

Alderman Keene moved, seconded by Alderwoman Larsen to approve Resolution Number 573 with the following; Stephens Financial as the best option for the city and authorized amount to pursue will be \$15,700,000.00. 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 Michael Alldredge voted aye. Motion passed.

Alderman Keene moved, seconded by Alderman Guthrie, to introduce Ordinance Number 921 by title only. 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 Michael Alldredge voted aye. Motion passed.

October 21, 2025

Mayor See read Ordinance Number 921 by title only, which is entitled:

AN ORDINANCE AMENDING PEA RIDGE MUNICIPAL CODE SECTION 10.08.01, TITLED "WATER RATES; SPECIAL ASSESSMENT"; DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

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, Nadine Telgemeier 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 Guthrie, 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, Nadine Telgemeier 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, Nadine Telgemeier 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.

Mayor See read Resolution Number 562, which is entitled:

A RESOLUTION TO PROCEED WITH HALFF ASSOCIATES, INC. TASK ORDER 052641.013 FOR ENGINEERING SERVICES NEEDED TO CONSTRUCT APPROXIMATELY 16,500' OF NEW 16" WATER LINE

Alderman Keene moved, seconded by Alderman Guthrie to approve Resolution Number 562 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 Michael Alldredge voted aye. Motion passed.

October 21, 2025

Alderman Keene moved, seconded by Alderman Guthrie, to introduce Ordinance Number 924 by title only. 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 Michael Alldredge voted aye. Motion passed.

Mayor See read Ordinance Number 924 by title only, which is entitled:

WATER AND SEWER IMPACT FEES

AN ORDINANCE UPDATING THE CAPITAL PLAN AND LEVEL OF SERVICE STANDARDS FOR WATER AND SEWER IMPACT FEES; UPDATING THE ASSESSMENT AND COLLECTION OF WATER AND SEWER DEVELOPMENT IMPACT FEES TO FUND EXPENDITURES ON NEW PUBLIC WATER AND SEWER FACILITIES AND CAPITAL IMPROVEMENTS TO EXISTING WATER AND SEWER FACILITIES; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Keene, seconded by Alderwoman Larson, 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, Nadine Telgemeier 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, Nadine Telgemeier 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 Morrison, 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, Nadine Telgemeier 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.

October 21, 2025

Alderman Guthrie moved, seconded by Alderman Morrison, to introduce Ordinance Number 922 by title only. 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 Michael Alldredge voted aye. Motion passed.

Mayor See read Ordinance Number 922 by title only, which is entitled:

AN ORDINANCE ACCEPTING THE FINAL PLAT OF WALNUT HILLS PHASE 6, PEA RIDGE, BENTON COUNTY, ARKANSAS, THE DEDICATION OF UTILITY EASEMENTS, STREETS, AND OTHER PUBLIC WAYS THEREIN; AND DECLARING AN EMERGENCY

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, Nadine Telgemeier 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, Nadine Telgemeier 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 Morrison, 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, Nadine Telgemeier 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.

Alderwoman Larson moved, seconded by Alderman Guthrie, to approve a bill from the Arkansas Municipal League for the AML Service Charge and the Municipal Legal Defense Program in the amount of \$12,502.10. The amount last year was \$12,174.15. 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 Michael Alldredge voted aye. Motion passed.

October 21, 2025

Announcements: None

Upcoming Events: None

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

Nathan See, Mayor

Sandy Button, City Clerk

INVOICE

PO BOX 38
NORTH LITTLE ROCK, AR 72115
501.374.3484



PEA RIDGE

Sandy Button

P.O. Box 10
Pea Ridge, Arkansas 72751

2026 Annual Service Charge & MLDP Premium

Invoice Number: AML26-00001

October 1, 2025

AML Service Charge

\$40.00 Plus \$0.35 Per Capita \$2,335.65

(Discount applied based on AML program participation)

Discount \$0.35 -\$2,295.65

Yearly membership dues allow access to league educational and information materials, as well as membership in the National League of Cities. To participate in the League programs, membership is required.

Optional: Municipal Legal Defense Program (MLDP)

\$1.90 Per Capita \$12,462.10

(Per capita fee based on loss experience of participant)

The MLDP provides for the cost of defense, including providing attorney, for a variety of causes of action subject to the terms in the Program brochure that is accessible online at <https://armuni.org/MLDP>. Legal advice is exclusively provided to members of the MLDP.

Total 2026 AML and MLDP Services

\$12,502.10

RESOLUTION NO. 576

**A RESOLUTION AMENDING THE "AT WILL"
EMPLOYEE HANDBOOK AND PERSONNEL POLICIES
FOR THE CITY OF PEA RIDGE, ARKANSAS.**

WHEREAS, the City Council of the City of Pea Ridge has determined that there needs to be amendments made to the City's "At Will" Employee Handbook and Personnel Policies; and

WHEREAS, the "At Will" Employee Handbook and Personnel Policies was adopted by Ordinance No. 145 of the Ordinances of the City of Pea Ridge; and

WHEREAS, the "At Will" Employee Handbook and Personnel Policies was amended by Resolution 161 on August 7, 1992, Resolution No. 186 on March 19, 1996, Resolution No. 210 on October 20, 1998, Resolution No. 240 on April 15, 2003, Resolution No. 307 on August 18, 2009, Resolution No. 401 on March 21, 2017, Resolution 516 on November 21, 2023; and

WHEREAS, Resolution No. 307 restated the "At Will" Employee Handbook and Personnel Policies with all previous amendments, and repealed Resolution Nos. 161, 186, 210, 240, 307, 401 and 516; and

WHEREAS, Ordinance No. 145, Section 4, allows for the amendment of the "At Will" Employee Handbook and Personnel Policies by resolution duly adopted.

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

Section 1: The City Council hereby adopts, subject to all amendments therein, the restated "At Will" Employee Handbook and Personnel Policies as recommended by the Employee Handbook Committee submitted to the Council on this 18th day of November, 2025.

Section 2: That Resolution No. 516 is hereby repealed; however, it is the specific intent of the Council that all entitlements that have accrued to employees under said repealed resolution shall remain intact and fully effective.

PASSED AND APPROVED this 18th day of November, 2025.

APPROVED:

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Recorder

5.4.2 FIRE DEPARTMENT (SICK LEAVE)

"In accordance with municipal ordinance and Ark. Code Ann. § 14-53-108, all firefighters shall accumulate sick leave in accordance with a municipal ordinance at the rate of fifteen (15) 24-hour working days per year beginning with the date of employment. and decreasing to twelve (12) 24-hour working days beginning four (4) years after employment." Remove highlighted and add .

If unused, sick leave shall accumulate to a maximum of 1,440 hours.

Unused accumulated sick leave shall not be used for the purpose of computing years of service for retirement purposes.

Time off may be charged against accumulated sick leave only for the days that a firefighter is scheduled to work. No sick leave as provided in this section shall be charged against any firefighter during any period of sickness, illness, or injury for any days that the firefighter is not scheduled to work.

If at the end of his or her term of service, upon retirement or death, whichever occurs first, any firefighter having unused accumulated sick leave, he or she shall be paid for this sick leave at the regular rate of pay in effect at the time of retirement or death.

Payment for unused sick leave in the case of a firefighter, upon retirement or death, shall not exceed three (3) months' salary.

Eligible employees accrue sick leave at the rate of 13.84 hours per pay period or 1.25 working days per month for years one (1) through four (4). Beginning year five (5), sick leave shall accrue at a rate of twelve (12) hours per month. A working day is defined for purposes of this section as twenty-four (24) hours, regardless of the length of a shift typically worked by the employee. Any sick leave days which are not used in any calendar year may be carried over as accumulated sick leave days for the succeeding calendar year up to a maximum of 1440 hours, or sixty (60) working days. This is duplicate of above and not needed

Non-uniformed, PRFD employees will not be paid for accrued sick days upon termination of employment with the City. This needs removed and non-uniformed PRFD employees just need to fall under city non-uniformed as outlined under 5.4.3 NON-UNIFORMED EMPLOYEES

5.1.3.1 FIRE DEPARTMENT (VACATION ACCRUAL RATE)

Employees of PRFD shall accrue vacation time at the following rates:

First Year to five (5) years of Service: 7.38 hours per pay period (Eight (8) working days per calendar year)

Five (5) to ten (10) years of service: 9.23 hours per pay period (Ten (10) working days per calendar year)

Ten (10) plus years of service: 11.07 hours per pay period (Twelve (12) working days per calendar year)

An increase in accrual rates will begin in January following the employees' anniversary date. Remove this, increase should fall on their anniversary date and without that it will be assumed as so.

Accrued vacation time will be paid if the employee leaves the employment of the city. No more than eight (8) vacation days may be carried over per calendar year. Accrued vacation days not taken within this time period will be deemed used.

RESOLUTION NO. 577

A RESOLUTION AUTHORIZING THE CITY TO BORROW MONEY FROM THE WALTON FAMILY FOUNDATION, INC., PURSUANT TO AMENDMENT 78

WHEREAS, the city of Pea Ridge needs to expand its recreational offerings for the health and welfare, and for tourism; and

WHEREAS, Amendment 78 to the Arkansas Constitution authorizes cities to borrow money and pay interest on loans up to five (5) years; and

WHEREAS, the city finds it is in the best interest of its citizens to borrow \$500,000 from The Walton Family Foundation, Inc., for a term up to five (5) years at zero percent interest for the reasons stated herein; and

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

Section 1: The City Council hereby authorizes the Mayor and City Clerk to enter into the attached loan agreement (the "Agreement") with The Walton Family Foundation, Inc., to borrow \$500,000 for a term of five years at an interest rate of zero percent (0.00%) to be used for expanding the city's recreational offerings pursuant to the terms and conditions of the Agreement.

Section 2: The loaned funds shall be used for the stated purposes, and the city budget shall be amended to reflect the proceeds, expenditures, and repayments authorized herein.

Section 3: The city expresses its deepest gratitude to The Walton Family Foundation, Inc., for its generosity.

Section 4: The Mayor and City Clerk are authorized to take all actions necessary to effectuate this resolution.

Section 5: This resolution shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED this 18TH day of November, in the year of our Lord, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

LOAN AGREEMENT

This Loan Agreement (the “**Agreement**”) is entered into as of November 18th, , 2025 (the “**Effective Date**”), between THE WALTON FAMILY FOUNDATION, INC., a Delaware nonprofit, nonstock corporation (the “**Lender**”) and THE CITY OF PEA RIDGE, ARKANSAS, a municipal corporation organized and duly existing under the laws of the State of Arkansas (the “**Borrower**”).

RECITALS

WHEREAS, the Borrower is a municipal corporation organized and duly existing under the laws of the State of Arkansas and is authorized by Amendment No. 78 to the Arkansas Constitution (“**Amendment No. 78**”) and Title 14, Chapter 78 of the Arkansas Code of 1987 Annotated to borrow money and enter into loan agreements with private parties for the purpose of financing the acquisition, construction, installation and other costs associated with buildings, structures, equipment and improvements to be used for governmental purposes of the Borrower;

WHEREAS, the Borrower desires to make improvements to city-owned property for the purpose of constructing bicycle trails to promote public recreation and tourism (the “**Project**”);

WHEREAS, the Borrower is applying for matching funds from the State of Arkansas for the Project in an amount equal to [\$500,000] (the “**Match**”);

WHEREAS, Lender desires to make a loan to Borrower in the amount of [five hundred thousand] (\$500,000) (the “**Loan**”) on the terms and conditions set forth in this Agreement to facilitate the construction by Borrower of the Project and the improvement, maintenance and operation of the Project, and Borrower desires to accept the Loan;

WHEREAS, the Lender and the Borrower intend that the transactions provided for in this Agreement constitute a “program related investment” of the Lender within the meaning of Section 4944(c) of the Internal Revenue Code of 1986, as amended (the “**Code**”) and Treasury Regulations Section 53.4944-3; and

WHEREAS, Lender desires to make the Loan in furtherance of its charitable mission to create positive change for people and communities in Northwest Arkansas and is willing to make such Loan to the Borrower upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE LOAN AND ITS PURPOSE

Section 1.1 The Loan and the Closing; Loan Disbursements. (a) In accordance with the provisions of this Agreement and subject to the conditions precedent set forth in Section 3.1,

the Lender agrees to make a loan to the Borrower in the aggregate principal amount of [five hundred thousand] (\$500,000) (the “**Loan**”). The closing of the Loan (the “**Closing**”) shall occur on the date that is five (5) business days after the satisfaction of all conditions set forth in Section 3.1 (the “**Closing Date**”), provided, that in no event shall the Closing Date be later than the date that is [90] days after the Effective Date (the “**Outside Date**”). If the conditions to Closing set forth in Section 3.1 are not satisfied by the Outside Date, this Agreement shall terminate as of the Outside Date and the parties shall have no further rights or obligations hereunder.

(b) Subject to satisfaction of all of the conditions set forth in Section 3.1, Lender will make the Loan to Borrower in a single disbursement of the Loan on the Closing Date.

Section 1.2 The Note and Repayment of the Loan. (a) The Loan shall be evidenced by a promissory note made by the Borrower (the “**Note**”), substantially in the form attached hereto as Exhibit A, duly executed on behalf of the Borrower by its authorized representatives and dated the Closing Date. The Borrower hereby irrevocably authorizes the Lender to make (or cause to be made) appropriate notations on the schedule attached to the Note (or at the Lender’s option, in its records), which notations, if made, shall evidence the date and outstanding principal balance of the Loan evidenced thereby and the date and amount of each payment thereon. Such notations shall be presumptive evidence of the subject matter thereof absent manifest error; provided, however, that the failure to make any such notations shall not limit or otherwise affect the Loan or any of Borrower’s obligations under this Agreement or the Note.

(b) The Loan shall bear interest at the rate of zero percent per annum from the Closing Date.

(c) Borrower shall make principal payments to Lender in the amounts set forth below on the dates set forth opposite each such principal payment:

<u>Amount of Principal Payment</u>	<u>Date of Principal Payment</u>

All payments hereunder shall be made by check or wire transfer to the Lender in the lawful money of the United States. If a payment is due on a day that is not a business day (which shall be any day other than a Saturday or Sunday that the Lender is open for business and banks are not authorized or required to be closed under the laws of the State of Arkansas), such payment may be made on the next succeeding business day. The Borrower shall make all payments to the Lender’s account set forth on Schedule II to this Agreement, or such other account as the Lender shall

designate in writing to the Borrower not less than ten (10) days before a payment is due.

(d) The Borrower may prepay all or any part of the Loan at any time without premium or penalty. Amounts repaid may not be reborrowed.

(e) If any payment of principal is not paid within ten (10) days after the due date, then such overdue amount shall, without limiting the rights of the Lender, bear interest at the rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted under applicable law, which shall accrue from the due date until paid.

(f) Notwithstanding anything to the contrary contained in this Agreement, the entire outstanding principal balance of the Loan, and all interest accrued thereon, shall be payable on fifth anniversary of the Closing Date.

Section 1.3 Purpose of the Loan. The purpose of the Loan is to facilitate the acquisition by Borrower of the Project and the improvement, maintenance and operation of the Project by Borrower.

Section 1.4 Use of Proceeds. Unless alternative use of funds is approved in writing by the Lender, the Borrower shall use the proceeds of the Loan and any investment income derived therefrom (the "**Loan Proceeds**") exclusively for the purposes set forth in Section 1.3.

Section 1.5 Program Related Investment. Consistent with Code Section 4944(c) and Treasury Regulations Section 53.4944-3:

(a) The primary purpose of the Loan is to accomplish one or more of the purposes of the Lender described in Code Section 170(c)(2)(B);

(b) No significant purpose of the Loan is the production of income or the appreciation of property; and

(c) No purpose of the Loan is to accomplish one or more of the purposes described in Code Section 170(c)(2)(D).

It is intended that the Loan will significantly further the accomplishment of the Lender's exempt purposes. The Lender would not make the Loan but for this relationship between the Loan and the accomplishment of the Lender's exempt purposes.

ARTICLE II REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as of the Closing Date that:

Section 2.1 Organization and Powers. (a) The Borrower is a municipal corporation, duly created and validly existing, in good standing pursuant to the constitution and statutes of the State of Arkansas.

(b) The Borrower has full corporate power and authority and all necessary licenses and permits required as of the date hereof to own and operate its properties, to carry on its

activities, to enter into this Agreement, to acquire, own and operate the Project, and to carry out and consummate all of its obligations under this Agreement. The Borrower has the full corporate power and authority to execute and deliver this Agreement and the Note and to perform its obligations thereunder.

(c) The proceedings of the City Council of [Pea Ridge], Arkansas approving this Agreement and the Note and authorizing their execution and delivery on behalf of the Borrower and authorizing the Borrower to acquire and operate the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law.

(d) The Borrower has taken all necessary actions to ensure that sufficient funds have been appropriated and are available for the current fiscal year to permit the repayment of all amounts due and payable by Borrower under this Agreement and the Note. The Borrower further represents and warrants that such appropriations have been duly approved and are in compliance with all applicable laws and regulations governing the Borrower's budgetary and appropriations processes.

(e) The Borrower represents and warrants that it has included all payments required to be made by Borrower under this Agreement in its annual budget for the current fiscal year, and that such budget has been duly adopted and is in full force and effect.

Section 2.2 Authorization; Binding Agreement. The execution, delivery and performance by the Borrower of this Agreement and the Note, and the borrowing of the Loan hereunder, have been duly authorized by all requisite corporate action of Borrower. This Agreement and the Note have been duly executed and delivered by authorized officers of the Borrower. Upon execution and delivery of each of them by the Borrower, this Agreement and the Note (the "**Loan Documents**") will constitute the legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of creditors' rights from time to time in effect.

Section 2.3 Litigation. There is no action, suit or proceeding at law or in equity pending or threatened before any court or governmental or administrative body or regulatory authority or agency which, individually or in the aggregate, could reasonably be expected to result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of the Borrower, or materially to impair the ability of the Borrower to perform its obligations under this Agreement and the Note. The Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or any governmental or administrative body or agency.

Section 2.4 No Conflicts; No Government Consents. (a) The execution, delivery and performance by the Borrower of this Agreement and the Note and the borrowing hereunder will not violate any provision of law, any order, writ, injunction, decree, rule or regulation of any court or governmental or administrative body or regulatory authority or agency, the charter or Bylaws of the Borrower or any indenture, agreement or instrument to which the Borrower is a party or by

which the Borrower or its assets or properties are bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the assets or properties of the Borrower.

(b) No consent, approval or authorization of, or declaration or filing with, any governmental or administrative body or agency on the part of the Borrower is required for the valid execution and delivery of this Agreement and the Note and the performance by the Borrower of its obligations thereunder.

Section 2.5 No Default. The Borrower is in compliance with all of the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default (as defined in Article VI hereof), or any event that, with notice or lapse of time or both, would constitute any such Event of Default, has occurred and is continuing.

Section 2.6 Financial Condition. The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Lender do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Lender in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations and make payments under this Agreement and the Note when and as the same become due and payable.

Section 2.7 Compliance with Existing Laws and Agreements. The execution and delivery of this Agreement by the Borrower, the performance by the Borrower of its obligations hereunder, and the consummation of the transactions provided for in this Loan Agreement and the Note and compliance by the Borrower with the provisions of this Loan Agreement and the Note and the undertaking and completion of the Project (i) are within the municipal powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower and (ii) do not and will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than this Loan Agreement) to which the Borrower is a party or by which the Borrower or any of its property may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, resolutions, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

Section 2.8 Disqualified Persons. Neither the Borrower, nor any employee of the Borrower, is a "disqualified person" with respect to the Lender within the meaning of Section 4946(a) of the Code.

Section 2.9 Insurance Coverage. The Borrower has insurance coverage in full force and effect, against such risks and in such amounts as is customarily maintained by municipal corporations in the State of Arkansas.

Section 2.10 Title to Properties. Borrower has good title to its assets and properties free and clear of any mortgage, deed of trust, pledge, security interest, lien, charge or encumbrance of any nature, excluding any outstanding municipal bonds (each, a “**Lien**”).

Section 2.11 Solvency. The Borrower is not contemplating the commencement of insolvency, bankruptcy, litigation or consolidation proceedings or the appointment of a receiver, liquidator, custodian, trustee or similar official in respect of the Borrower or any of its property or assets.

Section 2.12 Indebtedness. Except as set forth in the Disclosure Schedule attached hereto as Schedule I, Borrower has no outstanding Indebtedness and no Indebtedness is secured by or otherwise benefits from any Lien on or with respect to the whole or any part of Borrower’s properties or assets, present or future. For purposes of this Agreement, “**Indebtedness**” shall be defined as: (i) liabilities, including but not limited to recoverable grants, for borrowed money or for the deferred purchase price of property or services other than (a) wages, (b) lease payments other than capital lease payments, and (c) trade accounts payable that provide for the payment thereof within ninety (90) days of the incurrence thereof, in each case incurred in the ordinary course of business; (ii) liabilities secured by any Lien existing on real or personal property owned or leased (whether or not the liabilities have been assumed); (iii) obligations under conditional sales or other title retention agreements; (iv) indebtedness of others that is guaranteed or endorsed by Borrower, or with respect to which Borrower is otherwise contingently liable; (v) obligations as lessee under capital leases, except under non-material capital leases for routine office equipment; and (vi) any other obligations (other than deferred taxes, if any) that are required by generally accepted accounting principles to be shown as liabilities on Borrower’s balance sheet.

ARTICLE III CLOSING CONDITIONS

Section 3.1 Closing Conditions. The obligation of the Lender to make the Loan is subject to the conditions precedent that the Lender shall have received the following:

(a) The receipt of this Agreement, duly executed and delivered by the Borrower, in full force and effect;

(b) Approval of the Match as evidenced by an award letter provided by the State of Arkansas, or its agencies;

(c) The receipt of the Note, duly executed and delivered by the Borrower, in full force and effect;

(d) The receipt of an Officer’s Certificate of the Borrower, substantially in the form of Exhibit B attached hereto, with appropriate attachments; and

(e) Delivery to Lender of certificates from the appropriate governmental authorities certifying that the Borrower is duly formed under the laws of the State of Arkansas and is in good standing under the laws of such jurisdiction.

ARTICLE IV AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that so long as this Agreement shall remain in effect or the Note shall not have been repaid in full, and unless the Lender shall otherwise consent in writing in advance:

Section 4.1 Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self-insurance with respect to its property, insuring against such casualties and contingencies of such types (including public liability insurance) and in such amounts as are customary in the case of persons engaged in the same or similar activity and similarly situated.

Section 4.2 The Project. The Project is needed by the Borrower and will not result in an unnecessary duplication of existing facilities. The Project is consistent with the orderly development and provisions of services in the area in which the Borrower is located. The Borrower will proceed with due diligence to complete any improvements needed to place the Project into service. The Borrower will maintain the Project in good condition and make all necessary renewals, replacements, additions, betterments, and improvements thereof and thereto. In the event that Borrower sells or otherwise disposes of the Project, all amounts outstanding under this Agreement and the Note shall immediately be due and payable without presentment, demand, protest, notice or other formalities of any kind, all of which are hereby expressly waived by Borrower.

Section 4.3 Information. The Borrower shall, at the reasonable request of the Lender, discuss the Borrower's financial matters with the Lender and provide the Lender with access to and copies of any documents (other than documents the confidentiality of which is protected by law or professional codes of ethics) reasonably requested by the Lender.

Section 4.4 Payment of Indebtedness. The Borrower shall pay all of its Indebtedness and obligations promptly and in accordance with the terms thereof, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien or charge upon such property, or any part thereof; provided, however, that the Borrower shall not be required to pay and discharge or to cause to be paid and discharged any such Indebtedness, obligation, so long as the validity thereof shall be contested in good faith by appropriate proceedings and adequate reserves therefore shall be set aside.

Section 4.5 Financial Statements. The Borrower shall furnish, or cause to be furnished, to the Lender, the following reports:

(a) Within ninety (90) days after the end of each fiscal year of Borrower and within ninety (90) days after the repayment in full of the Loan, a statement, signed by an authorized officer of the Borrower (i) describing the use of the Loan proceeds during the preceding year, (ii) evaluating the progress of Borrower toward achieving the purposes of the Loan described in Section 1.3 and the contribution of the Loan thereto, and (iii) certifying that all of the requirements set forth in this Agreement were met in all material respects, including, without limitation, those requirements related to maintaining the status of the Loan as a Program Related Investment; and

(b) Such other information about the activities, business affairs, and financial condition of the Borrower as the Foundation may from time to time reasonably request.

Section 4.6 Notice to the Lender. The Borrower shall advise the Lender, immediately upon any officer of the Borrower becoming aware thereof, of the occurrence of any of the following events:

(a) Any proceeding instituted or threatened against the Borrower in or before any court or any governmental or administrative body or agency, which proceeding could have a material adverse effect upon the operations, assets, or properties of the Borrower; or any investigation, adverse regulatory action, or proposed action by any governmental body or agency against the Borrower, which investigation or action is likely to have a material adverse effect upon the operations, assets, or properties of the Borrower;

(b) Any act or decision by Borrower to (i) discontinue use of the Project solely as facilities in support of Borrower's governmental activities or (ii) make any material change in the use of the Project or (iii) abandon the Project or market the Project for sale

(c) Any use of the Loan proceeds for a purpose other than those set forth in Section 1.3;

(d) Any material adverse change in the condition, financial or otherwise, or operations of the Borrower; or

(e) Any Event of Default or other event that, with notice or lapse of time or both, would constitute an Event of Default.

Section 4.7 Appropriations. Until such time as the entire principal balance of the Loan, and all interest accrued thereon and other charges payable by Borrower hereunder and under the Note have been fully repaid, the Borrower shall take all necessary actions to ensure that sufficient funds are appropriated and are available for each fiscal year to permit the repayment of all amounts due and payable by Borrower under this Agreement and the Note during such fiscal year.

Section 4.8 Corporate Existence and Properties. The Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its corporate existence, and comply in all material respects with all laws and regulations applicable to it.

Section 4.9 Books and Records. The Borrower agrees that it shall maintain records of receipts of expenditures of the Loan proceeds made in connection with the Loan for a period of four years after the date the Loan is paid in full. The Borrower shall make such records available to Lender from time to time upon Lender's written request. The obligation in this Section 4.9 shall survive the expiration or termination of this Agreement.

Section 4.10 Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Lender the reasonable fees and expenses of attorneys and other reasonable expenses including, without limitation, the reasonably allocated costs of in-house counsel and legal staff incurred by Lender in connection with the enforcement of performance of any other obligations of the Borrower following a breach by Borrower of its obligations under this Agreement or the Note.

ARTICLE V NEGATIVE COVENANTS

The Borrower covenants and agrees that so long as this Agreement shall remain in effect or the Note shall not have been paid in full, and unless the Lender shall otherwise consent in writing in advance:

Section 5.1 Legislative and Political Uses of Loan Proceeds. The Borrower shall not use any proceeds of the Loan for any of the purposes described in Section 170(c)(2)(D) of the Code, except as permitted by U.S. Treasury Regulations. The Borrower shall not use any proceeds of the Loan to carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), or to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).

Section 5.2 No Material Change. The Borrower shall not make any material change in the nature of its activities as presently conducted that would adversely affect the Borrower's ability to perform under the Loan Documents. Furthermore, the Borrower shall not conduct its activities in a manner that materially departs from the representations made in the documents submitted by Borrower to the Lender in connection with Borrower's request for the Loan.

Section 5.3 Governing Document Amendments. The Borrower shall not amend its charter or laws or regulations in any manner that would cause the Borrower to be in violation of any provision of the Loan Documents or which would jeopardize the ability of the Borrower to perform its obligations under the Loan Documents.

ARTICLE VI DEFAULT AND REMEDIES

Section 6.1 Events of Default. The Borrower shall be deemed to be in default under this Agreement upon the occurrence of any of the following events (each of which is herein sometimes called an "**Event of Default**"):

- (a) The Borrower fails to make any payment that is due and payable hereunder or under the Note, and such failure continues unremedied for five (5) days after notice to the Borrower;
- (b) The Borrower uses any portion of the proceeds of the Loan for a purpose or in a manner other than as specifically authorized by this Agreement;
- (c) Any material representation or warranty made in the Loan Documents, or in any report, certificate, financial statement, or instrument furnished in connection with this Agreement or the Loan, shall prove to have been false or misleading when made, in any material respect;
- (d) The Borrower violates or fails to observe or perform any covenant contained in Sections 4.1 or 4.4 or Article V hereof;

(e) The Borrower violates or fails to observe or perform any other covenant contained herein, or any agreement on the part of the Borrower to be observed or performed pursuant to the Loan Documents, other than those referred to above in Section 6.1(d) above, and such default shall continue unremedied for thirty (30) days after the earlier of (a) the Borrower obtaining knowledge thereof or (b) the Lender delivers notice thereof to the Borrower;

(f) The Borrower shall (i) cease operations; (ii) apply for or consent to the appointment of a custodian, receiver, trustee or liquidator for it or for all or a substantial part of its assets or properties; (iii) generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due; (iv) default on the payment of Indebtedness for borrowed money or any other monetary obligation, in each case, in respect of an obligation having an aggregate value in excess of \$50,000; (v) make an assignment for the benefit of creditors; or (vi) file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. Section 101 et seq. or a petition seeking for itself any reorganization or arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or corporate action shall be taken by the Borrower for the purpose of effecting any of the foregoing;

(g) An involuntary proceeding shall be commenced or a petition shall be filed seeking (i) reorganization, arrangement, readjustment, dissolution or liquidation of all or a substantial part of the Borrower's assets or properties, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law, or (ii) the appointment of a custodian, receiver, conservator, trustee or liquidator for the Borrower or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for ninety (90) days or an order or decree approving or ordering any of the foregoing shall be entered; or

(h) A judgment or judgments for the payment of money aggregating in excess of \$200,000 shall be entered against the Borrower, and the same shall remain unsatisfied and in effect, without stay of execution, for a period of thirty (30) consecutive days.

Section 6.2 Remedies. If an Event of Default occurs or is continuing:

(a) Lender may, by written notice to the Borrower, declare all amounts under this Agreement and the Note forthwith to be due and payable, whether or not the Indebtedness evidenced by the Note shall be otherwise due and payable and whether or not Lender shall have initiated any other action for the enforcement of the Note, and whereupon the Note shall become immediately due and payable as to principal and any other amounts payable under the Note, without presentment, demand, protest, notice or other formalities of any kind, all of which are expressly waived by the Borrower;

(b) Lender may protect and enforce its rights by appropriate judicial proceedings, including, in appropriate cases, an award of specific performance or other equitable remedy in aid of the exercise of power granted in or pursuant to this Agreement; and

(c) Upon the occurrence of any Event of Default described in subsections 6.1(f) or 6.1(g) hereof, all amounts outstanding under this Agreement and the Note shall immediately be

due and payable without presentment, demand, protest, notice or other formalities of any kind, all of which are hereby expressly waived by Borrower.

ARTICLE VII CERTAIN OBLIGATIONS

In the event that a judgment, levy, attachment, or other seizure is entered against the Lender arising as a result of acts or omissions of Borrower or any of its officers, employees or agents relating to this Agreement or the Loan, the Borrower shall promptly post any necessary bond to prevent execution against any property of the Lender. In the event that Lender incurs any damages, liabilities or losses or becomes the subject of a third party claim as a result of making the Loan or entering into this Agreement or due to any act or omission of Borrower or any of its officers, employees or agents, Borrower shall be liable to Lender such damages, liabilities, losses or claims.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Entire Agreement; Amendment. This Agreement and the Exhibits annexed hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements or understandings, written or oral, in respect thereof, and shall not be amended or modified in any fashion except by instrument in writing signed by the party charged with such amendment or modification. The Exhibits annexed hereto are incorporated in and made a part of this Agreement.

Section 8.2 Notices. Any notice or communication given under this Agreement shall be in writing and delivered by hand or mailed by first class mail, by courier, postage prepaid (mailed notices shall be deemed given three (3) business days after mailing), or by facsimile or e-mail with a hard copy sent by one of the methods identified above, to the following addresses:

If to the Borrower, to:

If to the Lender, to:

Stephanie Cornell, Executive Director
The Walton Family Foundation, Inc.
215 NW A Street, Suite 200
Bentonville, AR 72712
479-464-1500, scornell@wffmail.com

or to such other address or addresses as hereafter shall be furnished as provided in this Section 8.2 by either of the parties hereto to the other party hereto.

Section 8.3 Waiver; Remedies. No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 8.4 Assignment. The Lender may assign all or any portion of its rights or obligations under the Loan Documents, and in the event of such assignment, the assignee shall be accorded the full rights of the Lender by the Borrower with respect to such assignment. The Borrower may not assign all or any portion of its rights or obligations under the Loan Documents without the prior written consent of the Lender.

Section 8.5 Headings. The headings in the Loan Documents are for convenience of reference only and shall not affect the meaning or interpretation of the Loan Documents.

Section 8.6 Variation of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

Section 8.7 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and either party hereto may execute this Agreement by signing one or more counterparts thereof.

Section 8.8 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 8.9 Governing Law; Jurisdiction; Consent to Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made within such State. The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the state courts of the State of Arkansas and of the United States District Court of the Western District of Arkansas, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Arkansas State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction. The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in

this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.2. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 8.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.11 Other Parties. Nothing in the Loan Documents shall be construed as giving any person, firm, corporation, or other entity other than the parties any right, remedy, or claim under or in respect of the Loan Documents or any provision thereof.

Section 8.12 No Lender Representations. The Lender makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness of the use of the Project or any portion thereof or any warranty with respect thereto. In no event shall the Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the Note or the existence, furnishing, functioning or the Borrower's use of the Project or any item or products or services provided in this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement below, as of the date first written above.

LENDER:

THE WALTON FAMILY FOUNDATION

By: _____
Stephanie Cornell, Executive Director

BORROWER:

THE CITY OF PEA RIDGE, ARKANSAS

By: _____
Nathan See, Mayor

Attest:

By: _____
Sandy Button, City Clerk-Treasurer

SCHEDULE I
DISCLOSURE SCHEDULE

[Borrower to provide]

SCHEDULE II
LENDER'S WIRE INSTRUCTIONS FOR PAYMENT

Organization Name: The Walton Family Foundation
Address: 215 NW A Street, Suite 200
City, State, Zip: Bentonville, AR, 72712
Contact Name: Jenny Tripp
Contact email: jtripp@wffmail.com

Bank Account Information

ABA Routing Number:
Bank Name:
City, State, Zip:
Account Number:
Account Type:

If you have any questions about the information provided on this form, please contact
Jenny Tripp

at jtripp@wffmail.com.

EXHIBIT A
PROMISSORY NOTE

November 18th 2025:

THE CITY OF PEA RIDGE, ARKANSAS, a municipal corporation with offices at 975 WESTON Street, PEA RIDGE, AR 72712 (the “**Borrower**”), for value received, hereby promises to pay to the order of THE WALTON FAMILY FOUNDATION, a Delaware nonprofit, nonstock corporation, (the “**Lender**”), or holder, at its offices at 215 NW A Street, Suite 200, Bentonville, Arkansas, 72712, or at such other place or places in the United States of America as the holder hereof may designate in writing from time to time, the amount of FIVE HUNDRED THOUSAND **Dollars (\$500,000)**, or such lesser amount as shall be outstanding hereunder, as reflected on Schedule I attached hereto and/or in the Lender’s records, together with any unpaid interest thereon.

Principal and interest under this Note shall be due and payable at such times as are specified in the Agreement (as defined below), unless earlier repaid pursuant to the provisions set forth in the Loan Agreement.

The Lender shall, and is hereby authorized to, make (or cause to be made) appropriate notations on Schedule I attached hereto (or, at its option, in its records), which notations, if made, evidence, inter alia, the date the Loan is disbursed, the outstanding principal balance of the Loan after each payment of principal and the date and amount of each payment of principal. Such notations shall be presumptive evidence of the accuracy of the amount so recorded absent manifest error; provided, however, that the failure of the Lender to make any such notation shall not limit or otherwise affect the Loan or any obligation of Borrower under this Note or the Loan Agreement (hereinafter defined).

This Note is the Promissory Note of the Borrower referred to in that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time) (the “**Loan Agreement**”), between the Borrower and the Lender, and the holder hereof is entitled to the benefits of such Loan Agreement and may enforce the provisions thereof and exercise the remedies provided thereby or otherwise available in respect thereof. Capitalized terms used herein and not otherwise defined are used herein as defined in the Loan Agreement.

This Note may be prepaid by the Borrower in whole or in part, without premium or penalty, at any time or from time to time. . This Note is an unsecured, full recourse obligation of the Borrower.

This Note shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to contracts made entirely within such state. The Borrower hereby irrevocably and unconditionally submits to the nonexclusive jurisdiction of the state courts of the State of Arkansas and of the United States District Court of the Western District of Arkansas, and any appellate court from any thereof, in any action or

proceeding arising out of or relating to this Note, or for recognition or enforcement of any judgment, and Borrower hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Arkansas State court or, to the extent permitted by law, in such Federal court. Nothing in this Note shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction. The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in this Section. Borrower hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Borrower irrevocably consents to service of process in the manner provided for notices in Section 8.2 of the Loan Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

IN WITNESS WHEREOF, intending to be legally bound, Borrower has caused this Promissory Note to be executed as of the date first above written.

THE CITY OF PEA RIDGE, ARKANSAS,
a municipal corporation

By: _____
Nathan See, Mayor

Attest:

By: _____
Sandy Button, City Clerk-Treasurer

SCHEDULE I

DISBURSEMENT OF LOAN AND PAYMENTS OF PRINCIPAL

[illegible]

EXHIBIT B
OFFICER'S CERTIFICATE

This Certificate is being furnished to THE WALTON FAMILY FOUNDATION (the “**Lender**”) pursuant to Section 3.1 of the Loan Agreement dated as of the date hereof (the “**Agreement**”), between the Lender and THE CITY OF PEA RIDGE, ARKANSAS, a municipal corporation (the “**Borrower**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

The undersigned, _____, certifies that they are the duly elected, qualified and acting Mayor of the Borrower, a municipal corporation organized and duly existing under the laws of the State of Arkansas, and that as Mayor, he/she is familiar with the organizational records and seal, if any, of the Borrower.

The undersigned further certifies in their capacity as Mayor of the Borrower:

1. The representations made by the Borrower in the Agreement are true and correct as of the date hereof.

2. No Event of Default or event that with notice or passage of time or both would become an Event of Default has occurred and is continuing.

5. Attached hereto as Attachment A is a true, correct and complete copy of resolutions duly adopted by the City Council of Pea Ridge, Arkansas on 18th day of November, 2025; such resolutions have not been amended, rescinded or revoked, and remain, on the date hereof, in full force and effect as of the date hereof; and the borrowing of the Loan from the Lender contemplated by the Agreement, the Note evidencing the Loan, and the transactions contemplated thereby come within the guidelines set forth in such resolutions

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 18TH day of November, 2025.

By: _____
Title: Mayor

The undersigned, _____, certifies that they are the duly elected, qualified and acting [Assistant] Secretary of the Borrower, and that as City Clerk, they are familiar with the organizational records and seal, if any, of the Borrower.

The undersigned further certifies in their capacity as City Clerk of the Borrower:

The following person: (i) is the duly elected, qualified and acting officer of the Borrower occupying the office set forth opposite their name, and the signature set forth

opposite their name is his/her true signature and (ii) is duly authorized to execute, deliver and perform, in the name and on behalf of the Borrower, the Officer's Certificate, the Agreement, the Note, and the transactions contemplated thereby:

Name

Title

Signature

Nathan See

Mayor

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 18TH day of NOVEMBER, 2025.

By: _____

Title:

By: _____

Sandy Button

City Clerk

ATTACHMENTS TO OFFICER'S CERTIFICATE

Attachment A Resolutions

ORDINANCE NO. 925

AN ORDINANCE ADOPTING AN UPDATED FUTURE LAND USE PLAN AND MASTER STREET PLAN FOR THE CITY OF PEA RIDGE, AND FOR OTHER PURPOSES

WHEREAS, during 2025, city officials, staff, and citizens have been engaged in the process of urban planning; and

WHEREAS, the city has developed two updated documents to help guide future development, including, (1) a Future Land Use Map, and (2) a Master Street Plan; and

WHEREAS, notice of public hearing for formal consideration and adoption of the three plans was published as required by Ark. Code Ann § 14-56-422; and

WHEREAS, a public hearing was held before the Planning Commission on October 7, 2025; and

WHEREAS, following the hearing, the Planning Commission recommended adoption of the two plans.

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

Section 1: That the attached Future Land Use Map and Master Street Plan are approved as official plans of the City of Pea Ridge, Arkansas.

Section 2: That the Future Land Use Map and Master Street Plan, together with all explanatory matter contained within each of the three plans, are adopted by reference and declared to be a part of the Pea Ridge Municipal Code and all city ordinances related to growth and development within the city's boundaries.

Section 3: That the attached Future Land Use Map and Master Street Plan shall supersede all previous editions of these types of plans for the City of Pea Ridge.

Section 4: That no changes of any nature shall be made to the Future Land Use Map and Master Street Plan except in conformity with the procedures set forth by city ordinance and state law.

Section 5: That all ordinances, resolutions, plans, and parts thereof in conflict with this ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, in the year of our Lord, 202__.

City of Pea Ridge, Arkansas

Nathan See, Mayor

Attest:

Sandy Button – City Clerk-Treasurer

ORDINANCE NO. 926

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 912 EAST PICKENS ROAD, PEA RIDGE, AR 72751 (PARCEL NO. 13-00019-000) AND LEGAL DESCRIPTION IN SECTION 1 FROM C-1, NEIGHBORHOOD COMMERCIAL 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 November 4, 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 A, Agriculture 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 TO C-2, GENERAL COMMERCIAL.

SECTION 1:

A PART OF THE SE ¼ OF THE SW ¼ OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 29 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ROD AT THE SE CORNER OF THE SAID SE ¼ OF THE SW ¼; THENCE FOLLOWING THE SOUTH LINE OF SAID SE ¼ OF THE SW ¼ N88°02'43"W 358.09 FEET TO A SET PK NAIL WITHIN THE RIGHT-OF-WAY OF E. PICKENS ROAD (AR HIGHWAY 94), SAID PK NAIL ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N88°04'04"W 279.19 FEET TO A SET PK NAIL; THENCE DEPARTING SAID SOUTH LINE, PASSING THROUGH A SET IRON PIN AT 40.00 FEET, N02°11'37"E 412.84 FEET TO A SET IRON PIN; THENCE S85°59'00"E 292.07 FEET TO A SET IRON PIN; THENCE S04°00'24"W 402.48 FEET TO THE POINT OF BEGINNING, CONTAINING 116,408 SQUARE FEET OR 2.672 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, RIGHT-OF-WAYS OR RESTRICTIONS OF RECORD OR FACT.

Please see "Exhibit A" vicinity map.

LAYMAN'S DESCRIPTION: 912 East Pickens Road, Pea Ridge, AR 72751; Please see the vicinity map labeled "Exhibit A" // PARCEL NO. 13-00019-000

PASSED AND APPROVED on this 18th day of November 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

Exhibit A
Vicinity Map
(illustrative only)



ORDINANCE NO. 927

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF 2749 HAYDEN ROAD, PEA RIDGE, AR 72751 (PARCEL NO. 18-07888-003 AND 18-07888-000) AND LEGAL DESCRIPTION IN SECTION 1 FROM A, AGRICULTURE TO R-3, HIGH 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 November 4, 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 A, Agriculture to R-3, High Density Residential; 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 TO R-3, HIGH DENSITY RESIDENTIAL.

SECTION 1:

All of the following property, in Benton County Arkansas, more particularly described as: Commencing at the SE corner of the NW/4 of the NE/4 of said Section 25, T21N, R30W; thence N87°15'56"W 73.5 ft to the point of beginning on the West ROW of Hwy 265; thence N2°58'31"W 22.61 ft; thence S68°48'3"W 55.42 ft; thence N87°15'47"W 562.16 ft to a point on the City Limits of Pea Ridge; thence leaving the city limits, S2°23'20"W 330.38 ft; thence S2°21'17"W 336.25 ft; thence S87°0'33"E 632.57 ft; thence N2°36'32"E 335.89 ft; thence along said right of way the following 9 coarse bearings and distances, N01°00'10" E 12.48 ft; thence N20°31'22" W 54.54 ft; thence N00°56'44" E 50.03 ft; thence N18°43'08" W 48.44 ft; thence N21°10'33" E 52.62 ft; thence N14°58'05" E 51.11 ft; thence N 02°36'00" W 50.22 ft; thence N02°59'48" W 7.51 ft; thence N2°58'29"W 41.2 ft to the point of beginning.

Please see "Exhibit A" vicinity map.

LAYMAN'S DESCRIPTION: 2749 Hayden Road, Pea Ridge, AR 72751; Please see the vicinity map labeled "Exhibit A" // PARCEL NOS. 18-07888-003 AND 18-07888-000

PASSED AND APPROVED this 18th day of November 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

[illegible]

ORDINANCE NO. 928

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE AMENDING THE ZONING OF PROPERTY WITH THE CURRENT ADDRESS OF NORTHWEST CORNER OF DOVE ROAD AND BLUE JAY ROAD, PEA RIDGE, AR 72751 (PARCEL NO. 13-00124-090 AND 13-00124-093) AND LEGAL DESCRIPTION IN SECTION 1 FROM 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 November 4, 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 A, Agriculture to R-2, Medium Density Residential; 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 TO R-2, MEDIUM DENSITY RESIDENTIAL.

SECTION 1:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE SOUTH LINE THEREOF N86°55'36"W 1297.27' TO THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, THENCE ALONG THE WEST LINE THEREOF N02°19'08"E 1318.00' TO THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT, THENCE ALONG THE NORTH LINE THEREOF S87°36'18"E 1298.11', THENCE LEAVING SAID EAST LINE S02°21'35"W 1333.35' TO THE POINT OF BEGINNING, CONTAINING 39.49 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN DOVE ROAD RIGHT-OF-WAY ON THE EAST SIDE, SUBJECT TO THAT PORTION IN BLUE JAY ROAD RIGHT-OF-WAY ON THE SOUTH

SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS
AND RIGHTS-OF-WAY OF RECORD.

Please see "Exhibit A" vicinity map.

LAYMAN'S DESCRIPTION: Northwest Corner of Dove Road and Blue Jay Road, Pea Ridge, AR 72751, Pea Ridge, AR 72751; Please see the vicinity map labeled "Exhibit A" // PARCEL NOs. 13-00124-090 AND 13-00124-093.

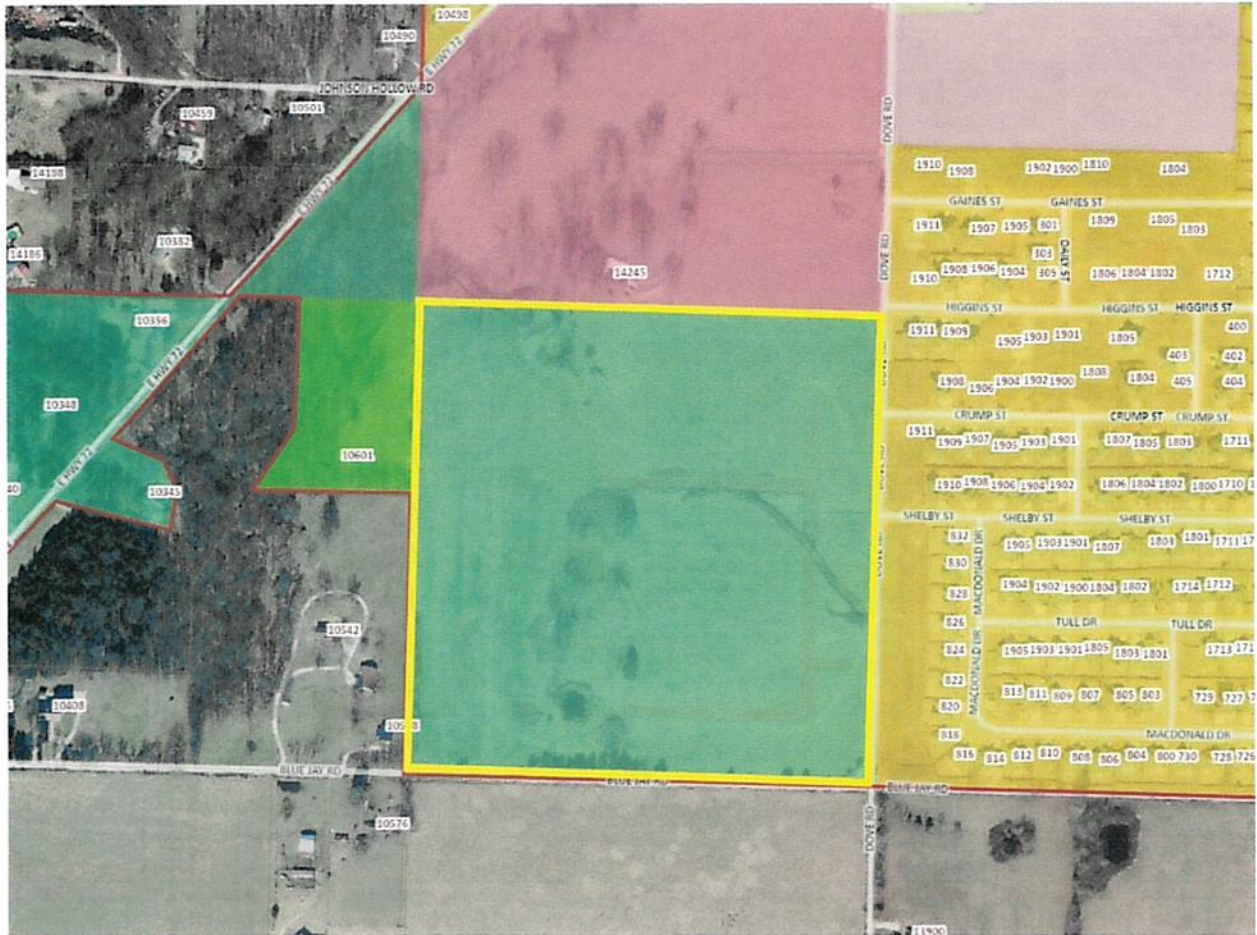
PASSED AND APPROVED this 18th day of November 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

Exhibit A
Vicinity Map
(illustrative only)



ORDINANCE NO. 929

CITY OF PEA RIDGE, ARKANSAS

AN ORDINANCE ACCEPTING THE FINAL PLAT OF DOVE CROSSING PHASE 1, PEA RIDGE, BENTON COUNTY, ARKANSAS; THE DEDICATION OF UTILITY EASEMENTS, STREETS, AND OTHER PUBLIC WAYS THEREIN; AND DECLARING AN EMERGENCY.

WHEREAS, the final plat submitted for Dove Crossing Phase 1, Pea Ridge, Benton County, Arkansas, was approved and dedication thereof made by the Planning Commission of the City of Pea Ridge, Arkansas, on the 4th day of November 2025; and

WHEREAS, the City Council favors the improvement, extension, and development of the City of Pea Ridge, Arkansas, and finds the aforesaid plat to be in order and in compliance with the ordinances of the City of Pea Ridge, Arkansas; and

WHEREAS, the City Council deems it to be in the best interest of the City of Pea Ridge, Arkansas, that said plat be approved, and the dedication therein of utility easements, streets, and other public ways be accepted and confirmed.

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

SECTION 1: That the final plat of Dove Crossing Phase 1, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved, and confirmed:

Legal Description:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID FORTY ACRE TRACT AND THE WEST MASTER STREET PLAN RIGHT-OF-WAY OF DOVE ROAD WHICH IS N02°55'53"E 1333.41' AND N87°36'18"W 29.44' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY S02°57'59"W 706.87', THENCE LEAVING SAID RIGHT-OF-WAY N87°12'58"W 133.88', THENCE N44°12'20"W 68.40', THENCE N87°12'58"W 909.20', THENCE N74°01'18"W 51.36', THENCE N87°14'18"W 126.83', THENCE N01°46'51"E 111.01', THENCE N01°55'32"E 468.92', THENCE N02°01'57"E 59.98' TO THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT, THENCE ALONG THE NORTH LINE THEREOF

S87°36'18"E 1281.97' TO THE POINT OF BEGINNING, CONTAINING 19.34 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LAYMAN'S DESCRIPTION: Northwest Corner of Dove Road and Blue Jay Road, Pea Ridge, Arkansas 72751

Section 2: All dedications in an by the Final Plat of Dove Crossing Phase 1, Pea Ridge, Benton County, Arkansas, being within and subject to the regulatory jurisdiction of the City of Pea Ridge, of streets and other public ways, shall be and are hereby accepted and confirmed pursuant to and in accordance with the Pea Ridge Municipal Code 15.04, of the City of Pea Ridge, Arkansas, and the Mayor and the City Recorder are authorized and directed to certify the aforesaid approval and acceptance upon the face of the plat.

Section 3: The City Council of the City of Pea Ridge, Arkansas, has determined that an emergency is to be found to exist and this Ordinance, being necessary for the preservation of the public peace, health, and safety, shall be in force and effect from and after its passage, approval, and publication.

PASSED AND APPROVED this 18th of November, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

ORDINANCE NO. 930

**AN ORDINANCE REPEALING THE EXTRA-TERRITORIAL
JURISDICTION OF THE CITY OF PEA RIDGE, ARKANSAS;
AND FOR OTHER PURPOSES**

WHEREAS, the legislature of the State of Arkansas passed Act 314 during the 2025 Legislative Session to repeal the extra-territorial jurisdiction afforded to cities up until the effective date of said Act; and

WHEREAS, the City of Pea Ridge, Arkansas desires to comply with Act 314 and amend Title 15 to meet the letter and intent of said Act; and

WHEREAS, the City of Pea Ridge desires to accept digital submissions of plans, plats, and other materials; and

WHEREAS, the City of Pea Ridge desires to clarify home based occupation regulations; and

WHEREAS, the city has determined that the following regulations will promote the health, safety, and welfare of its citizens.

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 if fully set forth herein.

Section 2: Modifications and amendments to Title 15. Title 15 of the Pea Ridge Municipal Code is hereby amended to and shall read as follows:

“TITLE 15

SUBDIVISION REGULATIONS

Chapters:

- 15.04 Subdivision Regulations
- 15.08 Final Plat accepted, Approved & Confirmed

CHAPTER 15.04

SUBDIVISION REGULATIONS

Sections:

- 15.04.01 General provisions and definitions
- 15.04.02 Administration and enforcement
- 15.04.02.1 Vacation of easements and rights-of-way

15.04.03	Definitions
15.04.04	Review and approval process
15.04.05	Incidental subdivisions
15.04.06	Improvements and design standards
15.04.07	Utilities

15.04.01 General provisions and definitions

A. **PURPOSE** These Subdivision Regulations are intended to set forth the procedures, requirements and minimum standards governing the subdivision of land within the city of Pea Ridge and shall be administered in the following manner:

1. To promote the public health, safety and general welfare of the citizens of the city of Pea Ridge
2. To provide adequate air, open space, drainage, transportation, public utilities and other needs
3. To assist in the orderly, efficient and coordinated development of land in accordance to the adopted Comprehensive Plan and Zoning Ordinance and Atlas
4. To ensure conformance of subdivision development with public improvement plans
5. To establish a beneficial relationship of the land and building uses with the municipal street system which will minimize traffic congestion and provide adequate pedestrian traffic circulation

6. To protect and conserve the value of buildings and improvements and to minimize adverse impact on adjoining or nearby properties
7. To improve the aesthetics and welfare of the community by enforcing reasonable design standards
8. To ensure proper legal descriptions and monumenting of subdivided lands
9. To encourage the wise use and management of natural resources and to provide adequate and safe recreational areas of natural beauty and topography within the community
10. To ensure the development and maintenance of a healthy, attractive, and efficient community that provides for the conservation and protection of its natural and human resources.

B. **AUTHORITY** The regulations herein for the subdividing and developing of land within the corporate limits of Pea Ridge are adopted in accordance with the provisions of ACA 14-56-401 through 426.

C. **JURISDICTION** These regulations shall apply to all forms of subdividing as defined herein and shall be applicable to all land within the city of Pea Ridge (Ord. No. 579, Sec. 1).

D. **APPLICABILITY** These regulations and development standards shall apply to the following:

1. **Subdivision** A subdivision as defined in 15.04.03.
2. **Previous division** Any lot, tract or parcel of land resulting from or created by the division of land within the city's jurisdiction as defined in subsection C on or after July 24, 1976, pursuant to or otherwise eligible for division under the provisions of Ord. No. 67 of the city.
 - a. **Variance** When application of these regulations pursuant to the subsection D.2 causes undue hardship or inequitable imposition on the subdivider, the Planning Commission may consider a variance.
 - b. **Procedure** Written petition stating fully the grounds for the variance shall be made to the Planning Commission which shall decide to grant or deny same. If granted the Planning Commission may proscribe any conditions or restrictions it deems necessary or appropriate in the public interest.
3. **Property line adjustments** A transfer of adjustment of a property line which does not create a separate, new lot.
4. **Large scale developments** All large-scale developments except for single family residences.

5. **Dedications** The dedication of any street, alley or other right-of-way through any land.

E. **SEVERABILITY** It is hereby declared to be the intention of the City Council that the following provisions of these regulations be severable:

1. If any court of competent jurisdiction shall adjudge any provisions of these regulations to be invalid, such judgment shall not affect any other provision of these regulations to be invalid, such judgment shall not affect any other provision of these regulations that is not specifically included in such judgment.
2. If any court of competent jurisdiction shall adjudge invalid the application of any provision of these regulations to a particular subdivision of land, such judgment shall not affect the application of such provisions to any other subdivision of land that is not specifically included in such judgment.

F. **INTERPRETATION** In their interpretation and application, the provisions of these regulations shall be held to be minimum requirements for the promotion of the public health, safety, and general welfare. Where the conditions imposed by any provisions of these regulations upon the subdivision of land are either more restrictive or less restrictive than comparable conditions imposed by any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations which are more restrictive and impose higher standards or requirements shall govern.

These regulations are not intended to abrogate any easement, covenant, or any other private agreement, provided that where the regulations of this ordinance are more restrictive or impose higher standards or regulations than such easements, covenants, or other private agreement, the requirement of these regulations shall govern.

No subdivision of land which was not lawfully existing at the time of the adoption of these regulations shall be made lawful solely by reason of the adoption of these regulations, and to the extent that such subdivision of land is in conflict in any manner with the requirements of these regulations, such subdivision of land remains unlawful hereunder.

G. **AMENDMENT** for the purpose of promoting the public health, safety and general welfare, the Planning Commission may recommend amendments to these regulations, for which a public hearing shall be held, and a fifteen (15) day advance notification is published in a local newspaper of general circulation. Following such hearing, the City Council may adopt the amendment(s) as recommended by the Planning Commission. Provided, however, the City Council may, upon a majority vote of its entire membership, amend these regulations without the necessity of following the procedure prescribed in ACA 14-56-422. (Ord. No. 372, Sec. 1.)

15.04.02 Administration and enforcement

A. **ADMINISTRATION**

1. **Planning Department** The Planning Department staff shall administer the rules and regulations herein.
2. **Planning Commission** The Planning Commission shall review and approve plats and make recommendations to the City Council concerning zoning and subdivision regulations and development proposals.

B. **CONFORMANCE TO COMPREHENSIVE PLAN** It is hereby declared to be the policy of the city of Pea Ridge to consider the subdivision of land and the subsequent development of subdivided plat as subject to the control of the city pursuant to the Comprehensive Plan, primarily the Land Use and Master Street Plan, for the orderly planned and efficient development of the city. The various elements of the Comprehensive Plan, including the location of streets, parks, playgrounds, schools, and other public sites and appropriate land uses, shall be designed to conform with minimum zoning and building regulations for the area in which the proposed subdivision is located.

C. **APPROVALS REQUIRED** No subdivider proposing to make or having made a subdivision within the city of Pea Ridge shall proceed with any construction work, including grading, on the proposed subdivision before obtaining a Certificate of Preliminary Plat approval from the Planning Commission. Prior to obtaining from the Planning Commission a Certificate of Final Plat approval and prior to the acceptance and filing of said plat with the County Recorder, the subdivider shall not convey title to any lot, nor allow construction on any lot not necessary for obtaining final plat approval. (Ord. No. 417, Sec. 1.)

D. **CONCURRENT REGULATIONS AND AGENCIES** In addition to the requirements established herein, all subdivision plats shall comply with all other applicable rules, regulations, and laws including but not limited to the following:

1. **City regulations and requirements** Comprehensive Plan, Zoning Ordinance, building regulations, and other pertinent city ordinance
2. **Other agencies** Benton County Health Department, Arkansas State Health Department, and Arkansas Department of Transportation

E. **INSPECTIONS**

1. **Notification** The subdivider shall notify the city twenty-four (24) hours in advance of the placement of storm drainage pipe, subgrade preparation, curb and gutter construction, crushed stone base course, and street pavement. No work shall proceed until approval has been given by the city.

2. **Inspection criteria** The appropriate city agency shall inspect for any defects or deficiencies in installed improvements and the conformity of improvements to the final engineering plans and specifications accepted by the city.
3. **Failed inspection** If the inspection reveals defects and/or deficiencies, the appropriate city agency shall notify the subdivider and the subdivider's engineer in writing. The subdivider shall, at his/her expense, correct such defects and/or deficiencies prior to expiration of any bond or letter of credit.
4. **Correction of defects and/or deficiencies** When such defects and/or deficiencies have been corrected, the subdivider shall notify the city of Pea Ridge in writing that improvements are again ready, and a final inspection shall be conducted.
5. **Completion of improvements** When the improvements have been properly completed, the authorized agent of the subdivider shall submit a letter to the city certifying improvements and installations have been made in accordance with the approved construction plans, specifications, drawing, and standards established by the city and that such improvements are functioning properly. (Ord. No. 372, Sec. 2.)
6. **Certified technician** A certified technician for inspection shall be provided by the engineer. The certified technician for inspection shall submit weekly reports to the city on Monday, and it will address the work performed on all aspects of the improvements of the previous week. Minor subdivisions are exempt from this requirement. (Ord. No. 391, Sec. 1.)
7. **Inspections** Inspections must be completed five (5) days prior to a regularly scheduled Planning Commission meeting. If a re-inspection is required, a minimum of forty-eight (48) hours notice must be given to the inspector and a re-inspection fee of Two Hundred Fifty Dollars (\$250.00) will be assessed upon the party requesting the inspection. This regulation applies to all final plat inspections. (Ord. No. 391, Sec. 2.)
8. **Special meeting** If a subdivider requests a special meeting of the Planning Commission or City Council, the subdivider shall bear all costs to the city associated with administering such a meeting. (Ord. No. 391, Sec. 3.)

F. **VARIANCES** When strict enforcement of the regulations herein causes an undue hardship on the subdivider, the Planning Commission may consider a variance. The Planning Commission may impose conditions to the variance to ensure compliance and to protect adjacent property.

1. **Consideration** Under no circumstances shall a variance be granted because of a personal or financial hardship. A variance must demonstrate the following:
 - a. **Special conditions** Special conditions and circumstances are peculiar to the land involved and are not applicable to other lands.
 - b. **Deprivation of rights** The literal interpretation of the regulations would deprive the applicant of rights commonly enjoyed by other properties within the same area.
 - c. **Resulting actions** The special conditions and circumstances do not result from the actions of the applicant.
 - d. **Special privileges** Granting the variance will not confer on the applicant any special privilege(s) that is denied by these regulations.
 - e. **Non-conforming uses** No non-conforming use of neighboring lands in the same or within another district shall be considered grounds for the issuance of a variance.
 - f. **Public health, safety and welfare** Granting the variance request will not cause a detriment to the public health, safety and welfare or be injurious to other property in the area.
2. **Procedure** No variance shall be granted except upon written petition by the subdivider when the preliminary plat is filed. Under exceptional circumstances the Planning Commission may grant variances at the time of final plat approval. The petition shall state fully the grounds for the variance and all the facts upon which the petition is made. In granting the variance, the Commission shall prescribe any conditions that it deems necessary to or desirable in the public interest.

G. **ENFORCEMENT** It shall be the duty of the city's departmental inspectors to enforce these regulations. When directed, the City Attorney shall initiate appropriate legal action to enforce the provisions of this ordinance and/or the standards referred to herein.

In order to carry out the purposes of these regulations and to assure the orderly development of land after the effective date of these regulations, the following shall apply:

1. **Building permits** No building permit will be issued by the Building Inspection Office for any structure on any lot in a subdivision that has not received final plat approval from the Planning Commission and the City Council or that is in violation of the provisions of this ordinance or the standards referred to herein unless a parcel of property was established by deed prior to July 24, 1976. (Ord. No. 417, Sec. 2.)
2. **Utilities** No permanent utilities will be activated until the city accepts the

improvements, or until a performance bond or letter of credit has been tendered and accepted by the City Council.

3. **Recording** No plat of any subdivision shall be accepted by the County Recorder for filing of record until it is approved by the Planning Commission and accepted by the City Council. Until the plat is recorded, no utility (public or private) shall provide, extend, or authorize the extension of permanent service to any lot, building, or structure.
4. **Conveyance** No conveyance by metes and bounds of tracts or lots included within the definition of subdivision shall be made without compliance with the applicable provisions of this ordinance.

H. **PENALTY** Any person who shall violate any of the provision of this ordinance, or who shall fail to comply with any provisions hereof shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine not to exceed Two Hundred Fifty Dollars (\$250.00). Each day that such violation continues shall constitute a separate offense and shall be punishable accordingly.

The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, engineer, agent, or other person, who commits, participates in, or maintains such violation may be found guilty of a separate offense and suffer the penalties herein provided. (Ord. No. 372, Sec. 2.)

15.04.02.1 Vacation of easements and rights-of-way Applicant shall submit an application to the Planning Department. The application and process shall consist of the following:

1. *Application.* Completed and signed application form as provided by the Planning Department.
2. *Fees and costs.* Applicant is responsible for (1) payment of a Two-hundred Dollar (\$200) application fee; (2) costs of providing notice to adjoining property owners and affected utilities; (3) costs of publication in the newspaper; and, (4) recording at the clerk's office.
3. *Petition.* A signed petition to vacate street, , alley, or any other public right-of-way or any public easement, to include but not be limited to access, drainage, and utility easements.
4. *Plat of record.* A certified or photostatic copy of the portion of the plat on record in the Circuit Clerk's office that shows the proposed area to be vacated, together with the lot and block numbers of each lot that abuts the proposed area to be vacated.
5. *Plat of proposed vacation.* A sketch or illustration that clearly depicts and

provides an accurate legal description of what is being requested to be vacated. Include the location of all easements and show existing utilities.

6. *Ownership.* Proof of ownership of all property owners abutting the right-of-way or easement to be vacated.
7. *Consent of property owners.* Written consent of all property owners abutting the right-of-way or easement to be vacated.
8. *Consent from utilities.* Written consent from all utilities affected by the right-of-way or easement to be vacated.
9. *Sign posting on or adjacent to property.* The City will cause a sign to be placed on or adjacent to the subject property announcing a public hearing at least fifteen (15) days prior to the public hearing.
10. *Review and approval.* City staff will review the request and approve, approve with comments, or deny the request for a vacation. The City Council shall make the final determination on approval of vacations, after publication and hearing, by adopting an ordinance stating that the legal description as provided by the applicant and verified by the City is vacated. The submission deadline for public hearing shall be a minimum of thirty days prior to the hearing date.
11. *Recording.* The City Clerk shall file the ordinance vacating the street, easement, alley or right-of-way with the County Recorder's office. (Ord. No. 747, Sec. 1)

15.04.03 Definitions Definitions not specified in this article are to be interpreted based on customary usage in municipal planning and engineering practices.

Access A way or means that provides vehicular and/or pedestrian ingress to and/or egress from a property.

Alley A minor, permanent public access used primarily for vehicular access to the back or the side of properties abutting a street.

Arterial street See "Street classification"

Authorized agent An architect, attorney, building, subdivider or other person(s) legally empowered to act on behalf of other persons.

Berm An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

Bill of assurance A document containing the limitations and restrictions placed upon a

subdivision by the subdivider.

Block An area of land surrounded by public highways, streets, streams, railroad right-of-ways, parks or similar facilities.

Bond Any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the city.

Building Any structure used or intended for supporting or sheltering any use or occupancy.

Building line A line parallel to the lot line, imaginary or otherwise, that indicates the setback. Within the setback area, no part of the principal building may be constructed except uncovered porches, stoops and steps.

Buffer A continuous area of land set aside along the perimeter of a lot, parcel, or tract in which landscaping is used to provide a transition between spaces and to reduce the environmental and aesthetic impact that one type of land use may impose on another.

City The city of Pea Ridge, Benton County, Arkansas.

City Attorney, City Clerk, City Engineer, City Building Official, City Planning Commission, Mayor A professional retained by the city, an official elected or appointed to a position or a duly authorized representative of an official.

Collector street See "Street classification."

Comprehensive Plan A composite of the mapped and written proposals recommending the physical development of the community which shall have been adopted by the Planning Commission and City Council.

Contour intervals Topographic map lines that represent elevation of land.

Corner lot A platted lot with at least two adjacent sides abutting intersecting streets.

Covenant A private agreement between the buyer and seller that asserts legal requirements on the use of the land. Covenants are typically contained in the property deed or otherwise formally recorded. Enforcement is by legal action initiated by private individuals not by the city.

County Recorder The County Recorder of Benton County, Arkansas.

Cul-de-sac A local street having one end open to traffic and being permanently terminated by a vehicular turnaround.

Dead-end street A street having one end open to traffic and is permanently terminated at the opposite end.

Dedication Land and improvements offered to and accepted by the city for public use, control, and maintenance.

Deed A legal document conveying ownership of real property.

Developer A person, firm, or corporation undertaking the development on a subdivision of land.

Development Any man-made change in improved and unimproved real estate including but not limited to constructing buildings or other structures, drilling, dredging, filling, grading, paving, excavation, or storage of equipment or materials.

Double frontage lot A lot with street frontage on two opposite sides.

Drainage-way An approved means, natural or man-made, or removing or providing for the removal of surface water.

Dwelling unit A building or portion thereof designed for residential occupancy.

Easement The right of a person, government agency, or public utility company to use public or private land owned by another for a specific purpose.

Engineer A person duly authorized under the provisions of the Arkansas Engineering Registration Act to practice the profession of engineering in the state of Arkansas.

Federal Emergency Management Agency (FEMA) The independent federal agency that, in addition to carrying out other activities, oversees the administration of the National Flood Insurance Program.

Final plat The final application proposal submitted by a subdivider to the Planning Commission. The final plat should include all recommended changes to the preliminary plat. Signed approval of the final plat by the City Council, along with certification of title and filing of the plat, means the legal creation of a subdivision.

Flood A general and temporary condition of partial or complete inundation of normally dry land caused from the overflow of inland or tidal water or the unusual and rapid accumulation of runoff or surface waters.

Floodplain A geographical area susceptible to periodic inundation from overflow of natural waterways and determined as to extent by the Federal Emergency Management Agency

(FEMA).

Floodway The channel of a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the surface water elevation more than a designated height.

Frontage the edge of a lot bordering a street.

Frontage street/road See "Street, frontage."

Grading the act of moving ground or soil to adjust elevation or slope.

Improvement plans The engineering drawings showing types of materials and construction details for the physical structures and facilities, excluding dwelling units, to be installed in conjunction with the development of a subdivision.

Improvements Facilities which aid in land development. Improvements include streets; sewer, water mains and storm drains; curbs, gutters, and sidewalks; streetlights, fire hydrants and other required amenities.

Incidental subdivision the division of land in which the review process is expedited. Incidental subdivisions include lot splits and minor subdivisions (Refer to 14.04.05)

Inspection Examination of work, completed or in-progress, that evaluates the integrity of the work and its compliance with code and/or contract requirements.

Land surveyor A person who is registered in the state of Arkansas to make land surveys.

Lot A piece of land divided from a larger tract.

Lot, corner See "Corner lot."

Lot split A division of land creating only one new lot.

Minor subdivision A division of land into four (4) or fewer lots and which does not require dedications, vacations, reservations, changes in alignment of easements of rights-of-way, or extensions of utilities (Refer to 15.04.05.)

Off-site improvement Any part of a street, surface drainage system, water system, or sanitary sewer system, which is to be installed on property located outside the proposed development. (Refer to 14.04.06 (K).)

Parcel A piece of land or group of lots under a single ownership or control. A parcel is

usually viewed as a single unit for development purposes.

Paving width The portion of a street available for vehicular traffic and is the distance from back-of-curb to back-of-curb.

Planned Zoning Development (PZD) A zoning development management approach to physical growth which combines housing, commercial, light manufacturing, and open space uses all in the same zone while maintaining an overall density comparable to conventional development.

Planning Commission The Planning Commission of the city of Pea Ridge, Arkansas.

Plat A drawing of a subdivision, showing the number and dimensions of lots, public rights-of-way, easements, and other improvements.

Preliminary plat The formal application proposal submitted by a subdivider to the Planning Commission. The preliminary plat shows the subdivided property, lots, streets, utilities and easements.

Private street See "Street, private."

Property line adjustment An adjustment of a property line which does not create a separate, new lot. A property line adjustment may or may not dedicate right-of-way or utility easements.

Right-of-way An area of land reserved or dedicated for a street, walk, drainage, or other public purposes.

Setback The required minimum horizontal distance between the building line and the related front, side, or rear property line.

Shall A mandatory directive.

Sketch Plan A pre-application proposal submitted by a subdivider to the Planning Department staff. The Planning Department will provide information to the subdivider concerning policies and regulations, offer advice to the subdivider in order to avoid unnecessary costs and delays and preempt any potential conflicts and problems.

Split, lot See "Lot split."

Street A trip of land, including the entire right-of-way, intended primarily as a means of vehicular and pedestrian travel which may also be used to provide space for sewers, public utilities, trees, and sidewalks.

Street classification

Major Arterial A street or road of considerable continuity which serves or is intended to serve as a principal trafficway between separate areas, districts, communities or densely developed areas and is the main means of access to the primary street system or expressway.

Minor Arterial A street or road of considerable continuity which serves or is intended to serve as a principal trafficway between separate areas, districts, communities, or densely developed areas, and is among the main means of access within the city street system, but is not so designed to provide the same level of throughput as a Major Arterial.

Boundary A street that abuts a property.

Collector A street which, in addition to serving abutting properties, intercepts local streets, connects with community facilities, and carries neighborhood traffic to major and minor arterial street systems.

Local Minor streets used primarily to provide access within a property and to an abutting property.

Street, frontage A street that provides access between a major roadway and a lot, parcel, or tract.

Street, private A right-of-way or easement in private ownership not dedicated or maintained as a public street.

Subdivider A person, firm, corporation, or any agent thereof dividing or proposing to divide land so as to constitute a subdivision. The term subdivider includes the subdivider, owner, and authorized agent. The subdivider is occasionally referred to herein as the applicant.

Subdivision The division of land for the purpose of sale, lease or development. (Ord. No. 391, Sec. 4.)

Tract Land under single ownership or control. A tract usually covers a substantial acreage and has the potential to be subdivided into lots.

Use A purpose to which land is committed.

Variance an exception from the strict application of the provisions of this ordinance. (Ord. No. 372, Sec. 3.)

15.04.04 Review and approval process Subdividers must follow the subdivision review process when subdividing land within the city of Pea Ridge. The sequential steps of the review process are the pre-application conference, preliminary plat review, and final plat review.

A. **PRE-APPLICATION CONFERENCE** The subdivider is strongly encouraged

to meet informally with the Planning Department by scheduling a pre-application conference. No fee is collected for this service, nor is a conference required prior to official application.

1. **Purpose** The purpose of the pre-application conference is to provide information to the subdivider concerning policies and regulations, to offer advice to the subdivider in order to avoid unnecessary costs and delays, and to preempt any potential conflicts and problems. Items discussed at the conference include but are not limited to the following: general character of the proposed development, zoning, utility service, street requirements, flooding, emergency services, and drainage.
- B. **PRELIMINARY PLAT** The subdivider must obtain preliminary plat approval from the Planning Commission and improvement plan approval from the city before proceeding with any grading and construction work. The process for the preliminary plat includes the submission of an application package by the applicant and review by the Planning Commission. (Ord. No. 661, Section 1). (Ord. No. 765, Sec. 1)
1. **Submission requirements.** The subdivider or authorized agent shall submit an application package to the Planning Department containing the following:
 - a. Application
 - b. Letter of transmittal
 - c. one electronic copy in Adobe Portable Document Format (PDF) emailed to the city (Refer to subsection E for information required on plat) and one electronic copy in CAD file format, georeferenced, emailed to Pea Ridge Water Utilities.
 - d. One (1) copy of required documents (Refer to subsection E for list of documents)
 - e. Fee (Refer to subsection D) (Ord. No. 375, Sec. 1; Ord. No. 632, Sec. 1; Ord. No. 661, Section 1; Ord. No. 765, Sec. 1).
 2. **Improvement plans**
 - a. **Submission** At the time or subsequent to submission of the preliminary plat package, the subdivider or authorized agent shall submit to the Planning Department the following:
 - (1) Letter of transmittal
 - (2) One (1) digital copy of plans in PDF format (Refer to subsection E for information required on plans)
 - (3) One (1) digital copy of required documents in PDF format (Refer to subsection E for list of documents).

- b. **Health Department approval** The subdivider or engineer shall submit water and sewer plans to the County and/or State Health Department for approval regardless of whether public or private systems are used. No water, sewer, and/or utility work shall start until approval has been granted by the Health Department.
 - c. **Changes after Preliminary Plat approval** Changes shall require Planning Commission approval prior to the start of construction in the affected area.
- 3. **Review** After the Planning Commission has reviewed the Preliminary Plat and has considered staff recommendations during the Planning Commission meeting, the Commission has ninety (90) days from date of receipt of application package to approve, disapprove, or approve conditionally. If no decision is made within the ninety (90) days, the Preliminary Plat is deemed approved unless the applicant stipulates in writing to the Planning Commission that additional time is acceptable.
- 4. **Disapproval** Within two (2) weeks after the Planning Commission's decision, the Planning Department shall send the applicant a written statement of the reasons for disapproval.
- 5. **Approval** Within two (2) weeks after the Planning Commission's decision, the applicant shall receive a signed copy of the Preliminary Plat and improvement plans. The Planning Commission's approval of the Preliminary Plat is deemed as an authorization to proceed with the preparation of the final plat, the installation of improvements, and the staking out of lots and blocks. Approval of a Preliminary Plat shall not consequentially guarantee approval of the Final Plat.
- 6. **Conditional approval** Within two (2) weeks after the Planning Commission's decision, the Planning Department shall send the applicant a signed copy of the Preliminary Plat and improvement plans along with a written statement of any required changes and/or additions.
- 7. **Expiration** To officially approve the Preliminary Plat, the Chairman of the Planning Commission shall sign the Certificate of Preliminary Plat approval that is included on the plat. The Certificate shall expire twelve (12) months from date of approval unless an extension is granted by the Planning Commission. If the Preliminary Plat expires, further development work shall require approval of another Preliminary Plat.
- 8. **Extension** Before the last day of the twelve (12) months from date of approval, the applicant may request in writing an extension of Preliminary Plat approval. The Planning Commission may grant an extension up to twelve (12) months providing, in the opinion of the Planning Commission, that sufficient work is complete with regard to the required improvements on the property. No more than one extension shall be granted. The Planning Commission may waive the fee for an extension if the extension is not a result of the applicant's actions.

- C. **FINAL PLAT** When the requirements of Subsection B have been satisfied and the Preliminary Plat approval remains valid, the subdivider or authorized agent may submit to the Planning Department a Final Plat application package for review and approval by the Planning Commission. (Ord. No. 794, Sec. 1)

1. **Submission requirements.** Before the preliminary plat expires and at least fifteen (15) days prior to the regularly scheduled Planning Commission meeting, the subdivider or authorized agent shall submit an application package to the Planning Department containing the following:
 - a. Application
 - b. Letter of transmittal
 - c. One (1) electronic copy in Adobe Portable Document Format (PDF) emailed to the city (Refer to subsection E for information required on plat)
 - d. One (1) copy of as-built drawings submitted to the city by email via Adobe Portable Document Format (PDF) and one electronic copy of as- built in CAD file format, georeferenced, emailed to Pea Ridge Water Utilities. As-built drawings shall depict an accurate account of the construction. Construction plans which are “rubber- stamped” and submitted for purposes of as-built drawings are not acceptable.
 - e. Written certification from the engineer of record that all improvements: (1) are complete; and (2) meet the requirements of the approved construction drawings with no unapproved, material changes.
 - f. Fee (Refer to subsection D) (Ord. No. 632, Sec. 2; Ord. No. 661, Sec. 3; Ord. No. 765, Sec. 3; Ord. No. 794, Sec. 1).
2. **Review** The Planning Commission has ninety (90) days from date of receipt of application package to approve, disapprove, or approve conditionally; otherwise, the Final Plat shall be deemed approved. The Planning Commission or City Council may disapprove any Final Plat submission where material, unapproved deviations were made from the previously approved Preliminary Plat. If the applicant wants to develop only a portion of the property for which the Preliminary Plat was approved, he/she must submit a written request to the Planning Department, and the Planning Commission may grant approval of a Final Plat for said portion alone during a regularly scheduled meeting. (Ord. No. 765, Sec. 3).

Disapproval Within two (2) weeks after the Planning Commission's decision, the Planning Department shall send a written statement of the reasons for disapproval.

Approval Within two (2) weeks after the Planning Commission's decision, the applicant shall furnish three (3) paper copies with wet signatures and stamps to the City for the collection of city official signatures. Within five (5) business days, the applicant shall receive said three copies with signatures from necessary city officials.. Approval of the Final Plat will not constitute the acceptance by the public of any dedication of public improvements and lands. (Ord. No. 794, Sec. 3)

Certification of completion Before the Final Plat is recorded with the County Recorder, the City Council must officially accept all dedications of utilities, public improvements and lands for public use along with other agreements and requirements that the Planning Commission contingently applied to the Final Plat approval. The City Council must receive the written certification of completion from the engineer of record, required by 15.04.04.C.1.e, prior to accepting any public dedication. (Ord. No. 579, Sec. 3; Ord. No. 794, Sec. 4).

3. **Recording** Within two (2) weeks after City Council's approval of the Final Plat and acceptance of the public dedications, the subdivider or authorized agent shall record the Final Plat with the County Recorder. The subdivider or authorized agent shall send one (1) copy to the Tax Assessor and shall send two (2) filed copies of the final Plat on 18 x 24 paper to the Planning Department. (Ord. No. 632, Sec. 2.)
4. **Maintenance bond for streets improvements** Before the final plat is recorded with the Benton County Clerk and Recorder's office, the city must receive a bond guaranteeing the work performed upon all street improvements, including, but not limited to the street base, the pavement, the curb and gutter, and the streetlights. The amount of the bond will be equal to, or greater than fifty percent (50%) of the total cost of all street improvements and will be for a period of eighteen (18) months. The cost of these improvements will be certified to the city by the developer's engineer and reviewed by the city's engineer. The bond must be payable to the city of Pea Ridge and must meet the City Attorney's approval as to form, sufficiency, and manner of execution. The bond must be secured by collateral that is acceptable to the city. Should a warranty or maintenance issue with the street improvements arise, the city may present the developer with the opportunity to make the necessary repairs to the improvements. However, at all times, the city retains the right to collect the specified amount from the bond and perform the necessary repairs itself. (Ord. No. 579, Sec. 4).
5. **Maintenance bond for water and sewer improvements** Before the final plat is recorded with the Benton County Clerk and Recorder's office, the

city must receive a bond guaranteeing the work performed upon all water and sewer improvements. The amount of the bond will be equal to, or greater than, fifty percent (50%) of the total cost of all water and sewer improvements and will be for a period of twelve (12) months. The cost of these improvements will be certified to the city by the developer's engineer and reviewed by Pea Ridge Water Utilities. The bond must be payable to the city of Pea Ridge and must meet the City Attorney's approval as to form, sufficiency, and manner of execution. The bond must be secured by collateral that is acceptable to the city. Should a warranty or maintenance issue with the water and sewer improvements arise, the city may present the developer with the opportunity to make the necessary repairs to the improvements. However, at all times, the city retains the right to collect the specified amount from the bond and perform the necessary repairs itself. (Ord. No. 579, Sec. 4).

6. **Walk-through inspection and bond release** Thirty (30) days prior to the expiration of term of the maintenance bonds, described in subparagraphs a and b of this subsection, the City Inspector shall conduct a walk-through inspection of all street, water, sewer, drainage, and other public improvements. Should maintenance issues be discovered during this walkthrough inspection, the developer shall be notified and given the opportunity to correct those issues. At all times the city retains the right to collect the specified amount from the bond and perform the necessary repairs itself. No bond or security shall be released by the city until a successful walk-through inspection has been completed. Upon satisfactory completion of the walk-through inspection by the City Inspector and after the specified bond term has expired, the bond shall be voided, and any unused amount from the bond shall be refunded to the developer. (Ord. No. 579, Sec. 4).

D. **Schedule of fees** The following fees are required for plat approval under the provisions of this ordinance.

Preliminary Plat review	\$400 + \$10 per lot over fifty (50) lots
Final Plat review	\$400
Lot split/minor subdivision	\$250
Extension of Preliminary Plat approval	\$400 + \$10 per lot over fifty (50) lots
Final re-inspection	\$250.00 per re-inspection required
Minor subdivision weekly inspection	\$25.00 per inspection
(Ord. No. 391, Sec. 6.)	

E. **Proposed Design****Items Submitted with Plat**

	Preliminary Plat	Improvement Plans & Specs	Final Plat
Application	x		x
Letter of transmittal	x	x	x
Fees	x		x
Draft copy of bill of Assurance, if available, describing the proposed covenants, restrictions and conditions	x		
Copy of Bill Assurance, if adopted, including but not limited to the following: <ul style="list-style-type: none"> •Dedication of streets, alleys, parks and other public lands •Establishment of easements •Covenants, restrictions, privileges and conditions •Procedures for amending Bill of Assurance which shall state the city's involvement •Reference to the approval of the Final Plat 			x
Letter from each utility company stating that service lines in the proposed subdivision have been installed or shall be installed to the satisfaction of the city of Pea Ridge			x
Certified Percolation Test for each lot if disposal is not with city utilities		x	
State Health Department approval of water supply system if not connected to public system			x
As-Built Drawing: one (1) electronic copy in PDF format			x

Items Included on Plats**Applicant Information**

	Preliminary Plat	Improvement Plans & Specs	Final Plat
Name of subdivision	x	x	x
Name and address of owner of record	x	x	x
Name and address of subdivider	x	x	x
Name and address of surveyor or engineer	x	x	x

General Items

Quality: neat and legible; No patching pasting or other modifications and attachments	x	x	x
Good quality, acid free paper or Mylar for hard copies, PDF and/or CAD format for digital copies			x
Margins: top, bottom and right: ½ "; left: 1 ½ "			x
North arrow	x	x	x
Graphic scale: no smaller than 1" = 100'	x		x
Date of document	x		x
Key map required when more than one sheet is used for a plat. The entire subdivision shall be shown at a smaller scale on the first sheet.	x		x
Vicinity map showing location and acreage of subdivision	x		x
Current zoning classification of the proposed subdivision and the adjacent land	x		x

Existing items

Existing streets, buildings, easements, utilities, culverts, and other permanent items on and adjacent to the tract.	x	x	x
--	---	---	---

Natural Features

	Preliminary Plat	Improvement Plans & Specs	Final Plat
Contour intervals: <ul style="list-style-type: none"> •Not more than two (2) feet where the overall average slope is less than 4% grade •Not more than five (5) feet where the overall average slope is greater than 4% grade 	x	x	
Natural features including but not limited to the following: wooded areas, bodies of water, drainage channels, etc...	x	x	
Direction of flow of all watercourses entering and exiting the tract	x	x	
Drainage area above the point of entry	x	x	
Downstream drainage channels/drainage structures substantially impacted by the proposed subdivision	x	x	
Comparison of rate of storm water flow before and after improvement (rate after improvement shall near zero increase from current, natural rate)	x	x	
Drainage Report from a certified engineer		x	
Flood areas: <ul style="list-style-type: none"> •Boundary of areas subject to flooding •Finished minimum floor elevations and existing lot elevations on each lot for FEMA designated 100-year floodplains 	x	x	x

Survey Information

	Preliminary	Improvement	Final
	Plans & Specs	Plans & Specs	Plat

Legal description of the tract showing boundary lines, bearings and distances	x		x
Dimensions meet standard			
Dimensions: feet and decimals of a foot			
Angles: True bearings and degrees, minutes and seconds			
Dimensions from all angle points			
Curves: Distances based on arc dimensions			
Dimensions from all points of curves			
Curves dimensioned from centerline of street			
Curve lengths for all curved lots			
Acreage to nearest one-tenth of an acre	x	x	x
Rights-of-way, streets and alleys with dimensions	x		x
Lot lines with dimensions	x		x
All setbacks with dimensions	x		x
Sidewalks with dimensions	x		x
Easements with dimensions and purpose noted on plans	x		x
All building setbacks are designated drainage and utility easements	x		x

(Ord. No. 822, Sec. 1)

Proposed Design

	Preliminary	Improvement	Final
	Plans & Specs	Plans & Specs	Plat

Lot and block numbers in accordance with a systematic numbering system	x		x
Name of all streets	x		x
911 Addresses			x
Open space	x		x
Dedicated land for public use	x		x
Land for non-residential use where applicable	x		x
Screening where applicable	x		x

(Ord. No. 822, Sec. 2)

Improvements

	Preliminary Plat	Improvement Plans & Specs	Final Plat
Tract sketch plan for entire tract when proposed subdivision is a portion of the tract		x	
Improvement plans for all facilities and utilities		x	
Source of water supply		x	
Fire hydrants, at a spacing meeting the most recently adopted International Fire Code and International Building Code		x	
Wastewater connections/extensions to public utility		x	
Cross sections of all streets and centerline profiles of street grades		x	
Cross sections of sidewalks		x	
Drains and drainage ways: location, size, & material		x	
Cross sections and centerline profiles of all drains and drainage ways		x	

Certificate of Preliminary Plat Approval

<p>Each preliminary plat submitted shall have printed thereon a certificate of preliminary plat approval:</p> <p style="padding-left: 40px;">This Plat has been given Preliminary Plat Approval only and has not been approved for recording as a public record. This certificate shall expire on _____(date)</p> <p style="padding-left: 40px;">Date of Execution: _____</p> <hr/> <p>Chairman, Pea Ridge Planning Commission</p>	x		
--	---	--	--

**Certificate of Owner and Dedication of Public
Rights-of-Way/Easements**

	Preliminary Plat	Improvement Plans & Specs	Final Plat
<p>Each Final Plat submitted shall have printed thereon a certificate of owner:</p> <p>I/We, the undersigned, Owner(s) of the Real Estate shown and described herein, do hereby certify that I/We am/are the sole owner(s) of the herein platted property and have caused said property to be surveyed and platted and do hereby dedicate all Rights-of-Way and Utility, Drainage (excluding ponds), and Conservation Easements, as shown, to the public for the installation, operation, maintenance, and replacement of streets, public and franchise utilities, and drainage systems. Easements designated as utility easements or "UE" are for the above or below ground facilities and appurtenances of public and franchise utilities according to the 'Utility Corridor' Section of the Pea Ridge Water Facilities Manual, Rev. 2/23 or later, in Section 7A-Design Recommendations. The respective utility companies shall have right of ingress and egress to said easements, the right to prohibit the erection of buildings or structures within said easements, and the right to remove or trim trees, hedges or shrubs that may interfere with or endanger said utilities. Any improvements installed within the Utility Easements are installed at the risk of the installer, as they are subject to being removed without replacement should it be necessary for any public or franchised utility to undertake construction or maintenance within the Utility Easement. No other statements on this plat or hereinafter recorded shall grant any utility special, exclusive, or additional privileges within designated public easements.</p> <p>_____ Printed Name/Company</p> <p>_____ Owner Signature and title</p> <p>_____ Date</p>			x

State of Arkansas County of _____ Sworn to and subscribed before me this _____ day of _____, 20 _____. Notary Public _____ My Commission Expires: _____			
--	--	--	--

(Ord. No. 852, Sec. 1)

Certificate of Final Plat Approval

Each final plat submitted shall have printed thereon a certificate of final plat approval: Pursuant to the Pea Ridge Subdivision Regulations and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations. Date of Execution: _____ _____ Chairman, Pea Ridge Planning Commission			x
--	--	--	---

Certificate of Survey Accuracy

	Preliminary Plat	Improvement Plans & Specs	Final Plat
<p>Each plat submitted shall have printed thereon a certificate of survey accuracy:</p> <p>I, _____, hereby certify that this plat correctly represents a boundary survey made by me and all monuments shown hereon actually exist and their location, size, type and material are shown correctly.</p> <p>Date of Execution: _____</p> <hr/> <p>Registered Land Surveyor</p> <p>State of Arkansas Registration No: _____</p>	x		x

Certificate of Preliminary Engineering Accuracy

<p>In accordance to state statutes each set of plan(s) submitted shall have printed thereon a certificate of preliminary engineering accuracy:</p> <p>I, _____, hereby certify that this plan correctly represents a plan made under my direction and complies with the engineering requirements set forth in the Pea Ridge Subdivision Regulations.</p> <p>Date of Execution: _____</p> <hr/> <p>Registered Engineer</p> <p>State of Arkansas Registration No: _____</p>		x	
---	--	---	--

Incidental subdivisionsA. **APPLICABILITY** Incidental subdivisions shall include the following:

1. **Lot split** A division of land creating only one new lot. An original lot, parcel or tract shall be split no more than three times.
2. **Minor subdivisions** A division of land into four (4) or fewer lots. All subdivision regulations shall apply to minor subdivisions except for the following:
 - a. Minor subdividers shall not be required to provide an on-site certified technician for inspection. Instead, the Building Official shall weekly inspect work performed on all improvements of minor subdivisions. A Twenty-Five Dollars (\$25.00) fee shall be charged for each inspection.
 - b. Minor subdivision may follow the administrative review process detailed in subsection B of this section.
(Ord. No. 391, Sec. 7.)
3. **Property line adjustment** A property line(s) is relocated but does not create an additional lot. A property line adjustment may or may not dedicate right-of-way and/or utility easements.

B. **REVIEW AND APPROVAL** Incidental subdivision shall be expedited by consolidating the preliminary and final plat review into a single review process. However, if deemed necessary, an incidental subdivision may be required to follow the formal review process of both a preliminary and final plat review.

1. **Submission requirements** The subdivider or authorized agent shall submit an application package to the Planning Department containing the following:
 - a. Application
 - b. Letter of transmittal
 - c. One (1) copy of the Final Plat in a digital PDF format.
 - d. One (1) copy of required documents (Refer to subsection E of 15.04.04 – Plat Checklist for list of documents).
 - e. Fee (Refer to subsection D of 15.04.04 – Schedule of Fees).
(Ord. No. 375, Sec. 2; Ord. No. 632, Sec. 4.)
2. **Administrative review**
 - a. **Applicability** the Planning Director may review and administratively approve all incidental subdivisions if no dedications, variations, reservations, changes in alignment or extension of utilities are being proposed.

- b. **Action** Within two (2) weeks of receipt of the Final Plat, the Planning Director shall disapprove, approve or approve conditionally said plat.
 - (1) **Disapproval** The Planning Director shall send the applicant a written statement of the reasons for disapproval.
 - (2) **Approval** The Planning Director shall send the applicant a written statement of the approval.
 - (3) **Conditional approval** The Planning Director shall send the applicant a written statement of required changes and/or additions. The applicant shall send a copy of the letter with his/her signature to the Planning Department.
- 3. **Planning Commission approval**
 - a. **Applicability** The Planning Commission shall review all incidental subdivisions that are not being administratively approved as set forth in subsection B.2.
 - b. **Action** Within forty-five (45) days of receipt of the Final Plat, the Planning Commission shall disapprove, approve, or approve conditionally said plat.
 - (1) **Disapproval** Within two (2) weeks after the Planning Commission's decision, the Planning Department shall send the applicant a written statement of the reasons for disapproval.
 - (2) **Approval** Within two (2) weeks after the Planning Commission's decision, the applicant shall provide to the city three (3) paper copies of the approved plat for city official signatures. The applicant shall receive three (3) signed copies of the plat within five (5) days of city's receipt of said plats.
 - (3) **Conditional approval** Within two (2) weeks after the Planning Commission's decision, the applicant shall provide to the city three (3) paper copies of the approved plat for city official signatures. The applicant shall receive three (3) signed copies of the plat within five (5) days of city's receipt of said plats, as well as a written statement of any conditions of approval which requires the applicant's signature.
- 4. **City Council approval** Any incidental subdivision that dedicates rights-of-way or easements shall require approval by the City Council.
- 5. **Recording** If the Final Plat is approved by the Planning Commission and the City Council, the applicant shall record the Final Plat with the County

Recorder and shall send one (1) filed copy of the Final Plat on a minimum 18 x 24 paper to the Planning Department (Ord. No. 632, Sec. 5.).

6. **Criteria** Decisions shall be based on the following:
 - a. Proposed subdivision complies with the standards as described herein.
 - b. No new street or alley is required or proposed.
 - c. No vacation of streets, alleys, setback lines, access control or easements is required or proposed.
 - d. Such action will not result in any significant increases in public service requirements, nor will interfere with maintaining existing public service levels.
 - e. There is adequate street right-of-way as required by these regulations.
 - f. All easement requirements have been satisfied
 - g. All created lots shall have access to a public street.
 - h. No variance is requested
(Ord. No. 372, Sec. 5.)

15.04.05 Improvements and design standards

A. SUITABILITY OF LAND FOR PLATTING Land unsuitable for residential occupancy due to flooding or other topographical conditions shall not be platted for any use that may increase the danger to health, life or property; or may aggravate erosion or flood hazard. When such land is in the proposed plat, it shall be set aside for such land uses that will not be affected by periodic flooding or unsuitable topographic conditions unless adequate corrective measures are formulated by the subdivider and approved by the Planning Commission.

B. FLOODPLAIN DEVELOPMENT Land may not be platted and subdivided except in conformance with the Drainage regulations as set out in Ch. 11.06. The city will not be financially liable for any damages due to flooding. The Preliminary and Final Plat of any subdivision, wholly or partially, occurring in the 100-year floodplain, as designated by the Federal Emergency Management Agency (FEMA), shall contain finished minimum floor elevations and existing lot elevations on each lot. (Ord. No. 401, Sec. 2.)

C. LAND FOR PUBLIC USE Where proposed community or public facilities of the Comprehensive Plan are located, in whole or in part, in a proposed subdivision, the Planning Commission, City Council, or public board shall require that land for those public facilities be reserved as a condition of Preliminary Plat approval. Such reservations shall be referred to the appropriate public board, commission, or body having jurisdiction or financial responsibility to permit the opportunity to acquire said sites either through purchase, taking an option, or the filing of condemnation proceedings under the power of eminent domain. The reservation shall not extend over a period of more than twelve (12) months following the date of approval of the

Preliminary Plat by the Planning Commission or the subdivision process shall continue without regard for the proposed community or public facilities.

D. RESPONSIBILITY OF COSTS

1. **Streets** The subdivider is responsible for the construction of streets not to exceed thirty-six (36) feet between the backs of curbs. The thirty-six (36) foot wide street is recognized as the standard collector street within the city. The city shall be responsible for costs of widths in excess of thirty-six (36) feet.
 - a. **Local streets** The subdivider shall finance all local streets.
 - b. **Collector streets** The subdivider shall pay for the construction of collector streets as part of the subdivision.
 - c. **Existing boundary streets** When the proposed subdivision abuts an existing street that does not have curb and gutter; does not meet the city's standards of width and construction; and is not included in the city's impact fee plan, the subdivider shall provide payment in-lieu of improvements to upgrade the street to the design standards provided in 15.04.06. Subdivider shall pay no less than one-half of the construction costs.
 - d. **New boundary streets**
 - (1) **Shown on Master Street Plan** For boundary streets that are in agreement with the Master Street Plan, the subdivider shall pay no less than one-half of the construction costs and dedicate no less than one-half of the required right-of-way. Subsequently, the city shall construct such boundary street within seven (7) years from date of Final Plat approval or shall return the full amount of escrowed money plus interest to the subdivider.
 - (2) **Not shown on Master Street Plan** If the Planning Commission deems a boundary street (not shown on the Master Street Plan) as unavoidable, the subdivider shall provide for the entire right-of-way and pay for all construction costs.
 - e. **Access streets** Service or frontage streets used for access to or within the subdivision are the subdivider's responsibility to construct.
 - f. **Arterial streets** Arterial street design and construction may be handled on a participation basis.
 - g. **Street name signs** The subdivider shall pay for street name signs and their installation.

2. **Sidewalks** The subdivider shall pay for all sidewalks.
3. **Storm drainage system** The subdivider shall pay for drainage systems within the subdivision including facilities to handle water flowing into and out of the subdivision from adjacent lands. The city may participate in the cost of oversize storm sewer lines. The design characteristics of each development and its provisions for drainage shall also be considered when calculating major drainage improvements.
4. **Water supply system** The subdivider shall pay for the installation of water lines within the development and the connection to the public water system.
5. **Sewer system** The subdivider shall pay for the installation of sewerage lines within the development and the connection to the public sewerage system.
6. **Other** The subdivider shall pay for all other costs not specified in this section.

E. **BLOCKS**

1. **Configuration** The length, width and shape of blocks shall be determined by the following:
 - a. Provision of adequate building sites suitable to the special needs of the type of use proposed
 - b. Zoning requirements as to lot sizes and dimensions
 - c. Needs for convenient access, circulation, and control and safety of street traffic
 - d. Limitations and opportunities of topography
2. **Size** The permitted length of a block is between four hundred (400) feet and one thousand three hundred and twenty (1,320) feet. Blocks over one thousand (1,000) feet in length may require a public connection including, but not limited to, a sidewalk or alley, within a dedicated easement of not less than fifteen (15) feet in width including a paved connection not less than five (5) feet in width.
3. **Business and residential uses** Such uses shall have a width suitable for the intended purpose with due allowances for off-street parking and loading facilities.
4. **Residential use** Residential blocks shall have sufficient width to provide two (2) tiers of lots of appropriate depths except lots fronting a major street or topographical constraints in which case the Planning Commission may approve a single tier of lots.

F. LOTS

1. **Relationship to street** Every lot shall front on or abut a public street except for a Planned Zoning Development (PZD) where additional frontage options, including but not limited to, private streets, alleys, greens, or other publicly accessible space may prevail subject to Planning Commission's approval.
2. **Double frontage** Lots, other than corner lots, fronting on two (2) streets, shall not be platted except under exceptional circumstances, in which case building lines shall be established on both frontages, and a prohibition on right of access to any collector, minor arterial, or major arterial, must be recorded on the Final Plat.
3. **Buffer** A buffer of at least ten (10) feet wide with no vehicular access shall be placed along the abutting street or other disadvantageous use in all new residential subdivisions. At the discretion of the Planning Commission, the subdivider may substitute an ornamental wall or fence for a planting screen. Screening easements shall be indicated on the plats.
4. **Size** Except as provided herein, the minimum lot dimensions shall conform to the requirements of the Zoning Ordinance for all land within the planning area. No lot shall be more than three (3) times as deep as it is wide.
5. **Non-residential use** Depth and width of properties reserved or laid out for business or commercial purposes shall be adequate to provide for the off-street parking and loading facilities, additional setback abutting residential uses, and buffer requirements required for the type of use and development.
6. **Building setbacks** (Refer to the Pea Ridge Zoning Ordinance for building setbacks by zoning district.)
7. **Floodway** A minimum building setback line of not less than twenty-five (25) feet shall be from any 100-year floodway boundary (FEMA).
8. **Drainage** Every lot shall slope to a street or drainage easement.

G. STREETS

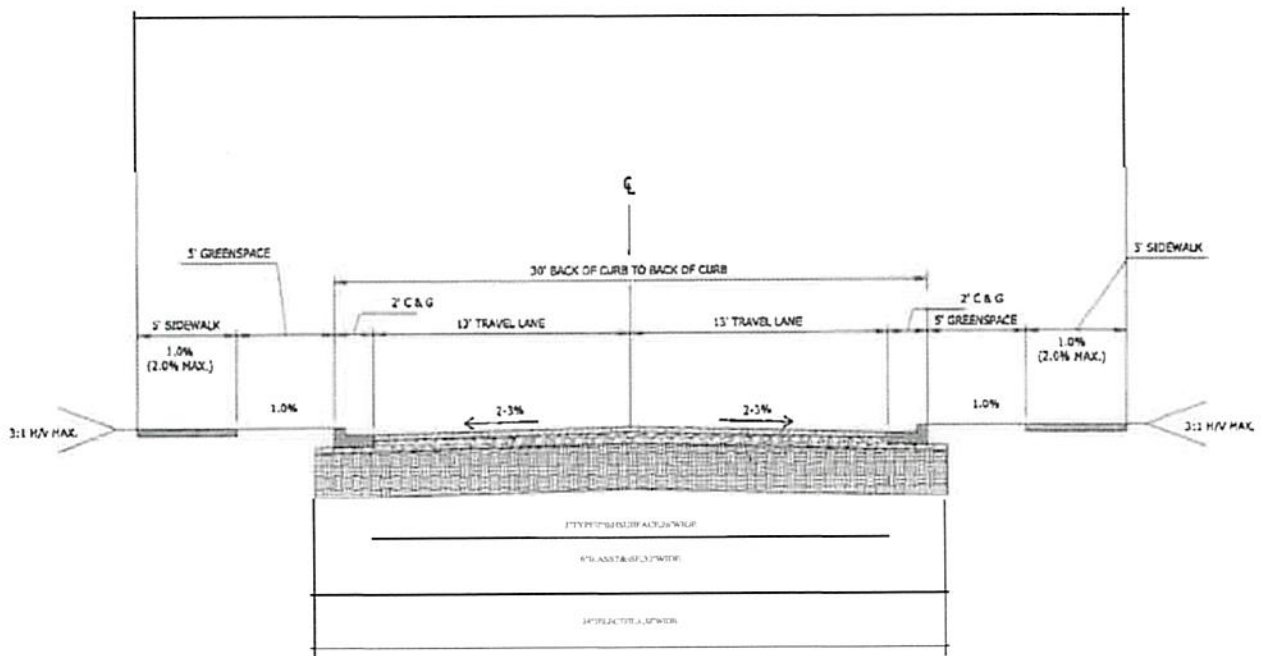
1. **Summary of Street Requirements** Refer to accompanying sections for detailed information.

Summary Street and Sidewalk Requirements

	Local	Collector	Minor Arterial	Major Arterial
Paving width (minimum) Back of curb to back of curb	30'	36'	48'	60'
Right-of-way width (minimum)	50'	60'	80'	100'
Grade (maximum)	12%	10%	9%	8%

Sight distance (minimum at crest)	150'	200'	325'	475'
Minimum horizontal radius at centerline (normal crown)	150'	450'	900'	1400'
Minimum horizontal tangent distance between reverse	50'	200'	300'	400'
Street offsets (minimum)	125'	250'	None	None
Sidewalks (minimum)	(2) 5' 3' min clearance from curb	(1) 5' 3' min clearance from curb	(1) 5' 3' min clearance from curb	(1) 5' 3' min clearance from curb

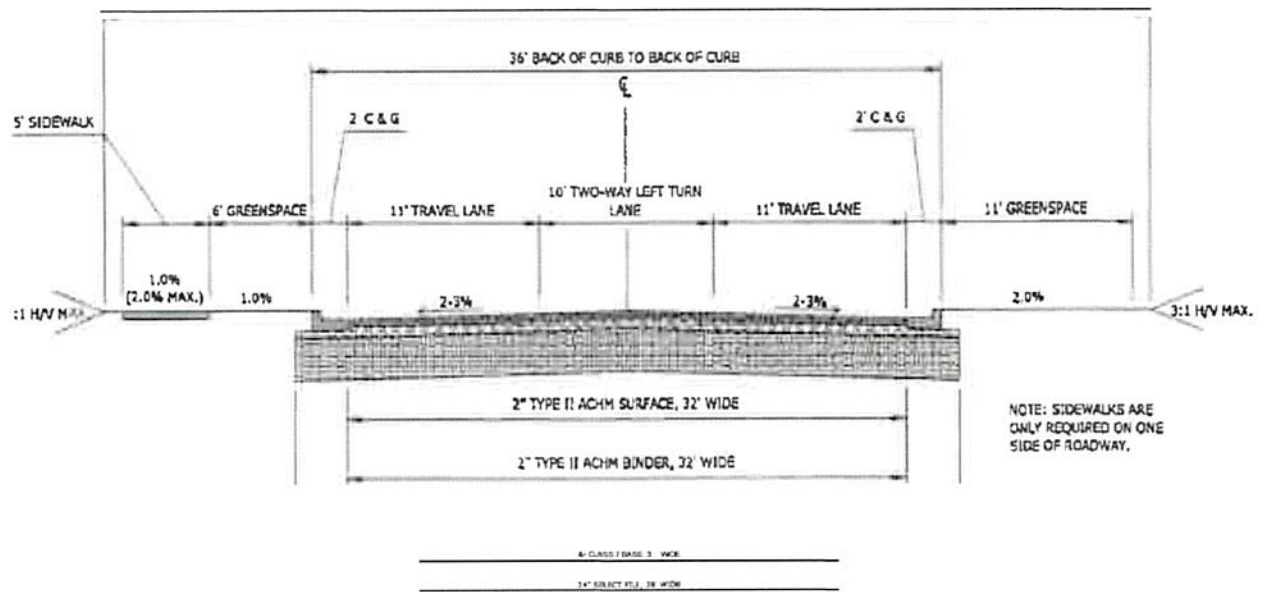
(Ord. No. 701, Sec. 1)



TYPICAL SECTION- LOCAL ROAD

NOTE 1: ALL SIDEWALKS AND SIDEWALKS TO BE CONSTRUCTED FOR THE CITY OF PRAIRIE RIDGE IN OREGON 13.

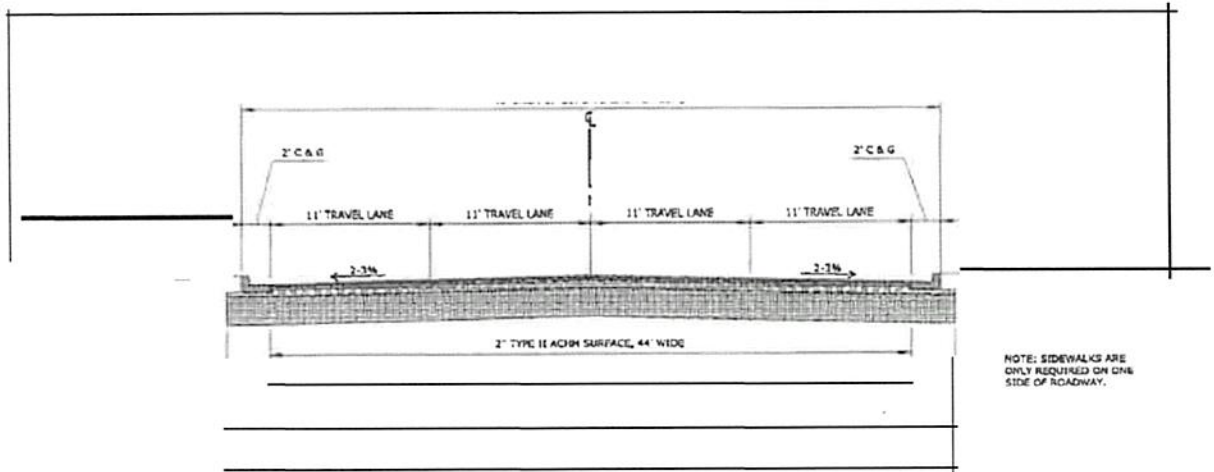
NOTE 2: SELECT FILL REQUIREMENT, UNLESS GEOTECHNICAL INVESTIGATION RECOMMENDS OTHERWISE.



TYPICAL SECTION- COLLECTOR ROAD

NOTE: ALL DIMENSIONS SHOWN ARE TO BE USED AS A GUIDE ONLY. THE ACTUAL DIMENSIONS SHALL BE DETERMINED BY THE FIELD SURVEYOR. THE ACTUAL DIMENSIONS SHALL BE DETERMINED BY THE FIELD SURVEYOR.

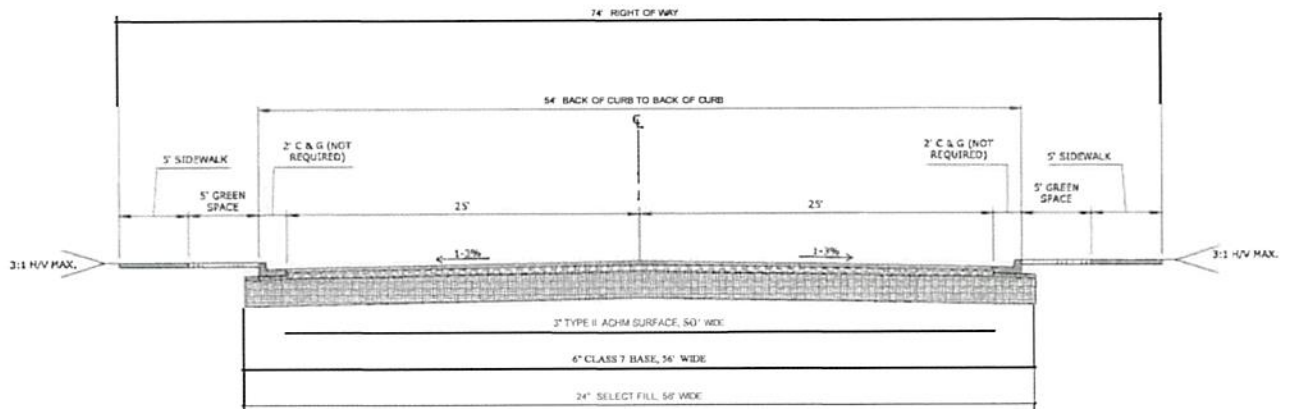
NOTE: 1. SUBJECT TO THE REQUIREMENT, UNLESS OTHERWISE SPECIFIED, THE ACTUAL DIMENSIONS SHALL BE DETERMINED BY THE FIELD SURVEYOR.



TYPICAL SECTION- MINOR ARTERIAL ROAD

NOTE 1: ALL STREETS & SIDEWALKS TO BE CONSTRUCTED PER THE CITY OF PEABODY'S SUBDIVISION CODE CHAPTER 15

NOTE 2: SELECT FILL REQUIREMENT, UNLESS GEOTECHNICAL INVESTIGATION RECOMMENDS OTHERWISE



TYPICAL SECTION- CUL-DE-SAC

NOTE 1: ALL STREETS AND SIDEWALKS TO BE CONSTRUCTED PER THE CITY OF PEABODY'S SUBDIVISION CODE CHAPTER 15

NOTE 2: SELECT FILL REQUIREMENT, UNLESS GEOTECHNICAL INVESTIGATION RECOMMENDS OTHERWISE

(Ord. No. 579, Sec. 5; Ord. No. 701, Sec. 1)."

All streets in industrial and commercial zones must meet the requirements for collector streets.

2. **Access** A publicly dedicated street shall serve every subdivision. Every lot or parcel within a subdivision shall have access to a publicly dedicated street, or in the case of a PZD, access to a public street by means of a Planning Commission-approved option. All lots shall front on public streets except for PZD's where the Planning Commission may approve additional options. In an effort to avoid congestion on city streets and to ensure the safe flow of traffic, any access from subdivision and private drives onto collector, major arterial, and minor arterial streets should be limited. (Ord. No. 391, Sec. 8.)
3. **Design** The proposed street layout shall relate to traffic volume; population densities; and patterns of existing and proposed land use and road systems. Local streets shall be designed to conform with topography where possible; to encourage connectivity; to discourage through traffic; to accommodate efficient drainage and utility systems; and to protect the public health, safety and welfare. The rectangular, gridiron street pattern does not need to be adhered; curvilinear streets are encouraged in order to enhance a layout and to slow traffic. In business areas, streets are planned based on grouping of buildings, provision of alleys, truck loading and maneuvering areas, fire protection and walking, and parking areas in order to avoid conflicts of movement between the various types of traffic.
4. **Future through streets** Future through streets shall extend to the boundary lines of the subdivision unless prevented by topography or other physical conditions or unless, in the opinion of the Planning Commission, such extensions are deemed unnecessary or undesirable for the coordination of the layout of the subdivision with the existing layout or with the most advantageous future development of adjacent property. For partially subdivided land, the subdivider shall provide a proposed plan of future streets for the unsubdivided portion of land.
5. **Proposed streets** Proposed streets shall extend to and match the widths of existing streets (not in excess of thirty-six feet) which may require the dedication of additional right-of-way.
6. **Access control** The subdivider shall not retain a parcel, or tract of land lying between a boundary street and a property line in order to avoid instances where abutting properties are prevented access.
7. **Lots fronting major streets** Residential and non-residential lots fronting a non-local street may be required to have a frontage road to access such lots.
8. **Dwelling units served by a street**

Number of Single-Family Units Served by a Street

Number of Single Family Dwelling Units	Number of Streets Serving Dwelling Units (minimum)	Distance between Streets (minimum)
1-44	1	
45-100	2	200 feet*
101-240	2	200 feet*
241- or more	3	200 feet*

Number of Multi-Family Units Served by a Street

Number of Multi-Family Dwelling Units on a Single Lot	Number of Streets Serving Dwelling Units (minimum)	Distance between Streets (minimum)	Distance Building from Street (maximum)
100-240	2	330 feet*	1120 feet
241 or more	3	330 feet*	

*Measured from centerline to centerline of street right-of-way.

9. **Widths** Subdivisions and large-scale developments shall dedicate sufficient right-of-way to bring substandard streets into compliance.
 - a. **Right-of-way widths (minimum)**
 - Local: fifty (50) ft.
 - Collector: sixty (60) ft.
 - Cul-de-sac: one hundred twenty (120) ft. (Refer to subsection G.13 of 15.04.06)
 - Alley: twenty (20) ft. (Refer to subsection G.14 of 15.04.06)
 - b. **Paving widths (minimum)** (measured from back of curb to back of curb)
 - Local: thirty (30) ft.
 - Collector: thirty-six (36) ft.
 - Cul-de-sac: twenty-five (25) ft; no curb and gutter required (Refer to subsection G.13 of 15.04.06)
 - Alley: sixteen (16) ft. (Refer to subsection G.14 of 15.04.06)
10. **Grades (maximum)**
 - Local: twelve percent (12%)
 - Collector: ten percent (10%)
 - Street grades along gutters shall be 1.5 percent or greater unless approved

by city engineer.

11. **Horizontal clearances to obstructions** On all streets, a minimum clearance of one and one-half (1.5) feet shall be provided between the curb face and obstructions. Such obstructions shall include but not be limited to utility poles, lighting poles and fire hydrants but does not include mail boxes.
12. **Intersections**
 - a. **Angles** Intersecting streets shall be at right angles (90 degrees) where possible and shall not be less than seventy-five (75) degrees.
 - b. **Offsets** Street offset requirements are as follows:
 - (1) Local streets: centerline offsets of no less than one hundred twenty-five (125) ft.
 - (2) Collector streets: centerline offset of no less than two hundred fifty (250) ft.
 - (3) Arterial streets: No offsets are permitted.
 - c. **Sight distances** At all intersections, nothing shall be erected, planted, located or allowed that would impede a motorist's vision between the height of two and one-half (2.5) ft and ten (10) ft. above the highest elevation of the road surface cross section of the intersecting streets. The unobstructed area described is formed by running twenty-five feet in each direction from the right-of-way boundary line. Refer to Figure 4-D.
 - d. **Curb radii**
Where the angle of street intersection is less than ninety (90) degrees, the Planning Commission may require a greater radius. The minimum requirements for curb radii are as follows:
 - (1) Local streets: twenty-five (25) ft.
 - (2) Collector streets intersecting collectors and arterials: thirty-one (31) ft.
 - e. **Property line radii** The property line corner at a street intersection shall have a radius of at least twenty-five (25) ft. Where the angle of street intersection is less than ninety (90) degrees, the Planning Commission may require a greater radius.

Cul-de-sac Cul-de-sacs shall occur on local streets only. Cul-de-sacs shall be used only when the land cannot otherwise be reasonably subdivided because cul-de-sacs reduce the number of connections and choices available to other subdivisions and streets. Where cul-de-sac are utilized, pedestrian and bicycle pathways shall be provided to adjacent properties, unless in the opinion of the Planning Commission, such pathways are deemed unnecessary. Temporary dead-end streets designed to provide future connections to adjacent properties may, in the opinion

of the Planning Commission, require a temporary turnaround easement. A proper drainage system shall be provided. The right-of-way radius shall not be less than sixty (60) ft. The paving radius shall not be less than fifty (50) ft. from back of curb to back of curb. The paving width shall not be less than twenty-five (25) ft. from back of curb to back of curb. The maximum length for a cul-de-sac (measured from center of radius to centerline of intersecting street) shall not exceed one thousand one hundred twenty (1,120) ft. All lots on cul-de-sacs shall have no less than eighty (80) ft. of width at the building line. Refer to Figure 4-E.

13. **Alleys** Alleys may be required at the rear of all lots used for non-residential purposes in order to accommodate access for service and emergency vehicles. Alleys that provide access to rear garages are encouraged in residential areas. In residential areas, the minimum paving width shall not be less than sixteen (16) ft. and the minimum right-of-way width shall not be less than twenty (20) ft. All alleys shall be surfaced with asphalt, concrete, or gravel, provided gravel is properly contained by concrete ribbon curb and approaches into said alley are an all-weather, hard surface designed to prevent washing out. All alleys shall meet the minimum street requirements with the exception that curbs and gutters are not required, unless graveled where a ribbon curb would be required. No parking lanes shall be provided in alleys.
14. **Street name signs** Street name signs shall be placed on one (1) corner of each street intersection in conformance with the specifications adopted by the city. The Planning Commission has the authority to determine the street names and require changes to proposed names.
15. **Street paving construction**
 - a. **Notification** The Pea Ridge Street Department shall be notified twenty-four (24) hours prior to soil compaction test and to placement of any fill and paving material; drainage structures; curb and gutter. The subgrade shall be approved by the Pea Ridge Street Department prior to installation of curb and gutter and/or placement of crushed stone.
 - b. **Earthwork equipment** Earthwork equipment shall include appropriate type and size to achieve the specified compaction.
 - c. **Thickness (minimum)**

Street Paving Thickness

Type of Street	Concrete	Asphalt Surface Course	Asphalt Binder Course Base	Crushed Stone
Local	6"	3"	None	6"
Alleys	6"	2"	None	4"

Collector	6"	2"	2"	6"
Minor Arterial	6"	2"	2"	6"
Major Arterial	Formal Design Recomm.			

- d. **Grading and subgrade preparation** All materials and standards shall conform to the Arkansas State Highway and Transportation Department's *Standard Specifications for Highway Construction*, 2003 edition or as amended. Streets shall be shaped and graded in accordance to the approved street plans. Soft, yielding sections of subgrade shall be removed and replaced in six (6) inch maximum lifts and compacted to the required density. Fill material shall be approved by the Pea Ridge Street Department prior to application. No topsoil or organic material is permitted as fill material. Prior to placement of crushed stone base course, the subdivider shall contact the street department to observe testing for the minimum required density of subgrade by an approved laboratory and to verify that the subgrade is free of soft spots and is unyielding to equipment being used.
- e. **Asphalt street standards** All materials and standards shall conform to the Arkansas State Highway and Transportation Department's *Standard Specifications for Highway Construction*, 2003 edition or as amended. All references below are to said document.
- (1) **Base** The base course shall consist of crushed stone in accordance with Section 303 and shall meet the requirements of a Class 7 as specified in Table 303.1. Construction requirements shall meet the standards specifications in Section 303.03.
 - (2) **Surface course** The surface course shall consist of asphalt concrete hot mix and conform to the properties for a Type 3 as specified in Table 407.1. Materials of construction requirements shall be accordance with Sections 409 and 410.
 - (3) **Binder course** The binder course shall consist of asphalt concrete hot mix and conform to the properties for a Type 2 as specified in Table 406.1. Construction requirements shall be in accordance with Sections 409 and 410.
- f. **Concrete street standards** All materials and standards shall conform to the Arkansas State Highway and Transportation Department's *Standard Specifications for Highway Construction*, 2003 edition or as amended. Refer to Section 501 of said document for required materials and Section 502 for reinforcement

and dowel requirements.

- g. **Alleys** Alleys shall be paved with concrete or asphalt. Alleys may have a center depression in order to channel water longitudinally to a street and/or storm drainage system.
- 16. **Affected roads** These regulations apply to any road which a subdivision encompasses or borders and excludes roads listed on the impact fee list of roads. (Ord. No. 391, Sec. 9.)

H. SIDEWALKS

1. **Location within the right-of-way** Sidewalks shall be located within the dedicated public right-of-way adjacent to the property line unless as otherwise specified in this section. The nearest portion of any sidewalks shall be located no less than three (3) ft from back of curb.
2. **Side of the streets**
 - a. **Local streets** Sidewalks shall be required on both sides of the street.
 - b. **Collector streets** Sidewalks on one side, and a trail section no narrower than ten (10) feet on the opposing side of a collector street are required unless, in the opinion of the Planning Commission, trails on both sides of the street will protect public health, safety and welfare and will facilitate pedestrian safety and access. The determination as to which side a trail is located on shall be reviewed by the Active Transportation Coordinator or the Planning Director and approved by the Planning Commission.
 - c. **Major and minor arterial streets** Sidewalks shall be required on one side of the street.
3. **Width**
 - a. **Residential sidewalks** Five (5) ft. wide minimum.
 - b. **Non-residential sidewalks** Five (5) ft. wide, unless, in the opinion of the Planning Commission, wider sidewalks will protect the public health, safety, and welfare and will facilitate pedestrian safety and access. (Ord. No. 579, Sec. 6).
 - c. **Trails** Ten (10) ft. wide, unless the Planning Commission finds wider trails are required to protect the public health, safety, and welfare and will facilitate pedestrian safety and access.
4. **Design**

- a. **ADA** All sidewalks shall conform to the "Americans with Disabilities Act" (ADA) requirements and specifications.
- b. **Alignment** Sidewalks or trails are to be installed in a straight line unless, the Planning Commission finds a non-linear alignment would protect, enhance, or highlight a natural feature or features or is inclusive of an aesthetic design. Any deviations shall first be considered in the direction away from the street before considering a deviation in the direction towards the street. Deviations shall detour pedestrians no further than 300 feet from the path of the roadway.
- c. **Connections** Sidewalks shall connect with existing sidewalks on adjoining properties in order to create continuity for pedestrian flow throughout the community and shall be graded in a way to facilitate future connection to the adjoining property.

5. **Construction**

- a. **Subgrade** All sidewalks shall be constructed on a compacted subgrade which is free of dust pockets, ruts, and other defects. The Planning Commission or street department supervisor may require four (4) inches of base if the subgrade is not compacted.
- b. **Compressive strength** All sidewalks shall be constructed of Portland cement concrete with a minimum twenty-eight day compressive strength of three thousand (3,000) pounds per square inch.
- c. **Thickness** Sidewalk thickness shall be four (4) inches.
- d. **Slope** All sidewalks shall be constructed with a minimum transverse slope of one-fourth (1/4) inch per foot.
- e. **Expansion joints** All sidewalks shall have expansion joints spaced no farther than twenty-five (25) ft. apart.
- f. **Transverse joints** All sidewalks shall have transverse joints at five (5) ft. intervals and one-fourth (1/4) wide. Joint depth shall be one (1) inch.
- g. **Finish** All sidewalks shall have a "broom" finish.

6. **Waiver** The Planning Commission may waive the sidewalk requirements in the following cases:

- a. Where sidewalks are not deemed necessary for public safety or where topographical or other conditions make their installation and use impractical
- b. Where the subdivision designer has submitted for review a proposed sidewalk plan that provides more direct and safer movement of pedestrian traffic.

- c. Where sidewalks are made unnecessary by alternative pedestrian systems with low traffic volume
 - d. Where no public benefit results from the installation of sidewalks.
7. **Time of installation** Sidewalks, as required in this subsection, shall be installed and maintained to the original specifications in order to receive a certificate of occupancy from the city of Pea Ridge. (Ord. No. 579, Sec. 6).
- a. **After Final Plat approval** If the subdivider or builder chooses to complete the sidewalks within dedicated areas after Final Plat approval, in order to avoid damage to sidewalks by heavy equipment during construction, he/she must provide a cash deposit or a performance bond/letter of credit. (Refer to subsection C.5.C of 15.04.05)
 - b. **Before Final Plat approval** If the subdivider chooses to complete the sidewalks prior to Final Plat approval, they shall maintain sidewalks to original specification in order to receive a Certificate of Occupancy.

I. EASEMENTS

- 1. **Open space** Easements shall be considered as an opportunity for an open space system for adjoining subdivisions via pedestrian trails and bicycle pathways.
- 2. **Widths** Easement widths shall be in conformance to the requirements as dictated by the city of Pea Ridge for the intended purposes.
- 3. **Encroachment** No building or structure shall be erected over or within an easement unless an encroachment agreement is approved by the City Council.
- 4. **Utility easement** In all new residential subdivisions, all utilities including storm water, cable television, electrical and telephone distribution systems, or other services shall be laid underground. It shall be the responsibility of the subdivider to initiate any request for exception to the laying of underground utilities. Utility easements shall be at least twenty (20) feet wide and shall be established at the front, rear and along other such lot lines as to provide continuity of alignment from block to block.
- 5. **Drainage easement** Where a subdivision is traversed by a watercourse, drainageway, channel, or stream, a drainage easement shall be provided conforming substantially to the lines of the watercourse and shall be adequate for intended purpose. It is desirable for the banks of an open channel to be landscaped.

J. STORMWATER DRAINAGE

- 1. **Drainage Regulations** All subdivision development must be done in

- conformance with the Drainage Regulations as set out in Ch. 11.06.
2. **Drainage ditches** No open drainage channels shall be constructed within the area dedicated as public streets and alleys. Whenever drainage ditches exist or are installed, such ditches shall have concrete bottoms and sidewalls designed to retain their original design characteristics and designed so they can at all times be kept clean and easily maintained.
 3. **Curb and gutter** Curb and gutters shall be installed on all public streets. Installation shall be in accordance with the city's specifications. Curbs shall be six (6) inch high curbs and twenty-four (24) inches wide. The method of construction of the curb and gutter shall be in conformance with methods provided in Item 634 of the Arkansas State Highway and Transportation Department's 2003 edition of the Standard Specifications for Highway Construction, or the latest edition.
 4. **Construction** All storm drainage pipes shall be reinforced concrete pipe (RCP) Class III (or higher) or high-performance polypropylene pipe (PP) from back-of-curb to back-of-curb in City right-of-way for local and minor collector designated roads unless otherwise specifically approved by the City Engineer. High-density polyethylene pipe (HDPE) may be used behind the curb within the City right-of-way for local and collector designated roads. All storm drainage pipes shall be reinforced concrete pipe (RCP) Class III (or higher) or high-performance polypropylene pipe (PP) in City right-of-way for collector, minor arterial, and major arterial designated roads unless otherwise specifically approved by the City Engineer. Outside of the City Right of Way, only high-density polyethylene (HDPE), corrugated metal pipe (CMP), reinforced concrete pipe (RCP) Class III (or higher) or high-performance polypropylene pipe (PP) may be used unless otherwise specifically approved by the City Engineer. Expansion joints shall be of one-half (1/2) inch premolded material and be provided at each side of drainage structures, at the ends of the radii at intersections and cul-de-sacs, and along the length of the curb and gutter at one hundred (100) foot spacing. Storm drainage pipes, ditches, and drainage structures shall be free of sediments, trash, debris, and ponding water before Final Plat approval. (Ord. No. 401, Sec. 3; Ord. No. 663, Sec. 1.)

K. **OFF-SITE IMPROVEMENTS** The developer may be required to install off-site improvements where the need for such improvements is created in whole or in part by the proposed development. An off-site improvement shall mean all or any part of a street, surface drainage system, water system, or sanitary sewer system, which is to be installed on property located outside the proposed development.

Any required off-site improvements shall be installed according to city specifications. The developer shall be required to bear the portion of the cost of off-site improvements which bears a rational nexus to the needs created by the proposed development. (Ord. No. 372, Sec. 6.)

15.04.06 Utilities

A. GENERAL

1. **Coordination** The subdivider shall coordinate with the city of Pea Ridge and other local utility companies the design, supply and installation of all utilities serving the subdivision within the city of Pea Ridge.
2. **Specifications** All utilities shall comply with the city of Pea Ridge utility specifications.
3. **Location of utilities** Utilities within a subdivision shall be located within the dedicated public rights-of-way or appropriately dedicated easements.
4. **Utility installation after street paving** If stubs to the property lines are not installed, connections between the lots and the utility lines shall be made without breaking into the street surface where possible.
5. **Underground** All utility wires, lines, and/or cables in new subdivisions utilized by electric and/or telecommunications companies shall be placed underground. Overhead wires, supporting structures, and associated structures of temporary nature which provide temporary service are exempt from this requirement.

B. WATER SUPPLY

1. **Design** The water supply and distribution system shall be designed to provide the anticipated water consumption within the subdivision including fire protection. Sound engineering methods shall be used to design the system.
2. **Connection** Where a public water supply is available within the city limits, the subdivider shall install or have installed a system of water mains and connect to such supply.
3. **Fire hydrants** Fire hydrants shall be required in all subdivisions and shall be installed by the subdivider. They shall be located as to adequately protect each lot within the subdivision. The maximum distance between fire hydrants shall no more than the maximum distance stated in the most recently adopted International Fire Code and/or International Building Code.

C. SANITARY SEWAGE DISPOSAL

1. **Design** The sewage collection system shall be designed to handle the anticipated flow of sewage from within the subdivision including development of future sections of the same subdivision and adjacent areas within the same drainage basin or pump station service area. Recognized engineering design criteria in accordance with the requirements of the State Department of Health and the city of Pea Ridge utility specifications shall be utilized to design the system.

2. **Connection** Where a public sanitary sewer is available within the planning jurisdiction, the subdivider shall install a system of sewer lines and provide connection to each lot. Connection to the city's sanitary sewer system shall be required except where the Planning Commission determines that such connections will require unreasonable expenditure when compared with other methods of appropriate sewage disposal.
3. **Installation before street paving** Such sanitary sewage system shall be installed prior to the installation of the street pavement.
4. **Surface discharge** Any surface discharge of storm water shall be in accordance with requirements of the Arkansas Department of Energy and Environment. The downstream drainage route for any surface discharge shall be shown on the plat to the point of connection to a natural drainage bed. (Ord. No. 372, Sec. 7.)
5. **Inspection** All sewer lines installed as part of an improvement shall be inspected by camera, at the expense of the subdivider, at no cost to the city, prior to final plat approval. (Ord. No. 391, Sec. 11.)

D. **PRIVATE WATER SUPPLY, SEPTIC TANKS AND ABSORPTION SYSTEMS**

1. **Tests and documentation**

- a. **Sanitary sewer** Where public sanitary sewer is not accessible, a certificate or letter from the State Health Department shall be submitted to the Planning Department showing the results of soil morphology or percolation tests for septic tanks and a statement as to the ability of soil to absorb water. The letter or certificate must state that the septic tank meets the requirements of the State Health Department.
 - b. **Water supply** Where a water supply system is not available, a letter from the County Health Department shall be submitted to the Planning Department providing the recommended depth of wells if known, and stating that the well meets the requirements of the County Health Department. If the well depth is unknown, the subdivider shall sink a test well to enable the county health officer to evaluate the adequacy of the individual well water supply.
2. **Compliance** Whenever an on-site septic tank and an absorption system or water supply is to be provided, such facilities shall be installed by the builders of the improvements in accordance with regulations and in compliance with the standards of the State and County Department of Health.

E. **STREET LIGHTING** Street lighting shall be required within all subdivisions

within the city's corporate limits in accordance with the standards and spacing prescribed. Lights shall be installed at least one per intersection and a maximum of three hundred (300) feet apart.

1. **Design** Street light fixtures shall conform to the following specifications and design criteria:

Pole

- a. Type- direct burial
- b. Construction materials – fiberglass
 - (1) coatings – polyurethane (tested in accordance with ASTM G-53)
- c. Shaft length – 24 ft.
- d. Diameter:
 - (1) top – 2.9 inches
 - (2) base – 6.6 inches
- e. Mounting height – 20 ft.
- f. Shaft length – 24 ft.
- g. Handhold:
 - (1) location from base – 66 inches
 - (2) shape – oval
 - (3) size – 2.5 inches x 5 inches
- h. Conductor entrance:
 - (1) number – 2 each
 - (2) location from base – 24 inches
 - (3) size – 1.5 inches
- i. Color – gray or black

Shielding

- a. Type – pole top
 - b. Construction materials – die-cast aluminum housing, spun aluminum hood
 - c. Power wattage – 175 minimum
 - d. Reflector – choice of glass, acrylic or polycarbonate
 - e. Effective projected area (illumination) – 1.3 sq. ft.
 - f. Voltage – 120V
 - g. Color – gray or black
2. **Connection** The subdivider shall coordinate with the city of Pea Ridge and the company providing electric power to the subdivision for installation of the street light fixtures and connection of service to the street light fixtures. (Ord. No. 544, Sec. 1.)

CHAPTER 15.08**FINAL PLAT ACCEPTED, APPROVED & CONFIRMED SECTIONS:**

Sections:

15.08.01 Plats Accepted

15.08.01 Plats Accepted The following are hereby accepted, approved and confirmed:

- Final Plat of Hazelton Heights Phase 1 Subdivision, Pea Ridge, Benton County, Arkansas. (Ord. No. 664, Sec. 1)
- Final Plat of FOX SPUR Phase 1 Subdivision, Pea Ridge, Benton County, Arkansas (Ord. 667, Sec. 1)
- Final Plat of Hazelton Heights Phase II Subdivision, Pea Ridge, Benton County, Arkansas (Ord. No. 681, Sec. 1)
- Final plat of Elkhorn Ridge Subdivision, Phase IV, Pea Ridge, Benton County, Arkansas (Ord. No. 686, Sec. 1)
- Final Plat of FOX SPUR Phase II Subdivision, Pea Ridge, Benton County, Arkansas (Ord. No. 687, Sec. 1)
- Final Plat of Belmont Reserve Subdivision; 7.86 acres across the old High School off of Pickens Road, Pea Ridge, Arkansas (Ord. No. 698, Sec. 1)
- Final Plat of Marilyn's Orchard Phase 1 Subdivision, Pea Ridge, Benton County, Arkansas (Ord. No. 719, Sec. 1)
- Final Plat of Arlington Phase 1 Subdivision, Pea Ridge, Benton County, Arkansas (Ord. No. 720, Sec. 1)
- Final Plate of Prairie Lea Subdivision, Pea Ridge, Benton County, Arkansas (Ord. No. 721, Sec. 1)

- Final Plat of ARLINGTON PHASE 1B Subdivision, Pea Ridge, Benton County, Arkansas (Ord. No. 723, Sec. 1)
- Final Plat of ARLINGTON PHASE 1- 25.79 acres on the corner of Hwy 72 East and It'll Do Road, Pea Ridge, Arkansas (Ord. No. 739, Sec. 1)
- Final Plat of PEA RIDGE COMMONS PHASE 1 (Lots 2, 3, 4, 5 and 6) along with the utility and drainage improvements and easements on Lot 8, Pea Ridge, Benton County, Arkansas. 4.93 acres on the south side of Hwy 72 East between the Pea Ridge Police Department and Ryan Road. (Ord. No. 740, Sec. 1)
- That the Final Plat of AVALON PHASE 1 Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed. 25.79 acres on the corner of Hwy 72 East and It'll Do Road in Pea Ridge, AR (Ord. No. 739, Sec. 1)
- That the Final Plat of PEA RIDGE COMMONS PHASE 1 (Lots 2, 3, 4, 5 and 6), along with the utility and drainage improvements and easements on Lot 8, Pea Ridge, Benton County, Arkansas, as herein described and depicted on the attached illustration, be and the same is hereby accepted, approved and confirmed: 4.93 acres on the south side of Hwy 72 East between the Pea Ridge Police Department and Ryan Road in Pea Ridge, AR, along with the utility and drainage improvements and easements to the back depth of the property on the east side of Ryan Road.(Ord. No. 740, Sec. 1)
- That the Final Plat of Marilyn's Orchard Phase 2 Subdivision, Pea Ridge, Benton County Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the SE ¼ of NE ¼ and part of NE ¼ of SE ¼ of S2, T20N, R30W (Ord. No. 745, Sec. 1)
- That, subject to the terms set forth in the attached Indemnity Agreement signed by Franklin Miller, individually, and on behalf of MP Development, LLC, on February 1, 2022, the final plat of Elkhorn Ridge Subdivision, Phase V, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the NE A, S2, T-20-N, R-30-W (Ord. No. 753, Sec. 1)

- That, subject to the terms set forth in the attached Indemnity Agreement signed by Randy Roth, individually, and on behalf of Roth Family Inc., on April 5, 2022, the final plat THE GREENS AT SUGAR CREEK, Pea Ridge, Benton County Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; and Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of S7, T-20-N, R- 29-W (Ord. No. 762, Sec. 1)
- That, subject to the terms set forth in the attached Indemnity Agreement signed by Tom Seay, individually, and on behalf of Winter Park Partners, on April 12, 2022, the final plat Avalon subdivision, phase 2, Also, including area of Phase 3 per legal description, Pea Ridge, Benton County Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of S35 and Part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of S34, T-21-N, R-30-W (Ord. No. 763, Sec. 1)
- The Final Plat of Walnut Hill Phase 1 Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ and Part of the called N 30 acres of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of S26, T-21-N, R-30-W (Ord. No. 769, Sec. 1)
- The Final Plat of Sedona Rose Phase 1 Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the SW $\frac{1}{4}$ of S26, T-21-N, R- 30-W of the Fifth Principal Meridian, Benton County, Arkansas (Ord. No. 770, Sec. 1)
- The Final Plat of ARLINGTON PHASE 2 Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and a Part of S25, T-21-N, R-30-W (Ord. No. 775, Sec. 1)
- The Final Plat of Saratoga Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of S35, T-21-N, R-30-W (Ord. No. 779, Sec. 1)

- The Final Plat of Stephanie Estates, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of S29, T-21-N, R-29-W of the Fifth Principal Meridian in Benton County, Arkansas (Ord. No. 809, Sec. 1)
- The Final Plat of Sedona Rose Phase 2, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the SW $\frac{1}{4}$ of S26, T-21-N, R-30-W of the Fifth Principal Meridian, Benton County, Arkansas (Ord. No. 810, Sec. 1)
- The Final Plat of Walnut Hill Phase II, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of S26, T-21-N, R-30-W of the Fifth Principal Meridian, in the City of Pea Ridge, Benton County, Arkansas. Also being a portion of Tracts 1 and 2 of a Tract split according to the Plat thereof recorded as document no. L202013531. (Ord. No. 812, Sec. 1)
- The Final Plat of Wellington Hills Phase I Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved, and confirmed: Part of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and a Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of S25, T-21-N, R-30-W, Fifth Principal Meridian, Benton County, Arkansas (Ord. No. 819, Sec. 1)
- The Final Plat of Yorktown PH 1, Pea Ridge, Benton County, Arkansas, has herein described, be and the same is hereby accepted, approved, and confirmed: Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of S31 and Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of S32, all being located in T-21-N, R-29-W (Ord. No. 839, Sec. 1)
- The Final Plat of Yorktown PH 2, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of S32, T-21-N, R-29-W (Ord. No. 842, Sec. 1)
- The Final Plat of Walnut Hill Phase 3 Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of Tract 1 and 2 of Plat record L202012777 same being a Part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ and Part of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of S26; Also, Part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of S27 all in T-21-N, R-30-W (Ord. No. 844, Sec. 1)

- The Final Plat of Wellington Hills Phase II Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the W ½ of the NW ¼ of the SW ¼ of S25, T-21-N, R-30-W, Fifth Principal Meridian (Ord. No. 858, Sec. 1) S-23
- The Final Plat of Walnut Hill Phase 4 Subdivision, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the NE ¼ of the NE ¼ of S27 and Part of the NW ¼ of the NW ¼ of S26, all in T-21-N, R-30-W of the Fifth Principal Meridian (Ord. No. 867, Sec. 1)
- The Final Plat of Concord, Pea Ridge, Benton County, Arkansas, as herein described, be and the same is hereby accepted, approved and confirmed: Part of the S ½ of the SW ¼ of S29, T-21-N, R-29-W (Ord. No. 868, Sec. 1)

224

Section 4: That all prior ordinances with terms and provisions in conflict with this ordinance are amended and updated to reflect the legislative intent outlined herein.

PASSED AND APPROVED this ____ day of _____, in the year of our Lord, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

226

ORDINANCE NO. 931

AN ORDINANCE ESTABLISHING MINIMUM REGULATIONS FOR ACCESSORY DWELLING UNITS; AND FOR OTHER PURPOSES

WHEREAS, the legislature of the State of Arkansas passed Act 313 during the 2025 Legislative Session to address statewide barriers to accessory dwelling unit development and construction; and

WHEREAS, the City of Pea Ridge, Arkansas desires to comply with Act 313 and amend Title 14 to meet the letter and intent of said Act; and

WHEREAS, the city has determined that the following regulations will promote the health, safety, and welfare of its citizens.

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 if fully set forth herein.

Section 2: Modifications and amendments to Title 14. Title 14 of the Pea Ridge Municipal Code is hereby amended to and shall read as follows:

“14.04.02 Rules of Construction and Definitions

2. Definitions of Terms and Uses

Accessory buildings and uses: A subordinate building or a portion of the principal building, the use of which is customarily incidental to that of the dominant use of the principal building or land. An accessory use is one that is customarily incidental, appropriate, and subordinate to the principal use of land and buildings. Accessory buildings and uses are located on the same lot and in the same zoning district as the principal use. This definition does not include “Dwelling – Accessory” which is separately defined.

Dwelling - Accessory: A habitable living unit added to, created within, or detached from a single-family dwelling that provides basic requirements for living, sleeping, eating, cooking, and sanitation. Such unit is independently accessible and located on the same parcel and/or lot as the principal dwelling. This definition includes “accessory dwelling units” (“ADUs”) as defined by Ark. Code Ann. § 14-56-205(a)(1).

14.04.07 Accessory Uses

1. General Description. An accessory building is a subordinate building or a portion of the principal building, the use of which is customarily incidental to that of the dominant use of the principal building or land. An accessory use is one that is customarily incidental, appropriate, and subordinate to the principal use of land and buildings and located upon the same lot therewith. Subject to limitations herein, accessory buildings and uses are permitted in all zones.
2. Location Requirements and Standards. An accessory building shall not be located within a required street (front or street side) setback; shall be subject to the side setback standards of the underlying zoning district; shall be set back at least seven and one-half feet (7.5') from a rear lot

line; shall not be located within any public easement or over any known utilities or septic system lines; and shall not occupy more than ten percent (10%) of the lot area, or more of the lot than is covered by the principal use, whichever results in less lot coverage. Accessory buildings, in all zones except A zones, shall not exceed the floor area of the principal use. Unless otherwise provided herein, and provided site visibility is not obstructed, signs, fences and walls shall be allowed within setbacks.

- a. An accessory building attached to a main building shall be made structurally a part and have a common wall with the main building and shall comply in all respects with the requirements applicable to the principal building. Provided detached, open-sided carports may be located in the side yard, no closer to the front lot line than the front building line of the principal building and provided required side setbacks are met. Unless attached to the principal structure, accessory buildings shall be located at least ten feet (10') from any other structure.
 - b. With regard to height limitations, accessory buildings shall not exceed the height limit of the underlying zoning district, measured from the eave.
 - c. Accessory dwelling units.
 - i. An accessory dwelling unit may be located on any lot that is of a zoning district that allows a single-family residential use, or on any lot with a single-family dwelling and residential use that is "grandfathered" on the basis that it was legally established prior to the enactment of more restrictive zoning laws.
 - ii. Such unit may be attached to or detached from the principal building
 - iii. Such unit shall conform to the minimum requirements for area, width, lot coverage, setbacks, height, and other zoning regulations as they pertain to a single-family home in the zoning district in which the accessory dwelling is proposed.
 - iv. No accessory dwelling unit may exceed the lesser of 1000 square feet of gross floor area or 75% of the gross floor area of the principal structure.
3. Residential Accessory Uses. Residential accessory uses shall include the following accessory uses, activities, facilities, and structures: emergency housing units (subject to limitations outlined in (a) below); temporary housing units (subject to limitations outlined in (b) below); fences and walls; garages, carports, and off-street parking and loading areas; gardens; gates and guard houses; home occupations (subject to limitations and requirements of (c) below); playhouses, patios, cabanas, porches, gazebos and household storage buildings; radio and television receiving antennas; recreational and play facilities for residents; storm and fallout shelters; and other necessary and customary uses determined to be appropriate, incidental, and subordinate to the principal use on the lot.

A nameplate sign, that is, a sign bearing the name and/or address, occupation, and communication number of a person or use occupying the premises, shall be permitted as a residential accessory use. Such sign shall be unanimated and non-illuminated, not over two (2) square feet in area and placed flat against a wall or door of the principal building. In addition, a real estate sign, that is, a temporary sign advertising the premises for lease, rent, or sale, is also permitted as an accessory use. Such sign shall be unanimated and non-illuminated, shall not exceed six and one-fourth (6 1/4) square feet in area, and shall not be placed on public right-of-way. (Ord. No. 722; Ord. No. 815, Sec. 2)

- a. Emergency Housing Unit. Emergency housing units may be allowed as a conditional use in A, RE, R-1, and R-2 districts, provided they are on the same lot as the principal single-family dwelling and are used for the purpose of providing temporary accommodations for a family member in need of daily assistance due to health reasons, as certified by a licensed physician. Emergency housing units shall not be used for general rental purposes. An emergency housing unit, by definition, is not an ADU.

- a. Temporary Housing Unit Permit. Subject to Planning Director approval, a temporary housing unit may be allowed as an interim use in A, RE, R-1, and R-2 districts while a principal residence is being constructed, provided the applicant owns the lot permitted for construction and possesses a valid building permit for the site. Temporary housing units shall be vacated and removed from the site with thirty (30) days of the issuance of the certificate of occupancy for the principal residence, or within thirty (30) days of the owner no longer possessing a valid building permit. Temporary housing units may not be used for general rental purposes or for housing construction crews. A temporary housing unit, by definition, is not an ADU.
- b. Accessory dwelling units.
 - i. No additional parking shall be required for an accessory dwelling unit than what is required for the principal dwelling.
 - ii. Such unit may have a separate water and sewer connection or tie into the existing service line(s) of the principal structure.
 - iii. For property served by septic system, a percolation test result shall be submitted showing adequate capacity for the accessory dwelling unit.
 - iv. Such units shall be submitted for a building permit, the fee for which shall be set at \$250.
- c. Home Occupations Permitted. A home occupation shall be allowed as an accessory use in residential districts subject to Planning Director approval and compliance with the following requirements, which are intended to balance protection of residential character, with enabling residents to work from home:
 - i. The home office or business is clearly secondary to the use of the dwelling as a residence and does not change the residential character or appearance of the dwelling or lot in any visible manner; provided a nameplate sign, as described above shall be permitted.
 - ii. Aside from handling deliveries and receiving customers, work associated with a home occupation shall not be visible from the street or from any neighboring property.
 - iii. The work done in the home office or business shall create no objectionable odor, noticeable vibration, or offensive noise that increases a level of ambient sound at the property lines.
 - iv. The home office or business shall not involve the external display of goods or services and shall not cause unsightly conditions or waste visible from off the property.
 - v. The home office or business shall not cause interference with radio, cell tower, cable, satellite, WIFI, or television reception in the vicinity.
 - vi. Permitted home occupations shall not include the employment of more than two persons, inclusive of residents or property owners, working at the residence absent Planning Commission approval.
 - vii. There shall be no external alteration of the dwelling, accessory structure(s), or garage(s).
 - viii. There shall be no storage of goods, supplies, parts, or equipment outside of an enclosed structure on the property.

- ix. Not more than one (1) vehicle of not more than one and one-half (1 ½) ton capacity and no semi-trailers, incidental to the home occupation, shall be kept on the premises.
 - x. Customers or clients may visit the site only during the hours of 7 am to 8 pm, but no more than one (1) customer or client shall visit the site at the same time.
 - xi. Parking to serve a home occupation shall be provided off-street, and no such parking shall be permitted in a required setback, other than in an existing driveway. In no event shall yard areas be converted to off-street parking to serve a home occupation absent Planning Commission approval.
- d. Home Occupations Prohibited. Prohibited home occupations include, but are not limited to the following:
- i. Barber and beauty shops that have more than one barber/beauty chair.
 - ii. Dispatch centers, where workers come to the site to be dispatched to other locations.
 - iii. Commercial stables, kennels, and animal boarding and care facilities (except household pet grooming (bathing, haircutting, and nail trimming) is permitted, provided the service is limited to one household pet at a time with no overnight boarding).
 - iv. Assembly or repair of large appliances on lots less than one (1) acre absent Planning Commission approval. For purposes of this subparagraph, large appliances are defined as ovens, dishwashers, refrigerators/freezers, washers and dryers (clothes), and other similarly sized appliances.
 - v. Small engine/electric motor repair, automotive service/repair, and equipment repair of any type on lots less than one (1) acre absent Planning Commission approval.
- e. Garage Sales. Garage sales, also commonly called rummage or yard sales, are permitted as accessory uses provided, they meet the following requirements:
- i. Each property address and/or person shall be limited to no more than four (4) such sales per year.
 - ii. Sales shall not last longer than two (2) consecutive days.
 - iii. Sales are conducted on the owner's property. Multiple family sales are permitted if they are held on the property of one of the participants.
 - iv. No goods purchased for resale may be offered for sale.
 - v. No consignment goods may be offered for sale.
 - vi. Directional and advertising signs, not larger than four (4) square feet, shall be free-standing – that is, they shall not be placed on traffic or official signs, utility poles or trees, and shall be removed promptly after completion of the sale. (Ord. No. 722; Ord. No. 815, Sec. 2)

4. **Nonresidential Accessory Uses.** Nonresidential accessory uses are allowed only in association with permitted, nonresidential principal uses and shall include, but not be limited to, the accessory uses, activities, facilities, and structures enumerated below. Such uses shall not be allowed if such use would cause or increase parking nonconformity for the principal use. Such use may also necessitate additional required parking because of its own nature or character. Accessory uses shall not occupy required parking areas, or off-street parking areas (spaces or aisles) approved as part of a site plan. Nonresidential accessory uses include:
- a. Cafeterias, dining halls, and similar food services when operated primarily for the convenience of employees, residents, clients, or visitors to the principal use.
 - b. Dwelling units, other than mobile homes, when used or intended to be used for security or maintenance personnel, or as a parsonage or rectory for a religious use.
 - c. Guard houses, gates, fences, and walls.
 - d. Offices for allowed business and industrial uses when the office is located on the same site as the principal use.
 - e. Parking garages and off-street parking and loading facilities.
 - f. Radio and television receiving antennas.
 - g. Restaurants, newsstands, gift shops, swimming pools, tennis courts, workout rooms, clubs, and lounges when in a permitted hotel, motel, or office building.
 - h. Sale of goods produced as a part of allowed industrial activities when on the same site as the principal industrial use.
 - i. Sale of goods produced as a part of allowed agricultural activities when on the same site as the principal agriculture use.
 - j. The storage of merchandise when located within the same building as the principal business.
 - k. On-premises commercial, bulletin, nameplate, and real estate signs provided such are non-flashing and in compliance with the Pea Ridge sign code.
 - l. Other necessary and customary uses determined to be appropriate, incidental, and subordinate to the principal use on the lot by the Planning Director. (Ord. No. 722)

14.04.08 Special Conditions Applicable to Certain Uses

Sections 1-8. No changes.

9. CLUSTER HOUSING OR COTTAGE COURT

Sub-sections 1-13. No changes.

(14) Such developments can be presented as a large-scale development, thereby allowing for the differences in setbacks and lot sizes. Manufactured Housing Developments defines requirements for such a development.

(15) No permit or other approval shall be granted for the placement of a mobile home (see definition) in the corporate limits.

(16) Required Minimum Green Space.

- (a) Intent. The minimum green space requirements are intended to provide a sense of openness and visual relief in cottage housing developments.
- (b) Common open space shall:
 - i. Provide a centrally located focal area for the cottage housing development.
 - ii. Be a minimum of 400 square feet per cottage.
 - iii. Be outside of wet stormwater ponds, wetlands, streams, lakes, and sensitive area buffers and on slopes of 10 percent or less and developed and maintained so it is usable for active or passive recreation activities.

(17) Screening

- (a) Intent. To ensure that cottage housing developments do not create adverse visual impacts for residents of the cottage housing development and adjacent properties, and to maintain a single-family character along public streets. This subsection sets out requirements and guidelines for minimizing potential impacts resulting from the parking structures and other storage and waste facilities.
- (b) Screening Requirements.
 - i. Boundaries between cottage dwellings and neighboring properties shall be screened with landscaping to reduce the appearance of bulk or intrusion onto adjacent properties, or otherwise treated (e.g., through setbacks or architectural techniques) to meet the intent of this section.
 - ii. Common waste and other storage receptacles shall not be placed in the front yard setback area. (Ord. No. 722)

(18) Accessory Dwelling Units

- (a) The size of an accessory dwelling unit shall be subordinate to that of the primary, or cottage dwelling. For any ADU, the total square footage of the ADU shall not exceed seventy-five percent (75%) of the total square footage of the primary dwelling unit and the accessory dwelling unit combined. ADUs attached to a cottage shall count in the 800 square foot maximum floor area. ADUs in a detached structure do not count in the 800 square foot maximum floor area.

(19) Storm Shelters. Adequate storm shelter space shall be provided to accommodate all residents.

Section 4: That all prior ordinances with terms and provisions in conflict with this ordinance are amended and updated to reflect the legislative intent outlined herein.

PASSED AND APPROVED this 18th day of November , **in the year of our Lord**, 2025.

NATHAN SEE, Mayor

ATTEST:

SANDY BUTTON, City Clerk-Treasurer

RESOLUTION NO. 574

A RESOLUTION APPROVING AND ADOPTING A BUDGET FOR
OPERATION OF THE CITY FOR THE CALENDAR YEAR 2026.

WHEREAS, the Mayor has proposed to the City Council a budget for operation of the City for the Calendar year 2026 as required by Arkansas Code Annotated 14-58-201; and,

WHEREAS, after review of the proposed budget, the Council finds the proposed budget to be in order.

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

Section 1: That the proposed budget as submitted by the Mayor be and the same is hereby adopted as the budget for operation of the City for the calendar year 2026.

Section 2: That a copy of the budget submitted to the Council by the Mayor for approval be appended to this Resolution as "Exhibit A."

PASSED AND APPROVED this 18th day of November, 2024.

Nathan See, Mayor

ATTEST

Sandy Button, City Clerk - Treasurer