

1. Agenda

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BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, February 23, 2016 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, February 23, 2016 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: February 9, 2016**

AGENDA

1. Transportation Update – Mike Churchwell, Transportation Director.
2. Mike Bender, Public Works Director – Informational Item.
3. Planning:
- 3a. **Lot Split: Dave & Kate Burris, Lot 1 Burris Subdivision, 820 Tiger Boulevard, Zoned C-2.**

(Pages 5-9)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at 803 Tiger Boulevard. The plat as provided shows the creation of one new lot from an unplatted piece of section land. The new lot will be known as Lot 1 (0.38 acres) of Burris Subdivision. The plat indicates the dedication of 35' of right-of-way along Tiger Boulevard and the dedication of a 7' utility easement along the western property line for an existing water main. A 24' private access easement will be dedicated per a separate document to allow cross access from the adjacent property to the east. Water and sewer services are available.

4. Staff recommends to the Mayor and City Council to approve the change order of the Burns and McDonnell contract for the design of the 8th Street Overhead Electric Utility Relocation in the amount of \$162,090.00. **(Pages 10-14)**
5. Staff recommends to the Mayor and City Council adopt an ordinance revising the Bentonville Electric Utility Department construction specifications to be used by developers and contractor performing electric utility work within the City of Bentonville. **(Pages 15-117)**
6. Recommend Mayor and City Council award bid #16-30 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$27,841.50. **(Pages 118-120)**
7. Resolution adopting the Look-Back Measurement Method under the Patient Protection and Affordable Care Act (ACA). **(Pages 121-123)**
8. Resolution establishing a Purchasing Card Program with Arvest Bank and naming Jacob Harper, Assistant Finance Director, as the "Responsible Party" as required by Arvest Bank. Noting both Application and Addendum attached. **(Pages 124-135)**
9. Adopt a revised Domestic Violence policy, General Order 56, for the Police Department Policy and Procedures manual. See attached proposed updated policy and existing policy with changes notated. **(Pages 136-148)**
10. Budget Adjustment and Waiver of Bid to increase our fleet by one vehicle with the purchase of a 2016 Chevrolet Camaro. The vehicle would be used exclusively for public relations efforts and youth programs. (A) The Budget adjustment will allow private donation funds in the amount of \$30,000.00 to be used to purchase this vehicle and also upfit it with police equipment. These donated funds would result in both the vehicle, and initial vehicle set up, being at no cost to the city. (B) The Waiver of Bid will allow the purchase of this vehicle from Superior Chevrolet Buick GMC of Siloam Springs, Arkansas. Chevrolet Camaros are not available on Arkansas State Bid. Superior has been the source for Bentonville Police Department vehicles for the past 2 years by matching State Bid pricing. Superior will provide this vehicle to our specifications for \$27,527.00 (MSRP \$29,685.00) and also upfit the vehicle with the necessary police equipment and wiring at an approximate additional cost of \$2,500.00. Superior Chevrolet Buick GMC is the only Chevrolet dealer in NWA that provides this police upfitting service. **(Pages 149-152)**
11. Request that the City Council declare certain items as being surplus, namely four (4) wheels and tires from the Police Department's federal surplus acquired High Mobility Multi Wheeled Vehicle (HMMWV/Hummer approved by council December 10, 2013). This Hummer is a 1984 year model and the tires, as mounted on two piece wheels with run flat inserts, were aging and showing signs of deterioration. Newer, upgraded military specification tires and wheels have been sourced and installed. The removed tires and wheels can be traded to Fast Auto Center for 3 hours labor credit (approximate \$300.00 trade value) on future vehicle upfitting and/or repair. **(Pages 153-154)**

12. This is a request to declare three (3) no longer in service Ford Crown Victoria Police Interceptor patrol division vehicles as surplus property. The three vehicles include the following model year, unit numbers, and VIN numbers and have been replaced with new vehicles as part of the 2015 budget: 2008 model year, unit 2010-60, VIN: 2FAFP71V98X162804, 2009 model year, unit 2010-74, VIN: 2FAHP71V59X135609, and 2009 model year, unit 2010-76, VIN: 2FAHP71V19X135607. All three vehicles were previously used as marked patrol cars and are equipped with light bars, sirens, partitions, hard back seats, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, these three vehicles can be transferred to the City of Pea Ridge Police Department with light bars, sirens, partitions, and other law enforcement specific equipment intact. The Pea Ridge Police Department would use two of these police cars to support their recently expanded School Resource Officer (SRO) program. The third car could be utilized as a spare/spare parts vehicle. Transferring ownership of these retired police vehicles in this manner represents a responsible and safe disposition of this sort of vehicle and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment. It also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships and supports law enforcement and public safety in Northwest Arkansas. **(Pages 155-156)**
13. City Council approval of an ordinance waiving competitive bidding for a comprehensive art program provider for Parks and Recreation. **(Pages 157-170)**
14. City Council approval of an ordinance waiving competitive bidding for Lego - based recreational camps and activities for Parks and Recreation. **(Pages 171-179)**

**City Council
Planning Agenda
February 23, 2016**

**Lot Split: Dave & Kate Burris, Lot 1 Burris Subdivision, 820 Tiger Boulevard,
Zoned C-2.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at 803 Tiger Boulevard. The plat as provided shows the creation of one new lot from an un-platted piece of section land. The new lot will be known as Lot 1 (0.38 acres) of Burris Subdivision. The plat indicates the dedication of 35' of right-of-way along Tiger Boulevard and the dedication of a 7' utility easement along the western property line for an existing water main. A 24' private access easement will be dedicated per a separate document to allow cross access from the adjacent property to the east. Water and sewer services are available.

Planning Commission Staff Report
Lot Split: Lot 1 Burris Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: February 16, 2016

GENERAL INFORMATION:

Project Number: 16-05000001

Applicant: Dave & Kate Burris

Representative: Geoff Bates (Bates & Associates)

Requested Action: Lot Split Approval

Location: 820 Tiger Boulevard

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a lot split for property located at 803 Tiger Boulevard. The plat as provided shows the creation of one new lot from an un-platted piece of section land. The new lot will be known as Lot 1 (0.38 acres) of Burris Subdivision. The plat indicates the dedication of 35' of right-of-way along Tiger Boulevard and the dedication of a 7' utility easement along the western property line for an existing water main. A 24' public access easement will be dedicated per a separate document to allow cross access from the adjacent property to the east. Water and sewer services are available to both lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Commercial
South	C-2, General Commercial	Commercial
East	C-2, General Commercial	Commercial
West	C-2, General Commercial	Commercial

STREETS

Direction	Name	Classification
North	-	-
South	Tiger Boulevard	Arterial
East	-	-
West	-	-

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (b) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently the location of a vacant single family home in a redeveloping commercial area in the northwest part of the city.

Drainage Report: A drainage report is not required for this lot split.

Water / Sewer: Per the G.I.S. site, water and sewer are available to the two proposed lots.

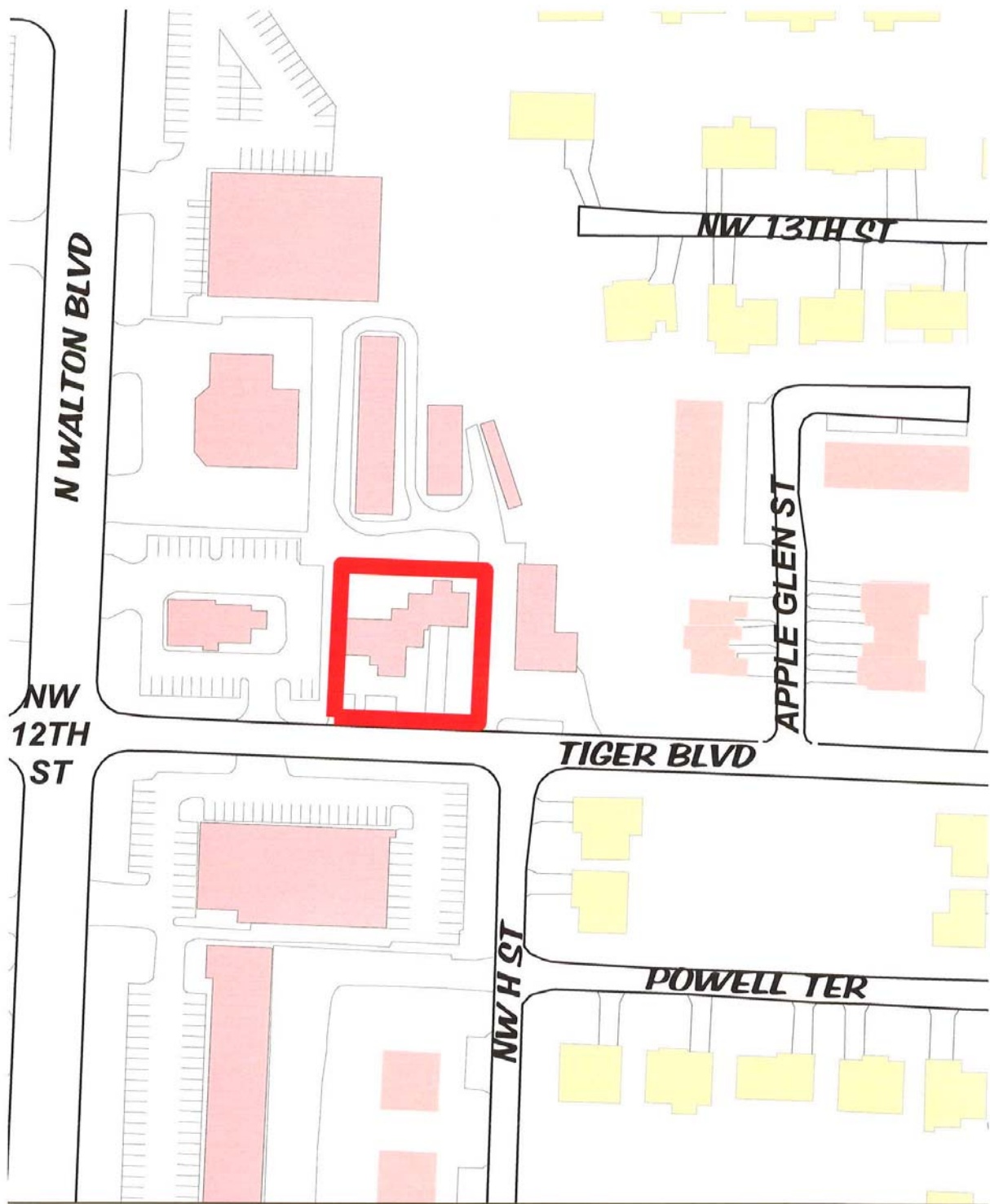
Waiver(s): 1 Waiver Request –

- The applicant is requesting a waiver to Article 1100, Design Standards, Section 1100.5, Streets, Subsection 'B' Master Street Plan Requirements. Ordinance states that right-of-way for an Arterial Street shall be 45' from centerline however, Tiger Boulevard intersection improvements have been designed and the additional right-of-way is not required.

Analysis / Conclusion: This lot split **DOES NOT** meet the minimum requirements of the subdivision regulations due to the waiver request.

RECOMMENDATION:

Staff has reviewed this application and recommends **APPROVAL**.



1 inch = 101 feet

16-06000001
 Davis Burris
 Burris Architecture Office
 820 Tiger Blvd.
 Zoned C-2



Bates &

Associates, Inc.

Civil Engineering · Land Surveying · Landscape Architecture

7230 S Pleasant Ridge Dr / Fayetteville, AR 72704

PH: 479-442-9350 * FAX: 479-521-9350

January 29, 2016

Planning Commission
City of Bentonville
117 W. Central Ave.
Bentonville, AR 72712

RE: Waiver Request for ROW Dedication on North Right-of-Way of Tiger Blvd on Parcel
01-00237-000 (820 Tiger Blvd)

Dear Commissioners,

Mr. Dave Burris would like to request a waiver from the required 45' Right-of-Way Dedication on Parcel #01-00237-000 (820 Tiger Blvd). Upon the Planning and Zoning Review of the pt Submittal of the Burris Subdivision, it was determined that the Master Street Plan Right-of-Way requirement of 45' was not needed, and it was requested that 35' be dedicated. This waiver request was asked to be submitted in the aforementioned review.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,

Jason Young
Bates & Associates, Inc

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 BURRIS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1 Burris Subdivision, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 16th day of February , 2016 and

WHEREAS, said lot split is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City Bentonville of real property as described herein has been submitted to the City Council of the City of Bentonville, And after consideration and deliberation said Council is of the option that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lot 1 Burris Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST:

Approved

CITY CLERK

MAYOR



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
X	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Staff recommends to the Mayor and City Council approve the change order to the Burns and McDonnell contract for the design of the 8th Street Overhead Electric Utility Relocation in the amount of \$162,090.00.

COST TO CITY:

Cost of this Request: \$162,090

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	99,500
Funds Expended to Date		99,500
Remaining Budget		-
Budget Adjustment		-
Remaining After Adjustment	\$	-

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: February 12, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Change Order to the Burns & McDonnell design contract for the 8th St. Overhead Electric Relocation

The Electric Department recommends approval of the change order to the design contract for the 8th St. Overhead Electric Relocation in the amount of \$162,090.00. As the overall 8th St. project has progressed, the scope of the approximately 2.5 mile overhead relocation has expanded as BEUD has coordinated with other utilities (both city and franchise), adding main feeder circuits, different configurations, different-tie in points at road crossings and refeeding existing businesses/homes.

\$62,590.00 of the overall cost is for additional survey required at all the north-south street crossings and for gathering geotechnical information required for the foundations on the self-supported steel poles.

The original contract was for \$99,500.00 and was approved in September of 2013. The change order request of \$99,500.00 will cover the additional changes as outlined in the attached letter from Burns & McDonnell. This is a budgeted item in 2016 in Engineering Services.

The schedule to send the design out to bid is dependent on the ROW acquisition and demolition of existing structures. Currently, the anticipated bid date is May 2016.



November 24, 2015

Mr. Travis Matlock, PE
Engineering Director
Bentonville Electric Utility Department
608 Southeast 3rd Street
Bentonville, AR 72712

Re: Change Order Request
8th Street Overhead Utility Relocation Project
BMcD Project No. 77648

Dear Mr. Matlock:

Burns & McDonnell Engineering Company, Inc. (BMcD) is respectfully submitting a change request for additions and out-of-scope work performed with regards to the 8th Street Overhead Utility Relocation Project.

Burns & McDonnell submitted a proposal to the City of Bentonville on July 19, 2013 for the electric utility relocation of 12kV and 69kV assets to allow for improvements to 8th Street between SW "I" Street and US Highway 71. The contract was executed by both parties on September 13, 2013 based on the scope of work provided in the proposal. The original scope included the design, drawings and specifications for the relocation of approximately 2.5 miles of overhead distribution and transmission lines. The original agreed upon fee to complete this work was \$99,500. Since commencing work on this project last year, there have been significant design changes, additional design scope, and other project changes requested by City staff that has caused us to exceed our approved contract value.

Burns & McDonnell has completed much of this work in good faith in order to keep the project moving forward. BMcD has completed existing changes and will complete additional directed changes herein contained in this proposal for an estimated additional fee of \$162,090. A breakdown of this change order amount is as follows:

- \$62,590 – Subcontractor Work
 - \$18,590 – Survey (B&F Engineering)
 - \$44,000 – Geotechnical Investigation (Terracon)
- \$99,500 – BMcD Change Order Work Complete & In Progress
 - Attached table details the scope of the changes, additional work required in addressing the changes, and the source and date of the requests.



November 24, 2015

Page 2

The following out-of-scope items were previously discussed, but will not be incorporated in the design unless authorization of the additional cost for these changes is provided by BEUD.

- SW A Street – BMcD has not changed the configuration of the existing Pole 1214 located just west of the building. We have changed Pole 22-S1 in our design to a double dead end to allow BEUD to make modifications on this line to the south at a later date.
- SW I Street – BMcD has not added a structure for a sectionalizer adjacent to Pole 1. Our design is based on the future sectionalizer being located on a structure on this line by BEUD outside of the planned construction area at a later date. The traffic signals in this area will be serviced by a transformer on Pole 1-N1 (Existing Pole 3264).
- SE Moberly Street – BMcD has not moved the neutral on Pole 71-N1 to a low position. Our design is based on placing the neutral to a flat position on Pole 71-N1 and Pole 71-S1. This will allow us to use a similar steel pole design for both of these structures. The neutral at Pole 71-S2 will be moved to low a position as requested at the 90% review.

You indicated in your September 29th email that included comments to the 90% review package, that you would like another set of drawings to review before they can be finalized. We propose submitting this last review set of drawings (steel pole loading and above-grade construction) and technical specifications on or before December 18th. These drawings will incorporate all changes identified herein. We anticipate that comments will be returned to us on or before January 15th, and we can then issue the final drawings and technical specifications by January 22nd. We can complete the below-grade (foundation) design and drawings after receipt of the base plate reactions from the selected steel pole vendor. This task can be completed in four weeks of receipt of the loads.

Thank you for the opportunity to work on this important project. If you have any questions or would like to discuss further please feel free to give me a call at (816) 363-7226 or Ken Gerling at (816) 806-4505.

Sincerely,

A black rectangular box redacting the signature of Sean Hosford.

Sean Hosford, PE
Project Manager

A black rectangular box redacting the signature of Ken Gerling.

Ken Gerling, PE
Director, Transmission Projects

Bentonville 8th Street Overhead Utility Relocation Project - Change Order Request

Change #	Change	Scope of Change	Change Order Work Complete	Additional Work Caused by Change	Requester
1	Single vs. Double Circuit	Original scope was to relocate 0.5 miles of double circuit and 2.0 miles of single circuit. Scope changed to upgrading the system to 2.5 miles of double circuit line.	This project was originally bid as a relocation of existing lines. The change required custom structures to accommodate the upgrades as well as the transition from existing high medians to requested low medians at structures with intersecting streets.	These changes impacted all drawings and models associated with the project. The implementation of a second neutral for the top circuit resulted in the need for custom structures to be created for all main line poles. This change required updates to the plan drawing. Additional custom framing drawings and PLS-POLE Models had to be created, and the PLS-CADD model had to be updated with the new pole models. Clearance reports and structure checks also had to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman/Mattlock review meeting with Horford & Munst at BEUD
2	Neutral Position	A second change in design came from a request to again modify the neutral to a flat position on both the top and bottom crossarms of all main line poles. These changes in neutral position required significant redrafting of all tap and crossing structures to tie into existing north/south circuits.	This change required updates to plan and custom framing drawings, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks also had to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman via face-to-face meeting with Horford & Munst at BEUD	
3	Tangent/Deadend Limits	Tangent/DE angle limits specified by BEUD changed from 6 degrees to 2 degrees.	This change required updates to plan and custom framing drawings, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks also had to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman via drawing review comments	
4	Standards Updates	Partially updated standards provided. Full updated standards provided.	The most prominent changes between revisions had to do with the spacing of cross arms. The updates to the BEUD Standards required updates to many custom framing drawings, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks also had to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman via email Mattlock via email	
5	Services	Original scope identified that overhead services crossing a street would be rerouted under the road and back up existing poles to be into existing drops. Scope was modified to have all services converted to underground with new pedestals and transformers.	This change required additional drafting and updates to pole details and Bill of material.	Thurman via drawing review comments	
6	Tangent Crossarm Placement	Originally instructed by BEUD that the top cross arm of custom double neutral flat poles be placed 18" from top of pole. Later instructed to move this crossarm to 3" from top of pole	The updates to the BEUD Standards required updates to many custom framing drawings, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks also had to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman/Charet via design review meeting with Horford & Munst on webcast	
7	SW A Street Crossing	Modified original design to attach crossing line to pole #22 and changed to fly thru crossing.	This change required updates to the plan and custom framing drawings, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks also had to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman via drawing review comments	
8	Plan & Profiles	BEUD initially requested only plan view drawings that follow supplied example. In lieu of PLS-CADD generated Plan and Profiles, BEUD requested to have a new position required on all structures. This was later modified to have a flat position neutral on the bottom cross arm of a portion of the line that was overbuilt by the BMDV circuit.	These drawings required drafting time to splice together north and south branch alignment profiles.	Thurman via email	
9	Conduit Orientation	Instructed to add underground near conduit orientation detail for every primary and secondary river pole at the 60% design review then instructed to remove them after the 90% design review.	These changes required unnecessary drafting time to add this detail to the Plan drawings and adjust formatting to allow space for inclusion. Minimal drafting time was required to remove the detail.	Thurman via 60% & 90% drawing review comments	
10	SW US Crossing	It was agreed at the 60% submittal phase that the original inset structure just north of Pole 01 would not be required. This pole was originally requested to accommodate a future intersection.	This change would require updates to the plan drawing, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks would also have to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Webex Meeting with BMDV/BEUD	
11	Pole 44	Relocate Pole 44 SE to east to avoid new driveway after the 90% design review. No driveway indicated in roadway design at this location.	This change also affected the location of Pole 43 and required updates to the plan drawing and the PLS-CADD Model.	Thurman via 90% drawing review comments	
Change Order Work In Progress					
12	Street Lighting	Original scope did not include the design of street lighting. It was also conveyed by BEUD that street lights would only be located on the opposite side of the street as our alignment. BMDV was later requested to design streetlight placements.	Street lights must be positioned to maintain clearances from designed overhead electric utilities. Lights must also be fed by incorporating more primary risers on the new line and adding more underground transformers. Updates to the plan drawing and the PLS-CADD model must be made. Clearance reports also have to be revised over numerous iterations.	Email from Mattlock to Horstberg/follow up discussion at monthly meeting	
13	Underground Details	Separate request after the 90% design submittal for a new drawing set to call out underground details on wire and conduit for services, etc.	A second set of drawings has to be created.	Thurman via 90% drawing review comments	
14	SE P Street Crossing	Modified original design to attach crossing line to pole #56 and changed to fly thru crossing after the 90% design submittal.	This change would require updates to the plan and custom framing drawings, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks would also have to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman via 90% drawing review comments	
15	SE J Street Crossing	BEUD has requested to change Pole 48-S1 to double dead end flat and replace wire to Pole 48. Not required per design and identified after the 90% design review.	This change would require updates to the plan drawing and the PLS-CADD model. Clearance reports and structure checks would also have to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman via 90% drawing review comments	
16	SE Moberly Street Intersection	Move neutral position to low on Pole 71-S2 at 90% design review. Current position was determined to be the best option during 60% design review.	This change would require updates to the plan and custom framing drawings, PLS-POLE Models, and the PLS-CADD model. Clearance reports and structure checks would also have to be revised to check if required pole heights and classes would be affected and adjusted as necessary.	Thurman via 90% drawing review comments	
Change Order Work Not Started Subtasks					\$99,500
Change Order Subcontractor Work					
17	Electric Survey Work	Requested by BEUD to perform survey work as a change to the original contract. BMDV contracted with B&F Engineering to perform the survey work.	-	Approved Previously by Mattlock	
18	Electric Geotechnical Work	Requested by BEUD to perform geotechnical analysis work as a change to the original contract. BMDV contracted with Terrason to perform the geotechnical work.	-	Approved Previously by Mattlock	
Change Order Subcontractor Work Subtasks					\$42,500
Total Change Order Work					\$162,090



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Staff recommends to the Mayor and City Council adopt an ordinance revising the Bentonville Electric Utility Department construction specifications to be used by developers and contractor performing electric utility work within the City of Bentonville.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: February 10, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Council Approval of BEUD Electric Specifications

The City Of Bentonville recommends to the City Council approval of the revisions to the Bentonville Electric Utility Department Electric Specifications. BEUD has made minor changes to the specifications based on comments from users and situations that have presented themselves over the last year.



BEUD ELECTRIC SPECIFICATIONS

REVISION 3

**ELECTRIC DEPARTMENT
CONSTRUCTION OFFICE
608 Southeast Third Street
Bentonville, AR 72712**

**REVISED
2/23/16**

REVISION 3 TO BEUD ELECTRIC SPECIFICATIONS

2/23/16

Below are the specifications that were revised from the original document dated February 11, 2014, and approved by City Council on February 25, 2014. Details that have changed are listed at the bottom.

- 3.10.4 Any newly constructed structure shall be located 20' away from the face of BEUD 15KV poles and 50' away from face of 69KV/161KV poles unless BEUD approval has been obtained.
- 5.4 BEUD will deliver the required number of single phase transformer pads to the job site that the contractor will be responsible for installing. Transformer pads must be level and compacted as to prevent settling of equipment. Conduit shall be stubbed up in the block out in the transformer pad and extend three feet (3') above finished grade and capped per Section 10.2.6 and 10.2.8.
- 6.4 If the development is a "Subdivision" the DEVELOPER is responsible for the following:
- Trench, provide, and install all conduit runs (primary, secondary, and streetlight)
 - Prepare dirt pad and install prefabricated concrete pads for single phase transformers (provided by BEUD)
 - Install secondary pedestals (provided by BEUD)
 - Install JB Comcast sleeves for any primary junction boxes (provided by BEUD)
 - Prepare earth pad and pour concrete pad for any three phase transformers
 - Provide and install vault for any switchgear
 - Provide stub outs a minimum of 5' from transformers and secondary pedestals to future lots (marked with t post painted red)
 - Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap.
 - Provide streetlight foundations with anchor bolts, nuts, washers, and any associated streetlight conduit
 - Provide 4-mil polyethylene, 3" wide detectable warning tape, red with black lettering, imprinted with "Caution-Buried Electric Cable Below" above conduits
 - Cost of switchgears and street lights
- 9.2.3 **Added** - When 48" depth for primary conduit cannot be achieved due to field conditions, red dyed concrete shall be installed around the full length of conduit that cannot achieve proper depth. Refer to 10.11.9 for full specifications regarding red dyed concrete.
- 10.2.6 All joints are to be cemented and both ends of the run are to be capped (but not glued) with industry approved PVC cap (NO DUCT TAPE) to ensure the conduit remains clean and dry. The ends shall be marked at a point above final grade with a t-post painted red.

- 10.2.8 **Added** - When mule tape is provided, approved conduit cap shall be Cantex poly plug with pulling eye (Part #5315258 – 2", 5315260 – 3", 5315262 – 4"). Secure mule tape to pulling eye on conduit cap before placing cap on conduit. For all other conduits, provide conduit caps per 10.2.6
- 10.3.4 CONTRACTOR shall stub out service conduits a minimum of 5' from transformer in the direction of future structure. See detail **DS-1405** for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked below grade with a red t-post. Refer to Sec. 6.4
- 10.4.4 CONTRACTOR shall stub out service conduits a minimum of 5' from transformer in the direction of future structure. See detail DS-1405 for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked below grade with a red t-post. Refer to Sec. 6.4
- 10.7.5 Vault holes shall be 8" diameter and arranged per **DS 1420**. Developer shall individually cover unused conduit holes with wafer board or plywood. No industrial adhesive will be allowed to secure board to vault.
- 10.9.5 CONTRACTOR shall stub out service conduits a minimum of 5' from pedestal in the direction of future structure. See detail **DS-1414** for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked below grade with a red t-post. Refer to Sec. 6.4
- 10.11.9 **Added** - Red colored concrete encasement (when conduit depth for primary cannot be achieved) shall utilize a red pigment integrally mixed into the concrete. Concrete encasement is not required for secondary or service conduit.
- 10.11.9.1 **Added** - Dry shake or broadcast coloring agents are not to be used.
- 10.11.9.2 **Added** - To achieve a "red" concrete using red dye (iron oxide), a mixture of 100 pounds per 8 cubic yards of concrete is required.
- 10.11.9.3 **Added** - Provide 6" of concrete over primary conduit and extend 6" to either side of conduit.
- 20.1.12 The minimum size meter base allowed by BEUD is 200A (a 100A main breaker in a 200A meter base is acceptable.)
- 20.4.7 All conduit joints shall be glued, and exposed end of the run shall be capped (not glued) with industry approved PVC cap to ensure conduit remains clean and dry. No Duct tape will be allowed.

- 21.1.2 **Added** - Meter shall be no more than 100' away from source point unless approved by BEUD.

DETAIL CHANGES

- DS-1403 - Trench Detail in Green Space – (added additional information)
- DS-1405 - Single Phase Transformer Site Requirements (revised conduit dimension)
- DS-1020 - Overhead Wall Mounted CT Cabinet – 600/800A (added)
- DS-1021 - Underground Wall Mounted CT Cabinet – 600/1200A (added)
- DS-1022 - Underground Pad Mounted CT Cabinet – 1600A (added)
- DS-1023 - Underground Pad Mounted CT Cabinet – 2000-4000A (added)

DETAIL CHANGES

PART I



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BEUD CONSTRUCTION SPECIFICATIONS

SECTION 1 GENERAL INFORMATION

- 1.1 The intent of this publication is to simplify and expedite the process of electric utility construction within the jurisdiction of the City of Bentonville. This publication specifically applies, but is not limited to "Subdivision" and "Large Scale Development". All rules and regulations set forth by the National Electric Code shall be the minimum standard of all construction and development practices to be approved by the Bentonville Electric Utility Department. In such case as the standard specifications herein set forth exceeds the National Electric Code, this document as approved by the City Council of Bentonville, Arkansas shall govern.
- 1.2 These general and detailed specifications shall govern the handling and installation of conduit and appurtenances for the City of Bentonville Electric Utility Department. Specifications stipulate general requirements for the preparation of reports, plans, specifications, methods of construction, inspection, testing, and final approval of any proposed electric distribution that is within the jurisdiction of Bentonville Electric Utility Department. Any requested deviation from the specifications herein set forth, shall be reviewed on a case by case basis by the BEUD and approved or denied by written authorization of the DIRECTOR.
- 1.3 Special conditions may arise on projects that are not covered in these specifications or that may require special handling. In case of such special conditions, complete detail as to materials, method of construction or other procedures shall be submitted to the Bentonville Electric Utility Department for review and approval. Standard construction details are incorporated and made a part of the specifications and shall become a part of the standard requirements for electric distribution. The standard details are included in these appendices at the back of these specifications. Where reference is made to a particular industry specification (ASTM, etc) it is hereby understood that reference is made to the latest specification revision in effect.
- 1.4 These specifications are intended to set forth minimum standards of quality for the construction of electric distribution systems which are to be accepted by the Bentonville Electric Utility Department. These specifications do not replace the ENGINEER'S specifications and contract documents; however, construction of all electric distribution systems must meet these standards of quality as a minimum. The Bentonville Electric Utility Department shall not be responsible nor shall it bear any liability for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, nor shall the Bentonville Electric Utility Department be responsible for any actions resulting from direction of the project by a City of Bentonville ENGINEER/INSPECTOR. The Bentonville Electric Utility Department shall not be responsible for the acts or omissions of the CONTRACTOR, Sub-Contractor, supplier, or of any other person or organization performing or furnishing any of the work. Nothing contained in these



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specifications shall be construed as an endorsement or warranty by the Bentonville Electric Utility Department of any product, material, or workmanship. The Bentonville Electric Utility Department shall not be responsible nor shall it bear any liability for the durability of any material or method of construction. Material used on any project shall be warranted against defects and workmanship by responsible CONTRACTOR for one calendar year from date of acceptance.

SECTION 2 DEFINITIONS AND ABBREVIATIONS

- 2.1 BEUD: Refers to the Bentonville Electric Utility Department, under the jurisdiction of the Bentonville City Council, hereinafter referred to as "BEUD"; having full and complete authority to manage, operate, improve, extend and maintain the City electric distribution system.
- 2.2 CITY ENGINEER: City of Bentonville Engineer.
- 2.3 DIRECTOR: City of Bentonville Engineering Director
- 2.4 DEVELOPER: Industrial partnership, corporation, or other legal entity such as an improvement district, desiring to construct water and/or sanitary sewer facilities for immediate or contemplated future inclusion in the city system.
- 2.5 ENGINEER: Individual registered to practice Engineering in the State of Arkansas who is responsible for the preparation of reports, plans, specifications and inspection of the work herein approved.
- 2.6 CONTRACTOR: The person, firm or corporation with whom the DEVELOPER has entered into an agreement to construct the water and/or sewer improvements.
- 2.7 CITY INSPECTOR: City of Bentonville Engineering Department Inspector responsible for inspection and notification of proposed reconstruction or alterations and inspections involving the City of Bentonville's electric distribution system.
- 2.8 NORMAL WORK SCHEDULE: The City of Bentonville's normal work schedule is Monday through Friday 7:30 AM to 4:00 PM except HOLIDAYS.
- 2.9 HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day.
- 2.10 SECONDARY: Conduit that is placed from transformer to secondary junction box.
- 2.11 SERVICE: Conduit that is place from BEUD's device to a meter panel or service connection point.



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- 2.12 CIC: Cable in conduit - refers to primary cable pre-installed in PVC conduit.
- 2.13 TERMS: "As specified" shall mean as specified by the BEUD in plans, proposals, specifications, and other written instructions.
- 2.13.1 The term "or equal" shall mean that the proposed material or item shall perform adequately the duties imposed by the general design and is of the same or equal design, substance and junction to that specified by using the name of a product, manufacturer, or vendor. Use of the term "equal" shall mean any party proposing to substitute an "equal" shall obtain an approval from the BEUD. The BEUD shall make final approval of such items or materials judged to be "equal".
- 2.13.2 The term "these specifications" shall refer to the "BEUD Construction Specifications", latest revision, written by the BEUD. It is the responsibility of the CONTRACTOR, ENGINEER, DEVELOPER or OWNER, etc. to obtain copies and to comply with the latest revision of these specifications.
- 2.14 Abbreviations used throughout these specifications have meanings as follows:
- ASTM.....American Society for Testing and Materials
ANSI.....American National Standards Institute
OSHAOccupational Safety and Health Administration

SECTION 3 PLANS AND SPECIFICATIONS

- 3.1 This section covers the requirements for submittal of plans and specifications to the BEUD in order to obtain approval for the construction and development of future electric extensions.
- 3.2 The BEUD strongly suggests that the ENGINEER submit proposals to the BEUD prior to formal submittal to the PLANNING DEPARTMENT.
- 3.3 No electric system extensions and/or modifications may be approved for connection to the City of Bentonville's electric distribution prior to approval of construction plans and specifications by the BEUD or which was not constructed in accordance with said approved plans and specifications. Construction plans and specifications shall conform to the requirements herein. The submission of construction plans for approval shall be accompanied by a statement or letter from the ENGINEER stating that materials and workmanship will be in accordance with these specifications and standard details.



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- 3.4 All plans shall be drawn to a scale suitable for adequately showing the facilities proposed, except as stipulated herein. All drawings shall be on **24" X 36" sheets**. All elevations shall be based on mean sea level. An overall project map shall be a minimum 24" X 36" and shall depict the entire project and show all proposed conduit and structures. A vicinity map at a scale of **1" = 2,000'** shall be furnished indicating the location of the project in relation to arterial streets and major highways. Reduced size drawings may be allowed for inspection purposes after all approvals have been obtained.
- 3.5 Along with the plans, an AutoCAD file of the Utility Plan must be submitted to the BEUD. If the development is a "Subdivision", the BEUD will proceed with a design of the required electrical facilities necessary to serve the development. If the development is a "Large Scale Development", the BEUD will require information about the service size amperage and voltage rating in order to complete the design and choose a transformer and meter size. **DS 1401**
- 3.6 Any changes from the approved construction plans and specifications shall only be authorized in writing by the CITY ENGINEER and/or DIRECTOR or authorized representative of the BEUD prior to the start of construction. After a proposal is accepted by the BEUD, any deviations to accepted plans shall cause re-submittal to the BEUD. If construction of the electric distribution system is in progress at the time of plan changes, the BEUD reserves the right to halt construction until approval has been obtained.
- 3.7 Request for deviation or relief from any of the provisions of these specifications shall be submitted in writing to the DIRECTOR. The DIRECTOR may grant a variance if not in conflict with the spirit and intent of the specifications.
- 3.8 If request for deviation has been submitted, the requested party shall not proceed with any construction or installation of assemblies without the written permission of all applicable approving authorities.
- 3.9 As a minimum, design and layout shall meet the scale requirements referred to above in **Section 3.4**. In addition, the following principals shall be adhered to when submitting any utility proposal:
- 3.9.1 All proposed conduit, transformers, junction boxes, street lights and other appurtenances are to be clearly represented on the plans.
- 3.9.2 Designated utility design sheets shall be void of contour lines or symbology that conflicts with plan review by the BEUD.



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3.10 LOCATION OF BEUD FACILITIES

- 3.10.1 If the development is a "Subdivision", all BEUD facilities will be located on the front lot line and will be placed 18' from back of curb unless otherwise specified. All risers, transformers, junction boxes will be located on the lot lines and per the BEUD layout. Street lights will be placed at every intersection and per BEUD layout. All conduit sizes will be per the BEUD layout. **DS 1402**
- 3.10.2 All facilities shall be located within a Utility Easement. The easement shall be a minimum 20' in width. DEVELOPER is responsible for coordinating with the other City of Bentonville departments for location of other city utilities.
- 3.10.3 If the development is a "Large Scale Development", the ENGINEER will coordinate with the BEUD for the conduit size, location of the transformer, and meter requirements/location.
- 3.10.4 Any newly constructed structure shall be located 20' away from the face of BEUD 15KV poles and 50' away from face of 69KV/161KV poles unless BEUD approval has been obtained.

3.11 PLAN APPROVAL

- 3.11.1 Construction plans shall be furnished to the following offices:
- (a) *Bentonville Engineering Department who will distribute to:*
- (1) Bentonville Electric Utility Department
 - (2) Bentonville Water Utilities Department
 - (3) Bentonville Street Department
 - (4) Bentonville Wastewater Department
 - (5) Bentonville Fire Department
- (b) Bentonville Planning Department
- 3.11.2 These proposals shall meet approval by all officials before construction can begin. Prior to construction, the responsible ENGINEER will be required to schedule a pre-construction meeting with the ENGINEERING DEPARTMENT. The CONTRACTOR and/or SUB-CONTRACTORS must attend this meeting. A minimum of **ten (10)** sets of plans will be required for construction approval during the pre-construction meeting. The CITY ENGINEER shall be notified in writing of change in CONTRACTOR, additional pre-con will be required.



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3.12 PREPARATION OF PLANS

- 3.12.1 All plans, specifications and construction procedures shall conform to the standards as established by the BEUD. All plans and specifications shall be prepared under the supervision of a professional ENGINEER registered in the State of Arkansas. The ENGINEER'S seal and signature shall be affixed to the plans before BEUD approval.

SECTION 4 INSPECTION

- 4.1 This section covers the requirements of inspection for the construction of electric distribution facilities for both "Subdivisions" and "Large Scale Developments".
- 4.2 The Responsible ENGINEER who prepared and submitted the construction plans and specifications shall be responsible for construction layout, general direction, resident inspection and final inspection as described in more detail in the following sections. Continuous project responsibility shall be an express condition of plan approval. The ENGINEER'S responsibility shall extend through final inspection approval.
- 4.3 All electric distribution facilities proposed shall be constructed by a licensed utility CONTRACTOR with the correct classification and inspected by the responsible ENGINEER as defined under definitions. Inspection shall consist of, but not be limited to, periodic visits to the construction site to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the approved plans and specifications and with the standards set forth by the BEUD. Any defects, deficiencies or irregularities in the work found by the ENGINEER or by the RESIDENT INSPECTOR shall be reported to the CITY INSPECTOR. Such action, as deemed appropriate, and as approved by the DIRECTOR, shall be taken to correct such deficiencies. All work performed, shall at all times be subject to general inspection by the DIRECTOR or representative. The frequency of visits and the number of hours required for the BEUD personnel shall be governed by the quality of inspection being performed by the ENGINEER and RESIDENT INSPECTOR.
- 4.4 If deemed necessary by the DIRECTOR to insure conformance with the approved plans and specifications, full time resident inspection may be required during all or part of the project and shall be performed by qualified personnel under the direct supervision of the ENGINEER. The name(s) of the RESIDENT INSPECTOR shall be furnished to the BEUD; any changes shall be submitted to the BEUD in writing with all contact information included. It shall be the responsibility of the RESIDENT INSPECTOR to safeguard the BEUD'S interest by checking the construction work for compliance with the approved plans, specifications and other standards. The responsible ENGINEER shall provide an inspector for each location within a project that would use more than one conduit laying crew (e.g. two conduit laying crews on two different sites, two inspectors, one for each site). The CITY INSPECTOR or



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BEUD representative and the RESIDENT INSPECTOR shall witness all test procedures. The RESIDENT INSPECTOR shall provide a documented report of results, conditions, and time of test to the BEUD for its use and approval. If the CONTRACTOR intends to work outside of the normal work schedule or on a holiday, the RESIDENT INSPECTOR shall be required to be on the job site at all times. **See Section 2.**

- 4.5 CONTRACTOR shall call for an inspection of primary and secondary trench to ensure proper depth and bedding is placed. CONTRACTOR shall notify ENGINEERING DEPARTMENT 24 hrs prior to schedule the inspection.
- 4.6 Any defects, deficiencies or irregularities shall be reported to the ENGINEER. A job diary shall be kept, outlining all aspects of the construction project and shall be made available to the BEUD upon request.

SECTION 5 FINAL INSPECTION PROCEDURES

- 5.1 Before acceptance of new construction involving electric distribution systems, a physical sight inspection will be scheduled by the CITY ENGINEER referred to as a "Final Inspection".
- 5.2 If the development is a "Subdivision", all lot corners shall be in place and witnessed by a survey marker. Said marker shall bear the number of the respective lot it represents. If lot lines do not coordinate with newly constructed utilities, it shall be the DEVELOPER'S responsibility to make the appropriate adjustments. If said situation exists at time of final inspection, approval shall be withheld until lot lines and utility locations coordinate.
- 5.3 CONTRACTOR shall notify BEUD a minimum of 30 days before electric facilities are required in order for BEUD to coordinate the work. If sufficient time is not given to BEUD, installation of electric facilities will be delayed.
- 5.4 BEUD will deliver the required number of single phase transformer pads to the job site that the contractor will be responsible for installing. Transformer pads must be level and compacted as to prevent settling of equipment. Conduit shall be stubbed up in the block out in the transformer pad and extend three feet (3') above finished grade and capped per Section 10.2.6 and 10.2.8.
- 5.5 Junction box sleeves and switchgear vaults will be installed by the CONTRACTOR at the location shown on the layout per BEUD.
- 5.6 Street light foundations shall be located per the BEUD layout, level, and the 2" conduit shall be located in the center of the anchor bolt circle. Anchor bolt pattern



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and orientation per BEUD standard detail. DEVELOPER shall pay for their portion of the street lights before final inspection is accepted.

SECTION 6 DELINEATION OF RESPONSIBILITIES

- 6.1 This section covers the delineation of responsibilities between the DEVELOPER and BEUD during the construction process.
- 6.2 CONTRACTOR shall be responsible for area at all times prior to acceptance by City. CONTRACTOR shall take all precautions to prevent damage to the existing electrical distribution system by activities of other trades and utilities.
- 6.3 CONTRACTOR is also responsible for any materials that are delivered to job site by BEUD. Once materials are signed for by the CONTRACTOR, they become the responsibility of the CONTRACTOR. BEUD is not responsible for any theft or vandalism of material once delivered.
- 6.4 If the development is a "Subdivision" the DEVELOPER is responsible for the following:
- Trench, provide, and install all conduit runs (primary, secondary, and streetlight)
 - Prepare dirt pad and install prefabricated concrete pads for single phase transformers (provided by BEUD)
 - Install secondary pedestals (provided by BEUD)
 - Install JB Comcast sleeves for any primary junction boxes (provided by BEUD)
 - Prepare earth pad and pour concrete pad for any three phase transformers
 - Provide and install vault for any switchgear
 - Provide stub outs a minimum of 5' from transformers and secondary pedestals to future lots (marked with t post painted red)
 - Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap.
 - Provide streetlight foundations with anchor bolts, nuts, washers, and any associated streetlight conduit
 - Provide 4-mil polyethylene, 3" wide detectable warning tape, red with black lettering, imprinted with "Caution-Buried Electric Cable Below" above conduits
 - Cost of switchgears and street lights
- 6.5 It is the CONTRACTOR'S responsibility and imperative that all devices be installed at final grade. If device is not installed at final grade, final approval will NOT be given and the CONTRACTOR shall be responsible for correcting all substandard installments.



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6.6 BEUD responsible items for a "Subdivision":

- BEUD will design the layout of the development (conduit location and size, device location, street light location, etc.) during the preliminary plat process
- BEUD will deliver all equipment to the job site that the DEVELOPER is responsible for installing
- Once development has been inspected and accepted by BEUD and approved by CITY COUNCIL, BEUD will install wire and devices and energize equipment.
- BEUD will install street lights once they have been paid for by DEVELOPER (street lights must be paid for before CITY COUNCIL approval)

6.7 DEVELOPER responsible items for a "Large Scale Development":

- All items applicable to "Subdivision", **See section 6.4.**
- Metering installations. Type of meter will be coordinated during the Large Scale Development Submittal Process
- DEVELOPER shall pay for 100% of the required street lights

6.8 BEUD responsible items for a "Large Scale Development":

- All items applicable to "Subdivision", **See section 6.6.**
- Meter installations. Type of meter will be coordinated during Large Scale Development Submittal Process
- BEUD will install street lights once they have been paid for by DEVELOPER (street lights must be paid for before LSD FINAL ACCEPTANCE)

SECTION 7 GENERAL REGULATIONS FOR CONSTRUCTION PURPOSES

7.1 This section outlines minimum construction procedures and standards for the installation of electric distribution systems.

7.2 UNDERGROUND UTILITY NOTIFICATION

7.2.1 It is the CONTRACTORS responsibility to notify "Arkansas One-Call" (811) two days in advance of any excavation. Location of utility requests for surveying purposes will be charged to the requesting party. A notice of at least 2 working days (normal work schedule) should be expected before locates are performed by the BEUD.



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7.3 ELECTRIC OUTAGES

- 7.3.1 In the event that the CONTRACTOR must have the electric out of service, the CONTRACTOR shall notify the BEUD of impending loss of service at least 72 hours in advance. All shutdowns shall be coordinated and scheduled by the BEUD.

7.4 TRENCH DEWATERING

- 7.4.1 The CONTRACTOR shall install dewatering systems as necessary that will be required to construct the proposed utilities in a manner that will prevent groundwater contamination. Must meet current City of Bentonville Storm Water Regulations.

7.5 LOCATION, ALIGNMENT AND GRADE

- 7.5.1 The conduit, junction boxes, switchgears, transformers, street lights and other appurtenances shall be constructed to conform to the location, line size, material, and grades specified or as shown on the Plans.
- 7.5.2 Horizontal and vertical control points will be established along or adjacent to the construction area. It shall be the responsibility of the CONTRACTOR to make necessary measurements from these control points in order to maintain the proper alignment and grade of the structures. The CONTRACTOR shall preserve all stakes and markers established by the ENGINEER.

7.6 PUBLIC TRAVEL

- 7.6.1 The CONTRACTOR shall plan and execute the work to assure minimal interference with normal flow of traffic and pedestrians.
- 7.6.2 The CONTRACTOR shall be responsible for making provisions for the safe and free passage of persons and vehicles over or around the construction site, both during and after working hours. Such provisions shall be satisfactory with the BEUD, State, County or local authority having jurisdiction within the area of work.
- 7.6.3 The CONTRACTOR shall notify applicable State, County or local authority before closing or obstructing any public highway, street or road. When state highways that are within the City of Bentonville are to be blocked or obstructed, the CONTRACTOR shall obtain an approved barricade plan from the authority having jurisdiction so that any traffic can be maintained over any construction work in a public highway, street or road. If traffic cannot be maintained on the alignment of the original roadbed or pavement, the CONTRACTOR shall maintain a detour around the construction area. Such detours shall be satisfactory with the BEUD, State, County or local authority.



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- 7.6.4 The CONTRACTOR shall provide and maintain necessary barricades, signs, lights, personal safety equipment, and markers around the construction area to avoid any property damage or personal injury. The CONTRACTOR shall also provide qualified flagmen to direct traffic while working upon a highway, street or road over which traffic must pass.
- 7.6.5 Excavated areas within the traffic lanes of highways, streets or roads and pedestrian walkways shall be backfilled and compacted with SB2 immediately following conduit installation and the area opened to traffic. Repairs shall be made according to current City of Bentonville street specifications.
- 7.6.6 The CONTRACTOR shall make the same provisions as described in **Section 7.6.2** for the passage of vehicular and pedestrian traffic between private property and public highways, streets and roads or other provisions that are satisfactory to the BEUD and the property owners involved.
- 7.7 **SURFACE & SUBSURFACE STRUCTURES LOCATION AND PROTECTION**
- 7.7.1 The BEUD does not guarantee the accuracy or correctness of locations of subsurface structures. It shall be the responsibility of the CONTRACTOR to satisfy himself as to the actual location and nature of subsurface structures.
- 7.7.2 The CONTRACTOR shall make necessary exploratory excavations to determine the location of underground structures such as pipes, drains, conduits, and other structures. The CONTRACTOR shall be responsible for contacting the respective utility of such structures before excavating in the vicinity of these structures and shall be guided by their instructions.
- 7.7.3 The CONTRACTOR shall provide adequate protection and support for all surface and subsurface structures or other facilities encountered during the progress of the work. Whenever such structures or facilities are in the same location as the proposed conduit or appurtenances thereto, the CONTRACTOR shall relocate or reconstruct or cause to be relocated or reconstructed, the structure or facility to the satisfaction of the BEUD and utility facility owner. Whenever requested by the BEUD or utility owner, the CONTRACTOR shall provide drawings and other plans for supporting or otherwise safeguarding surface and subsurface structures or other facilities which, in the opinion of the BEUD, or utility or facility owner, may be damaged as a result of the CONTRACTOR'S work.
- 7.7.4 The CONTRACTOR shall not stop or impede the flow in any pipe, sewer, surface or subsurface drain without making provisions for diverting the flow to the satisfaction of the BEUD.



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- 7.7.5 If any utility facility or structure is damaged during the progress of the work, the CONTRACTOR shall immediately notify the appropriate owner. Repairs shall not be made by the CONTRACTOR without the prior approval of the utility facility or structure owner. The CONTRACTOR shall pay utility owners for the cost of repairing, relocating or replacing any facilities damaged by the CONTRACTOR. In addition, the CONTRACTOR shall provide all assistance available to the utility involved in making repairs under emergency conditions.
- 7.7.6 The CONTRACTOR shall not open any BEUD device.
- 7.7.7 All existing transformers, junction boxes, services, and appurtenances shall be blocked or tied in such manner so as to prevent displacement before excavating around these appurtenances.
- 7.8 **PROTECTION OF VEGETATION**
- 7.8.1 The CONTRACTOR shall not remove or disturb any vegetation except that required for the execution of the work.
- 7.8.2 Unless otherwise specified in these specifications or in the plans, the CONTRACTOR shall replace all sod, shrubs, bushes, trees, and flowers disturbed or removed, that are located upon improved or landscaped public and private property. The CONTRACTOR shall replant vegetation and re-landscape or cause such to be performed throughout the work area as soon as possible after the water lines and appurtenances have been installed. All vegetation damaged during or after removal shall be replaced with healthy vegetation of the same kind or type. All plants shall be replanted in the original location. The CONTRACTOR shall maintain all such replanted vegetation by the application of water, fertilizers and topsoil. The vegetation shall be cultivated to prohibit the growth of foreign vegetation until a "well developed" root system has been established and transplanted vegetation has overcome the "shock" resulting from transplanting. If any vegetation dies or becomes unhealthy, it shall be replaced by the CONTRACTOR. The contour of the ground shall be left as near the original contour as possible.
- 7.8.3 The CONTRACTOR shall stabilize all areas where ground surface has been disturbed by electric distribution construction activities to as good or better condition. The BEUD shall approve the method of stabilization.
- 7.9 **EXCAVATION AND PREPARATION OF TRENCH**
- 7.9.1 The CITY INSPECTOR and "Arkansas One-Call System" shall be contacted before excavation shall begin.



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- 7.9.2 All trench excavation side walls greater than 5' in depth shall be sloped, shored, sheeted, braced or otherwise supported by means of sufficient strength to protect the workers within them in accordance with the applicable rules and regulations established for construction by OSHA.
- 7.9.3 The trench shall be excavated to the alignment and grade specified and only so far in advance of the conduit placement as the BEUD shall permit. Trenches along public streets or roads shall be limited to 300' or less, or as permitted by the governmental authority having jurisdiction. The BEUD may reduce this limit in congested areas.
- 7.9.4 All trenches shall be backfilled immediately after proper installation of the conduit, warning tape, embedment, and appurtenances.
- 7.9.5 The trench width may vary and depend upon the depth and the nature of the excavated material encountered. The trench shall be of ample width to permit the conduit to be laid and connected properly and the backfill to be placed and compacted properly. The minimum width of non-sheeted trench shall be at least 1' greater than the nominal diameter of the conduit. Boulders, large stones, and other rock formation shall be removed to provide a clearance of at least 6" on each side of conduit.
- 7.9.6 The bottom of the trench shall be prepared so as to provide a uniform and continuous bearing and support for the conduit on solid undisturbed or compacted soil. The trench shall be excavated to at least the depth specified as follows beyond the specified grade when the following described conditions exist:
 - 7.9.6.1 When the bottom of the trench is at sub-grade and is found to be unstable or includes ashes, cinders, refuse, other organic material, or large pieces of inorganic material, that, in the judgment of the BEUD, should be removed, the CONTRACTOR shall remove all such material to the extent required by the BEUD.
 - 7.9.6.2 When the excavation is carried below or beyond that specified or required due to conditions described in **Section 7.9.6.1**, the CONTRACTOR shall backfill the trench to the proper grade with approved backfill material specified by the BEUD, unless permitted by the BEUD to install the lines and appurtenances at the undercut grade. The backfill shall be accomplished in accordance with that specified by the DEPARTMENT or elsewhere herein.
- 7.9.7 The use of trench-digging machinery will be permitted except in places where operations of same will cause damage to trees, buildings, or other existing structures above or below the ground; in which case hand methods shall be employed.
- 7.9.8 Blasting for excavation will be permitted only after the CONTRACTOR secures the approval of the Fire Department and BEUD, and only when proper precautions are taken for the protection of persons and property. The Fire Department will approve the



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hours of blasting. Any damage caused by blasting shall be repaired by the CONTRACTOR at their expense. The method of transporting, handling, and storage of explosives and blasting procedure shall conform to Federal Regulations, local and state laws, municipal ordinances and shall be approved by the Fire Department in advance.

- 7.9.9 The CONTRACTOR shall comply with all federal, state and local laws or ordinances with respect to obtaining permits, the deposit of bonds, and all other provisions of such laws and ordinances.
- 7.9.10 In order to prevent caving when excavating in sand, gravel, sandy soil, or other unstable material the trench shall be adequately sheeted and braced. Where sheeting and bracing is used, the trench width may be increased accordingly. Trench sheeting shall remain in place until the conduit has been laid and jointed. Where slides or cave-ins occur, the CONTRACTOR shall, at his expense, provide proper bedding and support for the conduit to maintain line and grade.
- 7.9.11 All excavated material stored on the job site shall be stockpiled in a manner which will avoid blocking driveways, streets or sidewalks, and will not endanger workers, pedestrians or travelers. Gutters shall be kept clear or other satisfactory provisions shall be made for street drainage. If local conditions permit their re-use, all surface materials suitable for re-use in restoring the surface shall be kept separate from the general excavation material. Excess material and debris shall be removed promptly.
- 7.9.12 The CONTRACTOR shall remove the minimum amount of street, driveway, sidewalk, parking lot, or other pavement required to permit installation of the lines or appurtenances as approved and scheduled with the BEUD. The City of Bentonville Street Department shall require a saw cut for all pavement surfaces in straight lines before removal by the CONTRACTOR.
- 7.9.13 The CONTRACTOR shall maintain all temporary surfaces in good condition until permanent repairs are complete.

7.10 BORING REGULATIONS AND PROCEDURES

- 7.10.1 The CONTRACTOR shall inspect the location where encasement structures are to be installed and become familiarized with the conditions under which the work will be performed and with all necessary details as to the orderly prosecution of the work. The omission of any details in the Plans and Specifications for the satisfactory installation of the work in its entirety, which may not appear herein, shall not relieve the CONTRACTOR of full responsibility.
- 7.10.2 The CONTRACTOR shall satisfy themselves of soil conditions by means they deem necessary; i.e., exploratory boring or exploratory pit excavations at tunnel ends. All



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such exploratory work shall be done in such a manner as to not jeopardize highway or railroad fill, and shall be satisfactorily backfilled and restored.

- 7.10.3 The size structure as shown on the Plans is considered as the "minimum acceptable size". If the CONTRACTOR deems that it would be to his advantage to install a larger structure, he may do so subject to the approval of the BEUD.
- 7.10.4 Encasement structures shall be installed at the grades and alignment shown on the Plans. Deviation shall be permitted only on approval of the BEUD.
- 7.10.5 When indicated by drawings and specifications, all street, road and highway crossings for water or sewer mains installed by the jacking and boring methods shall be in accordance with AHTD standards. Permits for all bores shall be obtained through the Street Department. Refer to permits and licenses **Section 3**.
- 7.10.6 Excavation of approach pits and trenches within right-of-way of street, road or highway shall be of sufficient distance from paving to permit traffic to pass without interference. Tamp backfill for approach pits and trenches within right-of-way in layers not greater than 6" thick for entire length and depth of trench or pit. Compact backfill to 95% of maximum density obtained at optimum moisture as determined by **AASHTO T 180-57, Method A**. Mechanical tampers may be used after cover of 12" to 18" has been obtained over top of conduit.
- 7.10.7 All holes bored shall be bored to proper alignment and grade to within 2" of same diameter as largest outside joint diameter of conduit installed. All conduits shall be installed immediately after a bore has been completed. In no instance shall a bore hole be left open while unattended.
- 7.10.8 In the event subsurface operations or any other construction operation results in failure or damage to pavement or any other City of Bentonville utility appurtenance, the CONTRACTOR shall repair or replace disturbed or broken area or utility appurtenance at no cost to the City of Bentonville.
- 7.10.9 Steel casing welds shall be full penetration single butt-welds in accordance with **AWWA C-205 and AWS D7-0-62**.
- 7.11 **WORK PERFORMED BY BEUD**
- 7.11.1 See **Section 6** for the delineation of work performed by the CONTRACTOR and work performed by BEUD.
- 7.11.2 If damage occurs to the existing electric distribution systems during construction, the BEUD, with its labor forces, will make all repairs to these systems. The



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CONTRACTOR shall be responsible for reimbursing BEUD for the cost of labor, equipment, materials and overhead.

- 7.11.3 If the BEUD assists the CONTRACTOR for any reason, the CONTRACTOR shall pay for the cost of this assistance, based on the cost of labor, equipment, materials and overhead.

7.12 CONFINED SPACES

- 7.12.1 The CONTRACTOR'S attention is called to the requirements for entry into confined spaces as defined by the Current Edition of the **OSHA Standard for Permit Required Confined Spaces, 29 CFR 1910, and Subpart J, which is specifically incorporated herein by reference.**

- 7.12.2 CONTRACTOR'S responsibilities for entry into any Permit Required Confined Space are:

- (a) CONTRACTOR shall obtain from BEUD any available information regarding any hazards of entry operations for a Permit Required Confined Space.
- (b) When both BEUD and CONTRACTOR'S personnel are to work in or near a Permit Required Confined Space, CONTRACTOR shall coordinate such work with BEUD (as required in **29 CFR 1910, Subpart J**).
- (c) CONTRACTOR shall inform BEUD of type of Permit Required Confined Space Program used by his employees.
- (d) CONTRACTOR shall inform BEUD of any hazards confronted or created in a Permit Required Confined Space.
- (e) CONTRACTOR is responsible for having knowledge of and complying with all requirements of **29 CFR 1910, Subpart J**.

7.13 PUBLIC EMPLOYEES RIGHT TO KNOW ACT

- 7.13.1 The CONTRACTOR'S attention is called to the requirements of the **Hazard Communication Standard adopted by OSHA in 29 CFR 1910.1200 and State of Arkansas Act 556 of 1991, Ark. Code Ann. Sec 8-7-1101 et. Seq.: Public Employees Chemical Right to Know Act.**

- 7.13.2 The CONTRACTOR shall provide to the BEUD a list of all hazardous chemicals and a copy of appropriate Material Safety Data Sheet (MSDS) brought onto property. This information shall be supplied to the BEUD prior to any work being started.



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- 7.13.3 The BEUD will provide the CONTRACTOR a list of hazardous chemicals at any City of Bentonville facility where work is being performed. The location and MSDS information prior to work being started will be provided. The CONTRACTOR will be responsible for disseminating the information to its employees.
- 7.13.4 The CONTRACTOR is reminded that other obligations are imposed upon employers by the above Standard and Act.
- 7.14 **CLEAN-UP OF JOB SITES**
- 7.14.1 The CONTRACTOR shall remove all materials, equipment, tools, temporary structures, barricades, trees and other vegetation that have been cut or have died as a result of the work from both public and private property along the job site. There shall be no burning on the job site unless approved, in advance, by the Fire Department.

SECTION 8 GENERAL INSTALLATION INFORMATION AND PROCEDURES

- 8.1 The purpose of this specification is to outline the minimum requirements for the installation electric distribution systems.
- 8.2 **CONDUIT EMBEDMENT**
- 8.2.1 This section covers materials used for embedment of Primary, Secondary and CIC Conduit.
- 8.2.2 Unless otherwise specified herein or shown on the plans, embedment materials shall be restricted to **Class #67** type bedding.
- 8.2.3 For PRIMARY conduit, bedding shall be 4" under and 6" over conduit. For rocky conduits, bedding shall be 6" under and 6" over primary conduit.
- 8.2.4 For SECONDARY and CIC conduit, bedding shall be 6" over conduit. Bedding is not required under Secondary or CIC conduit.
- 8.2.5 CONTRACTOR must provide proof of material to match required specifications.
- 8.3 **COMPACTION**
- 8.3.1 All conduit backfill shall be placed in layers of appropriate thickness and compacted using a mechanical, hydraulically-powered vibratory trench compactor or other equivalent equipment. All trench backfill (except under paved areas) shall be compacted to 95% (minimum) standard proctor density of that of the adjacent undisturbed soil. Trench backfill is subject to density test as deemed necessary. In



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areas where the trench crosses a street, parking lot or driveway, the material shall be compacted as specified in **Section 8.3.2** to a minimum of 95% of that of the adjacent soils.

- 8.3.2 SB-2 crushed stone trench backfill where required shall be compacted to **95% modified proctor density (ASTM D1557-78)**. A minimum of one compaction test per crossing is required.
- 8.3.3 Ditch line compaction shall follow immediately after trench backfill. Topsoil shall be placed and shaped leaving the ditch line slightly rounded above existing grade.

SECTION 9 ELECTRIC DISTRIBUTION SYSTEM GENERAL INFORMATION

- 9.2.1 All trenching shall comply with federal, state, and local regulations.
- 9.2.2 All primary conduit runs shall have a minimum of 48" of cover from the top of conduit to final grade. All secondary and streetlight conduits shall have a minimum of 24" of cover from the top of conduit to final grade. **DS 1403 & 1404**
- 9.2.3 When 48" depth for primary conduit cannot be achieved due to field conditions, red dyed concrete shall be installed around the full length of conduit that cannot achieve proper depth. Refer to 10.11.9 for full specifications regarding red dyed concrete.
- 9.2.4 4-mil polyethylene, 3" wide detectable warning tape, red with black lettering, imprinted with "Caution – Buried Electric Cable Below" shall be placed 18" above primary conduit and 12" above secondary conduit.
- 9.2.5 Trench shall be excavated at the location indicated on BEUD's approved electrical design drawing(s). In certain instances, BEUD may choose to stake the trench location at the site.
- 9.2.6 BEUD will not accept responsibility for any trenching done prior to obtaining BEUD's approved electric design drawing(s) and/or field indication of the trench location.
- 9.2.7 The DEVELOPER must notify BEUD of the schedule for trenching and backfilling to coordinate cable installation by BEUD.
- 9.2.8 Transformers shall be located in accordance with applicable insurance regulations and fire codes. **DS 1410**



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SECTION 10 ELECTRIC DISTRIBUTION MATERIALS

- 10.1 These material specifications are intended to set a standard of quality and design for all materials used in the construction of electric distribution and appurtenances. Materials shall be of types listed in these specifications. Materials not specifically authorized in these specifications are forbidden for use in the system unless prior approval is obtained in writing from the DIRECTOR.

10.2 CONDUIT

- 10.2.1 Developer shall provide and install the conduit in accordance with the layout provided on BEUD's approved electrical layout drawings. Any changes to the layout must be approved by DIRECTOR in writing prior to installation.
- 10.2.2 The size and number of conduits shall be specified on the layout drawings. All conduits shall be furnished and installed by the CONTRACTOR. Additional conduits may be required for the occupancy of the other utilities.
- 10.2.3 All conduit runs shall be schedule 40, electrical grade, rigid PVC, non metallic and of standard trade size (2", 3", 4", 5" or 6").
- 10.2.4 Primary conduit elbows must be long sweep 48" radius sweep minimum for 3" & 4" conduit and a 60" radius sweep for 5" and 6" conduit. All secondary conduit elbows shall be short sweep, 12" sweep minimum.
- 10.2.5 Conduit shall be run in a straight and level path. There shall be no abrupt changes in conduit direction, (elevation or sideways) except for bends at pad mounted equipment and for turning-out service lateral conduits to lots or as required per the electric layout. Spacers shall be used where necessary to maintain direction, plumb or spacing of conduit.
- 10.2.6 All joints are to be cemented and both ends of the run are to be capped (but not glued) with industry approved PVC cap (NO DUCT TAPE) to ensure the conduit remains clean and dry. The ends shall be marked at a point above final grade with a t-post painted red.
- 10.2.7 A 1,250-lb mule tape shall be installed by the CONTRACTOR for BEUD use in the 5" and 6" conduit runs 600 ft and over. Mule tape shall be secured on each end of the run. CONTRACTOR shall correct any failure of the mule tape.
- 10.2.8 When mule tape is provided, approved conduit cap shall be Cantex poly plug with pulling eye (Part #5315258 – 2", 5315260 – 3", 5315262 – 4"). Secure mule tape to pulling eye on conduit cap before placing cap on conduit. For all other conduits, provide conduit caps per 10.2.6



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- 10.2.9 CONTRACTOR shall pull a mandrel through each conduit to check and clear blockage and leave an approved pull rope in each conduit. Mandrel shall be furnished by CONTRACTOR.
- 10.2.10 All primary conduits and stub-ups shall be identified with red spray paint before backfill of ditches and stub-ups shall be 90° to the ground.
- 10.3 SINGLE PHASE TRANSFORMER PADS LESS THAN 100 KVA**
- 10.3.1 BEUD will deliver the required number of single phase transformer pads to the job site to be installed by the CONTRACTOR. Pads will be shipped to one location designated by CONTRACTOR, not each transformer location, and CONTRACTOR shall assist in unloading of the pads. Pads will be delivered within 5 working days from notification to BEUD.
- 10.3.2 Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared.
- 10.3.3 Transformer pad opening shall face house. From the house side, primary conduit shall be stubbed up in the opening on the right hand side and secondary conduit shall be stubbed up in the opening on the left hand side. Conduits shall extend three feet (3') above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only approved conduit caps will be allowed (NO DUCT TAPE).
DS 1405 & 1406
- 10.3.4 CONTRACTOR shall stub out service conduits a minimum of 5' from transformer in the direction of future structure. See detail **DS-1405** for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked below grade with a red t-post. Refer to Sec. 6.4
- 10.3.5 There shall be a 120" x 42" clear work area on the access side of the transformer.
- 10.3.6 BEUD will provide and install transformer and associated wiring / terminations.
- 10.4 SINGLE PHASE TRANSFORMER PADS 100 KVA AND LARGER**
- 10.4.1 BEUD will deliver the required number of single phase transformer pads to the job site to be installed by the CONTRACTOR. Pads will be shipped to one location designated by CONTRACTOR, not each transformer location. Pads will be delivered within 5 working days from notification to BEUD



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- 10.4.2 Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared.
- 10.4.3 Transformer pad opening shall face house. From house side, primary conduit shall be stubbed up in the opening on the right hand side and secondary conduit shall be stubbed up in the opening on the left hand side. Conduits shall extend three feet (3') above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only approved conduit caps will be allowed (NO DUCT TAPE). **DS 1405 & 1407**
- 10.4.4 CONTRACTOR shall stub out service conduits a minimum of 5' from transformer in the direction of future structure. See detail DS-1405 for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked below grade with a red t-post. Refer to Sec. 6.4
- 10.4.5 There shall be a 120" x 48" clear work area on the access side of the transformer.
- 10.4.6 BEUD will provide and install transformer and associated wiring / terminations.

10.5 45-1000 kVA THREE PHASE TRANSFORMER PADS

- 10.5.1 CONTRACTOR shall supply an 84" x 96" x 18" thick reinforced concrete pad with a 54" x 18" opening.
- 10.5.2 Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared.
- 10.5.3 All concrete forms and related conduits must be inspected prior to pouring. CONTRACTOR shall call ENGINEERING DEPARTMENT 24 hours in advance to schedule an inspection.
- 10.5.4 Concrete pad must be a slick finish. A broom finish will not be accepted.
- 10.5.5 Primary conduit shall be stubbed up in the opening on the primary side and secondary conduit shall be stubbed up in the opening on the secondary side (compartments are not equal size). Conduits shall extend three feet (3') above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only industry approved conduit caps will be allowed (NO DUCT TAPE). **DS 1408**



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- 10.5.6 CONTRACTOR shall provide a 12" long #4 rebar stubout in the terminal compartment.
- 10.5.7 All forms or lifting eyes, inside and out, are required to be removed upon completion.
- 10.5.8 Finish grade shall be 3" below the top of the transformer pad and graded away from the pad.
- 10.5.9 There shall be a 120" x 84" clear work area on the access side of the transformer.
- 10.5.10 BEUD will provide and install transformer and associated wiring / terminations. If CT Metered, see Metering Section for delineation of responsibilities.
- 10.6 1500-2500 kVA THREE PHASE TRANSFORMER PADS**
- 10.6.1 CONTRACTOR shall supply an 84" x 96" x 18" thick reinforced concrete pad with a 58" x 18" opening.
- 10.6.2 Soil (or Class 67 bedding) beneath transformer pad shall be properly compacted under to prevent settling of equipment. CONTRACTOR is responsible for ensuring level pads are prepared.
- 10.6.3 All concrete forms and related conduits must be inspected prior to pouring. CONTRACTOR shall call ENGINEERING DEPARTMENT 24 hours in advance to schedule an inspection.
- 10.6.4 Concrete pad must be a slick finish. A broom finish will not be accepted.
- 10.6.5 Primary conduit shall be stubbed up in the opening on the primary side and secondary conduit shall be stubbed up in the opening on the secondary side (compartments are not equal size). Conduits shall extend three feet (3') above finished earth grade and capped (but not glued) off to prevent debris from entering conduit. Only approved conduit caps will be allowed (NO DUCT TAPE). **DS 1409**
- 10.6.6 CONTRACTOR shall provide a 12" long #4 rebar stubout in the terminal compartment.
- 10.6.7 All forms or lifting eyes are required to be removed upon completion.
- 10.6.8 Finish grade shall be 3" below the top of the transformer pad and graded away from the pad.
- 10.6.9 There shall be a 120" x 84" clear work area on the access side of the transformer.



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- 10.6.10 BEUD will provide and install transformer and associated wiring / terminations. If CT Metered, see Metering Section for delineation of responsibilities.

10.7 SWITCHGEAR VAULTS

- 10.7.1 CONTRACTOR shall provide a 116" x 76" x 72" deep reinforced concrete box, with a 126" x 86" x 12" deep (with a 90" x 50" opening centered in the footing) reinforced footing. Footing shall be reinforced with #4 @ 12" each way.
- 10.7.2 Class 67 bedding shall extend from the bottom of vault holes (to support the conduit entering the vault) to 12" below concrete footing.
- 10.7.3 CONTRACTOR shall install sealant between foot and bottom section of vault as well as between top and bottom section of vault to help prevent moisture from entering vault.
- 10.7.4 Finished grade shall be 6" below the top of the vault and the surrounding area must be graded to drain away from the vault.
- 10.7.5 Vault holes shall be 8" diameter and arranged per **DS 1420**. Developer shall individually cover unused conduit holes with wafer board or plywood. No industrial adhesive will be allowed to secure board to vault.

10.8 JUNCTION BOX SLEEVES

- 10.8.1 All primary junction boxes, single phase or three phase, require a Comcast sleeve to be installed under the equipment. **DS 1411 - 1413**
- 10.8.2 BEUD will deliver the required number of junction box sleeves to the job site to be installed by the CONTRACTOR. Sleeves will be delivered within 5 working days from notification to BEUD.
- 10.8.3 Location of the concrete sleeves shall be placed per BEUD's approved electrical layout.
- 10.8.4 Finished grade shall be 3" below the top of the vault and the surrounding area must be graded to drain away from the vault.
- 10.8.5 There shall be a 120" x 78" clear work area on the access side of the junction box.
- 10.8.6 BEUD will provide and install junction boxes and associated wiring / terminations.



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10.9 SECONDARY PEDESTALS

- 10.9.1 BEUD will deliver the required number of secondary pedestals to the job site to be installed by the CONTRACTOR. Pedestals will be delivered within 5 working days from notification to BEUD. **DS 1414**
- 10.9.2 Pedestals shall be buried to a depth of 17" from the base of the pedestal.
- 10.9.3 Conduit shall be cut off 4" above floor grade of secondary pedestal to allow room for training wire to terminal blocks of pedestal.
- 10.9.4 Backfill around secondary pedestal may be native soil, but must not contain any rocks greater than 4" in diameter. Bottom of hole must be filled with 3" of Class 67 stone.
- 10.9.5 CONTRACTOR shall stub out service conduits a minimum of 5' from pedestal in the direction of future structure. See detail **DS-1414** for minimum distance stub out shall be located from property line. Provide mule tape per 20.4.8, 2' longer than stub out, secured to conduit cap. Conduits shall be marked below grade with a red t-post. Refer to Sec. 6.4

10.10 STREET LIGHT FOUNDATIONS

- 10.10.1 CONTRACTOR will install streetlight foundations according to the BEUD's approved electrical design layout.
- 10.10.1 If the development requires "Residential Street Lights", the foundations shall meet the following requirements:
- Streetlights will be placed at most intersections, at mid-block, and where specified by BEUD, not to exceed 400 lf between lights.
 - Street lights will be placed in the center of the 5-foot green space, or 30" behind back of curb on lot line to center of light base.
 - Street light foundation shall be 24" diameter x 30" deep, with the top 2" extending above grade, and reinforced with 6x6x10 wire mesh.
 - Anchor bolts shall be L-type, 24" long by 3/4" diameter and hot-dipped galvanized steel and supplied by CONTRACTOR. Anchor bolts shall have an 11.5" bolt circle and be centered on the foundation.
 - Street light conduit shall be 2" in diameter, centered in the foundation and extend 2" beyond concrete.
- 10.10.2 Per the street light ordinance approved January 13, 2004, DEVELOPER shall select street lights and poles from selection provided by BEUD. Currently there are four luminaires and four pole styles to choose from. All luminaires provided are 100 Watt High Pressure Sodium. Refer to the Residential Street Lighting Program documents



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available on the city's website at
http://www.bentonvillear.com/docs/electric/res_lighting.pdf **DS 1415**

- 10.10.3 If the development requires "Commercial Street Lights", the foundations shall meet the following requirements:
- Street lights will be placed at most intersections, and where specified by BEUD.
 - Street lights will be placed in the center of the 5-foot green space, or 30" behind back of curb on lot line.
 - Street light foundation shall be 30" diameter x 60" deep, with the top 2" extending above grade, and reinforced with (18) #5 longitudinal rebar equally spaced, and #4 rebar ties.
 - Anchor bolts shall be L-type, 24" long by 3/4" diameter and hot-dipped galvanized steel and supplied by CONTRACTOR. Anchor bolts shall have a 17" bolt circle and be centered on the foundation.
 - Street light conduit shall be 2" in diameter, centered in the foundation and extend 2" beyond concrete.
- 10.10.4 Per the street light ordinance approved January 13, 2004, Developer shall select street lights and poles from selection provided by BEUD. Developments **not on state highway frontage** will use a standard commercial luminaire on 22' decorative pole on one side of the road. Developments **on state highway frontage** will use the same standard luminaire and decorative 22' pole, however the spacing will be per BEUD design on **both** sides of street/highway. All commercial luminaires provided are 250 Watt High Pressure Sodium. Refer to the Commercial Street Lighting Program documents available on the city's website at
http://www.bentonvillear.com/docs/electric/com_lighting.pdf **DS 1416**
- 10.10.5 In cases where BEUD deems that it is not possible to install the 22' decorative poles due to clearance issues with existing overhead powerlines, the City will provide a cobra head fixture on a wood pole at no cost to the developer.
- 10.10.6 Any exceptions, alterations or variances to the street light standards and specs must be pre-approved by DIRECTOR.
- 10.11 CONCRETE STANDARDS**
- 10.11.1 All concrete shall be 3,500 psi at 28 days. 1:2:4 mixture with 6 gal. max water content per sack of cement.
- 10.11.2 Portland Cement conforming to **ASTM C150, Type 1**, shall be used unless BEUD approves the use of other types.



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- 10.11.3 Water used shall be clean and free from injurious amounts of oil, acids, alkalis, salt, organic matter, or other deleterious substances.
- 10.11.4 Fine aggregate shall consist of clean, sound, properly graded sand conforming to **ASTM Standard C33 uniformly graded from 100% passing the 3/8" sieve to not more than 8% passing the Number 100 sieve.**
- 10.11.5 Coarse aggregate shall consist of crushed stone, gravel, or other inert material of similar characteristics, having clean, hard, strong, durable, uncoated particles with not more than 5% by weight of soft fragments, 1/4% by weight of clay lumps, and 1% by weight of material removed by decantation, except that when the material removed by decantation consists essentially of crushed dirt the maximum amount permitted may be increased to 1 1/2% by weight. Aggregate shall conform to **ASTM Standard D289.** Coarse aggregate may be either of two sizes, 1 1/2" and smaller or 3/4" and smaller.
- 10.11.6 Reinforcing shall be #4 at 12" each way, with a 12" #4 stubout in the terminal compartment for grounding.
- 10.11.7 Top of foundation to be a minimum 3" above finished grade and troweled to a slick finish. A broom finish will NOT be allowed.
- 10.11.8 All forms shall be removed before electric items are placed.
- 10.11.9 Red colored concrete encasement (when conduit depth for primary cannot be achieved) shall utilize a red pigment integrally mixed into the concrete. Concrete encasement is not required for secondary or service conduit.
 - 10.11.9.1 Dry shake or broadcast coloring agents are not to be used.
 - 10.11.9.2 To achieve a "red" concrete using red dye (iron oxide), a mixture of 100 pounds per 8 cubic yards of concrete is required.
 - 10.11.9.3 Provide 6" of concrete over primary conduit and extend 6" to either side of conduit.

PART II



BEUD SERVICE GUIDELINES

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BEUD SERVICE GUIDELINES

SECTION 20 GENERAL INFORMATION

20.1 GENERAL NOTES

- 20.1.1 Where conflicts exist between this document and other applicable codes, the more stringent document shall apply.
- 20.1.2 Bentonville Electric Utilities Department will be referred to as BEUD throughout the remainder of this document.
- 20.1.3 Bentonville Building Inspections Department will be referred to as BI throughout the remainder of this document.
- 20.1.4 CONTRACTOR and CUSTOMER shall be interpreted as being interchangeable throughout the remainder of this document.
- 20.1.5 Contact Information for relevant departments / individuals:
 - a. BEUD – (479) 271-3135
 - b. BI – (479) 271-3126
 - c. Warehouse – (479) 271-3145
 - d. New Service Coordinator – (479) 271-3139
- 20.1.6 All work to be in accordance with latest version of National Electric Code and all City of Bentonville codes.
- 20.1.7 Before beginning any underground work in the City of Bentonville, contact Arkansas One Call at 811 for locates of existing underground utilities.
- 20.1.8 All work to be inspected and approved by BI (479-271-3126). BEUD will not set a temporary or permanent meter without the proper paper work and green sticker.
- 20.1.9 If service fails inspection, a red sticker will be applied to indicate need for re-inspection.
- 20.1.10 Contact New Service Coordinator at 479-271-3139 to set up an on-site meeting prior to beginning work for any work on a service not located in a residential subdivision. Examples of this scenario would include:
 - a. Where service will be coming from an overhead single phase transformer.
 - b. For any single phase service coming off of a 120/208V 3-phase transformer bank.
 - c. For any multi-unit building that will require more than one meter
- 20.1.11 A licensed electrician shall perform all work.
- 20.1.12 The minimum size meter base allowed by BEUD is 200A (a 100A main breaker in a 200A meter base is acceptable.)



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20.2 GROUNDING

- 20.2.1 All non-current carrying metallic parts to be effectively grounded.
- 20.2.2 CUSTOMER to furnish and install two (2) 5/8" x 8' driven ground rods, copper or copper clad in two (2) locations per NEC 250.53(A)(2). A UFER ground is an acceptable alternative to installing one (1) of the two (2) required ground rods. The UFER connection must be located adjacent to meter/main combo. The exposed UFER conductor is required to be a 5/8" x 8' copper/copper clad ground rod or #4 bare copper conductor. UFER ground must be ground rod or #4 bare copper. Rebar is not acceptable as a UFER grounding conductor.
- 20.2.3 Upper ends of ground rods shall be located below grade, but must be accessible for inspection. Ground rods shall be covered after inspection.
- 20.2.4 Ground rods shall be installed a maximum of 18" away from building veneer.
- 20.2.5 Connections to ground rods shall be made with 5/8" copper ground rod clamps. Clamps must be UL listed for direct burial in earth or concrete.
- 20.2.6 Ground rods to be connected by solid copper wire buried a maximum of 6" above base of footer. For existing structures, top of ground rods are to be driven a minimum of 12" below final grade. Ground rods shall not be covered until after inspection.
- 20.2.7 Grounding conductor must be installed in conduit from meter to ground level.
- 20.2.8 Supply minimum grounding conductors from service to ground rod as follows:
 - a. All temporary services require a #6 solid copper grounding conductor.
 - b. 200A service requires #6 solid copper grounding conductor
 - c. 320-400A service requires #4 solid or stranded copper grounding conductor
 - d. CT Metered service requires #6 solid copper grounding conductor

20.3 TRENCH

- 20.3.1 All primary conduit runs shall have a minimum of 48" of cover from the top of conduit to final grade.
- 20.3.2 All service conduits shall have a minimum of 24" of cover from the top of conduit to final grade.
- 20.3.3 Provide 4-mil polyethylene, 3" wide warning tape, red with black lettering, imprinted with "Caution-Buried Electric Cable Below" placed 18" above primary conduit and 12" above secondary conduit.



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- 20.3.4 BEUD will not accept responsibility for any trenching done prior to obtaining BEUD's approval of the trench location.
- 20.3.5 Minimum width of any trench for primary conduit shall be 12"
- 20.3.6 With BEUD approval, if the terrain is rock, the minimum depth can be reduced to sixteen (16) inches with six (6) inches of concrete cover. Any concrete used as backfill must be dyed red, and trench must be inspected by BI before pouring.

20.4 CONDUIT

- 20.4.1 All conduit installed above grade as part of the service entrance must be schedule 80. All other conduit shall be schedule 40, electrical grade, rigid PVC, and non-metallic.
- 20.4.2 CONTRACTOR to provide and install all conduits from meter base to BEUD source point.
- 20.4.3 CONTRACTOR shall NOT install conduit to a pole until a standoff is installed by BEUD.
- 20.4.4 CONTRACTOR will provide conduit based on the following table:

<u>Service Size</u>	<u>Conduit Size Provided by CONTRACTOR</u>
100A (Irrigation, Sign, CATV, TELCO, BEUD approved use)	2"
200A	3"
200A (more than 3 sweeps)	4"
320A	4"
480 / 600A	(2) 4"
> 600	SIZED BY CONTRACTOR

- 20.4.5 Conduit installations with more than three (3) long sweeping 90 degree elbows in any one service must be approved by BEUD prior to installation.
- 20.4.6 Conduit shall be installed in a straight line from customer's structure to BEUD facilities. There shall be no abrupt changes in conduit routing, with the exception of elbows installed perpendicular to grade at pad-mounted equipment, power pole, or point of service at customer's structure. Coordinate with BEUD for non-standard installation.
- 20.4.7 All conduit joints shall be glued, and exposed end of the run shall be capped (not glued) with industry approved PVC cap to ensure conduit remains clean and dry. No Duct tape will be allowed.



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- 20.4.8 Contractor to provide and install flat, woven, polyester pulling tape with a minimum tensile strength of 400 lb in service conduit for BEUD's use to install conductors. BEUD will coil and leave by meter base when done.
- 20.4.9 Mule tape must be taped to conduit and may not be tied to any existing BEUD facilities.
- 20.4.10 Conduit shall be clear of any internal obstructions. If BEUD is unable to pull service wire due to obstructions, the CONTRACTOR shall be held responsible and charged for loss of time by BEUD personnel.
- 20.4.11 If meter base is level or below ground level of BEUD source point, there shall be three (3) one-quarter inch (1/4") holes drilled in the conduit eighteen (18) inches above ground level at the structure.
- 20.4.12 CONTRACTOR shall stub up conduit into BEUD device:
 - a. For transformer installations, conduit shall be flush with transformer foundation.
 - b. For secondary pedestal installations, conduit shall be 4" above base of secondary pedestal.
- 20.4.13 When conduit must be reduced, one swaged reducer must be used directly below the meter base. Only one reduction in conduit size is allowed. **NO underground swedge allowed.**
- 20.4.14 Service conduit elbows for service conductors must be minimum 12" radius sweeps for 2", 3" or 4" conduit.
- 20.4.15 Primary conduit elbows for primary conductors must be minimum 48" radius sweeps for 3" and 4" and 60" radius sweeps for 5" and 6". For applications that require primary conduit, refer to **DS-1009** for details.
- 20.4.16 All conduits shall be inspected prior to covering.

20.5 BACKFILL

- 20.5.1 For primary conduit, embedment materials shall be restricted to Class #67 type bedding. Installation of bedding shall be 4" under conduit and 6" over conduit
- 20.5.2 If rocky conditions exist, then bedding shall be 6" under and 6" over conduit.
- 20.5.3 CONTRACTOR must provide proof of material to match required specifications to BI.
- 20.5.4 Backfill must be free of large rocks and other material that could damage the conduit. Rocks / stones larger than 2" in diameter shall not be used as backfill above crushed rock.



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- 20.5.5 All trenches must be inspected by BI before backfilling. Any trench that is covered before inspection will be required to be uncovered for inspection.
- 20.5.6 Contractor to provide a minimum of one full working day notice with request for inspection.

20.6 BEUD EQUIPMENT ACCESS / RESEAL CHARGE

- 20.6.1 The electric meter is owned by BEUD and must not be disconnected, removed, or relocated except by authorized BEUD personnel.
- 20.6.2 All meters are sealed by BEUD. Tampering with the meter or with conductors carrying unmetered current and the unauthorized breaking of BEUD's seals is forbidden and will result in a reseal charge of \$75.
- 20.6.3 If CONTRACTOR needs to access equipment that is sealed by BEUD, contact the main office at 479-271-3135 to schedule an appointment to have the equipment opened. Schedule appointment a minimum of 24 hours in advance.

SECTION 21 METERING

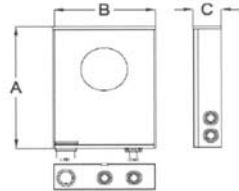
21.1 GENERAL REQUIREMENTS

- 21.1.1 Meter to be on the same side of the building as the source point unless approved by BEUD.
- 21.1.2 Meter shall be no more than 100' away from source point unless approved by BEUD.
- 21.1.3 For all services, BEUD will provide the meter.
- 21.1.4 For buildings that have more than one service located on different sides of the building, or different voltage services serving the same building, label meter locations per NEC.
- 21.1.5 Permanent and temporary meter bases supplied by CONTRACTOR **must be ringless in type. Ringed type meter bases will not be accepted.** BEUD will provide a ringless meter base for any CT metered service.
- 21.1.6 An external shunt trip or disconnect is required on all new meter installations per Ordinance #2009-25 approved by City Council on March 10, 2009. Any service modifications will require that all current specifications and ordinance be applied. A meter/main combo will satisfy this requirement.
- 21.1.7 Single meter bases shall be a minimum of thirteen inches (13") wide and sixteen inches (16") tall and able to accommodate service size conduit.



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21.1.8 CONTRACTOR to provide an approved meter base per the following table:



Notes:

* - OR EQUIVALENT

**ALL 3 PHASE METER BASES
ARE ON/LUG WITH A BYPASS LEVER

MINIMUM ACCEPTED METER CAN DIMENSIONS						
SINGLE PHASE						
SERVICE SIZE	A	B	C	MANUFACTURER*	PART NUMBER*	COMMENTS
100A METER	14"	11"	4.3"	DURHAM	UTRS112CCH	METER SOCKET ONLY
200A METER	17"	13"	4.5"	CUTLER-HAMMER	UTRS233CCH	METER SOCKET ONLY
100/200A COMBO	25"	14"	4.5"	CUTLER-HAMMER	MBT4BP200BTS	HAS SPACE FOR UP TO FOUR ADDITIONAL BREAKERS. 100A OR 200A MAIN BREAKER SOLD SEPARATELY
200A COMBO	25"	14"	5.25"	CUTLER-HAMMER	MBB200BTS	200A MAIN BREAKER INCLUDED
320A COMBO	36.5"	15"	5.5"	CUTLER-HAMMER	UTH43369UCH	320A MAIN BREAKER INCLUDED
THREE PHASE						
SERVICE SIZE	A	B	C	MANUFACTURER*	PART NUMBER*	COMMENTS
200A	19"	13"	4.5"	MILBANK	U7423-RXL	200A METER SOCKET**
320A	34.125"	19"	6.5"	MILBANK	U2594-X	320A METER SOCKET**
200A COMBO	34"	17.375"	5.75"	MILBANK	US750-RXL-200-BL-CECHA	200A MAIN BREAKER INCLUDED

- 21.1.9 The following secondary voltages are generally available to customers in the City of Bentonville city limits, but BEUD should be contacted to verify the availability of all voltages.
- Single-phase, three-wire – 120/240V
 - Single-phase, three-wire – 120/208V (available only where 120/240V is not available. Contact BEUD to discuss prior to permit application)
 - Three-phase, four-wire – 120/208V
 - Three-phase, four-wire – 277/480V
- 21.1.10 For any 120/208V single phase service, a fifth terminal is required in the meter base.
- 21.1.11 It is CONTRACTOR's responsibility to determine availability of specific voltage prior to beginning any work.
- If CONTRACTOR requests three-phase service to a space in a set of suites/units that is currently served with single-phase, CONTRACTOR shall be required to pay for the material and labor cost incurred by BEUD to upgrade the service.
 - If CONTRACTOR requests three-phase service to an existing building that originally had single-phase, but the planned upgrades take into account upgrade of the entire building to three-phase, there is no charge.
 - Contact New Service Coordinator to clarify potential charges for a specific location.
- 21.1.12 All meter bases shall have load-side lugs and shall be capable of accepting up to 350 MCM wire.



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- 21.1.13 For single phase services up to 320A and three-phase services up to 400A, a self-contained meter will be provided by BEUD.
- 21.1.14 Any three phase service 600A and greater shall be CT metered.
- 21.1.15 It is CONTRACTOR's responsibility to account for the appropriate levels of secondary fault current to ensure that protective devices installed will be sized to safely withstand fault levels. Contact BEUD Engineering at 479-271-3135 if there are questions about the available fault current for a specific location.

SECTION 22 NEW SERVICE / UPGRADE PROCESS

22.1 SETTING UP NEW SERVICE

- 22.1.1 Contact BEUD New Service Coordinator at (479) 271-3139 to set up an on-site meeting to discuss the service requirements.
- 22.1.2 After on-site meeting, BEUD will design the necessary facilities and notify the electrician of the requirements to proceed.
- 22.1.3 The CONTRACTOR shall contact BI and complete the electrical permit for work to be performed, i.e. Temporary, Permanent, or Upgrade.
- 22.1.4 Coordinate with BI to schedule inspections at designated intervals of construction completion. Once the electrical work has been completed, the CONTRACTOR shall contact BI to schedule a final inspection. List of required inspection
 - a. Temporary service
 - b. Service trench and conduit placement prior to covering
 - c. Permanent service
- 22.1.5 BI will visit the site to verify the electrical installation complies with all BEUD specifications.
- 22.1.6 BI will place a green sticker on the equipment after verifying electrical construction complies with BEUD specifications. A work order for BEUD to install meter and energize service will be created after BI has processed the approval.
 - a. The approval process can take 1-2 days.
 - b. BEUD will not energize a service or install a meter prior to receiving the work order from BI.
 - c. BEUD's policy is to set meters in order received from BI, weather permitting.
- 22.1.7 BI will place a red sticker in the event that the electrical installation does not comply with BEUD specifications.



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22.1.8 When CONTRACTOR is ready for permanent service, follow steps 4-7 above again.

22.2 SERVICE UPGRADE

22.2.1 Contact BEUD New Service Coordinator at (479) 271-3139 to set up an on-site meeting to discuss the upgrade.

22.2.2 After on-site meeting, BEUD will design the necessary facilities and notify the electrician of the requirements to proceed with the upgrade.

22.2.3 CONTRACTOR to follow steps 3-7 in SETTING UP NEW SERVICE.

SECTION 23 TEMPORARY SERVICES – SINGLE PHASE

23.1 GENERAL – TEMPORARY SERVICES

23.1.1 Contractor shall supply one temporary meter set per address for single family dwellings.

23.1.2 Temporary service must be placed in a manner that does not require it to be relocated prior to installing permanent power. A re-connect fee of \$75 will be billed for instances when temporary services must be relocated.

23.1.3 Temporary service meter base shall not be mounted on, or attached to BEUD power poles.

23.1.4 CONTRACTOR shall call Arkansas One Call (811) for locates prior to installing temporary meter base to avoid hitting BEUD primary conductors with meter base post or ground rods.

23.1.5 CONTRACTOR to provide ditch or flex conduit from temporary meter base location to service point.

23.1.6 Temporary service conductors may not be larger than #2 AWG triplex - no splices allowed.

23.1.7 Ground rods for temporary meters must be removed by CONTRACTOR prior to final inspection.

23.1.8 In an emergency situation, an authorized BEUD representative may grant CONTRACTOR the right to run a temporary service in conduit across the top of the ground in order to re-energize a meter base with secondary power. CONTRACTOR shall make the necessary repairs to the permanent service path within 72 hours of the temporary being granted. If after 72 hours, the permanent repairs have not been made, BEUD will disconnect service until repairs are made. Approval for this scenario must be given by an authorized BEUD representative.



BEUD SERVICE GUIDELINES

23.2 OVERHEAD – TEMPORARY SERVICES

- 23.2.1 If temporary meter base is on a CUSTOMER owned pole, CONTRACTOR must extend weatherhead to within 18" of BEUD termination point.
- 23.2.2 CUSTOMER owned pole shall be located a minimum of 10' and a maximum of 70' away from BEUD pole.
- 23.2.3 Refer to **DS-1001** for detail for a Braced Temporary Pole.

23.3 UNDERGROUND – TEMPORARY SERVICES

- 23.3.1 CONTRACTOR to furnish conductors and flexible conduit along top of ground to BEUD source point.
- 23.3.2 Provide 3' of additional exposed conductors for termination, coiled up by device.
- 23.3.3 BEUD will terminate conductors to source point.
- 23.3.4 Temporary meter base to be located a minimum of 3', a maximum of 6' away from BEUD device and a minimum of 10' away from BEUD pole.
- 23.3.5 Refer to **DS-1002** for underground temporary detail and acceptable locations for temporary and ground rods.

SECTION 24 SELF-CONTAINED SERVICE

24.1 GENERAL – SELF-CONTAINED SERVICE

- 24.1.1 This section applies to the following:
 - a. Single-phase self-contained service, 320A and below
 - b. Three-phase self-contained service, 400A and below
- 24.1.2 For self-contained service, BEUD to supply service wire, connectors and meter. All other materials to be supplied and installed by CONTRACTOR.
- 24.1.3 For all new 200-320A residential services, a meter / main combo pack is required.
- 24.1.4 CONTRACTOR shall be responsible for making final connections from meter base (load side) to service main (line side). BEUD will provide and terminate secondary conductors from BEUD service point to meter base (line side).



BEUD SERVICE GUIDELINES

- 24.1.5 For 480V self-contained services, BEUD requires a separate meter disconnect to be located between the meter and BEUD's equipment. Refer to **DS-1012**
- a. BEUD will provide this meter disconnect to CONTRACTOR to install.
 - b. CONTRACTOR to schedule pickup at Electric Construction office. Contact New Service Coordinator to schedule pick up of equipment.
 - c. Device will provide no overcurrent protection.
 - d. Enclosure shall be lockable and sealed under the exclusive control of BEUD.

24.2 OVERHEAD – SELF-CONTAINED SERVICE

- 24.2.1 For overhead self-contained service, BEUD to supply service wire dead-end clamp.
- 24.2.2 CONTRACTOR shall provide eye bolt or mast clamp.
- 24.2.3 Services attached to a building must be structurally connected to the building using a minimum 3/8" eye bolt with 2 1/4" square washer, and service entrance must be minimum rigid electrical conduit.
- 24.2.4 Service shall not be connected to meter riser unless mast is routed through the roof.
- 24.2.5 For services mounted on the side of the house, weatherhead must be installed a minimum of 3' and a maximum of 15' from the front corner of the house nearest BEUD service point.
- 24.2.6 Service entrance on a mast through the roof must be minimum 2" galvanized rigid electrical conduit.
- a. No couplings above the roof line.
 - b. BEUD reserves the right to require CONTRACTOR to upsize service mast conduit size based on secondary conductor tensions.
- 24.2.7 Contact BEUD for bracing/guying requirements for any mast that extends more than 3' above the roof.
- 24.2.8 For Residential applications, CONTRACTOR to provide service conductors with sufficient length to extend a minimum of 36" from the weatherhead.
- 24.2.9 For Commercial applications, CONTRACTOR to provide service conductors with sufficient length to extend a minimum of 48" from the weatherhead.
- 24.2.10 Neutral conductor must be insulated and identified in weatherhead. Un-insulated neutral conductors are not allowed.
- 24.2.11 **Screw in "house knob" style connections are not allowed.**
- 24.2.12 Refer to **DS-1005** for overhead applications with service attached to house.



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- 24.2.13 Extend service mast through the roof for an overhead service when two feet (2') of clearance between service conductor and building cannot be maintained. Refer to **DS-1006**.
- 24.2.14 Refer to **DS-1008** for commercial overhead service

24.3 UNDERGROUND – SELF-CONTAINED SERVICE

- 24.3.1 Refer to SECTION 1 for trench/conduit and backfill requirements.
- 24.3.2 For 100A service (Irrigation / Sign, etc), meter base shall be located a minimum of 3' and a maximum of 25' away from BEUD device. Refer to **DS-1003**
- 24.3.3 For CATV and TELCO applications that require a 100A meter pedestal, Refer to **DS-1004**.
- 24.3.4 The bottom-left side of underground meter bases is reserved for BEUD use only. The CONTRACTOR's service must exit the meter base out the bottom-right, side, or back for underground meter bases. The CONTRACTOR's service conductor cannot exit the left side area of an underground meter base and shall not obstruct BEUD's bottom-left entry area into the base.
- 24.3.5 BEUD shall provide and install underground service wire for all self-contained meters.
- 24.3.6 CONTRACTOR to contact BEUD 24 hours in advance to schedule opening of devices to install service conduit. Access to BEUD devices without BEUD personnel present is strictly prohibited and will result in reseal charge per section 1.F.2.
- 24.3.7 Refer to **DS-1007** for 200A residential underground service detail.
- 24.3.8 Refer to **DS-1010** and **DS-1011** for details for typical commercial applications.

24.4 MULTIPLE METER LOCATIONS – SELF-CONTAINED SERVICE

- 24.4.1 All locations that utilize grouped meters in a meter pack arrangement shall be approved by BEUD prior to installation.
- 24.4.2 A meter pack is required on all multi-residential dwellings of four (4) units or less.
- 24.4.3 The CONTRACTOR shall submit a drawing of the proposed meter arrangement of apartment complex, duplex, or office suite showing addresses per the City of Bentonville Mapping Department with dimensions of meter pack arrangement.
- 24.4.4 BEUD will provide a single service conduit from BEUD's device to the meter pack sized adequately to carry the buildings load.



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- 24.4.5 CONTRACTOR shall label each meter with specific address information.
- 24.4.6 CONTRACTOR shall verify before meter installation that suite numbers/addresses correspond to the correct meter can. If not, meters will not be installed.

SECTION 25 CURRENT TRANSFORMER (CT) METERED SERVICE

25.1 GENERAL – CT SERVICE

- 25.1.1 Current transformer (CT) metering shall be required for the following scenarios:
- Single phase service greater than 320A
 - Three phase service 600A and greater
- 25.1.2 BEUD shall provide meter base, meter pedestal, meter, and associated CT and potential wiring.
- 25.1.3 For single phase transformers, CTs will cover 2 of the usable holes, leaving 4 positions for customer connections.
- 25.1.4 For three phase transformers, usable positions are available as follows:
- 45KVA - 6 positions
 - 75KVA – 8 positions
 - 150-1000 KVA– 12 positions
 - 1500-2500 KVA– 14 positions

25.2 OVERHEAD – CT SERVICE

- 25.2.1 Refer to section 24.2 for applicable overhead requirements.
- 25.2.2 Maximum overhead service allowed is 800A.
- 25.2.3 CT Cabinet required for any overhead CT service. Provide per the following table:

Overhead Wall Mounted (208V or 480V)				
Amperage	Manf	Part Number	H x W x D	DS #
600	AMP	BEDCT6-4L-PGRY	48"x36"x15"	DS-1020
800	AMP	BEDCT8-4L-PGRY	48"x36"x15"	DS-1020

- 25.2.4 BEUD will supply conductor to weatherhead.
- 25.2.5 CONTRACTOR shall provide all load conductors from weather head to CUSTOMER service equipment.



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- 25.2.6 BEUD will terminate service at transformer, connection at weatherhead and source side of conductor in CT Cabinet.
- 25.2.7 CONTRACTOR shall terminate all load side conductors in CT cabinet and provide all conductors from CT cabinet to service equipment
- 25.2.8 Point of attachment for service shall be located a minimum of 18" and a maximum of 36" from weatherhead.
- 25.2.9 CONTRACTOR responsible for terminating conductors at CUSTOMER service equipment.
- 25.2.10 Refer to **DS-1013** for overhead commercial service details.
- 25.2.11 Line conductors shall enter on top left of CT cabinet.
- 25.2.12 Load conductors shall exit on bottom right or side of CT cabinet.

25.3 UNDERGROUND – CT SERVICE

- 25.3.1 CONTRACTOR shall supply all secondary runs from BEUD transformer to meter location when CTs are installed in the transformer.
- 25.3.2 CONTRACTOR to provide 1 1/4" PVC schedule 80 conduit, 24" deep conduit from transformer pad to meter pedestal location. Meter pedestal must be 12" from edge of transformer pad and 48" from face of transformer pad. Refer to **DS-1417**
- 25.3.3 CONTRACTOR to provide bare #6 copper wire buried in same trench beside 1 1/4" conduit with six feet (6') of length coiled at each end. Refer to **DS-1417**
- 25.3.4 For all underground three phase CT metered services, CONTRACTOR is responsible for providing and terminating the 2-hole compression lugs.
- 25.3.5 Refer to **DS-1014** for overall CT service details.

25.4 UNDERGROUND – CT SERVICE WITH AUXILIARY ENCLOSURE

- 25.4.1 A CONTRACTOR supplied CT cabinet shall be required for an underground service when the development is served from a transformer that has multiple accounts and there is not enough physical room to place CTs on the existing transformer spades.
- 25.4.2 CT cabinets up to 1600A shall be wall mounted or mounted on a free standing rack.



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- 25.4.3 CT cabinets 2000A and greater shall be pad mounted. Refer to **DS-1015** for foundation details.
- 25.4.4 BEUD shall provide meter base, CTs, and associated CT and potential wiring.
- 25.4.5 CONTRACTOR shall provide and install CT cabinet, main disconnect, mounting frame, and ground rod.
- 25.4.6 CONTRACTOR shall also install meter base that is provided by BEUD.
- 25.4.7 CONTRACTOR shall supply load conductors.
- 25.4.8 BEUD will supply and terminate line conductors on the transformer side and the line side of the CT cabinet.
- 25.4.9 CONTRACTOR will terminate load side of CTs and conductor at CUSTOMER service equipment.
- 25.4.10 CONTRACTOR shall provide CT cabinet per the following table:

Underground Wall Mounted (208V or 480V)				
Amperage	Manf	Part Number	H x W x D	DS #
600	AMP	BEDSB6-4-A-CT-PGRY	48"x33"x12"	DS-1021
800	AMP	BEDSB8-4-A-CT-PGRY	48"x33"x12"	DS-1021
1200	AMP	BEDSB12-4-A-CT-PGRY	48"x33"x12"	DS-1021
Underground Pad Mounted (480V)				
1600	AMP	BEDSCC16-4A-CT	60"x39"x24"	DS-1022
2000	AMP	BEDSCC20-4A-CT	60"x51"x24"	DS-1023
2500	AMP	BEDSCC25-4A-CT	60"x51"x24"	DS-1023
3000	AMP	BEDSCC30-4A-CT	60"x51"x24"	DS-1023
4000	AMP	BEDSCC40-4A-CT	60"x51"x24"	DS-1023

PGRY suffix specifies powder coat painted grey
All SCC cabinets are powder coat painted green

- 25.4.11 Refer to **DS-1015** for installation details about auxiliary cabinet.



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SECTION 26 STANDBY GENERATOR

26.1 GENERAL

- 26.1.1 BEUD must be notified of plans to install standby generating equipment for emergency use.
- 26.1.2 Contact New Service Coordinator at 479-271-3139 to schedule a meeting to discuss any generator connections and provide approval of the method of connection.
- 26.1.3 Wiring of generator must be installed so that no connection can occur between BEUD's service and the CONTRACTOR's generator. CONTRACTOR must install an automatic transfer switch to isolate the generator feed from the utility feed.
- 26.1.4 All work associated with generator installations must be performed by a licensed electrician and in accordance with the NEC.
- 26.1.5 CONTRACTOR must acquire a permit and have a documented inspection.
- 26.1.6 Any installations that are found to be installed without proper authorization will be subject to a \$200 fine.

SECTION 27 CLEARANCES

27.1 GENERAL

- 27.1.1 Refer to **DS-1410** for pad mount transformer clearance requirements
- 27.1.2 Refer to **DS-1016** for detail of secondary conductor clearances
- 27.1.3 Refer to **DS-1017** for meter location clearance requirements.
- 27.1.4 Refer to **DS-1018** for multiple meter height requirements.

27.2 VERTICAL SECONDARY CLEARANCES

- 27.2.1 Over state highway – 18'.
- 27.2.2 Over city street / alley / driveway – 16'
- 27.2.3 Over spaces subject to pedestrian or restricted traffic only – 12'
- 27.2.4 Over balconies / porches / decks – 11'



BEUD SERVICE GUIDELINES

27.2.5 Over roof accessible to pedestrians – 11'

27.2.6 Over roof not accessible to pedestrians – 3.5'

27.3 HORIZONTAL SECONDARY CLEARANCES

27.3.1 From Building – 5', no wind, 3.5' when displaced by wind.

27.4 VERTICAL SEPERATION BETWEEN ELECTRIC & OTHER UTILITIES WHEN CROSSING

27.4.1 Primary conduit from water/sewer – 18"

27.4.2 Secondary conduit from water/sewer – 12"

27.4.3 Any electrical conduit from gas – contact Source Gas

PART III



BEUD DETAILS

<u>DRAWING</u>	<u>REVISIONS</u>	<u>PAGE</u>
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Subdivision Utility Placement Specifications		DS-1402
Trench Detail in Green Space.....	(REV 3 – 2/23/16).....	DS-1403
Trench Detail in Asphalt.....		DS-1404
Single Phase Transformer Site Requirements	(REV 3 – 2/23/16).....	DS-1405
Single Phase Transformer Pad – Smaller than 100 kVa.....		DS-1406
Single Phase Transformer Pad – 100 kVa and larger		DS-1407
Three Phase Transformer Pad – 45-1000 kVa.....		DS-1408
Three Phase Transformer Pad – 1500-2500 kVa.....		DS-1409
Clearance Specifications for Pad Mounted Equipment		DS-1410
Single Phase Junction Box Foundation		DS-1411
Three Phase 200 A Primary Junction Box Sleeve		DS-1412
Three Phase 600 A Primary Junction Box Sleeve		DS-1413
Secondary Junction Box		DS-1414
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Street Light Foundation for 22' Commercial Lights		DS-1416
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Padmount Switchgear Vault Assembly		DS-1420
Padmount Switchgear Vault – Footer.....		DS-1420A
Padmount Switchgear Vault – Bottom Sleeve.....		DS-1420B
Padmount Switchgear Vault – Top Sleeve		DS-1420C
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Temporary Underground Service		DS-1002
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100A Meter Pedestal (CATV & TELCO only).....		DS-1004
100A/200A Residential Overhead Service.....		DS-1005
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Underground Service for Self-Contained Metering		DS-1010
Underground Service for Self-Contained, Freestanding Metering.....		DS-1011
Commercial Service 480V Disconnect Self-Contained Metering		DS-1012
Commercial Overhead Service for CT Metering.....		DS-1013
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Auxiliary CT Enclosure.....		DS-1015
Secondary Conductor Clearance Requirements		DS-1016
Meter Clearance Requirements.....		DS-1017
Multiple Meter Installation Requirements.....		DS-1018
Landscaping Requirements.....		DS-1019
CT Metering Cabinets.....	(REV 3 – 2/23/16).....	DS-1020 - DS-1023



Electric Service Information

Preliminary Plat/Large Scale Development

Name of Development:

Service Size and Demand: (Required)

Preliminary Plat:

Number of lots:

Number of phases:

Number of lots per phase:

Approximate House SF:

Will the development be all electric?

☐ Yes ☐ No

Will a lift station be installed with this development?

☐ Yes ☐ No

Will single or three-phase power be required for a park, sign, or pool complex? If so, please indicate on drawing.

☐ Yes ☐ No

Large Scale Development:

Will the development be all electric?

☐ Yes ☐ No

Will the development have multiple meters?

☐ Yes ☐ No

Will the development have a fire pump?

☐ Yes ☐ No

Single Meter:

Service Voltage:	Volts	Phase	Total Service Size	Amps
------------------	-------	-------	--------------------	------

Multiple Meters: (if multiple meters, must submit catalog sheets for meter pack/taoboxes with drawings)

Number of electric meters:

Number of meter packs:

Service Voltage:	Volts	Phase	Total Service Size	Amps
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Service Voltage:	Volts	Phase	Total Service Size	Amps
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Service Voltage:	Volts	Phase	Total Service Size	Amps
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Standard Electric Requirements

1. All developments shall meet the BEUD Electric Specifications. A copy may be obtained from the City web site (www.bentonvillear.com) under the Electric Department Page.
2. Meter location shall be shown on utility plan.
3. Conduit placement and streetlight foundations locations shall be installed per BEUD's electrical design layout.
4. Any landscaping must maintain proper distances away from buried power lines, electrical devices, or overhead power lines.
5. For any primary power that crosses the property to serve a pad mounted transformer, a minimum 15' wide public utility easement must be granted for our wire.
6. For Preliminary Plats, show phase lines.
7. Provide BEUD with current billing address.

1/27/15

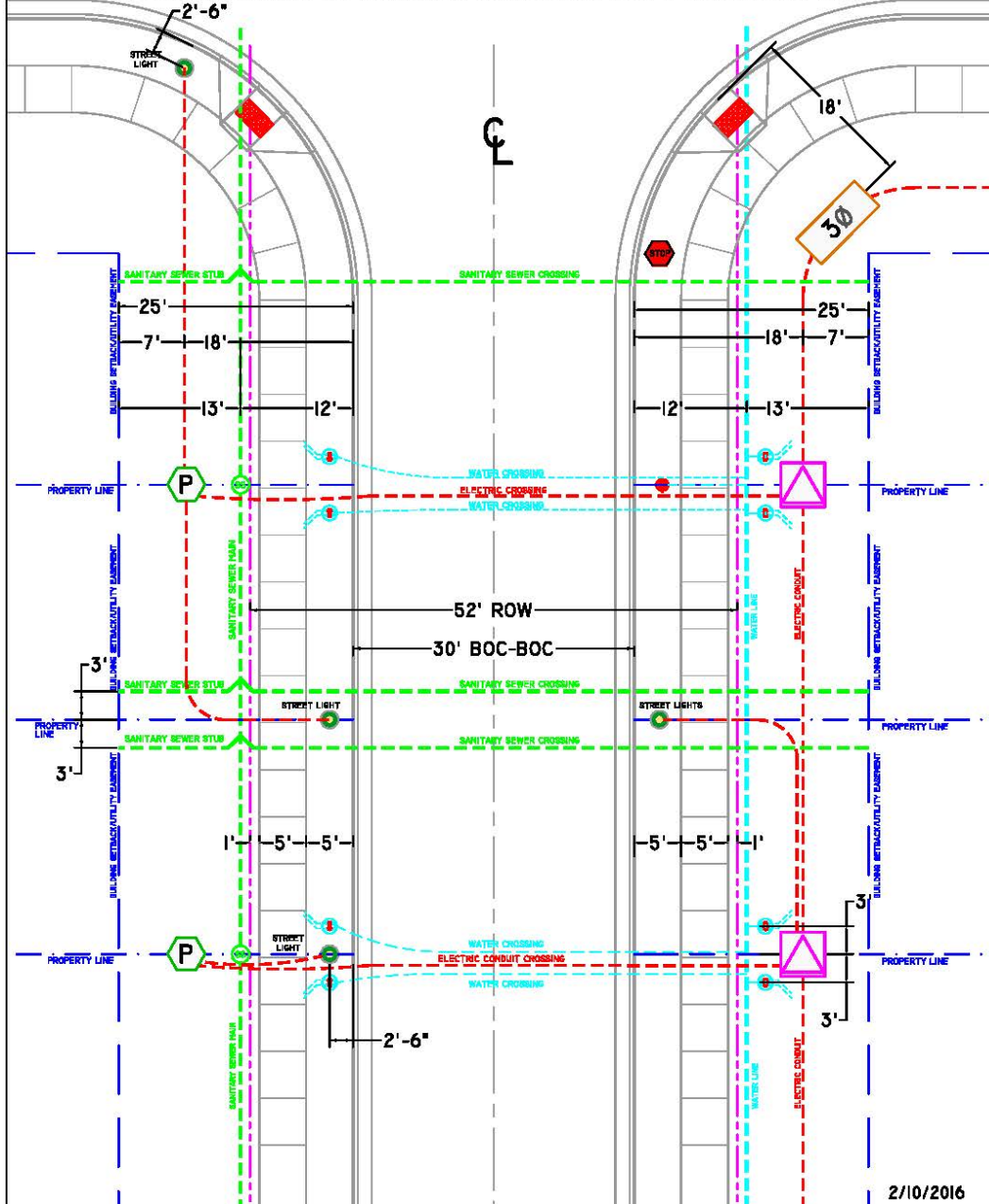


ELECTRIC SERVICE
INFORMATION SHEET

DS-1401

UTILITY SEPARATIONS:

- 10' HORZ. BETWEEN WATER & SANITARY SEWER
- 18" VERT. BETWEEN WATER & SANITARY SEWER
- 5' HORZ. BETWEEN ELECTRIC & WATER OR SANITARY SEWER (MAIN LINES, NOT SERVICES)
- 6" MIN VERT. BETWEEN ELECTRIC & WATER OR SANITARY SEWER
- 12" MIN. HORZ. BETWEEN ELECTRIC AND FRANCHISE UTILITIES
- 12" MIN. VERT. BETWEEN SECONDARY CONDUIT AND WATER OR SANITARY SEWER



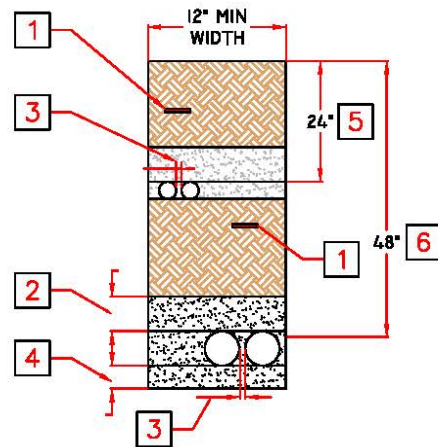
**SUBDIVISION UTILITY
PLACEMENT SPECIFICATIONS**

DS-1402

NOTES:

1. CAUTION RIBBON 12" ABOVE SECONDARY AND 18" ABOVE PRIMARY.
2. 6" OF CLASS 67 GRAVEL OVER PRIMARY AND SECONDARY AND STREET LIGHT CONDUITS.*
3. MINIMUM OF 12" SEPARATION BETWEEN CONDUITS. (NOT REQUIRED FOR CT SERVICES).
4. 4" OF CLASS 67 GRAVEL UNDER PRIMARY CONDUIT(S).
5. 24" MINIMUM COVER FROM TOP OF SECONDARY CONDUIT TO FINAL GRADE.
6. 48" MINIMUM COVER FROM TOP OF PRIMARY CONDUIT TO FINAL GRADE.
7. CLASS 67 GRAVEL IS NOT REQUIRED FOR A SERVICE LINE (DEVICE TO A METER).

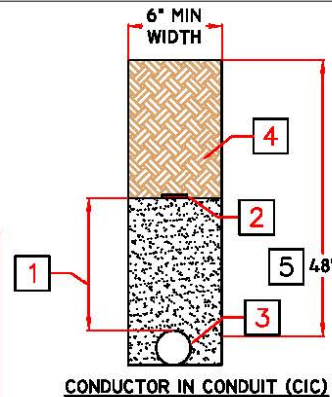
CONTRACTOR NOTE:
CONDUIT SHALL NOT BE STACKED.
PRIMARY AND SECONDARY CONDUIT
MUST HAVE HORIZONTAL SEPARATION.
(NOT REQUIRED FOR CT SERVICES)



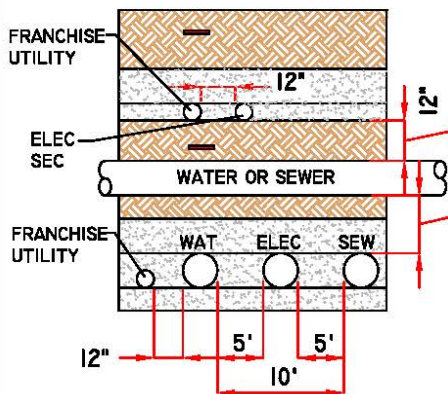
*12" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

CIC NOTES:

1. 18" OF CLASS 67 GRAVEL OVER PRIMARY CONDUIT.
2. CAUTION RIBBON 18" ABOVE PRIMARY
3. PRIMARY CONDUIT
4. NATIVE SOIL - NO ROCKS LARGER THAN 4"
5. 48" MINIMUM COVER FROM TOP OF PRIMARY CONDUIT TO FINAL GRADE.



CONDUCTOR IN CONDUIT (CIC)



18" BETWEEN WAT & SEW
6" BETWEEN ELEC. & W/S

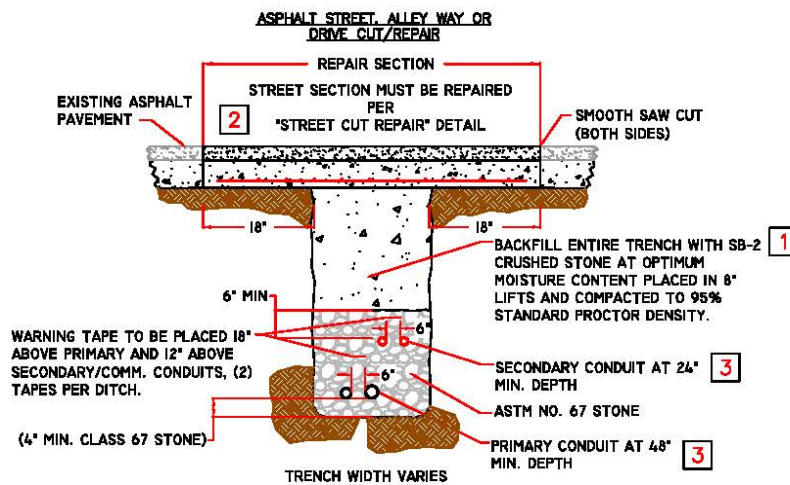
UTILITY SEPARATIONS:

- 10' HORZ. BETWEEN WATER & SANITARY SEWER
- 18" VERT. BETWEEN WATER & SANITARY SEWER
- 5' HORZ. BETWEEN ELECTRIC & WATER OR SANITARY SEWER (MAIN LINES, NOT SERVICES)
- 6" MIN VERT. BETWEEN ELECTRIC & WATER OR SANITARY SEWER
- 12" MIN. HORZ. BETWEEN ELECTRIC AND FRANCHISE UTILITIES
- 12" MIN. VERT. BETWEEN SECONDARY CONDUIT AND WATER OR SANITARY SEWER



TRENCH DETAIL IN
GREEN SPACE*

DS-1403*
REV 3 - 2/23/16



NOTES: #

1. FLOWABLE FILL MAY BE USED IN LIEU OF SB-2 CRUSHED STONE
IF APPROVED BY CITY ENGINEER
2. IF A FINAL REPAIR CANNOT BE STARTED WITHIN 24 HOURS OF AN OPEN CUT, THEN THE TRENCH SHALL BE BACKFILLED PER DETAIL WITH IN A 1" MIN OF EXISTING SURFACE, THEN APPLY TEMPORARY COMPACTED COLD ASPHALT PATCH AND MAINTAIN UNTIL THE PERMANENT REPAIR IS MADE.
3. CONDUIT SHALL NOT BE STACKED. PRIMARY AND SECONDARY CONDUIT MUST HAVE HORIZONTAL SEPARATION.

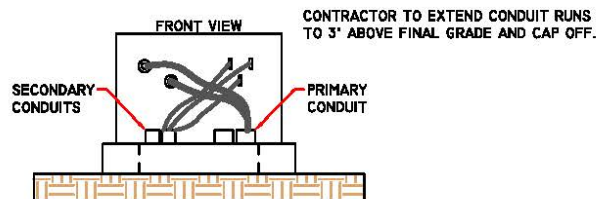
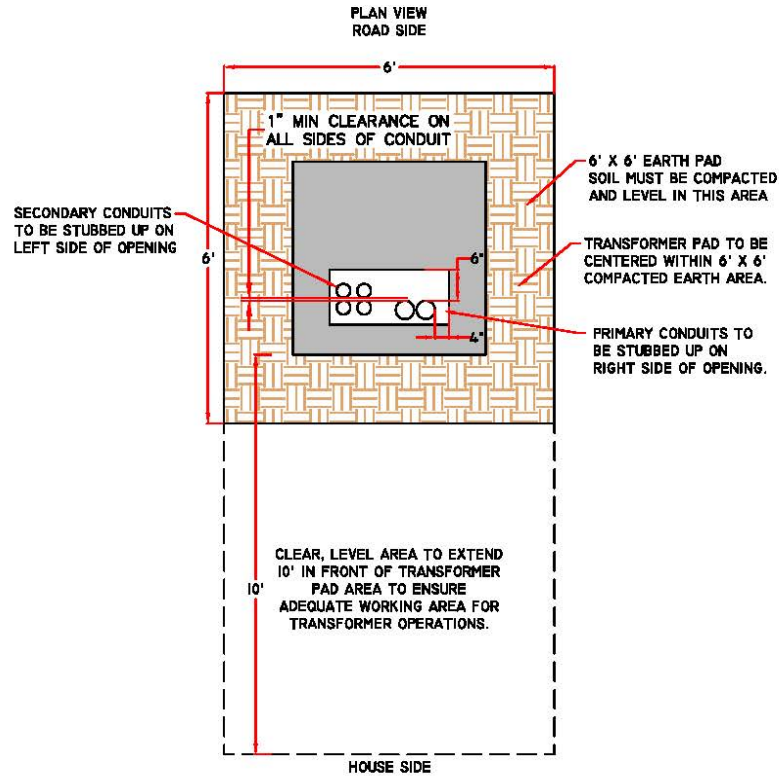
12/10/2014



TRENCH DETAIL IN ASPHALT

DS-1404

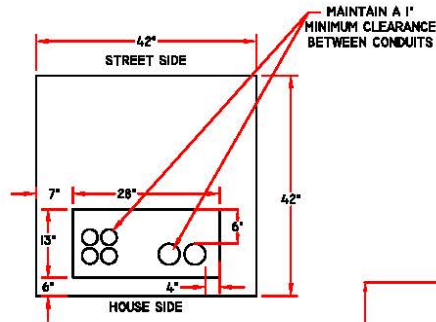
***CONDUIT PLACEMENT MUST MATCH
TEMPLATE AVAILABLE AT BEUD.**



**SINGLE PHASE TRANSFORMER
SITE REQUIREMENTS**

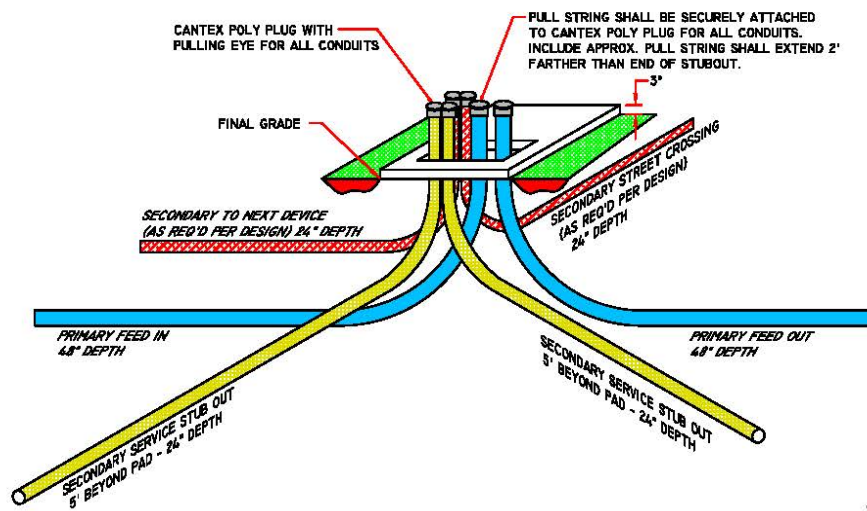
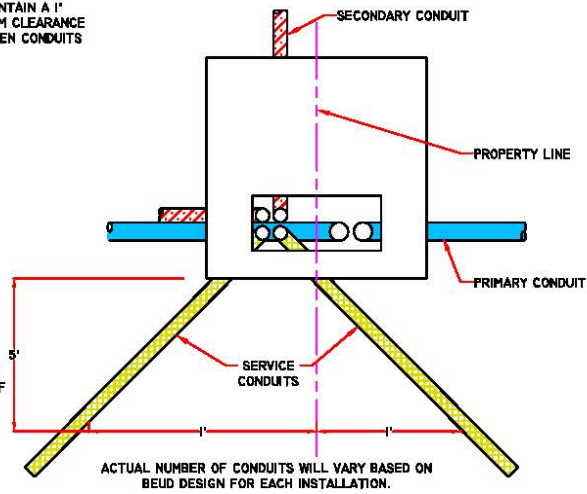
DS-1405*
REV 3 - 2/23/16

PLAN VIEW - PAD DIMENSIONS



AT 5' OFF THE TRANSFORMER PAD, CONDUITS SHALL BE 1' OFF PROPERTY LINE

PLAN VIEW - CONDUIT LAYOUT



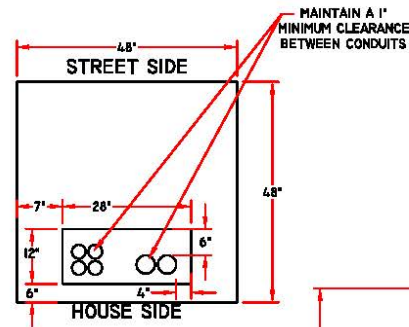
2/10/2016



**SINGLE PHASE TRANSFORMER PAD
SMALLER THAN 100 KVA**

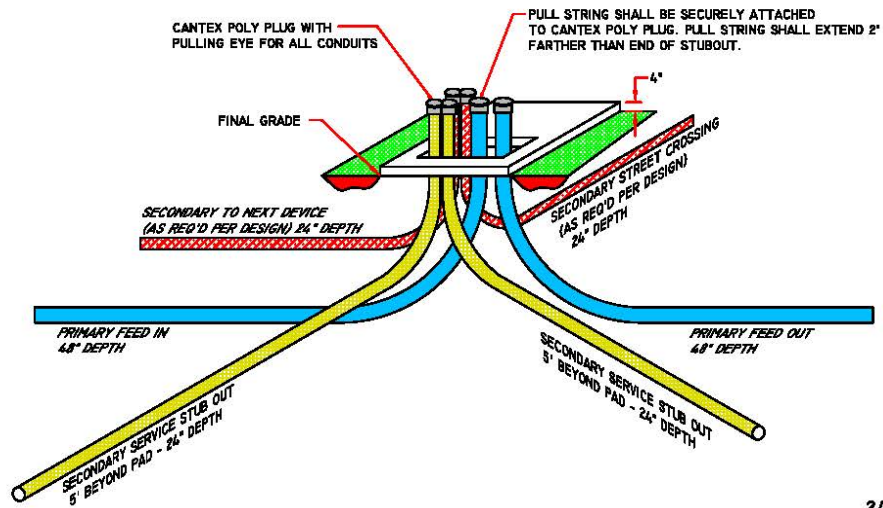
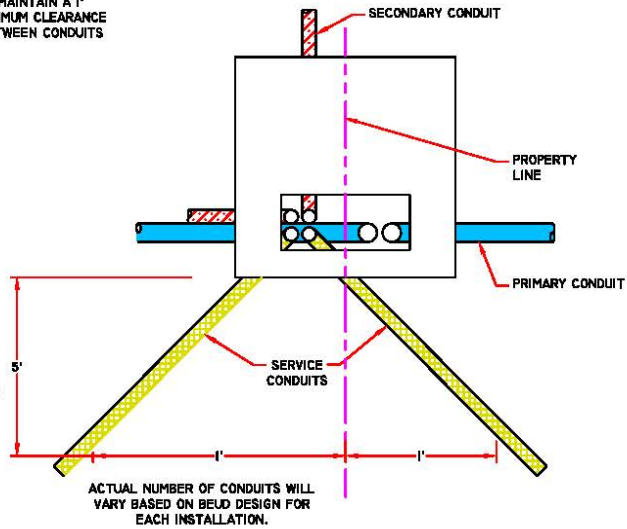
DS-1406

PLAN VIEW - PAD DIMENSIONS



AT 5' OFF TRANSFORMER PAD,
CONDUITS SHALL BE 1' PROPERTY LINE

PLAN VIEW - CONDUIT LAYOUT



2/10/2016



**SINGLE PHASE TRANSFORMER PAD
100 kVA AND LARGER**

DS-1407

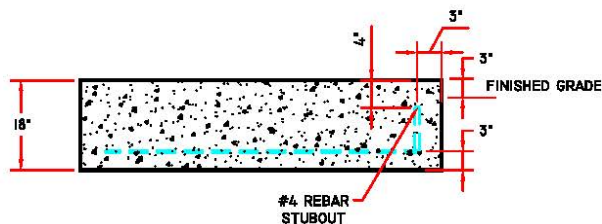
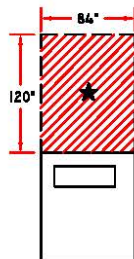
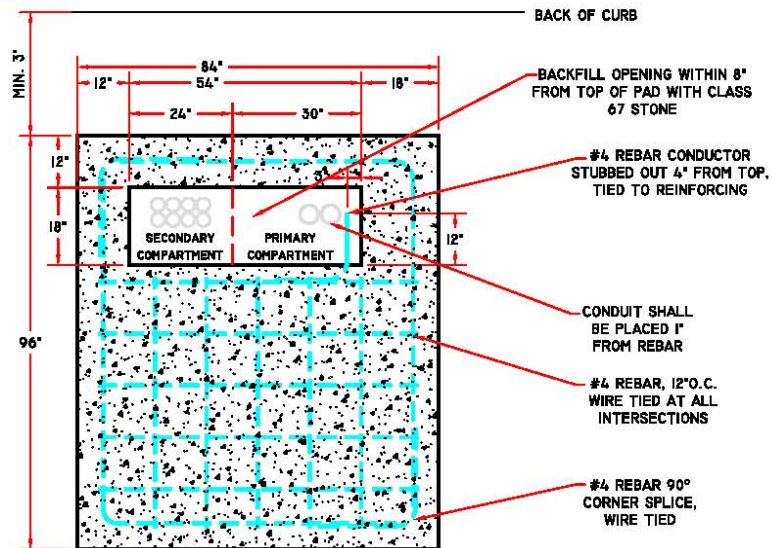
TRANSFORMER PAD SHALL BE 18" THICK TO MEET NESC 94.B.6. NO GROUND RING IS REQUIRED IF THE CONCRETE DEPTH BELOW GRADE IS MINIMUM 1'.

MAP SYMBOL



NOTE: IF EQUIPMENT IS 3' OR LESS FROM BACK OF CURB, BOLLARDS ARE REQUIRED (SEE PLANS FOR LOCATIONS)

CONTRACTOR NOTE:
TRANSFORMER COMPARTMENTS ARE NOT EQUAL SIZE. KEEP CONDUITS ON CORRECT SIDE OF OPENING.



★ 84" X 120" CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET, NO OBSTRUCTIONS.

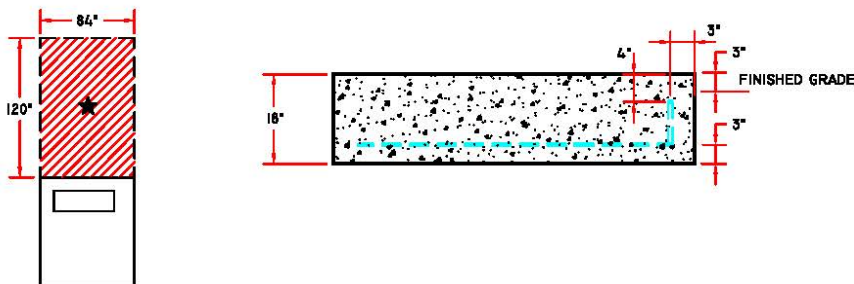


THREE PHASE TRANSFORMER PAD
45-1000 kVA

DS-1408



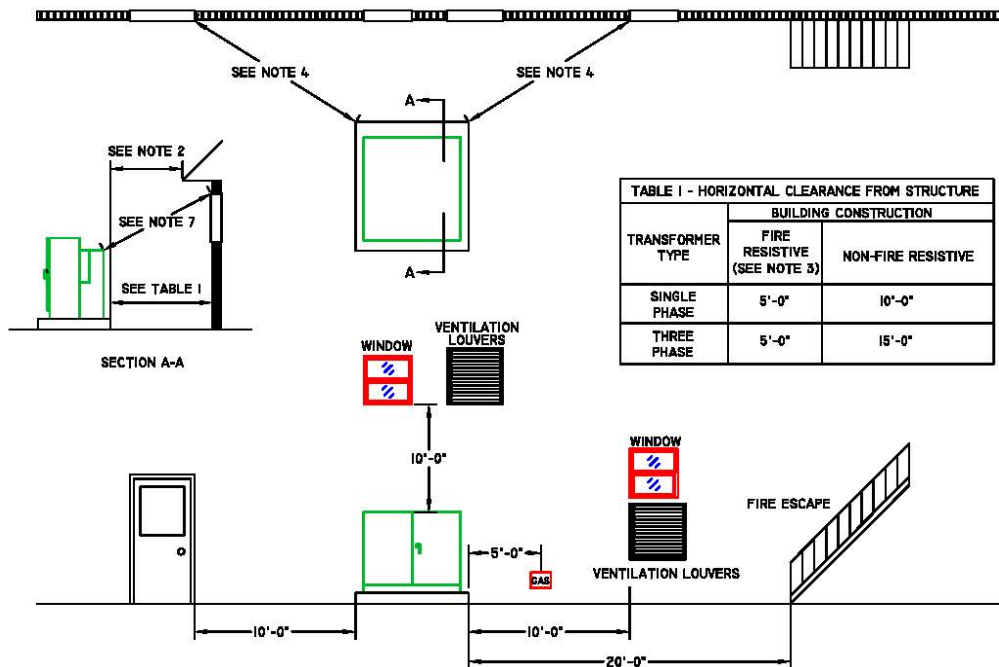
**NOTE: IF EQUIPMENT IS 3' OR LESS FROM
BACK OF CURB, BOLLARDS ARE REQUIRED
(SEE PLANS FOR LOCATIONS)**



★ 84" X 120" CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET, NO OBSTRUCTIONS.



DS-1409



NOTES:

1. CLEARANCE FROM BUILDING WALLS SHALL COMPLY WITH TABLE I. ALL DIMENSIONS SHOWN ARE MINIMUM DIMENSIONS.
2. WHERE THERE ARE BUILDING EAVES OR OVERHANGS WITHIN 25'-0" ABOVE GROUND, CLEARANCES SHALL BE MEASURED HORIZONTALLY BEGINNING FROM THE EDGE OF THE EAVE OR OVERHANG.
3. FIRE RESISTIVE BUILDING WALLS INCLUDE BRICK AND MASONRY STRUCTURES THAT HAVE A 2 HOUR FIRE RATING.
4. CLEARANCE TO BUILDING DOORS, WINDOWS, VENTS AND FIRE ESCAPES TO BE MEASURED RADIALLY.
5. LIQUID FLOW OF AREA SURROUNDING TRANSFORMER SHOULD BE AWAY FROM BUILDING.
6. CLEARANCES ARE MEASURED FROM PAD EDGE TO BUILDING WALL, OPENING, OVERHANG, OR FIRE ESCAPE.
7. CLEARANCES FOR WINDOWS AND VENTS ABOVE TRANSFORMER ARE MEASURED RADIALLY FROM CLOSEST POINT ON TRANSFORMER.
8. PADMOUNT TRANSFORMERS SHOULD BE POSITIONED WITH THE DOORS FACING AWAY FROM THE BUILDING TO ALLOW SUFFICIENT ROOM FOR HOTSTICK USE.
9. THERE SHOULD NOT BE ANY ABOVE GROUND STRUCTURES SUCH AS COOLING TOWERS, GAS METERS, FENCING, ETC WITHIN 5'-0" OF PAD.
10. THERE SHOULD NOT BE ANY PIPING OR CONDUIT UNDER THE PAD OTHER THAN THOSE ENTERING THE TRANSFORMER.
11. TRANSFORMERS SHALL NOT OBSTRUCT THE FIRE LANE.
12. IT IS THE OWNER'S RESPONSIBILITY TO COMPLY WITH ANY INSURANCE REGULATIONS AFFECTING THE PREMISES.
13. SEE DS-1019 FOR LANDSCAPE SEPARATION REQUIREMENTS.

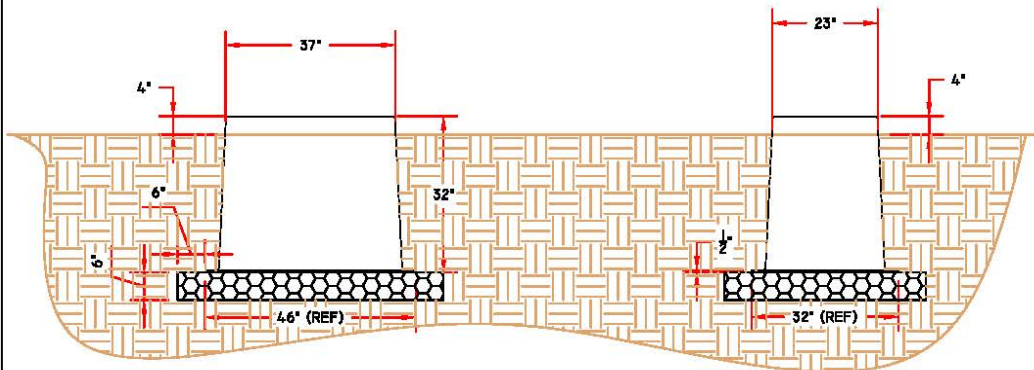
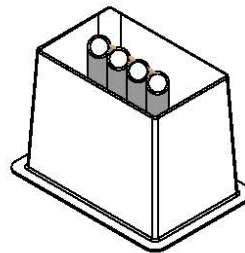
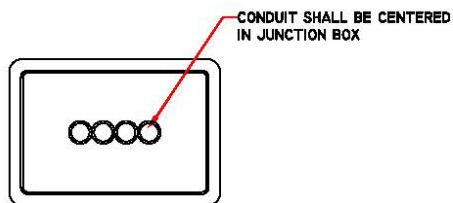
1/18/2016



**CLEARANCE SPECIFICATIONS
FOR PADMOUNTED EQUIPMENT**

DS-1410

MAP SYMBOL 



NOTES:

1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE FINAL GRADE.
2. SOIL BELOW 6" OF GRAVEL SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 120" X 37" CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. **NO OBSTRUCTIONS.**

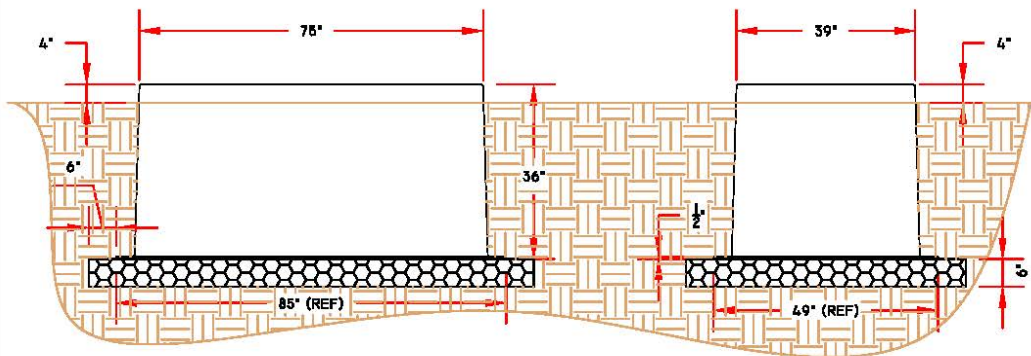
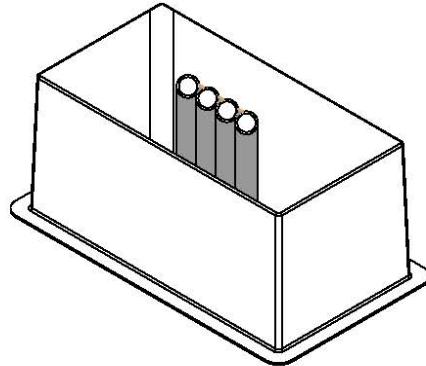
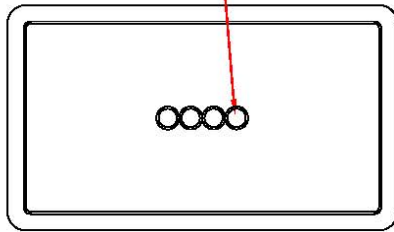


**SINGLE PHASE PRIMARY
JUNCTION BOX FOUNDATION**

DS-1411

MAP SYMBOL **30**

CONDUIT SHALL BE CENTERED
IN JUNCTION BOX



NOTES:

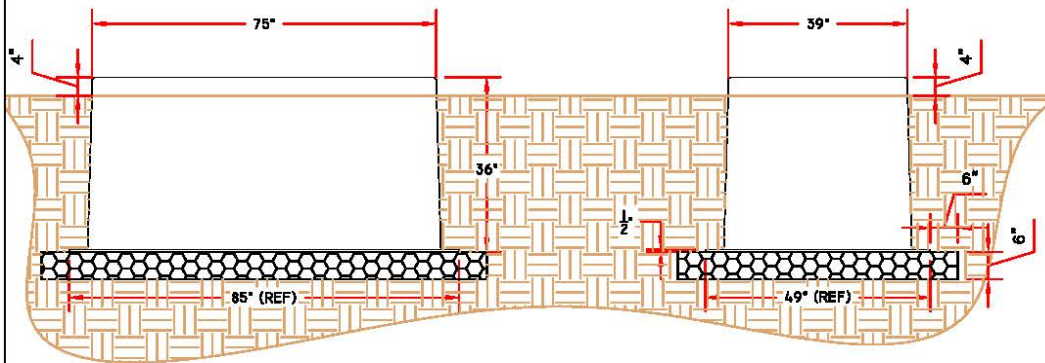
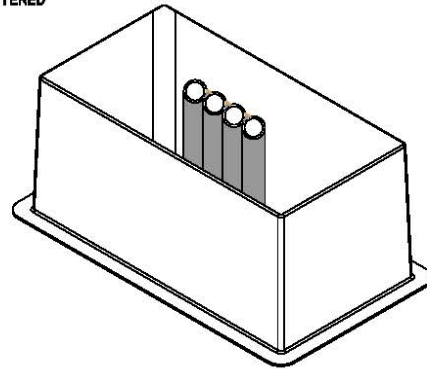
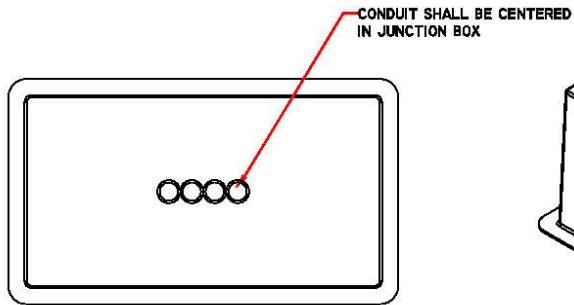
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE FINAL GRADE.
2. SOIL BELOW 6" OF GRAVEL SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 120" X 75" CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.



THREE PHASE 200A PRIMARY
JUNCTION BOX SLEEVE

DS-1412

MAP SYMBOL 30



NOTES:

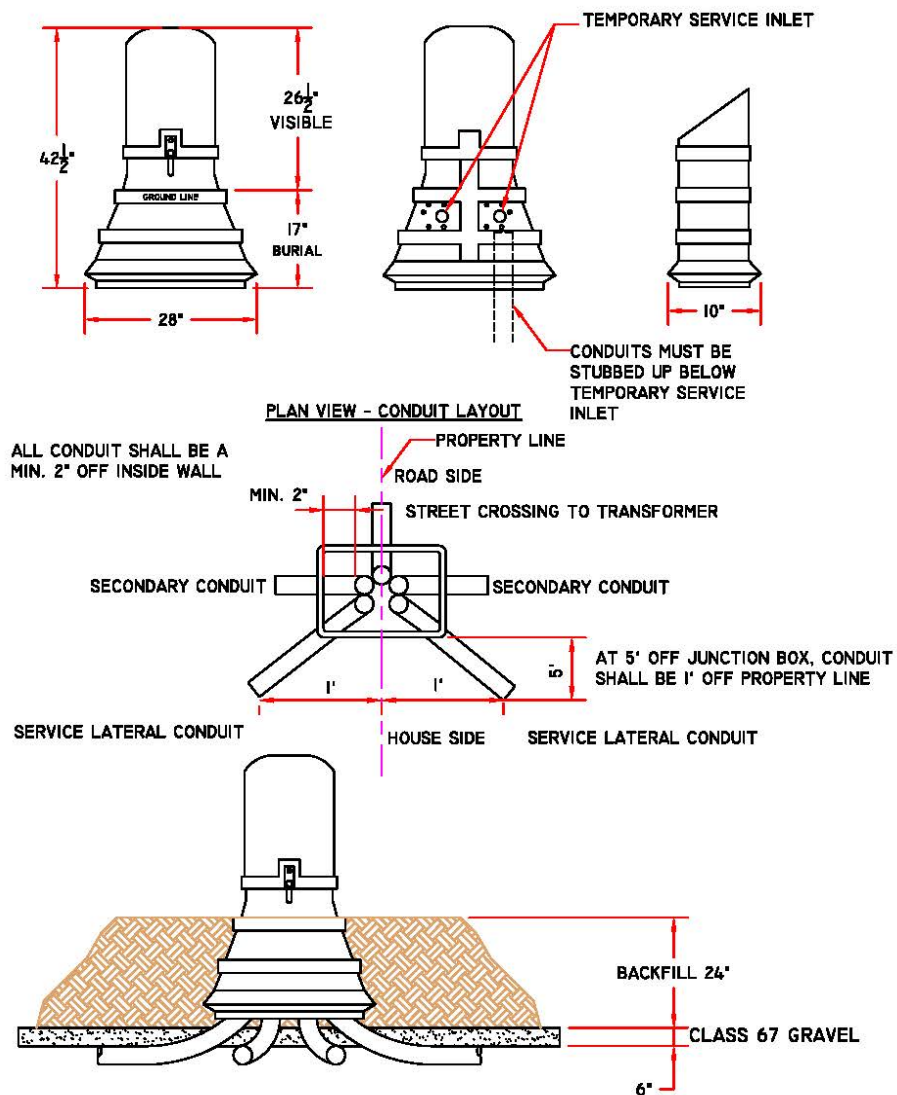
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE FINAL GRADE.
2. SOIL BELOW 6" OF GRAVEL SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 120" X 75" CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.



**THREE PHASE 600A PRIMARY
JUNCTION BOX SLEEVE**

DS-1413

MAP SYMBOL 



NOTES:

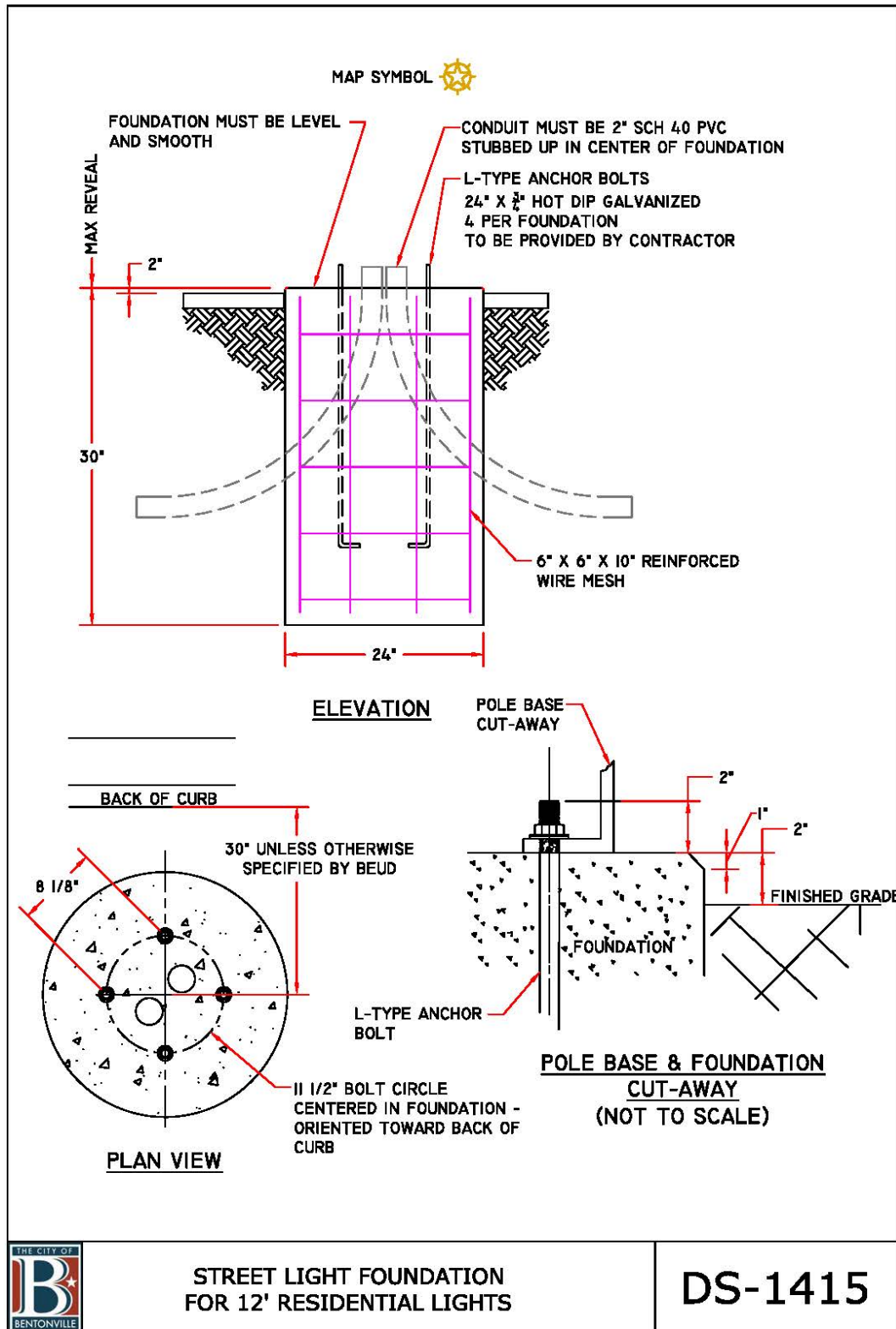
1. EXCAVATE A 30" W X 24" H X 17" D PIT CENTERED IN A 5' X 5' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.

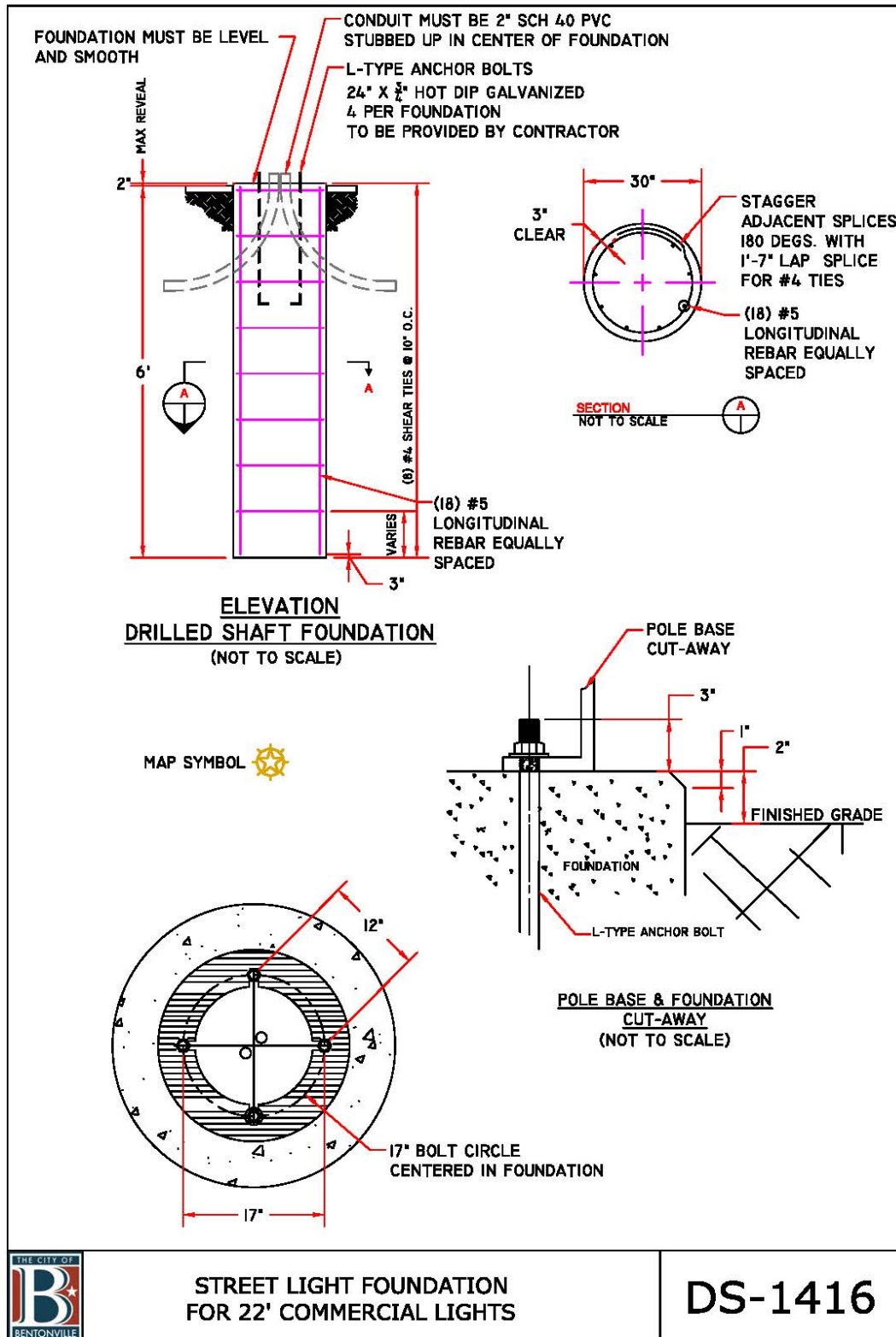
2/11/2016

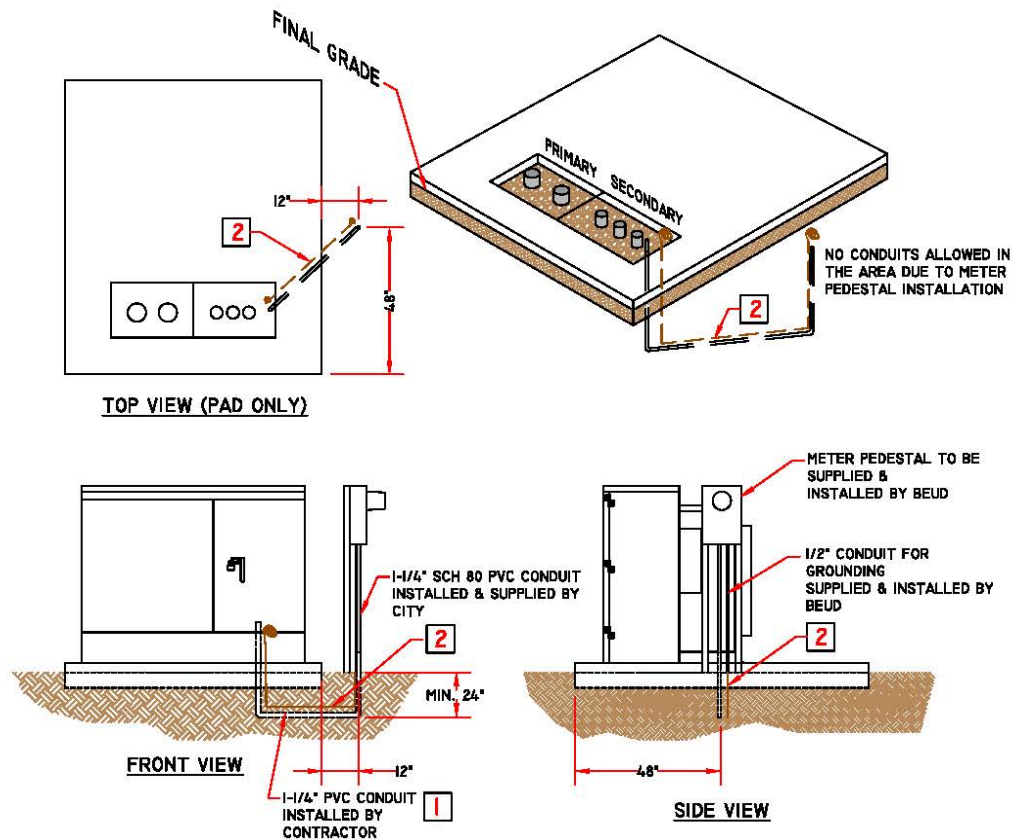


SECONDARY JUNCTION BOX

DS-1414







NOTES:

1. 1-1/4" SCHEDULE 80 PVC CONDUIT FOR METERING TO BE INSTALLED BY CONTRACTOR. MUST BE STUBBED UP 12" FROM SIDE OF CONCRETE PAD AND 48" FROM FRONT EDGE OF CONCRETE PAD.
2. #6 BARE SOLID COPPER FOR GROUNDING TO BE INSTALLED BY CONTRACTOR. MUST BE DIRECT BURIED OUTSIDE 1-1/4" SCH 80 PVC CONDUIT IN THE SAME DITCH WITH MIN. 6 FT LENGTH COILED AT EACH END.
3. ELECTRICAL CONTRACTOR REQUIRED TO LAND SECONDARY CONDUCTORS IN TRANSFORMER WITH TWO HOLE TERMINAL LUGS USING (2) 1/2" SILICON BRONZE HEX BOLTS, (4) SILICON BRONZE FLAT WASHERS, (2) SILICON BRONZE LOCK WASHERS PER LUG. (BOLT LENGTH AS REQUIRED)
4. CONTRACTOR TO OBTAIN CORRECT MEASUREMENTS FOR CONCRETE PAD FROM CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT.

2/10/2016



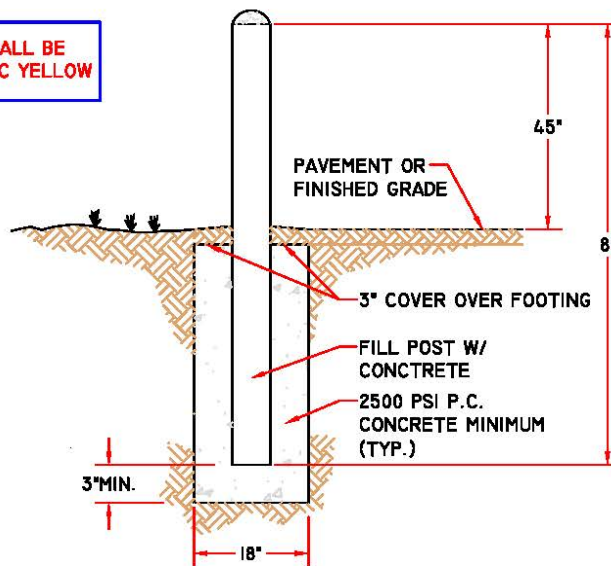
**TRANSFORMER PAD AND
METER CONFIGURATION FOR
CT'S ON SPADES**

DS-1417

NOTE: IF EQUIPMENT IS
3' OR LESS FROM BACK
OF CURB, BOLLARDS ARE
REQUIRED. (SEE PLANS
FOR LOCATIONS)

6" SCH. 40 STEEL PIPE
FILLED W/ CONC. WITH
TOP ROUNDED.

ALL PIPES SHALL BE
PAINTED TRAFFIC YELLOW



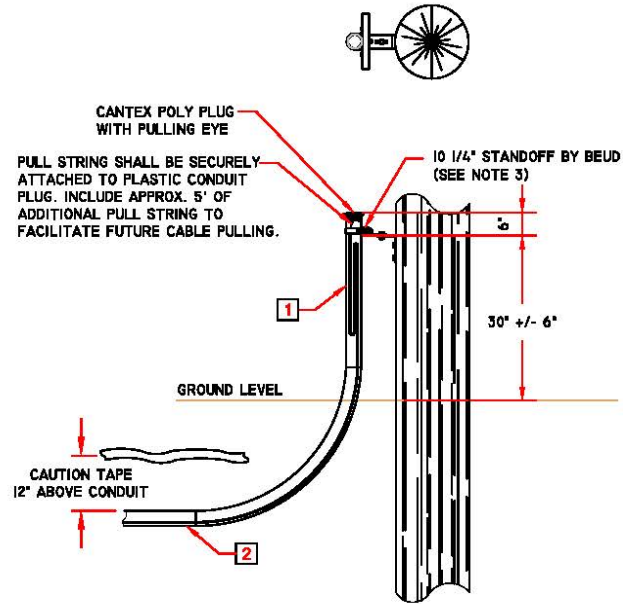
PIPE BOLLARD
N.T.S.

2/10/2016



PIPE BOLLARD DETAIL

DS-1418



ELBOW SIZE

CONDUIT SIZE	PRIMARY	SECONDARY	SERVICE
2"	N/A	12"	12"
3"	48"	12"	12"
4"	48"	12"	12"
5"	60"	N/A	N/A
6"	60"	N/A	N/A

NOTES: 1

1. FOR 200 A SERVICE, MIN. 3" CONDUIT REQUIRED. FOR 400 A SERVICE MIN. 4" CONDUIT REQUIRED.

2. SEE TABLE FOR ELBOW SIZE.

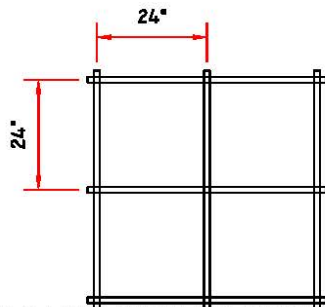
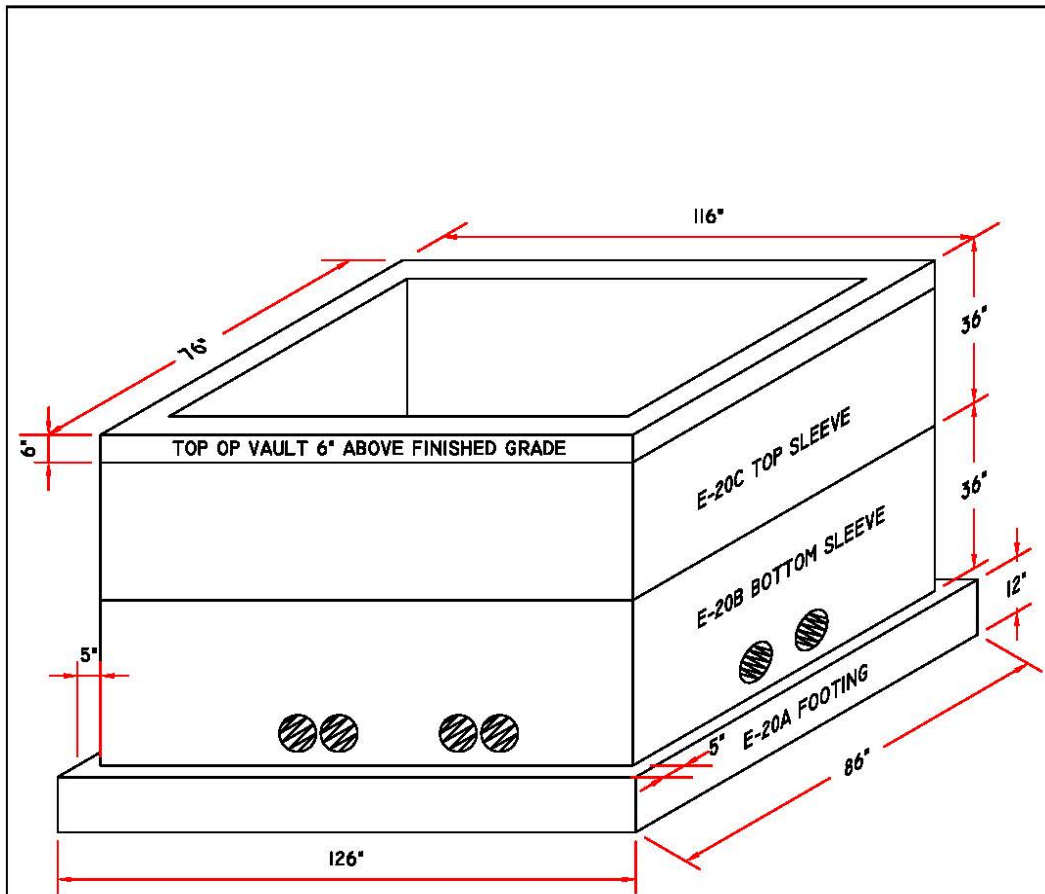
3. STAND-OFF WILL BE SUPPLIED AND INSTALLED BY CITY OF BENTONVILLE ELECTRIC DEPARTMENT. CALL 479-271-3135 PRIOR TO DIGGING TO CONFIRM CORRECT POLE AND STAND-OFF INSTALLATION.

2/10/2016



CONDUIT INSTALLATION
DETAILS

DS-1419



STEEL REINFORCING GRID REQUIRED USING #4 REBAR AT 12" O.C. THROUGHOUT

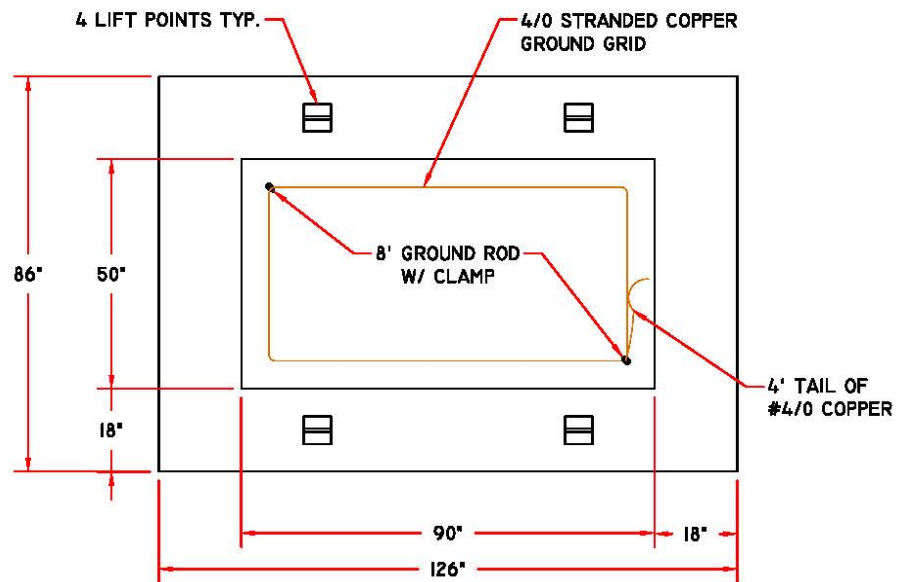
CONTRACTOR SHALL COVER EACH UNUSED HOLES INDIVIDUALLY. NO GLUE SHALL BE USED.

1/18/2016

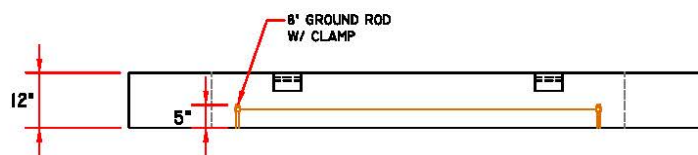


PADMOUNT SWITCHGEAR
VAULT ASSEMBLY

DS-1420



TOP VIEW



FRONT VIEW

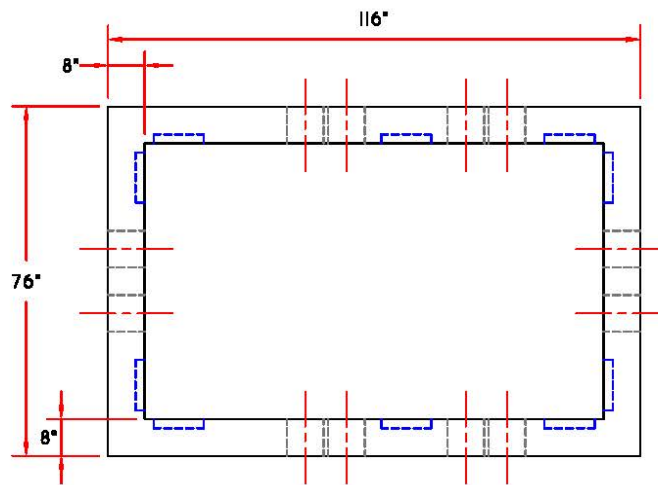
WT: 3,200 LBS

4/11/2014

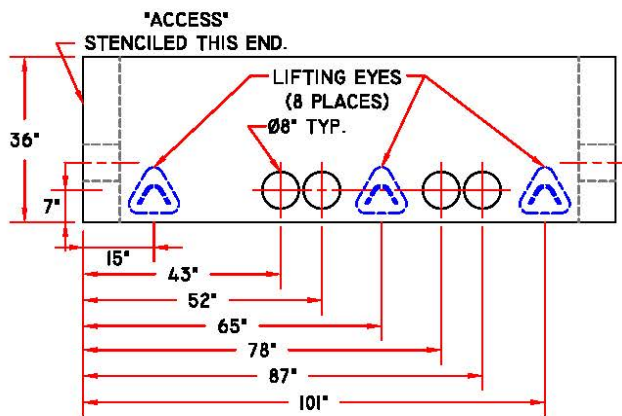


PADMOUNT
SWITCHGEAR VAULT FOOTER

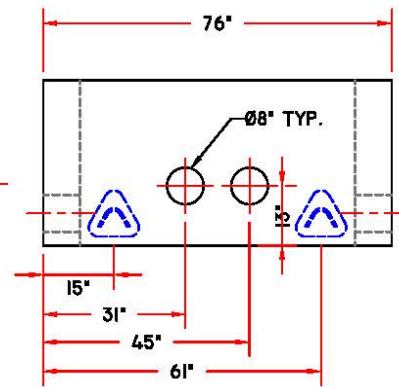
DS-1420A



TOP VIEW



FRONT VIEW



SIDE VIEW

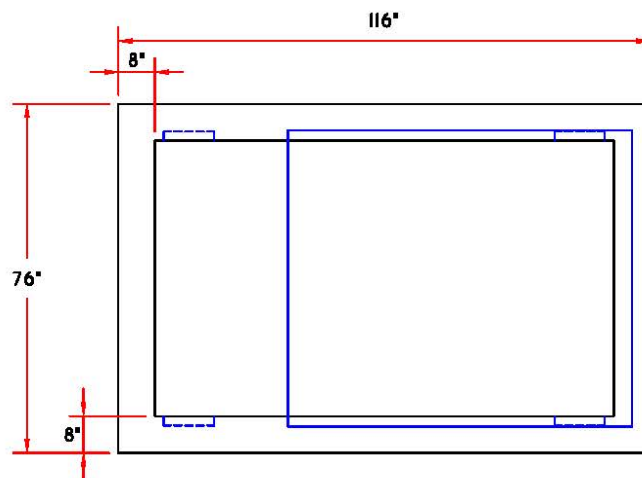
WT: 8,900 LBS

4/11/2014

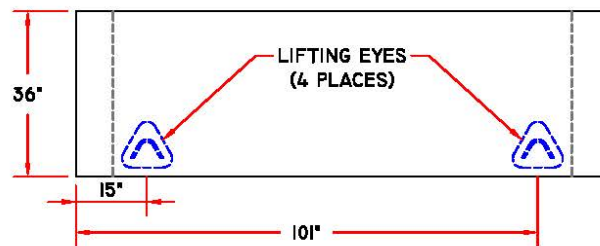


**PADMOUNT SWITCHGEAR
BOTTOM SLEEVE**

DS-1420B



TOP VIEW



FRONT VIEW

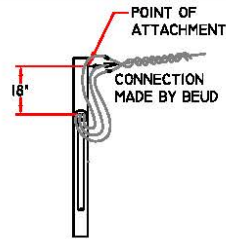
WT: 9,200 LBS

4/11/2014

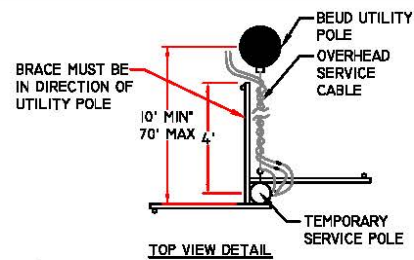


PADMOUNT SWITCHGEAR
TOP SLEEVE

DS-1420C

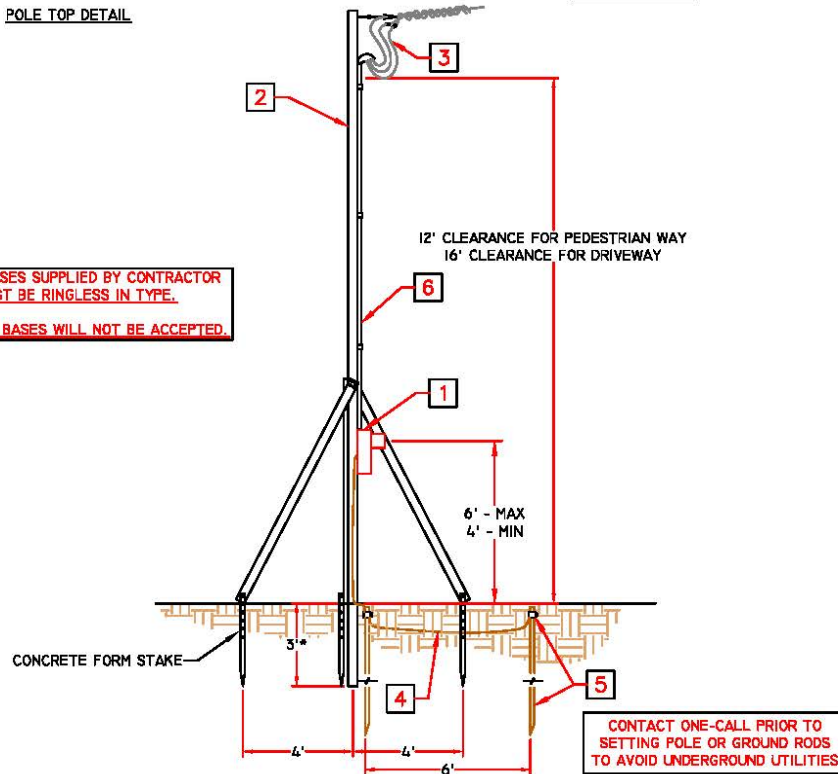


POLE TOP DETAIL



TOP VIEW DETAIL

METER BASES SUPPLIED BY CONTRACTOR
MUST BE RINGLESS IN TYPE.
RING TYPE BASES WILL NOT BE ACCEPTED.



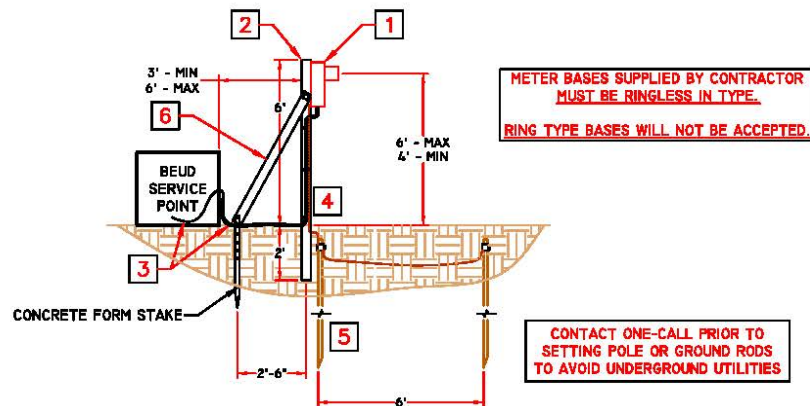
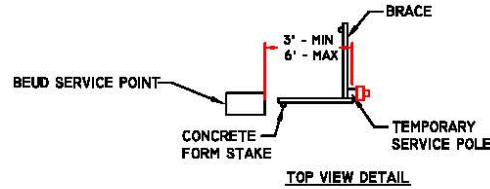
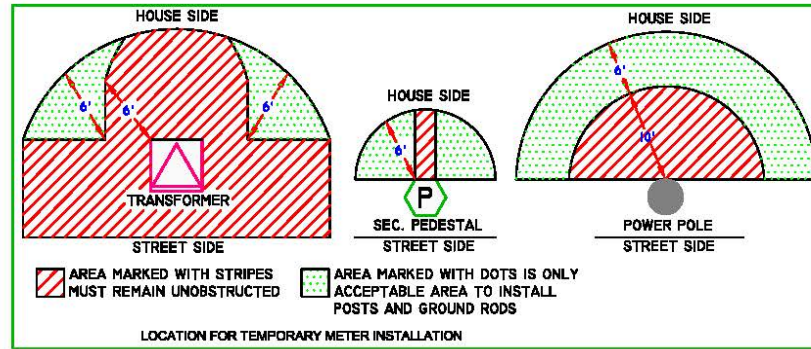
NOTES: #

1. RINGLESS METER SOCKET FURNISHED AND INSTALLED BY CUSTOMER USING MINIMUM (2) 2 IN WOOD SCREWS. SEAL ALL HOLES. METER PROVIDED BY BEUD.
2. PROVIDE A MINIMUM 4"X4" STRUCTURE THAT PROVIDES ADEQUATE CLEARANCES FOR SPECIFIC INSTALLATION THAT IS STRUCTURALLY SOUND.
3. MINIMUM CONDUCTORS ALLOWED #6 COPPER OR #4 ALUMINUM, NEUTRAL SHALL BE IDENTIFIED. MINIMUM LENGTH OF CONDUCTOR EXTENDING 2 FEET.
4. GROUNDING CONDUCTOR MINIMUM SIZE #6 SOLID COPPER AND SHALL BE BURIED.
5. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS.
6. GALVANIZED RIGID STEEL, IMC, OR PVC SCHEDULE 80 CONDUIT.



BRACED TEMPORARY
SERVICE POLE

DS-1001

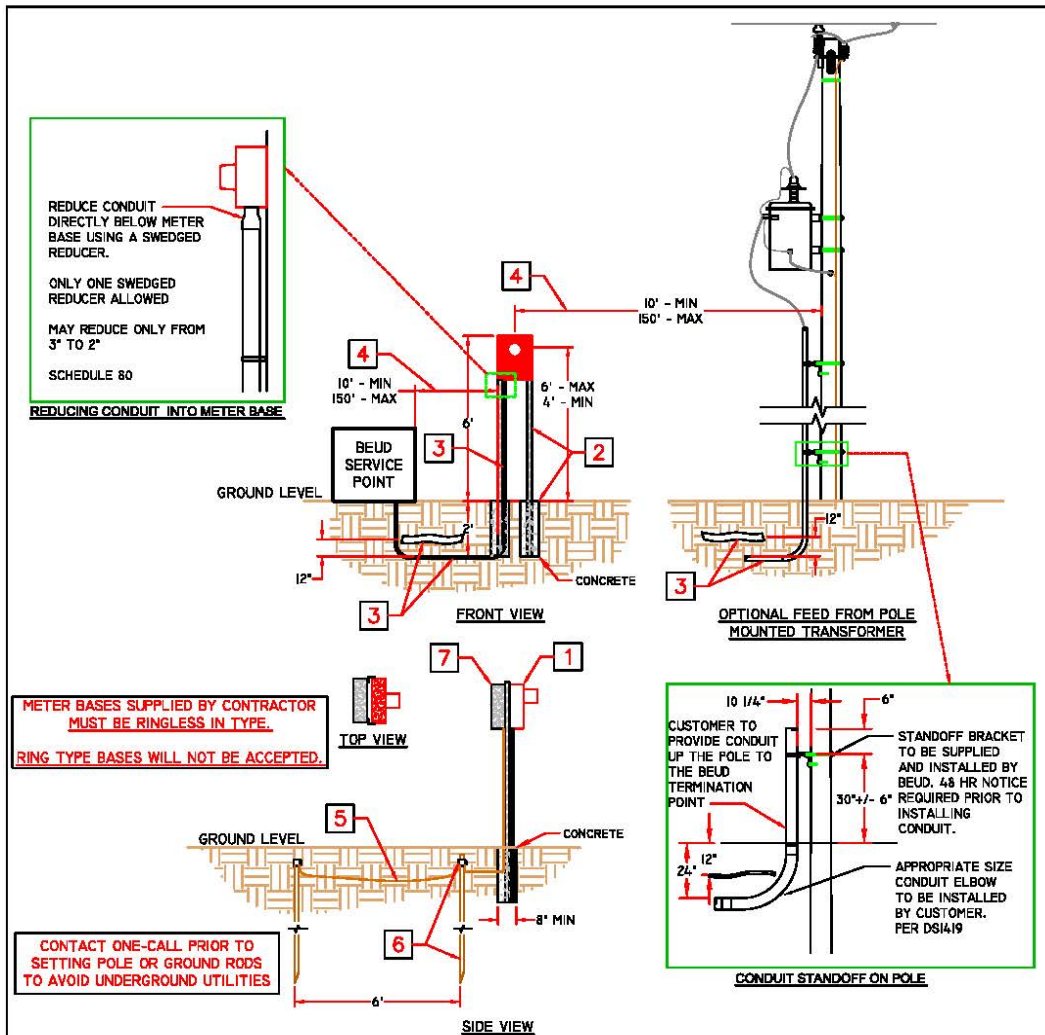


- NOTES: #
1. RINGLESS METER SOCKET FURNISHED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
 2. CUSTOMER TO FURNISH AND INSTALL PENTA TREATED 8' PINE POLE OR 4"x4" POST. NO RAILROAD TIES ACCEPTED.
 3. MINIMUM CONDUCTORS ALLOWED #6 COPPER OR #4 ALUMINUM. MAXIMUM #2 TRIPLEX. NEUTRAL SHALL BE IDENTIFIED. CONTRACTOR TO FURNISH CONDUCTORS AND FLEXIBLE CONDUIT TO BEUD SERVICE POINT. PROVIDE ADDITIONAL 3' OF EXPOSED CONDUCTORS FOR TERMINATION. NO SPLICES OR TAPS SHALL BE LOCATED IN THE CONDUCTOR.
 4. GROUNDING CONDUCTOR MINIMUM SIZE #6 SOLID COPPER AND SHALL BE BURIED.
 5. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS.
 6. BRACES MUST NOT BE INSTALLED AS TO OBSTRUCT UTILITY CONNECTION POINT OPENING



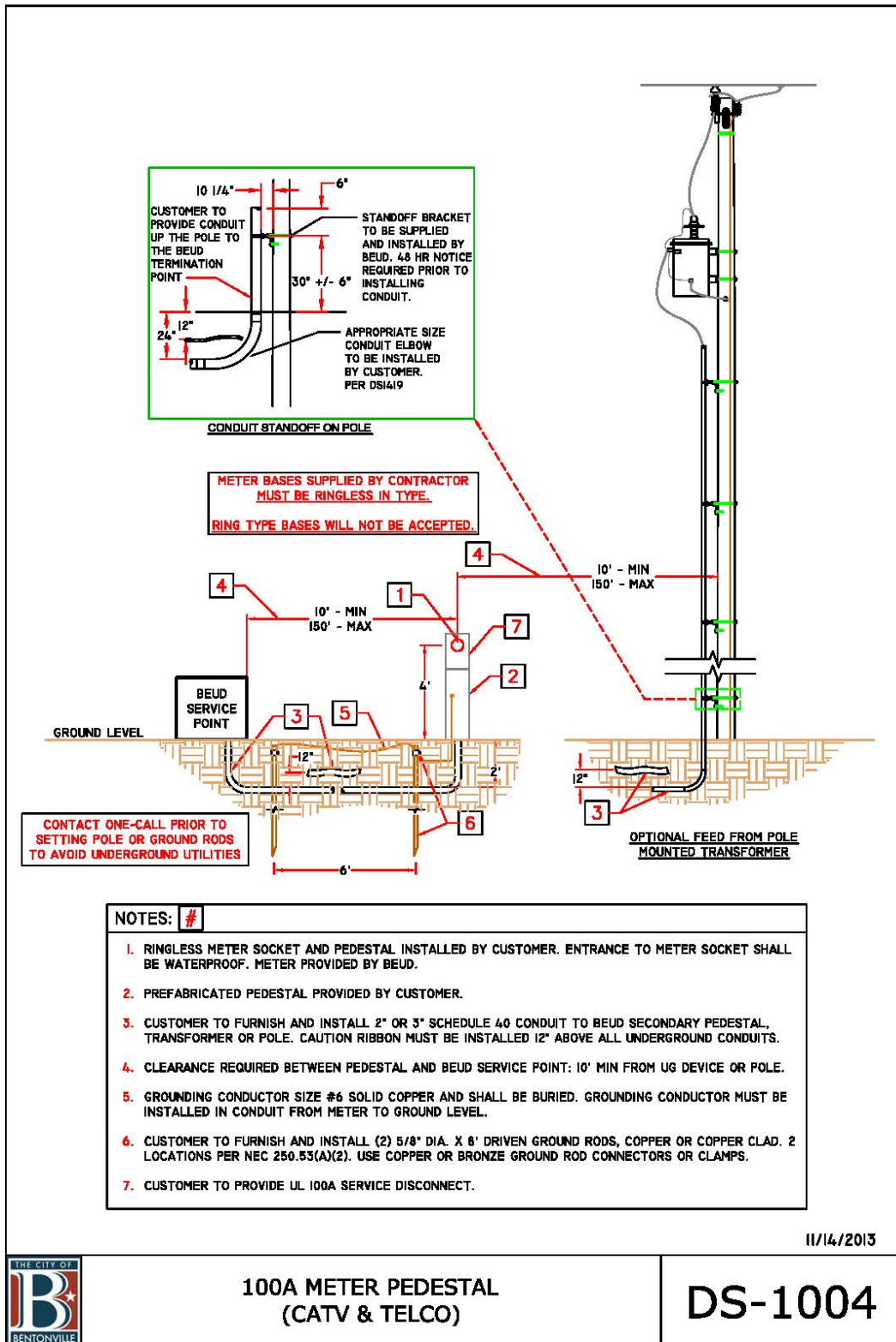
TEMPORARY UNDERGROUND SERVICE

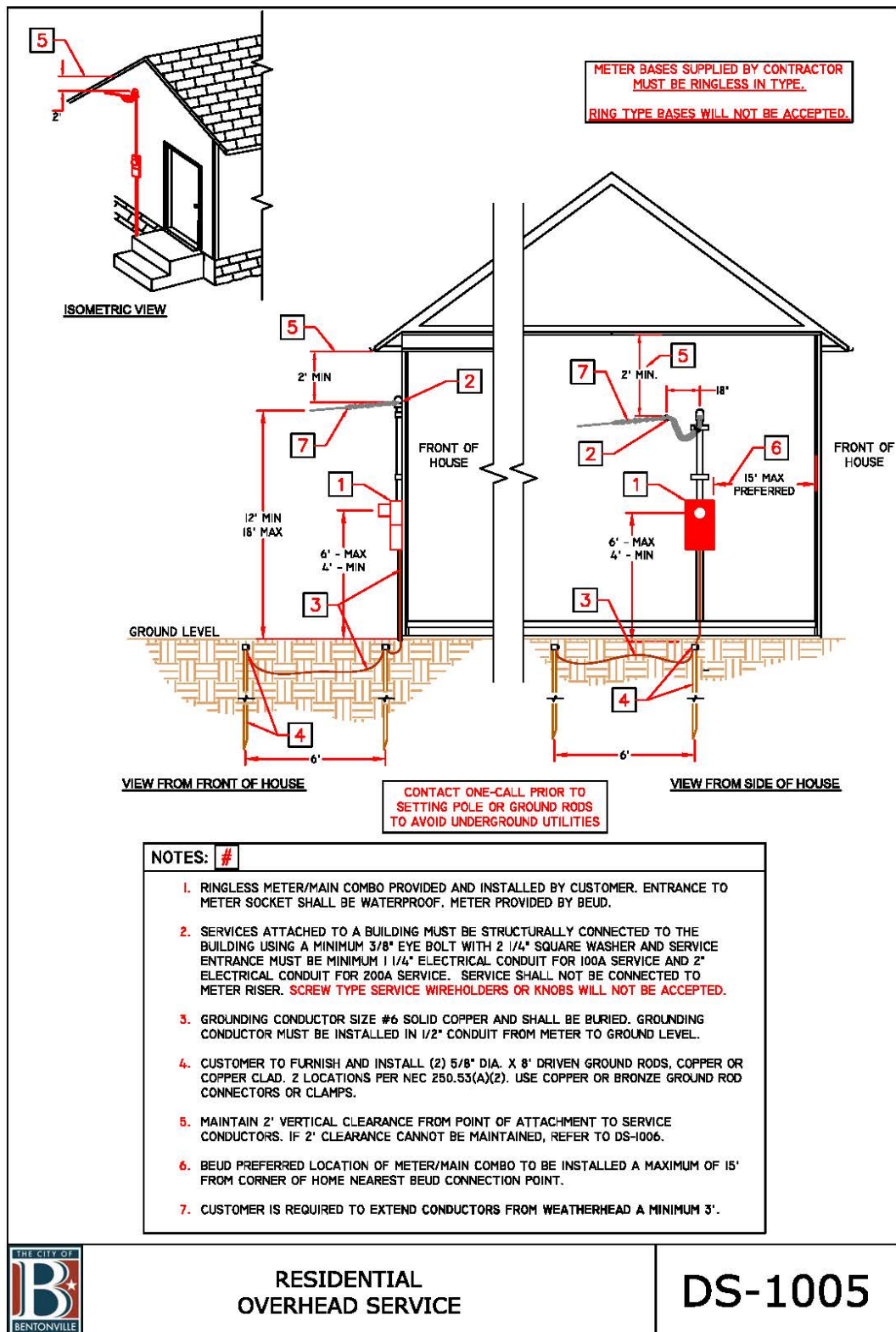
DS-1002

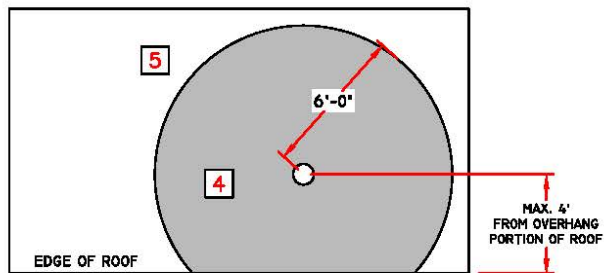


100A METER PEDESTAL*

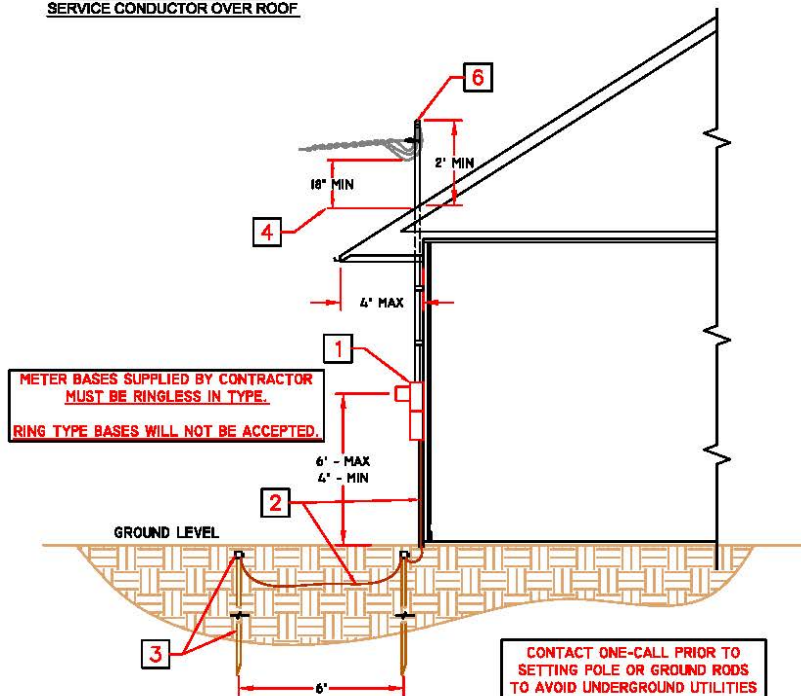
DS-1003







**REQUIRED CLEARANCE OF
SERVICE CONDUCTOR OVER ROOF**



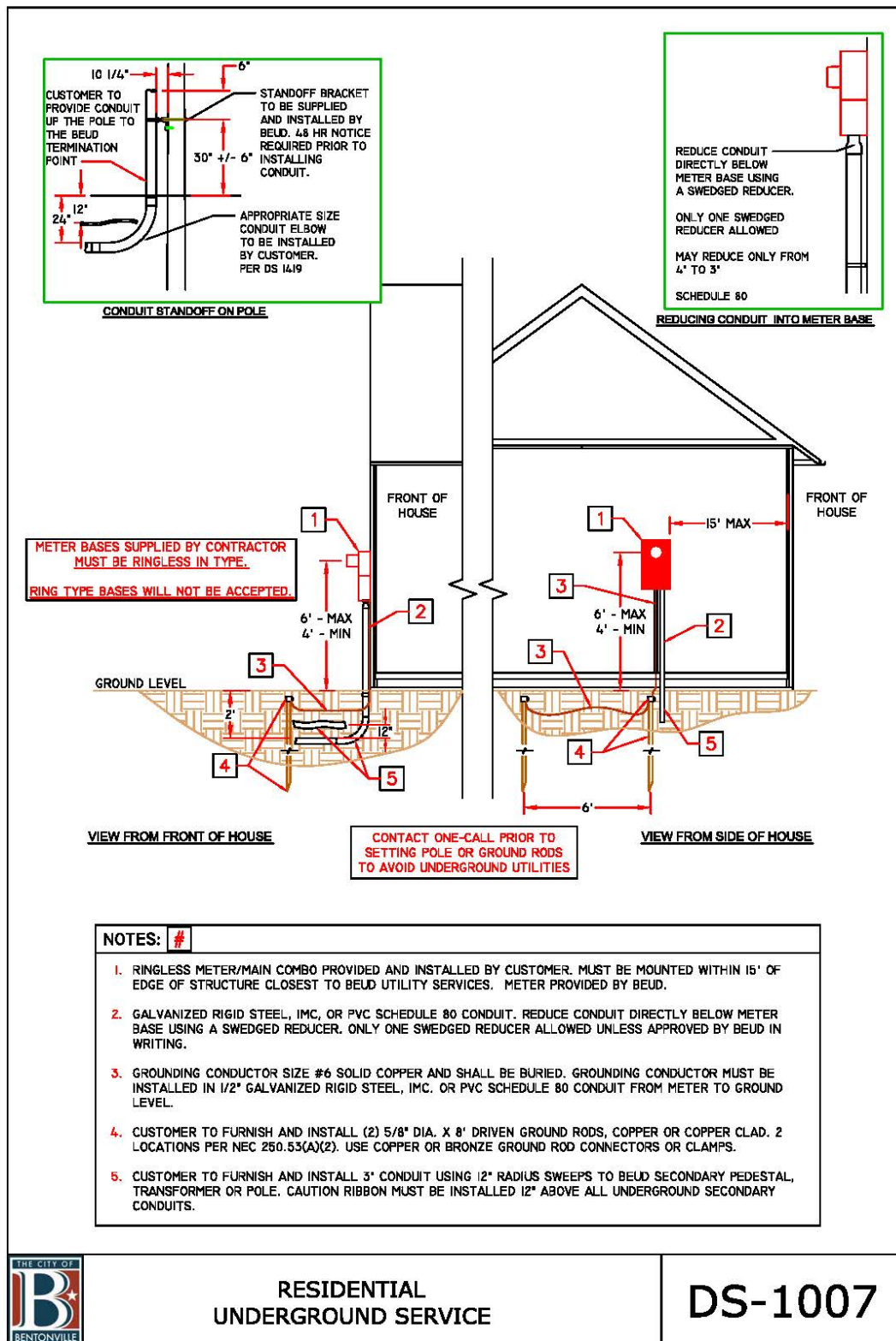
NOTES: #

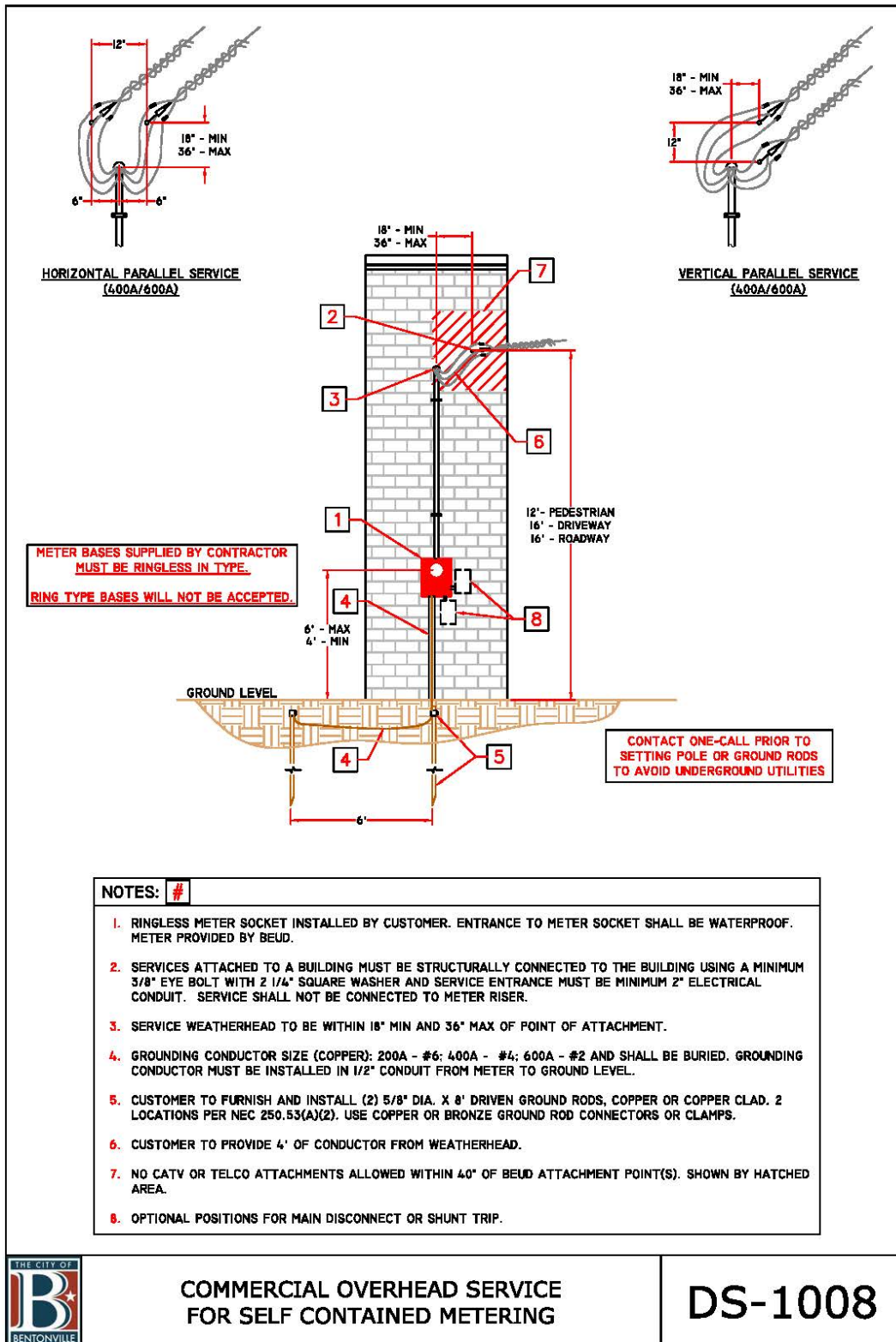
1. RINGLESS METER/MAIN COMBO PROVIDED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. GROUNDING CONDUCTOR SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL.
3. CUSTOMER TO FURNISH AND INSTALL (2) 5/8" DIA. X 8' DRIVEN GROUND RODS, COPPER OR COPPER CLAD. 2 LOCATIONS PER NEC 250.53(A)(2). USE COPPER OR BRONZE GROUND ROD CONNECTORS OR CLAMPS.
4. MUST MAINTAIN 18" VERTICAL CONDUCTOR CLEARANCE WITHIN 6' RADIUS OF MAST.
5. MUST MAINTAIN 36" MINIMUM VERTICAL CONDUCTOR CLEARANCE OUTSIDE OF 6'-0" RADIUS OF SERVICE MAST.
6. SERVICE ENTRANCE MAST MUST BE MINIMUM 2" GALVANIZED RIGID ELECTRICAL CONDUIT. NO COUPLINGS ABOVE THE ROOF LINE. CUSTOMER TO PROVIDE AND INSTALL SERVICE MAST CLAMP. MASTS GREATER THAN 3', CONTACT BEUD FOR REQUIREMENTS.

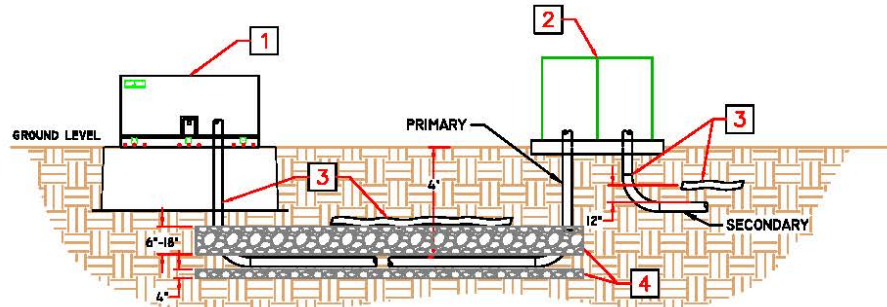


**RESIDENTIAL
OVERHEAD SERVICE
MAST THRU ROOF**

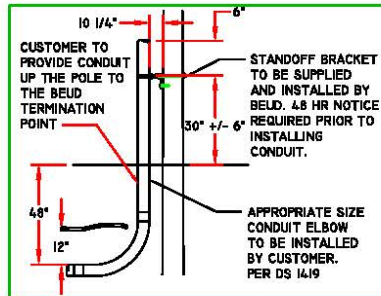
DS-1006







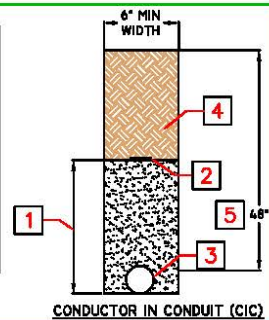
PRIMARY VOLTAGE
UNDERGROUND SERVICE FROM PRIMARY JUNCTION BOX



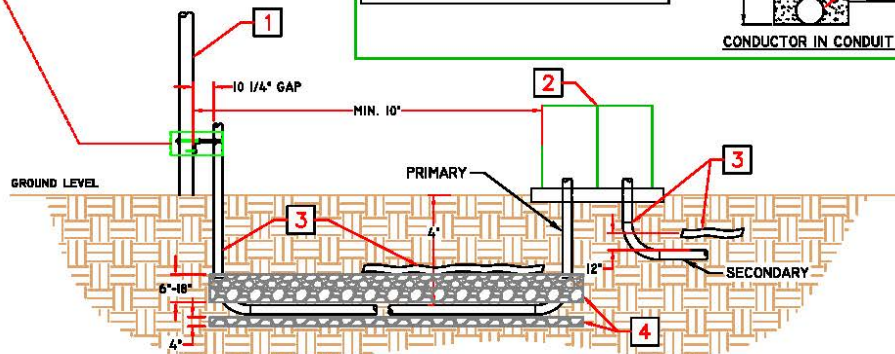
CONDUIT STANDOFF ON POLE

CONTACT ONE-CALL PRIOR TO
SETTING POLE OR GROUND RODS
TO AVOID UNDERGROUND UTILITIES

- CIC NOTES: #
1. 18" OF CLASS 67 GRAVEL OVER PRIMARY CONDUIT.
 2. CAUTION RIBBON 18" ABOVE PRIMARY
 3. PRIMARY CONDUIT
 4. NATIVE SOIL - NO ROCKS LARGER THAN 4"
 5. 48" MINIMUM COVER FROM TOP OF PRIMARY CONDUIT TO FINAL GRADE.



CONDUCTOR IN CONDUIT (CIC)



PRIMARY VOLTAGE
UNDERGROUND RISER FROM POWER POLE

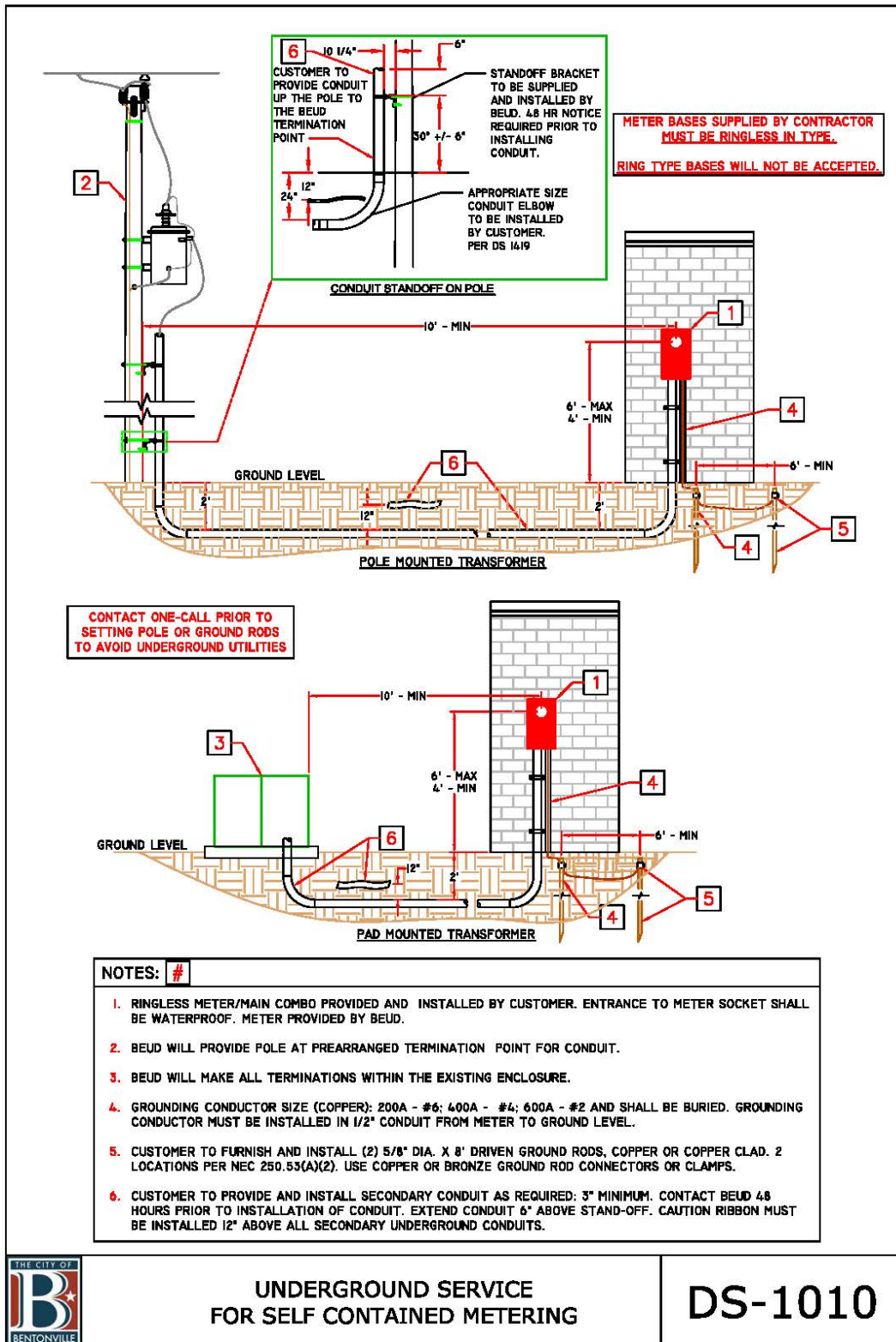
NOTES: #

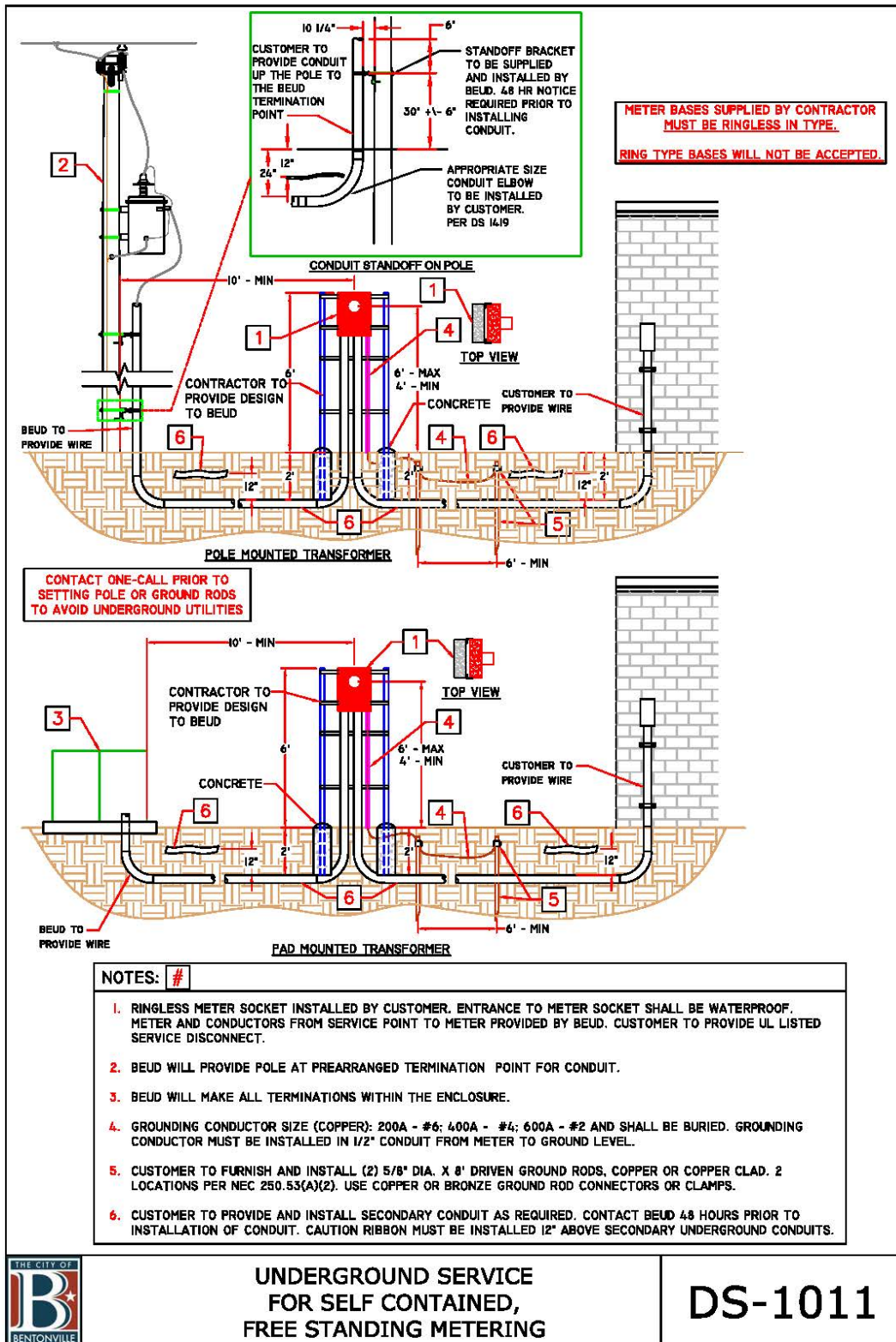
1. BEUD WILL PROVIDE POLE OR PRIMARY JUNCTION BOX AT PREARRANGED TERMINATION POINT FOR CONDUIT.
2. BEUD WILL PROVIDE AND INSTALL PAD-MOUNTED TRANSFORMER AND MAKE ALL TERMINATIONS WITHIN THE ENCLOSURE. REFERENCE DS-1408 & DS-1409 FOR 3PH PAD SPECIFICATIONS. BEUD WILL PROVIDE 1PH TRANSFORMER PAD FOR CONTRACTOR INSTALLATION. REFERENCE DS-1405 FOR EARTH PREPARATIONS AND DS-1406 FOR CONDUIT LAYOUT.
3. CUSTOMER TO PROVIDE AND INSTALL PRIMARY AND SECONDARY CONDUIT AS REQUIRED. ALL PRIMARY CONDUITS MUST USE LONG SWEEP ELBOWS PER DS 1419 AT 90° BENDS. EXTEND CONDUIT 6" ABOVE STAND-OFF AND CAP. CONTACT BEUD 48 HOURS PRIOR TO INSTALLATION OF CONDUIT. CAUTION RIBBON MUST BE INSTALLED 18" ABOVE PRIMARY AND 12" ABOVE SECONDARY UNDERGROUND CONDUITS .
4. CUSTOMER TO PROVIDE AND INSTALL CLASS 67 GRAVEL BEDDING IN 12" WIDE TRENCH FOR PRIMARY CONDUIT. 4" OF GRAVEL BELOW CONDUIT, 6" OF GRAVEL ON BOTH SIDES AND 12" OF GRAVEL ABOVE CONDUIT.



PRIMARY CONDUIT INSTALLATION

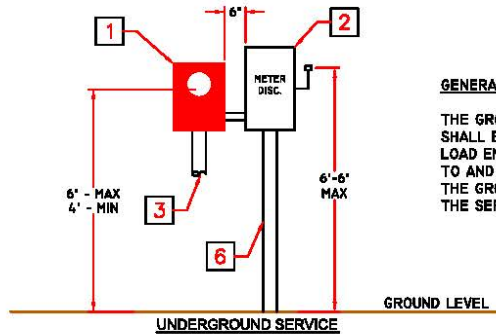
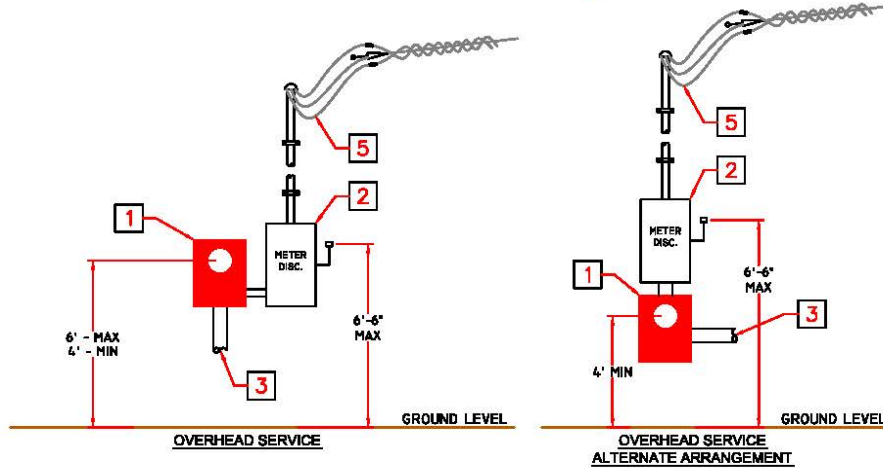
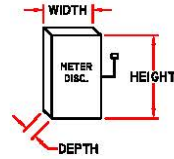
DS-1009





METER BASES SUPPLIED BY CONTRACTOR
MUST BE RINGLESS IN TYPE.
RING TYPE BASES WILL NOT BE ACCEPTED.

METER DISC. DIMENSIONS (INCHES)		
AMPS	200	400
HEIGHT	29-1/4	50-1/4
WIDTH	17-1/4	27-5/8
DEPTH	8-1/2	9-1/2



GENERAL GROUNDING NOTE:

THE GROUNDING ELECTRODE CONDUCTOR CONNECTION SHALL BE MADE AT ANY ACCESSIBLE POINT FROM THE LOAD END OF THE SERVICE DROP OR SERVICE LATERAL TO AND INCLUDING THE TERMINAL OR BUS TO WHICH THE GROUNDED SERVICE CONDUCTOR IS CONNECTED AT THE SERVICE DISCONNECTING MEANS.

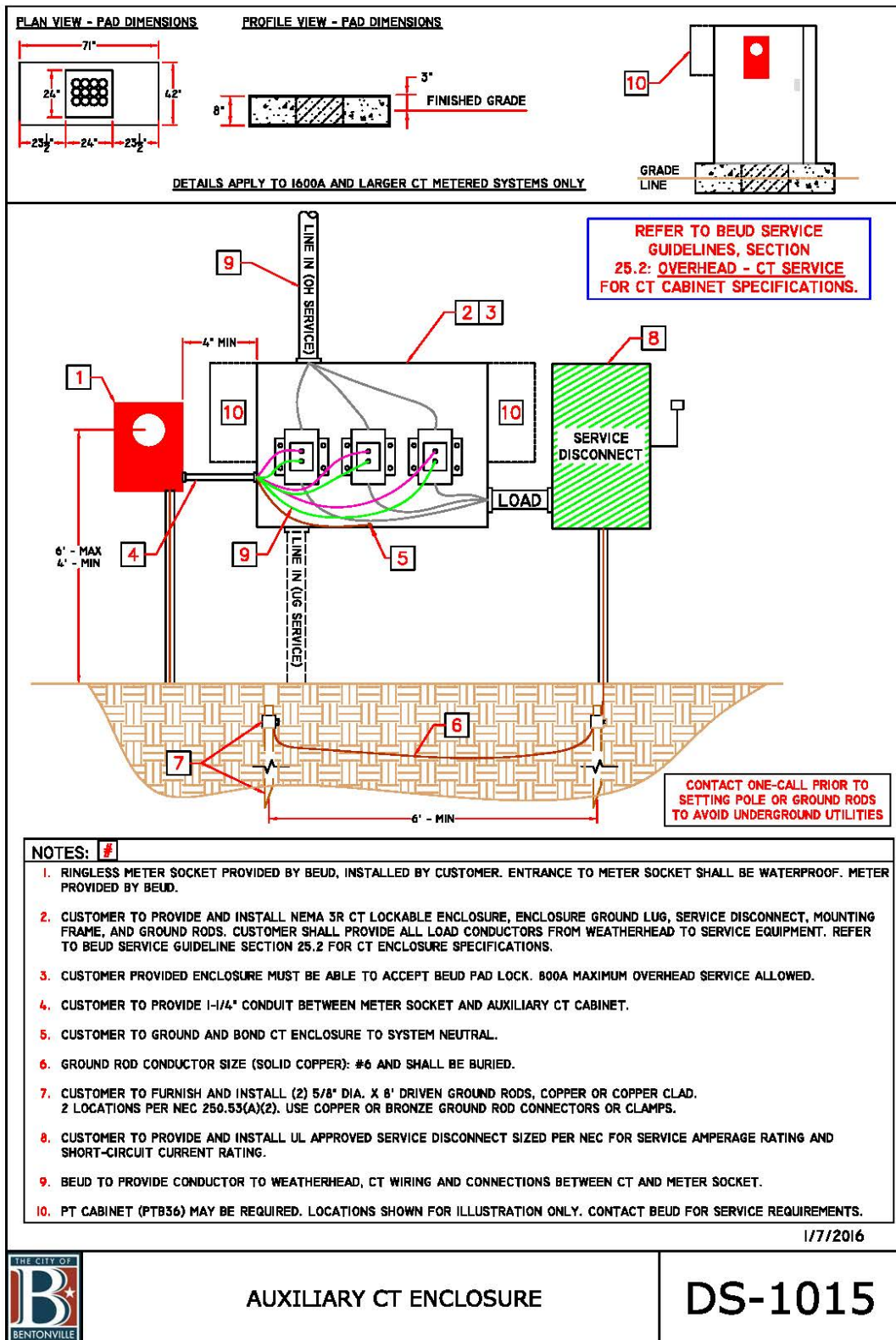
NOTES: #

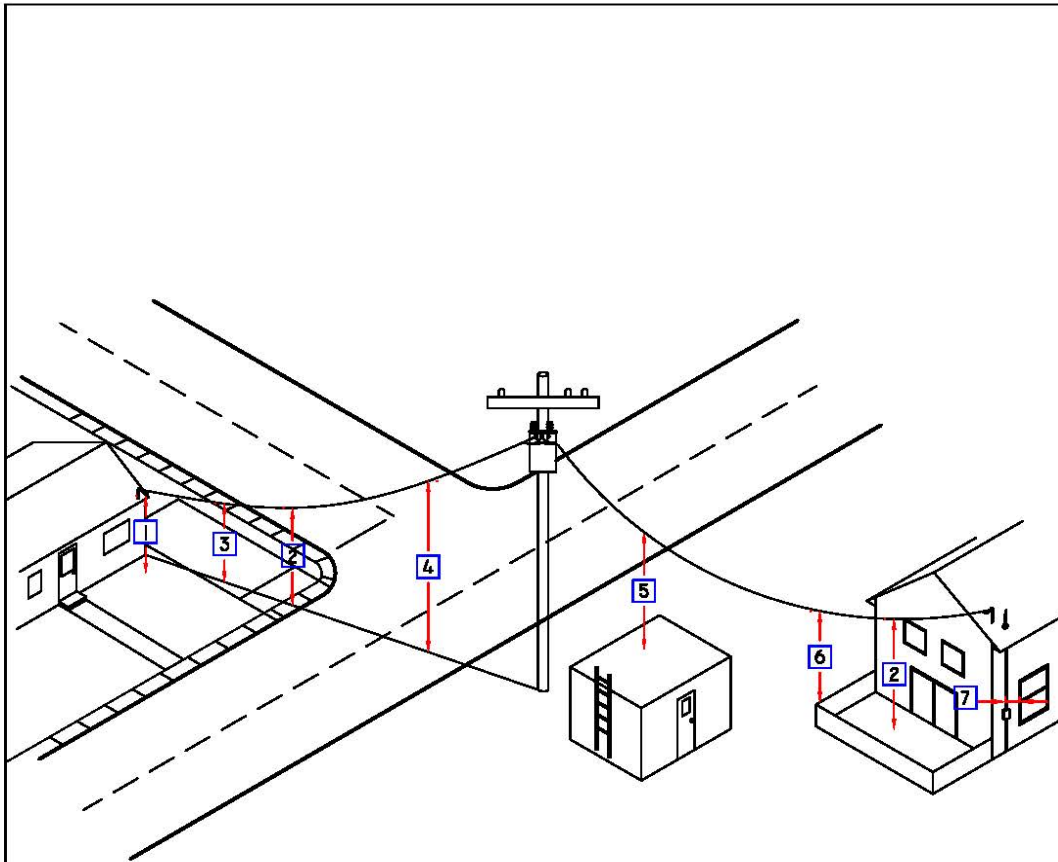
1. METER SOCKET INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. METER DISCONNECT (DISC) PROVIDED BY BEUD AND INSTALLED BY CUSTOMER.
3. TO SERVICE DISCONNECT.
4. METER DISCONNECT (DISC), METER SOCKET AND CUSTOMER PROVIDED SERVICE DISCONNECT ENCLOSURES MUST BE CONNECTED TO GROUND RODS WITH APPROPRIATELY SIZED CONDUCTOR PER LATEST EDITION OF NEC ADOPTED BY ARKANSAS.
5. CUSTOMER TO PROVIDE CONDUCTORS FROM DISCONNECT TO WEATHERHEAD. EXTEND CONDUCTORS FROM WEATHERHEAD A MINIMUM 4'.
6. BEUD SHALL PROVIDE CONDUCTORS TO LINE SIDE OF METER DISCONNECT.



COMMERCIAL SERVICE
480V METER DISCONNECT
SELF CONTAINED METERING

DS-1012





NOTES:

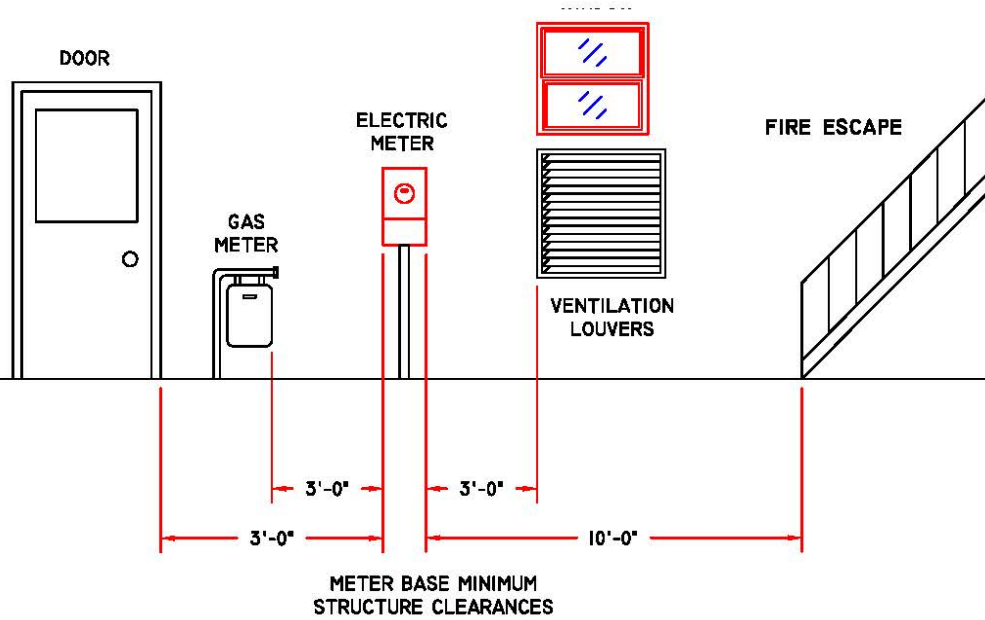
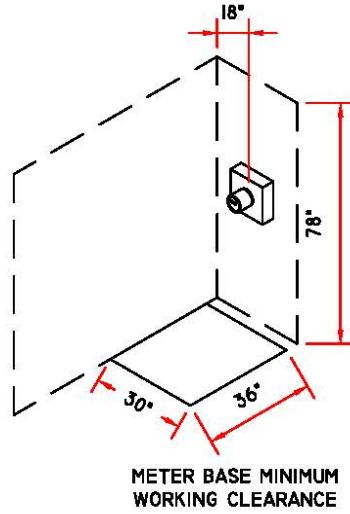
1. 12' MINIMUM VERTICAL CLEARANCE (INCLUDING DRIP LOOP) OVER RESIDENTIAL PROPERTY ACCESSIBLE TO PEDESTRIANS ONLY. REFER TO NESC TABLE 232-I IF BUILDING HEIGHT DOES NOT ALLOW THIS CLEARANCE.
2. 12' MINIMUM VERTICAL CLEARANCE OVER RESIDENTIAL PROPERTY ACCESSIBLE TO PEDESTRIANS. NESC TABLE 231-I
3. 16' MINIMUM VERTICAL CLEARANCE OVER RESIDENTIAL PRIVATE DRIVEWAYS.. NESC TABLE 231-I
4. 16' MINIMUM VERTICAL CLEARANCE OVER ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. NEC 230.24(B)(4)
5. 11' MINIMUM VERTICAL CLEARANCE OVER ADJACENT, ACCESSIBLE ROOFS. NESC TABLE 234-I.
6. 10' MINIMUM VERTICAL CLEARANCE OVER ATTACHED BALCONIES, PORCHES, OR DECKS READILY ACCESSIBLE TO PEDESTRIANS. NESC 234(C)(3)(b)(i)
7. 3' MINIMUM VERTICAL AND HORIZONTAL CLEARANCE FROM WINDOW OR DOOR OPENINGS. NESC 234(C)(3)(b)(i)

11/4/2013



**SECONDARY CONDUCTOR CLEARANCE
REQUIREMENTS**

DS-1016

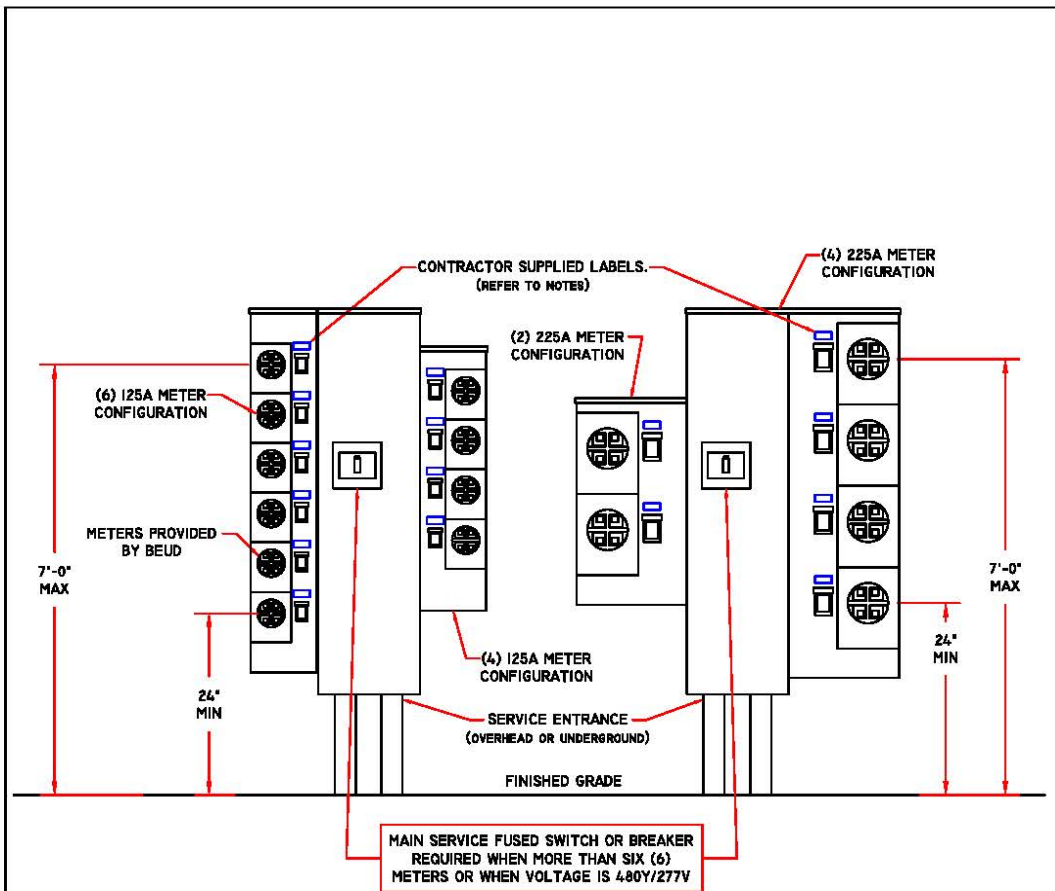


11/4/2013



METER CLEARANCE REQUIREMENTS

DS-1017



LABEL SPECIFICATIONS	
1.	ENGRAVED PHENOLIC LABELS SHALL BE USED.
2.	LABELS SHALL HAVE PLAIN BLOCK LETTER OR NUMBER WITH A CONTRASTING BACKGROUND
3.	BLOCK LETTERS ARE TO BE A MINIMUM OF 1-1/2" IN HEIGHT.
4.	LABELS SHALL CLEARLY INDICATE CORRESPONDING UNIT SERVED BY EACH METER.
5.	LABELS WILL NOT BE PLACED SUCH THAT THEY OBSCURE ANY INFORMATION PRINTED OR LABELED ON THE EQUIPMENT.
6.	POSITION THE LABEL SO THAT IT IS READILY VISIBLE AND THAT IT IS OBVIOUS WHAT EQUIPMENT THE LABEL DESCRIBES.
7.	LABELS SHALL BE SMOOTHLY ATTACHED TO THE METERING EQUIPMENT WITH NO OVERLAPS, PROTRUSIONS OR SHARP EDGES AND CORNERS.
8.	LABELS SHALL BE APPLIED IN A CRAFTPERSON-LIKE MANNER AND NEVER APPLIED OVER EXISTING PHENOLIC LABELS.
9.	LABELS MAY HAVE SELF-ADHESIVE BACKS TO AID IN INSTALLATION, BUT EACH LABEL SHALL HAVE AT LEAST 2 HOLES (LARGER LABELS MUST HAVE 4 HOLES) AND BE SECURED TO THE PIECE OF EQUIPMENT WITH APPROPRIATE SIZED POP-RIVETS OR SCREWS TO KEEP THE LABEL FROM BEING UNINTENTIONALLY REMOVED. ALL LABELS SHALL BE INSTALLED AND SECURED WITH POP-RIVETS OR SCREWS BEFORE THEY WILL BE ACCEPTED BY THE CITY OF BENTONVILLE. USE CAUTION WHEN DRILLING AND INSTALLING POP-RIVETS OR SCREW TO AVOID ACCIDENTAL CONTACT WITH CONDUCTORS.

11/4/2013

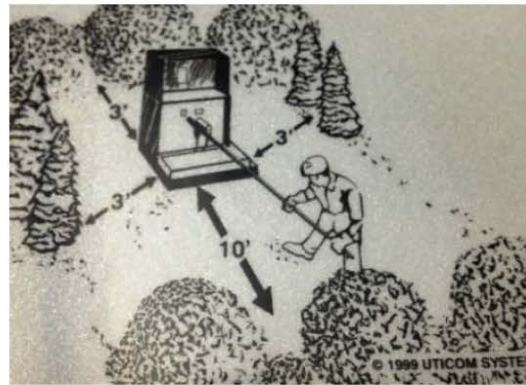


MULTIPLE METER INSTALLATION REQUIREMENTS

DS-1018



PADMOUNTED SWITCHGEAR



ALLOWED CLEARANCES



PADMOUNTED TRANSFORMERS



SINGLE AND THREE PHASE JUNCTION BOXES



SECONDARY PEDESTALS

NOTES: #

1. TREES AND LANDSCAPING SHALL NOT BE PLACED AROUND ELECTRIC EQUIPMENT WITHIN 10' ON SIDES WITH DOORS AND 3' ON ALL OTHER SIDES.
2. TREES AND LANDSCAPING AROUND SECONDARY PEDESTALS SHALL NOT BE PLACED WITHIN 10' ON THE SIDE WITH THE LOCK AND 3' ON ALL OTHER SIDES.
3. REFER TO DS-1410 FOR CLEARANCES AROUND STRUCTURES.



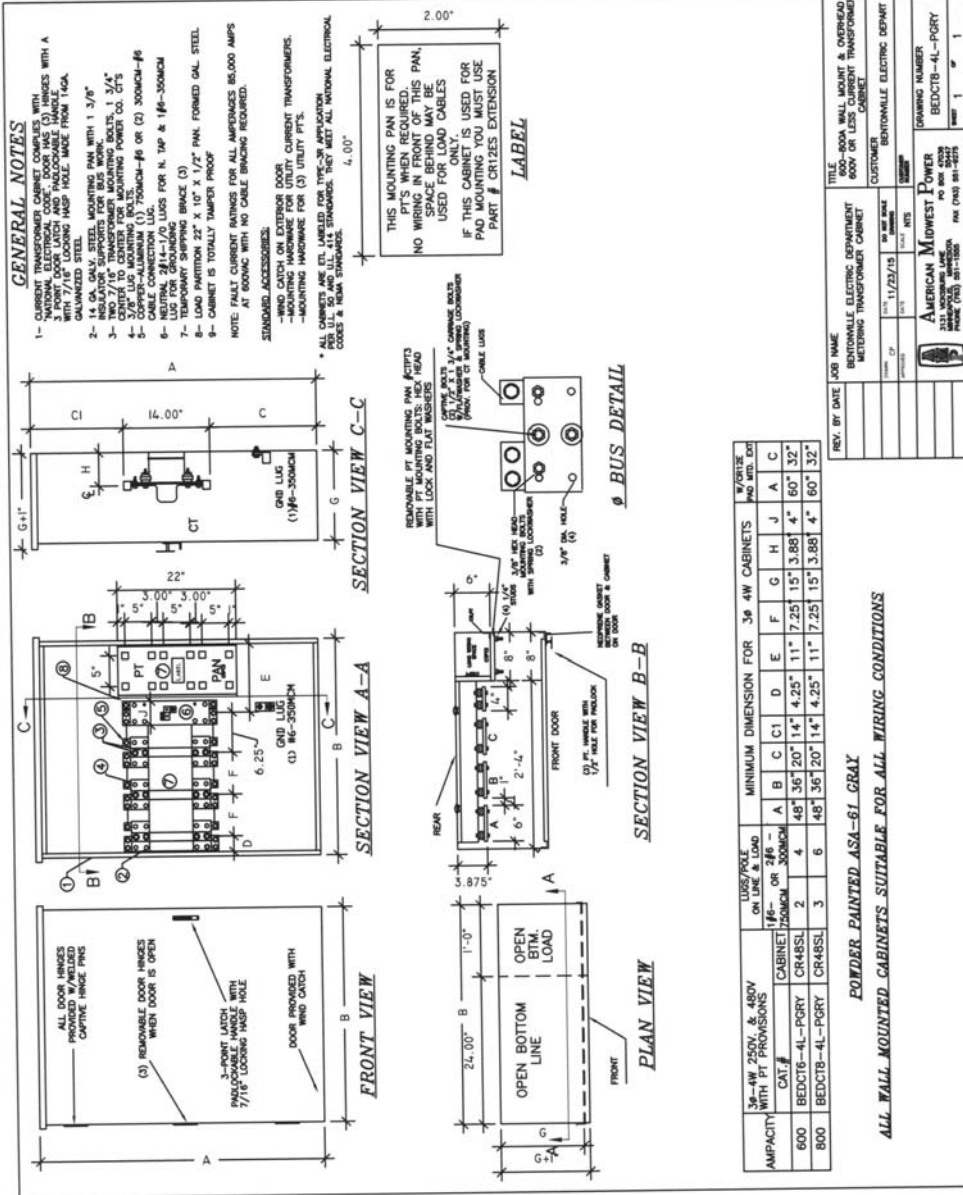
LANDSCAPING REQUIREMENTS

DS-1019

OVERHEAD WALL MOUNTED
CT CABINET- 600/800A*

DS-1020*
REV 3 - 2/23/16

REV 3 - 2/23/16



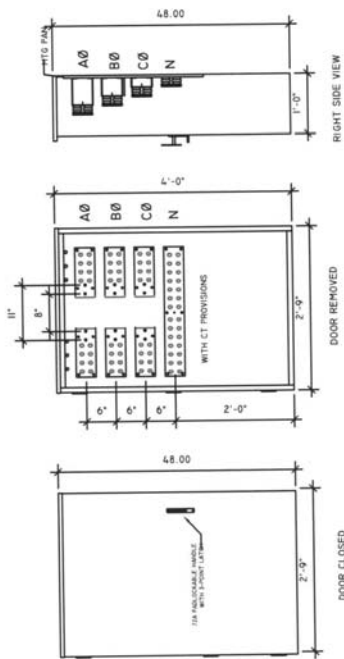
POWDER PAINTED ASA-61 GRAY

ALL WALL MOUNTED CABINETS SUITABLE FOR ALL WIRING CONDITIONS



UNDERGROUND WALL MOUNTED CT CABINET- 600/1200A*

DS-1021*
REV 3 - 2/23/16



600-1200 AMP CURRENT TRANSFORMER CABINET WALL & UNDERGROUND ONLY CABINETS

Current Transformer Cabinets (SB)

Rating	Cabinet
600 VOLT / 3 PHASE - 4 WIRE	CL48
1200	CL48

(CT) FOR TWO HOLE BAR TYPE CTS FOR 600A TO 800A 3Ø 4WIRE
ADD SUFFY (L) FOR INSTALLED CONNECTORS FROM TABLE BELOW
PLEASE NOTE THIS IS FOR BOTTOM IN BOTTOM OUT APPLICATIONS ONLY.

(OPTIONAL) CONNECTORS - COPPER/ALUMINUM

Cat. No.	Description
AB125	SET SCREW CONNECTOR (1) #14 - 2/0
AB300	SET SCREW CONNECTOR (1) #14 - 2/0
AB300	SET SCREW CONNECTOR (1) #14 - 2/0
DLA250	SET SCREW CONNECTOR 1 #6 - #750MCM OR 2 #6 - 300MCM
PV2-300	SET SCREW CONNECTOR 1 #6 - #750MCM OR 2 #6 - 300MCM
YAS3A3	COMPRESSION CONNECTOR 1 #750MCM
YAS3A5	COMPRESSION CONNECTOR 1 #750MCM

ENCLOSURES

Cat. No.	Description
CL48	NEMA 3R GALVANNEAL CABINET 48" H x 33" W x 12" D

* POWDER PAINTED ASA-61 GRAY CABINET

CONSTRUCTION SPECIFICATIONS:

RATINGS ARE 600-1200 AMP, 600 VOLT, 3 PHASE, 4 WIRE, NEMA 1 / 3R.
CABINETS ARE TEMPERATURE COMPENSATED AND PROVIDED WITH TWO LATCHES REQUIRED.
CABINETS ARE TEMPERATURE, SURFACE MOUNTED AND PROVIDED WITH FOUR MOUNTING HOLES AND INTERIOR INSTALLED.
CABINETS ARE MADE FROM 14GA GALVANNEAL CODE GAUGE STEEL, SUITABLE FOR MOOR OR OUTDOOR APPLICATIONS.
CABINET DOOR IS STANDARD HINGED ON LEFT SIDE, WITH THREE POINT HEAVY DUTY HANDLE ON RIGHT SIDE. HANDLE
ACCOMMODATES SEALING RINGS, PADLOCKS AND OR BARREL LOCKS. DOOR COMES WITH STANDARD WIND LATCH TO HOLD IN THE OPEN POSITION.
POWDER PAINTED CABINETS ARE ASA 61 GRAY
ETL LISTED AND LABELED CONFORMS TO UL STANDARD 1773.
MEETS ALL NEMA/3R APPLICATIONS AND NATIONAL ELECTRICAL CODE STANDARDS
AS SUITABLE FOR SERVICE ENTRANCE EQUIPMENT.
CABINETS ARE SUPPLIED FOR BOTTOM IN BOTTOM OUT WIRING APPLICATIONS ONLY.

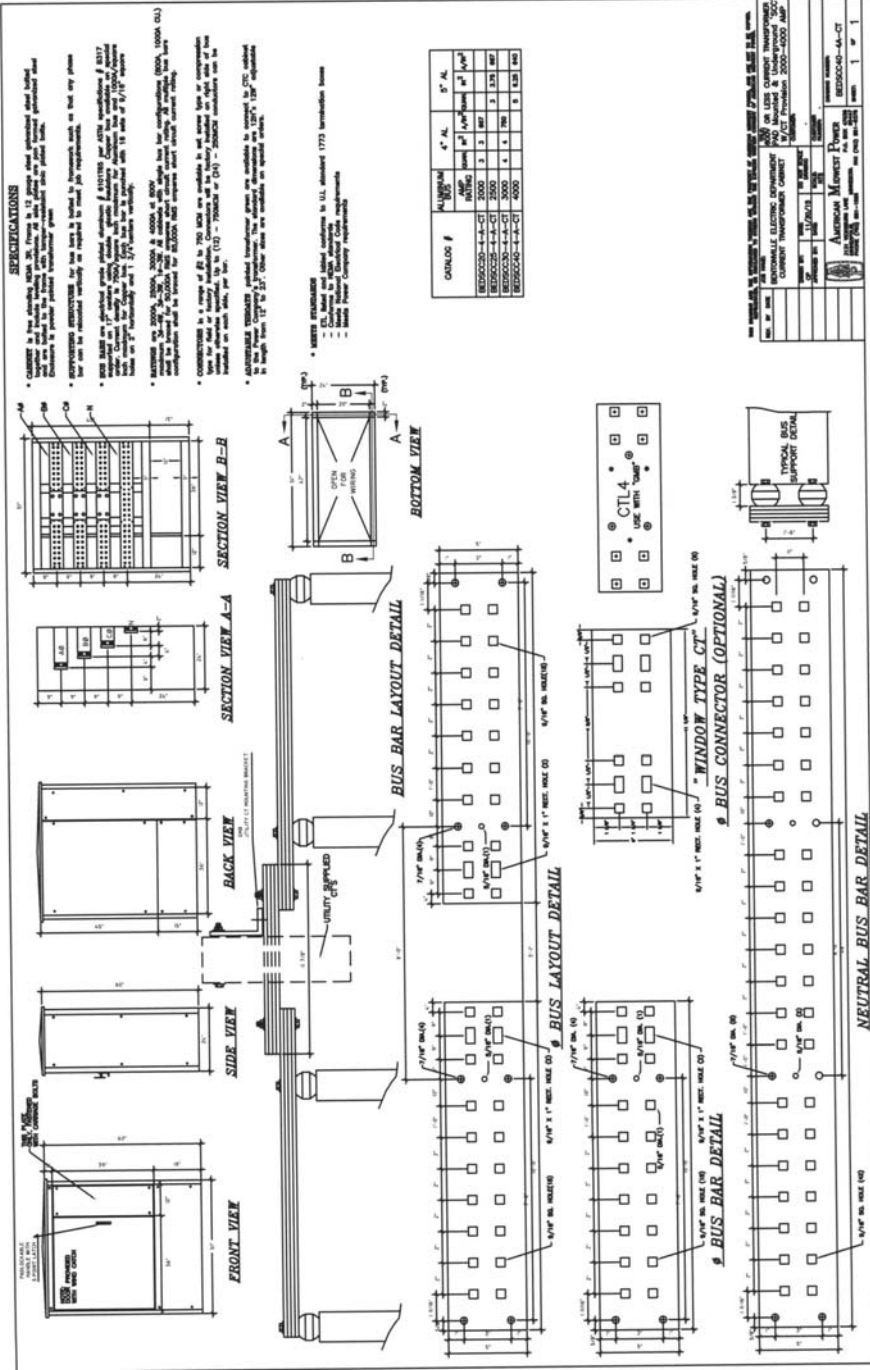
THIS DRAWING AND THE INFORMATION HEREON ARE THE PROPERTY OF AMERICAN MIDWEST POWER, AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AMERICAN MIDWEST POWER.

REV.	BY	DATE	TITLE
			BENTONVILLE ELECTRIC DEPARTMENT CURRENT TRANSFORMER CABINET
			DO NOT SCALE
			DATE 11/29/15
			SCALE NTS
			CUSTOMER
			CUSTOMER NUMBER
			AMERICAN MIDWEST POWER
			3131 WOODBURN LANE
			AMAR, OK 73006
			PHONE (781) 351-1200 FAX (781) 351-4275
			SHEET 1 OF 1



UNDERGROUND PAD MOUNTED CT CABINET- 2000-4000A*

DS-1023*
REV - 2/23/2016



ORDINANCE NO. _____

**AN ORDINANCE TO ADOPT CERTAIN AMENDMENTS TO THE
BENTONVILLE ELECTRIC UTILITY DEPARTMENT
CONSTRUCTION SPECIFICATIONS.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR
THE CITY OF BENTONVILLE, ARKANSAS,**

Section 1. That the attached amendments to the Bentonville Electric Utility Department Construction Specifications – Revision 3, 3 copies of which are on file with the City Clerk and which have been advertised and made available for public review and inspection prior to passage, are hereby adopted by reference as though they were copied herein fully.

Section 2. That any matters in said codes which are contrary to existing ordinances of the City of Bentonville, Arkansas shall prevail, and that any ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-03
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #16-30 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$27,841.50

COST TO CITY:

Cost of this Request: \$27,842

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: February 12, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **750 Underground Wire Bid #16-03**

The City of Bentonville recommends awarding the bid for 750 underground wire in the total amount \$27,841.50.00. The low bid for this item follows.

Arkansas Electric Company in the amount of \$27,841.50

This award is to replenish minimum stock level and provide on underground jobs within the city.

CITY OF BENTONVILLE
FORMAL BID #16-03

ITEM	QNT	MIN. STOCK QNT.	UNIT	PART NO.	DESCRIPTION	ARKANSAS ELECTRIC	BORDER STATES	STUART IRBY			
1	4,500	FT	EA	280 095 00014	WIRE 750 15KV U/G PRIMARY WITH RIP CORD	\$6,1870	\$6,5600	\$6,7580			
GRAND TOTAL:						\$27,841.50	\$29,520.00	\$30,411.00	\$0.00	\$0.00	\$0.00



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Jake Harper

Department

Accounting

Phone

271-6781

ACTION REQUIRED:

Resolution adopting the Look-Back Measurement Method under the Patient Protection and Affordable Care Act (ACA)

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**RESOLUTION NO. _____ OF THE CITY OF BENTONVILLE
ADOPTING THE LOOK-BACK MEASUREMENT METHOD
UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT**

WHEREAS, the Patient Protection and Affordable Care Act ("ACA") added Section 4980H Shared Responsibility for Employers Regarding Health Care Coverage to Title 26 of the United States Code, the Internal Revenue Code (Section 4980H);

WHEREAS, Section 4980H imposes an assessable payment on an applicable large employer when either (1) it fails to offer "substantially all" of its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage, or it offers full-time employees (and their dependents) coverage that is either not affordable or does not provide minimum value, and (2) a full-time employee is certified to the employer as having received a subsidy for coverage through the exchange ("Assessable Payment");

WHEREAS, the City of Bentonville is considered an applicable large employer because it employed an average of at least 50 full-time and/or full-time equivalent employees on business days during the preceding calendar year;

WHEREAS, the Department of Treasury issued final regulations regarding Section 4980H, that permit the City of Bentonville to adopt a look-back measurement method in order to determine the status of an employee as full-time for purposes of determining and calculating the Assessable Payment 26 CFR Parts 1, 54, and 301, 79 Fed. Reg. 8543 (Feb. 12, 2014); and

NOW THEREFORE, be it resolved by the Mayor of the City of Bentonville as follows:

- 1) **Adoption of Look-Back Measurement Method** - The City of Bentonville hereby adopts the look-back measurement method for purposes of determining employee status under Section 4980H.
- 2) **Administration of Look-Back Measurement Method** - The City of Bentonville shall administer the look-back measurement method pursuant to (i) the periods identified in this resolution, and (ii) the guidance set forth in 26 CFR Parts 1, 54, and 301, 79 Fed. Reg. 8543 (Feb. 12, 2014) and other related notices and materials.
- 3) **Ongoing Employees** - The City of Bentonville adopts the following periods for purposes of administering the look-back measurement method with regard to all ongoing employees for the 2015 plan year and thereafter:
 - a) **Standard Measurement Period** - Starting on 10/5/2013, a 12 month standard measurement period will begin 10/5/2013 and end on 10/4/2014. Subsequent standard measurement periods will begin on October 5th and end on October 4th each year thereafter.
 - b) **Standard Administrative Period** - Starting on 10/5/2014, an 88 day administrative period for ongoing employees will begin on 10/5/2014 and end on 12/31/2014. Subsequent administrative periods for ongoing employees will begin on October 5th and end on December 31st each year thereafter.

- c) **Standard Stability Period** - Starting on 1/1/2015, a 12 month stability period for ongoing employees will begin on 1/1/2015 and end on 12/31/2015. Subsequent stability periods for ongoing employees will begin on January 1st and end on December 31st each year thereafter.
- 4) **New Employees** - The City of Bentonville adopts the following periods for purposes of administering the look-back measurement method with regard to new employees hired on or after 10/5/2013:
 - a. **Initial Measurement Period** - A 12 month initial measurement period will start the 1st of the calendar month after the new employee's hire date, unless the hire date is the first of a calendar month in which case the initial measurement period will start on that date.
 - b. **Initial Administrative Period** - An administrative period for new employees shall include
 - (i) the period from hire date to the beginning of the initial measurement period, if any, and,
 - (ii) the period following the last day of the initial measurement period through the last day of the first calendar month beginning on or after the first anniversary of the employee's hire date.
 - c. **Initial Stability Period** - A 12 month stability period for new employees will start immediately following the administrative period.
- 5) **Coverage Eligibility and Termination** – Participation in the City of Bentonville's health plan shall remain subject to eligibility requirements set forth in the plan document. Furthermore, terminations of coverage for non-payment or under-payment of plan premiums shall continue in accordance with applicable policies or procedures set forth in the plan document, employee handbook, or other pertinent materials.

I, _____, the _____ of the City of Bentonville, State of Arkansas, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by _____ on the _____ day of _____, 20__.

SIGNED: _____

DATED: This _____ day of _____, 20__.



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Jake Harper

Department

Accounting

Phone

271-6781

ACTION REQUIRED:

Resolution establishing a Purchasing Card Program with Arvest Bank and naming Jacob Harper, Assistant Finance Director, as the "Responsible Party" as required by Arvest Bank. Noting both Application and Addendum attached.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





TO: MAYOR MCCASLIN, CITY COUNCIL
FROM: JAKE HARPER, ACCOUNTING DEPARTMENT
SUBJECT: PURCHASING CARDS
DATE: 2/12/2016

I am recommending that we consolidate our credit accounts (Security Bank Card, Lowes, Walmart, store credit) into one Purchasing Card (P-Card) program provided by Arvest Bank. This program allows the city to implement a variety of controls for each P-Card including, but not limited to; a single-purchase dollar limit, a monthly and daily limit, and merchant category code (MCC) restrictions. This program would be administered by the Accounting Department.

This resolution allows us to begin a Purchasing Card program with Arvest and to name a "Responsible Party" as required by Arvest.

Now You Can Streamline Your Purchasing and Accounting Process...

All that paperwork, all that time, from requisitioning the goods and services, to processing invoices, drastically slows down the purchasing process. With the *Arvest VISA Purchasing Card*, you'll have a *one-card* solution to help you streamline the financial management of travel and entertainment costs, procurement and fleet expenses.

Learn more...

You'll be able to cut costs, eliminate paperwork, expedite delivery and improve cash flow. Instead of writing check after check to pay invoices each month, employees use their *Arvest VISA Purchasing Card*.

At the end of the month, employees receive their individual statements to review and the company receives and pays *one consolidated invoice* rather than paying multiple supplier invoices. Goods and services are obtained quicker and the reconciliation process is accelerated and more efficient. Whether you're a small company with several associates making day-to-day purchases or managing the procurement process of a large corporation, we can tailor a solution that fits your needs today and in the future.

■ Worldwide Acceptance

Accepted around the world, the *Arvest VISA Purchasing Card* is a smart, convenient way to pay for almost any business related transaction – from office supplies to airline tickets. It's also a smart financial management tool that can help you gain a consolidated picture of your company's spending through our web-based management reporting modules.

■ Save Time And Money

The Arvest VISA Purchasing Card aligns your payment program with your business needs by giving you flexibility, while maintaining a control over employee spending. It also allows you to:

- Set spending limits by department, division and employee.
- Restrict card use to specific types of purchases.
- Accommodate specialized needs, like tracking employee relocation costs, temporary services, project management and departmental expenses.

■ Cutting Edge Technology to streamline the management of travel, purchasing and fleet data.

The web-base reporting modules can be tailored to fit the needs of your business now, with the ability to grow as the needs of the company grow. With this data, your company can gain more control over spending by using the wide range of tools to:

- Integrate procurement and spending data directly into your company's financial systems.
- Support agreements and negotiations with preferred suppliers.



■ Account Management Module

Administrators have the ability to assign card limits, restrict spending on daily, monthly and transaction amounts or merchant category codes, provide card account maintenance, and quickly respond to cardholder needs in real-time.

■ Expense Management Module

Provides users and managers transaction viewing, editing, approval, data export capabilities and the ability to enter out-of-pocket expense.

■ Statement Management Module

Account summaries and activity posted since the most recent statement cycle is displayed in real-time, so users know exactly what has been spent to date.

■ Reports Management Module

Provides online access to expense data through queries and data export methods, which can be integrated into the company's expense management program, general ledger or other back-office applications.

■ Customer Service Excellence!

Not only do we have state-of-the art and sophisticated products, we pledge to provide our customers personalized service and support. We have in place a highly skilled team of experts who are specifically responsible for ensuring your success and satisfaction. From the implementation and training process, to answering questions on your Purchase Card program, we will always be here for you.

■ Security

VISA offers, at no extra charge, the *VISA Liability Waiver Program* to protect businesses from eligible losses that might be incurred through card misuse by a terminated employee.

Arvest Financial Solutions

If you're looking for a more streamlined way to manage and control expenses, or a cost savings alternative to traditional payment methods (cash or checks) or, if you are simply wanting to access detailed payment data for analysis, Arvest can help you find a payment solution to fit your needs, now and in the future. Ask a Bank Associate for additional information.

APPLY TODAY!

01_2016

► SECTION 1

► SECTION 2

Below is a complete listing of all Principal Owners* of the Company:

*Generally, those owning 20% or more of the equity of the Company.

Bank Reference Information

► SECTION 3

A Consolidated Statement summarizing all activity for each individual account will be mailed to the address indicated above. In addition, each individual cardholder will receive a statement detailing his/her transactions for the month. A Consolidated Billing statement will be sent, and the Company will submit only one monthly payment, unless otherwise noted below:

- Statement Cycle** (Circle desired day) Payment due date will be 25 days after billing.

Statement Method

- Email Notification:** *Monthly Statement* is ready for viewing, notification should be sent to:

Primary email address for Statement Notification _____

Secondary email address for Statement Notification _____

Other email address for Statement Notification _____

VISA Purchasing Card Application

► SECTION 4

Automatic Payment Plan Options-Check one		
☐ Monthly Automatic-Draft		
☐ Balance in Full	☐ Minimum Payment (as shown on monthly statement)	☐ Amount equal to 3%* of the Company's credit line
*The payment amount will be rounded to the nearest whole dollar with the understanding that the credit line may increase or decrease from time-to-time, and the payment amount may exceed the Company's required minimum monthly payment.		
☐ Weekly/Bi-Weekly Automatic-Draft		
☐ Weekly	Statement cut-off date (Please specify desired Day/Week): _____	
☐ Bi-Weekly	I understand that, 2 working days after the statement cut-off date, the account listed below will be drafted for the balance due.	
Bank Name	Bank Account Number	Bank Routing Number
Authorization I, for and behalf of the Company, hereby request Security BankCard Center Inc. ("SBC") to enroll the Company in the Automatic Payment Plan indicated above and allow the Company to automatically make monthly or weekly/bi-weekly payments to its VISA Purchasing Card account via deductions from the Company's Bank Account indicated above. By enrolling in the Automatic Payment Plan, the Company is authorizing SBC to deduct the Automatic Payment from the Company's Bank Account. The Company can still manually make payments to its account anytime. The Company has the right to cancel any Automatic Payment by providing timely written notice to SBC and/or the Bank at any time up to three days prior to the date shown on the Company's monthly statement. SBC and/or the Bank reserve the right to cancel this Automatic Payment Plan, including the Company's participation therein at any time upon notice. Returned Check Fee: A fee will be charged each time a check, automatic deduction from the Company's Bank Account, or some other form of electronic payment, is returned unpaid.		
Signature/Title (Please also print name)		

► SECTION 5

Online Access - "Full" capabilities authorizes the user to make changes to any account online or via telephone, email, fax or letter sent via USPS. "View Only" capabilities enables the user to view any and all accounts but NOT make any changes to the account. In addition, SBC will not accept a change request from a user with "View Only" capabilities.				
Capabilities	Name	Phone Number	Email Address	Preferred User Name (12 character max)
☐ Full				
☐ View ONLY				
☐ Full				
☐ View ONLY				
☐ Full				
☐ View ONLY				
☐ Full				
☐ View ONLY				

► SECTION 6

Arvest Flex Rewards Program (Optional) ☐ I would like to enroll in the Arvest Flex Rewards Program.
Signature/Title (Please also print name)

► SECTION 7

Optional restriction details (Refer to Schedule A on page 4)					
Group #1 Pump Fuel Card can be used only at automated (pay-at-the pump) fuel pumps.	Group #2 Fuel Merchants Card can be used only at automated fuel pumps and stores that sell fuel. (Does not restrict what can be purchased inside the store)	Group #3 Business Card can be used only at office supplies, hotels, car rentals, airlines, trains, bus lines, restaurants, automated fuel pumps, gas stations, & auto repair/auto services.	Group #4 Hotels Card can be used only at hotels, motels and lodges.	Group #5 Auto Parts Card can be used only at automotive parts and accessory stores.	Group #6 Auto Expense Card can be used only at new & used car and truck dealers, fuel stations, automated fuel pumps, tire sales & repair stores, wrecking & salvage yards, auto body repair shops, carwashes and towing services.

VISA Purchasing Cardholder Information Schedule A

SECTION 8

Cardholder Information. NOTE: The maximum characters in the name field is 25. To request restrictions, check the box that corresponds with the group(s) listed in Section 7 of the Application.

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

Name	Email		Phone
Monthly Credit Limit	Single Purchase Limit	Cash Advance % of Credit Limit	Cell Phone
Restrictions: ☐ None ☐ Grp 1 Pump Fuel ☐ Grp 2 Fuel Merchants ☐ Grp 3 Business ☐ Grp 4 Hotels ☐ Grp 5 Auto Parts ☐ Grp 6 Auto Expense			

VISA Purchasing Card Application

► SECTION 9

Borrowing Resolution: Indicate type of entity:

☐ Corporation, LLC	☐ Governmental Agency/Entity	☐ Not-for-Profit	☐ School System
☐ Church	☐ Sole Proprietorship	☐ Partnership	☐ Other If other, please specify: _____

Please submit the following required documents with the Application:

1. Certified resolutions authorizing Company to obtain the Purchasing Card. These resolutions must include the name of the individual authorized to sign this Application and enter into the VISA Purchasing Card Agreement. Please adopt the following resolutions and certify them below.
2. Company's tax returns and financial statements, including the balance sheet and income statement for the past two years. Also include the most recent interim financial statements.

Borrowing Resolutions:

Borrowing Resolutions are required for any entity. Please adopt the following resolutions and certify them below:

I, _____ (employee name who is certifying the resolution signature), hereby certify to Arvest Bank, Fayetteville, Arkansas, that I am the duly appointed and acting _____ of _____ ("Entity"), and further certify that the following is a true and correct copy of the resolutions adopted by Entity's Board of Directors or other similar governing body on _____, 20____, and that the resolutions have not been amended, modified or rescinded and are in full force and effect:

WHEREAS, Entity desires to establish and maintain a line of credit with Arvest Bank, Fayetteville, Arkansas ("Issuer"), governed by and subject to the terms and conditions of Issuer's VISA Purchasing Card Agreement, as amended from time to time (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED, that _____ ("Responsible Party"), for and on behalf of Entity, is hereby authorized and directed to execute and deliver Issuer's VISA Purchasing Card Application and to establish and maintain with Issuer a VISA Purchasing Card account in the name of Entity (the "Account") to enable Entity to borrow money from Issuer from time to time under the terms and conditions of the Agreement by using VISA credit cards issued by Issuer in the name of Entity (each, a "Card").

FURTHER RESOLVED, that *Responsible Party* is authorized and directed to provide Issuer a list of those employees, agents and/or representatives of Entity (each, an "Authorized Representative") who are authorized to incur charges against the Account either by using a Card of any other appropriate means, and that Issuer is hereby authorized to allow and pay on behalf of Entity any charge incurred by any Authorized Representative and to apply all such charges against the Account.

FURTHER RESOLVED, that the officers or other similar representatives of Entity are hereby authorized to pay Issuer for any and all charges incurred against, and all amounts owing on, the Account in accordance with the terms and conditions of the Agreement.

FURTHER RESOLVED, that the *Responsible Party* is hereby authorized and directed to execute and deliver such additional documents and to take such further actions as the *Responsible Party* deems in the best interest of Entity and necessary or desirable to carry out the intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto signed my name as of the _____ day of _____, 20____.

Certified by

Signature and Title

Print Name

VISA Purchasing Card Application

► SECTION 10

VISA Purchasing Card Guaranty

In order to induce Arvest Bank, Fayetteville, Arkansas ("Bank"), to issue credit to the Company under the terms and conditions of this Application and that certain VISA Purchasing Card Agreement (the "Agreement"), a copy of which has been reviewed by the undersigned, the undersigned, a principal shareholder or equity holder of the Company, hereby guarantees, absolutely and unconditionally, to the Bank the payment of all sums due to the Bank, whether at stated maturity or otherwise, under the terms of the Agreement and the credit cards issued pursuant to the Agreement (the "Cards"). This is a continuing guaranty and shall remain in full force and effect until the Agreement is terminated and the Bank is paid in full thereunder.

This is a guaranty of payment and not of collection, and the undersigned waives any right the undersigned has at law or in equity arising out of the status as guarantor, including, but not limited to, the right to require that any action be brought against the Company or any other person, or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Bank in favor of the Company or any other person. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse the Bank for all expenses (including attorneys' fees) incurred by the Bank in connection with the collection of any of the obligations of the Company. The undersigned hereby authorizes the Bank to set off without notice all sums owed by the Company against any of the undersigned's accounts at the Bank and further grants the Bank a security interest in all such accounts. The undersigned hereby acknowledges that the Agreement may be modified, renewed, extended or comprised, in whole or in part, or any default with respect thereto may be waived by the Bank, and the Bank may fail to set off, and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of the Company, or of any other person, and the undersigned shall remain bound by this Guaranty, notwithstanding such action or inaction by the Bank. The obligations of the undersigned are absolute and unconditional, and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations hereunder, or the obligations of others related to it. This agreement sets forth the entire understanding of the parties, and the undersigned waives the right to assert defenses, setoffs and counterclaims in any litigation relating to this Guaranty. The undersigned acknowledges that no oral or other agreements, conditions, promises, understandings, representations or warranties exist in regard to the obligations hereunder, except those specifically set forth herein. The undersigned waives and shall not seek to enforce or collect upon any rights the undersigned now has or may acquire against the Company, either by way of subrogation, indemnity, reimbursement or contribution, for any amount paid under this Guaranty, or by way of any other obligations whatsoever of the Company to the undersigned, until all of the obligations of the Company to the Bank have been paid in full.

This Guaranty is and shall be deemed to be a contract entered into under and pursuant to the laws of the State of Oklahoma and shall be in all respects governed, construed, applied and enforced in accordance with the laws of Oklahoma. The undersigned authorizes the Bank to make or cause to be made such credit investigations as it deems necessary or appropriate to evaluate the credit, personal or financial standing and employment of the undersigned and to share its credit experiences with the Company and the undersigned with other creditors and credit reporting agencies.

Each reference herein to Bank shall be deemed to include its successors and assigns in whose favor the provisions of this Guaranty shall also enure. Each reference herein to the undersigned shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this Guaranty. The term "undersigned" as used herein shall, if this instrument is signed by more than one party, means the "undersigned and each of them", and the liability of each of the undersigned shall be joint and several with the other of the undersigned. No delay on the part of the Bank in exercising any rights hereunder, or failure to exercise the same, shall operate as a waiver of such right; no notice to or demand on the undersigned shall be deemed a waiver of the obligation of the undersigned or of the right of the Bank to further action without notice or demand as provided herein; and in no event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing, signed by an authorized officer of the Bank. Any such waiver shall be applicable with respect to the specific instance for which given.

Signature & Information of Guarantor

PRINT NAME OF GUARANTOR	SOCIAL SECURITY #	SIGNATURE	DATE
PRINT NAME OF GUARANTOR	SOCIAL SECURITY #	SIGNATURE	DATE
PRINT NAME OF GUARANTOR	SOCIAL SECURITY #	SIGNATURE	DATE

The parties above are signing independently and as a personal guarantor(s). Do not include titles.

► SECTION 11

Activate CenterSuite Modules: Completed by Security BankCard Center or Bank Associate

☐ Statement ☐ Accounts ☐ Reports ☐ Expenses

► SECTION 12

Bank Use Only			
Referring Associates(s)	Associate ID (s)	Bank	Branch Stamp
SBC Purchasing Card Acct Mgr	Associate ID (s)	Location	Notes

VISA Purchasing Card Agreement

► SECTION 13

The information about the costs of the cards described in this application is accurate as of January 2016. This information may have changed after that date. To find out what may have changed, call us at 1-800-356-8085 or write to us at P.O. Box 6139 Norman, OK 73070 or go to www.securitybankcard.com.

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances	0% Introductory APR for 6 months. After that, your APR will be 10.49% variable for Elite* Purchasing VISA Accounts; 14.49% for Premier* Purchasing VISA Accounts. Your APR will vary with the market based on the Prime Rate.
Variable Rate Information	Your APR may vary. The non-introductory rate for purchases, cash advances, and balance transfers is determined monthly by adding 6.99% for Elite Purchasing VISA Accounts or 10.99% for Premier Purchasing VISA Accounts to the highest U.S. Prime Rate published in <i>The Wall Street Journal</i> on the 10th day (or prior business day) of the prior month.
Penalty APR and When It Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None

FEES

Annual Fees	None
Transaction Fees: • Balance Transfer • Cash Advance • Foreign Transaction	None Either \$4 or 4% of the amount of each cash advance, whichever is greater. 1% of each transaction in U.S. dollars.
Penalty Fees: • Late Payment: • Over the Credit Limit: • Returned Payment:	\$29 \$29 \$29

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

* Your application is a request for an account with either Elite or Premier Pricing. We will first consider you for the pricing with the lowest rates. We determine your APR based on a review of your application and credit history.

DATED SIGNATURES (REQUIRED)

Company, by the authorized individual(s) signing below, represents and warrants to Arvest Bank, Fayetteville, Arkansas ("Issuer") that Company will be legally obligated to pay for Purchases, Cash Advances and all Other charges incurred by those employees given a VISA Purchasing Card. Subject to applicable law, Company will be liable and obligated to pay for all Purchases and Cash Advances made by use of the Cards, whether or not such use was authorized or unauthorized, and whether or not there was actual, implied, or apparent authority for such use. Company will be liable for all amounts incurred (whether billed or unbilled) prior to the time that (a) Company has contacted Issuer verbally (and confirms such verbal notification in writing within five (5) business days) advising Issuer that an employee is no longer authorized to use the Card, and (b) Company obtains the Card issued to such employee and returns it to Issuer. Capitalized terms not otherwise defined herein shall have the same meaning as specified in the Cardholder Agreement and Disclosure Statement (the "Agreement"), a copy of which shall be delivered with each Card authorized hereunder. Each undersigned hereby acknowledges that the use of each such Card is governed by the terms and conditions of the Agreement, as it may be amended from time to time. The Card(s) is/are issued by Issuer, through its processing subsidiary, Security BankCard Center, Inc.

Authorized Signature(s) (Dated Signatures Required)

X				X			
SIGN HERE	Title	Date		SIGN HERE	Title	Date	
X				X			
SIGN HERE	Title	Date		SIGN HERE	Title	Date	

**Addendum to the City of Bentonville, Arkansas
Purchasing Card Agreement**

This Addendum to the VISA Purchasing Card Agreement (the "Addendum") is made and entered into as of the ____ day of _____, 2016, by and between the City of Bentonville, AR (the "City") and Arvest Bank, Fayetteville, Arkansas ("Arvest"), with reference to the following:

WHEREAS, the City desires to enter into Arvest's VISA Purchasing Card Agreement (the "Agreement") but is prohibited from incurring debt as contemplated under the terms of the Agreement; and

WHEREAS, Arvest and the City desire to amend the Agreement to provide, among other things, that the City must pay the New Balance in full each month by the Payment Due Date in order to allow the City to avoid the Constitutional prohibition against the City issuing an unauthorized interest bearing evidence of indebtedness; and

WHEREAS, capitalized terms not otherwise defined herein shall have the same meaning as specified in the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual terms and provisions set forth in this Addendum, Arvest and the City hereby agree to amend the Agreement as follows:

1. Payment in Full. The City is prohibited from incurring debt under the Agreement and, therefore, cannot agree to pay interest on its Purchases. Accordingly, Arvest agrees that no Finance Charge will be imposed on any Purchases charged to the Account. In consideration thereof, the City hereby agrees to pay the New Balance shown on each statement in full by the Payment Due Date and understands that it will not have the option to make a Minimum Payment. The parties agree that the concept of a "Minimum Payment" is eliminated from the Agreement. The City acknowledges and understands that its failure to pay the New Balance in full as required by this Addendum shall constitute a default under the Agreement and provide Arvest the right, at its option, to immediately terminate the Agreement and exercise any or all of its rights thereunder.

2. Delinquency Fee. The City agrees to pay a Delinquency Fee with respect to any portion of the New Balance that is not paid in full by the Payment Due Date (the "Delinquent Amount"). The parties agree that the Delinquency Fee shall be the greater of either \$50 or 1% of the Delinquent Amount. Arvest shall have the right to charge a Delinquency Fee for each 30 day period after the Payment Due Date that the Delinquent Amount remains unpaid.

3. Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of any state or federal court located in Benton County, Arkansas, over any matter, controversy or claim arising out of or relating to the Agreement.

4. Continuing Effect; Conflicts. Except as specifically amend herein, the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between any of the terms and provisions hereof and the Agreement, this Addendum shall be deemed to control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

City of (Name)

By: _____

Name: _____

Title: Mayor

ARVEST BANK

By: _____

Name: _____

Title: _____

**RESOLUTION NO. _____ OF THE CITY OF BENTONVILLE
ESTABLISHING A PURCHASING CARD PROGRAM WITH ARVEST BANK AND
NAMING JACOB HARPER AS THE RESPONSIBLE PARTY AS REQUIRED BY ARVEST
BANK**

WHEREAS, the City of Bentonville desires to establish and maintain a line of credit with Arvest Bank, Fayetteville, Arkansas ("Issuer"), governed by and subject to the terms and conditions of Issuer's VISA Purchasing Card Agreement, as amended from time to time (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED, that Jacob Harper ("*Responsible Party*"), for and on behalf of the City of Bentonville, is hereby authorized and directed to execute and deliver Issuer's VISA Purchasing Card Application and to establish and maintain with Issuer a VISA Purchasing Card account in the name of the City of Bentonville (the "Account") to enable the City of Bentonville to borrow money from Issuer from time to time under the terms and conditions of the Agreement by using VISA credit cards issued by Issuer in the name of the City of Bentonville (each, a "Card").

FURTHER RESOLVED, that *Responsible Party* is authorized and directed to provide Issuer a list of those employees, agents and/or representatives of the City of Bentonville (each, an "Authorized Representative") who are authorized to incur charges against the Account either by using a Card of any other appropriate means, and that Issuer is hereby authorized to allow and pay on behalf of the City of Bentonville any charge incurred by any Authorized Representative and to apply all such charges against the Account.

FURTHER RESOLVED, that the officers or other similar representatives of the City of Bentonville are hereby authorized to pay Issuer for any and all charges incurred against, and all amounts owing on, the Account in accordance with the terms and conditions of the Agreement.

FURTHER RESOLVED, that the *Responsible Party* is hereby authorized and directed to execute and deliver such additional documents and to take such further actions as the *Responsible Party* deems in the best interest of the City of Bentonville and necessary or desirable to carry out the intent of the foregoing resolutions.

I, _____, the _____ of the City of Bentonville,
State of Arkansas, hereby certify the above and foregoing to be a full, true and correct copy
of a resolution adopted by _____ on the _____ day of
_____, 20__.

SIGNED: _____

DATED: This _____ day of _____, 20__.



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Adopt a revised Domestic Violence policy, General Order 56, for the Police Department Policy and Procedures manual. See attached proposed updated policy and existing policy with changes notated.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Bentonville Police Department

General Order 56 DOMESTIC VIOLENCE

Effective Date: August 20, 1998
Annual Review Date: December
Issuing Authority: James Allen, Chief of Police
Amending Authority: Jon Simpson, Chief of Police
Revision Date: February 23, 2016

PURPOSE

Foremost, this policy will help to ensure the safety of officers in domestic situations by establishing a formatted response and reporting format. Officers will have a working knowledge of the Domestic Violence State Law and the cycle of abuse which it addresses. Whereas domestic violence cases have been recognized as some of the most complex and difficult cases to investigate, this department will take measures to ensure that these cases are handled with precision and attention to detail. Through quality investigations the Bentonville Police Department can help to restore trust in law enforcement that many victims have lost.

POLICY

To establish competent, safe, knowledgeable response to domestic incidents assuring the safety of the victim as well as perpetrator and officer. To develop a report with statements, excited utterances, and pictures to ensure prosecution and a conviction. To investigate and submit cases for persecution that will ensure the domestic violence offender is held accountable for their actions. Additionally, to handle domestic violence cases with tactics designed to reduce the risk injury to the victim, officer, and offender.

PROCEDURES

56.1

Domestic Violence Training

56.1.1 TRAINING

Department training will minimize the risk of liability to the department. The training objectives will include: learning relevant law, provide department policy to officers, monitor policy compliance, and build a strong data collection on batterers. Each officer will receive an eight-hour training course bi-annually eight hours of training annually provided by a departmentally approved training source. This course will focus on changes in the domestic law, evaluate responses to—and include role-play exercises for a consistent response between officers training will focus on changes in the domestic laws and evaluate effective responses to domestic violence incidents. In addition, there will be extensive training on interviewing techniques, photography techniques, and victim safety.

56.2

Response

56.2.1 FORMATTED RESPONSE

The BENTONVILLE POLICE DEPARTMENT response to domestic calls will follow the following format:

- DISPATCH OF INITIAL CALL

Rev. 2-23-16

The dispatcher telecommunicator who receives a domestic battery violence call can provide the responding officers with vital information that could save the victim's and the officer's life. The dispatcher telecommunicator will give a domestic call the same priority as any other life-threatening call and will, whenever possible, dispatch at least two officers to every incident. Dispatch-Telecommunicators relay facts of the incident helping to provide reasonable suspicion or probable cause that a crime has occurred or is occurring. In addition to information normally gathered, an effort should be made to determine and relay the following to responding officers:

- * Whether the suspect is present and, if not, the suspect's description and possible whereabouts;
- * Whether weapons are involved;
- * Whether the offender is under the influence of drugs or alcohol;
- * Whether there are children present;
- * Whether the victim has a current Protective or restraining No Contact Order; or
- * Complaint history at that location.

Dispatchers Telecommunicators shall not cancel police response to a domestic violence Complaint based solely on a follow-up call from the residence requesting such cancellation. However, the dispatcher telecommunicator shall advise the officers of the complainant's request.

- OFFICER RESPONSE TO INITIAL CALL

- The PRIMARY UNIT will be responsible for communicating with dispatch; Secure all information possible regarding the existence of any PROTECTION ORDERS, any OUTSTANDING WARRANTS, or the existence of any CRIMINAL HISTORY
- Request information on type of violence and any WEAPONS involved
- Secure that a BACKUP UNIT will also be responding

- APPROACH AND ARRIVAL

- Immediate Response; Plot out arrival with a BACKUP UNIT
- Refrain from using emergency lights and siren unless the situation or your supervisor dictates it
- Attempt to not park directly in front of the house
- Use caution while approaching the residence; Visibly and audibly survey the area for threats
- Take note of any damage, witnesses, passing people or vehicles
- Take up a position of advantage at the door; Announce your presence, request permission to enter from a responsible party

FORCED ENTRY-If denied entry into the residence, you may

have to force your entry with probable cause if you believe it is necessary to protect the health, safety, or well-being of persons inside

- CONTACT WITH VICTIM AND SUSPECT

- VISUALLY SCAN the room prior to entry for potential threats (Be cautious of areas common to weapon storage or concealment.)
- ACCOUNT for where everyone is in the residence (including children)
- ASSESS the need for emergency medical attention

- TAKE CONTROL

- SEPARATE PARTICIPANTS, if possible, out of sight and sound. Officers should not isolate themselves from the sight of the assisting officer.
- *Do not assume* the victim will always be the female in the situation. Take account of injury locations and victims' locations.
- Obtain statements and assess physical evidence
- Cuts, bruises, welts, or broken doors, furniture, glass breakage, damaged cell phones, as well as the landline phone cord (Is it intact?)
- Observe signs of fear or intimidation in victim, other persons present, and children
- Depending on the type of crime, scan and ~~seure~~ secure scene for evidence purposes.
- Establish who the owner of the home is for permission to search. If the owner is the suspect, but lives with the victim establish common domain for a legal search. **TAKE PICTURES OF THE SCENE** (Be Aware of Current Search and Seizure Requirements: i.e. Consent vs. Search Warrant)
- NO VISIBLE INJURIES- note complaints of pain, note signs of difficulty in movement, victim protecting certain body parts, simply ask the victim if there is any pain, ask the victim where the pain is located. Consider using a pain scale (1-10) to better understand the level of pain described.

- ARREST VS. NO ARREST

Arresting the abuser in a domestic violence case is an effective tool for ensuring victim safety and holding the abuser accountable for his/her actions. **ARREST WILL BE THE PREFERRED ACTION OF THIS DEPARTMENT WITH PROBABLE CAUSE.**

(ARKANSAS CODE ANNOTATED, SECTION 16-81-113)

*The arresting officer shall consider the philosophy of the prosecutor at all times:
How can we prove this case without the participation of the victim?*

- **Arrest procedure**- Once the officer has established probable cause, the suspect will be placed under arrest and transported to the Bentonville Police Department Detention Area. If the suspect has a prior conviction for Domestic Battery; **CID is to be immediately notified of the felonious arrest.**

The suspect will be **fingerprinted** and read his/her **constitutional rights**. If possible, a **statement** will be taken; followed by **photos** of the **suspect** and **any injuries**. The suspect will then be transported to the Benton County Jail to be held for a **BOND HEARING**.

If the suspect is not on the scene, the officer will follow the Arkansas Rules of Criminal Procedure, Rule 4.1 (a)(iv) and Arkansas Code Annotated, Section 16-81-113 for a four or twelve hour warrantless arrest.

- **NOTE**- It will be preferable to charge regular Battery instead of Domestic Battering where there is *physical injury* for better sentencing provisions:

* by means of a firearm (5-13-201(a)(7)	Class B Felony
* to a pregnant woman—causing miscarriage or stillbirth (5-13-201(a)(5)	Class B Felony
* to a person over age 60 (5-13-202(a)(4)(c)	Class D Felony
* to a person under age 12 (5-13-202(a)(4)(c)	Class D Felony

- **NO ARREST**- In the event there is no arrest, the primary responding officer will be responsible for completing an offense report outlining the incident and reason no arrest was made.

CID is to be notified of all domestic violence arrests/reports. The case report shall be completed by the end of shift and submitted to the Immediate Attention / Bond Hearing review level.

- THE VICTIM

The Bentonville Police Department ~~will~~ shall take an active role in not only the arrest but the prosecution of the batterers and victim safety. Therefore, each officer will obtain comprehensive statements and photographs for a possible victimless prosecution. Officers will provide avenues of safety to the victim after the arrest by referring or transporting to service providers within our city area.

STATEMENTS- A taped recorded formal statement ~~will~~ shall be taken from the victim as soon as the scene and suspect have been secured. If at all possible, the officer will escort the victim to the Bentonville Police Department for the interview. This will provide valuable evidence to the court, in the event the victim refuses to testify. A taped recorded statement will alleviate any lapses in an officers ~~officer's~~ memory. Officers will also consider carrying a ~~mini-tape~~ recorder to activate upon arrival at the scene. If the victim will have a prolonged stay at a hospital, the officer will obtain the best interview possible under the circumstances.

PHOTOGRAPHS- The officer ~~will~~ shall take photos of each injury and obtain an explanation from the victim for the injury. ~~The officer, at his/her discretion, will make arrangements to take follow-up photographs of the injuries within the next twenty-four hours.~~ Follow-Up photographs will be the responsibility of CID.

911 CALLS- The arresting officer ~~will~~ shall review the 911 tape of the initial domestic call. If deemed helpful to establish the domestic situation, a copy of the 911 call will be made and entered into ~~evidence at the Bentonville Police Department~~ the case report.

- THE CHILDREN

The children may provide the most accurate account of the events. If the children are verbal; get on their level and talk to them. Do not talk to them in the presence of their parent. Reassure the child they are not responsible nor are they in any trouble. Ask about the present incident and any previous incidents. (If the child discloses abuse that has happened to them, please notify CID for the possibility of a CAC interview). Explain that you are going to attempt to get a safe place for them to stay.

~~- Secure a bed at the shelter for the children and their parent.~~

- Consider Contacting a relative with which the victim and children can stay.

- If the victim is hospitalized, request the name of a responsible relative with whom the child can remain. If the victim is unable to provide reliable information, contact the on-call Department of Human Services representative for a temporary placement.

- VICTIM AND CHILD SAFETY / LAURA'S LAW REQUIREMENTS

In accordance with Arkansas Code Annotated, section 12-12-108, The responding officer will Complete the Laura's Law Lethality Assessment with the victim. DO NOT COMPLETE THE ASSESSMENT IN THE PRESENCE OF THE OFFENDER.

The Laura's Law Lethality Assessment will be completed and included in the case report.

When appropriate, advise all parties about the criminal nature of family violence, its potential for escalation, and that help is available. Suggest what to do if the suspect or the suspect's companions or family threatens or otherwise intimidates him or her.

- Secure medical treatment for victims as needed.

~~- In accordance with Arkansas Code Annotated, section 16-90-1107, the officer will help to ensure the victim's safety after the arrest by providing a safety plan provide the victim with a Laura's Card pamphlet containing updated referral information. which will be provided to each~~

officer for storage in their unit.

~~- Officers will attempt to make contact with the shelter for the victim to provide temporary shelter and assistance. If the victim refuses to utilize the shelter, officers will assist the victim in any reasonable manner to ensure their safety.~~

~~- Remain on the scene to preserve the peace as one person removes personal property; Allow the person to remove such property as may be necessary for departure only.~~

~~- In circumstances where the victim is in fear that the suspect will return to the residence or if the victim has nowhere else to go, refer them to the Northwest Arkansas Women's Shelter.~~

- REFERRAL ADDITIONAL INFORMATION

~~- Advocates for Battered Women at (501) 442-9811 and Crisis Line at (501) 273-0730 for support and consultation.~~

~~- Bentonville Police Department, (501) 271-3170, where additional case information can be directed to or from where it can be obtained.~~

~~- Benton County Prosecutor's Office Victim/Witness Program, (501) 271-1030, for appropriate arrest warrants if an offense occurred but was not a battery and did not occur within the past four hours or the perpetrator was not apprehended.~~

~~- Benton County Department of Human Services, (501) 273-9011. For financial aid services and mental health referrals.~~

~~- Further, the The Bentonville Police Department will participate in county programs aimed at Domestic Violence Awareness and Prevention. A Bentonville Police Department representative will attend Benton County Task Force meetings to help to develop and promote victim safety.~~

Bentonville Police Department

General Order 56 DOMESTIC VIOLENCE

Effective Date:	August 20, 1998
Annual Review Date:	December
Issuing Authority:	James Allen, Chief of Police
Amending Authority:	Jon Simpson, Chief of Police
Revision Date:	February 23, 2016

PURPOSE Whereas domestic violence cases have been recognized as some of the most complex and difficult cases to investigate, this department will take measures to ensure that these cases are handled with precision and attention to detail. Through quality investigations the Bentonville Police Department can help to restore trust in law enforcement that many victims have lost.

POLICY To investigate and submit cases for persecution that will ensure the domestic violence offender is held accountable for their actions. Additionally, to handle domestic violence cases with tactics designed to reduce the risk injury to the victim, officer, and offender.

PROCEDURES

56.1 Domestic Violence Training

56.1.1 TRAINING

Department training will minimize the risk of liability to the department. The training objectives will include: learning relevant law, provide department policy to officers, monitor policy compliance, and build a strong data collection on batterers. Each officer will receive eight hours of training annually provided by a departmentally approved training source. This training will focus on changes in the domestic laws and evaluate effective responses to domestic violence incidents. In addition, there will be extensive training on interviewing techniques, photography techniques, and victim safety.

56.2 Response

56.2.1 FORMATTED RESPONSE

The BENTONVILLE POLICE DEPARTMENT response to domestic calls will follow the following format:

- DISPATCH OF INITIAL CALL

The telecommunicator who receives a domestic violence call can provide the responding officers with vital information that could save the victim's and the officer's life. The telecommunicator will give a domestic call the same priority as any other life-threatening call and will, whenever possible, dispatch at least two officers to every incident. Telecommunicators relay facts of the incident helping to provide reasonable suspicion or probable cause that a crime has occurred or is occurring. In addition to information normally gathered, an effort should be made to determine and relay the following to responding officers:

Rev. 2-23-16

- * Whether the suspect is present and, if not, the suspect's description and possible whereabouts;
- * Whether weapons are involved;
- * Whether the offender is under the influence of drugs or alcohol;
- * Whether there are children present;
- * Whether the victim has a current Protective or No Contact Order; or
- * Complaint history at that location.

Telecommunicators shall not cancel police response to a domestic violence Complaint based solely on a follow-up call from the residence requesting such cancellation. However, the telecommunicator shall advise the officers of the complainant's request.

- OFFICER RESPONSE TO INITIAL CALL

- The PRIMARY UNIT will be responsible for communicating with dispatch; Secure all information possible regarding the existence of any PROTECTION ORDERS, any OUTSTANDING WARRANTS, or the existence of any CRIMINAL HISTORY
- Request information on type of violence and any WEAPONS involved
- Secure that a BACKUP UNIT will also be responding

- APPROACH AND ARRIVAL

- Immediate Response; Plot out arrival with a BACKUP UNIT
- Refrain from using emergency lights and siren unless the situation or your supervisor dictates it
- Attempt to not park directly in front of the house
- Use caution while approaching the residence; Visibly and audibly survey the area for threats
- Take note of any damage, witnesses, passing people or vehicles
- Take up a position of advantage at the door; Announce your presence, request permission to enter from a responsible party

FORCED ENTRY-If denied entry into the residence, you may have to force your entry with probable cause if you believe it is necessary to protect the health, safety, or well-being of persons inside

- CONTACT WITH VICTIM AND SUSPECT

- VISUALLY SCAN the room prior to entry for potential threats (Be cautious of areas common to weapon storage or concealment.)

Rev. 2-23-16

- ACCOUNT for where everyone is in the residence (including children)

- ASSESS the need for emergency medical attention

- TAKE CONTROL

- SEPARATE PARTICIPANTS, if possible, out of sight and sound. Officers should not isolate themselves from the sight of the assisting officer.

- *Do not assume* the victim will always be the female in the situation. Take account of injury locations and victims' locations.

- Obtain statements and assess physical evidence

- Cuts, bruises, welts, or broken doors, furniture, glass breakage, damaged cell phones, as well as the landline phone cord (Is it intact?)

- Observe signs of fear or intimidation in victim, other persons present, and children

- Depending on the type of crime, scan and secure scene for evidence purposes.

- Establish who the owner of the home is for permission to search. If the owner is the suspect, but lives with the victim establish common domain for a legal search. **TAKE PICTURES OF THE SCENE** (Be Aware of Current Search and Seizure Requirements: i.e. Consent vs. Search Warrant)

- NO VISIBLE INJURIES- note complaints of pain, note signs of difficulty in movement, victim protecting certain body parts, simply ask the victim if there is any pain, ask the victim where the pain is located. Consider using a pain scale (1-10) to better understand the level of pain described.

- ARREST VS. NO ARREST

Arresting the abuser in a domestic violence case is an effective tool for ensuring victim safety and holding the abuser accountable for his/her actions. **ARREST WILL BE THE PREFERRED**

ACTION OF THIS DEPARTMENT WITH PROBABLE CAUSE.

(ARKANSAS CODE ANNOTATED, SECTION 16-81-113)

*The arresting officer shall consider the philosophy of the prosecutor at all times:
How can we prove this case without the participation of the victim?*

- **Arrest procedure-** Once the officer has established probable cause, the suspect will be placed under arrest and transported to the Bentonville Police Department Detention Area.

The suspect will be **fingerprinted** and read his/her **constitutional rights**. If possible, a **statement** will be taken; followed by **photos** of the **suspect** and **any injuries**. The suspect will then be transported

to the Benton County Jail to be held for a **BOND HEARING**.

If the suspect is not on the scene, the officer will follow the Arkansas Rules of Criminal Procedure, Rule 4.1 (a)(iv) and Arkansas Code Annotated, Section 16-81-113 for a four or twelve hour warrantless arrest.

- **NO ARREST**- In the event there is no arrest, the primary responding officer will be responsible for completing an offense report outlining the incident and reason no arrest was made.

CID is to be notified of all domestic violence arrests/reports. The case report shall be completed by the end of shift and submitted to the Immediate Attention / Bond Hearing review level.

- THE VICTIM

The Bentonville Police Department will take an active role in not only the arrest but the prosecution of the batterers and victim safety. Therefore, each officer will obtain comprehensive statements and photographs for a possible victimless prosecution. Officers will provide avenues of safety to the victim after the arrest by referring or transporting to service providers within our area.

STATEMENTS- A recorded formal statement shall be taken from the victim as soon as the scene and suspect have been secured. If at all possible, the officer will escort the victim to the Bentonville Police Department for the interview. This will provide valuable evidence to the court, in the event the victim refuses to testify. A recorded statement will alleviate any lapses in an officer's memory. Officers will also consider carrying a recorder to activate upon arrival at the scene. If the victim will have a prolonged stay at a hospital, the officer will obtain the best interview possible under the circumstances.

PHOTOGRAPHS- The officer shall take photos of each injury and obtain an explanation from the victim for the injury. Follow-Up photographs will be the responsibility of CID.

911 CALLS- The arresting officer shall review the 911 recording of the initial domestic call. If deemed helpful to establish the domestic situation, a copy of the 911 call will be made and entered into the case report.

- THE CHILDREN

The children may provide the most accurate account of the events. If the children are verbal; get on their level and talk to them. Do not talk to them in the presence of their parent. Reassure the child they are not responsible nor are they in any trouble. Ask about the present incident and any previous incidents. (If the child discloses abuse that has happened to them, please notify CID for the possibility of a CAC interview). Explain that you are going to attempt to get a safe place for them to stay.

Rev. 2-23-16

- Consider contacting a relative with which the victim and children can stay.

- If the victim is hospitalized, request the name of a responsible relative with whom the child can remain. If the victim is unable to provide reliable information, contact the on-call Department of Human Services representative for a temporary placement.

- VICTIM AND CHILD SAFETY / LAURA'S LAW REQUIREMENTS

In accordance with Arkansas Code Annotated, section 12-12-108, The responding officer will Complete the Laura's Law Lethality Assessment with the victim. (See Appendix – Lethality Assessment) **DO NOT COMPLETE THE ASSESSMENT IN THE PRESENCE OF THE OFFENDER.**

The Laura's Law Lethality Assessment will be completed and included in the case report.

When appropriate, advise all parties about the criminal nature of family violence, its potential for escalation, and that help is available. Suggest what to do if the suspect or the suspect's companions or family threatens or otherwise intimidates him or her.

- Secure medical treatment for victims as needed.

- In accordance with Arkansas Code Annotated, section 16-90-1107, the officer will provide the victim with a Laura's Card pamphlet containing updated referral information.

- Remain on the scene to preserve the peace as one person removes personal property; Allow the person to remove such property as may be necessary for departure only.

- In circumstances where the victim is in fear that the suspect will return to the residence or if the victim has nowhere else to go, refer them to the Northwest Arkansas Women's Shelter.

- ADDITIONAL INFORMATION

- The Bentonville Police Department will participate in county programs aimed at Domestic Violence Awareness and Prevention.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING CERTAIN AMENDMENTS
TO THE POLICY AND PROCEDURE MANUAL FOR THE
BENTONVILLE POLICE DEPARTMENT.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Policy and Procedure Manual for the Bentonville Police Department be amended to include certain changes to General Order 56, Domestic Violence policy, as set forth in the Amended General Order of the Chief of Police attached hereto.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
x	Budget Adjustment		
	Change Order		
	Informational		
x	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget Adjustment and Waiver of Bid to increase our fleet by one vehicle with the purchase of a 2016 Chevrolet Camaro. The vehicle would be used exclusively for public relations efforts and youth programs. (A) The Budget adjustment will allow private donation funds, in the amount of \$30,000, to be used to purchase this vehicle and also upfit it with police equipment. These donated funds would result in both the vehicle, and initial vehicle set up, being at no cost to the city. (B) The Waiver of Bid will allow the purchase of this vehicle from Superior Chevrolet Buick GMC of Siloam Springs, Arkansas. Chevrolet Camaros are not available on Arkansas State Bid. Superior has been the source for Bentonville Police Department vehicles for the past 2 years by matching State Bid pricing. Superior will provide this vehicle to our specifications for \$27,527 (MSRP \$29,685) and also upfit the vehicle with the necessary police equipment and wiring at an approximate additional cost of \$2,500. Superior Chevrolet Buick GMC is the only Chevrolet dealer in NWA that provides this police upfitting service.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>2/23/2016</u>	
Requested by:	<u>Chief Jon Simpson</u>	
Department:	<u>Police Department</u>	
DESCRIPTION OF REQUEST:		
Type of Equipment:	<u>Camaro and upfitting</u>	
Year & Model:	<u>2016 Chevrolet Camaro</u>	
Serial #	<u>1G1FB1RS7G0137244</u>	
To Be Purchased From:	<u>Superior Chevrolet Buick GMC</u>	
	<u>490 HWY 412 E</u>	
	<u>Siloam Springs, AR 72761</u>	
Amount:	Base Amount:	<u>\$27,527.00</u>
	Tax:	<u> </u>
	*Other:	<u>\$2,500.00</u>
	TOTAL	<u>\$ 30,027.00</u>
* List all other costs: (not to exceed above detailed budgeted amount)		
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:		
Purchase and set up of a 2016 Chevrolet Camaro for Public Relations and Youth Programs. Superior Chevrolet Buick GMC has been the source for Bentonville Police Department vehicles for the past 2 years by matching Arkansas State Bid Pricing. Chevrolet Camaros are not on State Bid. Superior will provide this vehicle to our specifications for \$27,527 (MSRP \$29,685), and also upfit the vehicle with needed equipment and wiring with a lifetime warranty on the installation. Superior is the only Chevrolet dealer in NWA that provides this upfitting service.		
<u> </u> Department Head		<u> </u> Director of Finance & Administration

Revised 6-18-99

BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: February 23, 2016

[illegible]

Justification:

Private donation to purchase a 2016 Chevrolet Camaro to be used as a public relations and youth program vehicle. \$30,000 will provide for the procurement of the vehicle itself (\$27,527) and also the police equipment upfitting.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE A VEHICLE FROM SUPERIOR CHEVROLET BUICK GMC OF SILOAM SPRINGS FOR THE BENTONVILLE POLICE DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Chevrolet Buick GMC of Siloam Springs, Arkansas for the purchase of a 2016 Chevrolet Camaro and associated police equipment for the Bentonville Police Department in an amount not to exceed \$30,027.00.

Section 2: Because Superior is the only Chevrolet dealer in NWA that provides law enforcement upfitting service and has been the source for Bentonville Police Department vehicles for the past 2 years by meeting State Bid pricing and because this vehicle is not on State Bid, but Superior has agreed to provide the vehicle within our specifications with required upfitting at a fair and reasonable price, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council declare certain items as being surplus, namely four (4) wheels and tires from the Police Department's federal surplus acquired High Mobility Multi Wheeled Vehicle (HMMVV/Hummer approved by council December 10, 2013). This Hummer is a 1984 year model and the tires, as mounted on two piece wheels with run flat inserts, were aging and showing signs of deterioration. Newer, upgraded military specification tires and wheels have been sourced and installed. The removed tires and wheels can be traded to Fast Auto Center for 3 hours labor credit (approximate \$300 trade value) on future vehicle upfitting and/or repair.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE POLICE
DEPARTMENT AS SURPLUS PROPERTY.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to declare three (3) no longer in service Ford Crown Victoria Police Interceptor patrol division vehicles as surplus property. The three vehicles include the following model year, unit numbers, and VIN numbers and have been replaced with new vehicles as part of the 2015 budget: 2008 model year, unit 2010-60, VIN: 2FAFP71V98X162804, 2009 model year, unit 2010-74, VIN: 2FAHP71V59X135609, and 2009 model year, unit 2010-76, VIN: 2FAHP71V19X135607. All three vehicles were previously used as marked patrol cars and are equipped with lightbars, sirens, partitions, hard back seats, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, these three vehicles can be transferred to the City of Pea Ridge Police Department with lightbars, sirens, partitions, and other law enforcement specific equipment intact. The Pea Ridge Police Department would use two of these police cars to support their recently expanded School Resource Officer (SRO) program. The third car could be utilized as a spare/spare parts vehicle. Transferring ownership of these retired police vehicles in this manner represents a responsible and safe disposition of this sort of vehicle and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment. It also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships and supports law enforcement and public safety in Northwest Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE POLICE
DEPARTMENT AS SURPLUS PROPERTY.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bidding for a comprehensive art program provider for Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>2/17/2016</u>		
Requested by:	<u>David Wright</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>N/A</u>		
Year & Model:	<u>N/A</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Abrakadoodle</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	<u></u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$	<u>-</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Abrakadoodle is a local franchise of a national art based company who offers a comprehensive art program. Where there are many art based programs in the region, Abrakadoodle is the only local company who will offer the necessary number of art camps (14 during the summer), as well as youth and adult programs throughout the year. With these programs, Parks and Recreation markets and promotes the programs, collects registration fees and houses the programs. At the conclusion of the camp, BPR pays Abrakadoodle a fee based on the number of participants in the program. The fee is based on a 60% / 40% split of the gross revenue of the program.			
Department Head		Director of Finance & Administration	

Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 8, 2016
Re: City Council approval of an ordinance waiving competitive bidding and awarding a contract to Abrakadoodle to provide a comprehensive art program for Bentonville Parks and Recreation.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding and awarding a contract to Abrakadoodle to provide a comprehensive art program for Bentonville Parks and Recreation.

In 2013, Parks and Recreation began partnering with Abrakadoodle to offer art based summer camps through our Camp Bentonville program. For two years, we successfully hosted half-day summer camps based at the Downtown Activity Center. These popular programs repeatedly maxed out with participation. When we opened the Bentonville Community Center in June 2016, the facility allowed us to expand the number of art based programs offered to our citizens. Like many of our programs, the participation numbers increased dramatically. The increased number of programs, participants and revenue takes our income / expenses amount over the threshold to conduct a formal bid for services.

Bentonville Parks and Recreation is responsible for working with the vendor (Abrakadoodle) and determining the program schedule for the year. After the schedule is created, BPR promotes and registers participants for the program. BPR pays Abrakadoodle 60% of the gross revenue and retains 40% for our operational expenses.

When considering a formal bid for services, we are quick to realize there are no other local programs like Abrakadoodle in the region. There are definitely other art based programs in Bentonville and Northwest Arkansas. Many of these programs offer art classes and programs for specific age groups. However, Abrakadoodle is the only organization offering more than 20 programs, all of which are at our location, including but not limited to multiple weekly summer camps, mother / tot art classes, recreation based art programs, home school art classes, and adult classes. Bentonville Parks and Recreation and Abrakadoodle are scheduled to offer four (4) art based programs per month, and four (4) week long summer camps.

As with all of BPR's programs, Abrakadoodle staff members are required to pass criminal background checks.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:

Abrakadoodle Contract



Joy Davis
Abrakadoodle Programs of
Northwest Arkansas
4023 N. Zion Valley
Fayetteville, AR 72703
(479) 871-8948

January 15, 2016

Chris Cuchia
Program Director
Bentonville Community Center
1101 SW Citizens Circle
Bentonville, AR, 72712

Dear Mr. Chris Cuchia:

We are very excited that you have chosen to incorporate Abrakadoodle Art Education programs into your program lineup. This letter outlines the basic arrangement between your Community Center and Abrakadoodle. Please review the details provided to ensure that there is mutual agreement regarding the terms. If you find any discrepancies, please notify our office so that they may be amended prior to finalization. If there are no discrepancies, please sign the copy of the agreement, keep a copy for your records, and return the signed document to our office.

Programming:

Abrakadoodle core classes will be provided as an art enrichment option for students. Students will learn various art styles, techniques and vocabulary words.

Benefits of Abrakadoodle Extended Arts Program:

Children in an extended arts program build and reinforce many skills that can be applied in school and life:

Creativity - Researchers and prominent thinkers are telling us that children who can use their imaginations will be more successful in school and in life.

Problem solving - Students improve these skills as they formulate their own strategies for creating art through painting, sculpting, designing mosaics, crafting paper art and more.

Craftsmanship - Children learn how to engage in the creative process and focus on quality task performance, which clearly has positive implications for all of their educational pursuits.

Self-confidence & expression - The visual arts are nonjudgmental and afford children the ability to convey their perceptions and feelings creatively, giving children enormous satisfaction while improving self-confidence.

The visual arts are one of the only nonjudgmental activities with no right or wrong solution, which gives children the opportunity to create with confidence. Confidence, creativity and the ability to problem solve are the cornerstones of future achievement. Abakadoodle art education is devoted to inspiring the imaginations of its students and building lifelong skills.

Ages Served:

Mommy and Me classes: 9:00 am-9: 45 am (Ages 2-4), min of 5 and max of 10 children
Kids: 10:00 am-11:00 am (Ages 4-5), min of 5 and max of 20 children
Home School Art: 1:00 pm-2:00 pm (Ages 4-6), min of 5 and max of 20 children
Home School Art: 2:15pm-3: 15 pm (7 -12), min of 5 and max of 20 children
Youth: 3:30pm - 4:30 pm (Ages 5-12,) min of 5 and max of 20 children
Youth: 5:30pm - 6:30 pm (Ages 5-12), min of 5 and max of 20 children
Summer Camp: 9 am-4:00 pm (Ages 5-12), min of 5 and max of 20 children
Winter Camps: 9 am-4:00 pm (Ages 5-12), min of 5 and max of 20 children

Class Schedule:

Enrichment Classes 2016

February 2nd-23rd, 2016, Class takes place every Tuesday

Mommy and me (age 2-4) – 9:00-9:45am

Rhyme-A-Lot

Explore the imaginative world of songs and rhymes! Sing and rhyme while creating fabulous artwork inspired by classical Favorites!

Kids (age 4-5) – 10:00-11:00am

Rhyme a lot: Explore the imaginative world of songs and rhymes! Sing and rhyme while creating fabulous artwork inspired by classical Favorites!

Youth (age 5-12) – 3:30-4:30pm FAB ART

Everything we create is FAB – Fun And Beautiful as we explore watercolor techniques, papers, 3D art and perspective. Design FUN art featuring unique masks, fish that grow and even lovable minions. Create BEAUTIFUL art as we fold and cut paper in unique ways, paint tonal gradations, learn to crop images, and invent your own designs. Let your creativity flow to make FAB art!

Youth (age 5-12) – 5:30-6:30pm FAB ART

Everything we create is FAB – Fun And Beautiful as we explore watercolor techniques, papers, 3D art and perspective. Design FUN art featuring unique masks, fish that grow and even lovable minions. Create

BEAUTIFUL art as we fold and cut paper in unique ways, paint tonal gradations, learn to crop images, and invent your own designs. Let your creativity flow to make FAB art!

March 1st-29th, 2016, Class takes place every Tuesday

Mommy and me (age 2-4) – 9:00-9:45am

Fairy Tale Art

Take a creative journey deep into the world of fairy tales! These are the familiar, beloved stories of fantastic worlds, royal lives, and dramatic transformations that we know and love. Along the way, students learn about disguises, color mixing, patterns, composition, and more. Favorite stories are connected to works of renowned artists and artworks such as British designer William Morris, American artist Walter Anderson, and the McCoy Pottery Company. Students will live "Happily Ever After" in this creative storybook of experiences that only Abrakadoodle can offer!

Kids (age 4-5) – 10:00-11:00am

Fairy Tale Art

Take a creative journey deep into the world of fairy tales! These are the familiar, beloved stories of fantastic worlds, royal lives, and dramatic transformations that we know and love. Along the way, students learn about disguises, color mixing, patterns, composition, and more. Favorite stories are connected to works of renowned artists and artworks such as British designer William Morris, American artist Walter Anderson, and the McCoy Pottery Company. Students will live "Happily Ever After" in this creative storybook of experiences that only Abrakadoodle can offer!

Youth (age 5-12) – 3:30-4:30pm Kids on Canvas: Easts Meets West

Create beautiful paintings and learn about artists from the East all the way to the West. Explore fantastical landscapes, circular drip paintings, mosaic vases, portraits and more. Grab a paintbrush and travel the world!

Youth (age 5-12) – 5:30-6:30pm Kids on Canvas: Easts Meets West

Create beautiful paintings and learn about artists from the East all the way to the West. Explore fantastical landscapes, circular drip paintings, mosaic vases, portraits and more. Grab a paintbrush and travel the world!

April 5th-26th, 2016, Class takes place every Tuesday

Mommy and me (age 2-4) – 9:00-9:45am Little Fingers, Big Ideas

We love little children who think BIG! Ideas know no limits in this special series dedicated to little artists! Reach for the sky on a cloudy day or moonlit night! Erupt with excitement over volcanoes! Stomp joyfully and tromp through time with massive creatures! Explode with celebratory color! Even explore the expanse of the universe! These big ideas tap into preschoolers' natural curiosity in the best way: the

Abrakadoodle way!

Kids (age 4-5) – 10:00-11:00am Little Fingers, Big Ideas

We love little children who think BIG! Ideas know no limits in this special series dedicated to little artists! Reach for the sky on a cloudy day or moonlit night! Erupt with excitement over volcanoes! Stomp joyfully and tromp through time with massive creatures! Explode with celebratory color! Even explore the expanse of the universe! These big ideas tap into preschoolers' natural curiosity in the best way: the Abrakadoodle way!

Youth (age 5-12) – 3:30-4:30pm Did you say, Clay?

Hooray for clay! Roll, pinch, pat, press, paint, and sculpt your way through this creative series that features projects with Crayola Air-Dry Clay®, Model Magic®, and Modeling Clay®. We learn about the cultures of Italy, China, Turkey, and Africa's Zulu tribe by making beads, chops, tiles, and masks. Sculptors Jean Dubuffet and Lucien den Arend inspire us to sculpt with colorful shapes and designs, and the fun continues with leaping lizards, monsters, and more!

Youth (age 5-12) – 5:30-6:30pm Did you say, Clay?

Hooray for clay! Roll, pinch, pat, press, paint, and sculpt your way through this creative series that features projects with Crayola Air-Dry Clay®, Model Magic®, and Modeling Clay®. We learn about the cultures of Italy, China, Turkey, and Africa's Zulu tribe by making beads, chops, tiles, and masks. Sculptors Jean Dubuffet and Lucien den Arend inspire us to sculpt with colorful shapes and designs, and the fun continues with leaping lizards, monsters, and more!

May 3rd-24th, 2016, Class takes place every Tuesday

Mommy and me (age 2-4) – 9:00-9:45am Zoom Motor!

Zoom into developing fine motor and visual perception skills by rolling and shaking paint, scribbling, wiggling, cutting and bending. Snakes roll with paint! Styrofoam bends and snaps to create colorfully painted mosaics! Vases are covered with polka dots! Don't forget a sticky contact paper drum that beats music. Be an artist like Jean-Michel Basquiat and Andy Warhol. Have a fabulous time and develop fine motor skills with these fantastic projects!

Kids (age 4-5) – 10:00-11:00am Zoom Motor!

Zoom into developing fine motor and visual perception skills by rolling and shaking paint, scribbling, wiggling, cutting and bending. Snakes roll with paint! Styrofoam bends and snaps to create colorfully painted mosaics! Vases are covered with polka dots! Don't forget a sticky contact paper drum that beats music. Be an artist like Jean-Michel Basquiat and Andy Warhol. Have a fabulous time and develop fine motor skills with these fantastic projects!

Youth (age 5-12) – 3:30-4:30pm I am One in a Million

We are celebrating one million kids in Abrakadoodle by focusing on our most creative and special artists – the kids of Abrakadoodle! Everything we do is about exploring the artist in each and every kid. From name sculptures, to silhouettes and funky self-portraits, it's all about those special creative kids – each of whom is one in a million!

Youth (age 5-12) – 5:30-6:30pm I am One in a Million

We are celebrating one million kids in Abrakadoodle by focusing on our most creative and special artists – the kids of Abrakadoodle! Everything we do is about exploring the artist in each and every kid. From name sculptures, to silhouettes and funky self-portraits, it's all about those special creative kids – each of whom is one in a million!

Home School Art Classes 2016:

Home School Art with Abrakadoodle

Art in Our World is curriculum for home-schooled children. In Abrakadoodle art classes, students are encouraged to explore their own individual creative talents and abilities, learn about Artists of Distinction, explore a wide range of art materials and techniques and design their original artwork. Each session, all new artists and techniques will be introduced. Abrakadoodle's curriculum meets and exceeds all requirements for National Standards of Art & Arkansas Standards for Art. An Art Show featuring some of the children's work will be at the end of each session.

*Classes follow the Bentonville Public School Calendar, including but not limited to Holidays and schools closings.

Winter Session: February-March

1pm-2pm (4-6 years old)

2:15pm-3: 15pm (7 years old-12 years old)

Spring Session: April-May

1pm-2pm (4-6 years old)

2:15pm-3: 15pm (7 years old-12 years old)

Winter Camps 2016:

February Class –Friday, February 12, 2015

Mix, Mold and Matisse Camp:

Mix, Mold and Matisse Camp by Abrakadoodle®

The Letter M rules in this Abrakadoodle camp. We'll Mix colors, explore pearl-like Mediums and design special effects to create fun and shimmering art. We'll Mold Modeling compounds and Make butterflies and other insects. We'll make our own cutouts like Matisse. We'll learn the Mechanics of the art of Marbleizing and More! This

Marvelous camp includes Music, Mind boggling games and Maximum fun! Please pack a peanut free snack and drink.

Spring Break Camp – March 21st-22nd.

Paws, Claws and Hooves! Art Camp by Abrakadoodle

From pets to dragons, bring your imagination and we will provide a ROAAAAARing camp experience! Using paints, collage, sculpture and more, we will bring your favorite animal creatures to life while learning about their habits and habitats. There will be cool artwork, games, stories, activities, animal talk and music. If you LOVE animals and nature, and want to make awesome art projects while making new friends too, then this is the camp for you. Whether it's a growl or a meow, it will be FUN. Please pack peanut free snack and drink.

Summer Camps 2016

Under the Sea Art Camp, June 6-10th, 2016

Make a big splash and join us for adventures in our Under the Sea Art Camp. Campers will learn all about jellyfish, octopuses, dolphins, whales and even mermaids! There's nothing fishy about using cool tools and materials to create fun paintings, collages, sculptures and more. Campers will have oceans of fun designing cool art projects, playing games, reading stories, learning about ecology and examining underwater habitats. So dive in! You won't get wet but you'll make some new friends and have tons of FUN under the sea!

Great Big Messy Art Camp, June 20th-June 24th, 2016

Oh, go ahead and make a mess! That's what this camp is all about – messy art and creative imagination-expanding experiences! Everything we do is messy: sticky spaghetti designs, paint that fizzes and POPS, messy portraits that match our own messy faces, squeeze art and African mud painting! These happy creative experiments spark our imaginations. So come mess with Abrakadoodle, winner of "the best art class to bring out your child's inner Picasso!"

SuperDoodle Art Camp, July 18-22nd, 2016

With Super Size, Superheros, and Super FUN

You're a kid! You're an artist! You're a SuperDoodler! Create super-sized drawings and masks! Imagine superheroes and your own superpowers! Make a paint super-mess and produce spectacular sculptures and paintings! Blast off with super space art and more! Abrakadoodle SuperDoodlers create nonstop super FUN in this super-duper camp!

Mad about Movies Art Camp! August 1st-5th, 2015

You will LOVE this camp if you love movies and the kooky characters, animations and illustrations in them...from minions to dinosaurs to out of this world environments! Marvelous movies and art together make for some movie madness! Campers learn how movies are made, tell movie stories and recreate favorite

movie characters! Explore animation, storyboards, movie music, games and more while making new friends and exploring creative abilities.

Staffing:

Abrakadoodle will provide a minimum of one trained Abrakadoodle teacher for each session described. Abrakadoodle will only use teachers for which it can certify that all necessary pre-screenings are in process or completed.

Payment to Abrakadoodle:

All fees will be collected by Abrakadoodle at the attendance is confirmed and upon receipt of an invoice. Abrakadoodle will profit 60% of enrichment/Homeschool art fees. Bentonville Community Center will profit 40% of fees outlined. Abrakadoodle payment for summer camps and winter camps is \$25 per student per camp day.

Enrichment Classes: \$60.00 per session

Abrakadoodle Fee: \$36 per student per session, Bentonville Community Center: \$24 per student per session: included classes: Mommy and Me, Youth Classes and Kid's Classes

Home School Art: \$120 per session

Abrakadoodle Fee: \$72 per student per session, Bentonville Community Center fee: \$48 per student per session

Summer Camps and Winter Camps: Abrakadoodle payment is \$25 per student, per day.

Class Cancellation:

Class will be conducted as long as minimum of 5 children are confirmed. If class minimum is not met, class will be cancelled. Abrakadoodle Program Director and Bentonville Community Center Program Director can make an exception under special circumstances.

Set Up/Clean Up Times:

Abrakadoodle teacher will arrive 15 -30 minutes before start of scheduled class to set up. Abrakadoodle teacher clean up within 30-45 minutes of the class end time depending on the class scheduled.

Space Requirements:

In order to provide the best possible experience for our students, Abrakadoodle requests that your center provide, or make available, the following:

- Classroom with sink, tables, and chairs sufficient to accommodate class size
- Paper towels
- Hand soap

- Broom and dust pan; mop
- Storage space/storage location for materials left on site; current storage onsite is fine

The Abakadoodle instructors will return the classroom to the condition in which it was found, this includes cleaning the area and moving any furniture back to its original location.

Marketing Efforts: Bentonville Community center will market all classes and camps through their available marketing outlets, including but not limited to: Constant Contacts, Facebook, Instagram, Flyers, school districts etc. Abakadoodle will assist with any marketing efforts to build attendance and awareness of classes.

Makeup Classes:

Classes will be held on the date scheduled unless events beyond our control, or beyond your center's control, prevent occurrence. In the event that a class cannot be held on one of the dates listed above, Abakadoodle and the Bentonville Community Center will determine the best dates for make up class(es).

Renewal:

We will use our best efforts to ensure that your center is pleased with our program operation. Abakadoodle will send the Bentonville Community Center a brief renewal notice for the following class session. This notice will be signed upon mutual agreement by the center and Abakadoodle that the program should continue, and any modifications regarding programming will be made at that time.

Insurance:

Abakadoodle has appropriate liability insurance in place. A copy of Abakadoodle's insurance information will be made available upon request.

Termination:

This agreement may be terminated if your center does not pay the fees as outlined in this agreement within thirty days of the due date each month or breaches any term of this agreement. This Agreement may be terminated if Abakadoodle, within thirty days of written notice by you, fails to correct any substantial problem, which is brought to its attention from your center, or breaches any term of this agreement.

Non-compete and non-disclosure:

Your staff will have access to Abakadoodle's specially designed curriculum and course materials. By entering into this agreement, you agree that your staff will not copy or otherwise reproduce Abakadoodle's proprietary information, nor shall your staff permit reproduction or dissemination of this information. Your staff further agrees not to copy, license or market Abakadoodle's curriculum and/or course materials, or use all or any part thereof without the expressed written permission of Abakadoodle.

If this corresponds to our understanding, please sign (electronic signature accepted) where indicated below, and mail or email the agreement. We look forward to forming a long term and continued successful relationship.

Very truly yours,



Joy Davis, Program Director
Abrakadoodle of Northwest Arkansas

____1/15/2016_____
Date

SEEN AND AGREED:

Bob McCaslin
Mayor
City of Bentonville

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH ABRAKADOODLE FOR ART CAMPS AND PROGRAMS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Abrakadoodle for Art Camps and Programs for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this company is the only local company offering a comprehensive arts and craft program that can provide the necessary number of art camps as well as youth and adult programs throughout the year, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
x	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 23, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bidding for Lego - based recreational camps and activities for Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>2/17/2016</u>		
Requested by:	<u>David Wright</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>N/A</u>		
Year & Model:	<u>N/A</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Bricks 4 Kidz (Lego Programs)</u>		
Amount:	Base Amount:		
	Tax:		
	*Other:		
	TOTAL	\$	-
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bricks 4 Kidz is the licensed franchisee in Northwest Arkansas to operate Lego based recreation and education camps / programs. Bentonville Parks and Recreation markets and promotes the programs, collects registration fees and houses the programs. At the conclusion of the camp, BPR pays Bricks 4 Kids a fee based on the number of participants in the program.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	

Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 8, 2016
Re: City Council approval of an ordinance waiving competitive bidding and awarding a contract to "Bricks 4 Kidz" of Rogers, to provide recreational camps and programs for Bentonville Parks and Recreation.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding and awarding a contract to Bricks 4 Kids to provide recreational camps and programs for Bentonville Parks and Recreation.

In 2015, Parks and Recreation began partnering with Bricks 4 Kids to offer Lego camps at our Camp Bentonville program. Since this time, BPR successfully hosted half-day summer camps based at the Downtown Activity Center and the Bentonville Community Center. These popular programs repeatedly maxed out with participation. With the popularity of these programs, and the frequency they are being offered, the payment for services to the contractor will exceed the figure that determines if the service should be formally bid for services.

Bentonville Parks and Recreation is responsible for working with the vendor (Bricks 4 Kidz) and determining the program schedule for the year. After the schedule is created, BPR promotes and registers participants for the program. BPR collects \$125 - \$135 for the program. At the completion of the program, BPR pays Bricks 4 Kids \$100 per participant to administer the program.

When considering a formal bid for services, we are quick to realize there are no other local programs like Bricks 4 Kids in the region. Bricks 4 Kidz owns the franchise for Lego in Northwest Arkansas. The partnership will allow Bentonville Parks and Recreation to offer 14 Lego based programs at the Community Center in 2016. These programs will begin during Spring Break in March.

As with all of BPR's programs, the contractor's staff members are required to pass criminal background checks.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.



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PERFORMANCE AGREEMENT

Agreement, dated as of January 8, 2016, by and between BRICKS 4 KIDZ OF ROGERS, located at 5208 W. Village Parkway, Suite 5, Bentonville, AR 72758 ("B4K"), and Bentonville Parks & Recreation ("BPR").

Location of Services to be performed:

*Bentonville Community Center
1101 Citizens Circle
Bentonville, AR 72712*

Primary Contact:

*Chris Cuchia
(479) 696-0205
ccuchia@bentonvillear.com*

TERMS

1. **Services to be Performed:** B4K will facilitate Lego activities for students enrolled in BPR activities. B4K will provide all necessary materials for the program. The camp(s) will be:
 - a. Thursday, March 24, 2016 through Friday, March 25, 2016. Theme: *Jurassic Brick Land*. Session 1 from 9-12 p.m. Cost for each camper is \$40.
 - b. Thursday, March 24, 2016 through Friday, March 25, 2016. Theme: *Jurassic Brick Land*. Session 2 from 1-4 p.m. Cost for each camper is \$40.
 - c. Monday, June 6, 2016 through Friday, June 10, 2016. Theme: *Mining & Crafting 1*. Session 1 from 9-12 p.m. Cost for each camper is \$100.
 - d. Monday, June 6, 2016 through Friday, June 10, 2016. Theme: *Mining & Crafting 2*. Session 1 from 1-4 p.m. Cost for each camper is \$100.



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- e. Monday, June 13, 2016 through Friday, June 17, 2016. Theme: *Super Hero Academy*. Session 1 from 9-12 p.m. Cost for each camper is \$100.
 - f. Monday, June 13, 2016 through Friday, June 17, 2016. Theme: *Super Hero Academy II*. Session 2 from 1-4 p.m. Cost for each camper is \$100.
 - g. Monday, June 20, 2016 through Friday, June 24, 2016. Theme: *Star Wars Camp 1*. Session 1 from 9-12 p.m. Cost for each camper is \$100.
 - h. Monday, June 20, 2016 through Friday, June 24, 2016. Theme: *Star Wars Camp 2*. Session 2 from 1-4 p.m. Cost for each camper is \$100.
 - i. Monday, July 11, 2016 through Friday, July 15, 2016. Theme: *Teenage Brick Turtles*. Session 1 from 9-12 p.m. Cost for each camper is \$100.
 - j. Monday, July 11, 2016 through Friday, July 15, 2016. Theme: *Comic Creator*. Session 2 from 1-4 p.m. Cost for each camper is \$100.
 - k. Monday, July 18, 2016 through Friday, July 22, 2016. Theme: *Gears in Motion*. Session 1 from 9-12 p.m. Cost for each camper is \$100.
 - l. Monday, July 18, 2016 through Friday, July 22, 2016. Theme: *Gears in Motion II*. Session 2 from 1-4 p.m. Cost for each camper is \$100.
 - m. Monday, August 1, 2016 through Friday, August 5, 2016. Theme: *Pirates Quest I*. Session 1 from 9-12 p.m. Cost for each camper is \$100.
 - n. Monday, August 1, 2016 through Friday, August 5, 2016. Theme: *Pokemon*. Session 2 from 1-4 p.m. Cost for each camper is \$100.
2. **Arrival:** Teachers will arrive at the location no later than 8:20 a.m. Students may be dropped off no earlier than 30 minutes before the start of camps.
3. **Terms of Payment:** Bentonville Parks and Recreation shall pay Bricks 4 Kidz according to the following terms and conditions: Net 14 days after invoice has been submitted.
4. **Payment Amount:** As listed above with each camp.
5. **Student to Teacher Ratio:** There shall be no less than 1 teacher per 30 students in each camp. Bricks 4 Kidz will be responsible for providing all



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teachers for camps listed above. Teachers will be responsible for supervision of all children attending a Bricks 4 Kidz camp.

6. **Bricks 4 Kidz will provide:** 1 Mini figure at the end of each camp to take home.
7. **Bentonville Parks and Recreation will Provide:** All Marketing, and Registration on behalf of Bricks 4 Kidz for any and all camp(s) or event(s) for all dates listed above.
8. **Camps will be performed at:** Bentonville Community Center, 1101 Citizens Circle, Bentonville, AR 72712.

CONDITIONS

1. **Federal, State and Local Taxes:** Bentonville Parks and Recreation shall not withhold or pay federal, state, or local income taxed or payroll taxes of any kind on behalf of Bricks 4 Kidz. Bentonville Parks and Recreation shall not treat Bricks 4 Kidz as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.
2. **Bricks 4 Kidz Tax Duties and Liabilities:** Bricks 4 Kidz acknowledges all responsibility for paying federal and state income taxes, and that Bentonville Parks and Recreation will not withhold or pay any portion of Bricks 4 Kidz taxes.
3. **Independent Contractor Status:** Bricks 4 Kidz acknowledges and represent to Bentonville Parks and Recreation that (1) B4K is not and shall not be an employee of BPR, and the status of B4K shall be that of an independent contractor solely responsible for B4K employees actions and inactions; (2)



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4. B4K shall act solely as an independent contractor, not as an employee or agent for BPR; and (3) B4K is not authorized to enter into contracts or agreements on behalf of BPR.
5. **Recording:** Bricks 4 Kidz reserves the right to photograph and document all aspects of the program for educational and marketing purposes, to include potential use in training, promotional marketing, and on B4K social medial sites.
6. **Assignability:** This agreement shall not be transferred or assigned, in whole or in part, by B4K without prior written consent of BPR.
7. **Choice of Law:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Arkansas.
8. **Agreement:** This Agreement supersedes all prior written or oral agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.
9. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such a delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).



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Bricks 4 Kidz of Rogers

Name:

Title:

Date:

Bentonville Park & Recreation

Name:

Title:

Date:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH BRICKS 4 KIDS FOR LEGO BASED CAMPS AND PROGRAMS FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Bricks 4 Kids for Lego based Camps and Programs for the City of Bentonville Parks and Recreation Department, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this company is the only local company franchised and licensed to provide Lego based programs in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, February 23, 2016 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, February 23, 2016 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: February 9, 2016**

AGENDA

1. Transportation Update – Mike Churchwell, Transportation Director.
2. Mike Bender, Public Works Director – Informational Item.
3. Planning:
 - 3a. **Lot Split: Dave & Kate Burris, Lot 1 Burris Subdivision, 820 Tiger Boulevard, Zoned C-2.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a lot split for property located at 803 Tiger Boulevard. The plat as provided shows the creation of one new lot from an unplatted piece of section land. The new lot will be known as Lot 1 (0.38 acres) of Burris Subdivision. The plat indicates the dedication of 35' of right-of-way along Tiger Boulevard and the dedication of a 7' utility easement along the western property line for an existing water main. A 24' private access easement will be dedicated per a separate document to allow cross access from the adjacent property to the east. Water and sewer services are available.

4. Staff recommends to the Mayor and City Council to approve the change order of the Burns and McDonnell contract for the design of the 8th Street Overhead Electric Utility Relocation in the amount of \$162,090.00.
5. Staff recommends to the Mayor and City Council adopt an ordinance revising the Bentonville Electric Utility Department construction specifications to be used by developers and contractor performing electric utility work within the City of Bentonville.
6. Recommend Mayor and City Council award bid #16-30 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$27,841.50.
7. Resolution adopting the Look-Back Measurement Method under the Patient Protection and Affordable Care Act (ACA).
8. Resolution establishing a Purchasing Card Program with Arvest Bank and naming Jacob Harper, Assistant Finance Director, as the "Responsible Party" as required by Arvest Bank. Noting both Application and Addendum attached.
9. Adopt a revised Domestic Violence policy, General Order 56, for the Police Department Policy and Procedures manual. See attached proposed updated policy and existing policy with changes notated.
10. Budget Adjustment and Waiver of Bid to increase our fleet by one vehicle with the purchase of a 2016 Chevrolet Camaro. The vehicle would be used exclusively for public relations efforts and youth programs. (A) The Budget adjustment will allow private donation funds in the amount of \$30,000.00 to be used to purchase this vehicle and also upfit it with police equipment. These donated funds would result in both the vehicle, and initial vehicle set up, being at no cost to the city. (B) The Waiver of Bid will allow the purchase of this vehicle from Superior Chevrolet Buick GMC of Siloam Springs, Arkansas. Chevrolet Camaros are not available on Arkansas State Bid. Superior has been the source for Bentonville Police Department vehicles for the past 2 years by matching State Bid pricing. Superior will provide this vehicle to our specifications for \$27,527.00 (MSRP \$29,685.00) and also upfit the vehicle with the necessary police equipment and wiring at an approximate additional cost of \$2,500.00. Superior Chevrolet Buick GMC is the only Chevrolet dealer in NWA that provides this police upfitting service.
11. Request that the City Council declare certain items as being surplus, namely four (4) wheels and tires from the Police Department's federal surplus acquired High Mobility Multi Wheeled Vehicle (HMMWV/Hummer approved by council December 10, 2013). This Hummer is a 1984 year model and the tires, as mounted on two piece wheels with run flat inserts, were aging and showing signs of deterioration. Newer, upgraded military specification tires and wheels have been sourced and installed. The removed tires and wheels can be traded to Fast Auto Center for 3 hours labor credit (approximate \$300.00 trade value) on future vehicle upfitting and/or repair.

12. This is a request to declare three (3) no longer in service Ford Crown Victoria Police Interceptor patrol division vehicles as surplus property. The three vehicles include the following model year, unit numbers, and VIN numbers and have been replaced with new vehicles as part of the 2015 budget: 2008 model year, unit 2010-60, VIN: 2FAFP71V98X162804, 2009 model year, unit 2010-74, VIN: 2FAHP71V59X135609, and 2009 model year, unit 2010-76, VIN: 2FAHP71V19X135607. All three vehicles were previously used as marked patrol cars and are equipped with light bars, sirens, partitions, hard back seats, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, these three vehicles can be transferred to the City of Pea Ridge Police Department with light bars, sirens, partitions, and other law enforcement specific equipment intact. The Pea Ridge Police Department would use two of these police cars to support their recently expanded School Resource Officer (SRO) program. The third car could be utilized as a spare/spare parts vehicle. Transferring ownership of these retired police vehicles in this manner represents a responsible and safe disposition of this sort of vehicle and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment. It also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships and supports law enforcement and public safety in Northwest Arkansas.
13. City Council approval of an ordinance waiving competitive bidding for a comprehensive art program provider for Parks and Recreation.
14. City Council approval of an ordinance waiving competitive bidding for Lego - based recreational camps and activities for Parks and Recreation.