

1. Agenda

Documents:

[MARCH 8, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[MARCH 8, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, March 8, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, March 8, 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 23, 2016**

AGENDA

1. Parks and Recreation Update – David Wright, Parks and Recreation Director.
2. Planning:
 - 2a. **Property Line Adjustment: Joe & Liane McNabb, Lot 12, Block 5 Deming's Addition, Northwest 'C' Street & Northwest 5th Street, Zoned R-1, Single Family Residential.**

(Pages 5-8)

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of Northwest 5th and Northwest 'C' Street and resides in an R-1, Single Family zoning district. The plat as provided indicates the creation of one new lot for a portion of existing lot 4 to be known as Lot 12, Block 5 Deming's Addition (0.22 acres). A 15' utility easement will be dedicated along Northwest 5th Street. No direct access will be allowed onto Northwest 5th Street. Water and sewer service are available to this lot. Sewer service must utilize the existing service line.

- 2b. **Rezoning: Westwood Holdings, LLC/Moro Development/Buster Proper-ties, LLC, 303 Northeast ‘B’ Street, Zoned D-E, Downtown Edge.**

(Pages 9-13)

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from D-E, Downtown Edge to D-C, Downtown Core for a future residential development.

3. A resolution setting a public hearing for March 22nd, 2016 for a utility easement vacation requested by Food Hub NWA, LLC. **(Pages 14-17)**
4. A resolution for the Mayor and City Clerk to update a Lease Agreement with Software Strategies, Inc. for a hangar at 2550 SW Aviation Street Suite 1 of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1,700 square feet for 45 years. **(Pages 18-19)**
5. A resolution for the Mayor and City Clerk to update a Lease Agreement with Point 6, LLC for a Hangar 7 of South T-Hangars of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1,700 square feet. **(Pages 20-21)**
6. A Resolution for the Mayor and City Clerk to assign a Lease Agreement with Point 6, LLC for a Hangar 8 of South T-Hangars of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1,100 square feet for 45 years. **(Pages 22-23)**
7. A Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with NWA Hangar, LLC for a hangar at 2503 SW I Street of Bentonville Municipal Airport. The annual rental based at \$0.21 per square foot for approximately 10,000 square feet for 45 years. **(Pages 24-25)**
8. A Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with Summit Aviation for a hangar at 2505 SW “I” Street, Bentonville Municipal Airport. Annual rental based at \$0.21 square foot for 45 years. **(Pages 26-27)**
9. Bentonville Sidewalk Improvements 2015 is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$1,793.50 less than the currently contracted amount of \$67,966.90. The final contract amount is \$66,173.40. **(Pages 28-30)**
10. **Tabled from the 2/23/16 City Council Meeting:** 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 31-133)**
11. A resolution authorizing the Mayor and City Council to enter into an agreement with ATT for Joint Use of Poles within the City of Bentonville. **(Pages 134-159)**

12. Council approval of Mayor Bob McCaslin's recommendation to appoint Katie Gottlieb to the Library Advisory Board. (Term will expire on 12/31/20)
(Pages 160-162)
13. Council approval of Mayor Bob McCaslin's recommendation to appoint Nathan Pollet to the Library Advisory Board. (Term will expire on 12/31/21)
(Pages 163-165)
14. Council approval of Mayor Bob McCaslin's recommendation to appoint Octavio Sanchez to the Library Advisory Board, as an ex-officio City Council representative.
(Pages 166-167)
15. Council approval of Mayor McCaslin's recommendation to appoint Josh Morey to the City of Bentonville's Advertising and Promotion Commission. (Term will expire on 12/31/19)
(Pages 168-171)
16. Fire Department Staff recommends Council approve EMS agreements with the City of Centerton, City of Cave Springs, City of Highfill and Benton County for ambulance service provided by the Bentonville Fire Department. **(Pages 172-182)**
17. Fire Department Staff recommends Council surplus 2010 ambulance chassis to be sold in Madison Alabama.
(Pages 183-185)
18. Staff requests Mayor and Council approve bid award for yard waste grinding services at the compost facility to Smithey Environmental, Sand Springs, OK, for the amount of \$450.00 dollars per hour. This agreement will be in effect from April 1, 2016 for a period of one year. This is a 2016 budget item.
(Pages 186-188)
- 19a. City Council approval of an ordinance waiving competitive bidding and awarding contract to Pick-It Construction, in the amount of \$72,000.00 for flood debris removal at Bella Vista Lake Park.
(Pages 189-195)
- 19b. City Council approval of a budget adjustment, in the amount of \$72,000.00 for flood debris removal at Bella Vista Lake Park.
(Pages 196-198)
20. City Council approval of a resolution authorizing the Mayor and Clerk to enter into a one year agreement, that is renewable for one additional one-year term, with TEC Staffing, to provide temporary staffing services for Parks and Recreation and Public Works Maintenance.
(Pages 199-202)
21. Salary discussion of "Elected Officials" effective with the January 1, 2017 City Pay Plan.
(Pages 203-205)

**City Council
Agenda
March 8, 2016**

Property Line Adjustment: Joe & Liane McNabb, Lot 12, Block 5 Deming's Addition, Northwest 'C' Street & Northwest 5th Street, Zoned R-1, Single Family Residential.

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of Northwest 5th and Northwest 'C' Street and resides in an R-1, Single Family zoning district. The plat as provided indicates the creation of one new lot for a portion of existing lot 4 to be known as Lot 12, Block 5 Deming's Addition (0.22 acres). A 15' utility easement will be dedicated along Northwest 5th Street. No direct access will be allowed onto Northwest 5th Street. Water and sewer service are available to this lot. Sewer service must utilize the existing service line.

Rezoning: Westwood Holdings, LLC/Moro Development/Buster Properties, LLC, 303 Northeast 'B' Street, Zoned D-E, Downtown Edge.

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from D-E, Downtown Edge to D-C, Downtown Core for a future residential development.

Planning Commission Staff Report
Property Line Adjustment: Lot 12, Block 5 Deming's Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: March 1, 2016

GENERAL INFORMATION:

Project Number: 16-07000002

Applicant: Joe & Liane McNabb

Representative: Tony Kiesel

Requested Action: Property Line Adjustment Approval

Location: Northwest 'C' Street & Northwest 5th Street (southeast corner of intersection)

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of Northwest 5th and Northwest 'C' Street and resides in an R-1, Single Family zoning district. The plat as provided indicates the creation of one new lot for a portion of existing lot 4 to be known as Lot 12, Block 5 Deming's Addition (0.22 acres). A 15' utility easement will be dedicated along Northwest 5th Street. No direct access will be allowed onto Northwest 5th Street. Water and sewer service are available to this lot. Sewer service must utilize the existing service line.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	Northwest 5 th Street	Collector
South	-	-
East	-	-
West	Northwest 'C' Street	Local

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: N/A.
- (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 vacant in an established residential neighborhood in the northwest quadrant of downtown.

Drainage Report: A drainage report is not required for this property line adjustment.

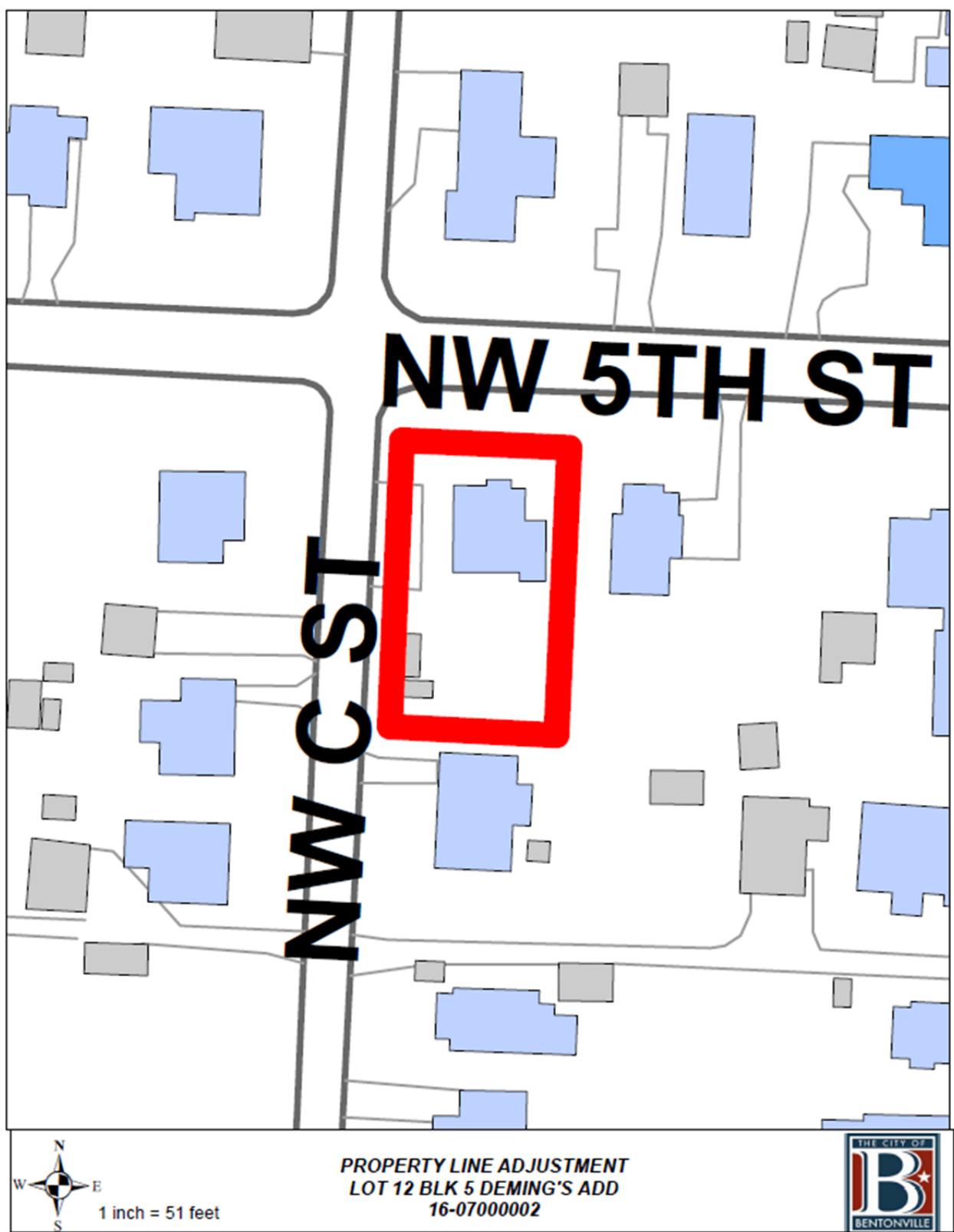
Water / Sewer: Per the G.I.S. site, water and sewer currently in use on site.

Waiver(s): N/A

Analysis / Conclusion: This property line adjustment DOES meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends Approval.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 12, BLOCK 5
DEMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 12, Block 5 Deming's Addition to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 1st day of March, 2016 and

WHEREAS, said property line adjustment is attached hereto as Exhibit "A" and

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

WHEREAS, the property line adjustment 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 opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lot 12, Block 5 Deming's Addition, 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016

ATTEST

APPROVED

City Clerk

Mayor



PC Meeting of: March 1, 2016

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3122
Fax: (479) 271-5906

**REZONING: Westwood Holdings, LLC / Moro Development / Buster Properties, LLC
(D-E, Downtown Edge to D-C, Downtown Core)**

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: March 1, 2016

GENERAL INFORMATION

H.T.E. Project Number: 16-09000001

Applicant/Current Owner: Westwood Holdings, LLC / Moro Development / Buster Properties, LLC

Representative: CEI Engineering Associates (Jacob Shy)

Requested Action: Rezoning

Location: 303 Northeast 'B' Street

Existing Zoning: D-E, Downtown Edge

Proposed Zoning: D-C, Downtown Core

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; two of the parcels are vacant and one parcel has an existing single family home.

Previous Rezoning Requests for this Property: There are no known rezoning's for these properties.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Compton Gardens	R-1, Single Family Residential	Downtown Mixed Use Residential
South	Commercial & Vacant Lot	D-C, Downtown Core	Downtown Mixed Use Residential
East	Single Family Homes	R-1, Single Family Residential	Downtown Mixed Use Residential
West	Compton Gardens	D-E, Downtown Edge	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	Northeast 3 rd Street	Local	Unimproved 2 lane asphalt
East	Northeast 'B' Street	Local	Unimproved 2 lane asphalt
West	-	-	-

LEGAL NOTIFICATIONS

Public Notice: On January 25, 2016, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on February 3, 2016. In addition, staff posted a notice of public hearing sign on the property on February 12, 2016. This DOES meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The intent of the Downtown Core zoning district is to expand the pedestrian oriented character of the town square while providing retail and entertainment venues. Medium to High density residential should also be provided to support the commercial uses. The Downtown Core zoning district promotes a mix of residential and commercial uses that are separated both horizontally and vertically. This rezoning request is consistent with the policies and objective of the land use plan and zoning plans.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The property is located within close proximity to the downtown square. The residents of the proposed units should have multiple options for transportation in the downtown area. The downtown area is comprised of a completed street grid system that will provide multiple options to motorists further reducing congestion on major arteries.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

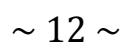
Finding(s) of Staff: City services are adequate at this location. Water and sewer are both available within the right of way adjacent to the development.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential. The general plan encourages a mix of uses in the downtown and specifically encourages high density residential within close proximity to the downtown square.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from D-E, Downtown Edge to D-C, Downtown Core.



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO D-C, DOWNTOWN CORE.**

WHEREAS, Westwood Holdings, LLC/Moro Development/Buster Properties, LLC, duly filed a petition with the City Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification to D-C, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

A portion of Lots 8 & 9, all in Curtis Addition, City of Bentonville, Benton County Arkansas as recorded in Surveyor Record G, Page 283 of Benton County, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 1st day of March 2016 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County daily Record for the time and in the manner required by law; and

WHEREAS, the City planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to D-C property;

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

Section 1: That the above described real property is hereby changed from its present classification to D-C property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2016

ATTEST

APPROVED

CLERK

MAYOR



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:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A resolution setting a public hearing for March 22nd, 2016 for a utility easement vacation requested by Food Hub NWA, LLC.

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

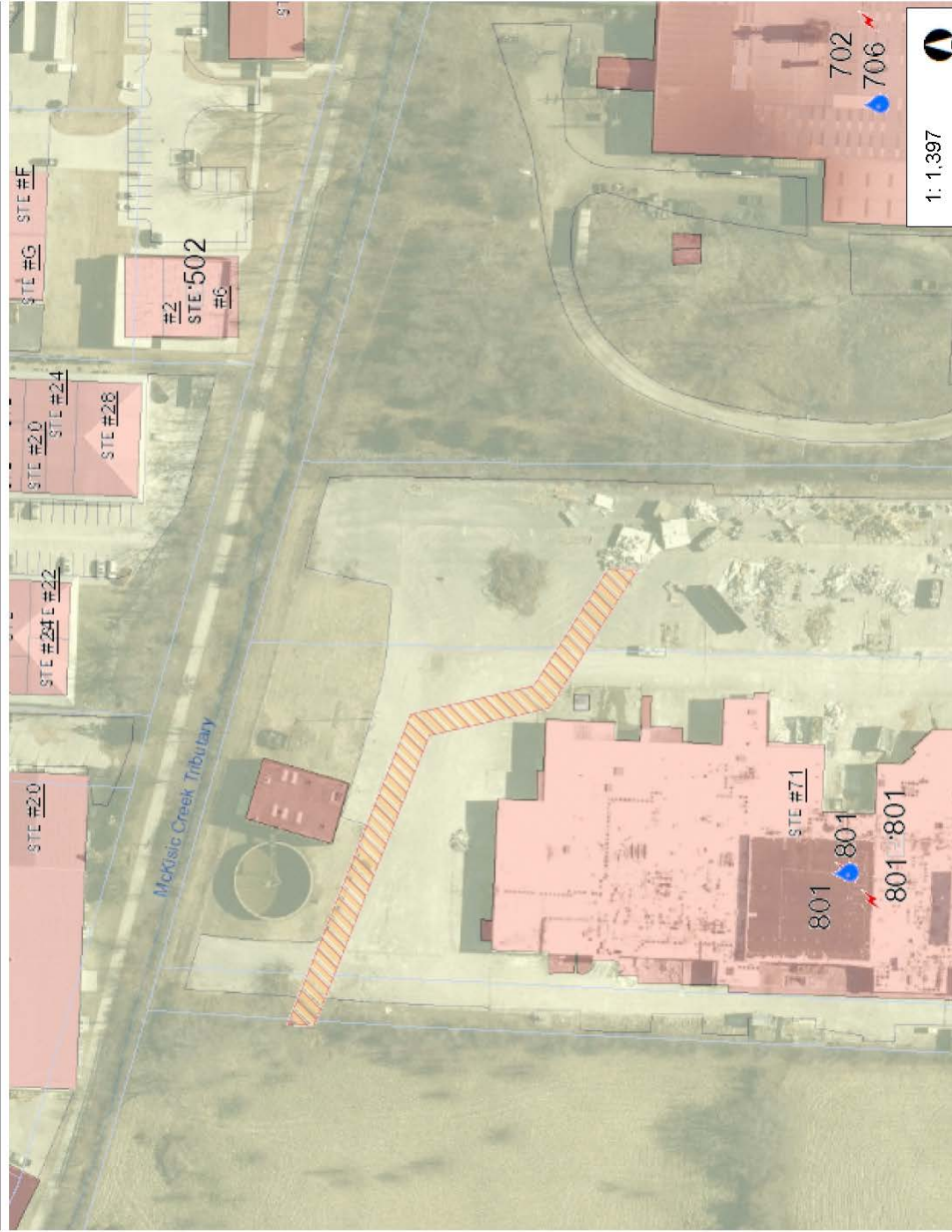
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PLEASE RECYCLE



City of Bentonville GIS



1: 1,397

This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION OR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.

232.9 0 116.45 232.9 Feet

NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville



Legend

Bentonville Address

- APT APT
- BLDG BLDG
- BSMT BSMT
- CABLE CABLE
- CONT CONT
- Detention Pond Detention Pond
- ELEC ELEC
- FENCE FENCE
- IRR IRR
- LARGE LARGE
- LIFT LIFT
- MAIN MAIN
- PARK PARK
- PRE PRE
- PZ PZ
- SIGN SIGN
- STE STE
- TEMP TEMP
- TLITE TLITE
- TOWER TOWER
- UTIL UTIL
- WATER WATER



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Food Hub NWA, LLC, and Community Development Corporation requesting utility easement vacations within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A portion of 20-Foot Sanitary Sewer Easement, across Lot 1 of Food Hub, NWA Addition as shown in Plat Record 2015 at page 536 in the public records of Benton County, Arkansas, more particularly described as follows, to-wit:

COMMENCING at the Northwest corner of said Lot 1;
THENCE along the West line of said Lot 1, South 02° 28' 13" West a distance of 118.48 feet to the **POINT OF BEGINNING**;

THENCE leaving said West line, South 68° 19' 43" East a distance of 265.18 feet;
THENCE South 12° 55' 06" East a distance of 100.11 feet;
THENCE South 57° 31' 35" East a distance of 109.65 feet to the West line of a proposed 20-Foot Sanitary Sewer Easement per separate document;
THENCE South 01° 07' 30" West a distance of 23.42 feet;
THENCE leaving said West line, North 57° 31' 35" West a distance of 130.04 feet;
THENCE North 12° 55' 06" West a distance of 97.81 feet;
THENCE North 68° 19' 43" West a distance of 247.66 feet to aforementioned West line of said Lot 1;
THENCE along said line the following two (2) courses:

- (1) North 02° 14' 57" East a distance of 12.14 feet;
- (2) North 02° 28' 13" East a distance of 9.06 feet to the **POINT OF BEGINNING** and containing 9,505 square feet or 0.22 acres, more or less.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate a utility easement at the above described property is set for hearing on March 22nd, 2016 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2013 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A Resolution for the Mayor and City Clerk to update a Lease Agreement with Software Strategies, Inc. for a hangar at 2550 SW Aviation Street Suite 1 of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1700 square feet for 45 years.

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

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PLEASE RECYCLE



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UPDATE A LAND LEASE AGREEMENT FOR A HANGAR SITE LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at Suite #1 of 2550 SW Aviation Street on February 19th, 2016

Whereas: said lease contains a provision to update the lease to new lease terms;

Whereas: a request has been made by Larry Brantley of Software Strategies, Inc. to be assigned the new lease terms;

Whereas: the Airport Advisory Board has considered said assignment and unanimously recommends assignment;

NOW, THEREFORE, BE IT RESOLVED 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 a Land Lease Assignment with Larry Brantley of Software Strategies, Inc. for a hangar located at the Bentonville Municipal Airport. The provisions of the new land lease shall be upheld.

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 _____, 2015.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A Resolution for the Mayor and City Clerk to update a Lease Agreement with Point 6, LLC for a Hangar 7 of South T-Hangars of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1700 square feet.

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	\$ -

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117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UPDATE A LAND LEASE AGREEMENT FOR A HANGAR SITE LOCATED AT THE BENTONVILLE MUNICIPAL AIRPORT.

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at Hangar 7 of the South T-Hangars on February 19th, 2016

Whereas: said lease contains a provision to update the lease to new lease terms;

Whereas: a request has been made by Chip Gibbons of Point 6 to be assigned the new lease terms;

Whereas: the Airport Advisory Board has considered said assignment and unanimously recommends assignment;

NOW, THEREFORE, BE IT RESOLVED 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 a Land Lease Assignment with Chip Gibbons of Point 6 for a hangar located at the Bentonville Municipal Airport. The provisions of the new land lease shall be upheld.

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 _____, 2015.10

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A Resolution for the Mayor and City Clerk to assign a Lease Agreement with Point 6, LLC for a Hangar 8 of South T-Hangars of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1100 square feet for 45 years.

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 AUTHORIZING THE MAYOR AND CITY
CLERK TO UPDATE A LAND LEASE AGREEMENT FOR
A HANGAR SITE LOCATED AT THE BENTONVILLE
MUNICIPAL AIRPORT.**

Whereas: the City of Bentonville entered into a ground lease for an airplane hangar located at Hanger 8 of the South T-Hangars on February 19th, 2016

Whereas: said lease contains a provision to update the lease to new lease terms;

Whereas: a request has been made by Point 6, LLC to be assigned the new lease terms;

Whereas: the Airport Advisory Board has considered said assignment and unanimously recommends assignment;

**NOW, THEREFORE, BE IT RESOLVED 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 a Land Lease Assignment with Chip Gibbons of Point 6 for a hangar located at the Bentonville Municipal Airport. The provisions of the new land lease shall be upheld.

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 _____, 2015⁶

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Ben Peters

Department

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Phone

271-5993

ACTION REQUIRED:

A Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with NWA Hangar, LLC for a hangar at 2503 SW I Street of Bentonville Municipal Airport. The annual rental based at \$0.21 per square foot for approximately 10,000 square feet for 45 years.

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 AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A LAND LEASE
AGREEMENT WITH NWA HANGAR, LLC FOR A
HANGAR SITE LOCATED AT THE BENTONVILLE
MUNICIPAL AIRPORT.

NOW, THEREFORE, BE IT RESOLVED 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 a Land Lease Agreement with Huey Long of NWA Hangar, LLC for a
hangar located at 2503 SW I Street, Bentonville Municipal Airport.

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 _____,
2014 *le*

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:

March 8, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with Summitt Aviation for a hangar at 2505 SW I Street, Bentonville Municipal Airport. Annual rental based at \$0.21 a square foot for 45 years.

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 AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO A LAND LEASE
AGREEMENT WITH SUMMIT AVIATION
HOLDINGS, LLC FOR A HANGAR SITE LOCATED
AT THE BENTONVILLE MUNICIPAL AIRPORT.

NOW, THEREFORE, BE IT RESOLVED 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 a Land Lease Agreement with Dave Powell of Summit Aviation
Holdings, LLC for a hangar located at 2505 SW I Street, Bentonville Municipal
Airport

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 _____,
2014 *le*

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid # 15-53
	Budget Adjustment	
x	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Bentonville Sidewalk Improvements 2015 is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$1,793.50 less than the currently contracted amount of \$67,966.90. The final contract amount is \$66,173.40.

COST TO CITY:

Cost of this Request: (\$1,793.50)

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 67,966.90
Funds Expended to Date	59,556.06
Remaining Budget	8,410.84
Budget Adjustment	(1,793.50)
Remaining After Adjustment	\$ 6,617.34

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

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PLEASE RECYCLE



**FINAL PAYMENT APPLICATION AND CHANGE ORDER RECONCILIATION
CITY OF BENTONVILLE
BENTONVILLE SIDEWALK IMPROVEMENTS 2015
BID NO. 15-53**

ITEM #	ITEM DESCRIPTION	UNITS	UNIT PRICE	PLAN QTY	FINAL QTY	CHANGE	DIFFERENCE	EARNED TO DATE
111.1	Construction Control	LS	\$ 925.00	1	1	0.00	\$ -	\$ 925.00
112.1	Trench and Excavation Safety System	LS	\$ 100.00	1	1	0.00	\$ -	\$ 100.00
202.1	Undercut and Backfill	CY	\$ 64.00	1	0	(1.00)	\$ (64.00)	\$ -
204.1	Grading and Topsoil Placement	SY	\$ 28.19	150	150	0.00	\$ -	\$ 4,228.50
301.1	18" CMP Outside of Roadway	LF	\$ 66.00	8	20	12.00	\$ 792.00	\$ 1,320.00
301.1	24" CMP Outside of Roadway	LF	\$ 87.00	7	7	0.00	\$ -	\$ 609.00
306.1	24" CMP Flared End Section	EA	\$ 354.00	1	1	0.00	\$ -	\$ 354.00
401.1	1' Aggregate Base Course for NW 2 nd Street	SY	\$ 45.00	50	50	0.00	\$ -	\$ 2,250.00
502.1	Concrete Sidewalk including Granular Base	SY	\$ 61.50	731	690	(41.00)	\$ (2,521.50)	\$ 42,435.00
505.1	Seeding and Mulch	AC	\$ 5,010.00	0.19	0.19	0.00	\$ -	\$ 951.90
507.6	Crosswalks (Thermoplastic)	LF	\$ 29.00	42	42	0.00	\$ -	\$ 1,218.00
509.1	Erosion Control	LS	\$ 5,083.00	1	1	0.00	\$ -	\$ 5,083.00
510.1	Traffic Control	LS	\$ 1,150.00	1	1	0.00	\$ -	\$ 1,150.00
511.1	Mobilization (5% Max)	LS	\$ 2,500.00	1	1	0.00	\$ -	\$ 2,500.00
513.1	Cast-in-Place Tactile Panel	SF	\$ 23.00	10	10	0.00	\$ -	\$ 230.00
513.2	Handicap Ramp Concrete	EA	\$ 518.00	1	1	0.00	\$ -	\$ 518.00
	R&D of Concrete Sidewalk	SF	\$ 14.40	40	40	0.00	\$ -	\$ 576.00
	R&D of 24" FES	EA	\$ 1,150.00	1	1	0.00	\$ -	\$ 1,150.00
	Remove and Relocate 18" FES	EA	\$ 575.00	1	1	0.00	\$ -	\$ 575.00
						BENTONVILLE SIDEWALK IMPROVEMENTS 2015		
						\$ (1,793.50)	\$	66,173.40



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.

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PLEASE RECYCLE



M E M O R A N D U M

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



BEUD CONSTRUCTION SPECIFICATIONS

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BEUD CONSTRUCTION SPECIFICATIONS

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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



BEUD CONSTRUCTION SPECIFICATIONS

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.



BEUD CONSTRUCTION SPECIFICATIONS

- 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.



BEUD CONSTRUCTION SPECIFICATIONS

- 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.



BEUD CONSTRUCTION SPECIFICATIONS

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.



BEUD CONSTRUCTION SPECIFICATIONS

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



BEUD CONSTRUCTION SPECIFICATIONS

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 6.4.**
- 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**



BEUD CONSTRUCTION SPECIFICATIONS

- 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.



BEUD CONSTRUCTION SPECIFICATIONS

- 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.



BEUD CONSTRUCTION SPECIFICATIONS

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



BEUD CONSTRUCTION SPECIFICATIONS

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 ¾" 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.



BEUD CONSTRUCTION SPECIFICATIONS

- 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 BEUD 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

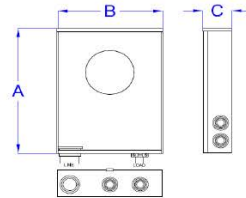
21.1 GENERAL REQUIREMENTS

- 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.



BEUD SERVICE GUIDELINES

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



Notes:

* - OR EQUIVALENT

**ALL 3 PHASE METER BASES
ARE OH/UG 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	UTRS111CCH	METER SOCKET ONLY
200A METER	17"	13"	4.5"	CUTLER-HAMMER	UTRS233CCH	METER SOCKET ONLY
100/200A COMBO	25"	14"	4.5"	CUTLER-HAMMER	MBT48P200BTS	HAS SPACE FOR UP TO FOUR ADDITIONAL BREAKERS. 100A OR 200A MAIN BREAKER SOLD SEPERATELY
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	U5750-RLX-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.



BEUD SERVICE GUIDELINES

- 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.



BEUD SERVICE GUIDELINES

- 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.



BEUD SERVICE GUIDELINES

- 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.



BEUD SERVICE GUIDELINES

- 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.



BEUD SERVICE GUIDELINES

- 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.



BEUD SERVICE GUIDELINES

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>
Electric Service Information Sheet.....		DS-1401
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
Street Light Foundation for 12' Residential Lights.....		DS-1415
Street Light Foundation for 22' Commercial Lights		DS-1416
Transformer Pad and Meter Configuration for CT's on Spades.....		DS-1417
Pipe Bollard Detail		DS-1418
Conduit Installation Details		DS-1419
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
Braced Temporary Service Pole		DS-1001
Temporary Underground Service		DS-1002
100A Meter Pedestal.....		DS-1003
100A Meter Pedestal (CATV & TELCO only).....		DS-1004
100A/200A Residential Overhead Service.....		DS-1005
100A/200A Residential Overhead Service - Mast thru Roof.....		DS-1006
100A/200A Residential Underground Service		DS-1007
Commercial Overhead Service for Self-Contained Metering		DS-1008
Primary Conduit Installation.....		DS-1009
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
Underground Service for CT Metering, Freestanding Metering		DS-1014
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

REV 3 – 2/23/15

Page 3-i



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/tapboxes with drawings)

Number of electric meters:

Number of meter packs:

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

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

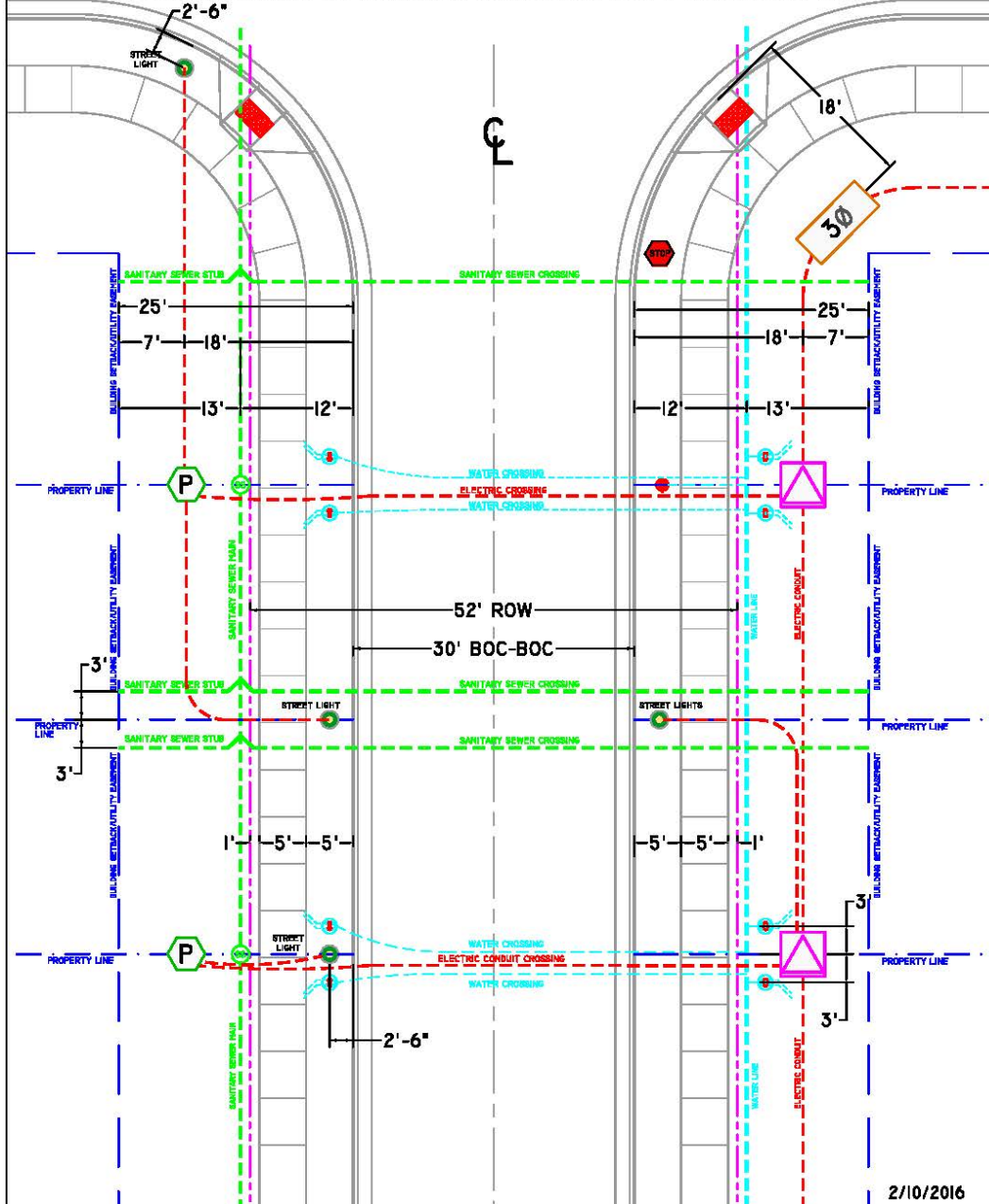


ELECTRIC SERVICE
INFORMATION SHEET

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



2/10/2016



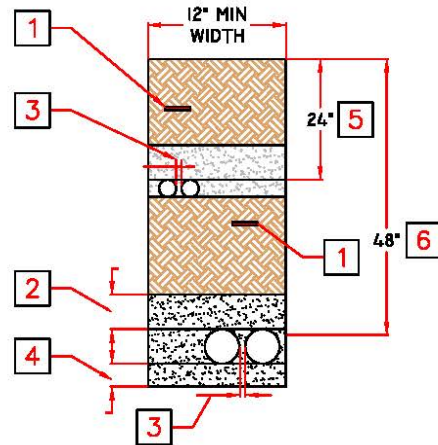
**SUBDIVISION UTILITY
PLACEMENT SPECIFICATIONS**

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).

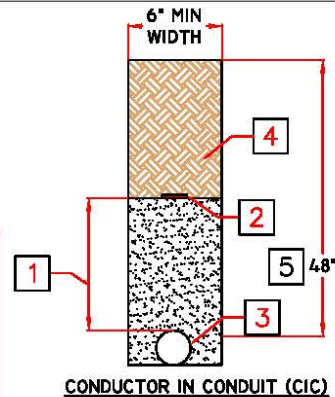
CONTRACTOR NOTE:
CONDUIT SHALL NOT BE STACKED.
PRIMARY AND SECONDARY CONDUIT
MUST HAVE HORIZONTAL SEPARATION.
(NOT REQUIRED FOR CT SERVICES)



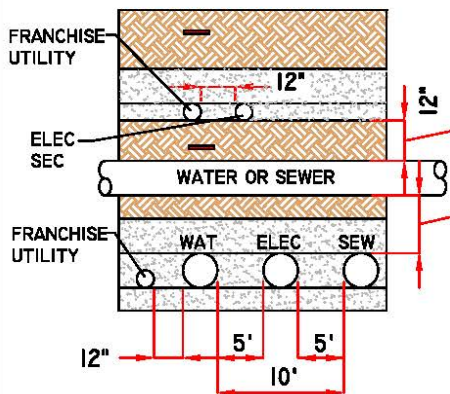
*12" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

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

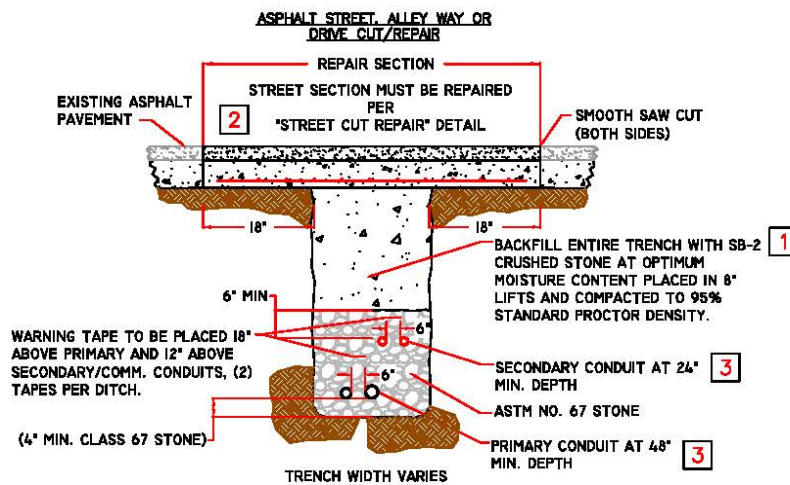
UTILITY SEPARATIONS:

- 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.

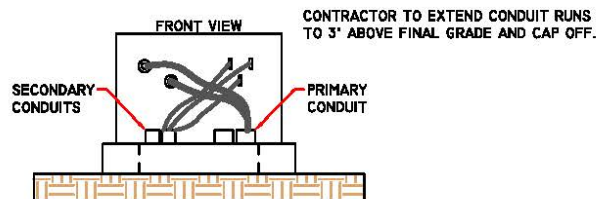
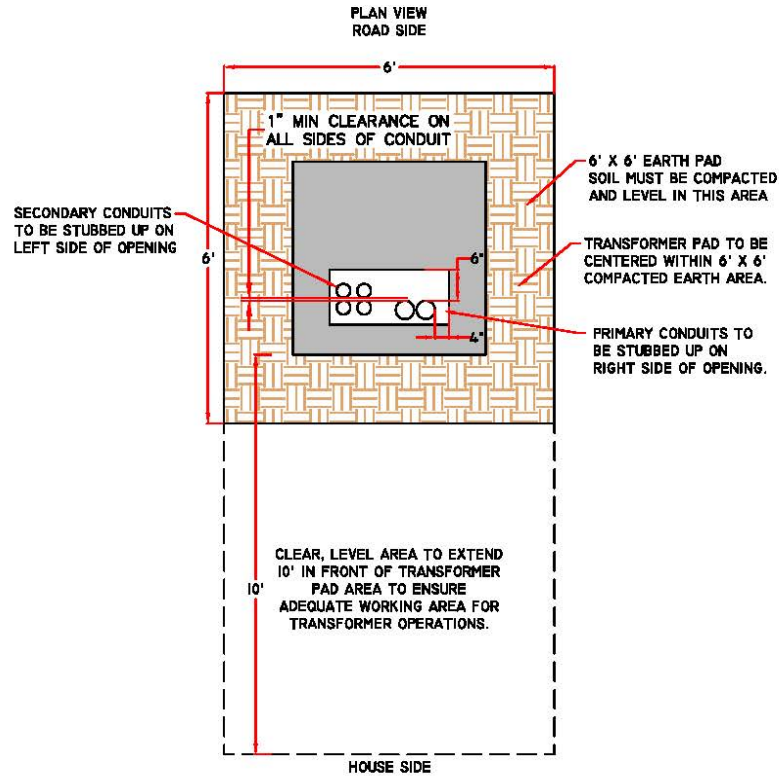
12/10/2014



TRENCH DETAIL IN ASPHALT

DS-1404

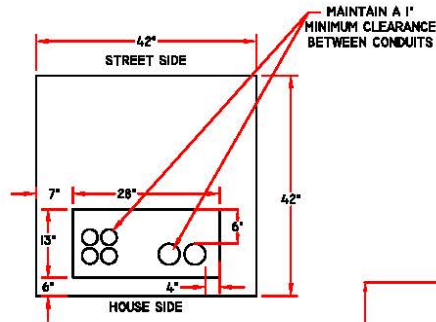
***CONDUIT PLACEMENT MUST MATCH
TEMPLATE AVAILABLE AT BEUD.**



**SINGLE PHASE TRANSFORMER
SITE REQUIREMENTS**

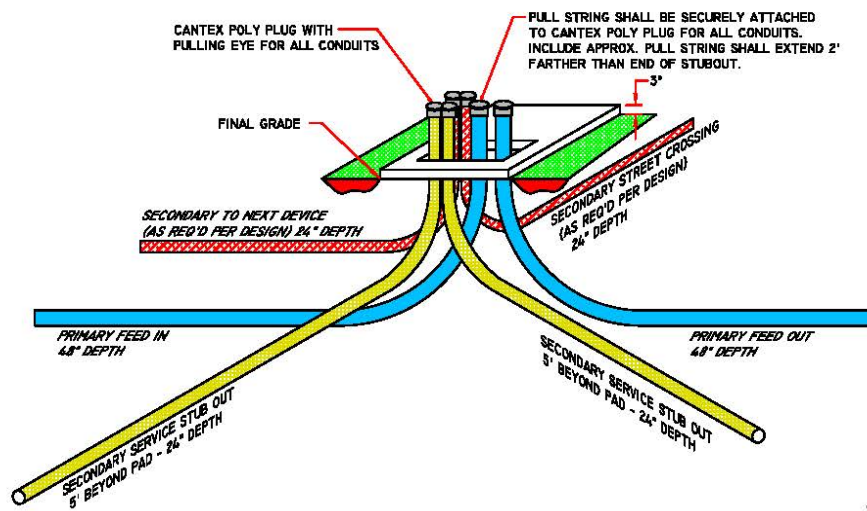
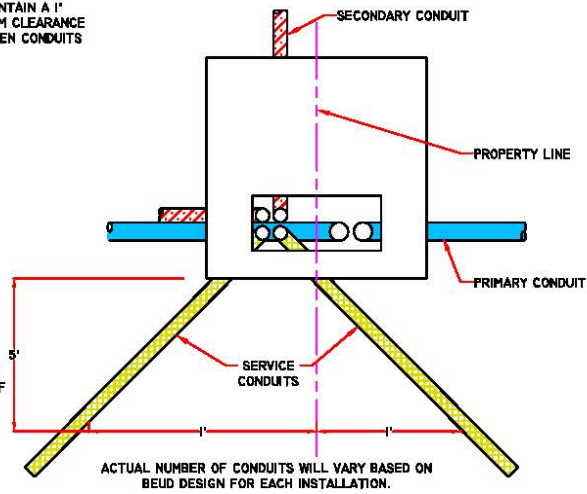
DS-1405*
REV 3 - 2/23/16

PLAN VIEW - PAD DIMENSIONS



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

PLAN VIEW - CONDUIT LAYOUT



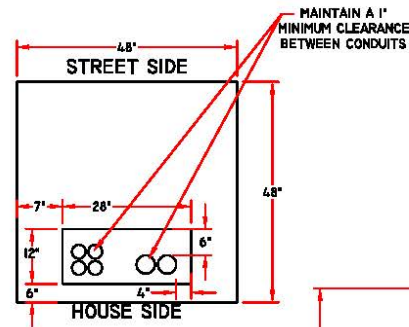
2/10/2016



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

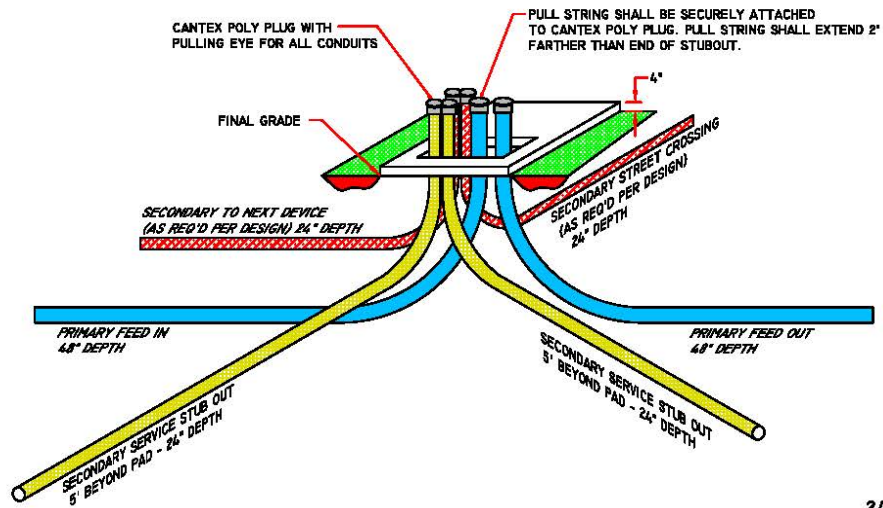
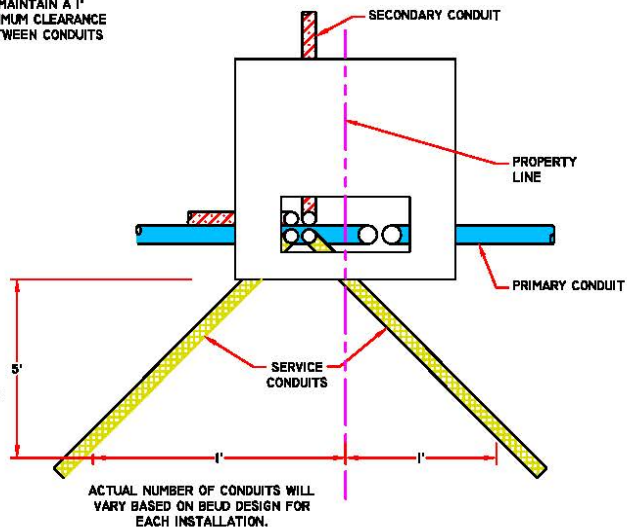
DS-1406

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

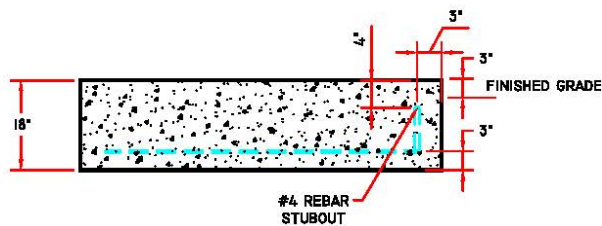
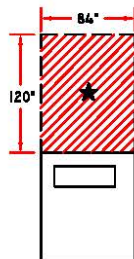
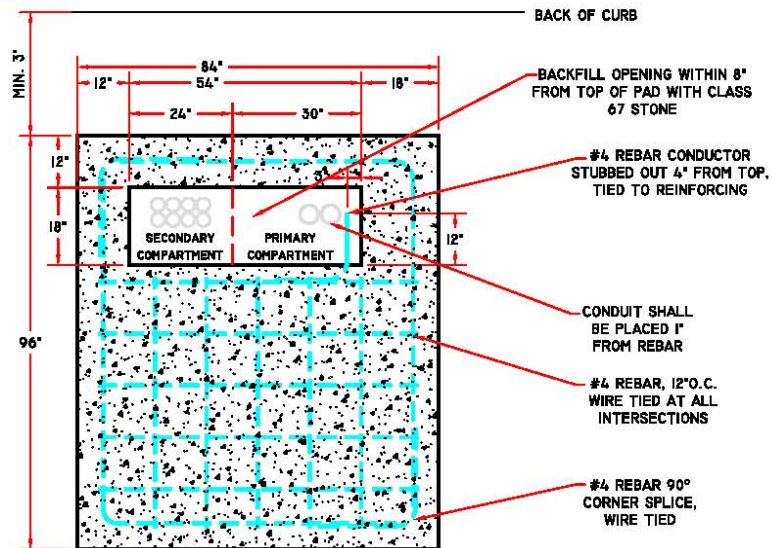
TRANSFORMER PAD SHALL BE 18" THICK TO MEET NESC 94.B.6. NO GROUND RING IS REQUIRED IF THE CONCRETE DEPTH BELOW GRADE IS MINIMUM 1'.

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

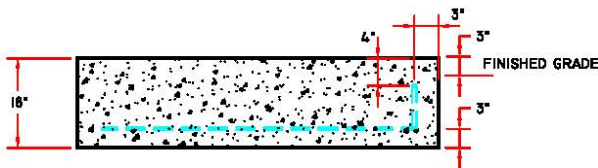
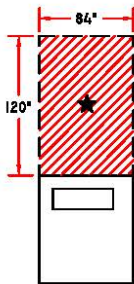
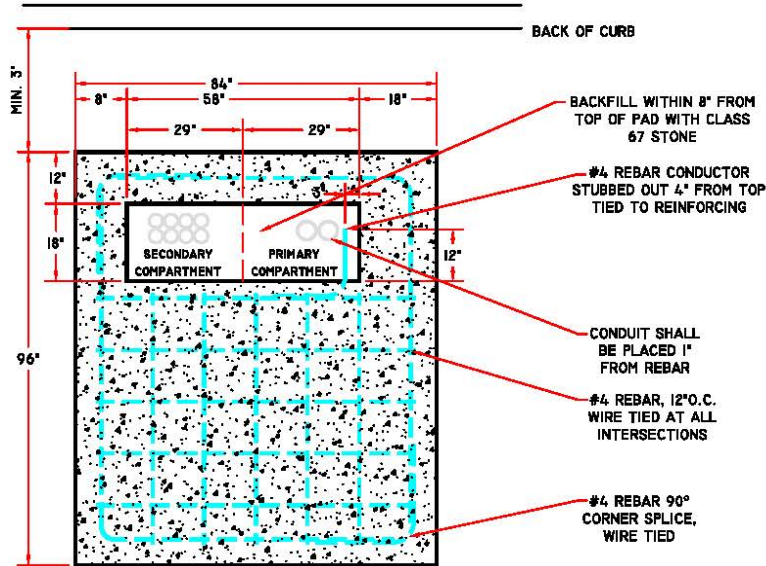
DS-1408

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'.



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

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

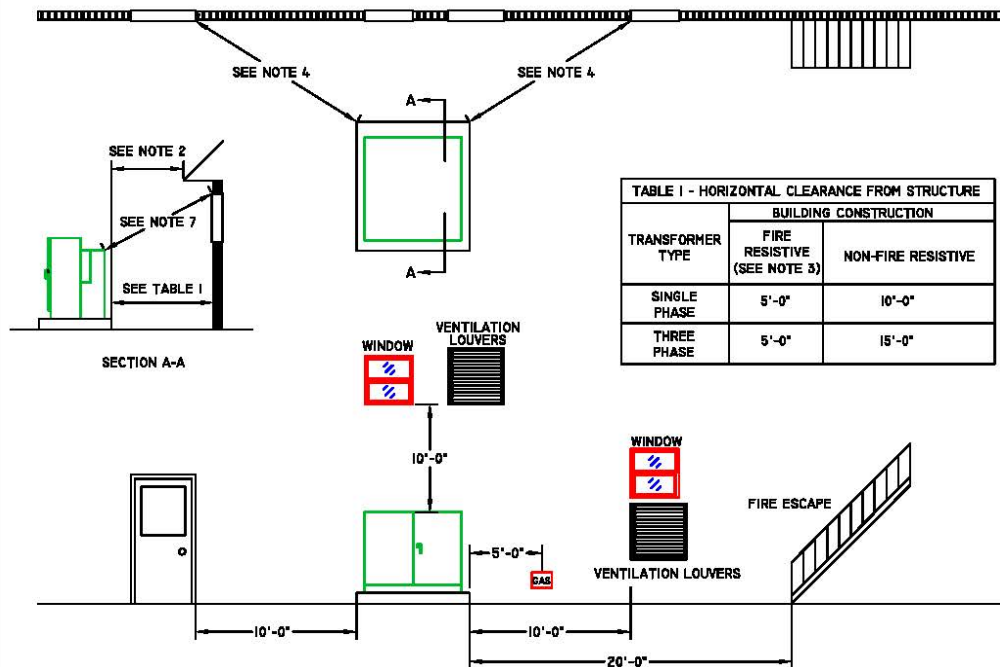


★ 84" X 120" CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET, NO OBSTRUCTIONS.



THREE PHASE TRANSFORMER PAD
1500-2500 kVA

DS-1409



NOTES:

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

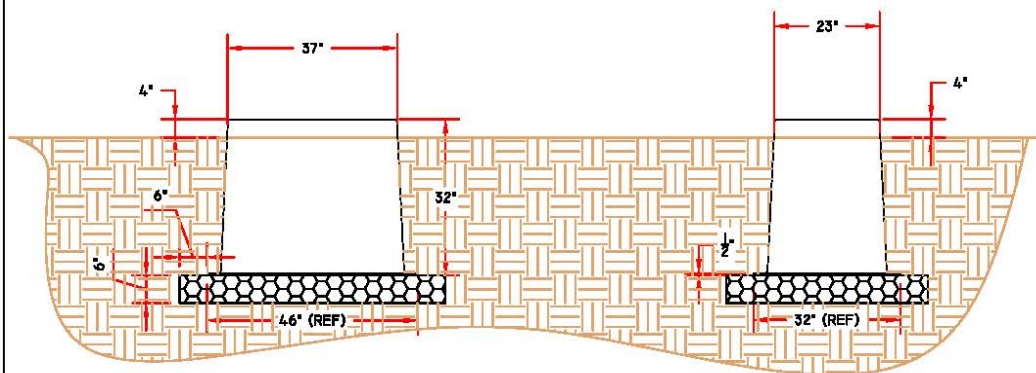
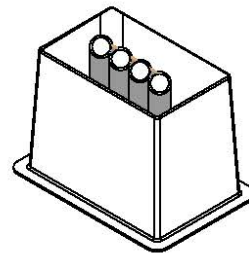
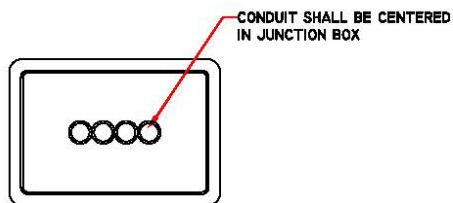
1/18/2016



**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.**

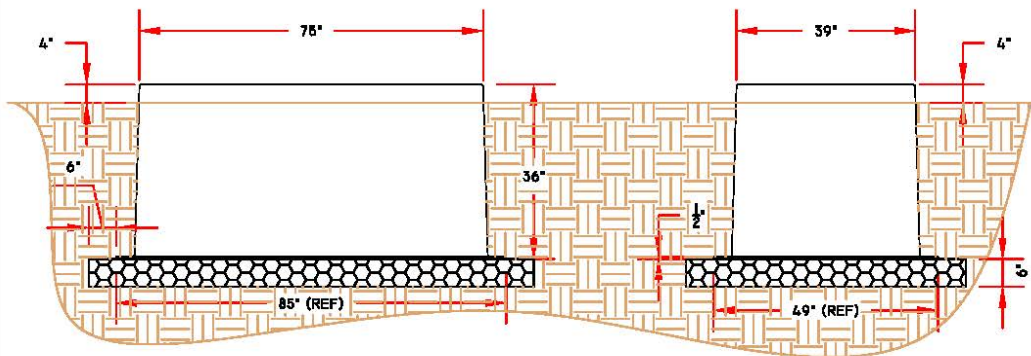
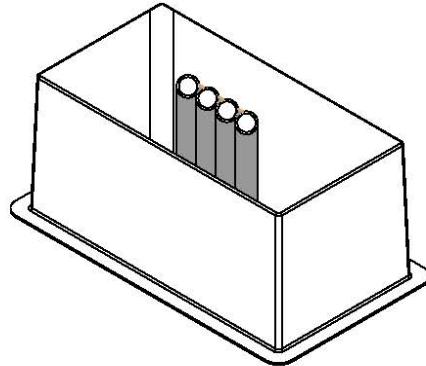
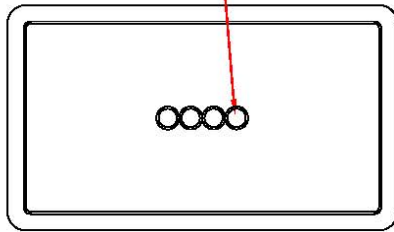


**SINGLE PHASE PRIMARY
JUNCTION BOX FOUNDATION**

DS-1411

MAP SYMBOL **30**

CONDUIT SHALL BE CENTERED
IN JUNCTION BOX



NOTES:

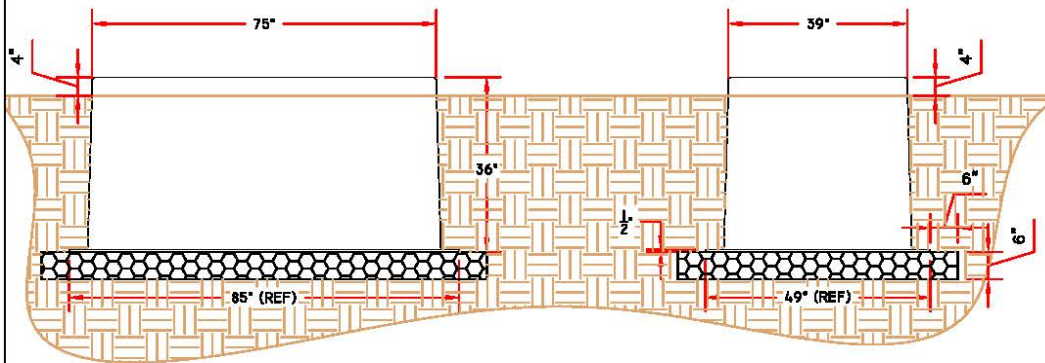
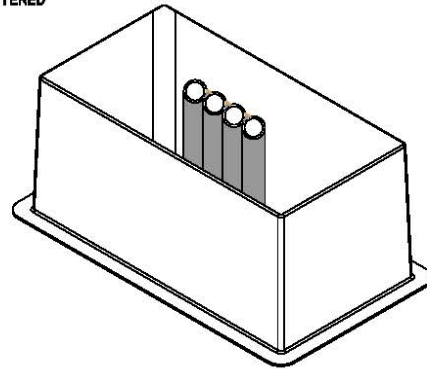
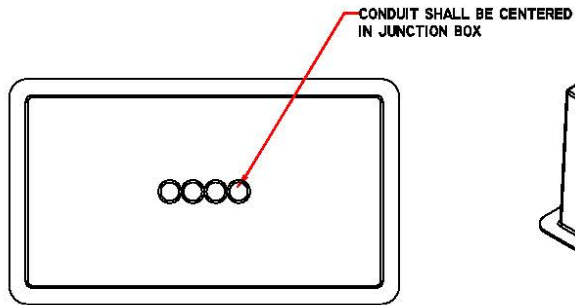
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE FINAL GRADE.
2. SOIL BELOW 6" OF GRAVEL SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO 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:

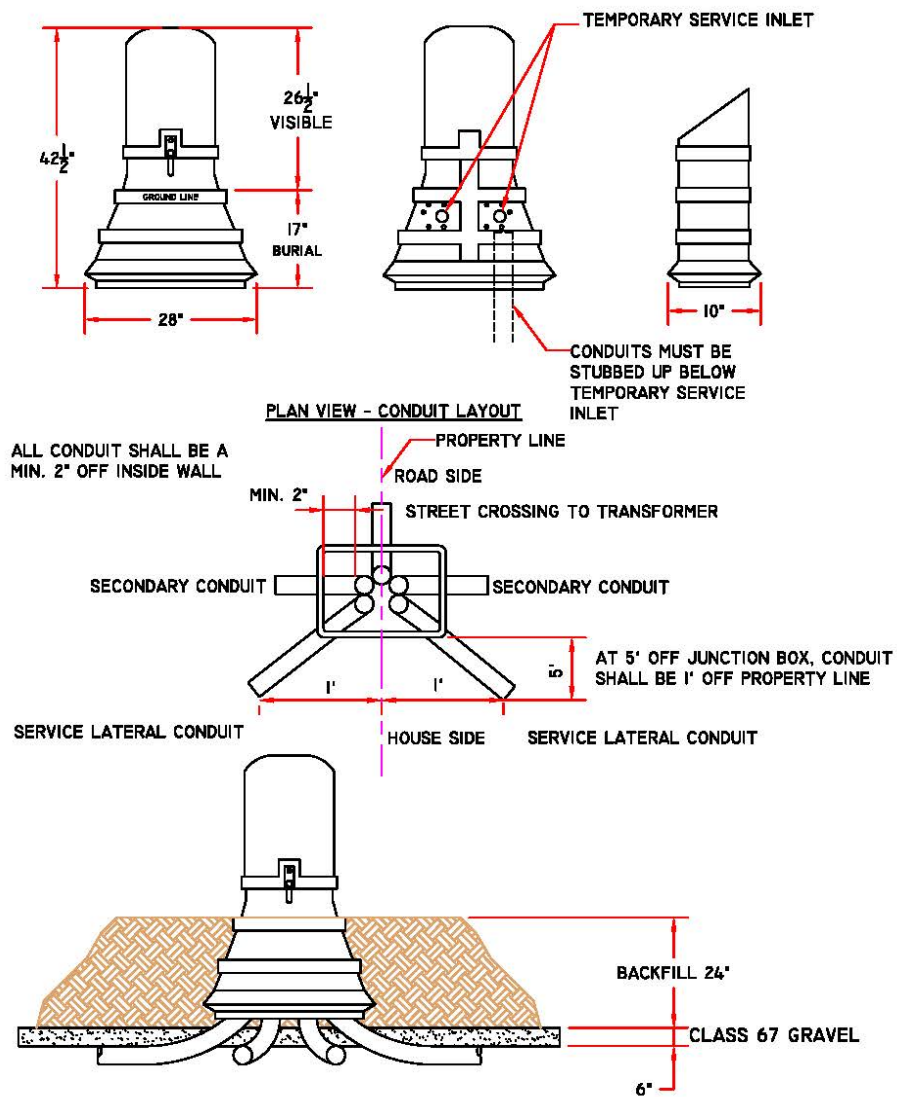
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE FINAL GRADE.
2. SOIL BELOW 6" OF GRAVEL SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO 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:

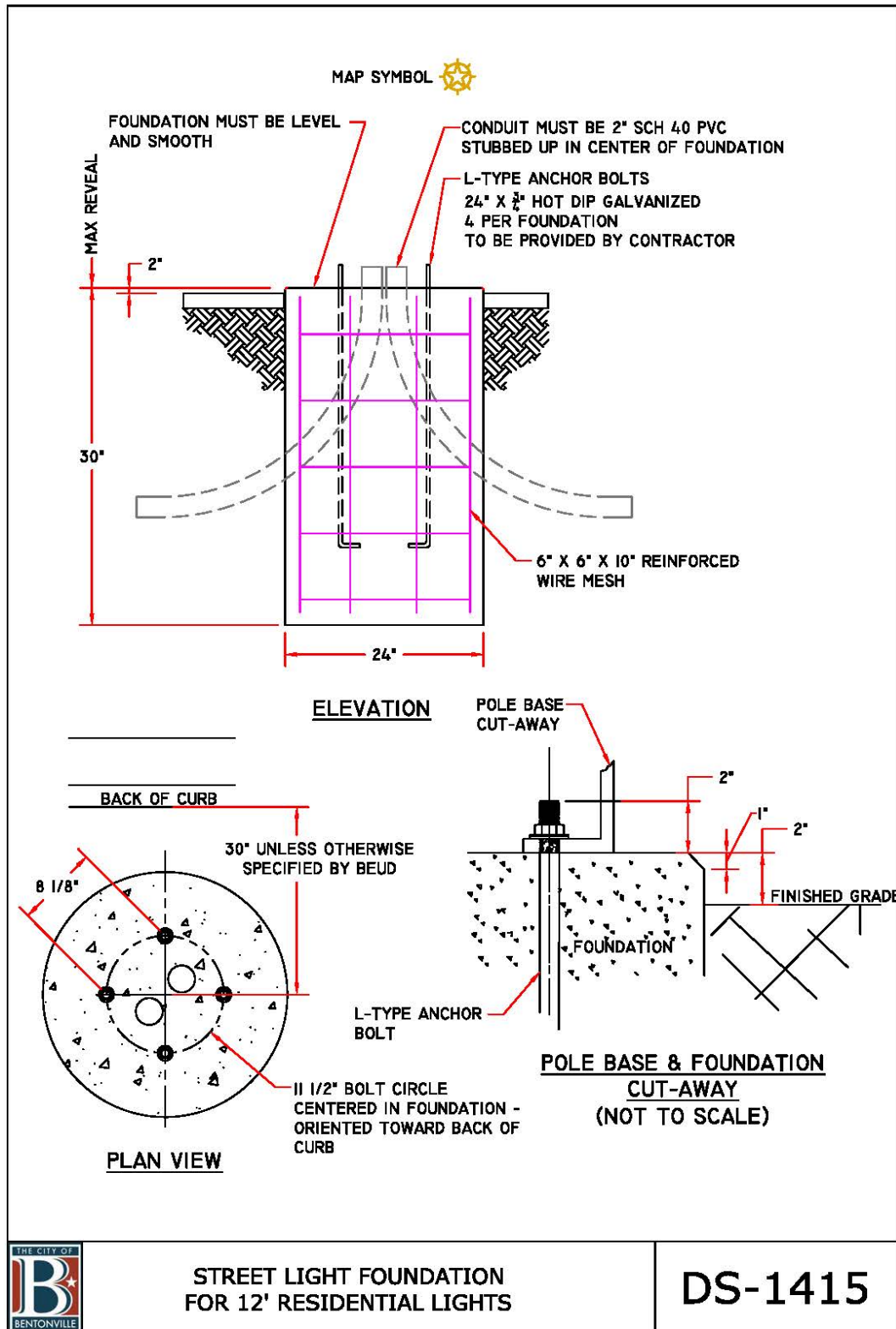
1. EXCAVATE A 30" W X 24" H X 17" D PIT CENTERED IN A 5' X 5' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.

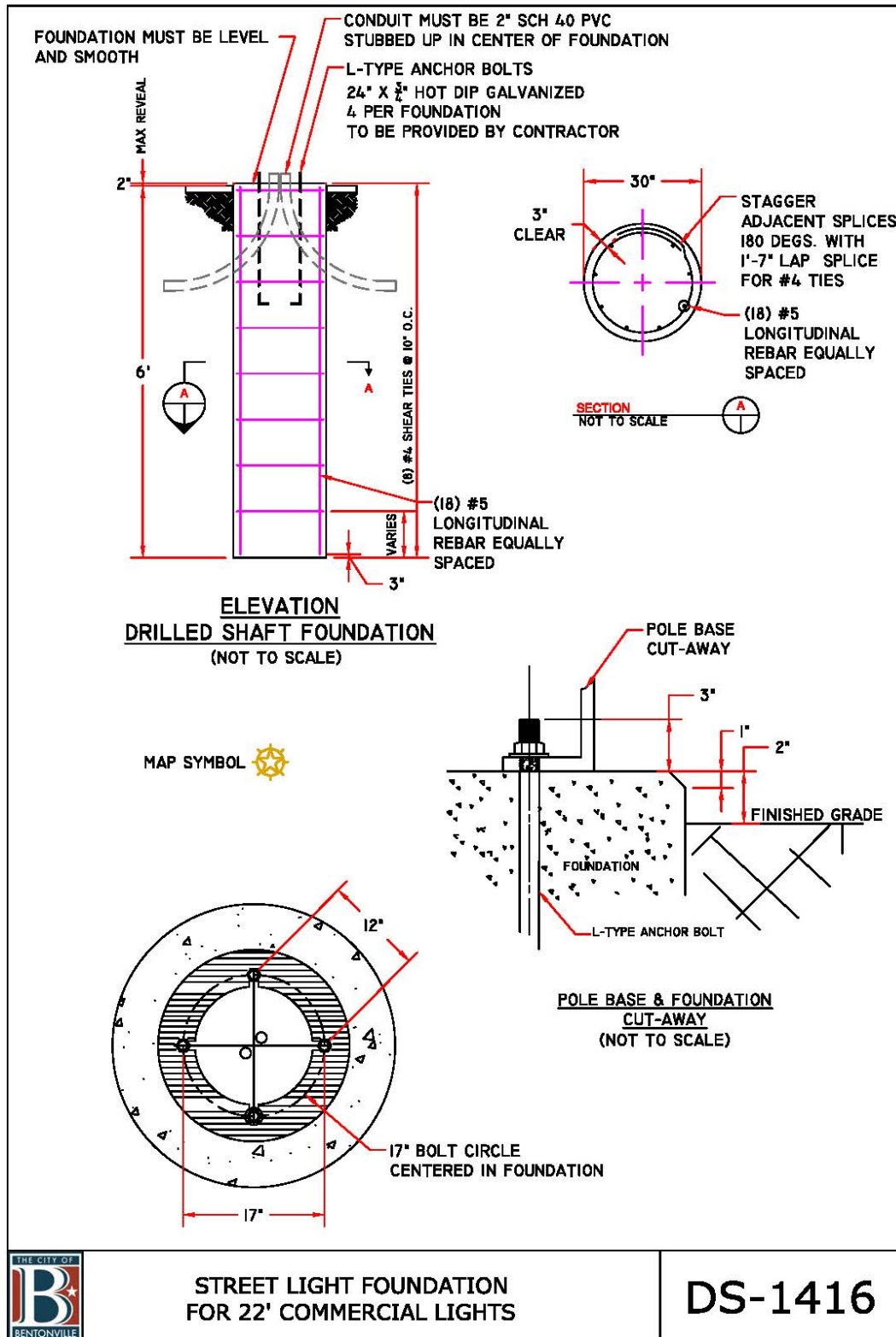
2/11/2016

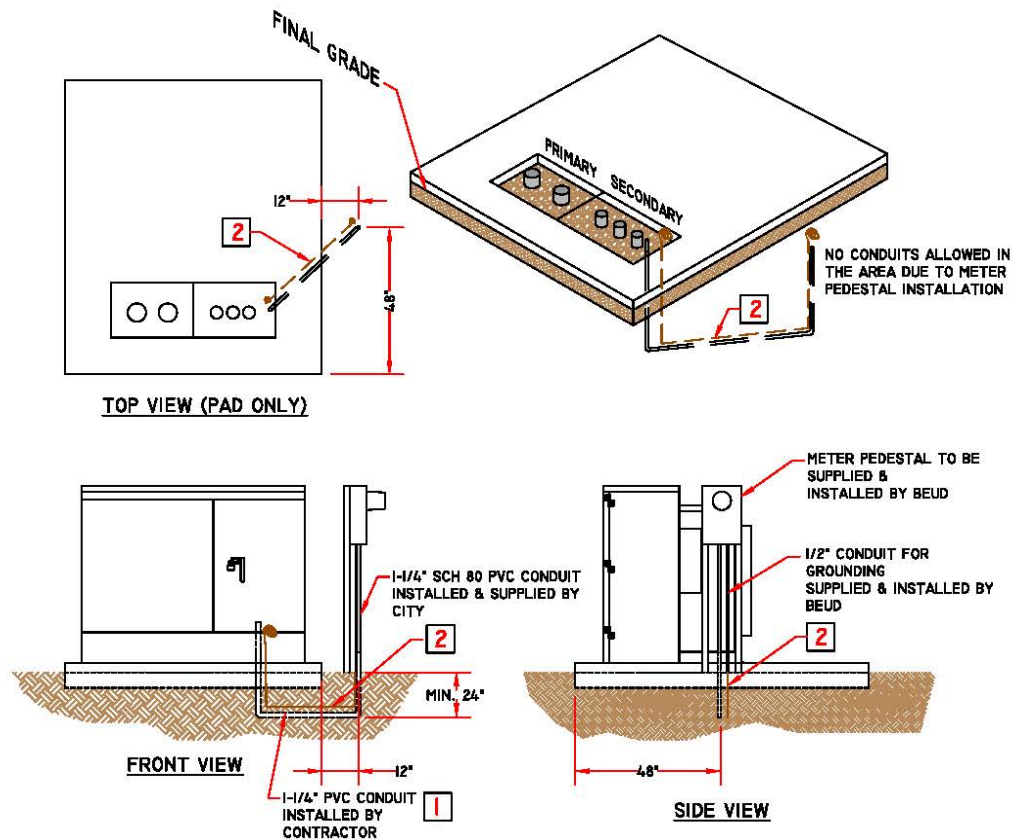


SECONDARY JUNCTION BOX

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



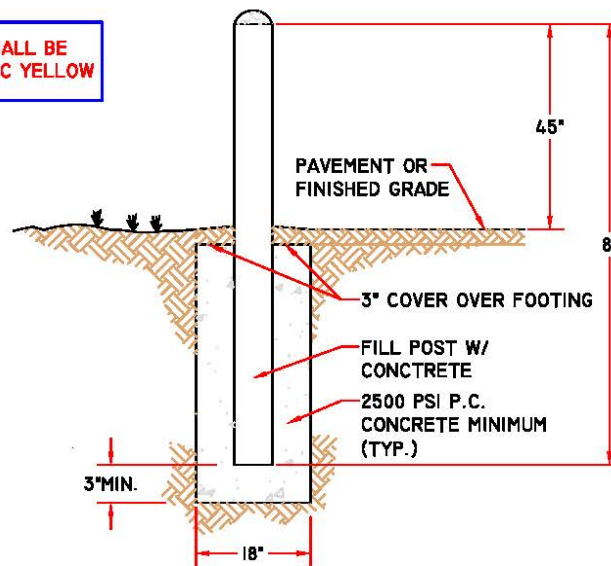
**TRANSFORMER PAD AND
METER CONFIGURATION FOR
CT'S ON SPADES**

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



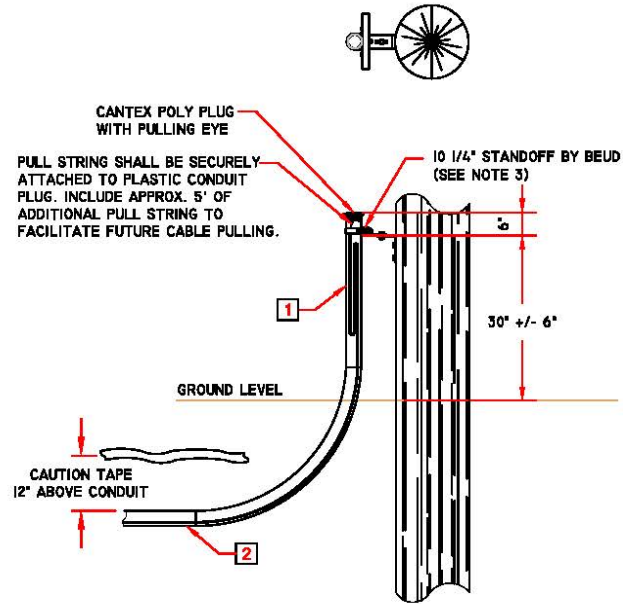
PIPE BOLLARD
N.T.S.

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.

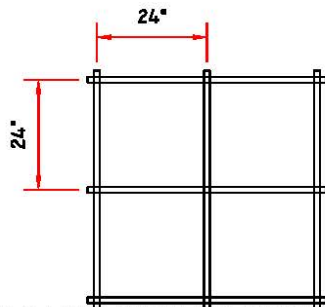
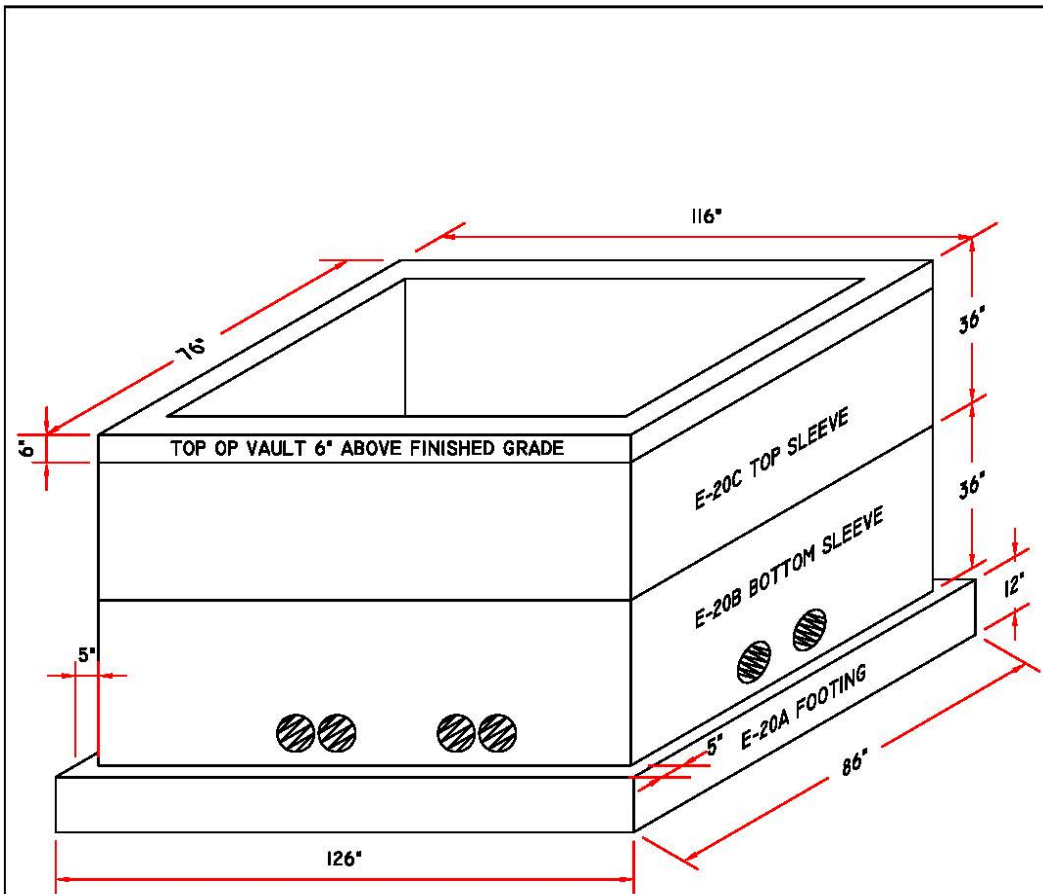
3. STAND-OFF WILL BE SUPPLIED AND INSTALLED BY CITY OF BENTONVILLE ELECTRIC DEPARTMENT. CALL 479-271-3135 PRIOR TO DIGGING TO CONFIRM CORRECT POLE AND STAND-OFF INSTALLATION.

2/10/2016



CONDUIT INSTALLATION
DETAILS

DS-1419



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

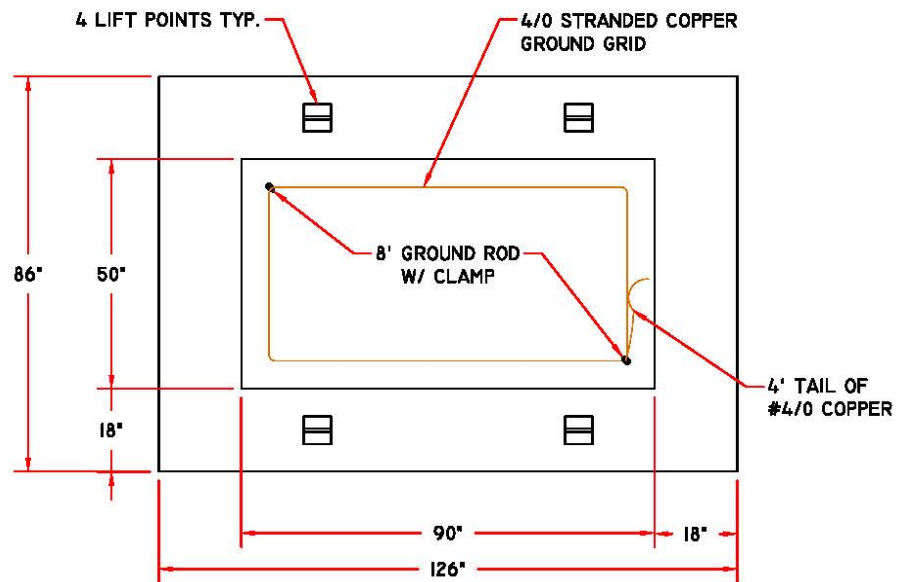
CONTRACTOR SHALL COVER EACH UNUSED HOLES INDIVIDUALLY. NO GLUE SHALL BE USED.

1/18/2016

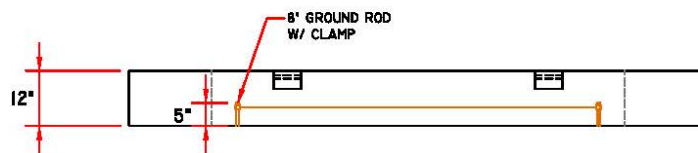


PADMOUNT SWITCHGEAR
VAULT ASSEMBLY

DS-1420



TOP VIEW



FRONT VIEW

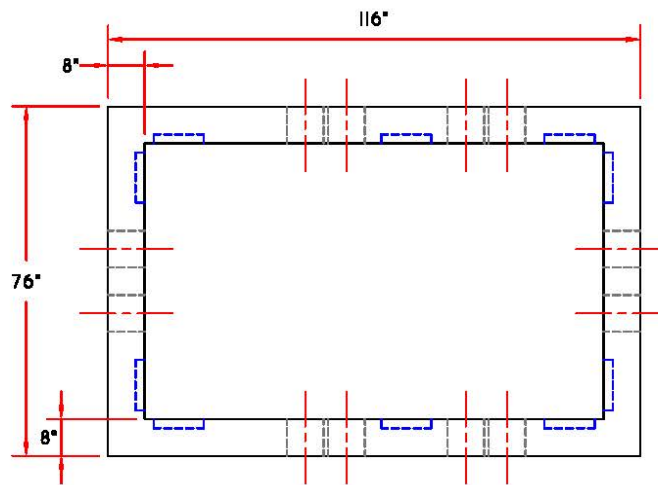
WT: 3,200 LBS

4/11/2014

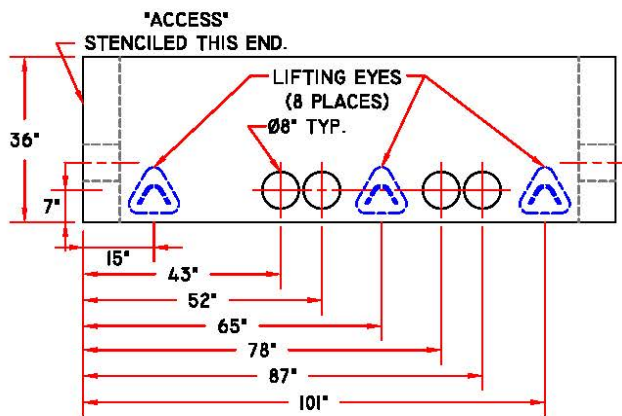


PADMOUNT
SWITCHGEAR VAULT FOOTER

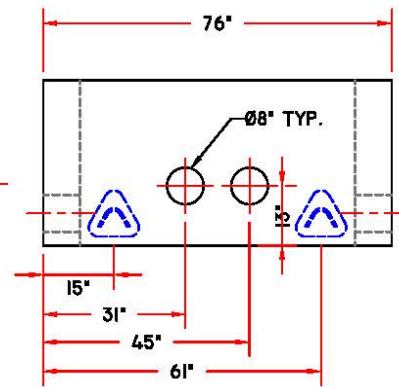
DS-1420A



TOP VIEW



FRONT VIEW



SIDE VIEW

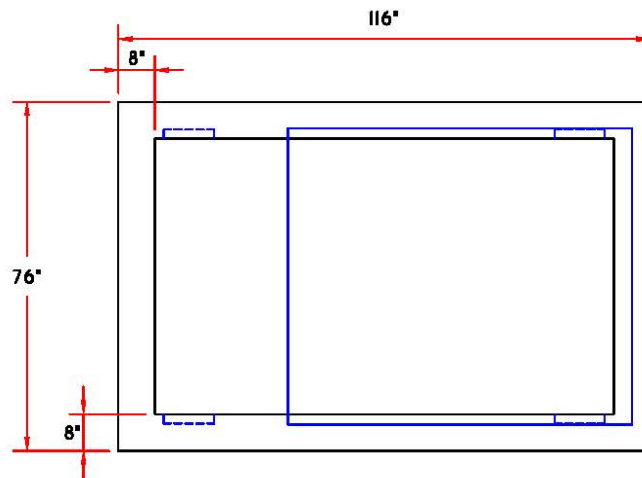
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4/11/2014

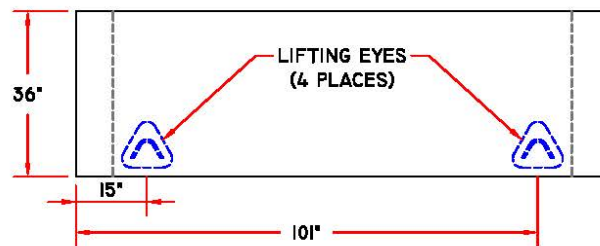


**PADMOUNT SWITCHGEAR
BOTTOM SLEEVE**

DS-1420B



TOP VIEW



FRONT VIEW

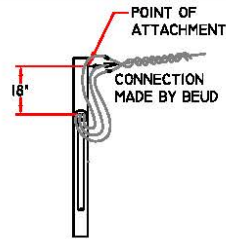
WT: 9,200 LBS

4/11/2014

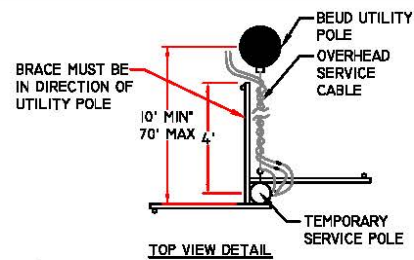


PADMOUNT SWITCHGEAR
TOP SLEEVE

DS-1420C

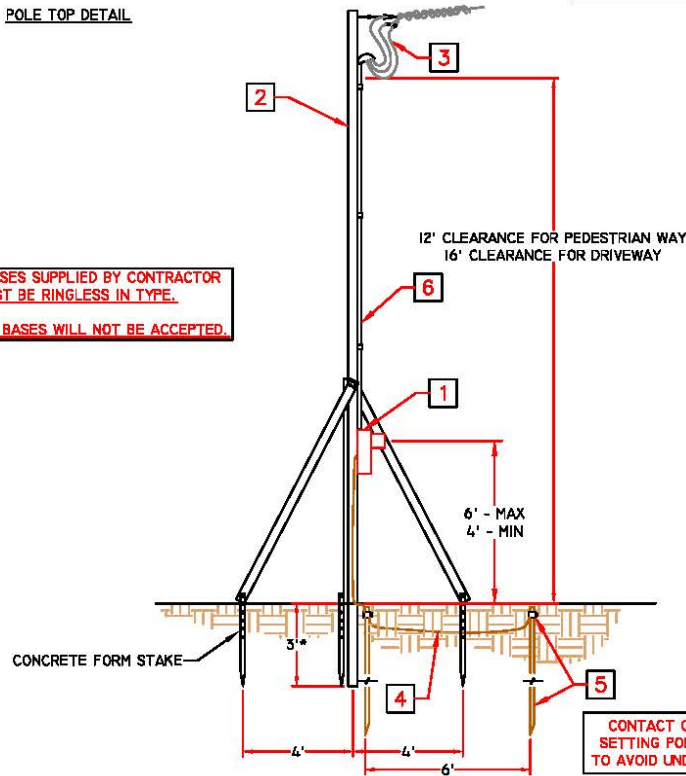


POLE TOP DETAIL



TOP VIEW DETAIL

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



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

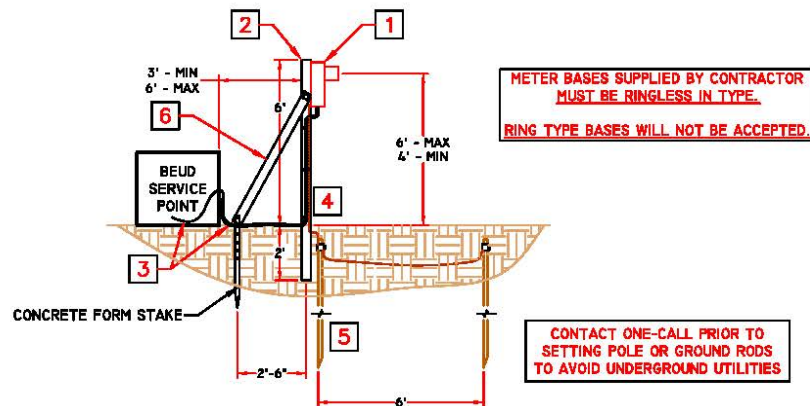
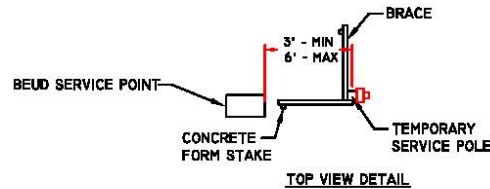
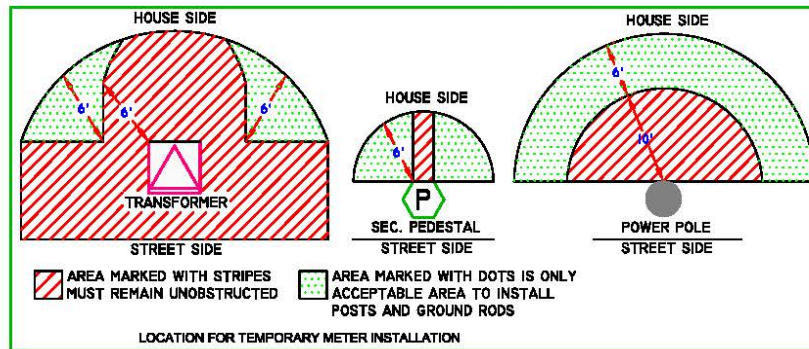
NOTES: #

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 60 CONDUIT.



BRACED TEMPORARY
SERVICE POLE

DS-1001

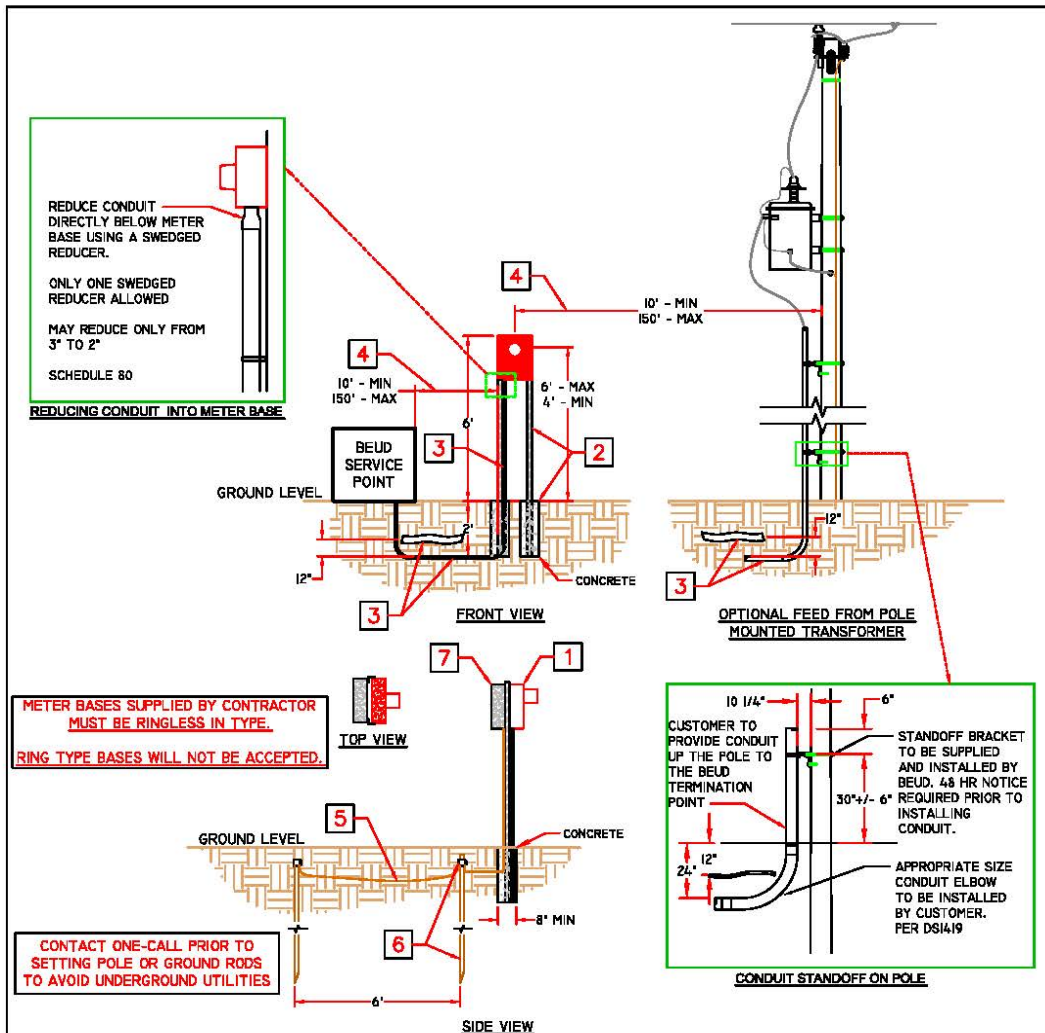


- NOTES: #
1. RINGLESS METER SOCKET FURNISHED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
 2. CUSTOMER TO FURNISH AND INSTALL PENTA TREATED 8' PINE POLE OR 4"x4" POST. NO RAILROAD TIES ACCEPTED.
 3. MINIMUM CONDUCTORS ALLOWED #6 COPPER OR #4 ALUMINUM. 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

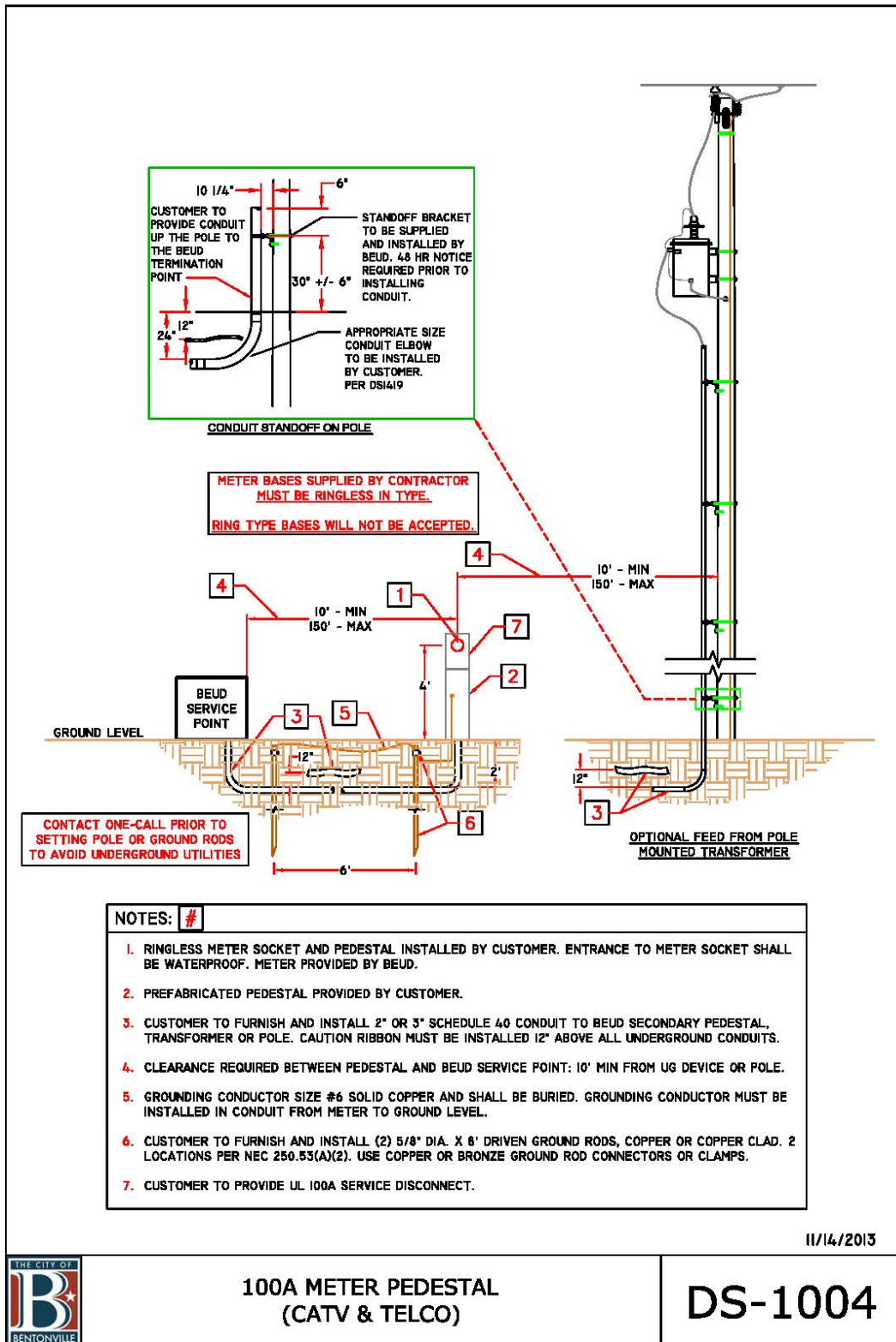


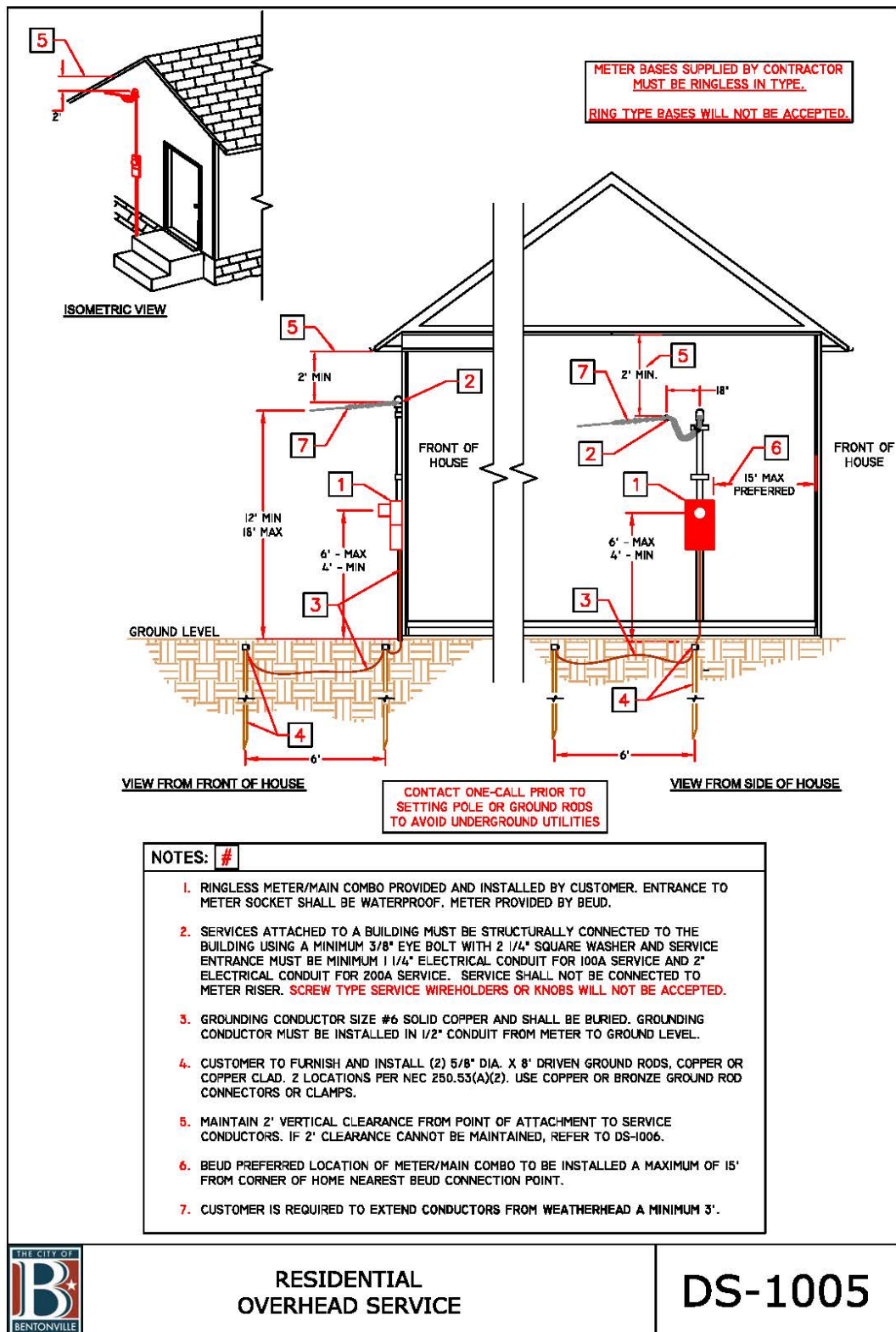
- NOTES:** #
1. RINGLESS METER SOCKET AND FRAME INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
 2. MINIMUM: 3" x 2" x 1/4" ANGLE IRON IN CONCRETE. 3" UNI-STRUT, 3" RIGID PIPE, OR *EQUIVALENT. (*MUST BE APPROVED PRIOR TO CONSTRUCTION.)
 3. CUSTOMER TO FURNISH AND INSTALL 2" OR 3" SCHEDULE 40 CONDUIT TO BEUD SECONDARY PEDESTAL, TRANSFORMER OR POLE (REFER TO SEC 20.4.4). SCHEDULE 80 SHALL BE USED FOR EXPOSED SECTIONS OF CONDUIT AT METER PEDESTAL. CAUTION RIBBON MUST BE INSTALLED 12" ABOVE ALL UNDERGROUND CONDUITS.
 4. CLEARANCE REQUIRED BETWEEN PEDESTAL AND BEUD SERVICE POINT: 10' MIN FROM UG DEVICE OR POLE.
 5. GROUNDING CONDUCTOR SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL.
 6. 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.
 7. CUSTOMER TO PROVIDE UL 100A SERVICE DISCONNECT.

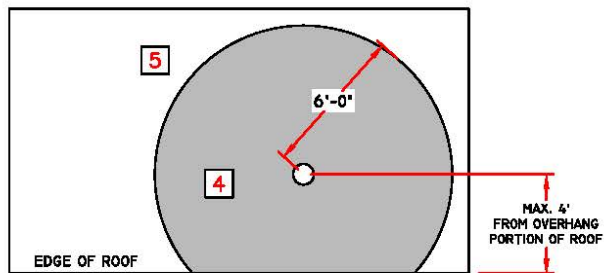


100A METER PEDESTAL*

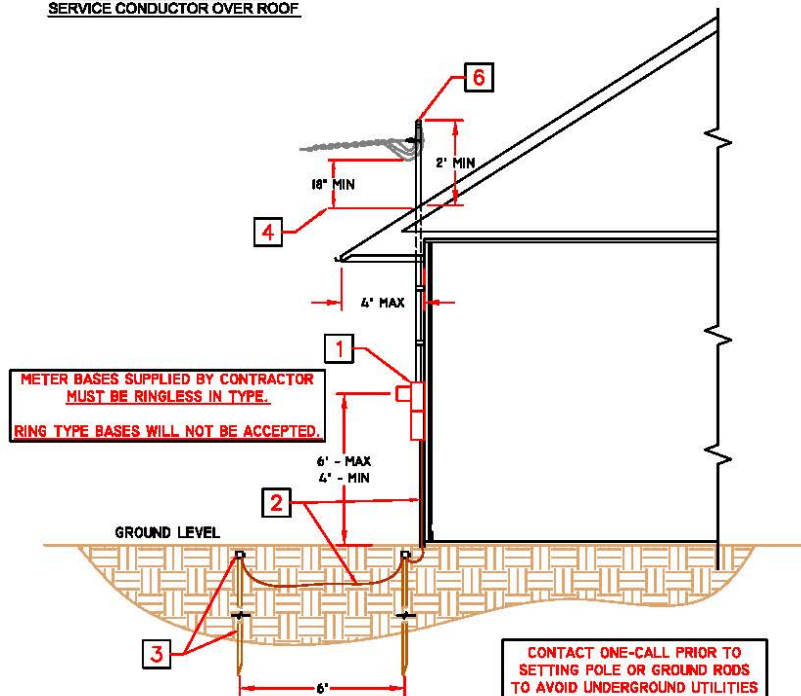
DS-1003







**REQUIRED CLEARANCE OF
SERVICE CONDUCTOR OVER ROOF**



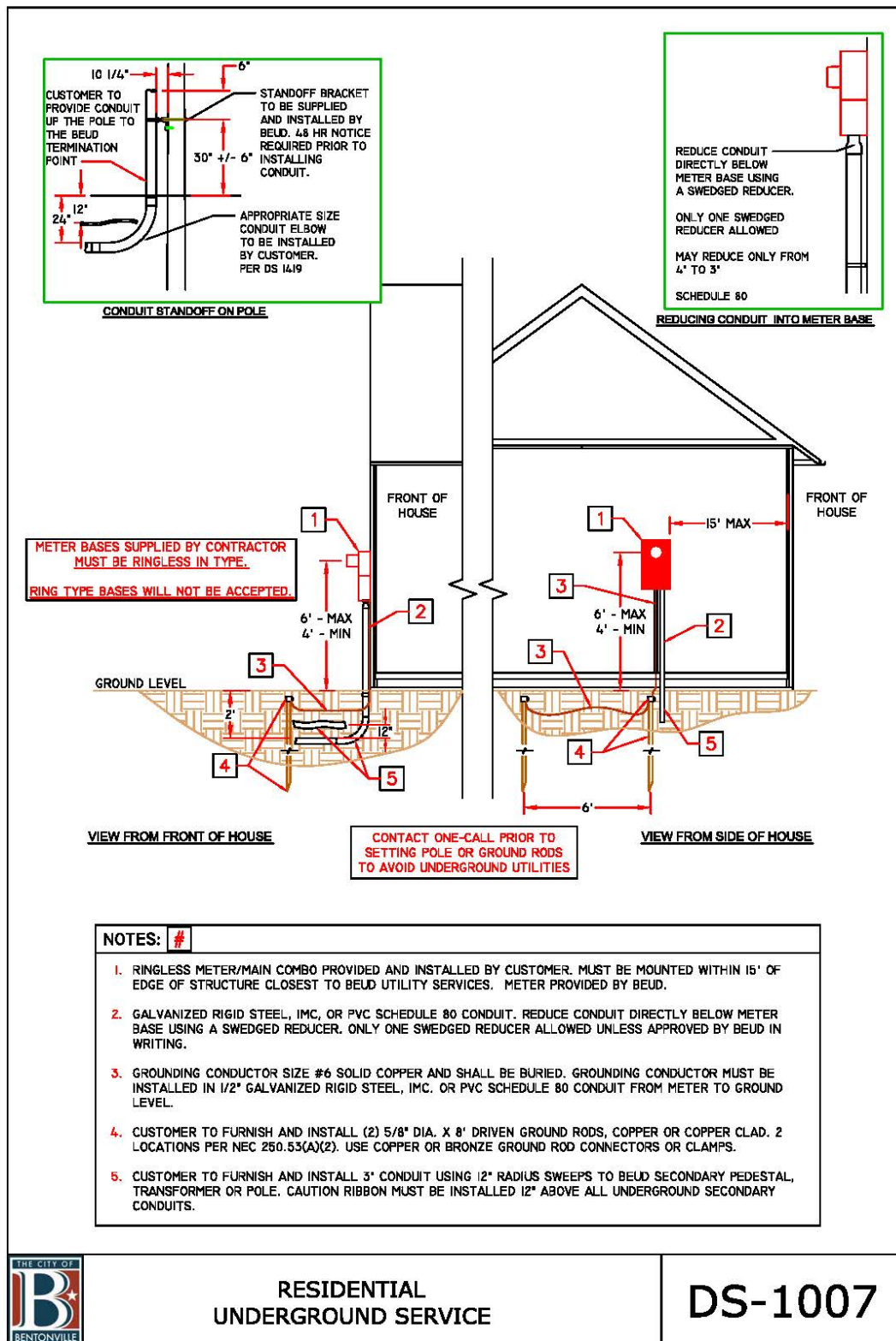
NOTES: #

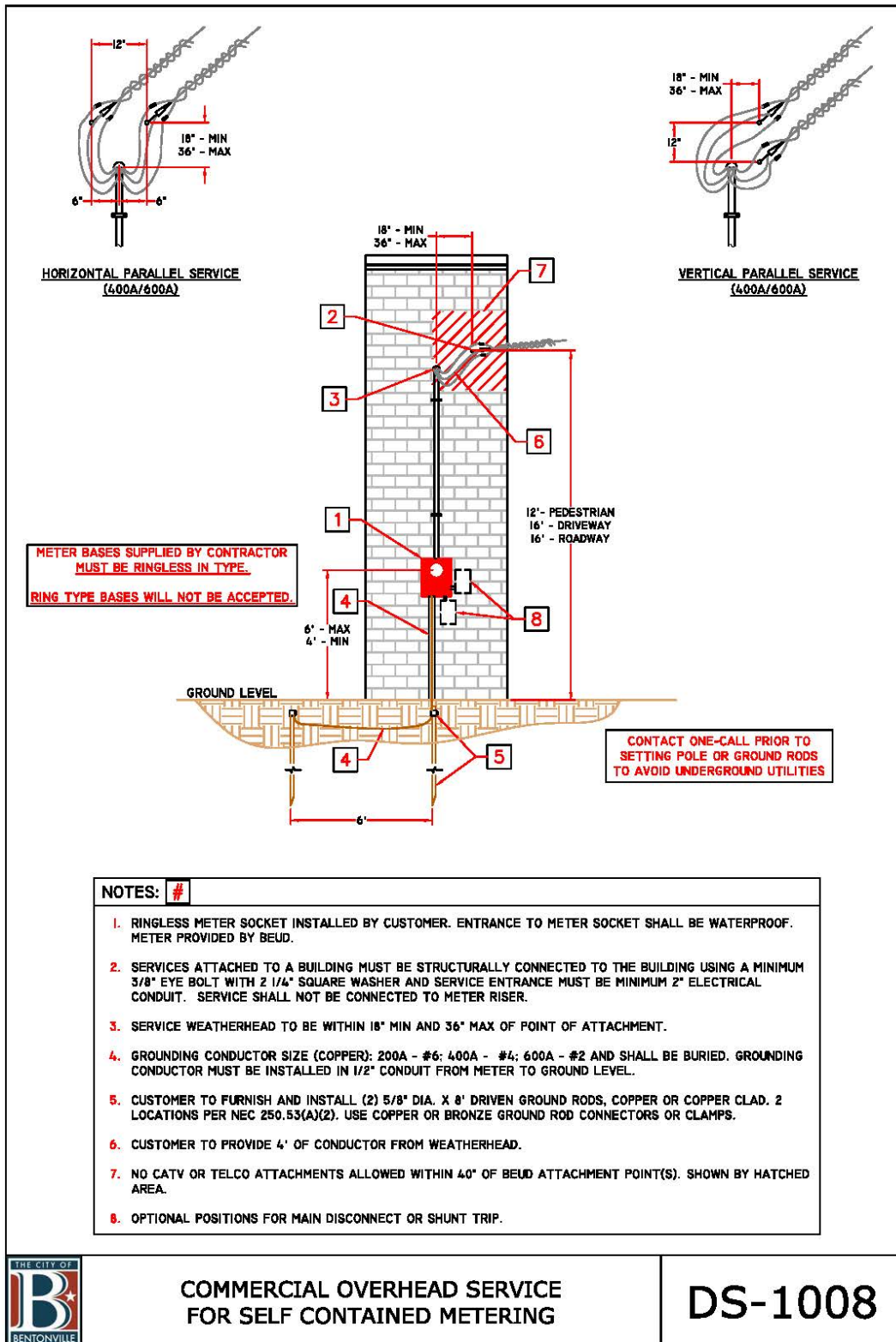
1. RINGLESS METER/MAIN COMBO PROVIDED AND INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. GROUNDING CONDUCTOR SIZE #6 SOLID COPPER AND SHALL BE BURIED. GROUNDING CONDUCTOR MUST BE INSTALLED IN 1/2" CONDUIT FROM METER TO GROUND LEVEL.
3. CUSTOMER TO FURNISH 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.

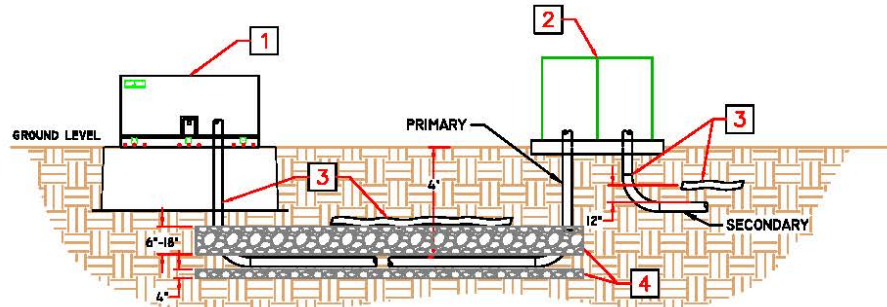


**RESIDENTIAL
OVERHEAD SERVICE
MAST THRU ROOF**

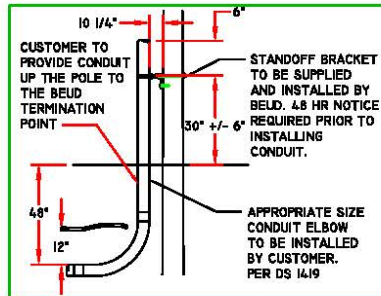
DS-1006







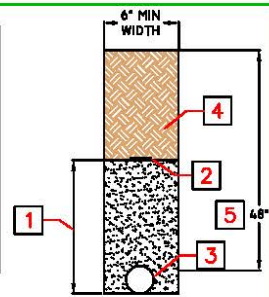
PRIMARY VOLTAGE
UNDERGROUND SERVICE FROM PRIMARY JUNCTION BOX



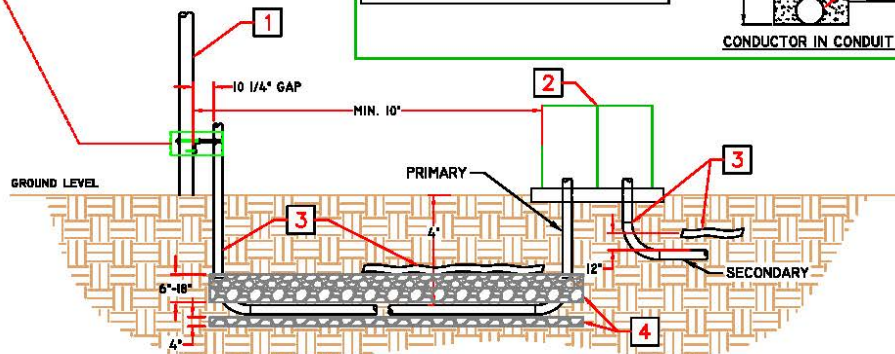
CONDUIT STANDOFF ON POLE

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

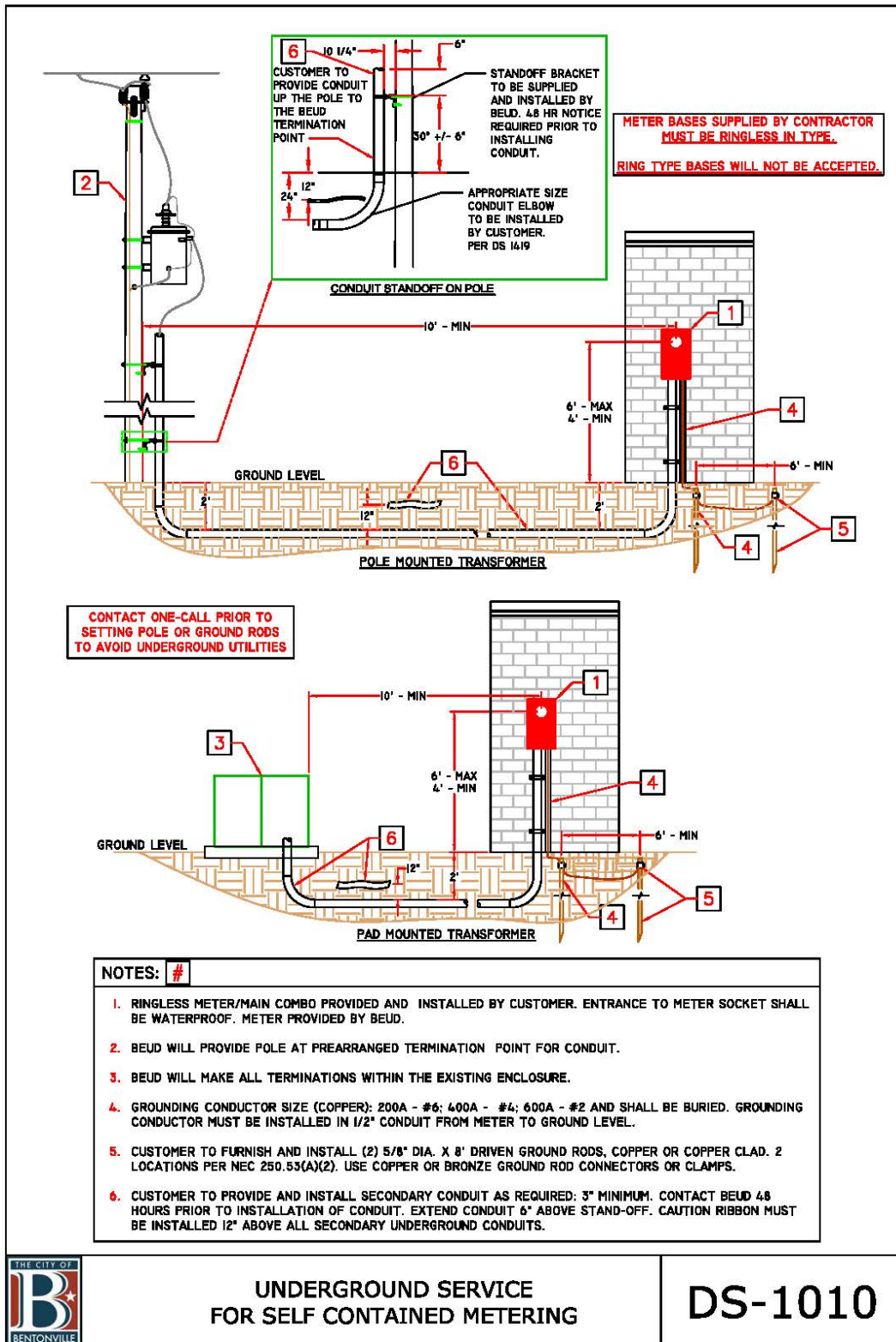
NOTES: #

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.



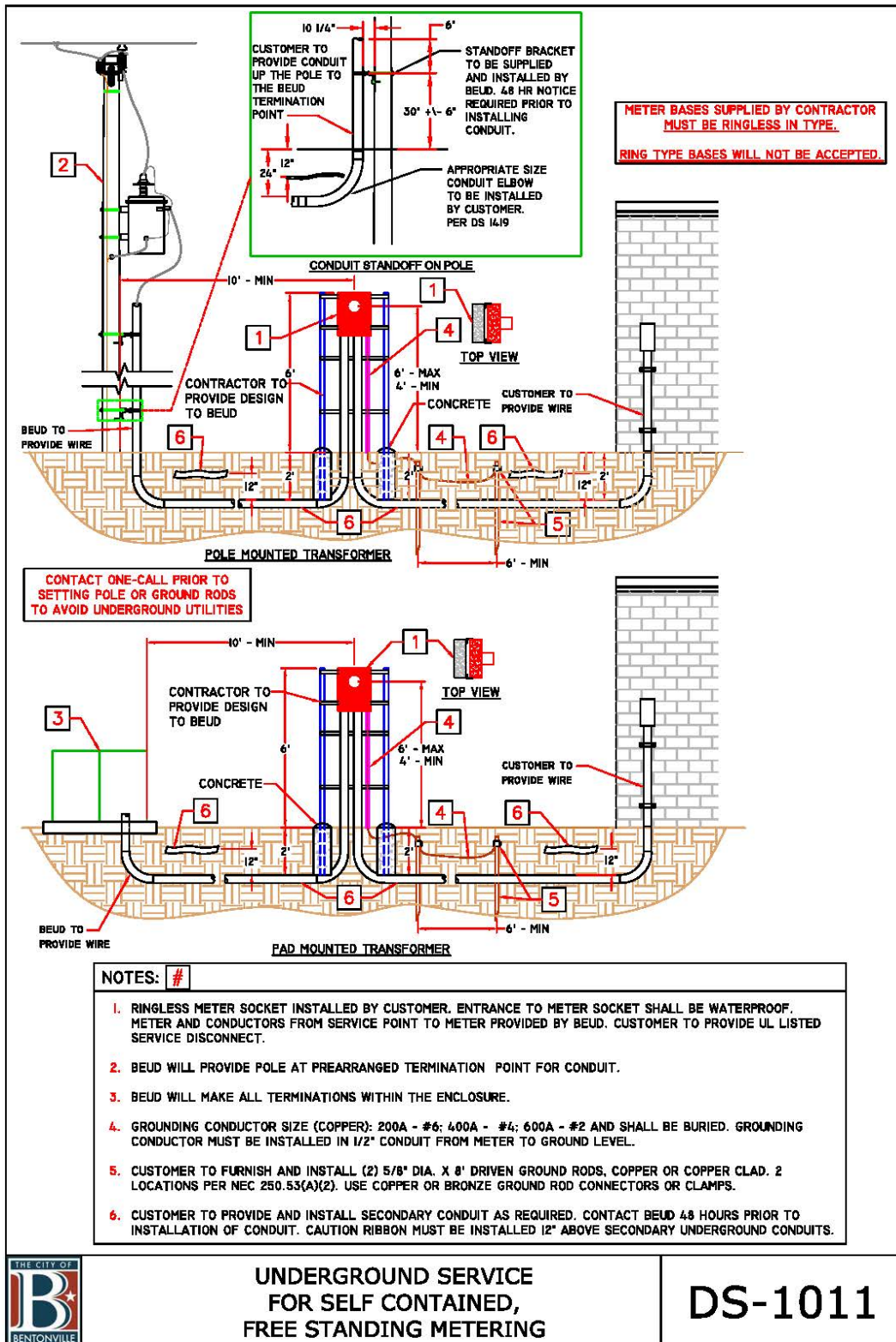
PRIMARY CONDUIT INSTALLATION

DS-1009



UNDERGROUND SERVICE FOR SELF CONTAINED METERING

DS-1010

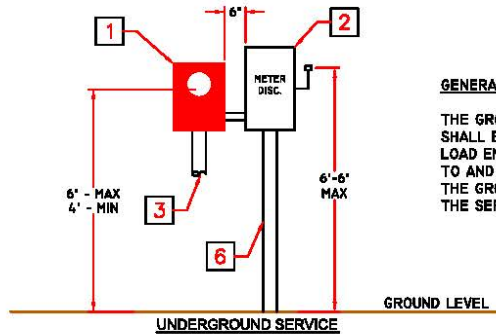
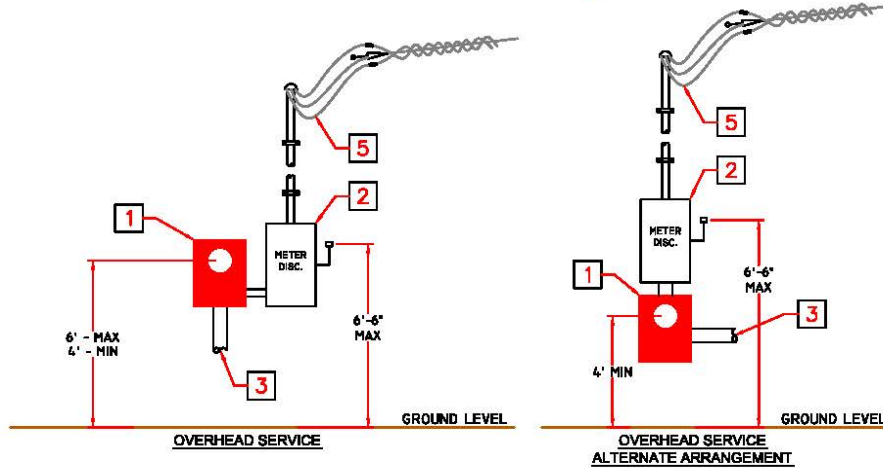
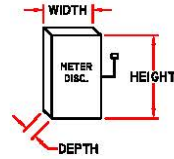


**UNDERGROUND SERVICE
FOR SELF CONTAINED,
FREE STANDING METERING**

DS-1011

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.

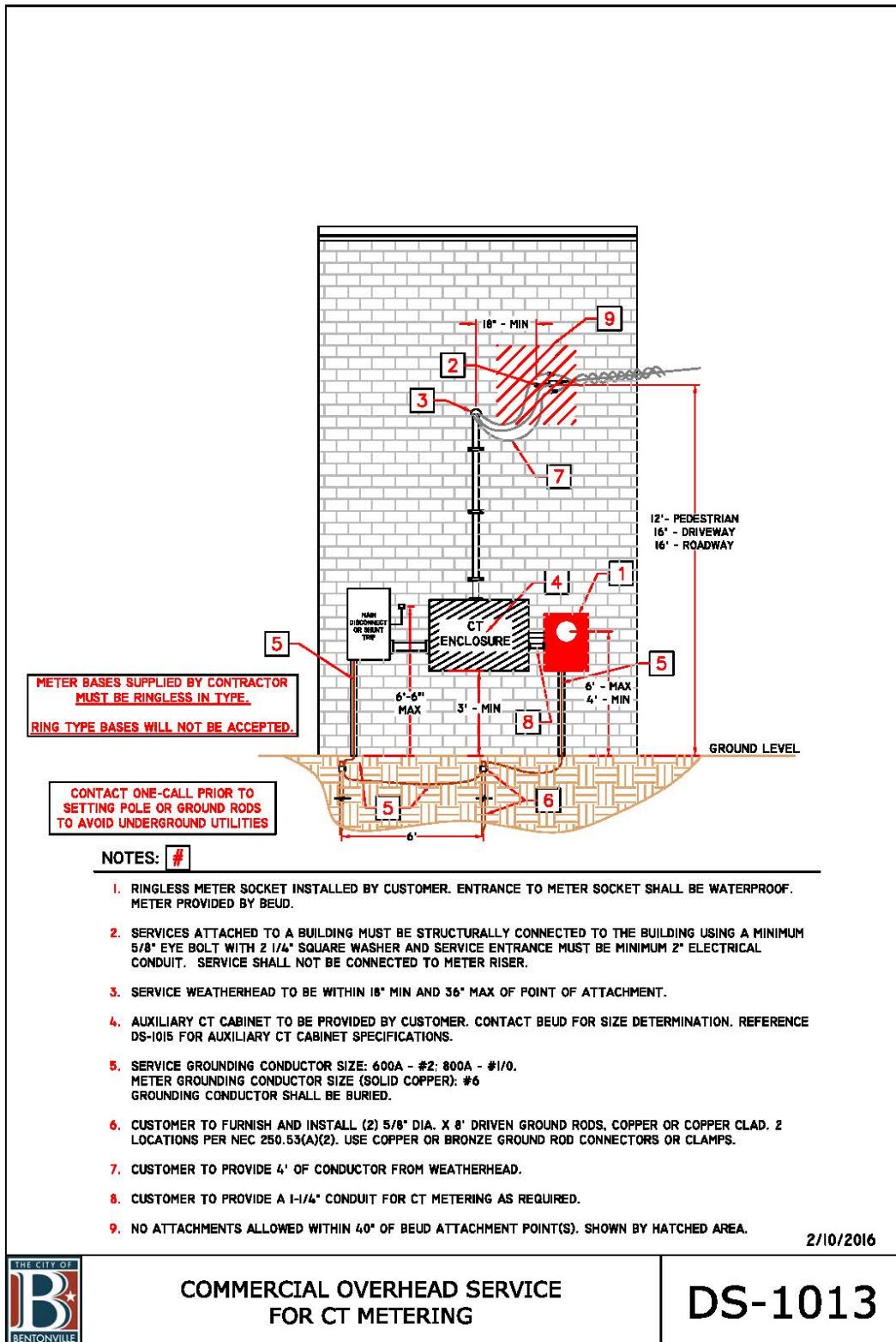
NOTES: #

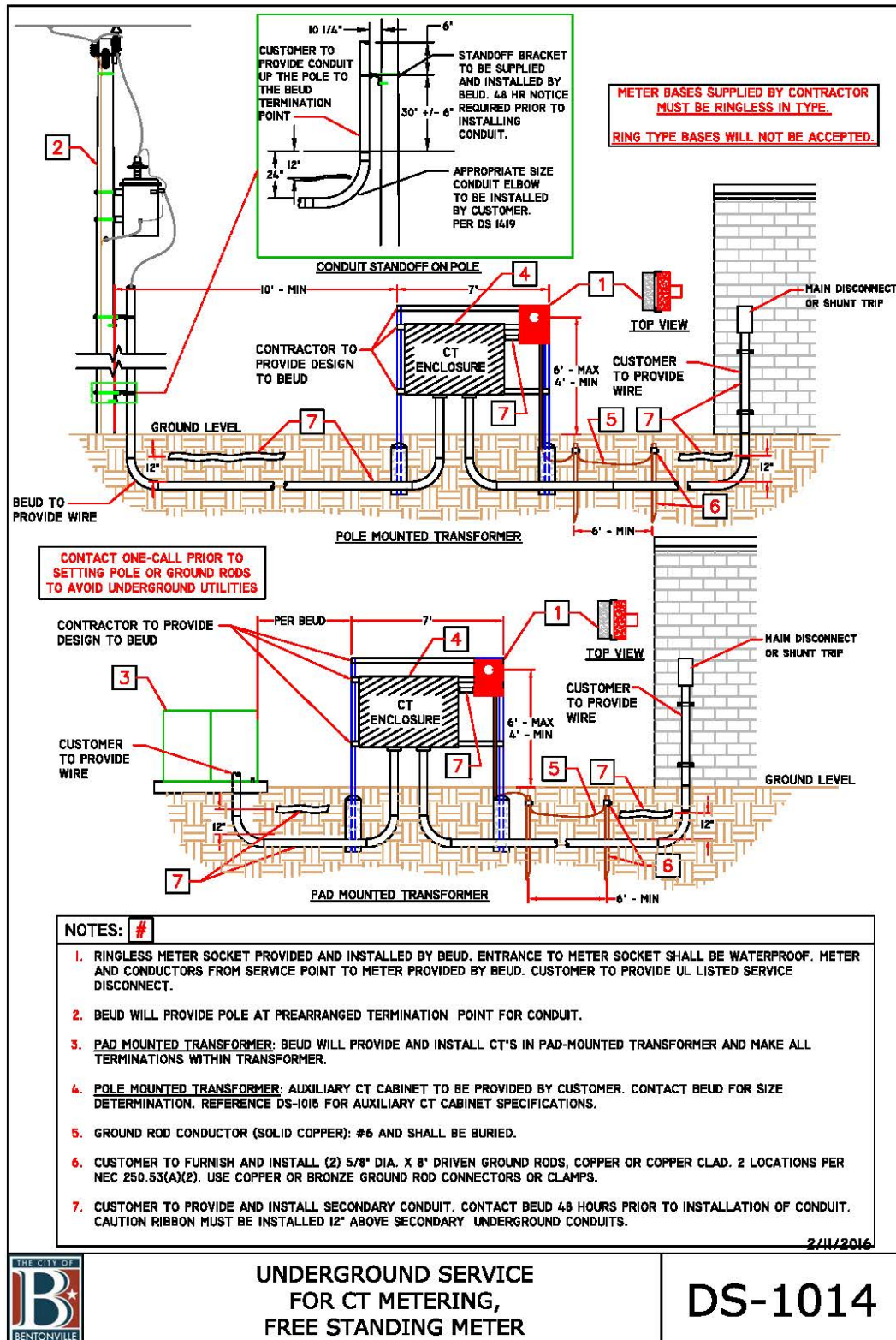
1. METER SOCKET INSTALLED BY CUSTOMER. ENTRANCE TO METER SOCKET SHALL BE WATERPROOF. METER PROVIDED BY BEUD.
2. METER DISCONNECT (DISC) PROVIDED BY BEUD AND INSTALLED BY CUSTOMER.
3. TO SERVICE DISCONNECT.
4. METER DISCONNECT (DISC), METER SOCKET AND CUSTOMER PROVIDED SERVICE DISCONNECT ENCLOSURES MUST 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

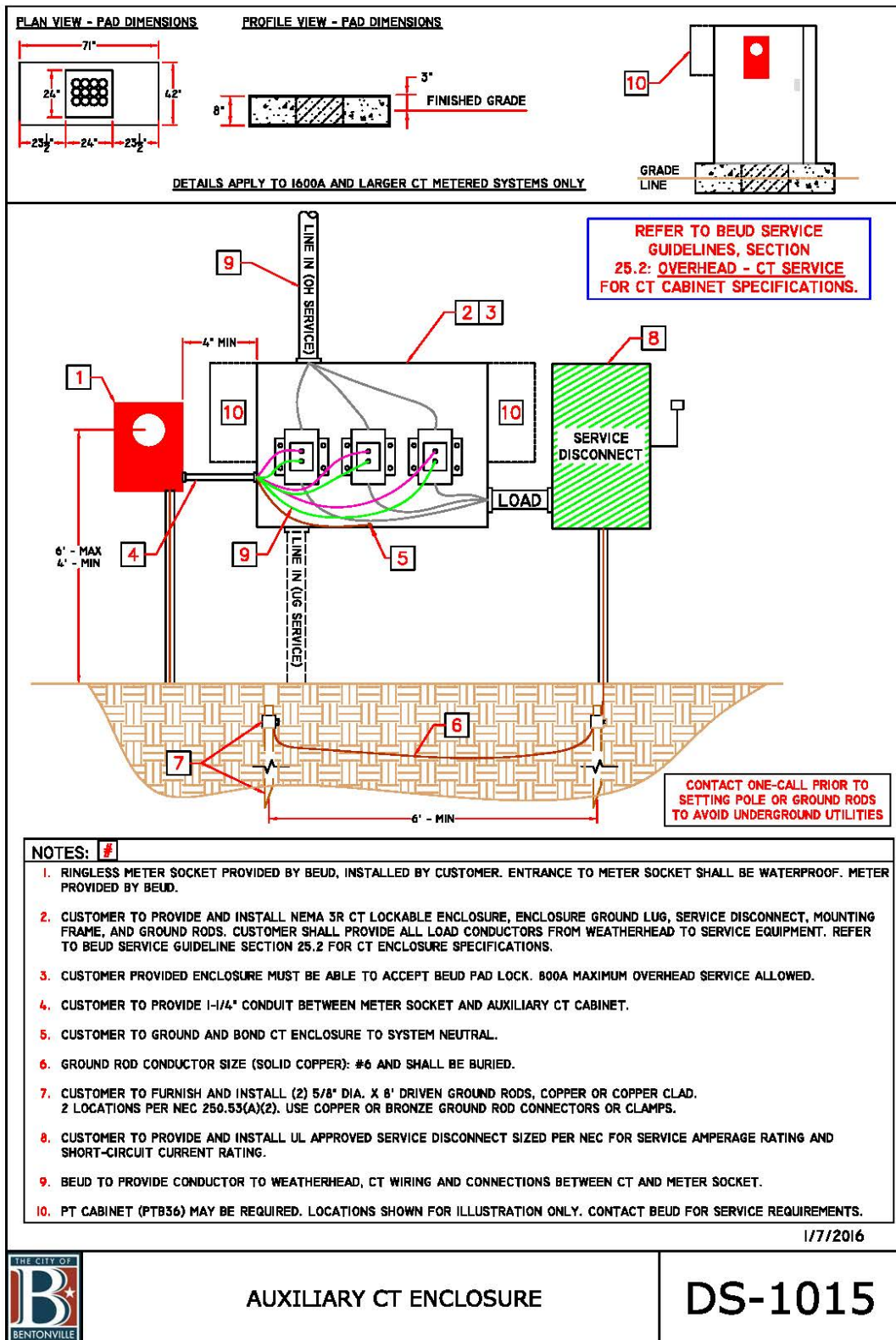
DS-1012

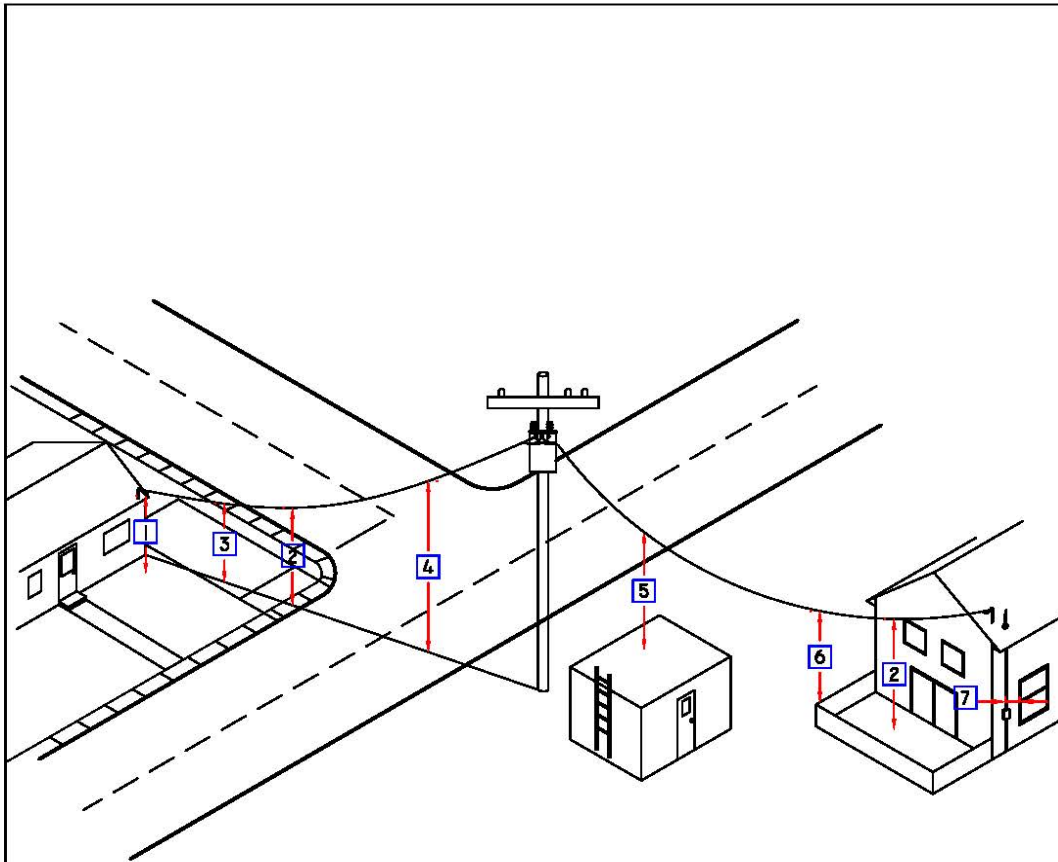




**UNDERGROUND SERVICE
 FOR CT METERING,
 FREE STANDING METER**

DS-1014





NOTES:

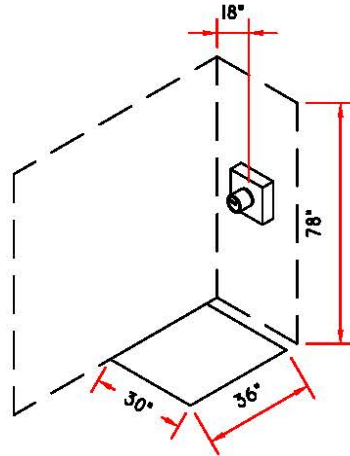
1. 12' MINIMUM VERTICAL CLEARANCE (INCLUDING DRIP LOOP) OVER RESIDENTIAL PROPERTY ACCESSIBLE TO PEDESTRIANS ONLY. REFER TO NESC TABLE 232-I IF BUILDING HEIGHT DOES NOT ALLOW THIS CLEARANCE.
2. 12' MINIMUM VERTICAL CLEARANCE OVER RESIDENTIAL PROPERTY ACCESSIBLE TO PEDESTRIANS. NESC TABLE 231-I
3. 16' 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

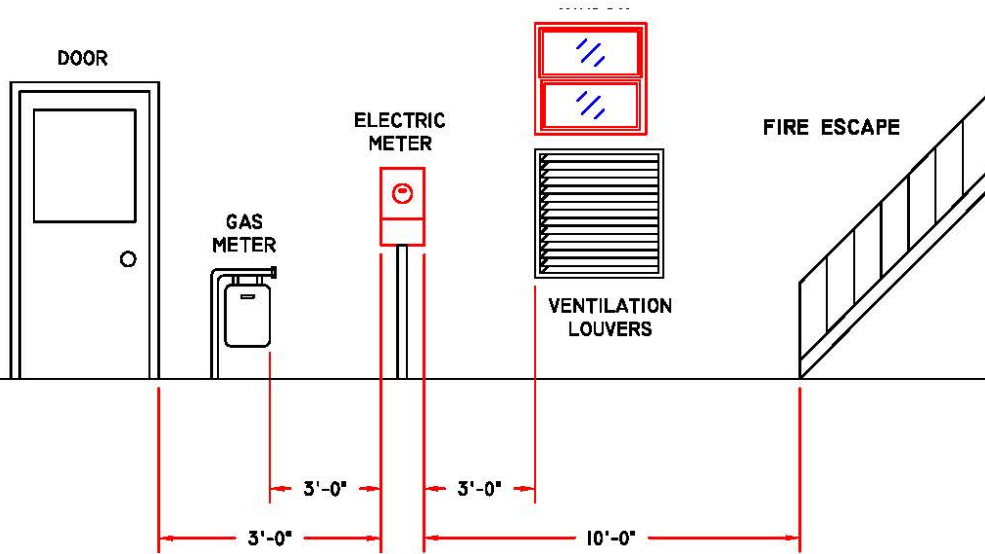


**SECONDARY CONDUCTOR CLEARANCE
REQUIREMENTS**

DS-1016



METER BASE MINIMUM
WORKING CLEARANCE



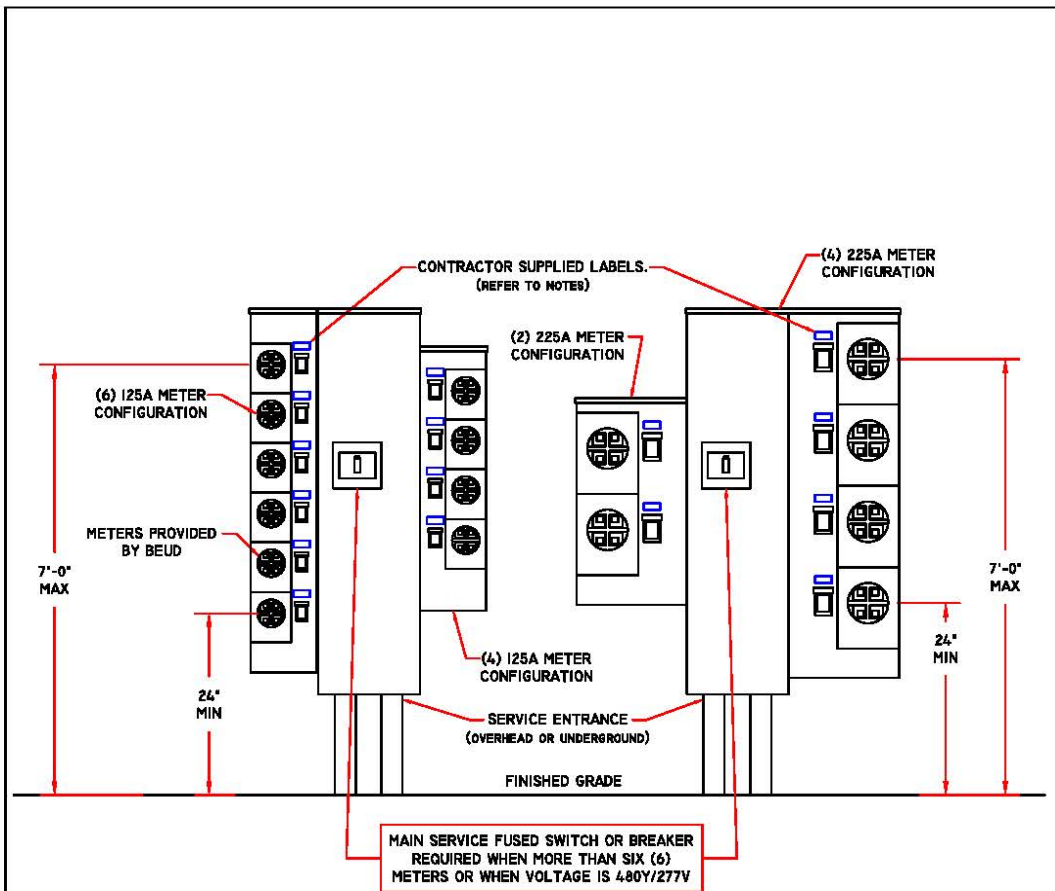
METER BASE MINIMUM
STRUCTURE CLEARANCES

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

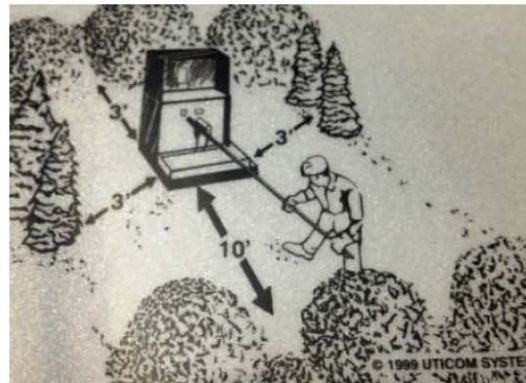


MULTIPLE METER INSTALLATION REQUIREMENTS

DS-1018



PADMOUNTED SWITCHGEAR



ALLOWED CLEARANCES



PADMOUNTED TRANSFORMERS



SINGLE AND THREE PHASE JUNCTION BOXES



SECONDARY PEDESTALS

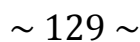
NOTES: #

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

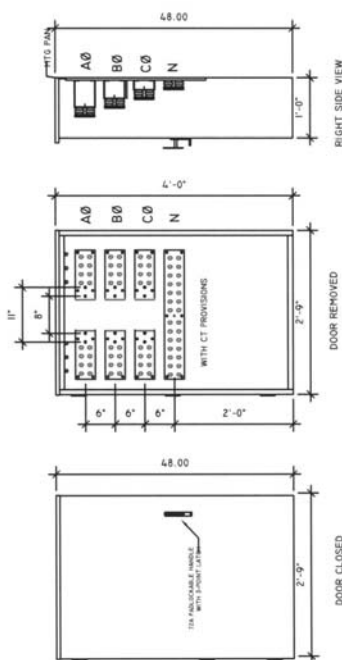
DS-1019





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)

Amp	Col. #	Cabinet
600	1	CT-PRGY
800	2	CT-PRGY
1200	3	CT-PRGY

(CT) FOR TWO HOLE BAR TYPE CT'S FOR 600A TO 800A 3R 4WIRE
ADD SUFFIX (L) FOR INSTALLED CONNECTORS FROM TABLE BELOW

PLEASE NOTE THIS IS FOR BOTTOM IN BOTTOM OUT APPLICATIONS ONLY.

(OPTIONAL) CONNECTORS - COPPER/ALUMINUM

Part No.	Description	Dimensions
AB125	SET SCREW CONNECTOR (1) #14 - 2/O	48"H x 33"W x 12"D
AB300	SET SCREW CONNECTOR (1) #6 - 300MCM	
LA125	SET SCREW CONNECTOR (2) #14 - 2/O	
LA750	SET SCREW CONNECTOR (1) #6 - 750MCM OR 2 #6 - 300MCM	
PA2-300	SET SCREW CONNECTOR 2 #300MCM - #6	
LA450	SET SCREW CONNECTOR (2) #450 MCM OR (4) #6-300 MCM	
LA750	SET SCREW CONNECTOR (2) #750 MCM OR (4) #6-300 MCM	
YA394S	COMPRESSION CONNECTOR 1 #750MCM	

ENCLOSURES

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

* POWDER PAINTED ASA-61 GRAY CABINET

CONSTRUCTION SPECIFICATIONS:

ENTRANCES ARE 600-1200 AMP 600 VOLT, 3 PHASE-4 WIRE, NEMA 1/2R
DUAL RATED, INC. RATING OF 800A RMS SYMMETRICAL WITH NO CABLE LASHING REQUIRED.

CABINETS ARE TAMPERPROOF, SURFACE MOUNTED AND PROVIDED WITH FOUR MOUNTING HOLES AND INTERIOR INSTALLED.
CABINETS ARE MADE FROM 14GA GALVANNEAL CODE GAUGE STEEL, SUITABLE FOR INDOOR OR OUTDOOR APPLICATIONS.

CABINET DOOR IS STANDARD HINGED ON LEFT SIDE WITH THREE POINT HEAVY DUTY HANDLE ON RIGHT SIDE. HANDLE
ACCOMMODATES SQUARE PINNS, PADLOCKS AND OR BARREL LOCKS. DOOR COMES WITH STAYS WELD DATCH TO HANDLE IN THE OPEN POSITION.

POWDER PAINTED CABINETS ARE ASA 61 GRAY

ETL LISTED AND LABELED CONFORMS TO UL STANDARD 1773.

TESTED TO MEET 25 AMP SERVICE EQUIPMENT ELECTRICAL CODE STANDARD

AS SUITABLE FOR SERVICE ENTRANCE EQUIPMENT.

CABINETS ARE SUPPLIED FOR BOTTOM IN BOTTOM OUT WIRING APPLICATIONS ONLY.

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REPRODUCED, OR IN ANY MANNER, WITHOUT THE EXPRESS WRITTEN CONSENT OF AMERICAN MIDWEST POWER.

REV. BY DATE
BENTONVILLE ELECTRIC DEPARTMENT
CURRENT TRANSFORMER CABINET
W/CT Provision 1200 AMP

DATE: 11/26/15
APPROVED BY: DATE: 11/26/15
DESIGNED BY: DATE: 11/26/15
CHECKED BY: DATE: 11/26/15
DRAWN BY: DATE: 11/26/15

AMERICAN MIDWEST POWER
2115 W. 10TH AVE. SUITE 200
BENTONVILLE, AR 72716
PHONE (501) 381-1550 FAX (501) 381-1525

DRAWING NUMBER: BEDS812-4-A-CT-PRGY

SHEET: 1 OF 1



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			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
X	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an agreement with ATT for Joint Use of Poles 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 29, 2016

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Joint Use Agreement between the City Of Bentonville and ATT

The Electric Department recommends approval of an Agreement for the Joint Use of Poles between the City Of Bentonville and AT&T-Arkansas. The Agreement sets forth the requirements and rental rates for pole usage within the City Of Bentonville, and will replace an agreement that was signed in 2000.

The original agreement limited the number of poles that ATT was paying for to 276, and the cost per attachment was \$3.00/attachment with no escalation clause. The revised agreement does not have a pole limit and the cost per attachment will begin at \$14.00/attachment and increase at a predetermined amount for the next 5-yrs. This charge is consistent with newer agreements that ATT has signed with other municipalities within the state.

The reason for a Joint Use Agreement and not a Pole Attachment Agreement is due to the fact that there are approximately 136 poles owned by ATT that also contain the City Of Bentonville powerlines. This was done many years ago and is not a standard practice of the City Of Bentonville now. ATT has been approached about selling those poles to Bentonville, but ATT has refused the offer. If there is an Electric Dept. project around these poles, or the poles are knocked down (due to a storm or accident), the Electric Dept. replaces the pole in order to get the power back on quickly and becomes the owner of the new pole.

This agreement will serve as a template for all other pole attachers within the City Of Bentonville.

**GENERAL AGREEMENT
FOR JOINT USE OF POLES**

BETWEEN

CITY OF BENTONVILLE, AR

AND

AT&T-ARKANSAS

DATED: February 23, 2016

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**GENERAL AGREEMENT
FOR
JOINT USE OF POLES**

PREAMBLE

THIS AGREEMENT, effective this 23rd day of February, 2016 (the "Effective Date"), by and between the City of Bentonville, Arkansas, a municipal corporation (hereinafter called the "City"), and Southwestern Bell Telephone Company, a Delaware Corporation, d/b/a AT&T Arkansas (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective Poles, erected or to be erected within the City's jurisdictional areas in which Telephone Company renders service in the State of Arkansas, whenever and wherever such use shall, in the estimation of both Parties, be compatible with their respective needs.

WHEREAS, within the City's jurisdictional areas in the State of Arkansas served by Telephone Company, joint use of certain Poles is currently not governed by the terms of a joint use contract, between the City and the Telephone Company; and

WHEREAS, the Parties desire to continue such joint use and to use other Poles jointly in the future, when and where such joint use will be of mutual advantage in meeting their respective service requirements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

ARTICLE I - SCOPE OF AGREEMENT

This Agreement shall be in effect within the City's jurisdictional areas in which Telephone Company renders service and shall cover, subject to the terms of this Agreement, all Poles of the Parties now existing or hereafter erected, excepting Poles, not yet in Joint Use, which carry, or are intended by the Owner to carry circuits or facilities of such a character that makes Joint Use of such Poles undesirable because of a bona fide technical or operational reason. This Agreement is intended to govern Attachments placed by the City for the purpose of providing services over its electric facilities; and the Telephone Company for the purposes of providing services over its communications facilities.

ARTICLE II - DEFINITIONS

For purposes of this Agreement, the following terms when used herein shall have the following meanings:

- A. Agreement means this Joint Use Agreement entered into between the City and the Telephone Company.
- B. Allocated Space is the space reserved for each Party and is defined as follows:

1. For City - it is the exclusive use of eight feet (8') measured downward from the top of a Standard Joint Use Pole, including Pole top, transformer and other miscellaneous assemblies.
 2. For Telephone Company - it is the exclusive use of two (2) feet of space measured upward from the Initial Point of Attachment on the Pole. The Initial Point of Attachment shall be the lowest point on the pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the Parties sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the Telephone Company's Attachments if Telephone Company's attachments are placed at the lowest point on the Pole required to provide minimum clearance above the ground.
- C. Anchor is a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of Telephone Company or City plant. Anchors shall be of sufficient size to hold the load placed on it.
- D. Attachment is any wire, cable, strand, material, pedestal, or apparatus attached to a Joint Use Pole, excluding ground wires and service drops, (provided that the service drop attachment is located inside the allocated space on the Pole as defined in Article 2 section B.2) now or hereafter used by either Party in the construction, operation or maintenance of its plant. If a service drop is the only attachment on the Pole then that is considered an attachment for billing purposes. Licensee's ground wires shall not be considered Attachments for inventory or billing purposes and may be utilized in accordance with Article IV.A. No physical connection to the Pole, or the Pole's appurtenances, not in Joint Use outside the allocated space will be permitted by Owner except by the express approval of the Owner under the permit provisions of this Agreement and by agreement from the Licensee to pay a cost sharing of the subject space, at a rate determined by the Owner, for the use of the Owner's facilities.
- E. Code means the National Electrical Safety Code (NESC), as amended from time to time.
- F. Emergency means a situation where the Pole is irreparably damaged, or subject to failing, and such failure is likely to jeopardize the general public.
- G. Joint Use means the occupancy, or reservation of space to the extent allowed by law, on a Pole by both the Owner and the Licensee.
- H. Joint Use Pole is a Pole upon which space is provided under this Agreement for the Attachments of both Parties, whether such space is actually occupied by Attachments or reserved therefore upon specific request and to the extent allowed by law.
- I. Licensee is the Party having the right under this Agreement to make Attachments to a Joint Use Pole that the other Party owns.
- J. Make-Ready Work means the work required to accommodate Licensee's Attachments on a Joint Use Pole, including, but not limited to, Rearrangement or Transfer of existing Attachments and the facilities of other entities, inspections, engineering work, tree trimming

(other than tree trimming performed for normal maintenance purposes), and Pole Relocation and Replacement.

- K. Owner is the Party owning the Joint Use Pole.
- L. Party means either City or Telephone Company; collectively City and Telephone Company will be referred to as Parties.
- M. Permit means a request to attach to a Pole submitted by the Licensee to the Owner for review and approval prior to the placement of Attachments by Licensee.
- N. Place or Placement means the installation of a Pole suitable for Attachments.
- O. Pole or Poles include the singular and plural.
- P. Rearrange is to move Attachments from one position to another on a single Pole.
- Q. Relocate is to change the location of an existing Pole by removing and reinstalling said Pole in a new location or installing a new Pole in the new location and removing the existing Pole.
- R. Replace or Replacement is to install a new Pole in close proximity to an existing Pole and removing the existing Pole.
- S. Reserved, as applied to space on a Pole, means unoccupied Allocated Space provided, and maintained by Owner, either for its own use or for Licensee's exclusive use, to the extent allowed by law. All Reserved space is subject to rental payments under the terms of this Agreement, provided that an approved Permit exists.
- T. Right-of-Way is the legal right to use the property of another.
- U. Standard Joint Use Pole means a forty (40) foot class five (5) wood Pole, as classified by the Pole classification tables of the American National Standards Institute. Also included as Standard Joint Use Poles are those poles which the Licensee has accepted for purposes of making permitted Attachments.
- V. Standard Space Allocation means the Allocated Space for the City and the Telephone Company.
- W. Third Party means a person or entity that is not a signatory to this Agreement. For purposes of this Agreement, Third Party Attachments shall be considered by the Licensee as Attachments of the Owner, except for those Third Party Attachments requested by Licensee and permitted or otherwise approved by Owner in accordance with this Agreement.
- X. Transfer is the removal of Attachments from one Pole and placing them upon another.
- Y. Unallocated Space is that part of a Pole not included in Allocated Space.

ARTICLE III - SPECIFICATIONS

- A. Joint Use Poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and with the minimum requirements of the Code in effect at the time the respective Attachments are made, the standards of the Owner which are required of all parties using Owner's poles and with such additional requirements as may be mutually authorized by both Parties. If any Attachments were in compliance with the Code and the standards of the Owner when made, but later become out of compliance with the Code and the standards of the Owner due to changes in the Code and/or the standards of the Owner and are not covered by any grandfather clause as to such Attachments, then such Attachments shall be brought into compliance with the Code and the standards of the Owner when any work is next performed on such Attachments. To the extent any requirements or specifications of the Code or standards of the Owner may conflict, the more stringent shall apply. This provision shall not be interpreted to impose an obligation on either Party to inspect existing Attachments every time the Code is amended.
- B. As long as the provisions of Code and/or the standards of the Owner in effect at the time the Attachments were made have been met, any Joint Use Pole in place before the Effective Date of this Agreement shall be deemed a Standard Joint Use Pole and satisfactory to both Parties and adequate for their requirements, whether or not the space allocations defined herein have been observed.

ARTICLE IV - CONDITIONS FOR USE OF SPACE

Subject to the terms and conditions of this Agreement, each Party hereby permits joint use by the other Party of any of its Poles in accordance with the Standard Space Allocation and the following:

- A. Either Party may use vertical space below its Allocated Space if the proposed use is authorized by the requirements of the Code and standards of the Owner and such use does not preclude the use of the space by the Party to which such space is allocated. Use of such space must be in compliance with all other provisions of this Agreement, including Article XII, Rentals.
- B. If the Allocated Space is subsequently needed and the provisions of the Code and standards of the Owner cannot be met, then the Party to whom the space is not allocated, but who is utilizing the space allocated to the other Party pursuant to section A of this Article, shall be responsible, at its sole expense, for the cost of Rearrangement or Pole Replacement when necessary in order to accommodate the Party having the Allocated Space.
- C. So long as the provisions of the Code and standards of the Owner are met, Unallocated Space below that party's Allocated Space may be used for vertical runs and/or the mounting of equipment or Attachments by either Party. If the provisions of the Code and standards of the Owner cannot subsequently be met, then billing for any required modification will be in accordance with Article IX, Division of Costs. All other provisions of the Agreement, including Article III and Article XII, shall apply to vertical attachments.

ARTICLE V - ESTABLISHING JOINT USE OF POLES

- A. So long as the subject Pole is not excluded from Joint Use under the provisions of Article I, the Licensee may receive permission to install initial Attachments or place additional Attachments by submitting a Permit (Exhibit A) and receiving approval prior to placing such Attachments. Within fifteen (15) business days after the receipt of such completed application the Owner shall notify the applicant in writing whether the application is approved or rejected. If so approved or if not rejected within the fifteen day period, the Pole will become a Joint Pole, and the Licensee shall have the right to place Attachments on such Pole subject to all other provisions of this Agreement, including Article III. If the permit is approved, the permitted space on the subject Pole shall be considered Reserved for the Licensee's use and will be subject to all other provisions of this Agreement, including Article XII, Rentals. If Make-Ready Work is required before a Licensee can place its Attachments on a Pole, the Owner shall provide an estimate of the cost of such work and the amount which the Licensee shall be responsible for. Upon Licensee's approval of the estimated cost of Make-Ready Work, the Owner shall complete the Make-Ready Work in a reasonable time and promptly notify the Licensee in writing or by electronic means when the Make-Ready Work is completed. In emergency situations, the Owner will cooperate with the Licensee to have the Make-Ready Work performed on an expedited basis. If a Third Party must move its Attachments in order for Licensee to place its Attachments on a Pole, the Licensee shall pay the Third Party's reasonable Transfer costs. Licensee shall reimburse Owner for the actual costs of Make-Ready Work, however in no case shall the Licensee be responsible for Make-ready Work in excess of 120 % of the Owner's estimate unless Licensee has revised the character of attachments or has otherwise modified its plans from those originally submitted to Owner.
- B. Whenever Licensee desires to add to or upgrade its facilities in an existing Joint Use Pole line, it will submit a Permit in the form of Exhibit A to Owner specifying the type of existing and proposed facilities to be attached to Owner's poles. If the existing pole is insufficient for the existing and proposed new facilities, Owner shall rebuild the Pole/Poles to accommodate Licensee's upgraded facilities. For a Pole erected to replace such Joint Use Pole solely because the existing Pole is of insufficient height or strength to provide adequately for Licensee's requirements, and where such Joint Use Pole at time of erection or by Attachment thereto by Licensee had been previously pronounced satisfactory, then Licensee shall thereupon pay to the Owner the cost of the Replacement Pole, including Transfers and Rearrangements of the Owner and the cost of removal of the old pole, less salvage. Upon Licensee's request, Owner shall provide Licensee with documentation to support Owner's cost demand.
- C. Notwithstanding Article V, section (A), and section (B) above, Licensee is not required to submit a Permit or otherwise provide notice before placing non-guyed service wires.
- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable. Guys shall be installed prior to the placement of any wires or associated equipment. The foregoing shall not apply to service drops.
- E. In the event Owner discovers: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized use of Owner's anchors as outlined in Article IX, Division of Costs; and/or c) authorized Attachments which do not comply with requirements of Article III,

Specifications, hereinafter "irregular plant conditions", Owner shall inform Licensee of the same. Owner shall also state whether any Pole on which an unreported Attachment has been placed is excluded from Joint Use under Article I of this Agreement. Licensee shall, within thirty (30) days of receiving notice of any unreported Attachments: (1) remit to Owner any unpaid rental due for such Attachments; and (2) remove any Attachments made to Poles which are excluded from Joint Use. A completed permit for all unreported Attachments made to Joint Use Poles shall accompany payment. For purposes of determining unpaid rental for each unreported Attachment in the event that the time of installation cannot be determined, it shall be deemed to have occurred on the date succeeding the day on which the last physical inventory was performed in accordance with Article XII, Rentals.

- F. Within forty-five (45) days of receiving notice from Owner, Licensee, at its sole expense, shall, replace, relocate or modify all or any: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized Attachments to Owner's anchors as outlined in Article IX, Division of Costs; and/or c) Attachments which do not comply with requirements of Article III, Specifications. Licensee shall notify Owner of the performance of such work within two (2) weeks of its completion. In the event that, within such forty-five (45) day period, Licensee fails to, as appropriate, replace, relocate or modify any such Attachments (as described in subsections (a), (b), or (c) of this paragraph), Owner may, in its discretion, relocate or modify such Attachments, at Licensee's cost.
- G. Costs in connection with establishing Joint Use Poles, including any necessary Pole Replacements, shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VI - ERECTING, REPLACING OR RELOCATING JOINT USE POLES

- A. Existing Joint Use, Licensee Upgrades Its Facilities. See Article V.B.
- B. Existing Joint Use, Owner Upgrades Its Facilities. In the event that Owner desires to upgrade its facilities in a manner that would require action by the Licensee in an existing Joint Use Pole line, Owner will notify Licensee in writing or by electronic means of this desire, and also when construction of the new Pole is completed or required Rearrangements have been made. Transfer of Licensee's facilities shall be governed by Article VIII, Maintenance of Poles and Attachments.
- C. In emergency situations, either Party may Replace Poles for the other Party. Where Poles are Replaced on an emergency basis, the Party Replacing the Poles shall give the Pole Owner verbal notice of the emergency situation as soon as practicable and give written notice of the Replacement within five (5) business days of making the Replacement. The Owner shall pay the other Party all reasonable costs associated with such Replacement. In non-emergency situations, Licensee shall not replace Pole(s) of the Owner without first receiving authorization from the Owner. The new Pole shall remain the property of the original Owner whose Pole was Replaced.

- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable.
- E. Costs in connection with establishing new Joint Use Poles shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VII - RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

- A. Each Party shall be responsible for obtaining its own Rights of Way. When new lines are constructed after the Effective Date of this Agreement, the Owner may obtain suitable right-of-way easements for both Parties on Joint Use Poles. Said right-of-way easements shall be in sufficient detail for identification and Licensee may receive a copy of any such easement for the purpose of ensuring that it is duly recorded in the public records of the county in which the right-of-way easement is located. No guarantee is given by the Owner of permission from property owners, municipalities, or others for the use of its Poles by the Licensee.
- B. The Owner shall, when constructing a new Joint Use Pole line, clear a right-of-way sufficient for both Parties. Subsequent trimming shall be the responsibility of the Party requiring the trimming. The Parties may develop, by mutual agreement, arrangements for sharing costs of subsequent trimming and repetitive clearing to ensure safe access to the Poles and facilities of each Party.

ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall, at its own expense, maintain its Joint Use Poles in a safe and serviceable condition, in accordance with Article III, Specifications, and shall Replace, reinforce or repair Poles that, in the Owner's judgment, become defective.
- B. Whenever it is necessary to Replace or Relocate a Joint Use Pole, the Owner shall, before making such Replacement or Relocation, give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed Replacement or Relocation, and the Licensee shall at the time so specified Transfer its Attachments to the new or Relocated Joint Use Pole.
- C. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this Article. As a prerequisite for use of this system, both Parties shall have and utilize the necessary electronic equipment required by NJUNS for this system.
- D. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Owner responsible Transfers have been accomplished), the Owner may elect to relinquish the ownership of the old Pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Owner so elects, such old Pole shall thereupon, at no cost to the Licensee,

become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such Pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the Electrical Distributor is the Owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the Pole remains in structural conflict with the power route. Licensee shall reimburse Owner for the costs incurred in removal of the "unused portion of the Pole."

- E. Should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all Third Party and Owner responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if the Owner does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the Owner may, in its discretion, Transfer the Licensee's Attachments to the new Joint Pole, at the Licensee's cost. Further, in the event that the Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the Pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site, as well as the cost of removing the old Pole. The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more Poles needlessly remaining at the same location for extended periods of time. When Replacing a Joint Use Pole, the new Pole will be installed as closely as possible to the existing Pole unless special conditions make it necessary to set it in a different location. If conditions make it necessary to set the Pole in a different location, the parties will meet and agree upon a mutually acceptable new location prior to the Pole being placed.
- F. In the event of termination of the rights of the Parties to attach to additional Joint Use Poles, the Parties may continue to place additional Attachments on existing Joint Use Poles, subject to the normal permitting process as provided for in Article V, Establishing Joint Use of Poles, and to maintain their existing Attachments.

ARTICLE IX - DIVISION OF COSTS

- A. The cost of establishing a new Joint Use Pole line shall be borne by the Parties in accordance with the following:
 - 1. A Standard Joint Use Pole, or smaller, shall be erected at the sole expense of the Owner.
 - 2. In the case of a Pole larger than the Standard Joint Use Pole required by either Party, the Party requiring the extra height and/or class shall pay for the additional reasonable costs in excess of a Standard Joint Use Pole. If Owner adds features or betterments not required by Licensee, Owner shall pay the costs associated with such features or betterments.
- B. The cost of establishing joint use on existing Pole lines or modifying existing Joint Use Pole lines shall be borne by the Parties in accordance with the following:
 - 1. For Placement of intermediate Poles or Replacement of non-defective Poles for the Licensee, the Licensee shall pay the total reasonable cost of the intermediate Pole or the

Replacement Pole and the Owner's costs to Transfer its facilities and the cost of removal of the old Pole, less salvage. Licensee shall be responsible for Transferring its own facilities.

2. Replacement of existing defective Poles with new Poles of the same size or class shall be accomplished at the expense of the Owner. Each Party shall be responsible for Transferring its own facilities.
- C. Except as otherwise specifically provided in this Agreement, each Party shall bear the costs of placement, Transfer, and Rearrangement of its own Attachments, place guys and Anchors to sustain any unbalanced loads caused by its Attachments, and perform any tree trimming or cutting incident thereto.
 1. Licensee is prohibited from using Owner's existing anchors without the express written consent of Owner. If such use of Owner's anchor is requested by Licensee, or found existing in the field, Licensee will pay Owner for any costs incurred in evaluating the overall holding capacity of the existing anchor as a result of imposition of Licensee's load on said anchor. If the anchor is sufficient to support the existing and proposed loads, and if such use is approved by Owner, Licensee shall pay to Owner a fee equal to one-half the current installed cost of such anchor.
 2. Notwithstanding the foregoing, where one Party provides, at the request of the other Party, double thimble anchor rods and anchors for the use of both Parties, the Party requesting the double thimble anchor rods and anchors shall pay to the Party placing the double anchor rods and anchors a sum equal to one-half the cost of the anchor rods and anchors in place.
 3. In cases where existing anchor rods and anchors are adequate for the needs of only one Party, the Party desiring additional guys and anchors may install anchors and anchor rods at no expense to the other Party; or, in case of right-of-way restrictions, may provide a double thimble anchor rod and anchor to which the other Party can Transfer its existing guy at its own expense.
- D. In the case of a Pole larger than the Standard Joint Use Pole where the additional height and/or strength required is for the purpose of both Parties, the reasonable cost of the increase above a standard Joint Use Pole shall be shared equally by both Parties, with Owner being responsible for the cost of a Standard Joint Use Pole and Licensee being responsible for one half of the reasonable expense of the additional height or strength.
- E. When less costly Rearrangements can be performed by either Party, which would defer the cost of Replacing a Pole, the Parties shall work together to attempt to minimize costs, with the Owner retaining the right to replace its Poles when it deems appropriate.
- F. Any payments made by the Licensee under the foregoing provisions of this Article shall not entitle the Licensee to ownership of any part of said Pole.
- G. Each Party shall bear the actual reasonable cost of repairing damages to the other Party's facilities occasioned by its improper construction practices, its negligence, or the negligence of others acting on its behalf.

- H. Either Party may request reasonable documentation supporting any demand for payment.

ARTICLE X - CHANGE IN THE CHARACTER OF CIRCUITS

- A. When either Party desires to change or upgrade its system which causes it to exceed its Allocated Space and to Replace Pole(s) in a joint use route, it shall give the other Party sixty (60) days' written notice of such contemplated change. Within thirty (30) days of receipt of such notice given by the Party making the change, the other Party shall respond in writing whether it agrees to joint use with the proposed changes. In any event, the work shall proceed in accordance with the provisions below:
1. The Parties shall work together in good faith to determine which facilities shall be removed from existing points on the Joint Use Poles involved and the cost of establishing such changes in a new position on such Poles, or in a new location elsewhere, so that the Party not requiring the change can continue to furnish the same service that existed before the changes were proposed.
 2. If the Party requesting the upgrade ("the Requesting Party") is the Owner, the Requesting Party shall be responsible for the costs associated with the Pole replacements in the manner set forth below, and its own Transfer costs. If the project involves 20 poles or less, the Licensee shall bear the costs of Transferring its facilities. If the project involves more than 20 Poles, the Owner shall pay a pro-rata share of the Licensee's Transfer costs based on the following percentage: the numerator shall be the total number of Poles in the project less 20 and the denominator shall be the total number of Poles (including the first 20). The Licensee is responsible for paying the remainder of its Transfer costs. Notwithstanding the foregoing, if the replacement poles are not suitable for joint use and, as a result, Licensee is prohibited from relocating its facilities to the new Poles, the Requesting Party shall be responsible for reimbursement of the costs incurred by Licensee to make changes so that the Licensee can continue to meet its service requirements.
 3. If the Requesting Party is the Licensee, the Requesting Party shall pay the Owner the difference between the in-place cost of the taller/stronger Poles and the in-place cost of the Standard Joint Use Pole, as well as the then in-place value of the Poles replaced. The Requesting party shall also be responsible for the costs incurred by both parties to transfer their facilities to the new Poles.
 4. In either case, ownership of any new Poles placed pursuant to this Article shall remain with the Owner of the Poles that were replaced, unless otherwise agreed to by the Parties in writing.
- B. A Party shall not attempt to circumvent subsection A.2 of this Article by dividing a project into smaller segments.

ARTICLE XI - ABANDONMENT

- A. If the Owner decides at any time to abandon any Joint Use Pole, it shall give the Licensee notice in writing or by electronic means at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of said period, the Owner and any Third

Parties have no Attachments on such Pole but the Licensee shall not have relocated or removed all of its Attachments therefrom, the Owner may send Licensee written notice that Owner intends to transfer ownership of the Pole to Licensee. If Licensee does not remove its Attachments from the Pole within ten (10) days of receipt of Owner's notice of intent to transfer ownership, Owner may transfer ownership of the Pole to Licensee by sending Licensee written notice of the transfer of ownership. Upon receipt of Owner's notice of transfer of ownership, the Pole shall then become the property of Licensee and Licensee shall save harmless the former Owner from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter arising out of the presence, location or condition of such Pole or any of Licensee's Attachments thereon, unless such liabilities or damages arise from the negligence or intentional acts or omissions of the former Owner.

- B. If Licensee decides to transfer its Attachments after Pole ownership has been transferred, Licensee may do so, but Licensee will be responsible for the removal and disposal of the old Pole(s).
- C. This Article may not be used to circumvent the procedures set forth in this Agreement regarding Transfers.

ARTICLE XII - RENTALS

- A. Rental. The Telephone Company and the City shall pay, as follows, an annual per Pole rental in arrears. These rates shall be effective through 2021.

2015 Invoice for 2014 rental	\$14.00
2016 Invoice for 2015 rental	\$15.00
2017 Invoice for 2016 rental	\$16.00
2018 Invoice for 2017 rental	\$16.50
2019 Invoice for 2018 rental	\$17.00
2020 Invoice for 2019 rental	\$17.50
2021 Invoice for 2020 rental	\$18.00
2022 Invoice for 2021 rental	\$18.50

- B. Netting. Rather than City and Telephone Company issuing separate bills, the Party owning the greater number of Joint Use Poles shall calculate the amounts due for each party and reduce the amount billed by the rental due the other Party, so that a net bill is issued. After the netting process, the predominant Pole owner will prepare and forward an invoice on or about the tenth day of December. Payment shall be due within sixty (60) days from submission of invoice by the predominant Pole owner. In addition, within thirty (30) days following the Effective Date of this Agreement, City shall issue Telephone Company a net bill for annual Pole rental, for calendar years 2014 and 2015, based on the applicable rates specified above in Section XII.A, together with the Parties' tabulation of the total number of Joint Use Poles, as of the Effective Date of this Agreement. Telephone Company shall pay to City the full sum of amounts invoiced for those calendar years within sixty (60) days of the City's submission of those

invoices to Telephone Company. In the event that payment of an invoice is not received by the predominant Pole owner on or before the date due, or is underpaid, the Party receiving the invoice shall pay in addition to the amount due, interest in the maximum amount allowed by State law.

- C. Annually on or before December 1st, the Parties acting in cooperation shall, subject to the provisions of this Article, tabulate the total number of Joint Use Poles in accordance with procedures agreed upon by the respective Parties.
- D. For the purpose of computing the total annual rental fee due hereunder, the total fee shall be based upon the number of Joint Use Poles determined by the current physical Pole inventory plus any additional Poles brought under this Agreement for Joint Use, and less any Poles removed from Joint Use under this Agreement.
- E. At intervals of not less than five (5) years and at the written request of a Party, an actual physical inventory of Joint Use Poles may be made jointly by representatives of the Parties or by a Third Party chosen by both Parties. The Parties shall cooperate in the selection of the contractor, and if one can be agreed upon, the Parties shall share equally the costs of the inventory. If the Parties cannot agree upon a contractor, each Party shall select its own representative to conduct an inventory, with the cost of each representative to be borne by the Party employing such representative. If there is any difference in the number of Attachments found by the inventory and the number arrived at by tabulating those reported, correction will be made by retroactive billing for any Attachments identified as being responsible for the difference, and any remaining difference will be spread evenly over the years since the last inventory, and billing adjusted accordingly.

ARTICLE XIII - PERIODICAL ADJUSTMENT OF RENTALS

For the year ending 2022 and at intervals of not less than every five (5) years thereafter, the rental rates applicable under this Agreement shall be subject to joint review and revision upon the written request of either Party. Such written request shall be made at least 90 days prior to January 1 of the year the new rental rates will be effective. If any such request is made, the Parties shall negotiate in good faith to reach a mutually satisfactory rental rate, taking into consideration the allocation of space and the historical cost of bare Poles.

ARTICLE XIV - THIRD PARTY RIGHTS

- A. If either Party hereto had, prior to the execution of this Agreement, conferred upon Third Parties, by contract or otherwise, rights or privileges to occupy any Poles covered by this Agreement, nothing contained herein shall be construed as affecting such existing rights and privileges.
- B. Following the Effective Date of this Agreement, an Owner shall have the right, by contract or otherwise, to grant permission to Third Parties to occupy Poles covered by this Agreement. To the extent allowed by law, such future Attachments shall not be located within the Allocated Space of the other Joint Use Party unless that other Party agrees in writing to such occupancy, and such agreement, if any, shall in no way waive that other Party's right to occupy its

Allocated Space in the future as long as that Party has Reserved the space subject to all other provisions of this Agreement, including Article XII, Rentals.

- C. With respect to any rights and privileges granted under this Article to Third Parties, Licensee shall not have to Transfer or Rearrange its Attachments to provide space for a Third Party until the Third Party pays for Licensee's associated costs so long as Licensee's Attachments have been made in accordance with the terms of this Agreement. The Third Party shall be given 30 days to make payment for costs of Rearrangements to Licensee, and upon receipt of said payment, Licensee will, within 30 days, make all necessary changes to accommodate the Third Party facilities.

ARTICLE XV - ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or any of its rights, obligations or interests hereunder, to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Provided, however, that nothing herein contained shall prevent or limit the right of either Party to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such Party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of such lease, transfer, merger or consolidation, such Party shall cause its rights and obligations hereunder to pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be and such Party shall give notice of the event to the other Party not later than the effective date of such lease, transfer, merger or consolidation.

ARTICLE XVI - FORCE MAJEURE

Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a Force Majeure event, upon notice of such occurrence given by either Party to the other Party. Force Majeure events include, but are not limited to, the following:

1. Hurricanes or other severe weather conditions;
2. Act of war, terrorism, or civil unrest;
3. Federal embargos, priority orders, or other restrictions imposed by the federal government; and
4. Strikes or labor stoppages.

ARTICLE XVII - PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its property upon Joint Use Poles, and the taxes and assessments which are levied on said Joint Use Poles shall be paid by the respective owners thereof.

ARTICLE XVIII - INSURANCE

Each party to this Agreement shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

- A. Workers' compensation insurance covering all of the Party's employees, as required by law.
- B. Public liability and property damage liability insurance covering all operations under this Agreement with limits of at least \$1,000,000 for bodily injury or death and \$1,000,000 aggregate coverage during the policy period. Failure to maintain the required insurance coverage will not relieve the Party from liability provided for herein should a loss occur. Similarly, if a loss for which the Party is liable exceeds the insurance policy limits, the Party will not be relieved from liability provided for under this Agreement. The City is not required to carry liability insurance and property damage insurance due to statutory tort immunity provided by A.C.A. 21-9-301. through 21-9-303.
- C. Automobile liability insurance of not less than \$1,000,000 for personal or property damage stemming from the use of all self-propelled vehicles used in connection with this Agreement, whether owned, non-owned or hired. The City is only required to maintain automobile liability insurance for the statutory minimum coverage amount.
- D. Each Party shall furnish to the other Party, upon request, a certificate evidencing compliance with the foregoing requirements. This certificate will list the other Party as additional insured and will note specific cancellation language as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days prior notice of such cancellation."
- E. In lieu of paragraphs A-D above, the Parties may self-insure for the above-referenced coverages. Licensee shall present valid proof of self-insurance upon Owner's request.

ARTICLE XIX - INDEMNIFICATION

Each Party to this Agreement shall, to the extent allowed by law, indemnify, protect, save, defend and hold harmless the other Party, together with that other Party's officers, employees, agents, and contractors, from and against any and all loss, cost, damage, injury, claim, demand, action, suit, judgment, reasonable expenses, reasonable attorney's fees and reasonable court costs, including, but not limited to, any and all claims for damages to property and injury to or death of persons and claims made under any workers' compensation law, to the extent caused by, or arising out of, the negligence or intentional acts/omissions, or other fault of any nature, of the indemnifying Party, its employees, contractors or agents. If the indemnifying Party is obligated to defend the indemnified Party in a legal proceeding, the indemnified Party may choose its own counsel, provided that the fees charged by such counsel are reasonable in the venue where the incident occurred. Nothing in this Article should be considered nor shall be deemed as a waiver of any statutory tort immunity or similar legal protections to which the City may be entitled.

ARTICLE XX - BILLS AND PAYMENT

- A. Upon completion of any work done by one Party for which payment is due from the other Party, the Party performing the work shall present to the other Party, within ninety (90) days after the completion of the work, a bill showing the amount due and a breakdown of the cost. The Parties will cooperate to ensure that both are provided the necessary information to certify that said bills are correct.
- B. If the owing Party disputes the bill or any portion thereof, it must do so through electronic or written means within thirty (30) days after receipt thereof. Further, the owing Party must pay any undisputed amount due. The disputed amount shall be addressed through the Dispute Resolution process set forth in Article XXII.
- C. Any amounts billed hereunder shall be due within forty-five (45) days of the date of the invoice detailing the amount owed. Any undisputed amount not timely paid shall accrue interest at the rate of 1.5% per month, beginning forty-five (45) days after the date of the invoice and continuing until paid, or at the highest interest rate permitted by law, whichever rate is lower. In case of any disputed amount, the Party disputing the amount owed shall timely pay the undisputed amount.

ARTICLE XXI - DEFAULTS

- A. If either Party shall default on its obligations under this Agreement and such default continues for thirty (30) days after due notice thereof in writing by the other Party, the Party not in default may suspend the rights of the defaulting Party to attach to additional Joint Use Poles by sending the defaulting Party written notice of the suspension of such rights. If such default shall continue for a period of sixty (60) days from the defaulting Party's receipt of notice of suspension, the Party not in default may suspend the right of both Parties to attach to existing joint use poles of the other Party by sending written notice to the defaulting Party. Any such suspension of the right of both Parties to attach to existing Joint Use poles shall not suspend the right of either Party to maintain existing Attachments on existing Joint Use Poles.
- B. In the event either Party disputes the existence of a default, the suspension provisions of paragraph "A" above, shall apply, and both Parties agree to employ the dispute resolution procedures set forth in Article XXII of this Agreement.

ARTICLE XXII - DISPUTE RESOLUTION

- A. Prior to the initiation of any litigation, the Parties shall in "good faith" attempt to settle any dispute arising out of or relating to this Agreement through escalation of the dispute to the parties' respective upper management. "Good faith" participation in any dispute procedures shall be a condition precedent to any litigation. Upon written notice, by either Party to the other Party, that all subsequent discussions and negotiations between the Parties are intended to be an effort to compromise and settle matters between the Parties, all subsequent discussions, meetings, and negotiations undertaken pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the State of Arkansas's rules of evidence.

- B. Enforcement. The Parties regard the aforesaid obligation to escalate matters in controversy to upper management as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other Party may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

ARTICLE XXIII - INTERPRETATION AND JURISDICTION

This Agreement shall be interpreted under applicable federal and state laws and shall be construed in its entirety according to its plain meaning. Any action relating to this Agreement or arising out of its terms and conditions shall be instituted and litigated in Benton County, Arkansas State Court.

ARTICLE XXIV - WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXV - NO JOINT VENTURE

It is agreed by and between the Parties that none of the obligations and undertakings herein creates or shall create a partnership or joint venture between the City and the Telephone Company.

ARTICLE XXVI - NOTICES

- A. Whenever notice is required to be given under the provisions of Articles XIII (Periodical Adjustment of Rentals), XV (Assignment of Rights), XVIII (Insurance), XIX (Indemnification), XXI (Defaults), XXII (Dispute Resolution), XXVII (Term of Agreement), or paragraph (C) of this Article XXVI (for change of addresses), such notice shall be in writing, sent certified or registered mail, return receipt required or by a carrier providing proof of delivery, and shall be sent to the following addresses:

The City:

Operational Notices:
Engineering Director
City of Bentonville
608 SE 3rd Street
Bentonville, AR 72712

Official/Legal Notices:
City Attorney

City of Bentonville
117 West Central
Bentonville, AR 72712

The Telephone Company:

Operational Notices:

Official/Legal Notices:

- B. Any other notice to be given under the terms of this Agreement shall be given by mail, facsimile to the above addresses, or by electronic means using the National Joint Use Notification System.
- C. Either Party may change the address for notice pursuant to paragraph (A) above by written notice to the other Party.

ARTICLE XXVII - TERM OF AGREEMENT

Subject to Article XXI, Defaults, this Agreement shall remain in effect for five (5) years from the Effective Date, unless either Party terminates the rights of the Parties to attach to additional Joint Use Poles or to existing Joint Use Poles by providing at least one year's written notice prior to the end of the five (5) year term. Termination of the rights of the Parties to attach to existing Joint Use Poles, by any means, shall not abrogate or terminate the right of either Party, subject to all the terms and conditions of this Agreement, to maintain existing Attachments. Further, termination of the rights of the Parties to attach to additional Joint Use Poles shall remain subject to the rights provided for in Article VIII.G. All such Attachments shall continue to be maintained pursuant to this Agreement. This Agreement shall remain in full force and effect, so long as the Attachments are continued in use, solely for the purpose of governing and controlling the rights and obligations of the Parties with respect to such Attachments, including, but not limited to, the rights and obligations of the Parties with respect to charges related to such Attachments.

ARTICLE XXVIII - EFFECTIVE DATE AND PRE-EXISTING AGREEMENTS

This Agreement shall supersede any prior agreements entered by and between the Parties for Joint Use Poles within the territory covered by this Agreement. Nevertheless, with regard to Poles existing prior to the Effective Date of this Agreement, the Owner shall not be required to replace any such Poles with a Standard Joint Use Pole as defined in Article II (U) of this Agreement unless the Licensee pays all reasonable costs of Replacement and all costs of Transfers or modifications relating to such Replacement as provided for in this Agreement.

ARTICLE XXIX - SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in the foregoing shall preclude the Parties to this Agreement from preparing such supplemental agreements, operating routines or working practices as they mutually agree, in writing, to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXX - CHANGE OF LAW

In the event that any legislative, regulatory, judicial, or other action which would materially affect any of the terms of this Agreement becomes effective, then either Party may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties expressly agree that they shall renegotiate in good faith such mutually agreeable new terms. In the event that the Parties are unable to agree upon such new terms within a reasonable time period, then either Party may file an action with a court of competent jurisdiction seeking appropriate relief.

ARTICLE XXXI - MISCELLANEOUS

- A. This Agreement was prepared jointly by the Parties and not by one Party to the exclusion of the other Party.
- B. No amendment or modification of this Agreement shall be valid unless in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, have caused this Agreement to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized as of the Effective Date of this Agreement.

**Southwestern Bell Telephone Company
d/b/a AT&T Arkansas**

By: _____

Title: _____

Date: _____

City of Bentonville, AR

By: _____

Title: _____

Date: _____

EXHIBIT A - APPLICATION AND LICENSE

City of Bentonville, AR

[Date]

Engineering Director
City of Bentonville
608 SE 3rd Street
Bentonville, AR 72712
Phone Number 479-271-5941

Or

Manager ROW and JUP
Southwestern Bell Telephone Company d/b/a AT&T Arkansas
220 Prospect
Room 400
Hot Springs, AR 71901

Included as a part of this Application are detailed construction plans and drawings, together with necessary maps, to indicate specifically your Poles that we wish to use jointly, the point of Attachment on each Pole, the number and character of facilities to be placed on such Poles (including messenger type, cable type, guy type, anchor type, and anchor distance from Poles), any rearrangements of fixtures and equipment necessary, any relocations or replacements of existing Poles, and any additional Poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our proposed facilities, and any changes in cables, messengers, guys, and anchors, or points of attachment above ground, will be submitted to the Pole Owner for approval prior to construction. Should additional information be required by the Pole Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information.

The Licensee shall obtain all authorizations, permits, and approvals, from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these Poles.

EXHIBIT A - APPLICATION AND LICENSE *(Continued)*

<u>Pole No.</u>	<u>Pole Location</u>	<u>Date of Attachment</u>
-----------------	----------------------	---------------------------

LICENSEE

By: _____

Title: _____

Company: _____

License granted _____, 20__.

OWNER

By: _____

Title: _____

Company: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH AT&T
FOR THE JOINT USE OF POLES WITHIN THE CITY OF
BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with AT&T for the Joint Use of Poles within the City of Bentonville, Arkansas, as attached hereto as Exhibit "A".

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:

March 8, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of Mayor Bob McCaslin's recommendation to appoint Katie Gottlieb to the Library Advisory Board.

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





February 22, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Katie Gottlieb to the Bentonville Public Library
Advisory Board.

I recommend Katie Gottlieb for appointment to the Bentonville Public Library
Advisory Board, filling one of the positions of the board's two-member
expansion. Mrs. Gottlieb's term is slated for April 2016 – December 2020.

A handwritten signature in black ink, appearing to read "Bob", with a short horizontal line extending from the end of the signature.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Katie Gottlieb
 If married, spouse's name: Randy Gottlieb
 Home Address [REDACTED]
 City Bentonville Zip Code 72712
 Home/Cell Phone [REDACTED]
 Business Phone [REDACTED]
 Email Address [REDACTED]
 Occupation Homemaker
 Employer Self
 Length of Residency in Bentonville 2 1/2 years

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

FOR OFFICE USE ONLY

Board / Commission Appointed to: [REDACTED]

Date of Appointment: [REDACTED]

Term Expires: [REDACTED]

Terminate: [REDACTED]

Replaced: [REDACTED]

REFERENCES

Name Jeanne Boehmler
 Phone [REDACTED]
 Email [REDACTED]
 Name Kristin Curran
 Phone [REDACTED]
 Email [REDACTED]

Please select all commissions / boards for which you would like to be considered:

- | | |
|--|--|
| ☐ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☐ Airport Advisory Board | ☒ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☐ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☒ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

BA, Davidson College, 1997 - English and Education
 MBA, Washington University in St. Louis, Accounting and Entrepreneurship
 Professional experience in non profit management with the United Way of St. Louis, City of Allentown, PA, and Catholic Charities of Chicago.

2. Why would you like to be considered for appointment to this commission or board?

My family and I are new to the area, but we have loved the library and downtown area from the start. I am awaiting a stay at home mom with three children at P.E. Baker. These boards sound like an interesting way to contribute to our new community and become more involved.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of Mayor Bob McCaslin's recommendation to appoint Nathan Pollet to the Library Advisory Board.

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





February 22, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Nathan Pollet to the Bentonville Public Library
Advisory Board.

I recommend Nathan Pollet for appointment to the Bentonville Public Library
Advisory Board, filling one of the positions of the board's two-member
expansion. Mr. Pollet's term is slated for April 2016 – December 2021.


Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name

Phone

Email

Name

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|---|
| ☐ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☐ Airport Advisory Board | ☒ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☐ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

Bachelors Degree in Communications
Master's Degree in Landscape Architecture
Freelance web writer and researcher
Frequent library user and huge fan
Father of three equally huge library fans - Maverick (13), Wyatt (11) Jesse Rose (9)

2. Why would you like to be considered for appointment to this commission or board?

I'll be honest here... I don't have an educational or employment background that is riddled with the library arts. What I do have is a love for the library and an understanding of it's place in the community. As a homeschool dad, the Bentonville Public Library has been a great service to my family. I would feel honored to be able to give back in an advisory capacity. I would hope that I could bring a good and different perspective to the board and help as the library moves forward to the future.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of Mayor Bob McCaslin's recommendation to appoint Octavio Sanchez to the Library Advisory Board, as an ex-officio City Council representative.

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





February 22, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Octavio Sanchez to the Bentonville Public Library Advisory Board, in an ex-officio capacity.

I recommend Octavio Sanchez for appointment to the Bentonville Public Library Advisory Board, filling the ex-officio City Council position.

A handwritten signature in black ink, appearing to read "Bob McCaslin".

Bob McCaslin



March 3, 2016

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Josh Morey to the City of Bentonville's
Advertising and Promotion Commission.

I recommend Josh Morey for appointment to the City of Bentonville's Advertising and Promotion Commission. His Term will run through December 31, 2019.

A handwritten signature in black ink, appearing to read 'BMc', is positioned above the printed name.

Bob McCaslin



February 25, 2016

Mayor Bob McCaslin
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

Dear Mayor:

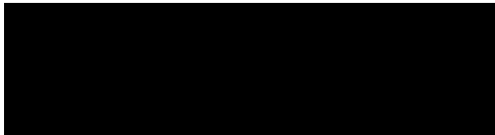
On February 25, 2016, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval:

Josh Morey to fill the vacant seat on the Commission.
The term for this seat is January 1, 2016, through December 31, 2019.

Mr. Morey is the General Manager at Sheraton Four Points. For your convenience, I am enclosing a copy of his application and Commission terms summary.

Please let me know, if you have any questions.

Best Regards,



Kalene Griffith
President
Visit Bentonville
Attachments

104 E. Central Avenue - Bentonville, Arkansas 72712
1-800-410-2535 479-271-9153 www.visitbentonville.com

VISIT Bentonville

A NEW AMERICAN TOWN

BENTONVILLE ADVERTISING & PROMOTION COMMISSION COMMISSIONER APPLICATION

NAME: Josh Morey DATE: 02/09/2016

RESIDENCE ADDRESS: 1401 Barberrry Lane Bentonville AR 72712

MAILING ADDRESS: 211 SE Walton Blvd Bentonville AR 72712
(if different)

EMAIL ADDRESS: josh.morey@fourpointsbentonville.com

PHONE NUMBERS: 479-715-6388 727-744-0970
(home) (work) (cell)

Name of Bentonville Advertising & Promotion tax collecting entity or tourism business with which you are associated:

Sheraton Four Points Bentonville, Ozark Lounge

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.

I have worked in the hospitality industry since 1996, serving many roles in restaurants, country clubs, banquet centers and hotels. Through my career I have had the opportunity to work in several markets in Ohio, Florida, Alabama, Oklahoma and now in Northwest Arkansas. Each area I have worked has had it's own unique tax structure, tourism budgets and needs as well as diverse culture and job industries. I have become versatile in understanding the wants and needs of a community for short term growth and in assisting local leaders in long term tourism needs.

Why would you like to be considered for a position on the Bentonville Advertising & Promotion Commission?

I had the pleasure of opening a new hotel in Bentonville in April of 2015. During the opening process, I was able to add 35 full time jobs to the area, build relationships with local vendors and suppliers and begin to market our hotel to the multitude of business and leisure travelers coming to Bentonville.

While I looked for a home, the people of Bentonville called to me. My new neighbors helped me move in, and fellow restaurateurs and hoteliers made me feel welcome. My family is active in local schools, with my son attending Sugar Creek Elementary and we have made Bentonville our home.

I take pride in the fact that I can represent and showcase our community on a daily basis in my current job at the Sheraton. I look forward to furthering my own personal growth, as well as adding my experience to an already great A&P team.

I am an owner or manager of a Bentonville Advertising & Promotion tax collecting entity or a business in the tourism industry and meet all requirements for serving on this commission.



Please return the completed form by November 24, 2015

Email: johnna@visitbentonville.com

Mail: Bentonville A&P Commission 104 East Central Avenue Bentonville, AR 72712

All Terms began December, 1995		Subsequent terms - 4 years																							
Initial		1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
1. Rest	Skip McHardy	1 year	Out 3/98																						
Rest	Lee Schmidt		Out 2/99																						
Rest	Mark Grant	11/1999																							
Rest	Terri Niccum	11/2004																							
Rest	Paul Nelson	11/2005																							
Rest	David Hutchens	12/2009																							
	Jeff Genova	1/12013																							
	Rob Apple	4/2013																							
2. Hotel	Erik Mikkelsen	2 years	Out 9/96																						
Hotel	Grady Spain																								
Hotel	Steve Wright	5/1997																							
Hotel	Kim Eason	10/12007																							
Hotel	Tom Luefjen	8/2010																							
Hotel	Amanda Webb	8/2011																							
3. Hotel	Dorothy Murrell	3 years	Out 8/96																						
Hotel	Keith Dowell		10/96-10/99																						
Hotel	David Trapp		12/99-5/03																						
Rest.	Jesse Pierce	6/2005																							
Hotel	Richard Weaver	11/2005																							
Hotel	Chris Clifton	12/06																							
Hotel	Nancy Morgan	1/2010																							
Rest.	Richard Smith	5/2008																							
Rest.	Todd Darouse	9/12009																							
4. Rest	Danny Petty	4 years																							
Rest.	A. Marston																								
Tourist	Vernice Piton	1/1998																							
Rest.	Sherry McDaniel	12/2006																							
Hotel	Tammy McDaniel	10/12007																							
Hotel	Jason Moll	9/8/2008																							
Hotel	Abby Hobbs	12/2008																							
Hotel	Nancy Morgan	1/2009																							
Hotel	Nancy Morgan	11/2010																							
Hotel	Bryan Rose	1/12012																							
Hotel		1/12016																							
5. At-Large	Elvis Moody	4 years																							
	Tom McCoy		Out 2/98																						
	Joe Chappelle		3/99-3/04																						
	Gary Compton	3/2004																							
	Galen Havner	5/2011																							
	Lee Culpepper	1/12016																							
City Council Representatives**																									
6	Anita Zentler																								
	Danny Brewer		1/99-9/02																						
	Mary Baggett	9/02																							
	Rod Sanders	9/12007											</												



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2015

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve EMS agreements with the City of Centerton, City of Cave Springs, City of Highfill and Benton County for ambulance service provided by the Bentonville Fire Department.

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





Inter-office Memorandum

To: Mayor and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: March 8, 2018
Re: EMS Agreements

Fire Department Staff recommends Council approve the following EMS agreements with City of Centerton, City of Cave Springs, City of Highfill and Benton County for ambulance service provided by the Bentonville Fire Department.

City of Centerton will pay the sum of \$124,000.00 to the City of Bentonville for ambulance service in their City. This amount will be paid in quarterly installments starting in March of 2016.

City of Cave Springs will pay the sum of \$28,000.00 to the City of Bentonville for ambulance service in their City. This amount will be paid in quarterly installments starting in March of 2016.

City of Highfill will pay the sum of \$11,200.00 to the City of Bentonville for ambulance service in their City. This amount will be paid in quarterly installments starting in March of 2016.

Benton County will pay the sum of \$80,000.00 to the City of Bentonville for ambulance service in Benton County unincorporated area served by Bentonville Fire Department's ambulance service. This amount will be paid in quarterly installments starting in March 2016.

AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2016 by and between Centerton, Arkansas, hereinafter referred to as "Centerton" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Centerton; and,

WHEREAS, there is a need to financially support emergency medical services in Centerton; and,

WHEREAS, Centerton is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Centerton;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Centerton and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Centerton. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Centerton will pay to Bentonville the sum of \$124,000.00 per year for this emergency service. Bentonville will bill Centerton quarterly for this fee, in four (4) equal installments of \$31,000.00.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.

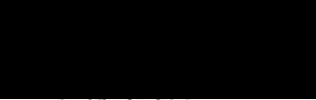
- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2016 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Centerton shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Centerton, PO Box 208, Centerton, Arkansas 72719.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF CENTERTON

BY: _____

BY:  _____

DATE: _____

DATE: 2/9/16

ATTEST: _____

DATE: _____

AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2016 by and between Cave Springs, Arkansas, hereinafter referred to as "Cave Springs" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Cave Springs; and,

WHEREAS, there is a need to financially support emergency medical services in Cave Springs; and,

WHEREAS, Cave Springs is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Cave Springs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Cave Springs and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Cave Springs. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Cave Springs will pay to Bentonville the sum of \$28,000.00 per year for this emergency service. Bentonville will bill Cave Springs for this fee, in four (4) equal installments of \$7,000.00 beginning in March.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.

- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.
- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2016 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Cave Springs shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Cave Springs, P.O. Box 36, Cave Springs, Arkansas 72718.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF CAVE SPRINGS

BY: _____

BY: _____

DATE: _____

DATE: 2-8-16

ATTEST: _____

DATE: _____

AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2016 by and between Highfill, Arkansas, hereinafter referred to as "Highfill" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Highfill; and,

WHEREAS, there is a need to financially support emergency medical services in Highfill; and,

WHEREAS, Highfill is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Highfill;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Highfill and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Highfill. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Highfill will pay to Bentonville the sum of \$11,200.00 per year for this emergency service. Bentonville will bill Highfill for this fee, in four (4) equal installments of \$2,800.00 beginning in March.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.

- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2016 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Highfill shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Highfill, 15036 W. Highway 12, Gentry, Arkansas 72734.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF HIGHFILL

BY: _____

BY: _____

DATE: _____

DATE: 12/1/16

ATTEST: _____

DATE: _____

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT entered into between Benton County, a political subdivision of the State of Arkansas, and the City of Bentonville, Arkansas, a municipal corporation of the State of Arkansas, hereinafter referred to as "CONTRACTOR", pursuant to ACA § 14-266-101, and for and in consideration of the mutual covenants and agreements herein set forth:

1. In exchange for the consideration to be paid by Benton County described herein, CONTRACTOR agrees to provide area coverage for emergency medical services to an area of unincorporated Benton County described in attachment "A." The services to be provided are as follows:

(a) Emergency response by trained personnel to matters reasonably requiring such response, including but not limited to traffic and other accidents, other incidents resulting in injury to persons, and other emergency medical response.

(b) One-way transportation for emergency medical care by advance life support ambulance (as that term is defined under Arkansas law and/or the regulations of the Arkansas Department of Health) to an emergency medical facility.

(c) Emergency care while en route to the emergency medical facility by qualified medical personnel.

2. The services described herein shall be provided by CONTRACTOR during calendar year 2016.

3. The ability of the County to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The contractor shall provide detailed and periodic reporting as follows:

A. Operational Reporting Requirements: The contractor shall provide within 30 days after each quarter, reports detailing its performance during the preceding quarter as it relates to emergency medical services provided pursuant to this agreement. At a minimum the contractor will include the following in its operational quarterly reports:

- Total responses
- Total transports

4. In exchange for the services provided hereunder, CONTRACTOR shall be paid by Benton County the sum of \$80,000.00. Said amount shall be paid in quarterly installments upon CONTRACTOR rendering a bill to Benton County reflecting the amount to be due per quarter.

5. CONTRACTOR may also require payment of user fees by individuals receiving the services contemplated hereunder or their insurers as may be allowed by law. Benton County shall have no liability to CONTRACTOR for any user fees it is unable to collect.

6. CONTRACTOR shall be responsible for all expenses of personnel and materials related to carrying out its obligations hereunder. CONTRACTOR shall pay any and all applicable

taxes regarding its operations, including specifically taxes related to its employees. CONTRACTOR shall also pay for any required insurance for their employees for workers compensation.

7. CONTRACTOR covenants and agrees to perform the services provided by this agreement to the best of its ability. It may enter into mutual aid agreements with other providers of emergency medical services as it sees fit to carry out this contract in the same manner as the services it provides within its city limits or elsewhere.

8. Either party shall be entitled to terminate this agreement on thirty days written notice.

9. Notwithstanding anything contained in this Agreement for Emergency Medical Services to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any payments due under the agreement, including any extensions or renewals thereof, Benton County will notify CONTRACTOR of such occurrence and the agreement shall terminate on the last day of the fiscal period for which appropriations were received.

10. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the party to be charged.

WITNESS the hands and seals of the parties as of the _____ day of January, 2016.

BENTON COUNTY, ARKANSAS

By:


HON. ROBERT D. CLINARD, Benton County Judge

CITY OF BENTONVILLE, ARKANSAS

By:

HON. BOB McCASLIN, Mayor

Attest: LINDA SPENCE, City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AGREEMENTS FOR
AMBULANCE SERVICE WITH CENTERTON, CAVE
SPRINGS, HIGHFILL, AND BENTON COUNTY.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into agreements for ambulance service with Centerton, Cave Springs, Highfill, and Benton County, as attached hereto as Exhibits.

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	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council surplus 2010 ambulance chassis to be sold in Madison Alabama.

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





Inter-office Memorandum

To: Mayor and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: March 8, 2016
Re: Surplus Ambulance Chassis

Fire Department Staff recommends Council approve to surplus 2010 Ford ambulance chassis VIN # 1FDAF4HR3AEB04642. This chassis will be sold to a dealer in the Madison Alabama area for the sum of \$4,500.00 and that amount will be deducted off the cost of the remount. This is the last remount ambulance chassis that was budgeted in 2015.

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE,
ARKANSAS AS SURPLUS PROPERTY.**

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

Section 1: That certain Fire Department property, specifically the ambulance chassis more particularly described on the agenda item submitted herewith, is hereby declared to be surplus material and shall be sold or traded to the authorized ambulance remount provider in exchange for remount services for the Fire Department.

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			
X	Bid Award	Bid #	16-06
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

Nancy Busen

Department

Wastewater Manager

Phone

271-3161

ACTION REQUIRED:

Staff requests Mayor and Council approve bid award for yard waste grinding services at the compost facility to Smithey Environmental, Sand Springs, OK, for the amount of \$450.00 dollars per hour. This agreement will be in effect from April 1, 2016 for a period of one year. This is a 2016 budget item.

Request Waiver of bid process f

COST TO CITY:

Cost of this Request: \$90,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	90,000
Funds Expended to Date		
Remaining Budget		90,000
Budget Adjustment		-
Remaining After Adjustment	\$	90,000

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



Memo



To: City Council, Mayor McCaslin

From: Nancy Busen

CC:

Date: March 8, 2016

Re: Bid award for green waste grinding services for compost facility

Request a Bid Award for yard waste grinding services at the compost facility to Smithey Environmental, Sand Springs, OK, for the amount of \$450.00 dollars per hour. This agreement will be in effect from April 1, 2016 for the period of one year.

Thank you

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 3/3/2016
Re: Bid award #16-06

The 2016 Wastewater Department budget included \$90,000.00 for Green Waste Grinding Services at the Bentonville Compost Facility. Formal bids were received from the following Companies:

Smithey Environmental Sand Springs, OK	\$450.00 Per Hour
---	-------------------

Hansen's Tree Services Reeds Spring, MO	\$475.00 Per Hour
--	-------------------

The Purchasing Office recommends award of Bid #16-06 for Green Waste Grinding Services at the Bentonville Compost Facility to Smithey Environmental of Sand Springs, Oklahoma in an amount of \$450.00 per Hour of on-site service.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bidding and awarding contract to Pick-It Construction, in the amount of \$72,000.00 for flood debris removal at Bella Vista Lake Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$72,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	72,000
Remaining After Adjustment	\$ 72,000

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



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 Pick-It Construction, in the amount of \$72,000, for flood debris removal at Bella Vista Lake.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding and awarding a contract to Pick-It Construction for flood debris removal at Bella Vista Lake.

As you know, December's flood event caused a high level of damage at several park facilities. Our department has dealt with multiple flood events in recent years. However, the flood event of December 2015 created significantly more damage than any previous event. Greenspace areas once manicured weekly, are now full of gravel and dead trees. You will see in the photo below, areas of Bella Vista Lake Park will never be the same again.



Because of the amount of debris left by this event, the removal process has been slower and more difficult to accomplish than ever before. In past events, our team has been able to remove dead limbs / trees, use chippers to create mulch or haul off debris. However, the quantities of remaining debris are too great, and much of the debris is too large to use chippers. Not only is the size of the dead trees a problem, the location of the debris is an issue. Much of the area is difficult to reach via trucks / trailers. Our department has been working this area since January, but there is still much left to do. With the warm season very quickly approaching us, Bentonville Parks and Recreation lacks time, equipment

and manpower to accomplish this in a timely manner and maintain our other parks to the standard our citizens expect. In addition, these areas of dead trees / limbs will become habitat for wildlife that will make this park area less desirable for our residents.

After observing our work for several weeks, we met on site to evaluate and prioritize work moving forward. It was during that meeting, I asked Crant to seek contractors who were equipped to perform the work. In addition, we consulted with Fire Chief Brent Boydston about the possibility of a burn to eliminate the debris.

We asked teams for prices to perform the following: 1. Pile all “washed up” tree limbs, stumps and burnable items, 2. Perform, as well as provide 24 hour supervision, a burn of these items, 3. Remove and haul away any material that will not burn, 4. Manage and supervise project in conjunction with Bentonville Parks and Recreation and Bentonville Fire Department to ensure safety of park patrons and near-by residents.

The reason we ask for a Bid Waiver on this is not because of the type of work that needs to be done. Instead, it is the timeframe in which it must be completed. With the amount of burning that needs to occur, the spring is the best time to perform this work. If the normal bid process was to occur, it could be as late as May before a contractor could begin work. This would put us too late into the year to perform the burn.

Our team met with four qualified companies to evaluate the project. The low bidder for this project was Pick-It Construction, at the price of \$72,000. Although this project requires a budget adjustment, this work will be reimbursed by Federal Disaster Funds. These funds reimburse the local municipality up to 75% of the costs of the rehabilitation work.

If City Council approves this bid waiver, work should take 30 – 45 days to complete. See additional attached photos of site as it currently sits.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.





February 18, 2016

PROPOSAL SUBMITTED TO: Roy Lovell/ City of Bentonville
WORK PERFORMED AT: Lake Bella Vista flood debris clean up

INCLUDED IN THIS PROPOSAL: All material, labor and equipment to

- 1- Pile up all washed up tree limbs, sticks and stumps within the 8.5 acres at Lake Bella Vista and burn.
- 2- Remove tree stumps, trash, and metal that will not burn.
- 3- 24 hour burn watch, while fires are burning.
- 4- Project Management and Supervision.

COST BREAKDOWN: \$72,000.00

NOT INCLUDED IN THIS PROPOSAL: Dirt work, gravel removal or leveling of washed in gravel.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. We propose hereby to furnish materials and labor-complete in accordance with above specifications, for the sum of: **\$72,000.00** with payment to be made as follows:

FINAL PAYMENT DUE UPON COMPLETION (NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, 14% INTEREST WILL BE ADDED)

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions please feel free to give me a call. (479) 973-5109

NOTE: This proposal may be withdrawn if not accepted 30 days after initial bid.

Respectfully submitted: Jim Watson

Pick-It Construction, Inc. 10024 N Campbell Rd. Fayetteville, AR. 72701
Phone: 479-973-5109 www.pickitconstruction.com Fax: 479-571-3672



ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of **\$72,000.00**. Payment will be made as outlined above.

I, _____, wish to accept this proposal as specified above.

DATE: _____ SIGNATURE _____

DATE: _____ SIGNATURE _____

Nathan Ogden, President

Please sign and return one copy to: Pick-it Construction, Inc.
P.O. Box 411
Greenland, AR 72737

Pick-It Construction, Inc. 10024 N Campbell Rd. Fayetteville, AR. 72701
Phone: 479-973-5109 www.pickitconstruction.com Fax: 479-571-3672

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
WITH PICK-IT CONSTRUCTION FOR FLOOD DEBRIS
REMOVAL 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 Pick-It Construction for flood debris removal in the amount of \$72,000.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because time is of the essence in beginning the debris removal process so that brush can be disposed of by burning during the spring, before high fire danger, 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 #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$72,000.00 for flood debris removal at Bella Vista Lake Park.

COST TO CITY:

Cost of this Request:	
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

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PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Accounting/Purchasing

Date of Request: March 1, 2016

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 72,000.00	\$ (72,000.00)
	Fund Balance	\$ 63,000.00		\$ 63,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 63,000.00	\$ 72,000.00	\$ (9,000.00)

Justification:

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



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: February 8, 2016
Re: City Council approval of a budget adjustment, in the amount of \$72,000, for flood debris removal from Bella Vista Lake Park.

Parks and Recreation is seeking City Council's approval of a budget adjustment, in the amount of \$72,000, to pay for the flood debris removal from Bella Vista Lake Park.

As stated in an earlier council agenda, the December 2015 flood event caused a high level of damage at several Bentonville Parks. However, none was damaged more than Bella Vista Lake. This project allows for the massive cleanup that must be done in order to restore this park back to its pre-flood status.

This expense of \$72,000 is not a full expense to the City of Bentonville. Although we will pay for the contractor when the job is completed, we will be reimbursed 87.5% of the project costs. The Federal Government will pay 75% of these costs, while the State of Arkansas will pay 12.5%. These two entities will reimburse a total of \$63,000. The total expense to the City will be \$9,000.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a resolution authorizing the Mayor and Clerk to enter into a one-year agreement, that is renewable for one additional one-year term, with TEC Staffing, to provide temporary staffing services for Parks and Recreation and Public Works Maintenance.

COST TO CITY:

Cost of this Request:

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



Memo



To: City Council, Mayor McCaslin

From: Crant Osborne, Parks and Recreation Maintenance Supervisor

CC: David Wright, Parks and Recreation Director

Date: March 2, 2016

Re: Award Professional Service Contract to TEC Staffing

For several years, the City of Bentonville has utilized temporary staffing agencies to fill seasonal employee needs. Although the system is not immune to occasional challenges, this decision has been beneficial to the City. This system allows flexibility as compared to hiring seasonal employees directly, resulting in decreased overtime hours for seasonal staff.

Parks & Recreation and Public Works staff worked with the Purchasing Department to request a Statement of Qualifications from area staffing agencies. In 2015, the City entered into agreement with First Staff to provide temporary staffing to the Parks and Recreation Department and Public Works Maintenance. This year will be the second of a three year agreement. However, with the excellent job market in Northwest Arkansas, First Staffing sometimes struggled to fulfill Parks and Recreation's staffing requirements. We worked closely with First Staffing during these times and witnessed, first hand, their efforts to recruit labor for us. However many times, they fell short in meeting our needs.

Parks and Recreation is seeking a contract with TEC Staffing to serve in a secondary capacity to fill any vacant slots we may have. The desired contractor remains First Staffing, and we will work with this company to fill as many slots as possible. But if / when the time comes that First Staff can not provide this service, we will turn to TEC to provide our vacancies.

TEC was selected based on their proposal provided during the Professional Services selection process. In fact, during the process where our committee chose First Staffing, TEC was the committee's next choice.

The total temporary staffing services budget for 2016 is \$389,000. Staff will track spending with each of these firms and will not exceed this dollar figure. This contract, as well as the First Staff contract are one year agreements, that are renewable annually through 2017.



DATE: 02/02/2016

TO: City of Bentonville

We value your business and appreciate the opportunity to work with you on your staffing needs. It has been our experience that communication of our terms is important in establishing a satisfactory working relationship.

Please complete and return this form to our office as quickly as possible so that we may begin processing your staffing requests right away. Invoices are processed and mailed weekly and are due upon receipt. Finance charges are accumulated on charges over thirty days.

AGREEMENT

TEC is pleased to provide responsible, top quality individuals for your staffing needs. Our services are easily structured to your specified requirements and employees may be requested for time periods ranging from four hours to indefinite lengths of assignment. Should you wish to consider one of our employees for permanent employment we offer the option of transferring the employee to your payroll after a minimum of 480 working hours. In such cases there are no payroll transfer charges. A payroll transfer charge will be assessed for employees you prefer to transfer to your payroll prior to this time period.

TEC Staffing Services hires the personnel assigned pursuant to this Agreement as employees of TEC Staffing Services. With regard to such personnel, TEC Staffing Services will be solely responsible for payment of Worker's Compensation insurance premiums, Social Security, federal, state and local income tax withholding, and unemployment insurance premiums. Additionally, TEC Staffing Services will have sole responsibility for determining what, if any, fringe benefits will be provided to the personnel assigned pursuant to this agreement.

TEC Staffing Services will bill the City of Bentonville at a 29.5% mark up above the employee pay rate. TEC will perform a 5 panel drug screen and National background check on all employees sent to the City of Bentonville.

Your signature on the enclosed copy, returned to us, will confirm your acknowledgment of and agreement to this policy.

Please do contact us if you have any questions. We work hard, maintain high standards and can assure you of dependable, professional service.


Cheryl Cole, General Manager
TEC Staffing Services

Name Date

Title

Company

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH TEC
STAFFING TO PROVIDE TEMPORARY STAFFING
SERVICES FOR THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with TEC Staffing to provide temporary staffing services for City of Bentonville departments, as set forth in the agreement attached hereto as Exhibit "A".

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:

March 8, 2016

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Salary discussion of "Elected Officials" effective with the January 1, 2017 City Pay Plan.

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



Elected Officials Pay – Background

During the 2008 budget process, the City Council adopted a policy of reviewing the pay and benefits of elected officials before they were up for the next election cycle. The City's personnel policy was also amended in 2008 to include elected officials in the annual Cost of Living Allowance (COLA), if given.

Since that time, any changes to the pay and benefits for elected officials has followed this process. And any changes recommend and approved by the sitting City Council would not be put into effect until after the future election cycle.

CITY COUNCIL

	Fayetteville	Springdale	Rogers	Bentonville	Jonesboro
Status	Part-time	Part-Time	Part-Time	Part-Time	Part-Time
Status	Elected	Elected	Elected	Elected	Elected
Annual Salary	\$13,928.72	\$10,200.00	\$9,279.88	\$8,995.00	\$9,800.00



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, March 8, 2016 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, March 8, 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 23, 2016**

AGENDA

1. Parks and Recreation Update – David Wright, Parks and Recreation Director.
2. Planning:
 - 2a. **Property Line Adjustment: Joe & Liane McNabb, Lot 12, Block 5 Deming's Addition, Northwest 'C' Street & Northwest 5th Street, Zoned R-1, Single Family Residential.**

The planning commission voted 7-0 recommending approval.

The applicant has submitted a property line adjustment for property located on the southeast corner of the intersection of Northwest 5th and Northwest 'C' Street and resides in an R-1, Single Family zoning district. The plat as provided indicates the creation of one new lot for a portion of existing lot 4 to be known as Lot 12, Block 5 Deming's Addition (0.22 acres). A 15' utility easement will be dedicated along Northwest 5th Street. No direct access will be allowed onto Northwest 5th Street. Water and sewer service are available to this lot. Sewer service must utilize the existing service line.

- 2b. **Rezoning: Westwood Holdings, LLC/Moro Development/Buster Proper-ties, LLC, 303 Northeast 'B' Street, Zoned D-E, Downtown Edge.**

The planning commission voted 7-0 recommending approval.

The applicants have requested a rezoning from D-E, Downtown Edge to D-C, Downtown Core for a future residential development.

3. A resolution setting a public hearing for March 22nd, 2016 for a utility easement vacation requested by Food Hub NWA, LLC.
4. A resolution for the Mayor and City Clerk to update a Lease Agreement with Software Strategies, Inc. for a hangar at 2550 SW Aviation Street Suite 1 of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1,700 square feet for 45 years.
5. A resolution for the Mayor and City Clerk to update a Lease Agreement with Point 6, LLC for a Hangar 7 of South T-Hangars of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1,700 square feet.
6. A Resolution for the Mayor and City Clerk to assign a Lease Agreement with Point 6, LLC for a Hangar 8 of South T-Hangars of Bentonville Municipal Airport. The existing lease of \$0.05 per square foot to the new annual rental based at \$0.21 for approximately 1,100 square feet for 45 years.
7. A Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with NWA Hangar, LLC for a hangar at 2503 SW I Street of Bentonville Municipal Airport. The annual rental based at \$0.21 per square foot for approximately 10,000 square feet for 45 years.
8. A Resolution for the Mayor and City Clerk to enter into a Ground Lease Agreement with Summit Aviation for a hangar at 2505 SW "I" Street, Bentonville Municipal Airport. Annual rental based at \$0.21 square foot for 45 years.
9. Bentonville Sidewalk Improvements 2015 is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$1,793.50 less than the currently contracted amount of \$67,966.90. The final contract amount is \$66,173.40.
10. **Tabled from the 2/23/16 City Council Meeting:** 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.
11. A resolution authorizing the Mayor and City Council to enter into an agreement with ATT for Joint Use of Poles within the City of Bentonville.
12. Council approval of Mayor Bob McCaslin's recommendation to appoint Katie Gottlieb to the Library Advisory Board. (Term will expire on 12/31/20)

13. Council approval of Mayor Bob McCaslin's recommendation to appoint Nathan Pollet to the Library Advisory Board. (Term will expire on 12/31/21)
14. Council approval of Mayor Bob McCaslin's recommendation to appoint Octavio Sanchez to the Library Advisory Board, as an ex-officio City Council representative.
15. Council approval of Mayor McCaslin's recommendation to appoint Josh Morey to the City of Bentonville's Advertising and Promotion Commission. (Term will expire on 12/31/19)
16. Fire Department Staff recommends Council approve EMS agreements with the City of Centerton, City of Cave Springs, City of Highfill and Benton County for ambulance service provided by the Bentonville Fire Department.
17. Fire Department Staff recommends Council surplus 2010 ambulance chassis to be sold in Madison Alabama.
18. Staff requests Mayor and Council approve bid award for yard waste grinding services at the compost facility to Smithey Environmental, Sand Springs, OK, for the amount of \$450.00 dollars per hour. This agreement will be in effect from April 1, 2016 for a period of one year. This is a 2016 budget item.
- 19a. City Council approval of an ordinance waiving competitive bidding and awarding contract to Pick-It Construction, in the amount of \$72,000.00 for flood debris removal at Bella Vista Lake Park.
- 19b. City Council approval of a budget adjustment, in the amount of \$72,000.00 for flood debris removal at Bella Vista Lake Park.
20. City Council approval of a resolution authorizing the Mayor and Clerk to enter into a one year agreement, that is renewable for one additional one-year term, with TEC Staffing, to provide temporary staffing services for Parks and Recreation and Public Works Maintenance.
21. Salary discussion of "Elected Officials" effective with the January 1, 2017 City Pay Plan.