

REGULAR CALLED MEETING BOARD OF DIRECTORS

Boardroom

October 18, 2022

5:30 p.m.

AGENDA

1. Call to Order Mayor Scott Byrd
2. Invocation
3. Approval of Board Minutes from October 4, 2022 –Mayor Byrd
4. Presentation of Assistant Chief – Gary Brinkley/Chief Jason Hunt
5. Proclamation for Chamber of Commerce Week – Gary Brinkley
6. Proclamation for National Friends of Libraries Week – Gary Brinkley
7. Updated Police Department Take Home Vehicle Policy- Gary Brinkley/Chief Jackson
8. Second Reading of Ordinance Water Rates – Gary Brinkley
9. Second Reading of Ordinance Waste Water – Gary Brinkley
10. Consideration for Approval AWOS Agreement with FAA – Gary Brinkley/Mike Sellers
11. Consideration of Perimeters for Real Estate Purchase – Gary Brinkley
12. Public Hearing to Adopt Technical Code - NFPA 70 National Electrical Code 2020 & Annex 1 – Gary Brinkley/DeAnna Graves
13. Consideration of Ordinance to Adopt Technical Code - NFPA 70 National Electrical Code 2020 & Annex 1 – Gary Brinkley/ DeAnna Graves
14. City Manager's Report – Gary Brinkley
15. Routine Business – Mayor Byrd
16. Adjournment – Mayor Byrd

Regular Meeting: Citizens speaking to the Board of Directors shall have a speaking time limit of **10 minutes**. The Board of Directors may ask follow up questions which may extend the time limit.

Open Session Forum: Speaking time limit is **5 minutes** a speaker may not yield his or her time to another speaker

**REGULAR CALLED MEETING
BOARD OF DIRECTORS**

Board Room

October 4, 2022

5:30 P.M.

MEMBERS:

Taylor Chaney, *Ward 1 Director*
Chris Porter, *Ward 2 Director*
Keith Crews, *Ward 3 Director (absent)*
Reo Cummings, *Ward 4 Director*
Jason Jones, *Ward 5 Director*
Roland Gosey, *Assistant Mayor*
Scott Byrd, *Mayor*

OTHERS:

Gary Brinkley, *City Manager*
Samantha Roybal, *City Clerk*

CALL TO ORDER

The Mayor called the meeting to order at 5:30 p.m.

The Mayor announced a quorum was present.

INVOCATION

Assistant Mayor Gosey

APPROVAL OF BOARD MINUTES FROM SEPTEMBER 20, 2022

A motion was made by Assistant Mayor Gosey, seconded by Director Chaney to approve the minutes from the September 20, 2022 Board Meeting.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	"Aye"	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Absent"		

THIRD READING OF ORDINANCE ASSESSING A FIVE MILL TAX

Mr. Brinkley requested the Board place the Ordinance on its third reading. Following the reading, Mr. Brinkley requested the ordinance be adopted.

The Mayor called for the City Clerk to read the ordinance, title only.

The City Clerk read the Ordinance, title only.

A motion was made by Assistant Mayor Gosey, seconded by Director Porter to adopt the ordinance.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	"Aye"	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Absent"		

RESOLUTION TO DIRECT ATTORNEY TO PURSUE CONDEMNATION

Mr. Brinkley requested the Board approve the resolution directing the city attorney to pursue a court-ordered condemnation on three properties that need demolishing for the safety and welfare of the public.

A motion was made by Assistant Mayor Gosey, seconded by Director Porter to approve the resolution to condemn three properties.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

CONSIDERATION OF ORDINANCE TO SETTING WATER RATES

Mr. Brinkley requested the Board place the Ordinance on its first reading, excluding tables and charts.

A motion was made by Director Jones, seconded by Director Cummings to approve the first reading of the Ordinance, excluding tables and charts.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

The Mayor called for the City Clerk to read the ordinance.

The City Clerk read the Ordinance.

A motion was made by Director Jones seconded by Director Porter to place the Ordinance on its second reading, title only.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

CONSIDERATION OF ORDINANCE TO SETTING WASTEWATER RATES

Mr. Brinkley requested the Board place the Ordinance on its first reading, excluding tables and charts.

A motion was made by Director Jones, seconded by Director Cummings to approve the first reading of the Ordinance, excluding tables, charts, and section 2.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

The Mayor called for the City Clerk to read the ordinance.

The City Clerk read the Ordinance.

A motion was made by Assistant Mayor Gosey seconded by Director Cummings to place the Ordinance on its second reading, title only.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

CONSIDERATION OF TASK ORDER #4 WITH CRIST ENGINEERING

Mr. Brinkley requested the Board approve Task Order #4 with Crist engineering for On-Call services.

A motion was made by Director Jones seconded by Director Porter to approve Task Order #4 with Crist Engineering for On-Call services.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

CONSIDERATION OF NEW DUMPSTER FOR SANITATION

Mr. Brinkley and Sanitation Department Head Daymond House requested the Board approve the purchase of new dumpsters 10, 4-yard; 10, 6-yard; and 10, 8-yard dumpsters in the amount of \$32,190.00. The dumpster replacement program is woefully behind due to financial constraints in the late 2010s and these are immediate needs. Funding will come from available Undesignated Funds and the Sanitation Budget will be amended to reflect this income and expense.

A motion was made by Director Jones seconded by Assistant Mayor Gosey to approve the purchase of new dumpsters in the amount of \$32,190.00.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

CONSIDERATION OF CHANGE ORDER #2 FOR THE CADDO/27TH DRAINAGE PROJECT

Mr. Brinkley requested the Board approve Change Order #2 for the Caddo/27th drainage project. The change order for the relocation of the water line is necessitated due to the increase in the drainage pipe from 24” to 36” to handle the increase of flow from Pine Street. The change order would be in the amount of \$45,537.00.

A motion was made by Director Porter seconded by Director Cummings to approve change order #2 in the amount of \$45,537.00.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Aye”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Absent”		

CITY MANAGER’S REPORT

October 4, 2022

- Thank you to those who were able to the Festival of the Arts 2022. It was an excellent produced event with wonderful food, music, and art. We were down about 1,000 in attendance this year due to the excessive heat and the winning Razorback football team. Our follow-up meeting last week yielded good information on how to improve upon the event for 2023.
- Progress continues on the Feaster Trail phase one rehabilitation.

- Airport Terminal – Work continues at a very favorable pace. Mr. Seals said if all goes well, he will be finished in December.
- Airport 3 Bay Hanger – the preconstruction meeting was held on Sept 27th. The contractor will begin dirt work in 3 weeks followed by the concrete work, weather permitting. The hanger has been ordered and will arrive in late November with the door arriving in February '23.
- On September 23rd we were notified that we did not make the first cut for the Outdoor Grant Program. After 2 declines to fund, we will no longer seek the Outdoor Grant as a funding option for the MLK Memorial Park.
- The new fence and gate for the dumpster enclosure on N. 19th Street have been completed. This was done to curtail the blowing trash from around the dumpster on N. 19th.
- We completed the dumpster enclosure for our downtown merchants last week. The dumpsters sit behind Java Primo. These dumpsters needed to be enclosed for aesthetics but, these dumpsters were notorious for being used by others than those who paid for the service.
- ArDOT contractors did come back and fill in the needed work along 6th St. & Walnut as promised.
- Last week, Ryan Arnold and I attended another meeting at ArDOT about the bypass project and utility relocations. It was good to see most of the utilities there. ArDOT was very impactful in delivering their message that utilities for the bypass need to be moved asap as work will begin shortly. We were advised the contractor will begin work late this December and in earnest at the end of March 2023.
- Caddo and 27th Street Drainage: The contractor is back and anticipates completing the job by October 21st.
- Thank you to those who were able to attend the Hostess ceremony last Thursday. We are thrilled to have such a great corporate partner joining the Arkadelphia business community. It was good to have the Governor here for the ceremony!

Dates to Remembers:

- The Governor will be here on October 12th to celebrate the significant investment at Veolia.
- The official ribbon cutting for the Bypass will occur on October 14th with Commissioner Moore and ArDOT's Lori Tudor here for the ceremony.

ROUTINE BUSINESS

Taylor Chaney, Ward 1 – Nothing.

Chris Porter, Ward 2 – Nothing.

Keith Crews, Ward 3 – Absent.

Reo Cummings, Ward 4 –Nothing.

Jason Jones, Ward 5 – He asked about the lights on I-30. Also, mentioned that the Lions Club is hosting their pancake breakfast Saturday, October 8th at the CADC Center.

Roland Gosey, Assistant Mayor – Absent

Scott Byrd, Mayor – He congratulated the badgers on their win and mentioned the LSU vs Auburn game.

ADJOURNMENT

There being no further business to discuss, Assistant Mayor Gosey made the motion, seconded by Director Chaney to adjourn. **The motion passed unanimously, and the meeting adjourned at 6:03 p.m.**

Scott Byrd, Mayor

Samantha Roybal, City Clerk

ADDITIONAL ATTENDEES

Chuck Fitzsimmons
DeAnna Graves
Bruce Bell
Lewis A. Shepherd
Julie Lacy
Jason Jackson



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: October 12, 2022
Re: Assistant Chief Ceremony

A handwritten signature in blue ink, appearing to read 'Gary Brinkley', is written over the 'From:' line of the memorandum.


Captain Andy Neal has been promoted to Assistant Fire Chief. With this change of rank, it is customary to ceremonially & publicly acknowledge the promotion.

This ceremony/acknowledgment will occur tonight.

Thank you.



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager 
Date: October 13, 2022
Re: Proclamation Chamber of Commerce Week

Attached please find a copy of the Proclamation celebrating Chamber of Commerce Week October 17-21.

Thank you.

Office of the Mayor

Arkadelphia, Arkansas

Proclamation

WHEREAS, the Arkadelphia Chamber of Commerce works with businesses, nonprofits, banks, industry, and merchants to advance the civic, economic, professional, and cultural life of our Arkadelphia; and

WHEREAS, the Arkadelphia Chamber of Commerce, founded in 1921, has contributed to the civic and economic life of Arkadelphia for a number of years; and

WHEREAS, this year marks another anniversary of the founding of the Arkadelphia Chamber of Commerce, the city's leading board-based business organization which serves as the unified voice for business; and

WHEREAS, the Arkadelphia Chamber and its members provide citizens with strong business environment that increases employment, retail trade, commerce, and industrial growth in order to make the City of Arkadelphia a better place to live; and

WHEREAS, the Arkadelphia Chamber of Commerce encourages the growth of existing businesses and encourages new businesses to locate to Arkadelphia and Clark County, acting as a liaison with the City of Arkadelphia, schools and the business community.

THEREFORE, I, Scott Byrd, Mayor of Arkadelphia, Arkansas do hereby proclaim the week of October 17th through October 21, 2022, as Chamber of Commerce Week in Arkadelphia to acknowledge the numerous benefits and service that the Arkadelphia Chamber of Commerce provides to the businesses and residents in our community.

October 17-21st 2022

Arkansas Chamber of Commerce Week




*In witness whereof I have hereunto set
my hand and caused this seal to be affixed t
his day 12th of October in the year of our Lord 2022*

Attest: _____

Date: _____



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager 
Date: October 12, 2022
Re: Proclamation National Friends of Libraries Week

Attached please find a copy of the Proclamation celebrating National Friends of Libraries Week October 16-22.

Thank you.

Office of the Mayor

Arkadelphia, Arkansas

Proclamation

WHEREAS, Friends of the Clark County Library raise money that enables our library to move from good to great—providing the resources for additional programming, much needed equipment, support for children’s summer reading, and special events throughout the year; and

WHEREAS, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

WHEREAS, the Friends understand the critical importance of well funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers’ advisory, and children’s services; and

WHEREAS, the Friends’ gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community.

NOW THEREFORE, I, Scott Byrd, Mayor of Arkadelphia, Arkansas do hereby proclaim the week of October 16-22, 2022, as Friends of Libraries week in Arkadelphia, Arkansas and urges everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

October 16-22, 2022

National Friends of Libraries Week

*In witness whereof I have hereunto set
my hand and caused this seal to be affixed t
his day 13h of October in the year of our Lord 2022*




Attest: _____

Date: _____



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager 
Date: October 12, 2022
Re: Modification in Patrol Car Take Home Policy

At the request of Chief Jackson, we are seeking your approval to amend the radius to which officers may drive their vehicles home.

The current policy states that officers may take home their vehicles if they live within 15 miles of the city limits.

In keeping with other departments and current area practices, we ask to amend that policy to be:

Officers may take home their vehicles home provided: they live in the county or within 25 miles from the city limits of Arkadelphia.

This change in policy has two direct benefits. Our small size requires us to regularly call-in patrol officers to fill staffing needs which this request will expedite that time to be on shift. Additionally, it will allow us to be in keeping with current trends in other police departments with whom we are recruiting against.

Your approval is requested.

Thank you.



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: October 12, 2022
Re: Water Rate Ordinance

A handwritten signature in green ink, appearing to read 'Gary Brinkley', is written over the 'Date' and 'Re:' fields.

Following the second reading, staff recommends placing the Ordinance on its third reading, title only, at the next scheduled meeting.

Thank you.

AN ORDINANCE ESTABLISHING RATES TO BE CHARGED FOR WATER FURNISHED BY THE WATERWORKS SYSTEM OF THE CITY OF ARKADELPHIA, ARKANSAS, AND PRESCRIBING OTHER MATTERS RELATING HERETO:

WHEREAS, The City of Arkadelphia, Arkansas Water Department has operated and maintained the water system and provided services for over 14 years since the last general rate increase; *and*

WHEREAS, The increases in the cost of operations and maintenance have placed the future of the system in serious financial difficulty; *and*

WHEREAS: The City of Arkadelphia contracted for a rate study that determined the rates necessary for the system to be financially stable; *and*

WHEREAS: the rate study provided a financial model to which the water company will become financially sustainable.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS, THAT:

Section 1. MINIMUM MONTHLY CHARGE -The following monthly rates be and are hereby fixed as rates to be charged for water (first 2,000 gallons) furnished and services provided by the Water Department of the City of Arkadelphia, Arkansas, which rates the City Board of Directors find and declare to be reasonable and necessary minimum rates to be charged beginning January 1 of each year as follows:

Minimum Charge (first 2,000 gallons)

Meter Size	2023	2024	2025	2026	2027
5/8"	\$17.30	\$18.60	\$19.99	\$21.49	\$23.10
3/4"	\$20.66	\$22.21	\$23.88	\$25.67	\$27.59
1"	\$27.22	\$29.26	\$31.46	\$33.82	\$36.35
1-1/2"	\$43.71	\$46.99	\$50.51	\$54.30	\$58.37
2"	\$58.58	\$62.97	\$67.70	\$72.77	\$78.23
3"	\$101.34	\$108.94	\$117.11	\$125.89	\$135.34
4"	\$159.00	\$170.93	\$183.74	\$197.53	\$212.34
6"	\$284.19	\$305.50	\$328.42	\$353.05	\$379.53

Section 2. ADDITIONAL MONTHLY CHARGE - In addition to the minimum monthly charge cited above, the following rates per thousand gallons shall apply to the amount of used water in excess of 2,000 gallons per month.

Amount	2023	2024	2025	2026	2027
Next 8,000 gal.	\$2.16	\$2.26	\$2.38	\$2.50	\$2.62
Next 40,000 gal.	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25
Over 50,000 gal.	\$1.31	\$1.37	\$1.44	\$1.52	\$1.59

The charge for services to premises beyond the Arkadelphia City limits (not within a wholesale customers territory) who purchase from the City of Arkadelphia, Arkansas Water Department, shall be charged a rate 25% greater than the charges shown above.

Section 2.1 WHOLESALE CUSTOMER CHARGES – Those systems who are wholesale customers to the City of Arkadelphia, Arkansas Water Department shall be charged rates as follows:

Water System	2023	2024	2025	2026	2027
River Valley	\$2.00	\$2.10	\$2.21	\$2.32	\$2.43
Caddo Valley	\$2.00	\$2.10	\$2.21	\$2.32	\$2.43
Country Water	\$2.00	\$2.10	\$2.21	\$2.32	\$2.43
Gum Springs	\$2.00	\$2.10	\$2.21	\$2.32	\$2.43

Section 3. A monthly fee of \$0.40 per meter will be assessed for the Federal Safe Drinking Water Act for water analysis by the Arkansas Department of Health.

Section 4. The effective date of this ordinance shall be January 1, 2023.

Section 5. This Ordinance shall amend Ordinance O-01-11, O-09-03 and any other ordinance in conflict herewith. All other provisions of the ordinances with respect to the operation of the Water Department of the City of Arkadelphia remain as previously enacted.

Section 6. The rates established hereby shall never be reduced below an amount sufficient to provide the operation, maintenance, and depreciation of the water system for the payment of the water system portion of the principal and interest on current bonds, and on bonds that may be issued in the future, and when necessary, said increased to prove sufficient funds for these requirements.

Section 7. The provisions of this Ordinance are separable, and if any portion, section, provision or phrase of this Ordinance shall be declared invalid or unconstitutional, such action shall not affect the validity of the remainder of this Ordinance.

PASSED AND ENACTED THIS _____ day of December 2022.

APPROVED: _____

Mayor Scott Byrd

ATTEST: _____

Samantha Roybal, City Clerk



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: October 12, 2022
Re: Wastewater Rate Ordinance

A handwritten signature in blue ink, appearing to read 'Gary Brinkley', is positioned to the right of the 'Re:' line.

Following the second reading, staff recommends placing the Ordinance on its third reading, title only, at the next scheduled meeting.

Thank you.

ORDINANCE O-22-

AN ORDINANCE ESTABLISHING THE RATES FOR SERVICES TO BE FURNISHED BY THE SEWER SYSTEM OF THE CITY OF ARKADELPHIA, ARKANSAS, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CITY BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS:

ARTICLE I

Section 1. General – The City hereby establishes as rates for sewer services furnished by the City’s system, which the Board of Directors finds and declares to be reasonable and necessary, to be charged to all users who contribute wastewater to Arkadelphia, Arkansas treatment works. The proceeds of such charges so delivered will be for the purpose of operation and maintenance, including replacement (OM&R), the public wastewater treatment works. (Replacement is defined as expenditures for obtaining and installing equipment, accessories or appurtenances during the useful life of the treatment works necessary to maintain the capacity and performance for which they were designed and constructed)

All users of the municipally owned wastewater treatments systems shall be charged monthly as follows, beginning January 1, 2023:

Sewer rates generally

Usage/base rate	2023	2024	2025	2026	2027
0-2000 gallons	\$10.40	\$10.91	\$11.46	\$12.03	\$12.64
Next 8,000 gal. (per 1000 gal.)	\$3.11	\$3.27	\$3.43	\$3.60	\$3.78
Next 40,000 gal. (per 1000 gal.)	\$2.60	\$2.73	\$2.86	\$3.01	\$3.16
Next 100,000 gal. (per 1000 gal.)	\$2.08	\$2.18	\$2.29	\$2.41	\$2.53
Next 350,000 gal. (per 1000 gal.)	\$1.30	\$1.36	\$1.43	\$1.50	\$1.58
Over 500,000 gal. (per 1000 gal.)	\$1.16	\$1.21	\$1.27	\$1.34	\$1.40

In the case of users not on a metered basis, the Utility Manager shall establish water consumption based on the non-metered user with a metered user of a similar class.

All users shall be classified by the City of Arkadelphia as residential, commercial, or industrial.

Section 2. Excessive Strength – For any user, when the BOD exceeds 250 mg/l, the suspended solids exceed 250mg/l, or when other pollutant concentrations exceed the range of concentration of these pollutants in normal domestic sewage, a surcharge will be added to the basic charge. This surcharge shall be calculated by the following formula:

$$Cs = (Bc (B) + SC (S) + PC (P)) Vu$$

Symbols and definitions:

- Cs = A surcharge for wastewater of excessive strength
- BC= O&M Cost for treatment unity of biochemical oxygen demand (BOD)
- B = Concentration of BOD from a user above the base level
- Sc = O&M cost for treatment of a unit of any pollutant
- S = Concentration of suspended solids (SS) from a user above a base level
- Pc – O&M cost for treatment of a unit of any pollutant
- P= Concentration of any pollutant from a user above a base level
- Vu = Volume of concentration from a user per unit of time

The City also has the right to require pretreatment should it be determined that high concentrations of pollutants may adversely affect wastewater treatment.

Section 3. Charges for Extraneous Flow – The cost of operations and maintenance for all flows not directly attributable to users (such as Infiltration/Inflow) shall be distributed among users on the same basis as operation and maintenance charges.

Section 4. Toxic Pollutants Charges – Each user that discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge of the treatment works shall pay for such incurred costs.

Section 5. User Charge Computations – Monthly user charges shall be computed based upon the number of thousands of gallons of water purchased times the rates presented above.

Section 6. Billing – Users will be billed on a monthly basis with payment due by the 10th day of the month following the date of billing. Users on metered water service will be billed on the same notice as water charges and will be designated as a separate entry. Users of the wastewater system not on metered water service will be billed monthly on individual notice for wastewater services as the rate established by the Utility Manager.

Section 7. Records – A financial management system will be maintained by the City of Arkadelphia, Arkansas to document compliance with Federal and State regulations. The system will account for all revenues generated and expenditures for operations, maintenance and replacement.

ARTICLE II

Section 1. Review and Revision - The user charge ordinance shall be reviewed not less often than every year regarding the wastewater contribution of users and the sewer classes, the total costs of operation, maintenance and replacement of the treatment works and its approved user charge. The charges for user classes shall be revised to accomplish the following:

1. Maintenance the proportionate distribution of operation and maintenance costs among users and user classes.
2. Generate sufficient revenue to pay the total costs necessary to the proper operation and maintenance (including replacement) of the treatment works.
3. Apply excess revenues collected from a class of users to the costs of operation and maintenance attributable to that class for the next year, and rates shall be adjusted accordingly.
4. Revenues from the project (e.g., sale of treatment-related by-product or lease of the land) shall be used to offset the cost of OM&R.

ARTICLE III

Any user who feels his user charge is unjust and inequitably may make a written application to the Arkadelphia Waste and Sewer Committee, requesting a review of his charge. Said written request shall, where necessary, show the actual or estimated average flow and or strength of his wastewater in comparison with the values upon which the charge is based, including how the measurement or estimates were made.

Review of the request shall be made by the Water and Sewer Committee, and if substantiated, the user charges for that user shall be recomputed based on the revised flow and or strength data and the new charges shall be applicable to the next billing cycle.

ARTICLE IV

The user charges shall apply to all charges mailed to consumers the last day of December 2022 for usage that month.

ARTICLE V

All ordinances in conflict herewith are hereby repealed. The invalidity of any section, clause, sentence or provision shall not affect the validity of any other part of this ordinance.

The user charge system shall take precedence over any terms or conditions of agreements or contracts between the City of Arkadelphia, Arkansas, and any other users which are inconsistent with applicable State or Federal regulations regarding user charge systems.

PASSED ON THE _____ DAY OF _____, 2022.

APPROVED:

Scott Byrd, Mayor

ATTEST:

Samantha Roybal, City Clerk



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: October 12, 2022
Re: AWOS Agreement with FAA

A handwritten signature in blue ink, appearing to read 'Gary Brinkley', is positioned to the right of the 'From:' and 'Date:' fields.

Attached please find the Agreement with the FAA for the installation of the AWOS (Automated Weather Observation System) in the new Terminal Building. The cost is borne by the Sponsor, which is the city. The estimated cost is \$7,142.81.

The AWOS is the system that provides current weather conditions for pilots and the National Weather Services. It is also the service used by local weather stations when doing their nightly newscasts.

Your approval and direction for the city manager to execute the agreement is requested.

Thank you.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF ARKADELPHIA
FOR
DEXTER B FLORENCE MEMORIAL FIELD AIRPORT
ARKADELPHIA, ARKANSAS**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Arkadelphia (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and City of Arkadelphia, for the benefit of Dexter B Florence Memorial Field Airport (ADF).

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to relocate the FAA's Automated Weather Observing System (AWOS) Central Data Platform (CDP) from its temporary location to its permanent location in the new terminal building. This Agreement provides funding for the FAA to relocate the AWOS CDP and establish required telecommunications service. Therefore, this Agreement is titled:

**Arkadelphia, AR (ADF) - Relocate AWOS Equipment at Dexter B Florence
Memorial Field Airport**

FAA support may be affected by government shutdowns, pandemics, natural disasters or other items outside of FAA control. FAA onsite support will be coordinated in advance and scheduled in accordance with FAA travel restrictions. No construction work involving FAA facilities, systems and equipment during FAA maintenance moratorium periods.

B. The FAA will perform the following activities:

1. Ensure the project meets FAA rules, regulations, orders, requirements, standards and specifications.
2. Meet with the Sponsor as required to coordinate and discuss project planning.
3. Execute the following activities for the relocation of the AWOS CDP:
 - a. Relocate the AWOS CDP and associated telco circuits to the new airport terminal building;
 - b. Provide planning and cost estimates for reinstalling the AWOS CDP and associated telco circuits to the new terminal.

C. The Sponsor will perform the following activities:

1. Provide all funding necessary for this Agreement.
2. Provide a full schedule for the work to be accomplished, including construction activities related to FAA facilities and equipment.
3. Provide the FAA with access to the project site, including any airport-specific security briefs or driving requirements, for the purposes of site surveys, construction inspection, and other activities.
4. Develop the plans and specifications for the project affecting the facilities and the space for FAA equipment, with FAA's participation and approval. The Sponsor shall coordinate any interruptions or changes that may have an impact to FAA facilities, systems, and equipment necessitated by the Sponsor's project.
5. Review/modify as necessary the Real Estate MOA with FAA Real Estate for the new site.

D. This agreement is not in whole or in part funded with funding from an AIP grant.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area Planning and Requirements Group will provide administrative oversight of this Agreement. David Hafer is the Lead Planner and liaison with the Sponsor and can be reached at (817) 222-4875 or via email at david.w.hafer@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the

estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA, Air Traffic Organization, Central Service Area, Technical Operations will perform the scope of work included in this Agreement. Michael Rose is the Texarkana/Longview System Support Center Manager and liaison with the Sponsor and can be reached at (870) 774-5946 Ext. 5511 or via email at Michael.G.Rose@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395 or via email at Brad.Logan@faa.gov.

B. Sponsor:

City of Arkadelphia
Dexter B Florence Memorial Field Airport (ADF)
Attn: Michael Sellers
700 Clay St.
Arkadelphia, AR 71923
(870) 246-9864
michael.sellers@arkadelphia.gov

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and

ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA’s ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4010, WB4020, WB4050, WB4060, WB4070 - SSC Support	\$1,225.80
Labor Subtotal	\$1,225.80
Labor Overhead	\$194.09
Total Labor	\$1,419.89
Non-Labor	
WB4080 - FTI Service	\$4,549.00
Equipment and supplies	\$750.00
Non-Labor Subtotal	\$5,299.00
Non-Labor Overhead	\$423.92
Total Non-Labor	\$5,722.92
TOTAL ESTIMATED COST	\$7,142.81

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Michael Sellers, Airport Manager
City of Arkadelphia
Dexter B Florence Memorial Field Airport (ADF)
700 Clay St.
Arkadelphia, AR 71923
(870) 246-9864

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual

costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Reserved

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF ARKADELPHIA

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: October 12, 2022
Re: Purchase of Land for Park

A handwritten signature in green ink, appearing to read 'Gary Brinkley', is written over the 'From:' and 'Date:' lines of the memorandum.

The piece of property west of where Millcreek & N.15th meet is on the market for sale.

The property is owned by Henderson State University and the ASU board has approved it for disposition. We identified this as the quintessential place for a community dog park and have been working for over 3 years to acquire the property.

Pursuant to the ASU Boards' directive, this is a sealed bid offer for the 3.95 +/- acres. The ActData report is attached.

I will seek your approval on a not-to-exceed amount for the purchase of this piece of property at the meeting.

Thank you.

As of: 10/7/2022

Property Owner

Name: HENDERSON STATE UNIVERSITY

Property Information

Physical Address:

Mailing Address:

, 00000

Subdivision:

Block / Lot: N/A / N/A

Type: (ES) Ex. School

S-T-R: 17-07-19

Tax Dist: (1AR) ARKADELPHIA

Size (Acres): 3.950

Millage Rate: 56.75

Extended Legal: PT W1/2 SW NW W OF RD LNP

Market and Assessed Values

Taxes

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value	Estimated Taxes:	\$0
Land:				Homestead Credit:	\$0
Building:			0		
Total:					

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Deed Transfers

Deed Date	File Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
9/19/2019	9/19/2019	2019	02644	N/A			HENDERSON STATE UNIVERSITY	N/A	N/A
11/13/2009		635	196	N/A			HENDERSON STATE UNIVERSITY	N/A	N/A
12/18/2000		596	19	Warr. Deed			HENDERSON STATE UNIVERSITY	Relative	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2015		
2016		
2017		
2018		
2019		
2020		
2021		



Google Location Search


Q Google





MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: October 12, 2022
Re: Public Hearing for Adoption of NFPA 70 National Electrical Code



Tonight you will hold a public hearing to adopt the Arkansas version of the NFPA 70 National Electrical Code.

Building Dept Manager Graves's memorandum is attached for the explanation of the process and clarity of the code.

Following the public hearing, you will be presented with the Ordinance for consideration.

Thank you.



Building Department Manager
DeAnna Graves
700 Clay St.
Arkadelphia, AR 71923
Ph: (870) 246-1818
deanna.graves@arkadelphia.gov

Date: October 10, 2022

To City of Arkadelphia Board of Directors

Cc: Gary Brinkley, City Manager; Ed McCorkle, City Attorney

From: DeAnna Graves, Building Department Manager

Re: Public Hearing for the NFPA 70[®] National Electrical Code 2020 Edition Ordinance by Reference; and Annex 1: Administration and Enforcement Article for the NFPA 70[®] NEC 2020 Edition for the City of Arkadelphia

The State of Arkansas has generally adopted this code. The City of Arkadelphia should adopt and enact this code to continue to provide enforcement and inspection services based on the most recent regulations.

These changes should not result in a significant financial impact upon the community.

As set forth in 14-55-207, the city may adopt technical codes by reference. As required:

- Public Notice was given regarding the availability and location of copies of the codes and related documents. Notification included the time, date and place of the public hearing. A legal notice was published in the Southern Standard on September 8, 2022.
- 3 copies of the codes and related documents are available for inspection and view by the public in the City Clerk's office.
- Public hearing is being held prior to the adoption of the technical codes by reference.
- No action is to be taken during the public hearing.

ANNEX 1: ADMINISTRATION AND ENFORCEMENT ARTICLE FOR THE NFPA 70®: NATIONAL ELECTRICAL CODE®, 2020 FOR THE CITY OF ARKADELPHIA, ARKANSAS

Annex 1 is part of the requirements of the NFPA 70®: National Electrical Code®, 2020. It is to provide for the administration and enforcement of said code.

1.1 Scope. The following functions are covered:

- (1) The inspection of electrical installations as covered by 90.2
- (2) The investigation of fires caused by electrical installations
- (3) The review of construction plans, drawings, and specifications for electrical systems
- (4) The design, alteration, modification, construction, maintenance, and testing of electrical systems and equipment
- (5) The regulation and control of electrical installations at special events including but not limited to exhibits, trade shows, amusement parks, and other similar special occupancies

1.2 Definitions.

Authority Having Jurisdiction (AHJ). An organization, office or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

Chief Electrical Inspector. An electrical inspector who either is the authority having jurisdiction or is designated by the authority having jurisdiction and is responsible for administering the requirements of this *Code*.

Electrical Inspector. An individual authorized by the authority having jurisdiction to perform electrical inspections.

1.3 Purpose. The purpose of this article shall be to provide requirements for administration and enforcement of the *National Electrical Code*®.

1.4 Title. The title of this *Code* shall be NFPA 70®, *National Electrical Code*®, of the National Fire Protection Association. The short title of this *Code* shall be the *NEC*®.

1.5 Application.

- A. New Installations.** This *Code* applies to new installations. Buildings with construction permits dated after adoption of this *Code* shall comply with its requirements.
- B. Existing Installations.** Existing electrical installations that do not comply with the provisions of this *Code* shall be permitted to be continued in use unless the authority having jurisdiction determines that the lack of

conformity with this *Code* presents an imminent danger to occupants. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.

- C. Additions, Alterations, or Repairs.** Additions, alterations, or repairs to any building, structure, or premises shall conform to that required of a new building without requiring the existing building to comply with all the requirements of this *Code*. Additions, alterations, installations, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the authority having jurisdiction. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the *Code* in force at the time the additions are made.

1.6 Occupancy of Building or Structure.

- A. New Construction.** No newly constructed building shall be occupied in whole or in part in violation of the provisions of this *Code*.
- B. Existing Buildings.** Existing buildings that are occupied at the time of adoption of this *Code* shall be permitted to remain in use provided the following conditions apply:

- (1) The occupancy classification remains unchanged
- (2) There exists no condition deemed hazardous to life or property that would constitute an imminent danger

1.7 Authority. Where used in this article, the term *authority having jurisdiction* shall include, the chief electrical inspector or other individuals designated by the governing body. This *Code* shall be administered and enforced by the authority having jurisdiction designated by the governing authority as follows:

- (1) The authority having jurisdiction shall be permitted to render interpretations of this *Code* in order to provide clarification to its requirements, as permitted by 90.4.
- (2) When the use of any electrical equipment or its installations is found to be dangerous to human life or property, the authority having jurisdiction shall be empowered to have the premises disconnected from its source of electric supply. When such equipment or installation has been so

ANNEX 1: ADMINISTRATION AND ENFORCEMENT ARTICLE FOR THE NFPA 70®: NATIONAL ELECTRICAL CODE®, 2020 FOR THE CITY OF ARKADELPHIA, ARKANSAS

- condemned or disconnected, a notice shall be placed thereon listing the causes for the condemnation, the disconnection, or both and the penalty under 1.12 for the unlawful use thereof. Written notice of such condemnation or disconnection and the causes therefore shall be given within 24 hours to the owners, the occupant, or both, of such building, structure, or premises. It shall be unlawful for any person to remove said notice, to reconnect the electric equipment to its source of electric supply, or to use or permit to be used electric power in any such electric equipment until such causes for the condemnation or disconnection have been remedied to the satisfaction of the inspection authorities.
- (3) The authority having jurisdiction shall be permitted to delegate to other qualified individuals such powers as necessary for the proper administration and enforcement of this *Code*.
- (4) Police, fire, and other enforcement agencies shall have authority to render necessary assistance in the enforcement of this *Code* when requested to do so by the authority having jurisdiction.
- (5) The authority having jurisdiction shall be authorized to inspect, at all reasonable times, any building or premises for dangerous or hazardous conditions or equipment as set forth in this *Code*. The authority having jurisdiction shall be permitted to order any person(s) to remove or remedy such dangerous or hazardous condition or equipment. Any person(s) failing to comply with such order shall be in violation of this *Code*.
- (6) Where the authority having jurisdiction deems that conditions hazardous to life and property exist, he or she shall be permitted to require that such hazardous conditions in violation of this *Code* be corrected.
- (7) To the full extent permitted by law, any authority having jurisdiction engaged in inspection work shall be authorized at all reasonable times to enter and examine any building, structure, or premises for the purpose of making electrical inspections. Before entering a premises, the authority having jurisdiction shall obtain the consent of the occupant thereof or obtain a court warrant authorizing entry for the purpose of inspection except in those instances where an emergency exists. As used in this section, *emergency* means circumstances that the authority having jurisdiction knows, or has reason to believe, exist and that reasonably can constitute immediate danger to persons or property.
- (8) Persons authorized to enter and inspect buildings, structures, and premises as herein set forth shall be identified by proper credentials issued by this governing authority.
- (9) Persons shall not interfere with an authority having jurisdiction carrying out any duties or functions prescribed by this *Code*.
- (10) Persons shall not use a badge, uniform, or other credentials to impersonate the authority having jurisdiction.
- (11) The authority having jurisdiction shall be permitted to investigate the cause, origin, and circumstances of any fire, explosion, or other hazardous condition.
- (12) The authority having jurisdiction shall be permitted to require plans and specifications to ensure compliance with this *Code*.
- (13) Whenever any installation subject to inspection prior to use is covered or concealed without having first been inspected, the authority having jurisdiction shall be permitted to require that such work be exposed for inspection. The authority having jurisdiction shall be notified when the installation is ready for inspection and shall conduct the inspection within two City of Arkadelphia business days.
- (14) The authority having jurisdiction shall be permitted to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants.
- (15) The authority having jurisdiction shall be permitted to waive specific requirements in this *Code* or permit alternative methods where it is assured that equivalent objectives can be achieved by establishing and maintaining effective safety. Technical documentation shall be submitted to the authority having jurisdiction to demonstrate equivalency and that the system, method, or device is approved for the intended purpose.
- (16) Each application for a waiver of a specific electrical requirement shall be filed with the

ANNEX 1: ADMINISTRATION AND ENFORCEMENT ARTICLE FOR THE NFPA 70®: NATIONAL ELECTRICAL CODE®, 2020 FOR THE CITY OF ARKADELPHIA, ARKANSAS

authority having jurisdiction and shall be accompanied by such evidence, letters, statements, results of tests, or other supporting information as required to justify the request. The authority having jurisdiction shall keep a record of actions on such applications, and a signed copy of the authority having jurisdiction's decision shall be provided for the applicant.

1.8 Board of Appeals.

A. Creation of the Board of Appeals. A local regulatory authority may establish a Board known as the Board of Appeals.

B. Appointments. The board shall be appointed by the applicable governing body.

(1) Members of the Board shall be chosen in a manner to reflect a balanced representation of individuals or organizations qualified by experience and training to address matters pertaining to electrical installations. A member shall not act in a case in which he has a personal or financial interest. Voting members shall not be employees of the authority having jurisdiction. The Chair of the Board shall be elected by the Board membership.

(2) The Chief Electrical Inspector in the jurisdiction adopting this Article shall be the non-voting secretary of the Board. Where the Chief Electrical Inspector of a local municipality serves a Board at a state level, he or she shall be permitted to serve as a voting member of the Board.

(3) The board may consist of not fewer than five voting members. Board members may be selected from the following:

- a) Chief Electrical Inspector from a local government (for State Board only)
- b) An electrical contractor operating in the jurisdiction
- c) A licensed professional engineer engaged primarily in the design or maintenance of electrical installations
- d) A journeyman electrician

(4) Additional membership may be selected from the following:

- a) A master (supervising) electrician
- b) The Fire Marshal (or Fire Chief)
- c) A representative of the property/casualty insurance industry

- d) A representative of an electric power utility operating in the jurisdiction
- e) A representative of electrical manufacturers primarily and actively engaged in producing materials, fittings, devices, appliances, luminaries (fixtures), or apparatus used as part of or in connection with electrical installations
- f) A member of the labor organization that represents the primary electrical workforce
- g) A member from the public who is not affiliated with any other designated group
- h) A representative of a telecommunications utility operating in the jurisdiction

C. Terms. The terms of office of the board members shall be staggered so that no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates may serve one-year terms. Continued absence of any member from required meetings of the board shall, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

D. Quorum. A quorum as established by the Board operating procedures shall be required to conduct Board business. The Board shall hold such meetings as necessary to carry out the purposes of this article. The Chair or a majority of the members of the Board shall have the authority to call meetings of the Board.

E. Appeals.

(1) Review of Decisions. Any person, firm, or corporation may register an appeal with the Board for a review of any decision of the Chief Electrical Inspector or of any Electrical Inspector; provided that such appeal is made in writing within fifteen (15) days after such person, firm, or corporation shall have been notified. The board shall meet within 30 calendar days after notice of appeal has been received. The Chief Electrical Inspector shall mail a copy of the decision to the appellant within fifteen (15) days of the board's decision.

(2) Conditions. Any person shall be permitted to appeal a decision of the authority having jurisdiction to the Board when it is claimed that any one or more of the following conditions exist:

- a) The true intent of the codes or ordinances described in this *Code* has been incorrectly

ANNEX 1: ADMINISTRATION AND ENFORCEMENT ARTICLE FOR THE NFPA 70®: NATIONAL ELECTRICAL CODE®, 2020 FOR THE CITY OF ARKADELPHIA, ARKANSAS

- interpreted.
- b) The provisions of the codes or ordinances do not fully apply.
 - c) A decision is unreasonable or arbitrary as it applies to alternatives or new materials.
- (3) Submission of Appeals. A written appeal, outlining the *Code* provision from which relief is sought and the remedy proposed, shall be submitted to the authority having jurisdiction within 15 calendar days of notification of violation.

F. Meetings and Records. Meetings and records of the Board shall conform to the following:

- (1) Meetings of the Board shall be open to the public as required by law.
- (2) Records of meetings of the Board shall be available for review during normal business hours, as required by law.

1.9 Records and Reports. The authority having jurisdiction shall retain records in accordance with (A) and (B).

(A) Retention. The authority having jurisdiction shall keep a record of all electrical inspections, including the date of such inspections and a summary of any violations found to exist, the date of the services of notices, and a record of the final disposition of all violations. All required records shall be maintained until their usefulness has been served or as otherwise required by law.

(B) Availability. A record of examinations, approvals, and variances granted shall be maintained by the authority having jurisdiction and shall be available for public review as prescribed by law during normal business hours.

1.10 Permits and Approvals. Permits and approvals shall conform to (A) through (H).

A. Application

- (1) Activity authorized by a permit issued under this *Code* shall be conducted by the permittee or the permittee's agents or employees in compliance with all requirements of this *Code* applicable thereto and in accordance with the approved plans and specifications. No permit issued under this *Code* shall be interpreted to justify a violation of any provision of this *Code* or any other applicable law or regulation. Any addition

or alteration of approved plans or specifications shall be approved in advance by the authority having jurisdiction, as evidenced by the issuance of a new or amended permit.

- (2) A copy of the permit shall be posted or otherwise readily accessible at each work site or carried by the permit holder as specified by the authority having jurisdiction.

B. Content. Permits shall be issued by the authority having jurisdiction and shall bear the name and signature of the authority having jurisdiction or that of the authority having jurisdiction's designated representative. In addition, the permit shall indicate the following:

- (1) Operation or activities for which the permit is issued
- (2) Address or location where the operation or activity is to be conducted
- (3) Name and address of the permittee
- (4) Permit number and date of issuance
- (5) Period of validity of the permit

C. Issuance of Permits. The authority having jurisdiction shall be authorized to establish and issue permits, certificates, notices, and approvals, or orders pertaining to electrical safety hazards pursuant to 1.12, except that no permit shall be required to execute any of the classes of electrical work specified in the following:

- (1) Replacement of equipment such as lamps and of electric utilization equipment approved for connection to suitable permanently installed receptacles. Replacement of flush or snap switches, fuses, lamp sockets, and receptacles, and other minor maintenance and repair work, such as replacing worn cords and tightening connections on a wiring device

- (2) The process of manufacturing, testing, servicing, or repairing electric equipment or apparatus

D. Annual Permits. In lieu of an individual permit for each installation or alteration, an annual permit may, upon application, be issued by the authority having jurisdiction, to any person, firm, or corporation regularly employing one or more employees for the installation, alteration, and maintenance of electric equipment in or on buildings or premises owned or occupied by the applicant for the permit. Upon application, an

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electrical contractor as agent for the owner or tenant may be issued an annual permit. The applicant shall keep records of all work done, and such records shall be transmitted periodically to the Electrical Inspector.

E. Fees. Any political subdivision that has been provided for electrical inspection in accordance with the provisions of this article may establish fees that shall be paid by the applicant for a permit before the permit is issued.

F. Inspection and Approvals.

- (1) Upon the completion of any installation of electrical equipment that has been made under a permit other than an annual permit, it shall be the duty of the person, firm, or corporation making the installation to notify the Electrical Inspector having jurisdiction, who shall inspect the work within a reasonable time.
- (2) Where the Inspector finds the installation to be in conformity with the statutes of all applicable local ordinances and all rules and regulations, the Inspector shall issue to the person, firm, or corporation making the installation a certificate of approval, with duplicate copy for delivery to the owner, authorizing the connection to the supply of electricity and shall send written notice of such authorization to the supplier of electric service. When a certificate of temporary approval is issued authorizing the connection of an installation, such certificates shall be issued to expire at a time to be stated therein and shall be revocable by the Electrical Inspector for cause.
- (3) When any portion of the electrical installation within the jurisdiction of an Electrical Inspector is to be hidden from view by the permanent placement of parts of the building, the person, firm, or corporation installing the equipment shall notify the Electrical Inspector, and such equipment shall not be concealed until it has been approved by the Electrical Inspector or until two City of Arkadelphia business days have elapsed from the time of such notification, provided that on large installations, where the concealment of equipment proceeds continuously, the person, firm, or corporation installing the equipment shall give the Electrical Inspector due notice in advance, and inspections shall be made periodically during the progress of the work.

(4) At regular intervals, the Electrical Inspector having jurisdiction shall visit all buildings and premises where work may be done under annual permits and shall inspect all electric equipment installed under such permits since the date of the previous inspection. The Electrical Inspector shall issue a certificate of approval for such work as is found to be in conformity with the provisions of this article and all applicable ordinances, orders, rules, and regulations, after payments of all required fees.

(5) If, upon inspection, any installation is found not to be fully in conformity with the provisions of this article, and all applicable ordinances, rules, and regulations, the Inspector making the inspection shall at once forward to the person, firm, or corporation making the installation a written notice stating the defects that have been found to exist.

G. Revocation of Permits. Revocation of permits shall conform to the following:

- (1) The authority having jurisdiction shall be permitted to revoke a permit or approval issued if any violation of this *Code* is found upon inspection or in case there have been any false statements or misrepresentations submitted in the application or plans on which the permit or approval was based.
- (2) Any attempt to defraud or otherwise deliberately or knowingly design, install, service, maintain, operate, sell, represent for sale, falsify records, reports, or applications, or other related activity in violation of the requirements prescribed by this *Code* shall be a violation of this *Code*. Such violations shall be cause for immediate suspension or revocation of any related licenses, certificates, or permits issued by this jurisdiction. In addition, any such violation shall be subject to any other criminal or civil penalties as available by the laws of this jurisdiction.
- (3) Revocation shall be constituted when the permittee is duly notified by the authority having jurisdiction.
- (4) Any person who engages in any business, operation, or occupation, or uses any premises, after the permit issued therefore has been suspended or revoked pursuant to the provisions of this *Code*, and before such suspended permit has been reinstated or a new permit issued, shall

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be in violation of this *Code*.

- (5) A permit shall be predicated upon compliance with the requirements of this *Code* and shall constitute written authority issued by the authority having jurisdiction to install electrical equipment. Any permit issued under this *Code* shall not take the place of any other license or permit required by other regulations or laws of this jurisdiction.
- (6) The authority having jurisdiction shall be permitted to require an inspection prior to the issuance of a permit.
- (7) A permit issued under this *Code* shall continue until revoked or for the period of time designated on the permit. The permit shall be issued to one person or business only and for the location or purpose described in the permit. Any change that affects any of the conditions of the permit shall require a new or amended permit.

H. Applications and Extensions. Applications and extensions of permits shall conform to the following:

- (1) The authority having jurisdiction shall be permitted to grant an extension of the permit time period upon presentation by the permittee of a satisfactory reason for failure to start or complete the work or activity authorized by the permit.
- (2) Applications for permits shall be made to the authority having jurisdiction on forms provided by the jurisdiction and shall include the applicant's answers in full to inquiries set forth on such forms. Applications for permits shall be accompanied by such data as required by the authority having jurisdiction, such as plans and specifications, location, and so forth. Fees shall be determined as required by local laws.
- (3) The authority having jurisdiction shall review all applications submitted and issue permits as required. If an application for a permit is rejected by the authority having jurisdiction, the applicant shall be advised of the reasons for such rejection. Permits for activities requiring evidence of financial responsibility by the jurisdiction shall not be issued unless proof of required financial responsibility is furnished.

1.11 Plans Review. Review of plans and specifications shall conform to (A) through (C).

A. Authority. For new construction, modification, or rehabilitation, the authority having jurisdiction shall be permitted to review construction documents and drawings.

B. Responsibility of the Applicant. It shall be the responsibility of the applicant to ensure the following:

- (1) The construction documents include all of the electrical requirements.
- (2) The construction documents and drawings are correct and in compliance with the applicable codes and standards.

C. Responsibility of the Authority Having Jurisdiction. It shall be the responsibility of the authority having jurisdiction to promulgate rules that cover the following:

- (1) Review of construction documents and drawings within established time frames for the purpose of acceptance or to provide reasons for nonacceptance
- (2) Review and approval by the authority having jurisdiction shall not relieve the applicant of the responsibility of compliance with this *Code*.
- (3) Where field conditions necessitate any substantial change from the approved plan, the authority having jurisdiction shall be permitted to require that the corrected plans be submitted for approval.

1.12 Notice of Violations, Penalties. Notice of violations and penalties shall conform to (A) and (B).

A. Violations.

- (1) Whenever the authority having jurisdiction determines that there are violations of this *Code*, a written notice shall be issued to confirm such findings.
- (2) Any order or notice issued pursuant to this *Code* shall be served upon the owner, operator, occupant, or other person responsible for the condition or violation, either by personal service or mail or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such order or notice shall be posted on the premises in a conspicuous place at

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or near the entrance to such premises and the order or notice shall be mailed by registered or certified mail, with return receipt requested, to the last known address of the owner, occupant, or both.

B. Penalties.

- (1) Any person who fails to comply with the provisions of this *Code* or who fails to carry out an order made pursuant to this *Code* or violates any condition attached to a permit, approval, or certificate shall be subject to the penalties established by this jurisdiction.
- (2) Failure to comply with the time limits of an abatement notice or other corrective notice issued by the authority having jurisdiction shall result in each day that such violation continues being regarded as a new and separate offense.
- (3) Violation of any provision of this article or any code provision of the NEC 2017 is hereby declared to be a misdemeanor, punishable by a fine up to \$1,000.00 and imprisonment in the county jail for a maximum of one year with each day the codes are not complied with being a separate violation.

1.13 Connection to Electricity Supply. Connections to the electric supply shall conform to (A) through (E).

- A. Authorization.** Except where work is done under an annual permit and except as otherwise provided in 1.13, it shall be unlawful for any person, firm, or corporation to make connection to a. supply of electricity or to supply electricity to any electric equipment installation for which a permit is required or that has been disconnected or ordered to be disconnected.
- B. Special Consideration.** By special permission of the authority having jurisdiction, temporary power shall be permitted to be supplied to the premises for specific needs of the construction project. The authority having jurisdiction shall determine what needs are permitted under this provision.
- C. Notification.** If, within two City of Arkadelphia business days after the Electrical Inspector is notified of the completion of an installation of electric equipment, other than a temporary approval installation, the Electrical Inspector has neither authorized connection nor disapproved

the installation, the supplier of electricity is authorized to make connections and supply electricity to such installation.

- D. Other Territories.** If an installation or electric equipment is located in any territory where an Electrical Inspector has not been authorized or is not required to make inspections, the supplier of electricity is authorized to make connections and supply electricity to such installations.
- E. Disconnection.** Where a connection is made to an installation that has not been inspected, as outlined in the preceding paragraphs of this section, the supplier of electricity shall immediately report such connection to the Chief Electrical Inspector. If, upon subsequent inspection, it is found that the installation is not in conformity with the provisions of this article, the Chief Electrical Inspector shall notify the person, firm, or corporation making the installation to rectify the defects and, if such work is not completed within fifteen (15) City of Arkadelphia business days or a longer period as may be specified by the authority having jurisdiction, the authority having jurisdiction shall have the authority to cause the disconnection of that portion of the installation that is not in conformity.

1.14 Liability for Damages. This article shall not be construed to affect the responsibility or liability of any party owning, designing, operating, controlling, or installing any electric equipment for damages to persons or property caused by a defect therein, nor shall the City of Arkadelphia or any of its employees be held as assuming any such liability by reason of the inspection, reinspection, or other examination authorized.


1.15 Validity. If any section, subsection, sentence, clause, or phrase of this article is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article.

1.16. Repeal of Conflicting Acts. All annexes or parts of annexes in conflict with the provisions of Annex 1 are hereby repealed.



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: October 13, 2022
Re: Ordinance to Adopt NFPA 70 National Electrical Code 2020 & Annex 1



Attached please find the ordinance to adopt NFPA 70 National Electrical Code 2020 Edition Ordinance by Reference and Annex 1: Administration and Enforcement of Article for the NFPA 70 NE 2020 Edition for the City of Arkadelphia.

Following Arkansas statutes, this adoption does exclude:

Section 210.8F and the Informative Annexes A through J from the NFPA 70® National Electrical Code® 2020 Edition.

Additionally, we have included the Annex 1: Administration and Enforcement Article for the NFPA 70® National Electrical Code® 2020 Edition for the City of Arkadelphia, Arkansas.

As required by law, there are 3 sets of the technical books at the City Clerk's office in Town Hall for review.

Staff recommends you place the ordinance on its first reading tonight.

Thank you.

ORDINANCE NO. 0-22-_____

AN ORDINANCE ADOPTING THE NFPA 70® NATIONAL ELECTRICAL CODE® 2020 EDITION AND ANNEX 1: ADMINISTRATION AND ENFORCEMENT ARTICLE FOR THE NFPA 70® NATIONAL ELECTRICAL CODE® 2020 EDITION FOR THE CITY OF ARKADELPHIA, ARKANSAS; PROVIDING PENALTIES FOR VIOLATIONS THEREOF, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Arkansas has generally adopted this code, and;

WHEREAS, the City Board of Directors held a public hearing on October 18, 2022 and all requirements set forth in Arkansas Code Section 14-55-207 were met; and

WHEREAS, it is the desire of the City of Arkadelphia, Arkansas to adopt and enact this standard electrical code to continue to provide enforcement and inspection services relating to the construction and maintenance of buildings, public safety, health, and general welfare.

NOW THEREFORE BE IT ORDAINED BY THE CITY BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS:

SECTION 1. The following codes are hereby adopted by reference as though they were copied herein fully:

1. NFPA 70® National Electrical Code® 2020 Edition, excluding Section 210.8F and the Informative Annexes A through J.
2. Annex 1: Administration and Enforcement Article for the NFPA 70® National Electrical Code® 2020 Edition for the City of Arkadelphia, Arkansas.

SECTION 2. Violation of any code provision as mentioned above is hereby declared to be a misdemeanor, punishable by a fine up to \$1,000.00 and imprisonment in the county jail for a maximum of one year with each day the code is not complied with being a separate violation.

SECTION 3. Severability – if any section of this ordinance shall be declared unconstitutional or unlawful, only that section of the ordinance shall be affected and all other provisions of the ordinance shall remain in full force and effect.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED this _____ day of _____, 2022

APPROVED: _____
Scott Byrd Mayor

ATTEST: _____
Samantha Roybal, City Clerk