

ORDINANCE NO. 26-19

AN ORDINANCE REGULATING BORING, DIRECTIONAL DRILLING, EXCAVATION, AND RELATED UTILITY WORK WITHIN THE CITY OF GRAVETTE; ESTABLISHING INSURANCE, IDENTIFICATION, SITE RESTORATION, UTILITY REPAIR, CITY MONITORING, LOCATE, AND SCHEDULING REQUIREMENTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

- WHEREAS, the City of Gravette has a duty to protect its streets, rights-of-way, public utilities, water and sewer infrastructure, private property, and the health and safety of the public; and
- WHEREAS, boring, directional drilling, excavation, trenchless utility installation, and related construction activities can create a substantial risk of damage to City-owned utilities and other public infrastructure if not properly coordinated and supervised; and
- WHEREAS, the City has experienced incidents in which boring or related utility work damaged or contributed to damage to City water lines, sewer lines, service lines, or other infrastructure, requiring emergency response, repair, cleanup, and restoration; and
- WHEREAS, the City desires to establish uniform requirements applicable to contractors, subcontractors, and utility installation crews performing boring or related work within the City; and
- WHEREAS, the City Council finds that the following requirements are reasonable and necessary for the protection of the public health, safety, welfare, property, and municipal infrastructure.

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

SECTION 1. PURPOSE AND APPLICABILITY.

- 1.1 This Ordinance applies to every person, company, contractor, subcontractor, utility contractor, boring crew, or other entity performing horizontal directional drilling, boring, trenchless installation, excavation associated with boring, or similar underground utility construction within City rights-of-way, easements, streets, alleys, public property, or other locations subject to City permit or approval.
- 1.2 Compliance with this Ordinance is a condition of any City permit, approval, right-of-way authorization, or permission to perform such work. The prime contractor and utility owner shall be responsible for ensuring compliance by all subcontractors and third-party crews performing work under their authority.
- 1.3 No contractor, subcontractor, utility company, or other person shall commence boring, directional drilling, excavation, or related right-of-way work without first obtaining a written permit or work authorization from the City of Gravette for the specific project or defined work area. Any work commenced without the required City permit or authorization is subject to immediate stop-work and enforcement under Section 12.
- 1.4 Each permit application shall include a sufficiently detailed map, drawing, or construction plan showing the proposed bore path; entry and exit points; bore pits or access pits; proposed depth; existing known utilities; streets, sidewalks, driveways, drainage facilities, easements, and other relevant improvements; and any traffic-control measures required for the work. The City may require additional plans, profiles,

details, photographs, or engineering information when reasonably necessary to evaluate the proposed work.

- 1.5 A copy of the applicable City permit or work authorization, the City-approved work map or plan, and current Arkansas 811 ticket information shall be maintained at the job site in paper or electronic form and shall be produced immediately upon request of an authorized City employee.

SECTION 2. INSURANCE AND PERFORMANCE SECURITY REQUIREMENTS.

- 2.1 Before any work is authorized, the contractor performing the boring work shall provide the City a current Certificate of Insurance issued by an authorized insurer or insurance producer evidencing commercial general liability coverage with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, or such greater amount as may be required by the City for a particular project.
- 2.2 The contractor shall also provide a notarized statement or affidavit from an authorized company representative confirming that the required insurance is in force for the work to be performed. The City may require that the City of Gravette be named as an additional insured when legally and contractually appropriate. Coverage shall remain in effect for the duration of the work, and the contractor shall provide updated proof of coverage upon renewal, replacement, or City request.
- 2.3 In addition to commercial general liability coverage, the contractor shall maintain automobile liability coverage for owned, non-owned, and hired vehicles used in connection with the work and workers' compensation coverage as required by Arkansas law. The City may establish minimum automobile-liability limits by permit condition, resolution, contract, or other applicable City requirement.
- 2.4 Before issuance of a permit or work authorization, the City may require the contractor, utility owner, or permittee to provide a performance bond, restoration bond, surety bond, cash deposit, letter of credit, or other security acceptable to the City in an amount established by the City based upon the scope, location, duration, and risk of the project. The City may increase the required security when additional work is authorized, when restoration obligations increase, or when prior performance demonstrates increased risk.
- 2.5 Required security shall remain available until the City has accepted the work and any applicable warranty period has expired.
- 2.6 Failure to maintain required insurance is grounds for immediate stop-work, suspension, or revocation of City authorization.

SECTION 3. VEHICLE AND EQUIPMENT IDENTIFICATION.

- 3.1 Every vehicle used by a contractor or subcontractor at or in connection with a job site shall display clear, visible, and legible company identification on both sides of the vehicle. Identification shall include the company name or logo, a working telephone number, and any applicable contractor, business, or license number required for the work being performed.
- 3.2 Magnetic signs, permanent decals, or other durable signage are acceptable if clearly visible from outside the vehicle. Unmarked vehicles shall not be used for active construction operations at the job site unless specifically authorized by the City for a documented reason.

SECTION 4. JOB-SITE CLEANLINESS AND RESTORATION.

- 4.1 Each contractor shall keep the work area reasonably clean, safe, and free of construction debris throughout the project. Trash, spoils, discarded materials, packaging, broken conduit, wire, flags no longer needed for active work, and other project-generated debris shall be removed promptly.

- 4.2 Before work begins in an area, the contractor or subcontractor shall provide advance notice by door hanger to each customer or resident reasonably expected to be affected by the work. The notice shall identify the company performing the work and provide a working contact telephone number for questions or concerns.
- 4.3 Any open excavation, bore pit, access hole, or similar opening left unattended or remaining open at the end of a workday shall be secured with fencing or another City-approved protective barrier sufficient to prevent accidental entry and protect the public until the opening is properly closed or work resumes.
- 4.4 Contractors and subcontractors are prohibited from using water from a resident or private customer without the resident's or property owner's permission. No contractor or subcontractor shall draw or use water from a City fire hydrant without first obtaining any required City authorization and hydrant meter permit and using a City-approved hydrant meter.
- 4.5 No contractor or subcontractor shall establish a bore pit, access pit, staging area, equipment area, or excavation on private property without the property owner's permission or other lawful authority to enter and use the property. Upon request, proof of such authorization shall be provided to the City.
- 4.6 All work shall be planned and performed so that drainage ditches, culverts, inlets, catch basins, swales, and other drainage facilities remain functional throughout construction. Required erosion-control measures shall be installed before work begins and maintained until disturbed areas are stabilized and the City authorizes removal of the temporary controls.
- 4.7 The contractor shall protect the traveling public and maintain safe access throughout the work. Traffic-control signs, cones, barricades, flaggers, warning lights, and other devices shall comply with the current Manual on Uniform Traffic Control Devices (MUTCD) and any City-approved traffic-control plan. No driveway, street, fire lane, or other access point shall be blocked longer than reasonably necessary, and access for emergency vehicles shall be maintained at all times unless otherwise expressly authorized by the City.
- 4.8 Upon completion of work in an area, the contractor shall restore all disturbed property, including rights-of-way, yards, sidewalks, driveways, streets, drainage areas, landscaping, and other affected surfaces, to the same or better condition than existed before the work began, subject to reasonable seasonal limitations approved by the City.
- 4.9 When the City issues written notice that cleanup or restoration is deficient, the contractor shall complete the required corrective work within five (5) business days unless the City specifies a shorter period because of an immediate safety hazard or approves additional time in writing due to weather, material availability, or other reasonable cause.
- 4.10 Failure to complete required cleanup or restoration within the allowed period constitutes a violation of this Ordinance and shall subject the responsible contractor to a fine of not less than Five Hundred Dollars (\$500.00) for the first offense, together with the City's actual costs of cleanup, repair, administration, and restoration to the extent allowed by law. Additional or continuing violations shall be punishable as provided in Section 12.
- 4.11 Within forty-eight (48) hours after completing work within an approved project area, the contractor shall notify the City and request final inspection. Completion of work does not constitute City acceptance. The City may require correction of any deficient, unsafe, incomplete, or nonconforming work before final acceptance or release of security.

- 4.12 All restoration performed under this Ordinance shall be warranted by the contractor for not less than one hundred twenty (120) days following City acceptance. During the warranty period, the contractor remains responsible for settlement, sinking, erosion, pavement failure, loss of vegetation, drainage problems, or other failure attributable to the work. For grass, landscaping, or other vegetated areas, the contractor's restoration obligation shall continue beyond one hundred twenty (120) days until vegetation is reasonably established and temporary erosion-control devices may be removed with City approval. The City may retain or draw upon required security until restoration and warranty obligations have been satisfied.

SECTION 5. DAMAGE TO WATER, SEWER, OR OTHER CITY INFRASTRUCTURE.

- 5.1 Any contractor and/or subcontractor, or any crew working under their authority, that damages, strikes, exposes, undermines, or contributes to damage to a City-owned water line, sewer line, service line, or other public utility or infrastructure shall immediately stop work in the affected area and notify the City without delay.
- 5.2 Regardless of who caused the damage or who is ultimately determined to be responsible for the damage, the contractor, subcontractor, and crew performing work at or associated with the affected site shall remain at the site until released by the City's designated representative and shall assist with the response and repair of the damage as directed by the City. The contractor shall provide reasonable assistance requested by the City, including personnel and available equipment for excavation, exposing or maintaining access to the damaged facility, dewatering, backfilling, traffic control, site security, cleanup, and restoration, provided that no person shall be required or authorized to perform unsafe work or work outside that person's legal qualifications.
- 5.3 City personnel shall direct and control repairs to City-owned utilities. The contractor shall not operate City equipment or perform specialized repair work unless expressly authorized by the City and legally qualified to do so.

SECTION 6. LICENSED PLUMBER AND INSPECTION REQUIRED FOR WATER AND SEWER REPAIRS.

- 6.1 Any repair, replacement, reconnection, or alteration to a water or sewer line that constitutes plumbing work under Arkansas law or applicable plumbing regulations shall be performed by an Arkansas-licensed plumber holding the license classification required for that work, unless the work is lawfully performed by City utility personnel or another person expressly authorized by law.
- 6.2 No repaired water or sewer line shall be backfilled, covered, concealed, or placed out of view until the repair has been inspected and approved by the City's authorized inspector or designated utility representative. The City may require pressure testing, leakage testing, photographs, material documentation, or other verification before approval to cover the repair is given.

SECTION 7. CITY COMPLIANCE MONITOR / WATCH DOG PROGRAM.

- 7.1 When the Mayor, Street Superintendent, Water Superintendent, Building Official, or other City official designated by the Mayor determines that additional oversight is reasonably necessary because of project size, location, prior violations, repeated utility strikes, safety concerns, restoration problems, or other documented compliance concerns, the City may assign a City employee or other authorized representative to serve as an on-site compliance monitor, sometimes referred to as the "Watch Dog" program.
- 7.3 The compliance monitor may observe work for compliance with City requirements; verify job-site cleanliness, traffic control, approved routes, locate markings, restoration practices, and permit conditions; document conditions; and immediately report suspected violations or unsafe practices. The monitor does not assume responsibility for the contractor's means, methods, safety program, utility locating obligations, supervision, or workmanship.

- 7.4 The contractor shall reimburse the City for the actual, documented personnel cost and other reasonable City costs associated with required compliance monitoring, at rates established by the City. Payment shall be made to the City of Gravette and not directly to the assigned City employee. The City may require an advance deposit or payment of estimated monitoring costs before work begins or continues.

SECTION 8. ARKANSAS 811 LOCATE REQUESTS AND PROJECT-AREA LIMITS.

- 8.1 All contractors shall comply with Arkansas Underground Facilities Damage Prevention law and all applicable Arkansas 811 requirements before excavation or boring begins.
- 8.2 Unless the City approves a different depth in writing based on site-specific conditions, any installation jacked or bored beneath a City street shall have a minimum depth of cover to the top of the pipe, casing, conduit, or installed facility of two and one-half (2 1/2) feet below the low point of the street cross section or three and one-half (3 1/2) feet below the bottom of the pavement structure or top of subgrade, whichever produces the greater depth. In a street section with a drainage ditch, the installation shall also be at least one (1) foot below the ditch flow line, while still meeting the greater street-depth requirement. The City may require greater depth where necessary to protect existing utilities, pavement, drainage, or other infrastructure.
- 8.3 When a proposed bore path crosses, parallels, or approaches a City water line, sewer line, service line, storm facility, or other known or suspected underground facility, the City may require the contractor to pothole, daylight, vacuum excavate, or otherwise positively expose the existing facility at designated locations to verify its horizontal and vertical position before boring through or near the conflict area. Such verification does not relieve the contractor of any duty imposed by Arkansas 811 or other applicable law.
- 8.4 To promote orderly coordination and prevent excessive, overlapping, abandoned, or unmanageable locate requests, the City may establish, as a condition of a permit or work authorization, a maximum number of active locate tickets or defined locate areas that a boring company may maintain within a project area at one time. The authorized limit shall be based on the contractor's active work capacity, project size, traffic and public-safety impacts, City inspection capacity, utility congestion, and the contractor's demonstrated ability to complete and restore opened work areas.
- 8.5 A contractor shall not request or activate additional City-authorized project areas above the established limit until sufficient previously authorized work areas have been completed, inspected where required, and restored to the City's satisfaction. Nothing in this Section authorizes the City or contractor to waive, delay, or disregard any requirement imposed by Arkansas law or Arkansas 811.

SECTION 9. WORK HOURS, SCHEDULING, AND LIMITATION OF ACTIVE CONTRACTORS.

- 9.1 Permitted boring, excavation, drilling, and related right-of-way work may be performed only Monday through Thursday between 8:00 a.m. and 4:30 p.m. No such work shall occur on Friday, Saturday, or Sunday unless expressly authorized in writing by the Mayor or the Mayor's designee. No non-emergency work shall occur on a City-observed holiday. The City may approve weekend or after-hours work when necessary to reduce traffic disruption, protect public safety, respond to an emergency, or meet utility restoration needs.
- 9.2 Unless otherwise expressly authorized in writing by the Mayor or the Mayor's designee, no more than one boring company shall conduct active boring operations within the City of Gravette at the same time.
- 9.3 The City shall coordinate project scheduling and may establish work windows, sequence projects, delay commencement, or temporarily suspend work to protect public infrastructure, maintain emergency access, manage inspection and utility-locate capacity, reduce conflicts between crews, and protect the public.

- 9.4 This limitation does not apply to emergency repair work ordered or approved by the City, work performed directly by the City, or another circumstance in which the Mayor or designee determines in writing that simultaneous operations are necessary and can be safely managed.

SECTION 10. INCIDENT DOCUMENTATION AND COST RESPONSIBILITY.

- 10.1 Following any utility strike, property damage, or other significant incident, the contractor shall preserve the work area and cooperate with the City in documenting the event. Upon request, the contractor shall provide crew names, Arkansas 811 ticket information, photographs, equipment information, insurance information, and a written incident report.
- 10.2 To the extent permitted by law, permits, agreements, bonds, and insurance policies, the responsible contractor shall be liable for applicable labor, materials, equipment, water loss, restoration, traffic control, emergency response, compliance monitoring, administrative expenses, and other costs or damages arising from the incident. Assistance at the site does not waive or limit any responsibility or liability.

SECTION 11. ENFORCEMENT; STOP-WORK ORDERS; PENALTIES.

- 11.1 The City may enforce this Ordinance through stop-work orders, suspension or revocation of permits, suspension of authorization to work within City rights-of-way, denial or delay of additional work authorization, claims against bonds or insurance, recovery of City costs, citation, prosecution, or any other remedy available by law.
- 11.2 The City may deny, withhold, suspend, or delay issuance of any additional permit, work authorization, or project area for a contractor, subcontractor, utility owner, or permittee that has outstanding restoration deficiencies, unpaid City invoices or reimbursable costs, unresolved damage claims, expired or insufficient insurance, insufficient required security, unresolved violations, or a demonstrated failure to comply with prior City permits or directives.
- 11.3 Except where a specific penalty is stated elsewhere in this Ordinance, a violation shall be punishable by a fine not exceeding One Thousand Dollars (\$1,000.00) for a first offense, Two Thousand Dollars (\$2,000.00) for a second offense, and Four Thousand Dollars (\$4,000.00) for each subsequent offense, subject to Arkansas law. For a violation that is continuous in nature, any daily fine shall not exceed Five Hundred Dollars (\$500.00) per day as permitted by Arkansas law.
- 11.4 Each separate act or omission may constitute a separate offense when allowed by law. Payment of a fine does not relieve a contractor from cleanup, restoration, repair, reimbursement, or other continuing obligations.

SECTION 12. RESPONSIBILITY FOR SUBCONTRACTORS.

- 12.1 Every prime contractor and utility owner shall communicate the requirements of this Ordinance and the City's Boring Contractor Affidavit and Acknowledgment to each employee, subcontractor, and third-party crew performing work under its authority. A prime contractor's use of a subcontractor does not relieve the prime contractor of responsibility for compliance with City requirements.

SECTION 13. CONFLICTS; MORE RESTRICTIVE REQUIREMENTS.

- 13.1 This Ordinance is supplemental to any franchise agreement and supplements all other applicable City ordinances, permits, right-of-way requirements, building and plumbing codes, utility rules, Arkansas 811 requirements, and state and federal law. Where two valid City requirements apply, the more protective requirement shall control to the extent not prohibited by law.

SECTION 14. SEVERABILITY.

- 14.1 If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remaining portions shall not be affected and shall remain in full force and effect.

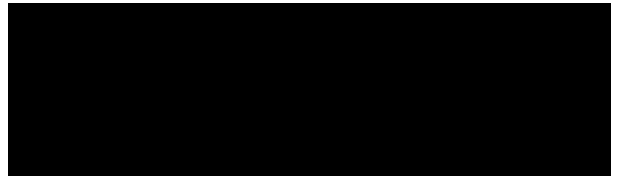
SECTION 15. REPEALER.

15.1 All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SECTION 16. EMERGENCY CLAUSE.

16.1 The City Council finds that unregulated or inadequately coordinated boring and underground utility work presents an immediate risk of damage to municipal water and sewer infrastructure, interruption of essential services, unsafe road and work-site conditions, and unnecessary public expense. Therefore, an emergency is declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED this 8th day of September 2026.



ATTEST:

