ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA
MARCH 21, 2022
4:00 PM

AGENDA

CALL TO ORDER:

1. Five Year Anniversary Presentation- J. Huffman-Gilreath

ACTION ON MINUTES:

1. Approve February 22, 2022 Meeting Minutes

REPORTS:

1. Financial Reports- J. Lattin
2. Engineering Reports- A. Short
3. Rogers Pollution Control Facility Reports- T. Beaver
4. Operations Reports- J. Lunsford

OLD BUSINESS:

NEW BUSINESS:

1. Motion to Approve Low Bidder on 10th & Chestnut Project- A. Short
2. Resolution 22-__ Designating an Electronic Bidding Solution Vendor from Office of State Procurement- A. Short
3. Resolution 22-__ Authorizing *a* Development Agreement for Yates Farm- S. Ponder
4. Resolution 22-__ Rogers Water Utilities Facilities Extension Contract- S. Ponder
5. Uptown Square - Revisions to Facilities Extension Agreement - S. Ponder
6. Resolution 22-__ Requesting Vacation of Unassigned Parcel- B. Dobler

ADJOURN:

Rogers Waterworks and Sewer Commission

February 22, 2022

Minutes

The Rogers Waterworks and Sewer Commission held its scheduled meeting at 4:00 PM Tuesday, February 22, 2022 in the Rogers Administration Building located at 601 S 2nd St. The Commissioners present were Roger Surly, Travis Greene, Kathy McClure, and Mike Watkins. Commissioner Don Kendall was absent. All Rogers Water Utilities staff attended virtually excluding the speakers. Staff present was Brent Dobler, Brian Sartain, Tony Kinion, Stephen Ponder, Aaron Short, Todd Beaver, Patrick Pruitt, Johnny Lunsford, Jennifer Lattin, Jene' Huffman-Gilreath, Dana Daniel, Mario Morales, Debbie Putman, Jerry Roegner, and Donna Wilson. Others in attendance was Matthew and Laurie Simpson, Shelly Wilson, Charles Simmons, Donna Welsh and Robert Frazier of the Frazier Law Firm. Chairman Mike Watkins called the meeting to order at 4:00 PM.

Commissioner Travis Greene made a motion, second by Commissioner Kathy McClure to approve the January 18, 2022 minutes as submitted. All in favor, motion carried.

Chairman Watkins recognized Matthew Simpson, a homeowner of 1130 W Lilac Street to present a variance request. Specifically, the request was for a 2" main line extension due to the domestic capacity required downstream. RWU Specifications call for a minimum main line extension size of 8". This minimum water main size is determined by the National Fire Protection Association (NFPA) code which dictates that a fire hydrant must have a minimum of a 1000 gpm flow rate or greater to provide adequate fire protection for residential properties. Commissioner Travis Greene made a motion, second by Commissioner Roger Surly to deny the request based on the fact that a 2" main line extension would not provide a high enough hydrant flow rate for adequate fire protection per City of Rogers adopted NFPA codes.

Chairman Watkins recognized Jennifer Lattin, Controller to present the January 2022 Financial Reports. Lattin stated that billed revenue for the month of January 2022 is up 14.78% from January 2021. The water consumption is up 3.29% from January 2021. The Water Department reported a profit of $119,000 for January 2022 with a profit of $180,000 reported for January 2021. Fiscal Year to Date Collections of access and impact fee revenue for FY 22 are $547,000 and are ahead of budget by $167,000, and compares to year to date access and impact fee revenue of $622,000 in FY 21 and $501,000 in FY 20. Year to date profit is more than the prior year and ahead of budget.

Sewer consumption for the month of January 2022 is up 3.85% from January 2021. Billed revenue for the month of January 2022 is up 15.93% from January 2021. The Sewer Department reported a profit of $303,000 for January 2022 and a profit of $476,000 was reported for January 2021. Fiscal Year to Date Collections of access and impact fee revenue for FY 22 are $1,002,000 and are ahead of budget by $107,000, and compares to year to date access and impact fee revenue of $1,299,000 in FY 21 and $1,008,000 in FY 20. Year to date profit is less than the prior year and ahead of budget. Cost of utilities has increased notably in the past couple of months which has impacted the PCF the most as they use significant amounts of electric and gas in operations. Customer count has increased 2% in both the Water and Sewer Departments since January 2021.

Lost Water is at 10% for the month of January 2022, 10% for the calendar year, and 12% for the last twelve months.

Total restricted and unrestricted funds are $42.9 million for January 2022. This is an overall increase of $3.5 million from January 2021. Water Funds increased by approximately $1,800,000 and Sewer Funds increased by $1,700,000. $8.2 million of the $42.9 million total funds are restricted for specific use such as debt service, meter deposits, access and impact fees, and depreciation.

Staff is in the beginning stages of the Tyler Technologies billing and accounting software implementation. Currently, we are in the analysis and configuration stage of the Utility Billing. We anticipate converting to the new software in stages. Estimated "go live" times are as follows:

- **Core financials – May/June 2022**
- **Utility Billing – September 2022**
- **Personnel/Payroll – End of 2022/Beginning of 2023**

Chairman Watkins recognized Todd Beaver RPCF Manager to present the January RPCF Reports. Beaver said the Discharge Monitoring Report did have good results for the month. There was an indication of higher ammonia reported during a rain event near the end of the month that will reflect next month's summary. The Industrial Pretreatment Program assessed the total of $8,700.04 in surcharges issued in January 2022. It was noted that Glad represents three (3) months of the 4th quarter. There were no industrial inspections reported with ten (10) self-monitoring reports processed. All inspections were routine with nothing major to report. Two (2) newly opened FSE's were visited and was provided FOG information and discussed ways to handle keeping records. The new equipment for Train II is working well, as some equipment is still being transferred from Train I. The solids handling dryer experienced a significant failure that warped the large end cap of the pressurized treatment vessel. Using our team of operators and maintenance, along with the boiler certified repair group, operations were able to continue later in the same day. Beaver noted outstanding performance from his team for the difficult and unpleasant task. Beaver has begun working on our permit renewal paperwork. The EPA has sent letters to both Springdale and NACA that unless the ADEQ revises the permits to both be .1mg/1 Phos limit, the EPA will send their own permit superseding ADEQ. 285.2 MG was treated in January with approximately 21.7 MG from Inflow and Infiltration. These flows included 1.08" of rain over five (5) events.

Chairman Watkins recognized Brian Sartain Utility Engineer to present the January Engineering Reports. Sartain said they are in the process of evaluating candidates for the GIS/Mapping Technician, as well as reviewing data for GIS as a part of ESRI/Cityworks Implementation. Sartain stated that we have coordinated with RPCF staff for ADEQ permit evaluation, acquired retainage of services from Freese & Nichols. Also working with Arkansas Department of Health for response to comments for standard specifications. Engineering had six (6) plumbing reviews, sixteen (16) civil/site reviews and one (1) fire sprinkler plan review for the month of January. New projects include Embassy Apartments, Tri-State Optical Center, and the Plaza at Pinnacle Hills-NE. There are approximately seventy (70) projects currently active with some large scale developments and subdivision that have been approve by Planning Commission but not yet completed. Sartain reviewed a graph showing a 25% growth in development showing the plan review trend from 2015-Present. Projects currently under construction include 2021 Waterline Replacements with Pearl Street underway. The RPCF Train II is online and

expecting substantial completion in March. The 11th St Water Tower Repaint is underway making repairs and preparing to blast. The Pleasant Grove Rd-Hwy 112 crossing meeting was delayed due to inclement weather. The Arkansas Street – Milestone II (south of Poplar) to begin in February. JB Hunt Drive Project is currently under construction and waiting on materials. The Mt. Hebron Park has most utility work completed. Oak Street & Uptown I-49 Overpasses is waiting on materials/franchise utilities relocations. The 10th & Chestnut Water and Sewer Project is currently out to bid. There is a meeting scheduled with the Pinnacle Country Club for the Pinnacle Sanitary Sewer Improvements-portions under re-design/alignment. The Design team is currently completing 15% design plans for both drying technology options (Huber & Wyse).

Sartain continued with a request to approve Crossland Heavy Contractors selected as the Construction Manager/General Contractor for the RPCF Solids Handling Facility Phase II. Two firms were interviewed based on these evaluating criteria; firm profile of the proposed project team, past experience, record of performance, and locality. Staff recommends the selection of Crossland Heavy Contractors (CHC) based on their firm's capacity and capability to perform the work, the experience and record of performance of the firm and their proposed project team, and their general understanding of the complexities and challenges of the project. Staff requests authorization to negotiate a construction management contract with CHC, to be structured with a guaranteed maximum price and a preconstruction services option. This agreement will be brought before the commission later for approval. Commissioner Travis Greene made a motion, second by Commissioner Roger Surly to approve Crossland Heavy Contractors as the Construction Manager/General Contractor of the RPCF Solids Handling Facility Phase II. All in favor, motion carried.

Brian Sartain recognized Tony Kinion Senior Engineering Technician to request a proposal to enter into a contract with Sand Creek Engineering for engineering services on a sewer rehabilitation project. This is for sanitary sewer improvements on W Chateau Dr to S 24th St. This project will address one of the high priority areas noted in the recently completed wastewater master plan. Also seeks to alleviate problematic areas from a maintenance standpoint. This project consists of preparation of Utility Corridor/Topographic Survey, Sewer Feasibility and Engineering Design. The proposed project is in two sections. The first section (for detailed design) is located between S 28th St to the West Boundary of the Walmart Supercenter on Walnut, approximately 3,100 linear feet. The second section (for conceptual plan/feasibility study) is located between S Innisfree Circle and W Savannah Dr, approximately 1,450 linear feet. With this sewer replacement comes the possible opportunity to take the Savannah Lift Station offline. Staff recommends approval of the engineering proposal from Sand Creek Engineering and Land Surveying for hourly services not to exceed $85,000, allowing staff to negotiate the final form and content of the agreement. A motion was made by Commissioner Kathy McClure, second by Commissioner Travis Greene to approve the contract with Sand Creek Engineering not to exceed $85,000 as submitted. All in favor, motion carried.

Chairman Watkins recognized Jene' Huffman-Gilreath Shared Services Manager to request approval of Resolution No. 22-05 authorizing renewal of a contract for networking and systems security and related information technology services with Computer Systems and Services, Inc. (Compsys, Inc). This renewal if for an additional one-year period beginning on June 1, 2022 thru June 1, 2023 not to exceed Sixty Thousand Dollars ($60,000.00). Commissioner Travis Greene made a motion, second by Commissioner Kathy McClure to approve Resolution No. 22-05 as submitted. All in favor, motion carried.

Brent Dobler presented a recommendation from the Depository and Investment Committee to request approval of Designation of Banks and Banking Institutions. Dobler stated there was a Depository and Investment Committee Meeting today at 3:30 PM and the Committee does not have any modifications to the policy at this time. Dobler stated that the Committee agreed to continue using the following financial institutions: a) Arvest, b) First Western Bank, c) First National Bank of Fort Smith (First National Bank of Northwest Arkansas), d) Simmons Bank, and e) Regions Bank. Commissioner Roger Surly made a motion, second by Commissioner Kathy McClure to approve the designated banking institutions as submitted. All in favor, motion carried.

With no further business, Chairman Watkins adjourned the meeting at 5:22 PM.

Respectfully submitted,

Brent Dobler, Acting Secretary/djw

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March 10, 2022

To: The Rogers Water and Sewer Commission

From: Jennifer Lattin, Controller

Re: February 2022 Financial Information

Water Department

- Billed revenue for the month of February 2022 is up 15% from February 2021.
- Water consumption is up 3.94% from February 2021.
- The Water Department reported a profit of $156,000 for February 2022. A profit of $190,000 was reported for February 2021. The difference is due to an overall increase in revenues ($30,000) with an increase in expenses ($65,000).
    - Billed revenue increased $120,000, but access and impact fee collection decreased $177,000, and other miscellaneous income decreased $87,000.
- Fiscal year to date collections of access and impact fee revenue for FY 22 are $618,000 and are ahead of budget by $184,000. This compares to year-to-date access and impact fee revenue of $870,000 in FY 21 and $571,000 in FY 20.
- Year to date profit is more than the prior year and ahead of budget.

Sewer Department

- Billed revenue for the month of February 2022 is up 15.01% from February 2021.
- Sewer consumption is up 3.71% from February 2021.
- The Sewer Department reported a profit of $292,000 for February 2021. A profit of $725,000 was reported for February 2021. The difference is due to an overall decrease in revenues ($262,000) with an increase in expenses ($171,000).
    - Billed revenue increased $152,000, but access and impact fee collection decreased $343,000, and other miscellaneous income decreased $62,000.
- Fiscal year to date collections of access and impact fee revenue for FY 22 are $1,129,000 and are ahead of budget by $106,000. This compares to year-to-date access and impact fee revenue of $1,768,000 in FY 21 and $1,158,000 in FY 20.
- Year to date profit is less than the prior year but ahead of budget.

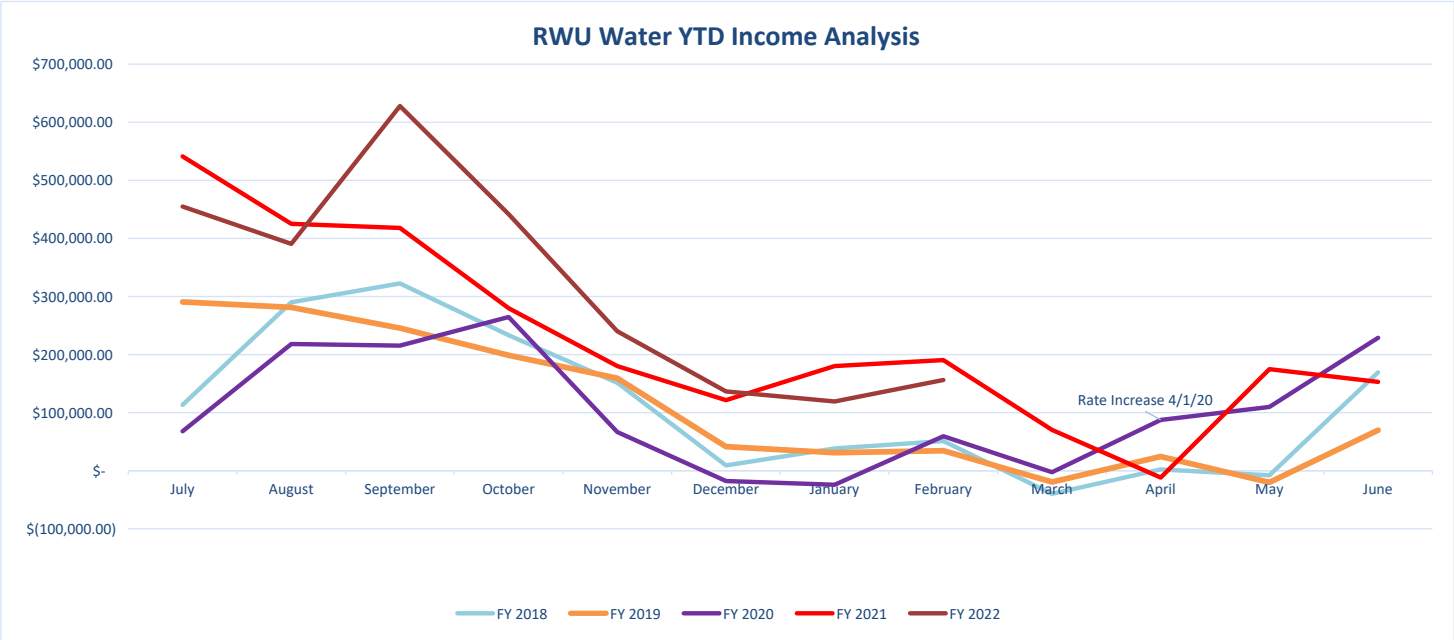
Other Financial Reporting Items

- As indicated on the Lost Water Report, lost water is 5% for the month of February 2022, 8% for the calendar year, and 11% for the last twelve months.
- Total restricted and unrestricted funds are $43.5 million for February 2022. This is an overall increase of $2,860,000 from February 2021.
    - Water funds increased by approximately $2,030,000 and Sewer funds increased by $830,000.
    - $7.6 million of the $40.6 million total funds is restricted for specific use such as debt service, meter deposits, access and impact fees, and depreciation.

Rogers Water Utilities
Monthly Income (Loss) comparisions

WATER	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	
July	$ 113,411.09	$ 290,624.33	$ 67,942.45	$ 541,237.37	$ 454,860.39	
August	$ 290,017.01	$ 281,270.03	$ 218,202.22	$ 425,096.75	$ 390,617.95	
September	$ 322,482.70	$ 245,594.35	$ 215,407.80	$ 418,050.13	$ 627,942.89	
October	$ 233,360.05	$ 198,756.49	$ 264,699.00	$ 279,870.37	$ 441,784.79	
November	$ 151,417.20	$ 159,271.94	$ 66,632.11	$ 180,158.06	$ 240,127.46	
December	$ 9,139.65	$ 41,435.70	$ (17,714.79)	$ 121,537.90	$ 136,549.32	
January	$ 38,411.62	$ 31,081.88	$ (24,131.21)	$ 180,239.50	$ 119,263.06	
February	$ 51,064.55	$ 34,474.80	$ 59,398.57	$ 190,514.70	$ 156,254.78	
March	$ (39,832.89)	$ (19,411.36)	$ (2,521.91)	$ 70,327.68		
April	$ 2,299.54	$ 24,500.39	$ 87,454.59	$ (11,743.18)		
May	$ (7,871.29)	$ (20,066.58)	$ 109,845.99	$ 174,894.19		
June	$ 169,344.25	$ 69,833.07	$ 228,880.37	$ 153,001.57		
YTD Income (Loss)	**$ 1,333,243.48**	**$ 1,337,365.04**	**$ 1,274,095.19**	**$ 2,723,185.04**	**$ 2,567,400.64**	$ 230,695.86 Change From Same Period Last Year
Income (Loss) Before APERS Pension Adjustment	$ 1,333,243.48	$ 1,337,365.04	$ 1,274,095.19	$ 2,723,185.04	$ 2,567,400.64	
APERS Pension Adjustment	*$ (162,576.98)*	*$ (98,788.44)*	*$ (140,186.49)*	*$ (180,687.98)*	*$ -*	
Income per Audited Financial Stmts	$ 1,170,666.50	$ 1,238,576.60	$ 1,133,908.70	$ 2,542,497.06	$ 2,567,400.64	
Annual Budget	**$ 1,050,000.00**	**$ 1,185,000.00**	**$ 840,000.00**	**$ 1,390,000.00**	**$ 2,675,000.00**	

SEWER	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	
July	$ 252,614.01	$ 311,400.74	$ 398,073.34	$ 711,184.94	$ 696,353.90	
August	$ 279,809.72	$ 261,571.66	$ 320,157.10	$ 490,628.78	$ 403,049.30	
September	$ 439,041.26	$ 368,965.92	$ 303,886.14	$ 424,686.61	$ 564,331.31	
October	$ 341,933.48	$ 305,380.22	$ 381,315.31	$ 318,029.39	$ 401,011.64	
November	$ 285,267.28	$ 341,929.24	$ 254,557.18	$ 270,245.00	$ 338,228.02	
December	$ 132,347.13	$ 273,317.22	$ 210,337.78	$ 412,230.13	$ 335,382.96	
January	$ 274,252.44	$ 280,808.92	$ 225,259.50	$ 475,875.60	$ 303,246.65	
February	$ 165,357.06	$ 249,518.51	$ 313,533.41	$ 725,106.18	$ 292,158.17	
March	$ 127,039.38	$ 186,994.97	$ 106,724.51	$ 258,586.89		
April	$ 220,643.75	$ 290,639.28	$ 287,897.69	$ 256,048.98		
May	$ 279,032.44	$ 222,095.65	$ 360,527.55	$ 389,060.34		
June	$ 288,356.07	$ 306,611.99	$ 515,655.80	$ 570,612.24		
YTD Income (Loss)	**$ 3,085,694.02**	**$ 3,399,234.32**	**$ 3,677,925.31**	**$ 5,302,295.08**	**$ 3,333,761.95**	$ (494,224.68) Change From Same Period Last Year
FY Income (Loss) Before APERS Pension Adjustment	$ 3,085,694.02	$ 3,399,234.32	$ 3,677,925.31	$ 5,302,295.08	$ 3,333,761.95	
APERS Pension Adjustment	*$ (255,325.20)*	*$ (166,877.96)*	*$ (249,434.81)*	*$ (289,911.50)*	*$ -*	
Income per Audited Financial Stmts	$ 2,830,368.82	$ 3,232,356.36	$ 3,428,490.50	$ 5,012,383.58	$ 3,333,761.95	
Annual Budget	**$ 2,600,000.00**	**$ 2,865,000.00**	**$ 2,470,000.00**	**$ 3,025,000.00**	**$ 3,960,000.00**	


RWU Water YTD Income Analysis
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$500,000.00
$400,000.00
$300,000.00
$200,000.00
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July
August
September
October
November
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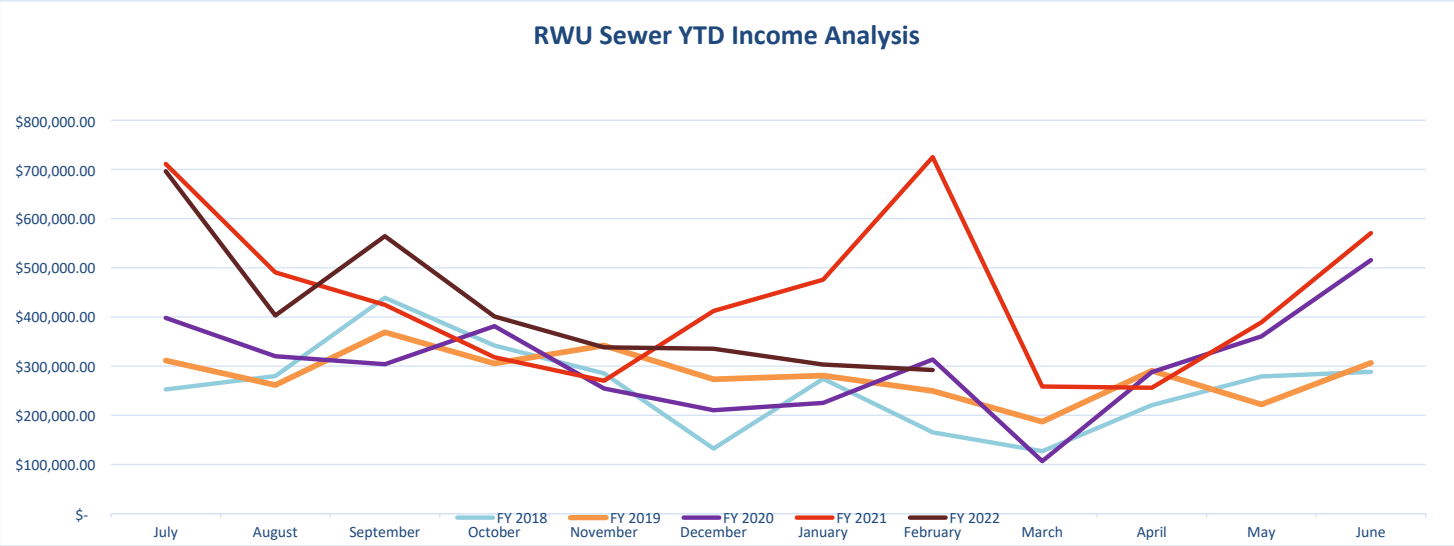
February
March
April
May
June
Rate Increase 4/1/20
FY 2018
FY 2019
FY 2020
FY 2021
FY 2022


RWU Sewer YTD Income Analysis
$800,000.00
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July
August
September
October
November
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January
February
March
April
May
June
FY 2018
FY 2019
FY 2020
FY 2021
FY 2022

WATER CASH RECEIPTS
FEBRUARY 2022

CASH RECEIPTS	$945,703.13
ACCTS RECEIVABLE OTHER	$21,740.45
METER DEPOSITS	$12,050.00
SERVICE CHARGES	$4,820.00
FEES	$4,025.00
MISCELLANEOUS	$92,340.89
TRASH	$360,096.80
DEPRECIATION	$45,028.31
TOTAL	$1,485,804.58

REVENUE BILLED FEBRUARY, 2022		CUSTOMERS	CONSUMPTION
RESIDENTIAL	$528,929.66	26,870	108,182,500
RESIDENTIAL IRRIG	$29,385.38	4,698	381,000
COMMERCIAL	$267,683.71	3,074	59,897,300
INDUSTRIAL	$106,219.65	46	34,816,600
HYDRANTS	$1,195.00		
FIRE LINES	$10,300.00	34,688	203,277,400
PENALTY	$8,803.14		
SERVICE CHARGE	$5,525.00		
NEW CUSTOMER FEES			
TOTAL	$958,041.54		

REVENUE BILLED FEBRUARY, 2021			
RESIDENTIAL	$478,230.16	26,393	110,989,200
RESIDENTIAL IRRIG	$26,402.11	4,550	422,200
COMMERCIAL	$209,222.66	3,005	50,512,700
INDUSTRIAL	$91,292.62	46	33,656,900
HYDRANTS	$1,180.00		
FIRE LINES	$10,000.00	33,994	195,581,000
PENALTY	$10,895.94		
SERVICE CHARGE	$5,873.56		
NEW CUSTOMER FEES			
TOTAL	$833,097.05		

INCREASE (DECREASE)	$124,944.49	694	7,696,400
CHANGE FROM 2020	15.00%	2.04%	3.94%

PURCHASE FROM BEAVER WATER DISTRICT		
FEBRUARY, 2022	$ 331,579.83	235,163,000
FEBRUARY, 2021	$ 343,051.44	248,588,000

CITY OF ROGERS METERED CONSUMPTION	
FEBRUARY, 2022	456,000
FEBRUARY, 2021	735,700

SEWER CASH RECEIPTS
FEBRUARY 2022

CASH RECEIPTS	$1,019,948.77
FEES	$4,230.00
MISCELLANEOUS	$146,458.64
ACCOUNTS RECEIVABLE OTHER	$1,739.46
DEPRECIATION	$48,849.04
	$1,221,225.91

O&M	$1,172,376.87
DEPRECIATION	$48,849.04
	$1,221,225.91

REVENUE BILLED FEBRUARY, 2022		CUSTOMERS	CONSUMPTION
RESIDENTIAL	$752,847.61	22,896	88,652,300
COMMERCIAL	$239,675.51	1,994	44,515,700
INDUSTRIAL	$163,702.29	32	34,128,500
PENALTY	$12,168.40		
OTHER CHARGES	$8,700.04		
NEW CUSTOMER FEES		24,922	167,296,500
TOTAL	$1,177,093.85		

REVENUE BILLED FEBRUARY, 2021			
RESIDENTIAL	$678,273.85	22,495	91,091,700
COMMERCIAL	$183,930.12	1,945	37,123,200
INDUSTRIAL	$141,807.19	32	33,092,500
PENALTY/SURCHARGES	$19,439.24		
NEW CUSTOMER FEES		24,472	161,307,400
TOTAL	$1,023,450.40		

INCREASE (DECREASE)	$153,643.45	450	5,989,100
CHANGE FROM 2020	15.01%	1.84%	3.71%

ROGERS WATER DEPARTMENT — UNACCOUNTED WATER

DATE		RESIDENTIAL GALLONS	COMMERCIAL GALLONS	INDUSTRIAL GALLONS	ACCOUNTED MISC. USAGE	TOTAL GALLONS	PURCHASE GALLONS	% LOST	AVG. MONTH LOST WATER PRIOR 12 MOS
JAN	18	104,077,100	49,883,300	30,539,700	6,551,902	191,052,002	243,083,000	21%	15%
FEB	18	102,411,400	52,007,700	30,093,700	4,813,185	189,325,985	210,445,000	10%	15%
MAR	18	92,303,700	48,678,500	27,958,200	4,730,709	173,671,109	233,310,000	26%	15%
APRIL	18	100,347,200	52,624,100	30,220,200	2,788,786	185,980,286	234,138,000	21%	15%
MAY	18	115,213,000	58,076,000	32,293,600	10,621,380	216,203,980	313,067,000	31%	16%
JUNE	18	166,994,000	63,428,100	36,002,900	12,041,975	278,466,975	396,880,000	30%	17%
JULY	18	215,713,300	106,907,600	39,968,600	14,532,288	377,121,788	407,710,000	8%	16%
AUG	18	187,257,800	102,092,600	41,230,600	12,760,973	343,341,973	358,759,000	4%	16%
SEP	18	171,314,600	95,024,400	44,748,500	13,441,939	324,529,439	342,806,000	5%	15%
OCT	18	151,248,300	89,077,800	35,094,000	9,583,577	285,003,677	298,657,000	5%	15%
NOV	18	114,305,500	66,659,600	35,432,100	9,616,009	226,013,209	242,305,000	7%	15%
DEC	18	103,775,000	51,543,200	30,402,800	4,406,624	190,127,624	239,950,000	21%	15%
JAN	19	103,865,900	52,948,000	28,080,600	8,954,401	193,848,901	247,190,000	22%	15%
FEB	19	102,380,100	49,948,900	30,691,200	5,981,366	189,001,566	223,269,000	15%	16%
MAR	19	93,343,200	50,183,200	30,006,500	5,180,973	178,713,873	245,637,700	27%	16%
APRIL	19	102,953,700	55,815,400	29,714,000	5,135,844	193,618,944	253,408,000	24%	16%
MAY	19	110,874,100	57,963,200	31,735,600	8,532,334	209,105,234	290,282,000	28%	16%
JUNE	19	130,751,800	72,428,900	36,719,000	6,506,804	246,406,504	306,021,000	19%	14%
JULY	19	140,146,700	72,365,400	38,367,500	13,779,584	264,659,184	368,933,000	28%	17%
AUG	19	173,213,500	91,257,400	40,011,100	12,953,917	317,435,917	364,525,000	13%	18%
SEP	19	175,778,300	95,785,400	47,750,900	12,644,585	331,959,185	347,520,000	4%	18%
OCT	19	140,246,600	87,202,300	41,753,500	4,610,318	273,812,718	293,352,000	7%	18%
NOV	19	111,343,600	65,636,000	36,987,000	20,520,520	234,487,120	248,739,000	6%	18%
DEC	19	101,525,100	55,312,500	31,463,400	49,014,571	237,315,571	250,561,000	5%	17%
JAN	20	107,463,300	53,464,100	32,057,900	12,961,957	205,947,257	246,298,000	16%	16%
FEB	20	105,145,200	55,635,200	33,986,500	4,801,031	199,567,931	229,761,000	13%	16%
MAR	20	98,555,000	51,849,200	30,874,700	2,375,487	183,654,387	246,077,000	25%	16%
APRIL	20	106,636,500	43,825,700	33,037,000	3,274,351	186,773,551	239,765,000	22%	16%
MAY	20	119,371,900	44,099,900	32,573,500	6,747,718	202,793,018	267,629,000	24%	15%
JUNE	20	148,312,100	59,144,100	32,918,900	6,214,732	246,589,832	376,881,000	35%	17%
JULY	20	206,932,800	96,036,700	39,369,200	7,593,698	349,932,398	410,197,000	15%	16%
AUG	20	203,523,300	98,480,900	41,240,200	6,949,275	350,193,675	407,040,000	14%	16%
SEP	20	206,965,900	102,725,300	44,438,200	18,615,746	372,745,146	367,521,000	-1%	15%
OCT	20	167,790,900	88,726,700	39,899,000	11,045,672	307,462,272	344,476,000	11%	15%
NOV	20	129,135,700	71,660,000	40,441,200	15,257,052	256,493,952	256,620,000	0%	15%
DEC	20	113,763,200	55,122,800	33,785,500	8,947,224	211,618,724	253,299,000	16%	16%
JAN	21	111,290,400	52,045,900	33,269,400	14,322,767	210,928,467	254,891,000	17%	16%
FEB	21	111,411,400	50,512,700	33,656,900	10,405,260	205,986,260	248,588,000	17%	16%
MAR	21	106,220,600	56,840,800	28,438,500	27,699,088	219,198,988	262,143,000	16%	15%
APRIL	21	108,392,100	61,424,400	38,230,400	65,652,670	273,699,570	317,276,000	14%	15%
MAY	21	116,157,700	60,862,700	38,655,100	135,221,813	350,897,313	416,951,000	16%	14%
JUNE	21	130,372,500	69,229,600	40,881,400	23,972,913	264,456,413	347,498,000	24%	13%
JULY	21	185,342,500	90,529,200	48,100,400	19,203,868	343,175,968	401,633,000	15%	13%
AUG	21	193,282,000	99,125,700	41,925,600	21,546,929	355,880,229	425,819,000	16%	13%
SEP	21	223,049,300	112,713,500	48,449,400	13,332,735	397,544,935	405,933,000	2%	14%
OCT	21	173,762,700	94,842,800	43,782,400	9,295,245	321,683,145	330,541,000	3%	13%
NOV	21	126,655,800	77,501,500	37,538,300	28,519,177	270,214,777	260,226,000	-4%	13%
DEC	21	109,711,100	61,930,000	39,953,300	27,939,291	239,533,691	255,581,000	6%	12%
JAN	22	110,667,200	58,744,000	33,658,700	33,616,254	236,686,154	263,633,000	10%	12%
FEB	22	108,563,500	59,897,300	34,816,600	20,051,679	223,329,079	235,163,000	5%	11%

ANNUAL TOTALS

1996	1,033,147,700	378,946,600	646,243,600	40,833,456	2,099,171,356	2,374,167,000	12%
1997	1,017,742,400	335,996,200	695,610,300	68,958,900	2,118,307,800	2,388,301,000	11%
1998	1,177,425,800	346,184,000	694,663,700	68,430,958	2,286,704,458	2,519,861,000	9%
1999	1,165,475,900	370,893,600	627,120,700	45,076,413	2,208,566,613	2,485,559,000	11%
2000	1,194,969,900	390,911,800	574,602,400	58,711,543	2,219,195,643	2,493,792,000	11%
2001	1,202,600,800	403,707,700	579,445,500	51,102,682	2,236,856,682	2,503,182,000	11%
2002	1,233,191,500	441,953,900	613,014,500	80,165,443	2,368,325,343	2,622,997,000	10%
2003	1,277,794,600	495,897,700	601,934,800	68,067,878	2,443,694,978	2,749,160,000	11%
2004	1,274,534,100	499,435,200	608,668,100	93,809,002	2,476,446,402	2,772,906,000	11%
2005	1,422,636,600	558,104,400	602,642,000	126,300,558	2,709,683,558	3,022,519,000	10%
2006	1,499,064,700	617,313,100	596,850,100	144,167,033	2,857,394,933	3,178,011,000	10%
2007	1,383,481,700	622,496,900	599,424,900	176,409,977	2,781,813,477	3,109,083,000	11%
2008	1,273,620,400	594,752,700	603,791,900	152,922,688	2,625,087,688	2,953,139,000	11%
2009	1,315,205,700	580,440,100	521,371,600	135,666,469	2,552,683,869	2,787,670,000	8%
2010	1,443,799,600	638,199,600	516,194,000	96,577,502	2,694,770,702	3,022,614,000	11%
2011	1,517,844,800	663,668,200	530,469,800	78,272,859	2,790,255,659	3,127,474,000	11%
2012	1,688,130,600	760,644,700	491,108,500	99,329,864	3,039,213,664	3,355,086,000	9%
2013	1,494,327,200	702,752,000	431,137,100	94,617,419	2,722,833,719	3,102,856,000	12%
2014	1,480,643,800	698,320,800	397,758,200	75,320,430	2,652,043,230	3,043,700,000	13%
2015	1,501,611,900	688,970,600	383,107,000	83,742,677	2,657,432,177	3,124,838,000	15%
2016	1,505,181,300	740,265,900	415,037,400	85,587,177	2,746,071,777	3,256,967,000	16%
2017	1,535,436,100	813,428,400	437,697,600	76,968,233	2,863,530,333	3,369,048,000	15%
2018	1,624,960,900	836,002,900	413,984,900	105,889,347	2,980,838,047	3,521,110,000	15%
2019	1,486,422,600	806,846,600	423,280,300	153,815,217	2,870,364,717	3,439,437,700	17%
2020	1,713,595,800	820,770,600	434,621,800	104,783,943	3,073,772,143	3,645,564,000	16%
2021	1,695,648,100	887,558,800	472,881,100	397,111,756	3,453,199,756	3,927,080,000	12%
2022	219,230,700	118,641,300	68,475,300	53,667,933	460,015,233	498,796,000	8%

ROGERS WATER UTILITIES
SCHEDULE OF FUNDS
February 2022

		RESTRICTED					
	UNRE-STRICTED	Meter Deposits	Debt Reserve	Access/ Impact Fees	Depreci-ation	TOTAL RESTRIC-TED	GRAND TOTAL
WATER							
Petty Cash	$ 1,725					$ -	$ 1,725
Checking - O&M	202,415					-	202,415
Checking-Bank of Rogers	270,093					-	270,093
Savings-Utility Money Fund	1,393,058					-	1,393,058
Savings-Depr Money Fund					52,388	52,388	52,388
Savings-O&M Money Fund	3,712,121					-	3,712,121
Access/Impact Fees-Simmons				992,076		992,076	992,076
Investments-CD's	10,985,317	1,080,980			2,472,201	3,553,181	14,538,499
Checking-Meter Deposits		411,507				411,507	411,507
Regions Bank-2012 Bonds			170,406			170,406	170,406
Regions Bank-2016 Bonds			141,306			141,306	141,306
TOTAL WATER	16,564,730	1,492,487	311,712	992,076	2,524,589	5,320,865	21,885,595
SEWER							
Petty Cash	150					$ -	$ 150
Savings-Depr Money Fund					92,912	92,912	92,912
Savings-O&M Money Fund	3,265,804					-	3,265,804
Access/Impact Fees-Simmons				1,782,488		1,782,488	1,782,488
Investments-CD's	16,039,571					-	16,039,571
Regions Bank-2010 Bonds			-			-	-
Regions Bank-2016 Bonds			400,484			400,484	400,484
TOTAL SEWER	19,305,525	-	400,484	1,782,488	92,912	2,275,885	21,581,409
GRAND TOTAL	$ 35,870,255	$ 1,492,487	$ 712,196	$ 2,774,565	$ 2,617,501	$ 7,596,749	$ 43,467,004

ROGERS WATER UTILITIES
CONDENSED COMPARATIVE BALANCE SHEETS
AS OF: 2/28/22
WATER DEPARTMENT

	2/28/22	2/28/21
** ASSETS AND DEFERRED OUTFLOWS **		
CASH-DEMAND DEPOSITS	6,623,877.30	6,456,976.42
INVESTMENTS	14,538,498.75	12,703,032.19
ACCOUNTS RECEIVABLE	2,109,532.64	2,042,473.12
OTHER CURRENT ASSETS	98,960.93	60,025.16
RESTRICTED FUNDS	723,218.77	693,454.47
INVENTORY	462,214.06	343,734.40
PROPERTY PLANT & EQUIPMENT	94,128,414.95	89,643,212.47
INTANGIBLE ASSETS	99,960.00	72,500.00
DEFERRED OUTFLOWS/PENSION ASSETS	556,560.06	398,255.16
TOTAL ASSETS AND DEFERRED OUTFLOWS	119,341,237.46	112,413,663.39
** LIABILITIES AND DEFERRED INFLOWS **		
ACCOUNTS PAYABLE	2,381,107.87	1,644,222.16
ACCRUED LIABILITIES	18,545,654.31	19,253,428.27
OTHER LIABILITIES	1,388,184.00	1,512,262.00
DEFERRED INFLOWS/PENSION LIABILITI	2,016,365.42	1,677,372.54
TOTAL LIABILITIES AND DEFERRED INFLOWS	24,331,311.60	24,087,284.97
** FUND EQUITY **		
FUND EQUITY	92,442,525.22	85,989,673.64
TOTAL REVENUES	10,955,143.95	10,076,898.19
TOTAL EXPENDITURES	8,387,743.31DR	7,740,193.41DR
APERS PENSION ADJ.	.00	.00
TOTAL FUND EQUITY	95,009,925.86	88,326,378.42
TOTAL LIAB, DEF INFLOWS AND FUND EQUITY	119,341,237.46	112,413,663.39

	2/28/22		2/28/21	
** ASSETS AND DEFERRED OUTFLOWS **				
** CASH-DEMAND DEPOSITS **				
PETTY CASH AND CHANGE FUNDS	1,725.00		1,725.00	
CHECKING-O&M ACCOUNT	202,415.19		49,655.15	
CHECKING-FNBANK OF ROGERS	270,093.49		188,122.59	
SAVINGS-UTILITY MONEY FUND	1,393,058.01		1,187,904.90	
SAVINGS-DEPR MONEY FUND	52,388.06		670,614.70	
SAVINGS-O & M MONEY FUND	3,712,121.26		3,210,832.49	
ACCESS/IMPACT FEES-SIMMONS	992,076.29		1,148,121.59	
TOTAL CASH-DEMAND DEPOSITS		6,623,877.30		6,456,976.42
** INVESTMENTS **				
INVESTMENT-O&M	1,018,808.17		1,015,376.61	
INVESTMENT-O&M	755,614.57		753,499.17	
INVESTMENT-O&M	1,057,666.73		1,055,019.87	
INVESTMENT-METER DEPOSITS	544,562.09		542,808.63	
INVESTMENT-METER DEPOSITS	536,418.17		535,413.72	
INVESTMENT-O&M	538,755.01		537,311.11	
INVESTMENT-DEPRECIATION	536,211.84		534,405.77	
INVESTMENT-O&M	1,057,532.64		1,056,149.63	
INVESTMENT-DEPRECIATION	539,589.22		537,449.32	
INVESTMENT-O&M	502,487.90		500,771.72	
INVESTMENT-O&M	538,773.71		538,000.00	
INVESTMENT-DEPRECIATION	869,259.79		868,151.70	
INVESTMENT-O&M	1,070,000.00		1,066,857.16	
INVESTMENT-O&M	1,047,396.35		1,044,852.23	
INVESTMENT-O&M	1,072,636.39		1,069,084.84	
INVESTMENT-DEPRECIATION	527,140.35		525,415.07	
INVESTMENT-O&M	1,101,414.47		.00	
INVESTMENT-O&M	524,231.35		522,465.64	
INVESTMENT-O&M	700,000.00		.00	
TOTAL INVESTMENTS		14,538,498.75		12,703,032.19
** ACCOUNTS RECEIVABLE **				
ACCTS REC-CUSTOMERS	1,554,488.27		1,496,852.04	
ACCTS REC-OTHER	74,044.37		86,421.08	
ACCTS REC-UNBILLED REVENUE	615,000.00		590,000.00	
ALLOWANCE FOR BAD DEBTS	134,000.00CR		130,800.00CR	
TOTAL ACCOUNTS RECEIVABLE		2,109,532.64		2,042,473.12
** OTHER CURRENT ASSETS **				
ACCRUED INTEREST	5,326.81		6,020.64	
PREPAID PROFESSIONAL FEES	4,033.36		3,833.36	
PREPAID-WORKMANS COMP	29,406.95		27,096.44	
PREPAID-INSURANCE	15,584.00		14,917.97	
PREPAID-MAINT CONTRACT	44,609.81		8,156.75	
TOTAL OTHER CURRENT ASSETS		98,960.93		60,025.16

	2/28/22		2/28/21	
** RESTRICTED FUNDS **				
CHECKING-METER DEPOSITS	411,506.81		399,445.64	
REGIONS BANK - DEBT - 2012	170,405.87		164,698.58	
REGIONS BANK - DEBT - 2016	141,306.09		129,310.25	
TOTAL RESTRICTED FUNDS		723,218.77		693,454.47
** INVENTORY **				
INVENTORY	462,214.06		343,734.40	
TOTAL INVENTORY		462,214.06		343,734.40
** PROPERTY PLANT & EQUIPMENT **				
OFFICE EQUIPMENT	488,864.04		749,885.00	
VEHICLES	624,876.79		566,864.93	
SHOP EQUIPMENT & TOOLS	49,801.30		49,801.30	
FIELD EQUIPMENT	829,864.79		763,491.05	
COMMUNICATION EQUIPMENT	32,401.94		29,126.57	
PUMPING EQUIPMENT	90,978.84		67,014.59	
WATER METERS	3,584,394.77		3,359,874.83	
WATER SERVICES	1,378,630.38		1,378,630.38	
WATER TOWERS	12,095,259.25		12,093,909.25	
MAIN LINE	55,634,357.28		53,253,581.87	
STRUCTURES & PARKING LOT	1,744,205.15		1,744,205.15	
LAND	273,619.89		273,619.89	
EASEMENTS	460,360.70		459,360.70	
CONTRIBUTED MAIN LINE	54,414,815.14		50,722,385.62	
CONSTRUCTION IN PROGRESS	3,553,788.28		2,809,472.56	
ACCM DEPR-OFFICE EQUIPMENT	368,178.35CR		617,816.58CR	
ACCM DEPR-VEHICLES	435,629.91CR		434,700.48CR	
ACCM DEPR-SHOP EQUIP/TOOLS	49,454.82CR		48,908.10CR	
ACCM DEPR-FIELD EQUIPMENT	571,874.67CR		559,592.56CR	
ACCM DEPR-COMMUNICATION EQUIPME	21,527.17CR		18,832.21CR	
ACCM DEPR-PUMPING EQUIP	50,554.27CR		44,435.47CR	
ACCM DEPR-WATER METERS	897,522.05CR		793,843.23CR	
ACCM DEPR-WATER SERVICE	1,323,507.83CR		1,310,334.81CR	
ACCM DEPR-WATER TOWERS	5,019,951.01CR		4,775,493.55CR	
ACCM DEPR-MAINLINE	19,495,201.45CR		18,247,816.75CR	
ACCM DEPR-STRUCTURE/PARK	1,222,979.69CR		1,160,425.05CR	
ACCM DEPR-CONTRIBUTED MAIN LINE	11,671,422.37CR		10,665,812.43CR	
TOTAL PROPERTY PLANT & EQUIPMENT		94,128,414.95		89,643,212.47
** INTANGIBLE ASSETS **				
SOFTWARE HOSTING ARRANGEMENTS	156,300.00		90,000.00	
ACCM AMORT-SOFTWARE HOSTING ARR	56,340.00CR		17,500.00CR	
TOTAL INTANGIBLE ASSETS		99,960.00		72,500.00
** DEFERRED OUTFLOWS/PENSION ASSETS **				
DEFERRED OUTFLOWS/PENSIONS	556,560.06		398,255.16	
TOTAL DEFERRED OUTFLOWS/PENSION ASSETS		556,560.06		398,255.16
TOTAL ASSETS AND DEFERRED OUTFLOWS		119,341,237.46		112,413,663.39

	2/28/22		2/28/21	
** LIABILITIES AND DEFERRED INFLOWS **				
** ACCOUNTS PAYABLE **				
ACCOUNTS PAYABLE-TRADE	483,083.31		681,902.19	
ACCOUNTS PAYABLE-ORION WASTE SO	887,017.61		847,794.97	
ACCOUNTS PAYABLE-SEWER	936,575.78		43,946.82	
CONTRACTOR CASH BONDS PAYABLE	15,000.00		15,000.00	
ACCOUNTS PAYABLE-H20 PROGRAM	480.00		626.00	
FEDERAL INC TAX WITHHELD	722.45DR		.00	
FICA W/HELD	1,675.30DR		.00	
SALES/USE TAX PAYABLE	61,522.04		55,447.41	
MISC PAYROLL DEDUCTIONS	123.12DR		159.81DR	
DENTAL & SUPPLEMENTAL INS WITHH	50.00DR		335.42DR	
TOTAL ACCOUNTS PAYABLE		2,381,107.87		1,644,222.16
** ACCRUED LIABILITIES **				
WAGES PAYABLE	70,296.74		58,966.46	
ACCRUED VAC/SICK LEAVE	299,026.13		260,845.25	
SOFTWARE HOSTING ARRANGEMENT-AZ	40,000.00		70,000.00	
SOFTWARE HOSTING ARRANGEMENT-TY	66,300.00		.00	
2012 BOND PREMIUM	18,335.42		20,727.14	
2016 BOND PREMIUM	392,670.88		420,388.84	
2012/2004 DEF. REFUNDING COSTS	371,284.67DR		419,713.31DR	
2016/2006 DEF. REFUNDING COSTS	102,893.25DR		110,156.37DR	
2016 PREPAID BOND INSURANCE	11,796.94DR		12,629.74DR	
LONG-TERM BONDS - 2012	6,195,000.00		6,650,000.00	
LONG-TERM BONDS - 2016	11,950,000.00		12,315,000.00	
TOTAL ACCRUED LIABILITIES		18,545,654.31		19,253,428.27
** OTHER LIABILITIES **				
METER DEPOSITS	1,313,134.00		1,258,662.00	
ACCESS/IMPACT FEES-SIMMONS	75,050.00		253,600.00	
TOTAL OTHER LIABILITIES		1,388,184.00		1,512,262.00
** DEFERRED INFLOWS/PENSION LIABILITIES **				
NET PENSION LIABILITY	1,952,891.83		1,561,070.56	
DEFERRED INFLOWS/PENSIONS	63,473.59		116,301.98	
TOTAL DEFERRED INFLOWS/PENSION LIABILITI		2,016,365.42		1,677,372.54
TOTAL LIABILITIES AND DEFERRED INFLOWS		24,331,311.60		24,087,284.97
** FUND EQUITY **				
FUND EQUITY		92,442,525.22		85,989,673.64
TOTAL REVENUES		10,955,143.95		10,076,898.19
TOTAL EXPENDITURES		8,387,743.31DR		7,740,193.41DR
TOTAL FUND EQUITY		95,009,925.86		88,326,378.42
TOTAL LIAB, DEF INFLOWS AND FUND EQUITY		119,341,237.46		112,413,663.39

ROGERS WATER UTILITIES
CONDENSED PROFIT AND LOSS STATEMENT
FOR MONTH ENDING: 2/28/22 (66.67% OF YEAR)
GL3050
WATER DEPARTMENT

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
REVENUES	1,090,475.31	10,955,143.95	10,076,898.19	10,146,668.00
GENERAL EXPENSES	673,599.21	6,331,695.23	6,005,435.87	6,301,361.00
ENGINEERING EXPENSES	19,911.35	197,248.57	184,853.14	223,668.00
FIELD EXPENSES	151,414.52	1,118,397.38	953,056.36	1,088,256.00
OFFICE EXPENSES	76,304.24	640,030.06	516,307.75	657,119.00
METER READING/MAINT.	12,991.21	100,372.07	80,540.29	92,933.00
TOTAL EXPENDITURES	934,220.53	8,387,743.31	7,740,193.41	8,363,337.00
EXCESS REVENUES (EXPENDITURES) BEFORE APERS PENSION ADJ	156,254.78	2,567,400.64	2,336,704.78	1,783,331.00
APERS PENSION ADJ.	.00	.00	.00	.00
EXCESS REVENUES (EXPENDITURES)	156,254.78	2,567,400.64	2,336,704.78	1,783,331.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** REVENUES **				
RESIDENTIAL WATER	537,201.29	5,698,407.31	5,131,712.07	5,533,333.00
COMMERCIAL WATER	266,299.96	2,726,276.10	2,317,983.27	2,420,000.00
INDUSTRIAL WATER	106,671.80	997,696.88	830,803.65	900,000.00
HYDRANTS	1,195.00	9,530.00	9,290.00	9,000.00
FIRE LINES	10,300.00	81,800.00	78,660.00	76,667.00
AR DEPT OF HEALTH FEE	11,666.40	93,137.20	91,314.80	96,667.00
MISC. WATER SALES	4,319.66	35,455.61	40,378.00	38,000.00
SERVICE CHG. INCOME	30,924.00	322,582.16	335,410.23	333,333.00
LABOR SALES	3,970.72	54,120.40	21,810.08	23,333.00
MACHINE TIME SALES	2,755.00	16,785.30	8,880.78	9,000.00
LARGE TAP FEES	1,450.00	13,125.00	8,450.00	8,000.00
PENALTY	8,803.14	75,371.78	76,947.60	76,667.00
HYDRANT METER RENTALS	5,824.00	39,739.00	44,618.00	44,667.00
INTEREST INCOME-INVESTMNTS	2,259.20	23,342.68	68,077.06	13,333.00
INTEREST INCOME-BANK ACCTS	649.06	7,001.84	20,153.42	3,267.00
INTEREST INCOME-BOND FUNDS	6.50	88.71	65.80	67.00
SALE OF ASSETS	11,886.25	11,886.25	345.12DR	.00
RENT INCOME	3,417.33	27,338.68	19,570.51	27,333.00
NEW CUSTOMER FEES	3,950.00	47,340.00	47,500.00	46,667.00
ACCESS FEES	15,600.00	206,700.00	341,400.00	166,667.00
IMPACT FEES	55,500.00	411,000.00	528,400.00	266,667.00
INLAND BILLING REVENUE	5,413.50	43,207.25	42,407.00	42,000.00
MISCELLANEOUS INCOME	412.50	13,211.80	13,411.04	12,000.00
TOTAL REVENUES	1,090,475.31	10,955,143.95	10,076,898.19	10,146,668.00
** EXPENDITURES **				
** GENERAL EXPENSES **				
WATER PURCHASES	331,579.83	3,598,724.34	3,495,032.16	3,536,667.00
INSURANCE	1,441.33	10,731.57	7,439.83	16,667.00
ACCOUNTING/LEGAL EXPENSE	1,008.33	8,586.92	8,206.85	13,333.00
ATTORNEY RETAINER FEES	1,580.00	20,581.48	24,576.79	26,667.00
SECURITY ALARM FEES	10.95	87.60	87.60	1,167.00
ARKANSAS PUBLIC WATER FEE	11,545.60	92,364.80	90,473.62	96,667.00
DEPRECIATION	245,500.00	1,964,000.00	1,811,346.64	1,964,000.00
EQUIP. MAINT. FEES	298.55	2,188.40	1,764.95	2,333.00
SOFTWARE MAINTENANCE FEES	9,894.87	74,178.55	22,110.62	66,667.00
AMORTIZATION OF SOFTWARE HO	2,500.00	20,000.00	17,500.00	20,000.00
AMORTIZATION OF SOFTWARE HO	1,105.00	8,840.00	.00	.00
2016 BOND INTEREST	34,445.32	280,429.20	288,795.84	280,429.00
AMORTIZATION-2016 BONDS	2,309.83CR	18,478.64CR	18,478.64CR	18,479.00CR
TRUSTEE FEES	.00	4,000.00	4,000.00	4,533.00
2012 BOND INTEREST	16,748.44	137,779.19	144,945.81	137,779.00
2012 BOND REFUNDING COSTS	4,035.72	32,285.76	32,285.76	32,286.00
AMORTIZATION-2012 BONDS	199.31CR	1,594.48CR	1,594.48CR	1,595.00CR
2016 BOND REFUNDING COSTS	605.26	4,842.08	4,842.08	4,842.00
2016 BOND INSURANCE	69.40	555.20	555.20	555.00
UTILITIES	3,458.80	18,879.82	17,486.64	20,000.00
NEWSPAPER, RADIO, PUBLICATI	.00	94.50	221.27	333.00
BAD DEBTS	2,807.25	24,312.60	11,504.10	16,667.00
TRAVEL AND ENT EXPENSE	.00	.00	.00	1,333.00
TRAINING EXPENSE	.00	884.05	3,009.10	16,667.00
JANITORIAL EXPENSE	1,604.71	11,185.29	12,674.11	16,667.00
MISCELLANEOUS	5,868.99	36,237.00	26,650.02	41,843.00
BEAVER WATERSHED ALLIANCE	.00	.00	.00	3,333.00
TOTAL GENERAL EXPENSES	673,599.21	6,331,695.23	6,005,435.87	6,301,361.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** ENGINEERING EXPENSES **				
SALARIES ENGINEERING	21,657.38	224,490.31	204,565.96	228,667.00
TRANSFER ADMIN COSTS/SEWER	4,200.00CR	42,600.00CR	21,400.00CR	33,333.00CR
CONTRACT SALARY	1,325.94	3,632.81	.00	.00
CAPITALIZED COSTS	12,722.64CR	111,746.39CR	123,847.50CR	126,667.00CR
PERS-ENGINEERING	3,307.26	30,263.65	30,885.34	34,031.00
HEALTH INSURANCE	4,086.77	36,655.10	42,462.81	44,000.00
LIFE INSURANCE	96.34	859.88	871.26	1,040.00
UNEMPLOYMENT CHARGES	.00	.00	.00	.00
FICA	1,590.85	16,300.80	15,138.28	17,493.00
DISABILITY INSURANCE	28.63	258.86	270.86	320.00
WORKMANS COMPENSATION	533.86	4,697.06	3,399.60	5,500.00
DEPRECIATION	2,160.00	17,280.00	17,280.00	17,333.00
VEHICLE EXPENSE	369.84	3,463.41	2,541.99	2,667.00
SUPPLIES	.00	1,512.49	672.98	2,333.00
OUTSIDE SERVICES	847.31	4,267.18	2,390.23	2,667.00
MISCELLANEOUS	.00	150.00	182.85	500.00
SOFTWARE MAINTENANCE	723.63	5,826.27	6,817.02	6,000.00
TRAVEL EXPENSE	.00	108.10	.00	2,000.00
TRAINING EXPENSE	.00	137.50	.00	16,667.00
INSURANCE-BLDGS & IMPROVEME	19.95	169.70	121.12	167.00
INSURANCE-VEHICLES	34.23	273.84	273.84	283.00
BONUSES	.00	.00	.00	.00
ASSOCIATION DUES & EXPENSE	52.00	1,248.00	2,226.50	2,000.00
TOTAL ENGINEERING EXPENSES	19,911.35	197,248.57	184,853.14	223,668.00
** FIELD EXPENSES **				
FIELD SALARIES	53,447.46	432,460.58	395,171.34	450,000.00
BONUSES	.00	.00	.00	.00
CONTRACT SALARY	.00	.00	.00	.00
CAPITALIZED COSTS	315.00CR	6,645.00CR	3,855.00CR	4,000.00CR
PERS-FIELD	8,335.77	63,869.79	58,375.84	68,531.00
HEALTH INSURANCE	12,167.93	92,876.04	93,935.10	110,000.00
LIFE INSURANCE	308.27	2,058.68	1,849.24	2,600.00
DISABILITY INSURANCE	91.63	636.38	575.02	800.00
UNEMPLOYMENT CHARGES	.00	.00	.00	.00
FICA	3,952.68	30,528.22	28,145.01	34,425.00
UNIFORMS	826.12	6,923.69	5,353.44	6,333.00
WORKMANS COMPENSATION	2,220.45	15,986.10	10,925.32	17,333.00
DEPRECIATION	8,330.00	66,640.00	66,640.00	66,667.00
TRAINING EXPENSE	.00	.00	.00	.00
SAFETY EQUIPMENT	94.30	4,467.39	2,177.82	3,667.00
OFFICE SUPPLIES	379.82	3,474.51	1,657.61	1,667.00
FIELD REPAIR AND MAINT.	37,108.53	241,679.82	145,024.36	166,667.00
INS.-VEHICLES & BLDGS.	1,270.03	10,396.78	9,329.75	10,900.00
BACKHOE	.00	.00	291.16	2,000.00
WATER TOWER MAINT	72.82	11,402.50	9,766.51	14,667.00
SCADA HAND TOOLS	.00	247.44	108.35	333.00
UTILITIES	5,974.40	36,060.24	30,338.29	40,000.00
VEHICLE MAINT.	2,975.50	22,545.26	9,225.90	12,000.00
EQUIPMENT MAINT.	560.57	5,141.35	9,363.22	12,000.00
SUPPLIES, HAND TOOLS	1,926.01	24,422.35	8,574.34	13,333.00
GAS AND OIL	3,693.69	27,971.76	16,690.59	20,000.00
GENERATOR MAINTENANCE	.00	1,933.97	4,242.54	4,000.00
BUILDING MAINT.	365.91	4,738.53	10,207.25	10,667.00
OUTSIDE SERVICES	512.41	5,095.59	3,784.09	4,000.00
MISCELLANEOUS	180.00	459.43	613.31	667.00
TRAVEL AND TRAINING	103.01	4,860.69	390.00	13,333.00
DUES, SUBSCR, LICENSE	.00	732.15	102.00	2,333.00
CUSTOMER DAMAGE PAYMENTS	6,832.21	7,433.14	34,053.96	3,333.00
TOTAL FIELD EXPENSES	151,414.52	1,118,397.38	953,056.36	1,088,256.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** OFFICE EXPENSES **				
OFFICE SALARIES	45,486.58	391,433.56	318,691.25	386,667.00
TRANSFER ADMIN COSTS/SEWER	625.00	4,000.00CR	11,400.00CR	5,000.00
CONTRACT SALARY	.00	.00	995.63	.00
CAPITALIZED COSTS IT	.00	.00	12,677.50CR	13,333.00CR
TRAINING EXPENSE	.00	536.16	1,300.00	16,667.00
COMPUTER EXPENSE	336.74	3,836.62	3,363.85	8,667.00
POSTAGE/MAILING	10,654.62	87,820.10	78,265.83	83,333.00
OFFICE SUPPLIES	323.10	10,033.50	6,527.38	7,000.00
CASH LONG/SHORT	54.50CR	96.46CR	78.62CR	.00
OUTSIDE SERVICES	205.16	1,531.92	633.10	1,000.00
ASSOC. DUES & EXPENSES	.00	468.15	989.65	1,333.00
PUBLIC RELATIONS	1,002.18	2,938.81	1,017.67	2,000.00
TRAVEL EXPENSE	.00	559.78	.00	1,667.00
OFFICE MACHINE REPAIR	.00	.00	280.83	667.00
MISCELLANEOUS	31.13	379.30	251.56	1,667.00
ARKANSAS ONE CALL	626.65	5,925.19	5,336.19	5,667.00
PERS-OFFICE	6,950.71	57,066.83	47,737.05	58,523.00
HEALTH INSURANCE	6,563.04	52,035.90	50,672.84	58,667.00
LIFE INSURANCE	154.14	1,308.73	1,016.48	1,387.00
DISABILITY INSURANCE	45.81	376.80	316.01	427.00
FICA	3,296.39	27,416.45	22,673.82	29,580.00
UNEMPLOYMENT CHARGES	.00	.00	.00	.00
UNIFORMS	.00	.00	.00	.00
WORKMANS COMPENSATION	57.49	458.72	330.70	533.00
MISCELLANEOUS	.00	.00	64.03	.00
BONUS EXPENSE	.00	.00	.00	.00
TOTAL OFFICE EXPENSES	76,304.24	640,030.06	516,307.75	657,119.00
** METER READING/MAINT. **				
SALARIES	8,507.38	67,915.92	56,071.39	60,000.00
TRANSFER MR COSTS/SEWER	925.00CR	13,400.00CR	7,650.00CR	7,333.00CR
CAPITALIZED COSTS	.00	.00	5,837.50CR	5,000.00CR
HEALTH INSURANCE	1,634.72	14,483.68	12,733.80	14,667.00
LIFE INSURANCE	38.53	299.25	290.41	347.00
DISABILITY INSURANCE	11.45	90.04	90.28	107.00
FICA	610.90	4,931.48	4,114.01	4,590.00
WORKMANS COMPENSATION	128.90	997.36	752.26	1,100.00
UNIFORMS	414.92	1,311.69	578.44	667.00
PERS-METER READING	1,241.53	9,917.86	8,325.54	8,988.00
TRAINING EXPENSE	.00	.00	.00	1,333.00
INSURANCE-VEHICLES	15.67	125.36	125.36	133.00
DEPRECIATION	830.00	6,640.00	6,640.00	6,667.00
MAINTENANCE AND FUEL	482.21	6,919.77	4,057.74	6,000.00
METER HAND TOOLS	.00	139.66	248.56	667.00
TOTAL METER READING/MAINT.	12,991.21	100,372.07	80,540.29	92,933.00
TOTAL EXPENDITURES	934,220.53	8,387,743.31	7,740,193.41	8,363,337.00
EXCESS REVENUES (EXPENDITURES) BEFORE APERS PENSION ADJ	156,254.78	2,567,400.64	2,336,704.78	1,783,331.00
APERS PENSION ADJ.	.00	.00	.00	.00
EXCESS REVENUES (EXPENDITURES)	156,254.78	2,567,400.64	2,336,704.78	1,783,331.00

ROGERS WATER UTILITIES
CONDENSED COMPARATIVE BALANCE SHEETS
AS OF: 2/28/22
SEWER DEPARTMENT

	2/28/22	2/28/21
** ASSETS AND DEFERRED OUTFLOWS **		
CASH-DEMAND DEPOSITS	5,141,353.84	7,614,001.23
INVESTMENTS	16,039,571.05	12,743,571.69
ACCOUNTS RECEIVABLE	1,781,301.24	1,660,179.15
OTHER CURRENT ASSETS	133,228.19	92,171.52
INVENTORY	74,953.85	80,949.03
RESTRICTED FUNDS	400,484.23	389,653.42
PROPERTY PLANT & EQUIPMENT	118,307,861.25	114,645,915.28
INTANGIBLE ASSETS	99,960.00	72,500.00
DEFERRED OUTFLOWS/PENSION ASSETS	863,876.37	621,790.76
TOTAL ASSETS AND DEFERRED OUTFLOWS	142,842,590.02	137,920,732.08
** LIABILITIES AND DEFERRED INFLOWS **		
ACCOUNTS PAYABLE	691,653.04DR	260,665.69
ACCRUED LIABILITIES	9,757,652.25	10,969,325.51
OTHER LIABILITIES	130,740.00	475,190.00
DEFERRED INFLOWS/PENSION LIABILITI	3,221,949.53	2,689,952.42
TOTAL LIABILITIES AND DEFERRED INFLOWS	12,418,688.74	14,395,133.62
** FUND EQUITY **		
FUND EQUITY	127,090,139.33	119,697,611.83
TOTAL REVENUES	11,213,425.12	10,703,143.93
TOTAL EXPENDITURES	7,879,663.17DR	6,875,157.30DR
APERS PENSION ADJ.	.00	.00
TOTAL FUND EQUITY	130,423,901.28	123,525,598.46
TOTAL LIAB, DEF INFLOWS AND FUND EQUITY	142,842,590.02	137,920,732.08

	2/28/22		2/28/21	
** ASSETS AND DEFERRED OUTFLOWS **				
** CASH-DEMAND DEPOSITS **				
PETTY CASH	150.00		150.00	
SAVINGS-DEPR MONEY FUND	92,911.87		802,397.41	
SAVINGS-O & M MONEY FUND	3,265,803.50		4,412,246.35	
ACCESS/IMPACT FEES-SIMMONS	1,782,488.47		2,399,207.47	
TOTAL CASH-DEMAND DEPOSITS		5,141,353.84		7,614,001.23
** INVESTMENTS **				
INVESTMENT-O&M	1,115,602.58		1,107,847.46	
INVESTMENT-O&M	651,541.37		648,957.50	
INVESTMENT-O&M	1,510,667.71		1,506,998.35	
INVESTMENT-O&M	1,070,000.00		1,066,857.15	
INVESTMENT-O&M	531,574.08		529,654.72	
INVESTMENT-O&M	1,032,289.61		1,029,782.23	
INVESTMENT-O&M	1,076,044.80		1,071,651.48	
INVESTMENT-O&M	538,755.01		537,311.13	
INVESTMENT-O&M	532,131.42		530,379.64	
INVESTMENT-O&M	1,059,179.67		1,055,355.29	
INVESTMENT-O&M	1,057,824.59		1,055,019.85	
INVESTMENT-O&M	1,501,928.81		.00	
INVESTMENT-O&M	1,029,973.69		1,026,504.54	
INVESTMENT-O&M	553,776.06		552,375.90	
INVESTMENT-O&M	1,027,289.76		1,024,876.45	
INVESTMENT-O&M	900,991.89		.00	
INVESTMENT-O&M	850,000.00		.00	
TOTAL INVESTMENTS		16,039,571.05		12,743,571.69
** ACCOUNTS RECEIVABLE **				
ACCTS REC-CUSTOMERS	1,296,552.41		1,213,347.58	
ACCTS REC-OTHER	3,751.17CR		9,081.57	
ACCTS REC-UNBILLED REVENUE	650,000.00		600,000.00	
ALLOWANCE FOR BAD DEBTS	161,500.00CR		162,250.00CR	
TOTAL ACCOUNTS RECEIVABLE		1,781,301.24		1,660,179.15
** OTHER CURRENT ASSETS **				
ACCRUED INTEREST	6,300.47		9,000.00	
PREPAID PROFESSIONAL FEES	4,033.36		3,833.36	
PREPAID-WORKMANS COMP	39,588.87		40,546.06	
PREPAID-INSURANCE	25,023.01		25,097.67	
PREPAID-MAINT CONTRACT	58,282.48		13,694.43	
TOTAL OTHER CURRENT ASSETS		133,228.19		92,171.52

	2/28/22		2/28/21	
** INVENTORY **				
INVENTORY	74,953.85		80,949.03	
TOTAL INVENTORY		74,953.85		80,949.03
** RESTRICTED FUNDS **				
REGIONS BANK - DEBT - 2016	400,484.23		389,653.42	
TOTAL RESTRICTED FUNDS		400,484.23		389,653.42
** PROPERTY PLANT & EQUIPMENT **				
OFFICE EQUIPMENT	487,396.80		741,242.94	
VEHICLES	1,386,205.95		1,412,851.20	
SHOP EQUIPMENT & TOOLS	57,905.34		57,905.34	
FIELD EQUIPMENT	1,378,412.30		1,208,275.85	
COMMUNICATION EQUIPMENT	59,508.33		56,492.93	
WATER METERS	3,542,203.98		3,322,424.14	
EASEMENTS	1,141,899.28		1,141,899.28	
STRUCTURES & PARKING LOT	2,112,485.40		2,112,485.40	
LAND	663,254.36		663,254.36	
SEWER SYSTEM	45,408,732.86		44,930,640.54	
BUILDING 2ND AND PECAN	11,186.38		11,186.38	
POLLUTION CONTROL FAC.	65,596,812.27		56,494,246.76	
SEWER REHAB.	6,331,818.41		6,269,561.78	
CONTRIBUTED SEWER SYSTEM	47,657,408.31		45,284,514.39	
CONSTRUCTION IN PROGRESS	6,387,832.97		10,611,236.45	
ACCM DEPR-OFFICE EQUIPMENT	419,639.06CR		632,880.62CR	
ACCM DEPR-VEHICLES	1,098,134.28CR		1,056,819.51CR	
ACCM DEPR-SHOP EQUIP/TOOLS	53,721.88CR		51,770.20CR	
ACCM DEPR-FIELD EQUIPMENT	1,038,282.24CR		1,017,868.57CR	
ACCM DEPR-COMMUNICATION EQUIPME	53,293.53CR		50,572.95CR	
ACCM DEPR-WATER METERS	875,942.37CR		790,133.35CR	
ACCM DEPR-STRUCTURE/PARK	1,306,367.35CR		1,220,425.15CR	
ACCM DEPR-SEWER SYSTEM	18,840,629.62CR		17,905,595.51CR	
ACCM DEPR-BLDG 2ND PECAN	10,812.36CR		10,439.52CR	
ACCM DEPR-POLL. CONTROL	28,192,719.04CR		26,013,399.50CR	
ACCM DEPR-SEWER REHAB	1,169,118.29CR		1,040,770.05CR	
ACCM DEPR-CONTRIBUTED SEWER SYS	10,856,541.67CR		9,881,627.53CR	
TOTAL PROPERTY PLANT & EQUIPMENT		118,307,861.25		114,645,915.28
** INTANGIBLE ASSETS **				
SOFTWARE HOSTING ARRANGEMENTS	156,300.00		90,000.00	
ACCM AMORT-SOFTWARE HOSTING ARR	56,340.00CR		17,500.00CR	
TOTAL INTANGIBLE ASSETS		99,960.00		72,500.00
** DEFERRED OUTFLOWS/PENSION ASSETS **				
DEFERRED OUTFLOWS/PENSION	863,876.37		621,790.76	
TOTAL DEFERRED OUTFLOWS/PENSION ASSETS		863,876.37		621,790.76
TOTAL ASSETS AND DEFERRED OUTFLOWS		142,842,590.02		137,920,732.08

	2/28/22		2/28/21	
** LIABILITIES AND DEFERRED INFLOWS **				
** ACCOUNTS PAYABLE **				
ACCOUNTS PAYABLE-TRADE	247,423.18		304,562.34	
ACCOUNT PAYABLE-WATER	936,575.78DR		43,946.82DR	
FEDERAL INC TAX WITHHELD	584.97DR		.00	
FICA W/HELD	1,401.44DR		.00	
MISC PAYROLL DEDUCTIONS	128.27DR		343.53	
DENTAL & SUPPLEMENTAL INS WITHH	385.76DR		293.36DR	
TOTAL ACCOUNTS PAYABLE		691,653.04DR		260,665.69
** ACCRUED LIABILITIES **				
WAGES PAYABLE	105,982.78		86,091.33	
ACCRUED VAC/SICK LEAVE	357,347.52		347,581.27	
SOFTWARE HOSTING ARRANGEMENT-AZ	40,000.00		70,000.00	
SOFTWARE HOSTING ARRANGEMENT-TY	66,300.00		.00	
2016 BOND PREMIUM	792,596.70		903,191.58	
2016/2007 DEF. REFUNDING GAIN	276,734.98		315,349.30	
2016 PREPAID BOND INSURANCE	11,309.73DR		12,887.97DR	
LONG-TERM BONDS - 2016	8,130,000.00		9,260,000.00	
TOTAL ACCRUED LIABILITIES		9,757,652.25		10,969,325.51
** OTHER LIABILITIES **				
ACCESS/IMPACT FEES-SIMMONS	130,740.00		475,190.00	
TOTAL OTHER LIABILITIES		130,740.00		475,190.00
** DEFERRED INFLOWS/PENSION LIABILITIES **				
NET PENSION LIABILITY	3,120,525.12		2,503,442.40	
DEFERRED INFLOWS/PENSION	101,424.41		186,510.02	
TOTAL DEFERRED INFLOWS/PENSION LIABILITI		3,221,949.53		2,689,952.42
TOTAL LIABILITIES AND DEFERRED INFLOWS		12,418,688.74		14,395,133.62
** FUND EQUITY **				
FUND EQUITY		127,090,139.33		119,697,611.83
TOTAL REVENUES		11,213,425.12		10,703,143.93
TOTAL EXPENDITURES		7,879,663.17DR		6,875,157.30DR
TOTAL FUND EQUITY		130,423,901.28		123,525,598.46
TOTAL LIAB, DEF INFLOWS AND FUND EQUITY		142,842,590.02		137,920,732.08

ROGERS WATER UTILITIES
CONDENSED PROFIT AND LOSS STATEMENT
FOR MONTH ENDING: 2/28/22 (66.67% OF YEAR)
SEWER DEPARTMENT

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
REVENUES	1,329,736.58	11,213,425.12	10,703,143.93	10,610,001.00
GENERAL EXPENSES	273,893.54	2,214,668.38	1,921,547.80	2,255,035.00
ENGINEERING EXPENSES	31,458.84	227,943.70	184,460.09	230,232.00
FIELD EXPENSES	150,172.18	1,025,894.74	950,411.19	1,093,324.00
OFFICE EXPENSES	77,329.85	650,860.48	544,655.50	671,410.00
METER READING/MAINT.	11,963.51	100,012.98	78,359.08	93,269.00
ADMINISTRATIVE EXPENSE	327,231.98	2,650,850.20	2,468,905.11	2,677,398.00
ENVIRONMENTAL SERVICES	616.22	20,271.72	22,395.01	43,001.00
OPERATIONS EXPENSE	60,757.91	429,579.86	325,182.68	382,000.00
MAINTENANCE EXPENSES	40,991.03	255,864.92	163,838.54	216,332.00
SMS DISPOSAL EXP	63,163.35	303,716.19	215,402.30	308,000.00
TOTAL EXPENDITURES	1,037,578.41	7,879,663.17	6,875,157.30	7,970,001.00
EXCESS REVENUES (EXPENDITURES) BEFORE APERS PENSION ADJ	292,158.17	3,333,761.95	3,827,986.63	2,640,000.00
APERS PENSION ADJ.	.00	.00	.00	.00
EXCESS REVENUES (EXPENDITURES)	292,158.17	3,333,761.95	3,827,986.63	2,640,000.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** REVENUES **				
RESIDENTIAL SEWER	752,847.61	6,240,710.35	5,601,531.34	6,260,000.00
COMMERCIAL SEWER	239,675.51	1,979,488.33	1,526,843.04	1,706,667.00
INDUSTRIAL SEWER	163,702.29	1,534,971.92	1,259,983.54	1,353,333.00
LABOR SALES	.00	3,860.24	3,792.06	3,667.00
MACHINE TIME SALES	.00	3,862.50	1,566.75	1,667.00
PENALTY	12,168.40	101,571.82	101,742.31	103,333.00
INTEREST INCOME-INVESTMNTS	3,214.54	26,078.25	67,132.12	16,600.00
INTEREST INCOME-BANK ACCTS	860.94	7,399.19	24,439.41	3,333.00
INTEREST INCOME-BOND FUNDS	6.25	101.40	111.54	67.00
SALE OF ASSETS	10,545.00	10,545.00	10,702.00	.00
RENT INCOME	600.00	4,800.00	4,800.00	4,800.00
NEW CUSTOMER FEES	4,140.00	51,801.00	52,565.00	53,333.00
ACCESS FEES	15,000.00	198,000.00	336,900.00	166,667.00
IMPACT FEES	111,600.00	931,000.00	1,431,400.00	856,667.00
INLAND BILLING REVENUE	5,413.50	43,207.25	42,407.00	42,000.00
MISCELLANEOUS INCOME	9,962.54	76,027.87	237,227.82	37,867.00
TOTAL REVENUES	1,329,736.58	11,213,425.12	10,703,143.93	10,610,001.00
** EXPENDITURES **				
** GENERAL EXPENSES **				
INSURANCE	822.82	6,070.51	3,553.11	10,667.00
ACCOUNTING/LEGAL EXPENSE	1,008.33	8,586.92	11,206.85	13,333.00
ACCTG/LEGAL NUTRIENT TRADIN	.00	.00	.00	.00
ATTORNEY RETAINER FEES	2,840.00	26,471.97	25,566.55	26,667.00
SECURITY ALARM FEES	10.95	87.60	87.60	1,167.00
CITY FRANCHISE FEES	41,323.51	342,039.57	296,909.34	332,200.00
DEPRECIATION	202,166.67	1,617,333.36	1,452,666.64	1,617,333.00
EQUIP. MAINT. FEES	298.55	2,188.40	1,764.95	2,333.00
SOFTWARE MAINTENANCE FEES	9,894.86	74,021.60	21,615.64	66,667.00
AMORTIZATION OF SOFTWARE HO	2,500.00	19,787.40	17,500.00	20,000.00
AMORTIZATION OF SOFTWARE HO	1,105.00	8,840.00	.00	.00
TRUSTEE FEES	.00	4,000.00	7,225.00	2,667.00
UTILITIES	3,423.55	18,771.09	17,372.60	20,000.00
NEWSPAPER, RADIO, PUBLICATI	.00	94.50	221.28	333.00
BAD DEBTS	3,017.35	29,088.01	21,975.73	33,333.00
TRAVEL AND ENT EXPENSE	.00	.00	.00	3,333.00
TRAINING EXPENSE	.00	884.05	1,984.60	16,667.00
JANITORIAL EXPENSE	1,604.71	11,187.23	13,598.52	16,667.00
MISCELLANEOUS	3,877.24	35,059.17	18,049.89	43,001.00
IWG/USGS	.00	10,157.00	10,249.50	27,000.00
STREAM ASSESSMENT	.00	.00	.00	1,667.00
TOTAL GENERAL EXPENSES	273,893.54	2,214,668.38	1,921,547.80	2,255,035.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** ENGINEERING EXPENSES **				
SALARIES ENGINEERING	22,492.80	196,282.61	182,145.87	194,000.00
TRANSFER ADMIN COSTS/WATER	4,200.00	42,600.00	21,400.00	33,333.00
CONTRACT SALARY	1,325.94	3,632.80	.00	.00
CAPITALIZED COSTS	7,410.14CR	104,003.89CR	108,308.75CR	113,333.00CR
PERS-ENGINEERING	3,445.92	28,489.52	27,390.23	29,210.00
HEALTH INSURANCE	2,452.07	17,910.27	21,665.08	22,000.00
LIFE INSURANCE	58.17	488.70	434.92	520.00
UNEMPLOYMENT CHARGES	.00	.00	.00	.00
FICA	1,637.64	13,701.73	13,307.29	14,841.00
DISABILITY INSURANCE	17.13	142.45	128.13	160.00
WORKMANS COMPENSATION	352.28	2,903.32	2,004.26	3,333.00
DEPRECIATION	2,160.00	17,280.00	17,280.00	17,333.00
VEHICLE EXPENSE	207.24	1,571.12	2,013.03	1,667.00
SUPPLIES	.00	1,130.29	672.95	2,333.00
OUTSIDE SERVICES	151.94	2,492.81	1,195.62	2,667.00
MISCELLANEOUS	.00	362.60	182.84	500.00
SOFTWARE MAINTENANCE	277.71	2,140.55	2,540.48	2,000.00
TRAVEL EXPENSE	.00	108.10	.00	2,000.00
TRAINING EXPENSE	.00	187.50	.00	16,667.00
INSURANCE-BLDGS & IMPROVEME	19.95	169.70	121.12	167.00
INSURANCE-VEHICLES	18.19	145.52	145.52	167.00
BONUSES	.00	.00	.00	.00
ASSOCIATION DUES & EXPENSE	52.00	208.00	141.50	667.00
TOTAL ENGINEERING EXPENSES	31,458.84	227,943.70	184,460.09	230,232.00
** FIELD EXPENSES **				
FIELD SALARIES	49,740.33	409,966.28	413,637.72	440,000.00
BONUSES	.00	.00	.00	.00
CONTRACT SALARY	.00	.00	.00	.00
CAPITALIZED COSTS	.00	2,400.00CR	3,810.00CR	4,000.00CR
PERS-FIELD	7,647.42	61,364.77	61,231.46	66,999.00
HEALTH INSURANCE	10,625.62	87,113.44	103,385.08	110,000.00
LIFE INSURANCE	290.86	2,305.84	2,278.09	2,600.00
DISABILITY INSURANCE	85.67	672.28	670.63	800.00
UNEMPLOYMENT CHARGES	.00	.00	298.90	.00
FICA	3,600.83	28,950.12	29,528.66	33,660.00
UNIFORMS	679.20	6,469.12	6,689.36	6,667.00
WORKMANS COMPENSATION	2,252.64	19,391.22	8,182.84	22,667.00
DEPRECIATION	16,600.00	132,800.00	132,800.00	133,333.00
SAFETY EQUIPMENT	1,019.58	4,941.75	1,559.02	3,333.00
OFFICE SUPPLIES	379.81	3,474.51	1,661.95	2,333.00
FIELD REPAIR AND MAINT.	3,810.99	31,086.12	11,443.57	53,333.00
CUES SOFTWARE	169.17	1,353.36	.00	1,433.00
INS.-VEHICLES & BLDGS.	1,301.30	10,102.84	8,524.69	10,833.00
CAMERA	2,046.86	19,869.40	11,543.81	10,000.00
FLUSHTRUCKS	376.23	13,700.91	25,926.23	26,667.00
BACKHOE	.00	.00	1,537.06	3,333.00
LIFT STATION MAINT	306.32	21,350.97	17,402.38	20,000.00
SCADA HAND TOOLS	.00	247.45	72.81	333.00
UTILITIES	5,570.73	47,929.78	42,592.18	42,667.00
UTIL-GRIND STA-SW ATALANTA	566.13	4,525.89	4,363.13	4,667.00
VEHICLE MAINT.	1,200.85	10,663.41	10,516.22	10,000.00
EQUIPMENT MAINT.	.00	4,411.53	2,693.88	6,667.00
SUPPLIES, HAND TOOLS	1,119.15	10,739.72	9,465.65	8,000.00
GAS AND OIL	3,373.55	29,315.68	19,146.81	21,333.00
GENERATOR MAINTENANCE	43.34	8,388.64	1,865.22	3,333.00
BUILDING MAINT.	365.92	4,633.58	10,077.63	10,667.00
OUTSIDE SERVICES	912.83	5,680.24	2,870.53	4,333.00
MISCELLANEOUS	21.89	280.56	2,109.27	1,667.00
TRAVEL AND TRAINING	.00	4,281.43	499.99	13,333.00
DUES, SUBSCR, LICENSE	.00	645.66	509.00	2,333.00
CUSTOMER DAMAGE PAYMENTS	36,064.96	41,638.24	9,137.42	20,000.00
TOTAL FIELD EXPENSES	150,172.18	1,025,894.74	950,411.19	1,093,324.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** OFFICE EXPENSES **				
OFFICE SALARIES	46,562.81	387,787.00	317,463.26	386,667.00
TRANSFER ADMIN COSTS/WATER	625.00CR	4,000.00	11,400.00	5,000.00CR
CONTRACT SALARY	.00	.00	995.63	.00
CAPITALIZED IT COSTS	.00	.00	5,915.00CR	4,000.00CR
TRAINING EXPENSE	.00	821.16	1,300.00	16,667.00
COMPUTER EXPENSE	336.73	3,814.74	3,363.77	8,667.00
POSTAGE/MAILING	10,654.63	87,805.11	76,576.26	83,333.00
OFFICE SUPPLIES	323.10	9,936.65	6,625.84	7,000.00
CASH LONG/SHORT	.00	.00	.00	.00
OUTSIDE SERVICES	205.16	1,531.92	678.10	1,000.00
ASSOC. DUES & EXPENSES	.00	508.15	989.65	1,000.00
PUBLIC RELATIONS	1,002.17	2,938.80	1,017.64	2,000.00
TRAVEL EXPENSE	.00	327.94	.00	1,667.00
OFFICE MACHINE REPAIR	.00	.00	280.84	667.00
MISCELLANEOUS	31.13	379.27	251.58	1,667.00
ARKANSAS ONE CALL	626.65	5,925.20	5,336.21	5,667.00
PERS-OFFICE	7,122.36	56,891.64	44,975.29	58,829.00
HEALTH INSURANCE	7,380.40	58,516.20	54,171.51	73,333.00
LIFE INSURANCE	193.90	1,443.63	1,140.87	1,733.00
DISABILITY INSURANCE	57.11	431.61	336.19	533.00
FICA	3,401.47	27,415.70	23,045.46	29,580.00
UNEMPLOYMENT CHARGES	.00	.00	307.78	.00
UNIFORMS	.00	.00	.00	.00
WORKMANS COMPENSATION	57.23	375.34	250.58	400.00
MISCELLANEOUS	.00	10.42	64.04	.00
BONUS EXPENSE	.00	.00	.00	.00
TOTAL OFFICE EXPENSES	77,329.85	650,860.48	544,655.50	671,410.00
** METER READING/MAINT. **				
SALARIES	5,691.90	46,286.36	37,613.11	46,667.00
TRANSFER MR COSTS/WATER	925.00	13,400.00	7,650.00	7,333.00
CAPITALIZED COSTS	140.00CR	1,020.00CR	2,325.00CR	4,667.00CR
HEALTH INSURANCE	1,634.71	10,620.16	12,046.62	14,667.00
LIFE INSURANCE	38.78	291.73	287.75	347.00
DISABILITY INSURANCE	11.42	84.81	79.35	107.00
FICA	427.92	3,329.43	2,692.65	3,570.00
WORKMANS COMPENSATION	94.53	773.82	638.56	900.00
UNIFORMS	414.92	1,286.53	726.21	1,000.00
PERS-METER READING	889.69	6,902.08	5,651.67	6,945.00
TRAINING EXPENSE	.00	.00	.00	1,333.00
INSURANCE-VEHICLES	47.54	380.32	380.32	400.00
DEPRECIATION	830.00	6,640.00	6,640.00	6,667.00
MAINTENANCE AND FUEL	1,097.10	10,965.27	6,243.35	7,333.00
METER HAND TOOLS	.00	72.47	34.49	667.00
TOTAL METER READING/MAINT.	11,963.51	100,012.98	78,359.08	93,269.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** ADMINISTRATIVE EXPENSE **				
CAPITALIZED COSTS	1,300.00CR	4,518.75CR	2,406.00CR	2,667.00CR
SALARIES AND WAGES	69,429.65	557,557.99	488,505.86	552,000.00
UNEMPLOYMENT CHARGES	.00	.00	.00	.00
INSURANCE-BLDGS & VEHICLES	2,823.16	22,842.36	18,625.37	24,667.00
UNIFORMS	535.84	3,910.16	4,862.76	5,000.00
PERSONNEL SAFETY EQUIP.	997.01	6,312.52	7,658.12	6,667.00
CONTRACT SALARY	.00	.00	.00	.00
OFFICE MACHINE MAINT.	.00	.00	.00	333.00
COMPUTER EXPENSE	1,437.37	11,759.31	11,971.63	12,000.00
MINOR EQUIPMENT	.00	54.71	.00	.00
PUBLIC RELATIONS	.00	.00	.00	667.00
TRAVEL AND TRAINING	.00	1,415.29	105.00	2,667.00
PUBLICATIONS AND DUES	.00	10,901.79	10,813.00	12,000.00
OFFICE SUPPLIES & POSTAGE	343.57	2,902.33	2,631.83	2,867.00
OUTSIDE SERVICES	350.00	5,225.01	4,865.02	6,667.00
MISCELLANEOUS	.00	23.21	.00	333.00
TELEPHONE EXPENSE	1,230.94	8,338.59	6,612.96	7,200.00
DEPRECIATION-WWTP	207,166.67	1,657,333.36	1,489,333.36	1,657,333.00
AMORTIZATION 2007/2010 BOND	.00	.00	16,448.15	.00
INTEREST EXPENSE	.00	.00	31,718.75	.00
2016 BOND INTEREST	27,100.00	231,866.68	257,883.30	231,867.00
AMORTIZATION 2016 BONDS	9,216.24CR	73,729.92CR	73,729.92CR	73,730.00CR
2016 BOND REFUNDING COSTS	3,217.86CR	25,742.88CR	25,742.88CR	25,743.00CR
BOND INSURANCE	131.52	1,052.16	1,052.16	1,052.00
PERS-RPCF	10,602.60	82,764.44	73,052.33	83,463.00
HEALTH INSURANCE	12,260.33	99,735.60	101,103.72	117,333.00
LIFE & DISABILITY INSURANCE	376.53	3,095.72	2,670.35	3,627.00
FICA	4,978.68	38,948.78	34,838.34	42,228.00
WORKMANS COMPENSATION	1,202.21	8,801.74	6,031.90	9,567.00
BONUS EXPENSE	.00	.00	.00	.00
TOTAL ADMINISTRATIVE EXPENSE	327,231.98	2,650,850.20	2,468,905.11	2,677,398.00
** ENVIRONMENTAL SERVICES **				
EQUIPMENT MAINT.	.00	.00	656.17	667.00
MINOR EQUIPMENT	.00	.00	1,326.90	2,333.00
TRAVEL & TRAINING	.00	80.00	139.00	6,000.00
LABORATORY SUPPLIES	.00	2,099.80	4,050.04	4,667.00
OUTSIDE SERVICES	.00	5,942.63	5,039.87	7,000.00
MISCELLANEOUS	.00	.00	.00	.00
CHEMICALS	.00	8,496.72	6,351.87	5,667.00
PLANT RESEARCH	616.22	3,652.57	4,831.16	16,667.00
TOTAL ENVIRONMENTAL SERVICES	616.22	20,271.72	22,395.01	43,001.00
** OPERATIONS EXPENSE **				
UTILITIES	48,291.23	360,033.79	280,226.11	313,333.00
EQUIPMENT MAINT.	.00	33.61	9,167.27	4,000.00
MINOR EQUIPMENT	2,224.68	12,468.94	518.00	8,000.00
TRAVEL & TRAINING	190.00	372.80	120.00	1,667.00
LABORATORY SUPPLIES	.00	415.28	284.66	1,333.00
OUTSIDE SERVICES	.00	3,140.13	3,125.00	6,667.00
MISCELLANEOUS	.00	18.02	84.30CR	.00
CHEMICALS	10,052.00	53,097.29	31,825.94	47,000.00
TOTAL OPERATIONS EXPENSE	60,757.91	429,579.86	325,182.68	382,000.00

	MONTH ACTUAL	Y-T-D ACTUAL	PRIOR Y-T-D	Y-T-D BUDGET
** MAINTENANCE EXPENSES **				
EQUIPMENT MAINT.	31,352.85	188,519.50	134,149.29	166,667.00
SUPPORT EQUIPMENT	.00	.00	3,096.29	2,000.00
TRAVEL & TRAINING	.00	1,950.00	154.00	333.00
MAINTENANCE SUPPLIES	703.92	4,895.83	4,136.12	3,333.00
OUTSIDE SERVICES	7,923.24	45,936.99	9,379.73	23,333.00
MISCELLANEOUS	.00	452.38	158.11	667.00
CLEANING SUPPLIES	.00	1,662.23	202.48	333.00
BLDGS. & GROUNDS MAINT.	909.07	7,853.63	9,377.29	13,333.00
EQUIPMENT RENTAL	101.95	1,159.78	1,149.99	3,000.00
VEHICLE EXPENSE	.00	3,434.58	2,035.24	3,333.00
TOTAL MAINTENANCE EXPENSES	40,991.03	255,864.92	163,838.54	216,332.00
** SMS DISPOSAL EXP **				
MINOR EQUIPMENT	.00	42.06	.00	.00
TRAVEL & TRAINING	.00	.00	.00	.00
SUPPLIES	.00	.00	.00	.00
OUTSIDE SERVICES	390.00	1,676.91	2,034.50	8,000.00
MISCELLANEOUS	.00	.00	.00	.00
CHEMICALS	.00	.00	.00	.00
SLUDGE DISPOSAL COSTS	62,773.35	301,997.22	219,944.30	300,000.00
SLUDGE DISPOSAL REVENUE	.00	.00	6,576.50CR	.00
WEED CONTROL	.00	.00	.00	.00
TOTAL SMS DISPOSAL EXP	63,163.35	303,716.19	215,402.30	308,000.00
TOTAL EXPENDITURES	1,037,578.41	7,879,663.17	6,875,157.30	7,970,001.00
EXCESS REVENUES (EXPENDITURES) BEFORE APERS PENSION ADJ	292,158.17	3,333,761.95	3,827,986.63	2,640,000.00
APERS PENSION ADJ.	.00	.00	.00	.00
EXCESS REVENUES (EXPENDITURES)	292,158.17	3,333,761.95	3,827,986.63	2,640,000.00

ROGERS WATER UTILITIES
CITY OF ROGERS WATER CONSUMPTION
FOR MONTH AND YEAR ENDING 2/28/22

METER LOCATION		MONTH CONSUMPTION	MONTH COST	12 MONTH CONSUMPTION	12 MONTH COST	SIZE
ROGERS STREET DEPT	721 S 2ND ST STREET DEPT	1,400	1.97	12,800	17.90	7
ROGERS STREET DEPT	415 S 1ST ST SIGN SHOP	0	.00	170,800	235.92	7
ROGERS MUSEUM	322 S 2ND ST MUSEUM	500	.71	551,600	768.01	1
ROGERS MUSEUM ANNEX	120 W POPLAR ST	0	.00	800	1.11	1
ROGERS MUSEUM EXHIBIT SHOP	311 S 3RD ST	400	.56	23,100	32.56	7
ROGERS MUSEUM	313 S 2ND ST NEW MTR	2,000	2.82	15,000	20.91	C
ROGERS PARKS CENTENNIAL PARK	100 S 1ST ST IRRIG	0	.00	5,600	7.89	7
ROGERS PARKS BIKE PARK	299 E CHERRY ST IRRIG	0	.00	5,000	6.99	C
ROGERS PARKS BIKE PARK	299 E CHERRY ST	12,000	16.92	219,000	305.61	C
ROGERS PARKS LAKE ATALANTA	800 E WALNUT ST	1,700	2.40	32,200	44.90	7
ROGERS PARKS LAKE ATALANTA IRR	803 E WALNUT ST IRRIG	0	.00	0	.00	C
ROGERS FIRE #1	201 N 1ST ST	12,000	16.92	148,000	206.40	C
ROGERS ACTIVITY CENTER	315 W OLIVE ST	15,000	21.15	229,000	319.08	C
ROGERS PARKS WATER FOUNTAIN	5603 BELLVIEW	0	.00	9,000	12.55	7
ROGERS PARKS 5TH & OLIVE SOCCE	315 W OLIVE IRRIG	0	.00	555,000	773.73	B
ROGERS PARKS N 6TH ST SOCCER	315 W OLIVE ST IRRIG	3,000	4.23	1,014,000	1,416.96	C
ROGERS PARKS LAKE ATALANTA	801 E WALNUT ST	2,100	2.96	57,100	79.56	1
ROGERS PARKS LAKE ATALANTA	908 E WALNUT ST	5,500	7.76	199,700	276.27	1
ROGERS FIRE #3	1 ETRIS DR	11,700	16.50	121,200	169.12	1
ROGERS AIRPORT	3 N AIRPORT DR IRRIG	0	.00	0	.00	7
ROGERS PARKS MAINT SHOP	947 N 13TH ST	29,000	40.89	1,808,000	2,511.12	C
ROGERS PARKS NW PARK	947 N 13TH ST	0	.00	400	.55	1
ROGERS FIRE #4	2424 W OLIVE ST	9,200	12.97	106,900	149.08	1
ROGERS PARKS OLIVE ST PARK	2422 W OLIVE ST	100	.14	15,000	20.95	1
ROGERS PARKS CAMBRIDGE	1304 N 37TH ST IRRIG	1,400	1.97	31,300	43.59	1
ROGERS PARKS FOXFIRE CLUBHOUSE	FOXFIRE CLUBHOUSE	600	.85	9,100	12.71	7
ROGERS PARKS WESTSIDE	2200 W OAK ST IRRIG	0	.00	0	.00	1
ROGERS ANIMAL SHELTER	2935 W OAK ST	15,800	22.28	275,200	384.03	7
ROGERS FIRE TRAINING CTR	3003 W OAK ST	2,800	3.95	74,100	102.95	7
ROGERS FIRE #5	2525 CHAMPIONS DR	13,900	19.60	342,100	476.37	1
ROGERS LIBRARY	711 S DIXIELAND RD	11,000	15.51	146,000	204.03	B
ROGERS LIBRARY	711 S DIXIELAND RD IRRIG	0	.00	37,900	52.57	1
ROGERS POLICE DEPT	1905 S DIXIELAND RD	73,000	102.93	1,522,000	2,127.42	C
ROGERS FIRE #2	1800 W NEW HOPE RD	13,000	18.33	162,000	225.99	B
ROGERS PARKS TOWER	S 11TH ST IRRIG	300	.42	8,000	11.17	7
ROGERS PARKS TOWER BATHROOMS	S 11TH ST	100	.14	25,600	35.57	1
ROGERS CEMETARY	510 S 10TH ST	0	.00	0	.00	7
ROGERS CEMETARY	510 S 10TH ST	500	.71	47,300	66.50	7
ROGERS CEMETARY	S 9TH ST AND W OAK	0	.00	0	.00	1
ROGERS PARKS MAPLE GROVE	805 S ARKANSAS ST	300	.42	20,600	28.56	1
ROGERS PARKS VETERANS MAINT	275 E VETERANS PKWY	7,100	10.02	97,600	136.27	7
ROGERS PARKS VETERANS	500 VETERANS PARKWAY	300	.42	320,600	444.75	1
CITY OF ROGERS	ELM & 1ST ST EAST IRRIG	0	.00	346,000	482.94	B
ROGERS PARKS MAPLE GROVE	805 S ARKANSAS IRRIG	0	.00	0	.00	B
ROGERS FIRE #6	5801 S BELLVIEW DR	5,800	8.18	130,900	182.33	1
ROGERS AIRPORT CONTROL TOWER	2 ETRIS DR	2,600	3.67	8,700	12.18	7
ROGERS PARKS SKATE PARK	315 W OLIVE	0	.00	3,999,000	5,527.71	C
ROGERS PARKS MAPLE GROVE	1206 MONTE NE RD IRRIG	0	.00	28,000	39.48	B
CITY OF ROGERS	301 W CHESTNUT ST	6,400	9.02	95,600	133.37	1
ROGERS CITY ADMIN	301 W CHESTNUT ST IRRIG	0	.00	285,000	398.52	1
ROGERS FIRE #7	3400 S 1ST ST	4,700	6.63	53,100	74.02	1
ROGERS ADULT WELLNESS CENTER	2001 W PERSIMMON	49,000	69.09	1,185,000	1,651.89	C

ROGERS WATER UTILITIES
CITY OF ROGERS WATER CONSUMPTION
FOR MONTH AND YEAR ENDING 2/28/22

METER LOCATION		MONTH CONSUMPTION	MONTH COST	12 MONTH CONSUMPTION	12 MONTH COST	SIZE
ROGERS STREET DEPT	W PAULINE WHITAKER W-IRR	0	.00	0	.00	1
ROGERS STREET DEPT	W PAULINE WHITAKER E-IRR	0	.00	0	.00	1
ROGERS STREET DEPT	1203 N 6TH ST	10,000	14.10	132,000	183.30	C
ROGERS STREET CITY OF ROGERS	WALNUT & 1ST ST IRRIG	0	.00	17,700	24.96	7
ROGERS STREET DEPT	W PAULINE WHITAKER M-IRR	0	.00	0	.00	1
ROGERS STREET DEPT	2300 N ARKANSAS	1,000	1.41	62,000	86.16	C
ROGERS PARKS VETERANS	475 VETERANS PARKWAY NORTH	0	.00	1,500	2.08	1
ROGERS PARKS VETERANS	480 VETERANS PARKWAY SOUTH	6,000	8.46	119,900	167.09	1/C
ROGERS RECYCLE CENTER	2300 N ARKANSAS	1,400	1.97	67,500	93.47	1
ROGERS STREET CITY OF ROGERS	ELM & 1ST ST WEST IRRIG	0	.00	88,700	123.58	7
ROGERS STREET DEPT	1203 N 6TH ST	30,000	42.30	416,400	580.60	1
ROGERS STREET DEPT	1203 N 6TH ST	4,200	5.92	48,700	67.82	1
ROGERS STREET DEPT	1203 N 6TH ST	3,000	4.23	125,400	175.12	1
ROGERS STREET CITY OF ROGERS	POPLAR & 2ND ST IRRIG	0	.00	151,000	210.10	7
ROGERS STREET CITY OF ROGERS	ELM & 2ND ST IRRIG	0	.00	193,400	269.38	7
ROGERS STREET CITY OF ROGERS	POPLAR & 1ST ST IRRIG	0	.00	0	.00	7
ROGERS STREET CITY OF ROGERS	WALNUT & 2ND ST IRRIG	0	.00	374,400	521.46	7
ROGERS PARKS HORSEBARN WLKG TR	423 HORSEBARN RD	6,500	9.17	62,000	86.51	7
ROGERS STREET CITY OF ROGERS	WALNUT & 2ND ST IRRIG II	0	.00	14,100	19.64	7
ROGERS STREET CITY OF ROGERS	111 W WALNUT IRRIG	0	.00	100	.14	7
ROGERS PARKS OSAGE SPRINGS FTN	S OSAGE SPRINGS DR FTN	0	.00	5,800	8.17	7
ROGERS STREET CITY OF ROGERS	WALNUT & 3RD ST IRRG (SE)	0	.00	137,600	191.62	7
ROGERS PARKS CITY OF ROGERS	113 N 4TH ST	1,300	1.83	339,600	471.85	1
ROGERS PARKS AQUATIC CENTER	1707 S 26TH ST POOL	0	.00	11,115,000	15,372.00	C
ROGERS PARKS CITY OF ROGERS	2150 N DIXIELAND IRRIG 2	0	.00	240,000	332.10	B
ROGERS PARKS CITY OF ROGERS	2150 N DIXIELAND IRRIG 1	0	.00	9,000	12.48	B
ROGERS PARKS AQUATIC CENTER	1707 S 26TH ST BLDG	1,000	1.41	6,720,000	9,319.53	C
ROGERS PARKS REGIONAL SPORTS	2150 N DIXIELAND CONCESSIONS	0	.00	47,000	65.43	C
ROGERS PARKS REGIONAL SPORTS	2150 N DIXIELAND MAINTENANCE	300	.42	5,000	6.94	7
ROGERS PARKS AQUATIC CENTER	1707 S 26TH ST IRRIG	0	.00	36,000	49.68	B
ROGERS MUSEUM ANNEX II	300 W POPLAR ST	5,200	7.33	12,800	17.93	1
ROGERS PARKS VETERANS	122 VETERANS PARKWAY IRRIG	0	.00	5,000	6.93	C
ROGERS PARKS MERCY TRAILHEAD	3500 S RIFE MEDICAL LN	1,700	2.40	42,500	59.22	1
ROGERS PARKS VETERANS	122 VETERANS PARKWAY	0	.00	49,000	68.70	B
ROGERS PARKS VETERANS IRRIG II	122 VETERANS PARKWAY IRRIG	0	.00	623,400	867.59	1
ROGERS AIRPORT CITY OF ROGERS	AIRPORT METER #3	2,000	2.82	32,300	44.98	7
ROGERS CITY ADMIN	2 EXECUTIVE HANGAR RD	0	.00	0	.00	7
ROGERS CITY ADMIN	4 EXECUTIVE HANGAR RD	0	.00	25,900	36.50	7
ROGERS CITY ADMIN	5 N EXECUTIVE HANGAR RD	0	.00	18,600	25.69	1
ROGERS POLICE DISPATCH CENTER	1903 S DIXIELAND RD	3,000	4.23	56,900	79.36	1
ROGERS POLICE DISPATCH CENTER	1903 S DIXIELAND RD IRRIG	0	.00	700	.99	1
ROGERS FIRE #8	7001 W PLEASANT GROVE RD	6,000	8.46	61,000	85.11	C
ROGERS STREET CITY OF ROGERS	WALNUT & 3RD ST IRRG (NE)	0	.00	95,200	132.59	7
CITY OF ROGERS	5803 S BELLVIEW DR	900	1.27	21,800	30.42	1
ROGERS PARKS RAILYARD IRRIG	101 E CHERRY ST	0	.00	0	.00	1
ROGERS PARKS RAILYARD	204 S ARKANSAS ST	1,000	1.41	239,400	334.21	1
ROGERS PARKS RAILYARD	202 S ARKANSAS ST	0	.00	2,095,200	2,915.53	7
ROGERS PARKS RAILYARD IRRIG	200 S ARKANSAS ST	0	.00	517,800	717.83	1
ROGERS STREET DEPT	PINNACLE HILLS & PARK IRR	0	.00	1,271,700	1,792.91	1
ROGERS MUSEUM IRRIG	313 S 2ND ST	0	.00	33,100	46.35	1
ROGERS STREET CITY OF ROGERS	CHERRY & 2ND IRRIG	0	.00	183,800	257.24	7
ROGERS STREET CITY OF ROGERS	CHERRY & 1ST IRRIG	0	.00	31,400	43.82	7

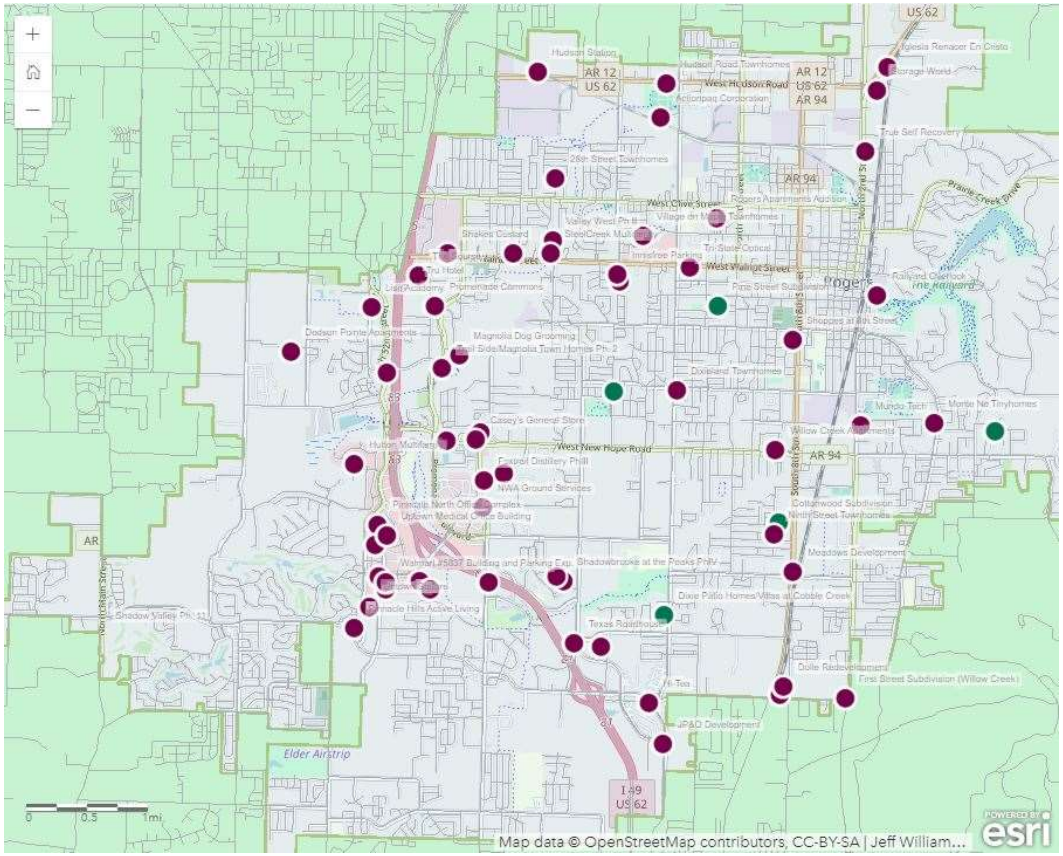
METER LOCATION		MONTH CONSUMPTION	MONTH COST	12 MONTH CONSUMPTION	12 MONTH COST	SIZE
CITY OF ROGERS	101 E CHERRY	4,200	5.92	43,500	61.05	1
	TOTALS:	402,900	$568.10	40,540,700	$56,298.25	

Engineering Report
3/21/22

RWU ROGERS WATER UTILITIES

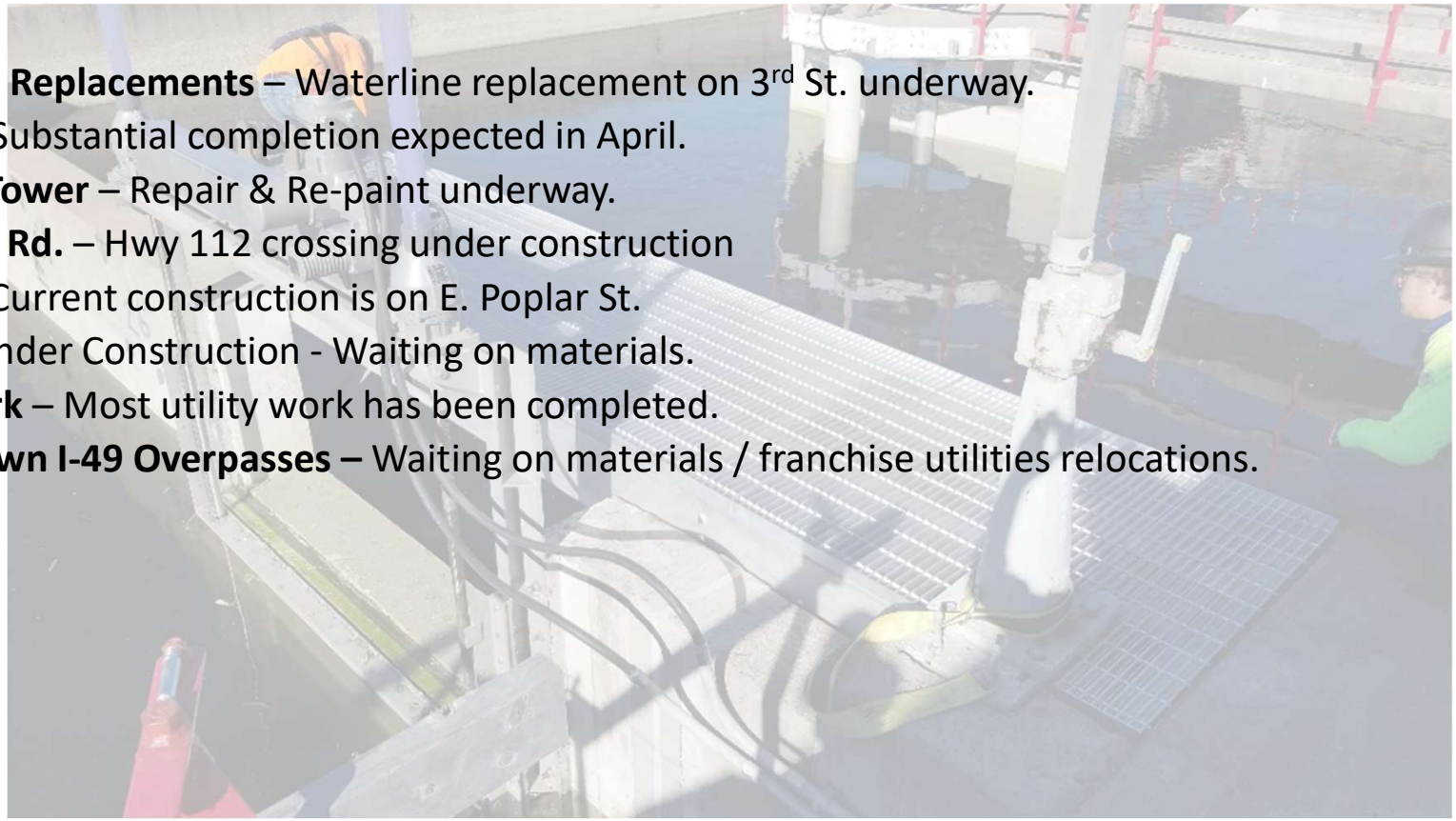
Plan Review - February

- 21 Plumbing Reviews
- 6 Civil / Site Reviews
- 4 Easement Reviews
- 9 Fire Plan Reviews



Projects Under Construction

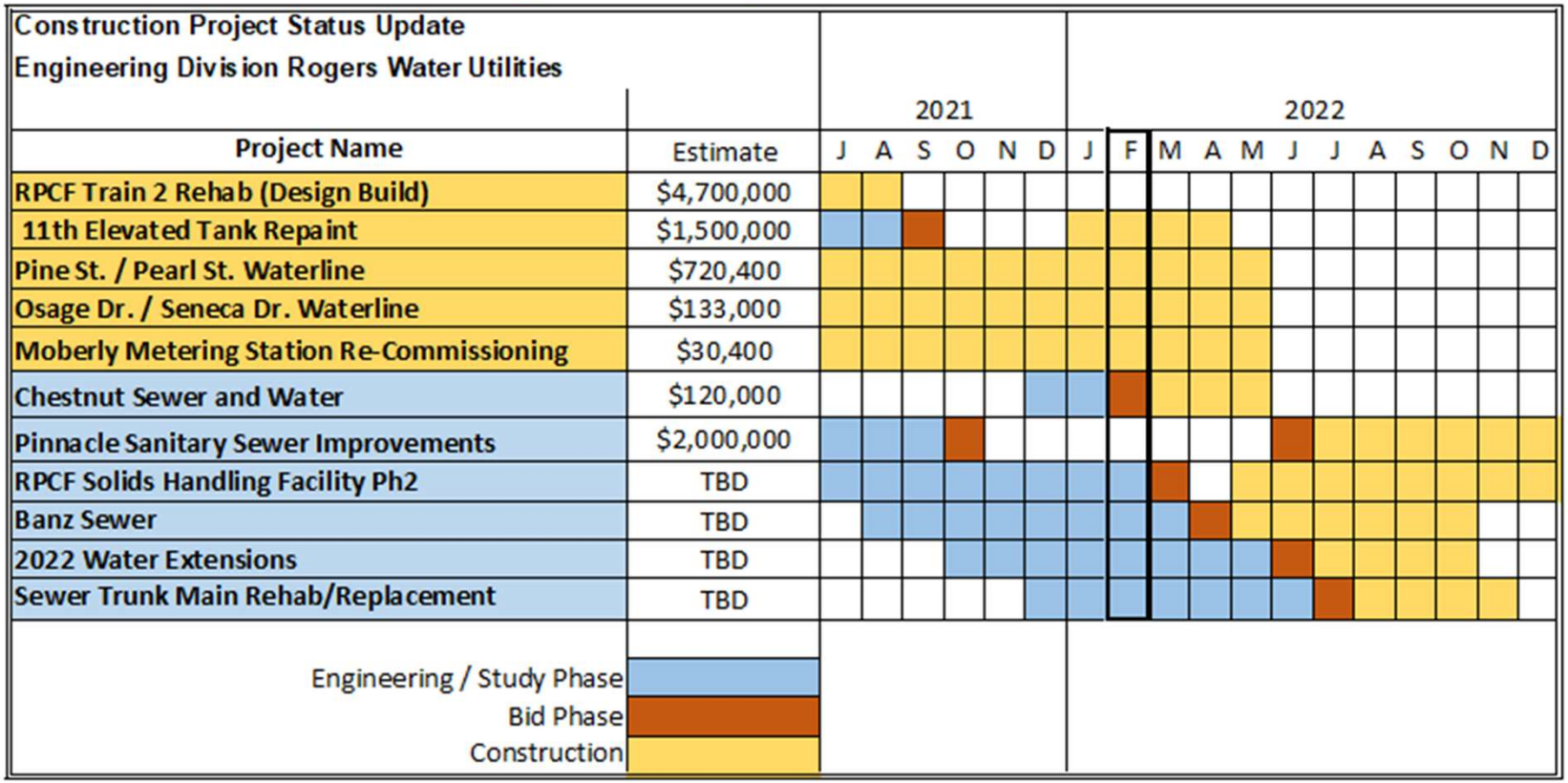
- **2021 Waterline Replacements** – Waterline replacement on 3rd St. underway.
- **RPCF Train II** – Substantial completion expected in April.
- **11th St. Water Tower** – Repair & Re-paint underway.
- **Pleasant Grove Rd.** – Hwy 112 crossing under construction
- **Arkansas St.** – Current construction is on E. Poplar St.
- **JB Hunt Dr.** – Under Construction - Waiting on materials.
- **Mt. Hebron Park** – Most utility work has been completed.
- **Oak St. & Uptown I-49 Overpasses –** Waiting on materials / franchise utilities relocations.



Projects In Design/Acquisition

- **Street Projects**
  - Walnut St. (Dixieland to 8th)
  - W. Poplar St.
  - 28th St. South
  - E. Pine St. (likely will become part of Arkansas St. project)
  - Laurel Ave.
  - 8th St. Sidewalks
  - Safe Routes to School (Misc. Sidewalks)
  - N. Arkansas St.
  - Oak St. (28th to 2nd)
  - 13th St. Sidewalks
  - Downtown Alleyways (Between 1st & 2nd)
- **Pinnacle Sanitary Sewer Improvements** – Finalizing re-alignment
- **Sanitary Sewer Maintenance Contract** - Out to bid

Projects In Design/Acquisition/Construction



Rogers Pollution Control DMR Summary

2021

	Limits	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Phosphorus Mo Avg lbs/day	117	9.80	12.43										
Phosphorus 30 Day Mo Avg mg/l	1	0.14	0.16										
Phosphorus Max 7 day Avg mg/l	2	0.15	0.22										
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751												
Total Suspended Solids Mo Avg	15												
Total Suspended Solids 7 day Avg	23												
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	76.7	125.4										
Total Suspended Solids Mo Avg	20	1.1	1.5										
Total Suspended Solids 7 day Avg	30	1.4	2.9										
April	Limits												
Ammonia lbs/day Mo Avg	234												
Ammonia Mo Avg mg/l	2.0												
Ammonia max 7 day Avg mg/l	4.5												
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175												
Ammonia Mo Avg mg/l	1.5												
Ammonia max 7 day Avg mg/l	2.3												
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	24.54	133.38										
Ammonia Mo Avg mg/l	3.0	0.35	1.56										
Ammonia max 7 day Avg mg/l	4.5	0.53	2.96										
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168												
CBOD Mo Avg mg/l	10												
CBOD Max 7 day Avg. mg/l	15												
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	114.0	208.1										
CBOD Mo Avg mg/l	15	1.6	2.5										
CBOD Max 7 day Avg. mg/l	23	1.8	4.0										

Monthly Summary of Industrial Pretreatment Activities **February** 2022

# of industrial control monitoring activities:	0
Industries control monitored:	n/a
# of self monitoring reports processed:	9
# of industrial inspection activities:	0
Industries inspected:	n/a
# of short site visits:	0
Industries visited:	n/a
# of Notices of Violation:	0
Notices of Violation:	n/a

Surcharges January 2022 issued in February 2022

User Name	Monthly Flow MG	TSS ppm	TSS $ Charge	CBOD ppm	CBOD $ Charge	NH3N ppm	NH3N $ Charge	TPhos ppm	TPhos $ Charge	Total $ Charge
Ozark Mt Poultry	3.552332	25.1	0.00	493.57	1130.67	30.69	325.39	5.79	269.85	1725.91
SE Poultry	3.486064	154.8	0.00	571.58	1404.42	4.74	0.00	13.42	1390.99	2795.41
Tyson CNQ	6.696500	43.0	0.00	210.25	74.42	2.50	0.00	2.57	0.00	74.42
Tyson of Rogers	4.721689	26.5	0.00	81.67	0.00	136.33	3344.57	2.03	0.00	3344.57
WestRock	0.072800	10.0	0.00	1080.00	69.46	32.20	7.31	0.25	0.00	76.77
									Sum $	**8017.08**

Surcharge thresholds in mg/L and cost per pound of loading

Pollutant	TSS	CBOD	NH3N	TPhos
mg/L threshold	200	200	15.00	4.00
$ per pound	0.14	0.13	0.70	5.08

The total amount surcharged during the 2021 – 2022 budget year is $54,087.86 (7 of 12 months). Last month I failed to update the total of $37,370.77 (5 month sum) to $46,070.81 (6 month sum)

In February I modded Kennametal's permit to require flume calibration 1/month instead of weekly. Kennametal has had a history of stable flume/flow meter accuracy. I also removed the requirement to trend and graph effluent pollutant results since the results are consistently low and no where near permit limits.

Report prepared by Paul Burns, Pretreatment Coordinator

FOG Inspection Report
Monthly Summary for
February 2022

- 34 known places were pumped in February. A list of serviced establishments can be generated upon request.
- Lots of FOG was found in one of the sanitary lines. I went to each FSE that tied into that line and looked at their grease interceptors and records. I found that during Innisfree's (nursing center) remodeling the kitchen had been moved. The plumbers thought the drain they connected all the fixtures too was on the original grease waste line. It was not. They had the grease interceptor replaced and ran the current plumbing to a floor sink that ties into the newly installed grease interceptor.
- McDonalds off Pleasant Grove has replaced their missing outlet piping and properly secured their lids. The weather made it hard for the plumber to get out there in a timely manner.
- I also reviewed and added comments to Timmons Sewer Data model for Cityworks.
- I met with multiple food truck owners, most of them were renewals. Only one person I spoke with was just starting out.
- I continue to help with plan reviews and have been involved in pre-construction meetings with Risk Reduction and RWU when grease interceptors/oil water separators are involved.

- I collected the monthly Oil and Grease samples at the plant. Four grab and one composite sample.

Amber Owens
F.O.G. Inspector
Rogers Pollution Control Facility
(479) 273-7378 Ext. 301

Pollution Control Facility Significant Events

February 2022

1. Train 2 hit a problem in the automation and integration phase. We have treated train 2 in manual mode for the month of February. The contractor is working to correct the issue.
2. The dryer ran well for the month of February
3. The Permit is complete and being reviewed internally prior to submission.
4. We treated 285.2 MG in February. 28 X 8.5 MGD = 238 MG. That means we treated approximately 56 MG from I and I. These flows included 1.87" of rain over 10 events. The historical average rainfall for February is 2.24".

Field Operations Report for February 2022

First, I would like to recognize the following employees:

Taylor Adams for passing his Class 4 Water Exam

Jeremy Bowman for passing his Class 3 Collections Exam

Jason Westerhold for passing his Class 2 Collections Exam

Efrain Perez and David Rocha for passing their Class 1 Collections Exam

The crews have been busy in the month of February and have completed the following:

Completed 37 work orders that range from new water services, water taps, water and sewer repairs on the mainlines.

Installed 94 leak monitors.

Flushed 16375 feet of sewer mains. While this is a good number for February, we are running way behind for the past year and starting to see the lack of footage leading to more sewer stoppages.

Camera 3674 feet of sewer mains.

They did 976 locates.

Issued 48 boring permits.

Priced out 12 new services.

Put out and picked up 80 leak loggers.

ENGINEERING DIVISION ROGERS WATER UTILITIES Chestnut Sewer and Water Bid Tab				Brothers		J&L		Goins		Goodwin&Goodwin	
No.	Item	Bid Quantity	Bid Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	Water										
1	Mobilization (Shall not exceed 10% of Total)	1	EA	$10,278.82	$10,278.82	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$8,300.00	$8,300.00
2	8" Water Main, DIP PC 350 Installed complete in place	234	LF	$48.40	$11,325.60	$105.00	$24,570.00	$110.00	$25,740.00	$162.00	$37,908.00
3	Fire Hydrant Assembly, Complete in place	1	EA	$578.29	$578.29	$9,000.00	$9,000.00	$3,700.00	$3,700.00	$6,800.00	$6,800.00
4	Mechanical Joint Compact Fittings - Naked	50	LB	$11.57	$578.50	$14.00	$700.00	$5.00	$250.00	$15.00	$750.00
5	8" Gate Valve w/ Plug, Complete in place	1	EA	$289.14	$289.14	$3,500.00	$3,500.00	$800.00	$800.00	$3,500.00	$3,500.00
6	1-Inch Service w/ Single 5/8" Meter Set (Short Side of Street)	1	EA	$722.37	$722.37	$2,100.00	$2,100.00	$900.00	$900.00	$2,000.00	$2,000.00
7	1-Inch Service w/ Single 5/8" Meter Set (Long Side of Street)	4	EA	$1,240.62	$4,962.48	$2,800.00	$11,200.00	$1,500.00	$6,000.00	$5,500.00	$22,000.00
8	8" Tapping Sleeve w/ Valve, Complete in place	1	EA	$1,321.80	$1,321.80	$4,500.00	$4,500.00	$3,700.00	$3,700.00	$7,800.00	$7,800.00
9	Seed & Mulch (Repair Adjacent Disturbed)	115	SY	$1.70	$195.50	$30.00	$3,450.00	$8.00	$920.00	$10.00	$1,150.00
10	Trench Safety	1	LS	$13,048.85	$13,048.85	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
11	Erosion Control	1	LS	$1,506.78	$1,506.78	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
			Water Subtotal:	$44,808.13		**$70,020.00**		**$50,010.00**		**$92,208.00**	
	Sewer										
12	Mobilization (Shall not exceed 10% of Total)	1	EA	$10,278.82	$10,278.82	$12,000.00	$12,000.00	$15,000.00	$15,000.00	$35,000.00	$35,000.00
13	8" Sewer Main, SDR 26 Installed complete in place (6' - 9' Depth)	645	LF	$54.62	$35,229.90	$110.00	$70,950.00	$150.00	$96,750.00	$345.00	$222,525.00
14	8" Sewer Main, SDR 26 Installed complete in place (9' - 12' Depth)	89	LF	$55.81	$4,967.09	$130.00	$11,570.00	$160.00	$14,240.00	$375.00	$33,375.00
15	4' Dia. Cast-In-Place Manhole, 6' Depth	6	EA	$4,772.60	$28,635.60	$5,800.00	$34,800.00	$6,000.00	$36,000.00	$6,000.00	$36,000.00
16	4' Dia. Cast-In-Place Manhole, Additional Depth	8.5	LF	$204.54	$1,738.59	$500.00	$4,250.00	$200.00	$1,700.00	$500.00	$4,250.00
17	Connection to Existing Manhole	1	EA	$2,034.35	$2,034.35	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00
18	Removal of Existing Manhole	1	EA	$4,059.28	$4,059.28	$5,000.00	$5,000.00	$1,200.00	$1,200.00	$1,500.00	$1,500.00
19	16" Steel Encasement, Installed complete in place	54	LF	$69.89	$3,774.06	$150.00	$8,100.00	$400.00	$21,600.00	$300.00	$16,200.00
20	Connection to Existing Service Line	2	EA	$471.74	$943.48	$1,200.00	$2,400.00	$2,000.00	$4,000.00	$1,200.00	$2,400.00
21	Reroute Existing Service Line into New Manhole	2	EA	$471.74	$943.48	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$2,000.00	$4,000.00
22	Installation of New 4" Sewer Service w/ Cap & T-Post	4	EA	$711.88	$2,847.52	$1,200.00	$4,800.00	$1,800.00	$7,200.00	$4,000.00	$16,000.00
23	Installation of New 6" Sewer Service w/ Cap & T-Post	1	EA	$1,183.61	$1,183.61	$1,500.00	$1,500.00	$1,800.00	$1,800.00	$4,500.00	$4,500.00
24	Trench Safety	1	LS	$13,048.85	$13,048.85	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$15,000.00	$15,000.00
25	Erosion Control	1	LS	$1,506.78	$1,506.78	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
26	Seed & Mulch (Repair Adjacent Disturbed)	495	SY	$1.70	$841.50	$30.00	$14,850.00	$8.00	$3,960.00	$10.00	$4,950.00
			Sewer Subtotal:	**$112,032.91**		**$182,520.00**		**$215,450.00**		**$401,700.00**	
			Total:	**$156,841.04**		**$252,540.00**		**$265,460.00**		**$493,908.00**	

Number was adjusted from the orginal to match the sum of the Extensions.

Chestnut Sewer and Water	
Estimate	$119,920.00
Bidder Name	**Bid Total**
Brothers Construction, Inc.	$156,841.04
J & L Concrete and Excavation, Inc.	$252,540.00
Goins Enterprises, Inc.	$265,460.00

RESOLUTION NO. 22 - __

A RESOLUTION DESIGNATING AN ELECTRONIC BIDDING SERVICE VENDOR AND WEBSITE FOR PUBLIC WORKS PROJECTS FOR CALENDAR YEAR 2022; DIRECTING PUBLICATION OF THE DESIGNATIONS; AND FOR OTHER PURPOSES.

WHEREAS the Rogers Waterworks and Sewer Commission ("the Commission") has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities ("RWU"), and has full authority to set policies and procedures for RWU in a manner consistent with existing law and public policy; and

WHEREAS the Fair Notice and Efficiency in Public Works Act, Ark. Code. Ann. § 22-9-901 *et seq*., allows public agencies to designate an approved electronic bidding service vendor for posting advertisements of notices of an intention to receive bids for public works projects under Ark. Code Ann § 22-9-203; and

WHEREAS the management of RWU recommends that Central Bidding be designated as the electronic bidding service vendor for RWU.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. Central Bidding is hereby designated as the electronic bidding service vendor for the Rogers Water Utilities for calendar year 2022 for notices of intention to receive bids under Ark. Code Ann. § 22-9-203.

Section 2. Central Bidding's website, centralauctionhouse.com, is hereby designated as the website for Rogers Water Utilities' for posting of advertisements for notices of intention to receive bids under Ark. Code Ann. § 22-9-203 for calendar year 2022.

Section 3. Publication of these designations will be made in accordance with Ark. Code. Ann. § 22-9-906 (e).

Section 4. The management of the Rogers Water Utilities is authorized to conduct any necessary coordination with the City of Rogers to effectuate these designations and prepare any other Resolution or Ordinance that may be required to effectuate these designations and submit the same to the Rogers City Council for approval.

Section 5. **Severability Provision-** In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 6. **Repeal of Conflicting Resolutions-** All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 21st day of March 2022.

_____
Michael Watkins, Chairman

ATTEST:

_____
Brent Dobler, Acting Secretary

RESOLUTION NO. 22-__

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT PERTAINING TO A PROPOSED DEVELOPMENT KNOWN AS YATES FARM; AND FOR OTHER PURPOSES.

WHEREAS the Rogers Waterworks and Sewer Commission ("the Commission") has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities ("RWU"), and has full authority to set policies and procedures for RWU in a manner consistent with existing law and public policy; and

WHEREAS Rainbow Road Development, LLC ("Owner") and Osage Creek Development, LLC ("Developer") (together "Owner/Developer") propose to construct a large-scale development known as "Yates Farm" ("Development") that will feature townhomes; and such Development will constitute a "Horizontal Property Regime" as that term is used in Ark. Code. Ann § 18-13-101 *et. seq*.; and

WHEREAS Owner/Developer requests extension of water services and sewer services to the Property in connection with the Development; and

WHEREAS due to the topography of the Property and the distance to a sewer main located at a lower elevation from the Property, a gravity flow connection to the sewer system is not feasible at this time; and

WHEREAS the Development will require the installation of a private sewer system, including a private sewer lift station, to connect the Development to the municipal sewer system; and;

WHEREAS RWU and the Commission require certain assurances from Owner/Developer that Owner/Developer will bear all costs and expenses incurred in the extension of water services and sewer services to the Property, including, without limitation, construction of a private sewer system, including a private sewer lift station, adequate to serve the proposed Development, all in accordance with the City's Code of Ordinances the rules, regulations, procedures, and specifications of the Commission and RWU, and that such assurances will run with the land; and

WHEREAS RWU has prepared a draft Development Agreement for purposes of commencing negotiations, said draft Development Agreement being attached hereto as Exhibit 1.;

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. The Chairman of the Rogers Waterworks and Sewer Commission and the Superintendent of the Rogers Water Utilities are hereby authorized, but not directed, to negotiate the terms of a satisfactory Development Agreement with Owner/Developer, and any other necessary parties, as described herein above governing the terms and conditions of the extension of water service and sewer service to the Property.

Section 2. The Chairman of the Rogers Waterworks and Sewer Commission and the Superintendent of the Rogers Water Utilities are hereby authorized, but not directed, to sign a satisfactory Development Agreement on behalf of the Rogers Waterworks and Sewer Commission and the Rogers Water Utilities, respectively. The Chairman of the Rogers Waterworks and Sewer Commission and the Superintendent of the Rogers Water Utilities are authorized to approve revisions to the draft Development Agreement, to make additional revisions, and to approve the final form and content of the Development Agreement, their approval to be evidenced by their signatures thereon.

Section 3. This Resolution authorizes, but does not require, entering into a Development Agreement as described above. The Chairman of the Rogers Waterworks and Sewer Commission and the Superintendent of the Rogers Water Utilities are not required to sign a Development Agreement, or any other agreement regarding the proposed Development, if a satisfactory agreement cannot be reached.

Section 4. The Superintendent of the Rogers Water Utilities is hereby authorized, but not directed, to sign a Facilities Extension Contract on behalf of the Rogers Water Utilities, and other contracts and agreements necessary for extension of water services and sewer services to the Development, contingent upon reaching a satisfactory Development Agreement with Owner/Developer. The Superintendent of the Rogers Water Utilities is authorized to approve the final form and content of the Facilities Extension Contract, and any other contracts and agreements, his approval to be evidenced by his signature thereon or by the signature of his designated representative.

Section 5. **Severability Provision-** In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 6. **Repeal of Conflicting Resolutions-** All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 21st day of March 2022.

_____
Michael Watkins, Chairman

ATTEST:

_____
Brent Dobler, Acting Secretary

HORIZONTAL PROPERTY REGIME
DEVELOPMENT AGREEMENT
for Extension of Sewer Services to
Yates Farm-Townhomes

This **HORIZONTAL PROPERTY REGIME DEVELOPMENT AGREEMENT** (this "Agreement") is made as of the ____ day of _____, 2022 (the "Effective Date"), by and between Rainbow Road Development, LLC ("Owner") and Osage Creek Development, LLC ("Developer") (together "Owner/Developer"), on the one hand, and the Rogers Waterworks and Sewer Commission ("the Commission") and the Rogers Water Utilities (sometimes referred to herein as "RWU") on the other hand. Owner/Developer, the Commission and RWU shall collectively be referred to herein as the "Parties" and singularly as a "Party."

W I T N E S S E T H

WHEREAS Rainbow Road Development, LLC is a limited liability company organized under the laws of the State of Arkansas and is in good standing with the Arkansas Secretary of State, as evidenced by its Certificate of Good Standing attached hereto as Exhibit 1.; and

WHEREAS Osage Creek Development LLC is a limited liability company organized under the laws of the State of Arkansas and is in good standing with the Arkansas Secretary of State, as evidenced by its Certificate of Good Standing attached hereto as Exhibit 2.; and

WHEREAS the Commission is the combined waterworks and sewer commission of the City of Rogers, Arkansas, established by City of Rogers Ordinance No. 86-10, codified at Section 54-1, *et. seq*. of the Code of Ordinances of the City of Rogers, Arkansas; and

WHEREAS the Rogers Water Utilities is the municipal water and sewer utility of the City of Rogers, Arkansas, consisting of the Water Department and the Sewer Department, operated under common management, and being supervised by the Commission; and

WHEREAS the Rogers Water Utilities operates a municipal water system and a municipal sewer system in Rogers, Arkansas and certain nearby areas; and

WHEREAS Owner is the owner of certain real property in Benton County Arkansas as evidenced by that certain deed recorded with the Benton County Circuit Clerk as Instrument No.

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L201835096 and more completely described in Exhibit 3. attached hereto and made a part hereof (the "Property"); and

WHEREAS Owner caused to be filed that certain "Lot Split for Rainbow Road Development, LLC" recorded with the Benton County Circuit Clerk as Instrument No. L202215202, said Lot Split dividing the Property into two separate tracts, but both tracts being part of the Development described herein and both tracts constituting the Property and being subject to this Agreement, said tracts being further described on Exhibit 3.; and

WHEREAS Developer is the prospective developer of the Property; and

WHEREAS Owner/Developer proposes to construct a large-scale development known as "Yates Farm" ("Development") that will feature townhomes; and such Development will constitute a "Horizontal Property Regime" as that term is used in Ark. Code. Ann § 18-13-101 *et. seq*.; and

WHEREAS Owner/Developer requests extension of water services and sewer services to the Property in connection with the Development; and

WHEREAS due to the topography of the Property and the distance to a sewer main located at a lower elevation from the Property, a gravity flow connection to the sewer system is not feasible at this time; and

WHEREAS the Development will require the installation of a private sewer system, including a private sewer lift station, to connect the Development to the municipal sewer system; and

WHEREAS the Commission and RWU request certain assurances from Owner/Developer that Owner/Developer will bear all costs and expenses incurred in the extension of water services and sewer services to the Property, including, without limitation, construction of a private sewer system, including a private sewer lift station, adequate to serve the proposed Development, all in accordance with the City's Code of Ordinances the rules, regulations, procedures, and specifications of the Commission and RWU, and that such assurances will run with the land; and

WHEREAS the Parties desire to enter into this Agreement to set forth their obligations, and understandings herein; and

WHEREAS Terry Brown is duly authorized to enter into this Agreement on behalf of Owner and to bind the Owner to this Agreement as evidenced by the [certificate of authority, corporate resolution, other acceptable document showing authority] attached hereto as Exhibit 4.; and

WHEREAS Josh Porter is duly authorized to enter into this Agreement on behalf of Developer and to bind the Developer to this Agreement as evidenced by the [certificate of authority, corporate resolution, other acceptable document showing authority] attached hereto as Exhibit 5.

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NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals and Exhibits Incorporated**.

The above recitals are substantive and are incorporated herein and made part of this Agreement. The exhibits attached hereto are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.

2. **Installation of Private Sewer Service at the Development**

Owner/Developer covenants and agrees to perform the following at its sole cost and expense:

a. Extension of water service to the Property from its present terminus to the Property in accordance with the terms and conditions of Rogers Water Utilities' standard Facilities Extension Contract (as it may be modified for Owner/Developer's particular Development).

b. Extension of sanitary sewer service to the Property from its present terminus to the Property in accordance with the terms and conditions of Rogers Water Utilities' standard Facilities Extension Contract (as it may be modified for Owner/Developer's particular Development).

c. In connection with the extension of sewer service, construction of a private sewer system at the Property including construction of a private sewer lift station, said private sewer system and private lift station to be of a quality and type sufficient for the Development and compliant in all respects with the most recent edition or revision of the *Standard Specifications for Construction of Public Water and Sewer Improvements in the City of Rogers and Areas Under the Jurisdiction of the Rogers Waterworks and Sewer Commission* ("Standard Specifications"), published by the Rogers Water Utilities.

In the event Owner/Developer fails to perform the extension of water service and sanitary sewer service to the Property as provided for herein and in the corresponding Facilities Extension Contract, neither the Commission nor RWU shall have any obligation to extend water service or sanitary sewer service to the Property.

3. **Maintenance of Private Sewer System**

Owner/Developer will be responsible for the cost of operating and maintaining the private sewer system and the private lift station. Owner/Developer will maintain the sewer system and private lift station in accordance with the Standard Specifications, all other applicable laws, rules, and regulations, and such other reasonable measures as may be prescribed by RWU. Prior to establishment of water service, Owner/Developer will enter into RWU's Customer Service

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Agreement Addendum for Private Pump Stations as may then be in effect or as may be modified for Owner/Developer's particular development.

The private sewer system and private sewer lift station will be part of the "general common elements" of the horizontal property regime as defined in Ark. Code. Ann.§ 18-13-102 (4) (E) (F), and (G). Owner/Developer will ensure that the private sewer system and sewer lift station will be expressed and described as "general common elements" in the master deed as required by Ark. Code. Ann. § 18-13-104 (3). Owner/Developer will further ensure that the bylaws of the horizontal property regime will provide for the care, upkeep and surveillance of the private sewer system and the private sewer lift station, as required by Ark. Code. Ann § 18-13-108 (b) (3). Owner/Developer will ensure that all conveyances of townhomes, apartments, or other living units in the Development contain reference to the master deed, the Common Elements, and the responsibility of the owner(s) of each townhouse, apartment or living unit, to maintain the private sewer system and private sewer lift station in compliance with this Agreement.

4. **Dedication of Private Sewer System to RWU and Commission When Gravity Sewer Becomes Available**.

When a public sewer main is built within such distance of the Property that connection to the municipal sewer system through gravity flow becomes feasible, Owner/Developer will at its sole costs and expense, connect the private sewer system to the public sewer main. Owner/Developer will thereafter execute such instruments of conveyance necessary to dedicate the private sewer system to RWU, the Commission, and the City of Rogers. Prior to acceptance, RWU will inspect the private sewer system and private lift station to ascertain whether it has been maintained in accordance with the provisions of Section 3 above. Prior to acceptance, RWU may require Owner/Developer to perform such maintenance and repairs as is necessary to bring the private sewer system into compliance with the provisions of Section 3 above, and such maintenance and repairs shall be performed at Owner/Developer's sole cost and expense. Owner/Developer shall be solely responsible for the costs of decommissioning the private lift station. Once the dedication is accepted, the private sewer system will become part of the municipal sewer system and thereafter become the responsibility of RWU, subject to the provisions of the corresponding Facilities Extension Contract, including, without limitation, the Owner/Developer's obligation to repair any defects within one year of RWU's acceptance of the sewer system.

5. **Payments to the Commission and RWU**.

Owner/Developer will pay all applicable, customary, and standard deposits, service charges and fees, rates, meter connection charges, tapping fees, impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance, and any other applicable charges and fees in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws, being incorporated herein and made part of this Agreement.

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6. **Standard Agreements**.

Owner/Developer will enter into all applicable customary and standard agreements for provision of water service and sewer service, including, without limitation, RWU's standard Customer Service Agreement, (as may be modified for Owner/Developer's particular Development) in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws, being incorporated herein and made part of this Agreement.

7. **Obligations to Run with the Land**.

This Agreement shall be recorded in the Benton County Real Estate Records, shall act as a covenant running with the land, and shall be binding upon Owner/Developer and its heirs, successors, and assigns. Owner/Developer covenants and represents that it owns and controls one hundred percent (100%) of the Property subject to this Agreement and that this covenant meets the requirements of Ark. Code. Ann. §18-12-103. Owner/Developer, on behalf of itself and its successors and assigns, covenants and agrees that the Property shall not be developed absent compliance by Owner/Developer or by its successors and assigns, with Owner/Developer's obligations to extend water service and sewer service as stated herein above to the Property at Owner/Developer's sole costs and expense (or the sole cost and expense of Owner/Developer's successors and assigns).

All conveyances from Owner/Developer to any owner of any unit shall convey these obligations and reference this instrument. Any Property Owners Association for the Development shall also be responsible for performing the obligations hereunder and any articles of Organization, Declaration of Covenants, Bylaws, or similar instrument for the Development shall provide for the Property Owners Association to perform the obligations of Owner/Developer stated in this Agreement.

8. **No Implied Obligations**.

It is expressly agreed that nothing contained in this Development Agreement shall be construed to contain a covenant, either expressed or implied either to create any obligation of the City of Rogers, Arkansas ("the City"), the Commission, or RWU not consistent with this Agreement. Neither the City, nor the Commission, nor RWU have any obligation to extend water service, sewer service, or any other services to the Property absent Owner/Developer's development of the Property and Owner/Developer's payment of the costs and expenses for extension of services as stated herein above. Owner/Developer, on behalf of itself and its successors and assigns, hereby waives and relinquishes the benefit of any statute, rule, regulation, ordinance, or other provision of law that might require the City, the Commission, or RWU to extend services to the property within a certain period of time. Owner/Developer, on

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behalf of itself and its successors and assigns, promises and covenants that it will not bring any suit, action or proceeding against the City, the Commission, or RWU to enforce any provision of any statute, rule, regulation, or ordinance that conflicts with the provisions of this Agreement or requires any action on the part of the City, the Commission, or RWU that conflicts with the City's, the Commission's, or RWU's rights under this Agreement. Owner/Developer, on behalf of itself and its successors and assigns, shall indemnify and hold harmless, the City, the Commission, and RWU from all causes of action, claims, demands, liabilities, losses, costs, or expenses for any loss, including reasonable attorneys' fees, contained in, or arising from, any suit, action, or proceeding brought in violation of this Agreement.

9. **Intended Third-Party Beneficiary.**

The City of Rogers, Arkansas is an intended third-party beneficiary of this Agreement.

10. **Notices**. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows:

If to Owner:	Rainbow Road Development, LLC Attn: Terry Brown 8550 David Drive Rogers, AR 72756
If to Developer:	Osage Creek Development, LLC Attn: Josh Porter 2908 South Rainbow Road Rogers, AR 72758
If to Commission or RWU	Rogers Waterworks and Sewer Commission Rogers Water Utilities Attn: Brent Dobler, Superintendent 601 S. 2nd Street Rogers, AR 72756
With a copy to:	Robert A. Frazier Frazier Law Firm, PLC 219 W. Chestnut Rogers, AR 72756

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

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11. **No Partnership**.

This Agreement is made at arm's length between Owner/Developer, on the one hand, and the Commission and RWU, on the other hand. This Agreement does not create any obligation or relationship between Owner/Developer and the Commission and RWU such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend, or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

12. **Tort Immunity**.

Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to RWU, the Commission, and the City pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.

13. **Successors and Assigns**.

Owner and Developer jointly and severally bind themselves, their partners, successors, and assigns to the Commission and RWU and to the Commission and RWU's successors and assigns with respect to the covenants, agreements and obligations contained herein. By any conveyance of the Property, Owner and Developer shall, by operation of law, assign their rights and obligations under this Agreement to their heirs, successors, and assigns to the Property and this Agreement shall run with the land as provided above.

14. **Choice of Law; Forum**.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in Benton County, Arkansas. The term "Law" as used herein shall include the laws of the State of Arkansas, without regard to its choice of law rules.

15. **Agreement Contingent on Owner/Developer's Performance of Facilities Extension Contract.**

This Development Agreement shall not be binding upon the Commission, RWU, or Owner/Developer unless and until signed by the parties or authorized representative of the parties hereto and unless and until the Owner/Developer complies with its obligations under the corresponding Facilities Extension Contract and other agreements to be entered into with RWU and the Commission concerning the Development.

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16. **Joint and Several Obligations**.

The obligations undertaken by Owner and Developer herein are joint and several and Owner and Developer, and each of them, are fully responsible for fulfilling the obligations of the "Owner/Developer" undertaken under this Agreement.

17. **Severability**.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such terms, covenants, or conditions to persons or circumstances, other than those as to which are held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant or condition of the Agreement shall be valid and enforced to the fullest extent permitted by law.

18. **Headings**.

Article, section, and paragraph headings are for convenience only and may not be construed as a limitation on the scope of the particular sections.

19. **Open Records (FOIA) Requests**.

The Parties agree and acknowledge that this Agreement is subject to Arkansas laws relating to open records, including, without limitation, the Arkansas Freedom of Information Act (FOIA).

20. **Complete Agreement**.

All prior negotiations are merged into this Agreement, the corresponding Facilities Extension Contract, other written contracts signed by Owner, Developer, or both, and all written addenda thereto; said written documents shall constitute the entire agreement between Owner/Developer, on the one hand, and RWU and the Commission, on the other hand. This Agreement shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto and recorded in the real estate records of Benton County, Arkansas.

IN WITNESS WHEREOF, this Agreement has been executed on the date above written.

[signature pages follow]

DRAFT

OWNER

Rainbow Road Development, LLC

By:_____
Terry Brown, Sole Member

DEVELOPER

Osage Creek Development, LLC

By:_____
Josh Porter, Manager

together the **"OWNER/DEVELOPER"**

THE COMMISSION:
Rogers Waterworks and Sewer Commission

By: _____
Michael Watkins, Chairman

RWU:
Rogers Water Utilities

By: _____
Brent Dobler, Superintendent

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ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned, qualified, and acting, personally appeared **Terry Brown**, to me well known or satisfactorily proven, who stated that **Rainbow Road Development, LLC** is a party in the foregoing instrument, and being duly authorized to do so, he had executed the foregoing instrument, and that he executed the same in his capacity and pursuant to his authority as **Sole Member of Rainbow Road Development, LLC** and for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

DRAFT

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned, qualified, and acting, personally appeared **Josh Porter**, to me well known or satisfactorily proven, who stated that **Osage Creek Development, LLC** is a party in the foregoing instrument, and being duly authorized to do so, he had executed the foregoing instrument, and that he executed the same in his capacity and pursuant to his authority as **Manager of Osage Creek Development, LLC** and for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

DRAFT

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned, qualified, and acting, personally appeared **Michael Watkins**, to me well known or satisfactorily proven, who stated that he was the **Chairman of the Rogers Waterworks and Sewer Commission**, a party in the foregoing instrument, and being duly authorized to do so, he had executed the foregoing instrument, and that he executed the same in his capacity and pursuant to his authority as **Chairman of the Rogers Waterworks and Sewer Commission**, and for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

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ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned, qualified, and acting, personally appeared **Brent Dobler**, to me well known or satisfactorily proven, who stated that he was the **Superintendent of the Rogers Water Utilities** a party in the foregoing instrument, and being duly authorized to do so, he had executed the foregoing instrument, and that he executed the same in his capacity and pursuant to his authority as **Superintendent of the Rogers Water Utilities**, and for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

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EXHIBIT 3.

THE PROPERTY

Part of the SW 1/ 4 of the SW 1/4 of Section 8, Township 19 North, Range 30 West, Benton County, Arkansas, and being more particularly described as: Commencing at the SW comer of the SW l/4 of said Section 8, thence along the West line of said SW 1/4, N 00°31 '05" W 827.61 feet; thence leaving said West line, N 89°40'53" E 30.00 feet to the point of beginning; thence N 00°31'05" W 501.87 feet; thence N 89°40'53" E 1157 .61 feet; thence S 00°49'34" E 501.88 feet; thence S 89°40'53" W 116 I .31 feet to the point of beginning,' containing 581,636.80 square feet or 13.35 acres, more or less, and subject to all rights of way, easements and restrictive covenants of record or fact.

Tract 1

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND RAILROAD SPIKE FOR THE SW CORNER OF THE SW ¼ OF THE SW ¼; THENCE ALONG THE WEST LINE OF SAID SECTION 8, N 02°09'38" E, 827.61 TO A POINT; THENCE LEAVING SAID WE'ST LINE, 587°38'24" E, 30.02 FEET TO A 5/8" SET IRON PIN FOR THE POINT OF BEGINNING; THENCE N 02"09'38" E, 501.87 FEET TO A 5/8" SET IRON PIN; THENCE S 87°38'23" E, 168.40 FEET TO A 5/8" SET IRON PIN; THENCE S 01 "08'17" W, 314.24 FEET TO A ¾" SET IRON PIN; THENCE S 01D08'17" W, 14.45 FEET TO A 5/8" SET IRON PIN; THENCE S 13°43'48" E, 21.62 FEET TO A 5/8" SET IRON PIN; THENCE S 19°18'41" E, 12.23 FEET TO A S/8" SET IRON PIN; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 303.15 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 17°09'56" E, 109.28 FEET TO A 5/8" SET IRON PIN; THENCE S 02°21'36" W, 38.12 FEET TO A 5/8" SET IRON PIN; THENCE N 87"38'24" W, 220.70 FEET TO THE POINT OF BEGINNING, CONTAINING 2.09 ACRES, MORE OR LESS,SUBJECT TO ANY EASEMENTS AND/OR RIGHT -OF•WA VS OF RECORD. ALSO SUBJECT TO AND HAVING RIGHTS TO A 35' MUTUAL ACCESS EASEMENT BEING 17.5' EACH SIDE OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND RAILROAD SPIKE FOR THE SW CORNER OF THE SW ¼ OF THE SW ¼; THENCE ALONG THE WEST LINE OF SAID SECTION 8, N 02°09'38" E, 827.61 TO A POINT;

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THENCE LEAVING SAID WEST LINE, S87D38'24" E, 250.72 FEET TO A¾" SET IRON PIN FOR THE POINT OF BEGINNING; THENCE N 02°21'36" E, 38.tZ FEET TO A 5/'i!/' SET IRON PIN; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 303.15 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 17°09'56" W, 109.28 FEET TO A 5/8" SET IRON PIN; THENCE N 19°18'41" W, 12.23 FEET TO A5/8" SET IRON PIN; THENCE N 13"43'48"W, 17.60 FEET TO A CENTERLINE AND THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THROUGH THE FOLLOWING BEARING AND DISTANCE: AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 109.72 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF

S 61°09'33" w, 40.28 FEET TO A POINT; S 50°31'37" w, 16.14 FEET TO A POINT; AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 91.50 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 71"23'43" W, 65.19 FEET TO A POINT; N 87°44'11" W, 106.15 FEET TO THE CENTERLINE OF SOUTH RAINBOW ROAD ANO THE POINT OF TERMINATION.

TRACT 2

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SEcnON 8, TOWNSHIP 19 NORTH, RANGE ·30 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOllOWS:

COMMENCING AT A FOUND RAILROAD SPIKE FOR THE SW CORNER OF THE SW ¼ Of THE SW ¼· THENCE ALONG THE WEST LINE OF SAID SECTION 8, N 02"09'38" E, 827.61 TO A POIN"f• THENCE LEAVING SAID WEST LINE, S87"38'24" E, 250.72 FEET TO A¾" SET IRON PIN FOR T□E POINT OF BEGINNING; THENCE N 02°21'36" E, 38.12-FEETTo' A 5/P!' SET IRON PIN; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 303.15 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 17D09'56" W, 109.28 FEET TO A 5/8" SET IRON PIN; THENCE N 19°18'41" W, 12.23 FEET TO A 5/8" SET IRON PIN; THENCE N 13""43'48"W, 21.62 FEET TO A 5/8" SET IRON PIN ; THENCE"N 01°08'17" E, 14.45 FEET TO A TO A 5/8" SET IRON PIN; THENCE N 01"08'17" E, 314.24 FEET TO A TO A 5/8" SET IRON PIN; THENCE S 87"38'23" E, 989.21 FEET TO A TO A 5/8" SET IRON PIN; THENCE S 01D51'09" W, 501.88 FEET TO A FOUND IRON PIN; THENCE N 87D38'24" W, 939.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11.26 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WA VS OF RECORD.

ALSO HAVING RIGHTS ro A 35' MUTUAL ACCESS EASEMENT BEING 17.5' EACH SIDE OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE FOR THE SW CORNER OF THE SW ¼ OF THE SW ¼; THENCE ALONG THE WEST LINE OF SAID SECTION 8, N 02°09'38" E, 827.61 TO A POINT; THENCE LEAVING SAID WEST LINE, S87°38'24" E, 250.72 FEET TO A¾" SET IRON PIN FOR THE POINT OF BEGINNING; THENCE N 02°21'36" E, 38.12 FEET TO A 5/8" SET IRON PIN; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 303.15 FEET AND SUBTENDED BY ACHORD BEARING AND DISTANCE OF N 17D09'56" W, 109.28 FEET TO A 5/8" SET IRON PIN; THENCE N 19°18'4111 W, 12.23 FEET TO A 5/8" SET IRON PIN; THENCE N 13"43'4WW, 17.60 FEET TO A CENTERLINE ANO THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE

THROUGH THE FOLLOWING BEARING AND DISTANCE: AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 109.72 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 61 °09'33" W, 40.28 FEET TO A POINT; S 50°31'37" w, 16.14 FEET TO A POINT; AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 91.50 FEET AND SUBTENDED BY ACHORD BEARING AND DISTANCE OF S 71D23'43" w, 65.19 FEET TO A POINT; N 87°44'11" W, 106.15 FEET TO THE CENTERLINE OF SOUTH RAINBOW ROAD AND THE POINT OF TERMINATION.

DRAFT

RESOLUTION NO. 22 - ___

A RESOLUTION ADOPTING A REVISED STANDARD FORM FOR FACILITIES EXTENSION CONTRACTS; AND FOR OTHER PURPOSES

WHEREAS the Rogers Waterworks and Sewer Commission ("the Commission") has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities ("RWU"), and has full authority to set policies and procedures for RWU in a manner consistent with existing law and public policy; and

WHEREAS there is a need to update RWU's standard form for Facilities Extension Contracts; and

WHEREAS the management of RWU has prepared the revised form attached hereto as Exhibit 1 for consideration by the Commission; and

WHEREAS having duly considered the matter, the Commission believes that adopting the revised form is in the best interest of RWU and the Commission.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. The Commission hereby approves the format and content of the "Rogers Water Utilities Facilities Extension Contract" form ("the form") attached hereto as Exhibit 1, including, without limitation, all applicable policies and procedures referenced therein.

Section 2. The Commission hereby adopts the form as the standard form for use by RWU. Prior to use, the management of RWU is authorized to make further revisions for clarity, to correct errors, prepare needed addenda, and to approve the final form and content of any portion of the form. RWU may modify the form as needed for any particular project or development.

Section 3. **Severability Provision-** In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining

provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 4. **Repeal of Conflicting Resolutions-** All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 22nd day of March 2022.

_____
Michael Watkins, Chairman

ATTEST:

_____
Brent Dobler, Acting Secretary

ROGERS WATER UTILITIES
FACILITIES EXTENSION CONTRACT

This Facilities Extension Contract ("this Contract") is entered into by the Rogers Water Utilities of the City of Rogers, Arkansas, ("Rogers Water Utilities" or "RWU"), and _____, ("Applicant").

Recitals

WHEREAS the Rogers Water Utilities is the municipal water and sewer utility of the City of Rogers, Arkansas, consisting of the water department and the sewer department, operated under common management, and being supervised by the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas ("the Commission"), a combined waterworks and sewer commission established by City of Rogers Ordinance No. 86-10, codified at Section 54-1 *et seq*. of the Code of Ordinances of the City of Rogers, Arkansas; and

WHEREAS the Rogers Water Utilities operates a municipal water system and a municipal sewer system in the City of Rogers, Arkansas and certain surrounding areas; and

WHEREAS Applicant is a [natural person(s)] or [entity type];
[Example: an Arkansas limited liability company]

as evidenced by the certificate of good standing from the Arkansas Secretary of State attached hereto as Exhibit [1].

[if Applicant is a foreign entity, attach certificate of good standing from home state and Arkansas Secretary of State registration]

WHEREAS Applicant is the Owner of certain real property in Benton County Arkansas as evidenced by that certain deed recorded with the Benton County Circuit Clerk as Instrument No. _____ **or** in the ____[year] Deed Book at Page _____; ("the Property"); and

WHEREAS Applicant requests that the public water system, public sewer system, or both, be extended to the Property in connection with a project or development to be known as [insert name of project/development] and requests installation of certain water mains and appurtenances, sewer mains and appurtenances, or both ("facilities") as shown herein below; and

WHEREAS Applicant is willing to pay for the costs of the facilities and is willing to dedicate the facilities to the Rogers Water Utilities, the Rogers Waterworks and Sewer Commission, and the City of Rogers, Arkansas upon acceptance of the facilities in accordance with the terms of this Contract; and

WHEREAS _____ [insert name of person(s) signing for Applicant] is [are] duly authorized to enter into this Contract on behalf of the Applicant and to bind the Applicant to this Contract as evidenced by the [certificate of authority, corporate resolution, other acceptable document showing authority] attached hereto as Exhibit [2].

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties Agree as follows:

1. **Recitals Incorporated**. The above recitals are substantive and incorporated herein and made part of this Contract.

2. **Definitions**.

As used herein, the following terms have the meanings listed below.

Development means the construction project to which Applicant requests that facilities be extended.

Excess Capacity means a water main and appurtenances, sewer main and appurtenances (or both) in a size and having a capacity greater than the size and capacity required by the *Standard Specifications* (or other applicable law, regulation, or standard) for the Applicant's Development or project.

Facilities means (a) water mains and appurtenances including the public portion of any water service lines; (b) sewer mains and appurtenances including the public portion of any sewer service lines, and (c) any other infrastructure installed pursuant to this Contract that is intended to become, upon dedication by Applicant, and acceptance by RWU, part of the public water system or public sewer system. The term "facilities" does not include the private portion of any water service lines, the private portion of any sewer service lines, or any other infrastructure installed on the property that is intended to be, or by its nature is, private property.

Property means the real property to which Applicant requests that facilities be extended.

Public Portion (of water service lines) means any portion of water service lines constructed pursuant to this Contract that is intended to become, upon dedication by Applicant and acceptance by RWU, public property and will be part of the "Utility System" as defined in Section 54-82 of the Code of Ordinances of the City of Rogers, Arkansas. The public portion (of water service lines) does not include any portion of the "Customer System" as defined in Section 54-82.

Public Portion (of sewer service lines) means any portion of sewer service lines constructed pursuant to this Contract that is intended to become, upon dedication by Applicant and acceptance by RWU, public property and will be part of the public sewer system. The point of demarcation between the public portion of the sewer system and the customer's system is the sewer wye or the manhole where the sewer service line connects to the public sewer collection system.

Rogers City Code means the most recent edition or revision of the Code of Ordinances of the City of Rogers, Arkansas.

Standard Specifications means the most recent edition or revision of the *Standard Specifications for Construction of Public Water and Sewer Improvements in the City of Rogers and Areas Under the Jurisdiction of the Rogers Waterworks and Sewer Commission* published by the Rogers Water Utilities.

3. **Facilities Requested**. Applicant requests installation of facilities as shown on the plans for water facilities, sewer facilities (or both) which are attached hereto as Exhibit [3] and incorporated into this Contract by reference. The estimated total construction costs of the facilities is $_____.

4. **Applicant Responsible for Cost of Facilities**. Applicant shall furnish all labor and materials and bear the entire cost of constructing the facilities. If RWU has agreed to reimburse Applicant for any costs of *excess capacity*, then such agreement will be contained in a separate *Excess Capacity Addendum* which will be attached to this Contract and made part hereof. **If no Addendum is signed by the parties and attached to this Contract, then RWU has not agreed to make any reimbursement for excess capacity**. Applicant must pay for all costs and complete construction of all facilities prior to receiving water service or any reimbursement for *excess capacity*. Moreover, reimbursement for *excess capacity* will not occur unless and until the facilities are accepted by RWU.

5. **Special Conditions**. This Contract is subject to and incorporates the following special conditions: [Describe Special Conditions]

[Example: See Horizontal Property Regime Development Agreement attached hereto and incorporated herein by reference as Exhibit [3]

6. **Plans and Specifications.** Applicant shall cause to be prepared detailed plans and specifications for the facilities, which incorporate the material requirements, installation requirements, and all other requirements of the *Standard Specifications*. No work may be commenced until the plans and specifications are approved by RWU in writing. After approval, the plans and specifications become a part of this Contract and applicant agrees to perform the work in strict adherence therewith. RWU will not accept any facilities that do not comply with the plans and specifications, *Standard Specifications*, or which do not otherwise comply with the requirements of this Contract.

7. **Engineer**. All plans and specifications shall be prepared under the direct supervision of an Engineer licensed to practice in the State of Arkansas (hereinafter called Engineer). The construction work shall be continuously supervised or inspected by the Engineer or by individuals who are under the Engineer's direct supervision and who are competent to supervise or inspect the work being performed. The Engineer shall submit written inspection reports to RWU and the Applicant during the process of the construction of the Facilities. Applicant shall hire the Engineer and bear all engineering costs and the costs of all other professional services required for construction of the facilities. Nothing herein shall preclude RWU, at its discretion, from inspecting the work periodically.

8. **Applicant's Engineer**. Applicant designates

«Engineer_Contact_Mailing_InformationFir»
«Engineer_Contact_Mailing_InformationLas»,
«Engineer_Contact_Mailing_InformationLic» of
«Engineer_Contact_Mailing_InformationCom» as Engineer,

who will provide the engineering services described herein above.

9. **Planning Agency Review**. Applicant shall give notice of Applicant's proposed facilities by submitting the plans for facilities which have been approved by RWU to the appropriate planning agency for review as follows: (1) the City of Rogers Planning Commission if any part of the project is located within the territorial jurisdiction of said Planning Commission; (2) the Benton County Planning Commission if any part of the facilities are to be located outside of the territorial jurisdictions of the Rogers Planning Commission or any other municipality's planning commission; (3) the Rogers City Council if facilities are to be located outside of the

Rogers city limits. Applicant shall not commence construction of the facilities prior to review and approval by any and all planning agencies having jurisdiction.

10. **Government Agency Review**. In addition to conformance to RWU's requirements, all plans and specifications for the facilities shall conform to the requirements of the Arkansas Department of Health and any other federal, state, county, or local government agencies having jurisdiction over any part of the work covered herein, including those agencies having jurisdiction over construction within the right-of-way of public roads, streets and highways. Applicant is responsible for complying with the requirements of all such government agencies and for the submittal of plans and specifications to all such agencies for review, and paying the cost of all fees and other expenses in connection therewith. Applicant shall not commence construction of facilities prior to approval of the plans and specifications by the aforesaid agencies and furnishing RWU with written evidence of such approval. Applicant shall construct the facilities in such a manner that will not interfere with any proposed future street, highway or drainage improvements.

11. **Permitting**. Applicant shall obtain or cause to be obtained all permits required in connection with the construction of facilities except those permits specifically requiring that RWU be designated as permittee, in which case the Applicant shall prepare and submit to RWU all documents necessary for such permits. Applicant shall pay the cost of all fees, bonds and other expenses in connection with obtaining permits, shall be responsible for conforming with all provisions thereof, and shall coordinate all post-construction inspections required by the issuer of permits.

12**. Grading Prior to Trenching and Facilities Installation.** Prior to construction of the facilities, streets and easements where the facilities are to be constructed shall be graded by Applicant to within 6" of final grade. Property lines adjacent to the location for the facilities shall be staked by Applicant prior to commencing construction of the facilities.

13. **Rights of Way and Easements Required**. If rights-of-way or easements not now in existence are required for the facilities, dedication documents thereof, in a form acceptable to RWU, shall be acquired by the Applicant and conveyed to RWU, the Commission, and the City of Rogers, Arkansas for the use and benefit of RWU. Permanent water service will not be established until Applicant has constructed paved streets, drives and/or parking areas adjacent to the facilities.

14. **Access Fees Required**. Water Access Fees **will be required** in accordance with Section 54-113 of the Code of Ordinances of the City of Rogers. Sewer Access Fees **will be required** in accordance with Section 54-212 of the Code of Ordinances of the City of Rogers. The total access fee applicable to this development on Applicant's property is_____ ($ .00) based upon ___living units _____ commercial lots ($300.00 water & $300.00 sewer) as

depicted on the approved plans. The total amount of access fees for this phase of development must be delivered to RWU before the first service will be established.

15. **Development Impact Fees Required**. **Water Development impact fees will be required in accordance with Section 54-112 of the Code of Ordinances of the City of Rogers. Sewer Development impact fees will be required in accordance with Section 54-211 of the Code of Ordinances of the City of Rogers. These fees are based on the size of the meter, which is dependent upon the peak demand of the system. The fee schedule is as follows:**

Meter Size	Water Development Impact Fee	Sewer Development Impact Fee
5/8”	**$700**	**$2,200**
1”	**$1,000**	**$5,000**
1 ½”	**$2,000**	**$10,000**
2”	**$5,000**	**$15,000**
3”	**$10,000**	**$30,000**
4”	**$15,000**	**$45,000**
6”	**$30,000**	**$90,000**

Based upon the approved plans the total impact fees will be [amount in words] dollars ($ [insert numerals here]) based upon [#] [size]” domestic meter (water and sewer) and a [size] irrigation meter (water only). If the number or sizes of meters changes, the total amount of impact fees will be revised accordingly. Development impact fees will be collected at the time each water service is requested.

The access fees and development impact fees listed above do not include the cost of constructing the water service meters. Cost for constructing the meter set will be estimated based on the site conditions and must be paid to RWU before the service meter will be constructed.

16. **Inspection Fee**. All extensions of water mains and sewer mains, and the public portion of any water service lines or sewer service lines, proposed to become part of the public water system or public sewer system, require inspection by RWU to ensure conformance with the *Standard Specifications*. No service fees will be assessed for the initial and follow-up inspection. Should Applicant, Applicant’s Engineer, or Applicant’s utility contractor cause the need for additional inspections or unreasonable amounts of time to be expended by RWU’s personnel due to nonconforming work or lack of performance by the Engineer, Applicant shall pay to RWU the sum of $250.00 per day or $100.00 per hour, whichever amount is greater, for each day that a RWU representative inspects Applicant's work hereunder. The hourly rate for Saturday, Sunday, and holidays shall be 150% of the aforesaid rates. Inspections are for the sole benefit of RWU, and no services are provided for the Applicant, either directly or implied. Inspections by RWU shall not relieve the Applicant of the duty to provide inspection as specified in paragraphs 6 and 7 herein above. Applicant shall pay to RWU all other costs for services rendered by RWU,

including, but not limited to, disinfection, collecting and testing samples, performance testing and connections to mains if any of these functions are performed by RWU personnel or if RWU personnel assist the Applicant or its agent.

17. **Record Drawings**. After completion of the construction of facilities, Applicant shall file with RWU a PDF copy and an AutoCAD version of the Record Drawings prepared by the Engineer which depict the facilities as finally constructed, including point table files referencing valves, hydrants, meters, and other appurtenances in accordance with the *Standard Specifications*. Applicant shall also provide a certificate showing the total construction costs of the facilities, and if requested by RWU, a copy of invoices for materials used in the construction of the facilities. Facilities shall not be accepted by RWU until such plans, certificates and documents are submitted and approved.

18. **Certification of No Encumbrances; Bond Requirements.** RWU cannot accept dedication of any facilities that are subject to purported claims and encumbrances such as materialmen's liens or laborer's liens. Prior to dedication, Applicant must certify that all contractors, subcontractors, materialmen, laborers, etc. have been paid in full and that no purported liens or encumbrances are asserted against the Property.

If the estimated cost of the facilities exceeds Fifty Thousand Dollars ($50,000), then Applicant will provide performance bonds and payment bonds as described hereinbelow. The amount of such bonds shall be in an amount no less than the costs of the facilities and the bonds shall be in effect throughout the construction period. Bonds shall be in a form and from such sources as are acceptable to RWU. RWU may require performance bonds and payment bonds from any person or entity that is performing work on the facilities. Bonds are not required for fire lines or other portions of the private water system and private sewer system.

(a) *General Contractor Constructing Facilities*. If the general contractor is constructing the facilities, a written construction contract must exist between the general contractor and the Applicant. The general contractor shall provide a performance bond and a payment bond (or bonds) in favor of the Applicant. RWU may require that RWU and the Commission be listed as additional obligees on the bonds.

(b) *Subcontractor Constructing Facilities*. If a subcontractor will be constructing the facilities, a written contract must exist between the subcontractor and the general contractor for construction of the facilities. A written construction contract must also exist between the general contractor and the Applicant. The subcontractor shall provide a performance bond and a payment bond (or bonds) in favor of the general contractor and the Applicant. RWU may require that RWU and the Commission be listed as additional obligees on the bonds.

(c) *Applicant Constructing Facilities*. If the Applicant is serving as its own contractor for construction of the facilities, the Applicant shall provide a performance bond and a payment bond (or bonds) in favor of RWU and the Commission. If the project is organized in such a way that the Applicant is using a subsidiary, or related company, as the contractor, a contract must exist between the parent and subsidiary/related company. RWU will specify how the project will be bonded and may require bonds from the parent company, subsidiary/related company, or both.

19. **Dedication of Facilities**. Upon completion of the construction of the facilities and acceptance by RWU, ownership of the facilities shall vest by this Contract in RWU, the Commission, and the City of Rogers, Arkansas, for the use of RWU without the necessity of any other conveyance or formality, the acceptance of the facilities constituting acceptance of the dedication. The facilities shall become a part of the City of Rogers municipal water system, sewer system, (or both), as applicable. RWU shall have the right to connect to and to make extensions from the facilities without payment to or permission from Applicant.

20. **One Year Post-Acceptance Period**. If within one year after acceptance of facilities by RWU, any part of the facilities is found to be damaged, defective, becomes unserviceable, or otherwise fails to meet the requirements of the *Standard Specifications*; or if within one year, any part of the facilities requires relocation, in the opinion of RWU, due to construction of street, road, highway or drainage improvements, or other structures, Applicant shall, after written notice from RWU, within 60 days, remedy the defects or relocate the facilities to the satisfaction of RWU. Upon Applicant's failure to perform said work in a timely manner, RWU shall have the option of performing said work at Applicant's expense.

21. **Not a Contract for Services**. This is a Contract for extension of water facilities and sewer facilities and is not a contract for water service or sewer service. Applicant acknowledges that (1) the furnishing of water and collection of sewer by RWU are governmental functions and that RWU does not agree to furnish any specific amount of water or water pressure; (2) water will be delivered only to customers who enter into separate service contracts with RWU, but the right to contract, and the type of service to be rendered, shall always be subject to such rules, regulations and policies of RWU as may be in effect from time to time; and (3) water furnished under such separate service contracts will be supplied to such customers at whatever pressure and quantity available from time to time without liability for damages due to high or low pressure or stoppage of flow. Applicant will enter into all applicable customary and standard agreements for provision of water service and/or sewer service, including, without limitation, RWU's standard Customer Service Agreement, (as may be modified for Applicant's particular Development) in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended.

22. **Compliance**. Applicant acknowledges that providing water service from the facilities, or connections thereto, will not be commenced by RWU prior to Applicant fulfilling all its obligations in strict accordance with the terms of this Contract including the payment of all amounts due to RWU. Applicant will pay all applicable, customary, and standard deposits, service charges and fees, rates, meter connection charges, tapping fees, impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance, and any other applicable charges and fees in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended.

Applicant will comply with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws, being incorporated herein and made part of this Contract.

23. **Certification of Construction Cost.** Applicant understands and agrees after construction is completed that it must certify to RWU the total costs of the facilities by completing RWU's standard Cost Certification Form with Acknowledgement and delivering the same to RWU before any water and /or sewer service will be established.

24**.** **No Joint Venture.** This Contract is made at arm's length between independent contracting parties. Nothing in this Contract shall be deemed to create a joint venture, partnership, tenancy in common, joint tenancy, or any similar relationship between the parties.

25. **Risk of Loss**. Applicant is not a "contractor" of RWU as that term is used in Ark. Code. Ann. §22-9-203. Until the facilities are completed, dedicated, and accepted in accordance with this Contract, all such facilities remain the property of and responsibility of Applicant. Applicant bears the risk of loss for the facilities prior to dedication and acceptance and neither RWU, nor the Commission, nor the City of Rogers shall have any liability for any such loss.

26. **No Assignment of Rights or Delegation of Duties**. Applicant shall not assign its rights under this Contract without the express written permission of RWU. Nor shall Applicant delegate its duties under this Contract without the express written permission of RWU. Any Assignment or Delegation of this Contract made without RWU's consent is void and of no effect. RWU may require information and assurances that any proposed assignee or delegate shall perform Applicant's obligations under this Agreement.

27. **Choice of Law and Venue**. This Contract shall be governed by the laws of the State of Arkansas without regard to its principles of conflict of laws. Venue for any litigation

concerning this Contract shall lie exclusively in the state or federal courts embracing Benton County, Arkansas, unless another venue is specified by law.

28. **No Obligation of Indemnity by RWU; Tort Immunity Not Waived**. The parties hereto agree that RWU has no obligation of indemnity of any type (whether contractual, equitable, or otherwise denominated) to Applicant under this Contract. Nothing in the Contract shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to RWU, the Rogers Waterworks and Sewer Commission, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.

29. **Notices**. Any notice or communication required or permitted (other than routine communications regarding plan review, progress of construction, etc. which may be sent by electronic mail) to be given shall be in writing and shall be deemed to have been given (i) when received if personally delivered; (ii) when received if sent by certified mail, return receipt requested, postage prepaid; or (iii) when received if sent by express courier (e.g. FedEx), if receipt is confirmed by the delivery agent, at the following addresses (or such other address as may be designated).

If given to RWU, notice shall be sent to:

Utility Engineer
Rogers Water Utilities
601 South 2nd Street
Rogers, AR 72756

with copies to:

Superintendent
Rogers Water Utilities
601 South 2nd Street
Rogers, AR 72756.

If given to Applicant, notice shall be sent to:

[Insert Notice Address]

30. **Waiver**. Failure of either party hereto to exercise any options herein contained upon breach by the other-shall not constitute a waiver of that party's right to exercise such options upon future breach.

31. **Complete Agreement**. All prior negotiations are merged into this Contract, the written addenda hereto, other written contracts signed by Applicant concerning the subject Development and all written addenda thereto; said written documents shall constitute the entire agreement between

Applicant, on the one hand, and RWU on the other hand. This Agreement shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.

32. **Severability**. If any phrase, clause, sentence or paragraph of this Contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract by their respective authorized representatives.

[signature pages follow]

ROGERS WATER UTILITIES OF THE CITY OF ROGERS, ARKANSAS

By: _____ _____
Brian Sartain, Utility Engineer date

_____("Applicant")

By: _____ _____
date

MBA CONSTRUCTION LLC

Commission previously approved reimbursement of $148,250.00 for sanitary sewer, however the project has experienced significant delays through no fault of the contractor, resulting in cost escalations.
Staff recommends the approval of the revised total reimbursement in the amount of $188,349.70

Champions Road Improvements

1	General Conditions	Quantity	Unit	Total	Subcontractor
	Supervision	4	Weeks	$10,000.00	MBA Construction
	Legal Fees	1	LS	$7,500.00	MBA Construction
	Engineer CA	1	LS	$7,500.00	Crafton Tull
	Sub-Total:			$25,000.00	
2	**Site Development**	**Quantity**	**Unit**	**Total**	**Subcontractor**
	Remove existing 8" PVC & Haul Off Site	570	LF	$14,250.00	Brothers
	Abandon existing Manhole	2	Ea	$3,600.00	Brothers
	4' Dia Manhole (0-6')	2	Ea	$7,400.00	Brothers
	Extra depth Manhole	15	VF	$3,750.00	Brothers
	Street Repairs	1	LS	$2,700.00	Brothers
	12" SDR-26 w/ bedding & backfill	680	LF	$60,860.00	Brothers
	Gravel backfill for Champions	62	TON	$2,046.00	Brothers
	Trench Safety	1	LS	$7,000.00	Brothers
	Bonds	1	LS	$2,000.00	Brothers
	Testing	1	LS	$2,500.00	Brothers
	Site Restoration (excluding golf course)	1	LS	$5,000.00	Brothers
	4' Dia Manhole over existing 8"	3	EA	$12,000.00	Brothers
	Concrete Wall Special Conditions	1	LS	$5,500.00	Brothers
	24" Steel Casing & Spaers Open Cut	50	LF	$15,000.00	Brothers
	Compaction tests at Champions	2	EA	$1,500.00	Terracon
	Sub-Total:			$145,106.00	
2	**Site Development**	**Quantity**	**Unit**	**Total**	**Subcontractor**
	Irrigation & Landscaping to Golf Course (Excluded)	0	EA	$0.00	NIC
	Rock Exclusion (If rock is encountered)	0	EA	$0.00	NIC
	Irrigation Repairs to Uptown Square Only	1	LS	$3,257.40	Grassroots
	Sod Repairs to Uptown Square Only	1	LS	$2,500.00	Grassroots
	Sub-Total:			$5,757.40	
17	**Other**	BUDGET			
	Contigency (not included)	0	LS	$0.00	MBA Construction
	GL Insurance	1	LS	$3,517.27	MBA Construction
	5% profit	1	LS	$8,969.03	MBA Construction
17XXXX	Sub-Total:			$12,486.30	
	TOTAL			**$188,349.70**	

Refer to Qualifications & Assumptions

Brothers Construction, Inc.

PO BOX 1763
VAN BUREN, AR 72957
479-474-5716 F 479-471-9912

ESTIMATE

Name / Address
Uptown Square Sanitary Relocation on Champions ATTN: Daniel Ellis For City of Rogers

Date	Estimate #
2/8/2021	1019

Item	Description	Units	Qty	Cost	Total
1.	Remove existing 8" PVC and haul off site	LF	570	25.00	14,250.00
2.	Abandon existing MH	EA	2	1,800.00	3,600.00
3.	4' DIA MH (0-6')	EA	2	3,700.00	7,400.00
4.	Extra depth MH	VF	15	250.00	3,750.00
5.	Street Repair	LS	1	2,700.00	2,700.00
6.	12" SDR-26 w/ bedding and backfill	LF	680	89.50	60,860.00
7.	Gravel backfill for Champions	TON	62	33.00	2,046.00
8.	Trench safety	LS	1	7,000.00	7,000.00
9.	Bonds	LS	1	2,000.00	2,000.00
10.	Testing	LS	1	2,500.00	2,500.00
11.	Site restoration (not on golf course)	LS	1	5,000.00	5,000.00
12.	4' Dia manhole over existing 8"	EA	3	4,000.00	12,000.00
13.	Concrete wall special conditions	LS	1	5,500.00	5,500.00
14.	24" Steel casing and spacers open cut	LF	50	310.00	15,500.00
	Rock Clause If rock is encounter it will be $300.00 per CY				
	NOTE Irrigation replacement by others and final restoration on golf course properties by others				

Todd Moore

Total $144,106.00

Qualifications & Assumptions

General Information

Plans

Civil Plans created by Crafton Tull dated 8/20/2021.

Schedule & Phasing

Construction will commence only after receiving a fully executed agreement between Rogers Water Utilities & Developer/Owner, and all easement are recorded.

If in the event the agreement is not executed and/or the easements are not recorded by 4/1/2022, MBA reserves the rig to proceed with the work at Champions without incoporating the RWU improvements, and this proposal will be null and void.

No weather delays are included. Weather delays that extend our general conditions will be additional $800 per day paid by RWU to Developer/Owner

Division 01 - General Conditions

Inclusions within lump sum General Conditions:

Personnel to Manage and Supervise Construction
Safety Equipment & Inspections
Progress Cleaning
Traffic Control
General Liability Insurance
Record Drawings

Exclusions - not included within lump sum General Conditions

Preconstruction Survey & Final Site Survey
Payment & Performance Bonds
Tap Fees/Connection Fees
Permit fees
LEED Certifications

Division 02 - Sitework

Demolition

Demolition as shown on Plans

Sitework

Minimum recommendations as outlined in the soils report have been assumed. Additional costs will be assessed If mitigation is required above and beyond what is considered a minimum recommendation.
Scope is limited to areas as defined in Plans.
Sanitary per Civil documents is included
Asphalt is included per Plans & Specs
Temp fencing of any kind is excluded
Construction staking is included
Material testing is excluded

Landscape

Landscape repairs are limited to area East of Champions Rd. All landscaping repairs to Golf Course is excluded.
Irrigation repairs are included to area East of Champions Rd. All irrigation repairs to Gold Course is excluded.

Exclusions - not included within Sitework

Rock excavation. If rock is encoutered, it will be an additional $360 per CY, and additional general conditions for every day
Unforeseen conditions
RWU to provide periodic QC inspections during constructior
Weather delays
Any delays outside Contractor's reasonable control will be additional general conditions costs to paid Contracto
Material costs increases and shortages
SWWP other than inlet protection is excluded

ROGERS WATER UTILITIES

SPECIAL CONTRACT FOR FACILITIES EXTENSIONS

AMENDMENT NO. 1

This document shall amend the agreement entitled "Rogers Water Utilities Special Contract for Facilities Extensions" (attached herein as Exhibit A) between Rogers Water Utilities (hereinafter called the Utility) and Uptown Square Apartments LLC. (hereinafter called Applicant) executed on the _____ day of _____, 20____.

WITNESSETH:

1. Exhibit A shall be modified and amended as follows:

   Paragraph 1

   1. Applicant agrees to furnish all labor and materials and bear the entire cost of constructing the onsite Facilities. However, the Utility will reimburse the Applicant for the *relocation and upgrade of an existing 8" diameter sewer main to a 12" diameter sewer main for approximately 625 linear feet including all appurtenances*. This scope of work to be completed is as depicted on the preliminary layout map prepared by *Crafton Tull & Associates* attached herein as Exhibit B. Final construction plans will be prepared for Utility approval. The reimbursable amount shall not exceed the cost presented by the Applicant of $148,250.00, which is inclusive of any contingencies, and detailed as attached herein as Exhibit C. Any request for reimbursement above this amount shall require a change order approved by the Utility. The Utility will reimburse the Applicant for all actual expenses for the reimbursable scope of work within 30 days of receipt of a reimbursement request, provided that the applicable scope of work has been completed and accepted by the Utility for operation at the time of the request.

2. The following exhibits are attached hereto and are part of this amendment:
   a. Exhibit A - Rogers Water Utilities Special Contract for Facilities Extensions
   b. Exhibit B – Construction Plan
   c. Exhibit C – Cost Estimate

Rogers Water Utilities

Signature:_____

Print Name:___Brian Sartain_____

Title: _____Utility Engineer_____

Date:_____

Applicant: ___Uptown Square Apartments LLC_

Signature:_____

Print Name:_____

Title:_____

Date:_____

EXHIBIT A

ROGERS WATER UTILITIES

SPECIAL CONTRACT FOR

FACILITIES EXTENSIONS

This agreement is made this 2nd day of January, 2019 between the City of Rogers Water Works and Sewer Commission (hereinafter called the Utility) and Uptown Square Apartments LLC (hereinafter called Applicant).

A plan is attached to and incorporated in this agreement, showing water mains, sewer mains and appurtenances thereto (hereinafter called Facilities) which Applicant wishes to have installed to serve the property designated on the plans and to be known as **Uptown Square** in Benton County, Arkansas.

WITNESSETH:

1. Applicant agrees to furnish all labor and materials and bear the entire cost of constructing the on-site Facilities.

2. Applicant shall cause to be prepared detailed plans and specifications for Facilities, which incorporate the Utility's material and installation requirements. No work may be commenced until the plans and specifications are approved by the Utility in writing. After approval, the plans and specifications become a part of this agreement and applicant agrees to perform the work in strict adherence therewith. All plans and specifications shall be prepared under the direct supervision of an Engineer licensed to practice in the State of Arkansas (hereinafter called Engineer). The construction work shall be continuously supervised or inspected by the Engineer or by individuals who are under the Engineer's direct supervision and who are competent to supervise or inspect the work being performed. The Engineer shall submit written inspection reports to the Utility and the Applicant during the process of the construction of the Facilities. Applicant shall hire the Engineer and bear all engineering costs. Nothing herein shall preclude the Utility, at its discretion, from inspecting the work periodically.

3. Applicant shall give notice of Applicant's proposed Facilities by submitting the plans for Facilities which have been approved by the Utility to the appropriate planning agency for review as follows: (1) the City of Rogers Planning Commission if any part of the project is located within the territorial jurisdiction of said Planning Commission; (2) the Benton County Planning Commission if any part of Facilities are to be located outside of the territorial jurisdictions of the Rogers Planning Commission or any other municipality's planning commission; (3) the Rogers City Council if Facilities are to be located outside of the Rogers city limits. Applicant shall not commence construction of facilities prior to review and approval by aforesaid agencies having jurisdiction.

4. In addition to conformance to the Utility's requirements, all plans and specifications for Facilities shall conform to the requirements of the Arkansas Department of Health and any other federal, state,

county, or local government agencies having jurisdiction over any part of the work covered herein, including those agencies having jurisdiction over construction within the right-of-way of public roads, streets and highways. Applicant is responsible for complying with the requirements of aforesaid government agencies and for the submittal of plans and specifications to all such agencies for review, and paying the cost of all fees and other expenses in connection therewith. Applicant shall not commence construction of facilities prior to approval of the plans and specifications by the aforesaid agencies and furnishing the Utility written evidence of such approval. Applicant shall construct Facilities in such manner that will not interfere with any proposed future street, highway and drainage improvements.

5. Applicant shall obtain or cause to be obtained all permits required in connection with the construction of facilities except those permits specifically requiring the Utility be designated as permittee. In which case the Applicant shall prepare and submit to the Utility all documents necessary for such permits. Applicant shall pay the cost of all fees, bonds and other expenses in connection with obtaining permits, shall be responsible for conforming with all provisions thereof, and shall coordinate all post-construction inspections required by the issuer of permits.

6. Streets and easements where the facilities are to be constructed shall be opened up and graded by Applicant to ±0.10 foot of final grade. Property lines adjacent to the location for Facilities shall be staked by applicant prior to commencing construction of Facilities. If rights-of-way not now in existence are required for Facilities, easements thereof, in a form acceptable to the Utility, shall be acquired by the Applicant and conveyed to the City of Rogers, Arkansas for the use and benefit of the Utility. Permanent water service will not be established until applicant has constructed paved streets, drives and/or parking areas adjacent to facilities.

7. **Access fees will be required. The total access fee applicable to this development on Applicant's property is One Hundred Fifty Six Thousand Six Hundred dollars ($156,600.00) based upon 260 living units and 1 commercial lot ($300.00 water & $300.00 sewer) as depicted on the approved plans. The total amount of access fees for this phase of development must be delivered to the Utility before the first service will be established.**

Development impact fees will be required. These fees are based on the size of the meter, which is dependent upon the peak demand of the system. The fee schedule is as follows:

Meter Size	Water Development Impact Fee	Sewer Development Impact Fee
5/8"	$700	$2,200
1"	$1,000	$5,000
1 ½"	$2,000	$10,000
2"	$5,000	$15,000
3"	$10,000	$30,000
4"	$15,000	$45,000

6"	$30,000	$90,000

Development impact fees will be collected at the time each water service is requested.

The above detailed fees do not include the cost of constructing the water service meters. Cost for constructing the meter set will be estimated based on the site conditions and must be delivered to the Utility before the service meter will be constructed.

8. The term Facilities also includes service lines shown on the approved plans.

9. Should Applicant, Applicant's Engineer, or Applicant's utility contractor cause unreasonable amounts of time to be expended by the Utility's personnel, Applicant shall pay to the Utility the sum of $100.00 per day or $40.00 per hour, whichever amount is greater, for each day that a Utility representative inspects Applicant's work hereunder. The hourly rate for Saturday, Sunday, and holidays shall be 150% of the aforesaid rates. Inspections are for the sole benefit of the Utility, and no services are provided for the applicant, either directly or implied. Inspections by the Utility shall not relieve the Applicant of the duty to provide inspection as specified in paragraph 2 hereof. Applicant shall pay to the Utility all other costs for services rendered by the Utility, including, but not limited to, disinfection, collecting and testing samples, performance testing and connections to mains if any of these functions are performed by Utility personnel or if Utility personnel assist the Applicant or its agent.

10. After completion of the construction of facilities, Applicant shall file with the Utility (1) hard copy (paper) and digital (AutoCAD 2010 or earlier compatible version) Record Drawings prepared by the Engineer which depict the Facilities as finally constructed including reference distance to mains, service lines, valves, and other appurtenances from property corners, street right-of-ways, permanent structures or objects in accordance with the Utility's standard practice, and (2) a certificate showing the total construction costs of Facilities, and if requested by the Utility, a copy of invoices for materials used in the construction of facilities. Facilities shall not be accepted by the Utility until such plans, certificates and documents are submitted and approved.

11. Upon completion of the construction of Facilities and acceptance by the Utility, ownership of Facilities shall vest by this agreement in the city of Rogers, Arkansas, for the use of the Utility without the necessity of any other conveyance. Facilities shall become a part of the water distribution system and sewer collection system of the Utility, except as may be specified in addendum hereto. The Utility shall have the rights to connect to and to make extensions from Facilities without payment to or permission of Applicant.

12. This is an agreement for installation of Facilities and is not a contract for water or sewer service. Applicant acknowledges that (1) the furnishing of water and collection of sewer by the Utility are governmental functions and that the Utility does not agree to furnish any specific amount of water or water pressure; (2) water will be delivered only to customers who enter into separate service

contracts with the Utility, but the right to contract, and the type of service to be rendered, shall always be subject to such rules, regulations and policies of the Utility as may be in effect from time to time; and (3) water furnished under such separate service contracts will be supplied to such customers at whatever pressure and quantity available from time to time without liability for damages due to high or low pressure or stoppage of flow.

13. If within one year after acceptance of Facilities by the Utility, any part of Facilities is damaged, or valve boxes or manholes are covered or removed; or if within one year, any part of the Facilities requires relocation, in the opinion of the Utility, due to construction of street, road, highway or drainage improvements, or other structures, Applicant shall after written notice from the Utility, promptly remedy the defects or relocate Facilities to the satisfaction of the Utility. Upon applicant's failure to perform said work in a timely manner, the Utility shall have the option of performing said work at Applicant's expense.

14. Neither the Utility's inspection, acceptance or use of Facilities shall constitute acceptance of any part of Facilities which is defective or not in accordance with the plans and specifications, and if Applicant breaches any provision of this contract with respect to the quality of the work, labor, materials, equipment or performance, whether initial or corrective, the Utility may bring an action of law, or inequity, for damages resulting from said breach at any time following discovery thereof until the expiration of the statute of limitations for written contracts.

15. Applicant designates **Daniel Ellis, PE of Crafton Tull-Civil** as Engineer, who will provide the engineering services described herein.

16. Applicant acknowledges that providing water service from Facilities, or connections thereto, will not be commenced by the Utility prior to Applicant fulfilling all its obligations in strict accordance with the terms of this agreement including the payment of the amounts due to the Utility.

17. All prior negotiations are merged into this agreement and all written addends hereto; said documents shall constitute the entire agreement of the parties.

18.The Utility and applicant acknowledge and agree that the provisions are severable and if any of these provisions shall contravene, or be invalid under the laws of the United States, the State of Arkansas, or any other jurisdiction, such contravention or invalidity shall not invalidate the whole agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations to the parties shall be construed and enforced accordingly.

19. Estimated Total Construction Cost _____

20. Applicant understands and agrees after construction is completed that he must certify to the Utility the total costs of potable water and/or sanitary sewer construction by completing the attached Cost Certification with Acknowledgement and delivering same to the Utility before any water and /or sewer service will be established.

City Of Rogers
Water Works and Sewer Commission

By

Utility Engineer
Title

Attest:

Applicant:

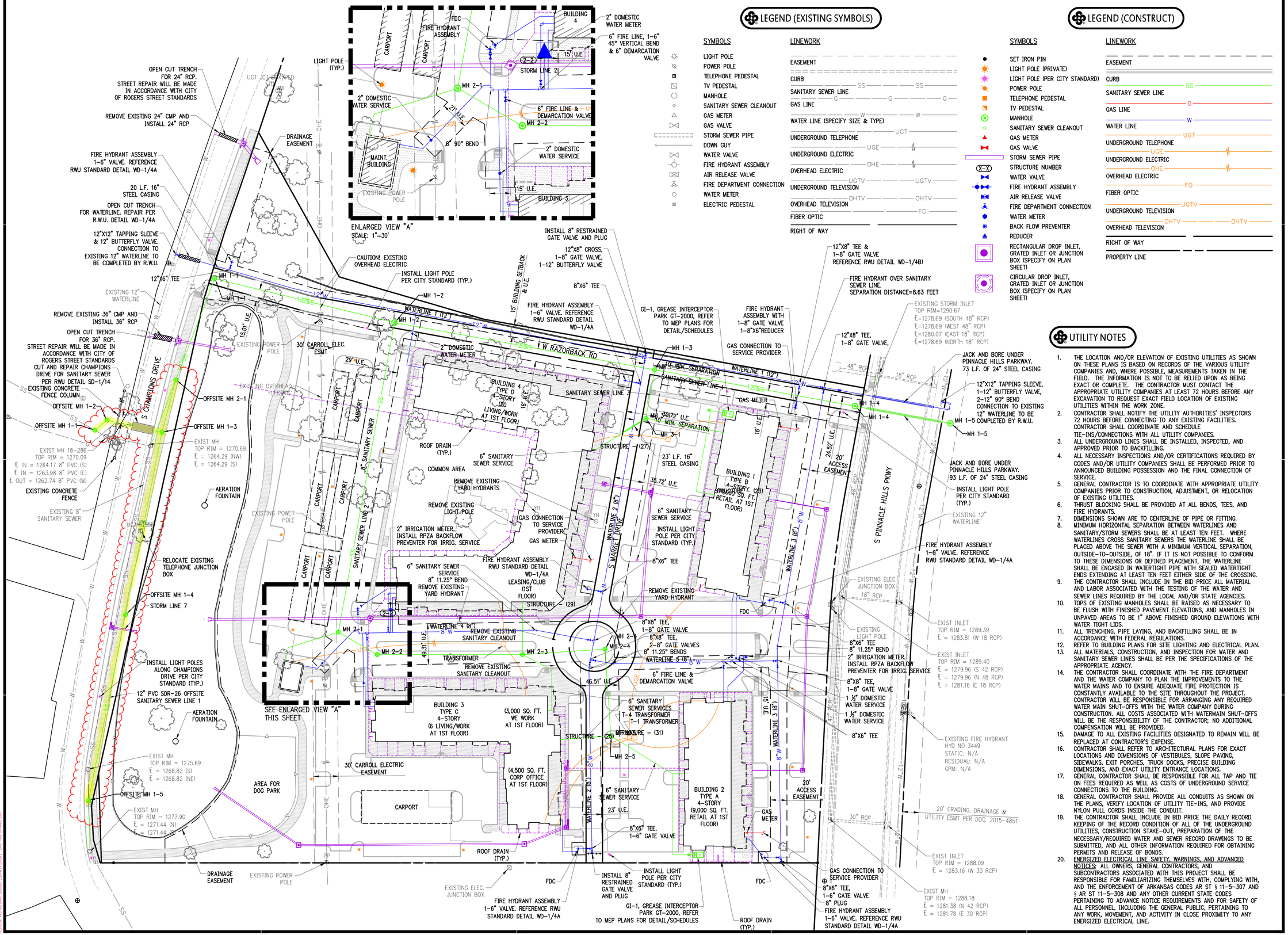
Uptown Square Apartments LLC

By

Steven C. Bodner
Print Name

Member
Title

Attest:



LEGEND (EXISTING SYMBOLS)

SYMBOLS	LINEWORK
LIGHT POLE	EASEMENT
POWER POLE	CURB
TELEPHONE PEDESTAL	SANITARY SEWER LINE
TV PEDESTAL	GAS LINE
MANHOLE	WATER LINE (SPECIFY SIZE & TYPE)
SANITARY SEWER CLEANOUT	UNDERGROUND TELEPHONE
GAS METER	UNDERGROUND ELECTRIC
GAS VALVE	OVERHEAD ELECTRIC
STORM SEWER PIPE	UNDERGROUND TELEVISION
DOWN GUY	OVERHEAD TELEVISION
WATER VALVE	FIBER OPTIC
FIRE HYDRANT ASSEMBLY	RIGHT OF WAY
AIR RELEASE VALVE	
FIRE DEPARTMENT CONNECTION	
WATER METER	
ELECTRIC PEDESTAL	

LEGEND (CONSTRUCT)

SYMBOLS	LINEWORK
SET IRON PIN	EASEMENT
LIGHT POLE (PRIVATE)	CURB
LIGHT POLE (PER CITY STANDARD)	SANITARY SEWER LINE
POWER POLE	GAS LINE
TELEPHONE PEDESTAL	WATER LINE
TV PEDESTAL	UNDERGROUND TELEPHONE
MANHOLE	UNDERGROUND ELECTRIC
SANITARY SEWER CLEANOUT	OVERHEAD ELECTRIC
GAS METER	FIBER OPTIC
GAS VALVE	UNDERGROUND TELEVISION
STORM SEWER PIPE	OVERHEAD TELEVISION
STRUCTURE NUMBER	RIGHT OF WAY
WATER VALVE	PROPERTY LINE
FIRE HYDRANT ASSEMBLY	
AIR RELEASE VALVE	
FIRE DEPARTMENT CONNECTION	
WATER METER	
BACK FLOW PREVENTER	
REDUCER	
RECTANGULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)	
CIRCULAR DROP INLET, GRATED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)	

UTILITY NOTES

1. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF EXISTING UTILITIES WITHIN THE WORK ZONE.
2. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES' INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING FACILITIES. CONTRACTOR SHALL COORDINATE AND SCHEDULE TIE-INS/CONNECTIONS WITH ALL UTILITY COMPANIES.
3. ALL UNDERGROUND LINES SHALL BE INSTALLED, INSPECTED, AND APPROVED PRIOR TO BACKFILLING.
4. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICE.
5. GENERAL CONTRACTOR IS TO COORDINATE WITH APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION, ADJUSTMENT, OR RELOCATION OF EXISTING UTILITIES.
6. THRUST BLOCKING SHALL BE PROVIDED AT ALL BENDS, TEES, AND FIRE HYDRANTS.
7. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
8. MINIMUM HORIZONTAL SEPARATION BETWEEN WATERLINES AND SANITARY/STORM SEWERS SHALL BE AT LEAST TEN FEET. WHERE WATERLINES CROSS SANITARY SEWERS THE WATERLINE SHALL BE PLACED ABOVE THE SEWER WITH A MINIMUM VERTICAL SEPARATION, OUTSIDE-TO-OUTSIDE, OF 18". IF IT IS NOT POSSIBLE TO CONFORM TO THESE DIMENSIONS OR DEFINED PLACEMENT, THE WATERLINE SHALL BE ENCASED IN WATERTIGHT PIPE WITH SEALED WATERTIGHT ENDS EXTENDING AT LEAST TEN FEET EITHER SIDE OF THE CROSSING.
9. THE CONTRACTOR SHALL INCLUDE IN THE BID PRICE ALL MATERIAL AND LABOR ASSOCIATED WITH THE TESTING OF THE WATER AND SEWER LINES REQUIRED BY THE LOCAL AND/OR STATE AGENCIES.
10. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO BE FLUSH WITH FINISHED PAVEMENT ELEVATIONS, AND MANHOLES IN UNPAVED AREAS TO BE 1" ABOVE FINISHED GROUND ELEVATIONS WITH WATER TIGHT LIDS.
11. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL REGULATIONS.
12. REFER TO BUILDING PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.
13. ALL MATERIALS, CONSTRUCTION, AND INSPECTION FOR WATER AND SANITARY SEWER LINES SHALL BE PER THE SPECIFICATIONS OF THE APPROPRIATE AGENCY.
14. THE CONTRACTOR SHALL COORDINATE WITH THE FIRE DEPARTMENT AND THE WATER COMPANY TO PLAN THE IMPROVEMENTS TO THE WATER MAINS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE SITE THROUGHOUT THE PROJECT. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING ANY REQUIRED WATER MAIN SHUT-OFFS WITH THE WATER COMPANY DURING CONSTRUCTION. ALL COSTS ASSOCIATED WITH WATERMAIN SHUT-OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR; NO ADDITIONAL COMPENSATION WILL BE PROVIDED.
15. DAMAGE TO ALL EXISTING FACILITIES DESIGNATED TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
16. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, AND EXACT UTILITY ENTRANCE LOCATIONS.
17. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TAP AND TIE ON FEES REQUIRED AS WELL AS COSTS OF UNDERGROUND SERVICE CONNECTIONS TO THE BUILDING.
18. GENERAL CONTRACTOR SHALL PROVIDE ALL CONDUITS AS SHOWN ON THE PLANS, VERIFY LOCATION OF UTILITY TIE-INS, AND PROVIDE NYLON PULL CORDS INSIDE THE CONDUIT.
19. THE CONTRACTOR SHALL INCLUDE IN BID PRICE THE DAILY RECORD KEEPING OF THE RECORD CONDITION OF ALL OF THE UNDERGROUND UTILITIES, CONSTRUCTION STAKE-OUT, PREPARATION OF THE NECESSARY/REQUIRED WATER AND SEWER RECORD DRAWINGS TO BE SUBMITTED, AND ALL OTHER INFORMATION REQUIRED FOR OBTAINING PERMITS AND RELEASE OF BONDS.
20. ENERGIZED ELECTRICAL LINE SAFETY, WARNINGS, AND ADVANCED NOTICES: ALL OWNERS, GENERAL CONTRACTORS, AND SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH, COMPLYING WITH, AND THE ENFORCEMENT OF ARKANSAS CODES AR ST § 11-5-307 AND § AR ST 11-5-308 AND ANY OTHER CURRENT STATE CODES PERTAINING TO ADVANCE NOTICE REQUIREMENTS AND FOR SAFETY OF ALL PERSONNEL, INCLUDING THE GENERAL PUBLIC, PERTAINING TO ANY WORK, MOVEMENT, AND ACTIVITY IN CLOSE PROXIMITY TO ANY ENERGIZED ELECTRICAL LINE.

901 N. 47th St., Suite 200
Rogers, Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 t 479.631.6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION — CRAFTON, TULL & ASSOCIATES, INC. No. 109 — ARKANSAS ENGINEER

CITY OF ROGERS STAMP

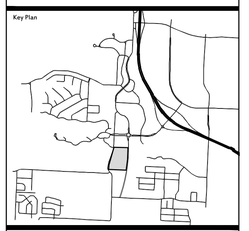
GRAPHIC SCALE IN FEET
50' 0 50'

EXHIBIT B

UPTOWN SQUARE

ROGERS, ARKANSAS

Key Plan



No.	Description	Date
1	SANITARY REVISIONS PER RWU	11/07/2019
2	REVISED SAN. PER ADH COMMENTS	12/17/2019
3	STORM LINE 7	12/17/2020

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 17104800
ISSUE DATE: 03/12/19
CONTACT: D. ELLIS
CHECKED BY:

ISSUED FOR CONSTRUCTION

STATE OF ARKANSAS ★★★ REGISTERED PROFESSIONAL ENGINEER ★★★ No. 11825 DANIEL P. ELLIS

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UTILITY PLAN (COLOR)

C-105 R-3

DRAWING OUTPUT DATE/TIME/LAYOUT/PATH/AUTHOR/XREFS/CTB/STYLE/PLOTTED FILE NAME
PLOTTED BY: MICHAEL KING | 3/12/2019 3:53 PM | P:\2017\17104800\CAD\PLOT\17104800-UTILITY PLAN (COLOR).DWG

Crafton Tull
architecture | engineering | surveying

901 North 47th Street, Suite 400, Rogers, AR 72756
479.636.4838

EXHIBIT C

Quantity Takeoff

For Sanitary Sewer Relocation

SITEWORK

Demolition	Quantity	Unit	Unit Cost	Total
Remove Existing 8" PVC and Haul Off Site	570	L.F.	$25.00	$14,250.00
Abandon Existing MH	2	EACH	$1,800.00	$3,600.00
*Rock Clause - if rock is encountered		C.Y.	$300.00	
Sub-total*				$17,850.00
Restoration				
Site Restoration (not on golf course)	1	LUMP SUM	$5,000.00	$5,000.00
Sub-total				$5,000.00
SITEWORK TOTAL				**$22,850.00**

UTILITIES

Sanitary Sewer				
4' Dia. Manhole Over Existing 8"	3	EACH	$4,000.00	$12,000.00
4' Dia. Manhole (0-6' depth)	3	EACH	$3,500.00	$10,500.00
Extra Depth Manhole	15	V.F.	$250.00	$3,750.00
24" Steel Casing and Spacers Open Cut	50	L.F.	$275.00	$13,750.00
UTILITIES TOTAL				**$40,000.00**

STREETS & PAVING

Pavements				
Street Repair	1	LUMP SUM	$2,500.00	$2,500.00
12" SDR-26 W/ Bedding and Backfill	625	L.F.	$68.00	$42,500.00
Gravel Backfill for Champions	62	TON	$30.00	$1,860.00
Sub-total				$46,860.00
Micellaneous				
Trench Safety	1	LUMP SUM	$7,000.00	$7,000.00
Bonds	1	LUMP SUM	$2,000.00	$2,000.00
Testing	1	LUMP SUM	$2,500.00	$2,500.00
Concrete Walls Special Conditions	1	LUMP SUM	$5,500.00	$5,500.00
Sub-total				$17,000.00
STREETS & PAVING TOTAL				**$63,860.00**

CONSTRUCTION TOTAL	**$126,710.00**
Crafton Tull Engineering Fee - 7%	**$8,869.70**
Contingency Fee - 10%	**$12,671.00**
GRAND TOTAL	**$148,250.70**

RESOLUTION NO. 22-__

A RESOLUTION REQUESTING VACATION OF A CERTAIN PART OF S. 1ST STREET IN THE CITY OF ROGERS, ARKANSAS; AUTHORIZING THE SUPERINTENDENT OF THE ROGERS WATER UTILITIES TO SUBMIT THE REQUEST TO THE CITY OF ROGERS AND TO TAKE ALL NECESSARY ACTIONS TO ACCOMPLISH THE VACATION; AND FOR OTHER PURPOSES.

WHEREAS the Rogers Waterworks and Sewer Commission ("the Commission") has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities ("RWU"), and has full authority to set policies and procedures for RWU in a manner consistent with existing law and public policy; and

WHEREAS RWU is preparing to consolidate multiple parcels at its downtown campus in preparation for the building project known as the Field Operations and Administration Facility Expansion ("the project"); and

WHEREAS a survey revealed an unassessed parcel with an unknown owner, said parcel, lying directly east of RWU's downtown campus, being shown on the attached Exhibit 1 and labeled "unassessed parcel unknown owner remnant of Lot 1 Block 8" ("the parcel") said parcel being used for parking, including parking by RWU employees, and part of the right of way S.1st Street, but not being part of the main thoroughfare of S.1st Street; and

WHEREAS the parcel is needed for construction of the project; and

WHEREAS vacation of the parcel will not impede public use of S.1st Street; and

WHEREAS upon recommendation of the management of RWU, the Commission finds that the parcel, part of the right of way of S. 1st Street, should be vacated in order to better provide for the public welfare, safety, comfort, and convenience of inhabitants of the City of Rogers.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. The Rogers Waterworks and Sewer Commission, being a duly formed and authorized Commission of the City of Rogers, Arkansas, and on behalf of the Rogers Water Utilities, being composed of the Water Department of the City of Rogers, and the Sewer Department of the City of Rogers, hereby requests that the above-referenced part of 1st Street be vacated by the City of Rogers in order to better provide for the public welfare, safety, comfort, and convenience of the inhabitants of the City of Rogers.

Section 2. The Superintendent of the Rogers Water Utilities is hereby authorized to cause this request to be submitted to the appropriate officials of the City of Rogers using the procedures in Section 14-521 of the Code of Ordinances of the City of Rogers, Arkansas (and/or other applicable laws and procedures), and to cause the preparation and submission of all appropriate resolutions, ordinances, and other documents, and to cause all other tasks to be performed necessary to accomplish the vacation of the above-referenced part of S.1st Street.

Section 3. **Severability Provision-** In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 4. Repeal of Conflicting Resolutions- All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 21st day of March 2022.

_____
Michael Watkins, Chairman

ATTEST:

_____
Brent Dobler, Acting Secretary

EXHIBIT 1

to Resolution No. 22-____

RECORD INFORMATION

VICINITY MAP

SEAL

REGISTERED STATE OF ARKANSAS No. 1304 PROFESSIONAL LAND SURVEYOR MARK

LOT COMBINATION
BLOCK 8 & PART OF BLOCK 1
J. WADE SIKES PARK ADDN.
SEC 12, T19N, R30W
ROGERS ARKANSAS

PREPARED FOR:
ROGERS WATER UTILITIES

STATE PLAT CODE:
500-19N-30W-0-12-220-04-1304

DATE: 12/08/2021
PROJECT NO: 21201002
CONTACT: BA MEADOR

Crafton Tull
Architecture | Engineering | Surveying
911 N. 47th St., Suite 400
Rogers, Arkansas 72756
479.631.2048 | 479.631.2067
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

CERTIFICATE OF AUTHORIZATION
CAMDEN LINN ASSOCIATES INC
No. 105

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DELTA | DESCRIPTION | DATE

SHEET NO.: 2 OF 2

STANDARD SOUTH 1/16TH CORNER
SECTION 12
TOWNSHIP 19 NORTH
RANGE 30 WEST
CALCULATED FROM:

PLAT OF J WADE SIKES PARK ADDITION ACCORDING TO BENTON COUNTY PLAT BOOK B, PAGE 20, DATED 04 APR. 1881

W. CHERRY STREET
80 FT. PLATTED R/W

W. CYPRESS STREET
40 FT. PLATTED R/W

PARCEL 02-00294-001
CITY OF ROGERS
DEED DOC NO 080481
FILED 02 JULY 1980

NE CORNER BLOCK 1
J WADE SIKES PARK ADD.
EXISTING 5/8" REBAR @ 1.52' WEST

S86° 47' 37"E 74.86'

S86° 47' 37"E 149.71'

NW CORNER EAST HALF
LOT 2, BLOCK 1
J WADE SIKES PARK ADD.
EXISTING 5/8" REBAR

PARCEL 02-05163-000
SHELTON FAMILY TRUST
DATED MAY 23, 2016
DEED DOC NUM L202137643

PARCEL 02-05165-000
SHELTON FAMILY TRUST
DATED MAY 23, 2016
DEED BK2016 PG29451

PARCEL 02-05166-000
ADC REAL ESTATE/
SBD HOLDINGS 3044
LOT 2A
PLAT P2-129

PARCEL 02-05167-000
ADC REAL ESTATE/
SBD HOLDINGS 3044
LOT 2B
PLAT P2-129

NW CORNER SOUTH HALF
LOT 1, BLOCK 1
J WADE SIKES PARK ADD.

NE CORNER SOUTH HALF
LOT 1, BLOCK 1
J WADE SIKES PARK ADD.
EXISTING 3/4" REBAR

S2° 48' 42"W 75.27'

N2° 39' 31"E 74.83'

ROOF EDGE 0.6' NORTH OF BOUNDARY

ROOF EDGE 0.3' NORTH OF BOUNDARY

S86° 57' 41"E 149.87'

ROOF EDGE 1.5' SOUTH OF BOUNDARY

ROOF EDGE 1.8' SOUTH OF BOUNDARY

S. 1ST STREET
PLATTED R/W
40'

ROOF EDGE OVERHANGS BOUNDARY BY 0.25'

EXISTING 1/2" PIPE FOR REFERENCE 0.7' NORTH OF SW COR. E/2 OF LOT2

SET MAGNAIL WITH WASHER EMBOSSED LS1304 IN RETAINING WALL FOR REFERENCE 5.4' EAST

N2° 46' 42"E 75.27'

12.30'

T19N R30W
T19N R29W

S. 2ND STREET
40 FT. PLATTED R/W

S87° 03' 22"E 149.88'

LOT 2
LOT 3

LOT 1
LOT 4

FENCED AREA IN R/W – 1192 S.F.

NW CORNER LOT 3, BLOCK 1
J WADE SIKES PARK ADD.
EXISTING 5/8" REBAR

CORNER OF LOTS 1, 2, 3 & 4 OF BLOCK 1, J WADE SIKES PARK ADD.
EXISTING 5/8" REBAR

S2° 39' 31"W 288.38'

194.03'

150.06'

150.92'

PARCEL 02-05187-000
& PORTION OF 02-05188-000
BOARD OF COMMISSIONERS, ROGERS WATER WORKS, CITY OF ROGERS
DEED BOOK 395 PAGE 259

REMOVE LINES THIS PLAT

PARCEL 02-05164-000
CITY OF ROGERS
DEED BOOK 212 PAGE 525

SW CORNER BLOCK 1
J WADE SIKES PARK ADD.

W. PECAN STREET
40 FT. PLATTED R/W

LOT 3, BLOCK 1
WEST PECAN STREET – VACATED

PORTION OF PARCEL 02-05186-000
BOARD OF COMMISSIONERS, ROGERS WATER WORKS
VACATING ORDINANCE 18-13
DOC NUM L201822404

LOT 4, BLOCK 1
WEST PECAN STREET – VACATED

SE CORNER BLOCK 1
J WADE SIKES PARK ADD.

PORTION OF PARCEL 02-05184-000
CITY OF ROGERS
VACATING ORDINANCE 18-13
DOC NUM L201822404

FENCE & R/W CROSSING

NW CORNER BLOCK 8
J WADE SIKES PARK ADD.

PORTION OF PARCEL 02-05216-000
CITY OF ROGERS
VACATING ORDINANCE 18-13
DOC NUM L201822404

REMOVE LINES THIS PLAT

WEST PECAN STREET – VACATED
LOT 2, BLOCK 8

PORTION OF PARCEL 02-05214-000
CITY OF ROGERS
VACATING ORDINANCE 18-13
DOC NUM L201822404

REMOVE LINES THIS PLAT

WEST PECAN STREET – VACATED
LOT 1, BLOCK 8

40.00'

34.38'

NE CORNER BLOCK 8
J WADE SIKES PARK ADD.

PORTION OF PARCEL 02-05216-000
CITY OF ROGERS
DEED BOOK 644 PAGE 709

REMOVE LINES THIS PLAT

ARKANSAS MISSOURI RAILROAD

(R&M) 4°45'

50'

PORTION OF PARCEL 02-05214-000
CITY OF ROGERS
DEED BOOK 361 PAGE 329

N2° 42' 26"E 490.18'

75.03'

DEED 644-709
DEED 642-722

LOT 2
LOT 1

125.33'

125.00'

N2° 39' 31"E

S7° 24' 31"W

SUBJECT TO ROAD R/W WITHIN EAST 25FT OF LOT 1, BLOCK 8 PER DEED BOOK 361 PAGE 329

S. 1ST STREET
PLATTED R/W
40'

UNASSESSED PARCEL
UNKNOWN OWNER
REMNANT OF LOT 1,
BLOCK 8

PARCEL 02-05217-000
CITY OF ROGERS
DEED BOOK 642 PAGE 722

DEED 361-329
DEED 394-288

S86° 48' 35"E 10.36'

N2° 39' 31"E 25.00'

LOT 2
LOT 3

LOT 1
LOT 4

PARCEL 02-05218-000
& 02-05219-000
CITY OF ROGERS
DEED RECORD 94 005704

REMOVE LINES THIS PLAT

S. 2ND STREET
40 FT. PLATTED R/W

65.06'

S. 1ST STREET
VARIABLE PLATTED R/W

S10° 48' 29"W 177.68'

REMOVE LINES THIS PLAT

PARCEL 02-05215-000
& PART OF PARCEL
02-05214-000
CITY OF ROGERS
DEED BOOK 394 PAGE 288

LOT 3
LOT 4

136.45'

N2° 39' 31"E 161.21'

UNASSESSED PARCEL
UNKNOWN OWNER
REMNANT OF LOT 1
& LOT 4, BLOCK 8

PARCEL 02-05220-000
CITY OF ROGERS
DEED RECORD 95 009039

65.00'

T19N R30W
T19N R29W

50'

102.00'

48.17'

N88° 36' 07"W 275.17'

125.00'

21.99'

14.76'

40'

W. PINE STREET
40 FT. PLATTED R/W

W. PINE STREET
40 FT. PLATTED R/W

3.18'

SE CORNER BLOCK 8
J WADE SIKES PARK ADD.

S. 2ND STREET
40 FT. PLATTED R/W

POB
SET MAGNAIL W/WASHER
EMBOSSED LS1304
SW CORNER BLOCK 8
J WARD SIKES PARK ADDITION
PLAT BOOK B PAGE 20

ARKANSAS MISSOURI RAILROAD

GRAPHIC SCALE IN FEET
40' 0 40'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF ROGERS CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

THIS SURVEY IS FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED AND ONLY FOR THE PURPOSE FOR WHICH IT IS INTENDED. ANY REUSE OF THIS SURVEY FOR OTHER PURPOSES OR BY OTHER PARTIES WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE SURVEYOR FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. 12/8/2021 7:02:56 AM PLOTTED BY: KALID ON HARD COPY OUT: L:\2021\21201002\SURVEY\DWG\210100240_LOTCOMB2.DWG