



ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA

AUGUST 21, 2023

4:00 PM

AGENDA

CALL TO ORDER:

ACTION ON MINUTES:

1. Approve Minutes from July 24, 2023 Water & Sewer Commission Meeting

REPORTS:

1. Financial Reports - B. Dobler
2. Engineering Reports - B. Sartain
3. Rogers Pollution Control Facility Reports - T. Beaver

OLD BUSINESS:

NEW BUSINESS:

1. Resolution No. 23-18 re Cooperative Purchasing Agreements - B. Dobler
2. Resolution No. 23-19 re Customer Service Operating Policy Updates - B. Dobler
3. Resolution No. 23-20 re Catastrophic Leak Policy - B. Dobler
4. Resolution No. 23-21 re Meters Policy - B. Dobler
5. Resolution No. 23-22 re Requesting City Council Resolution of Intent for RPCF Solids Handling Phase II Project - B. Dobler
6. Resolution No. 23-23 re Flender Gear Reducer for RPCF Treatment Train 4 - T. Beaver
7. Resolution No. 23-24 re Spare Transformer for RPCF - T. Beaver
8. Resolution No. 23-25 re Lamella Screen for RPCF - T. Beaver
9. Resolution No. 23-26 re Signature of Resolutions - B. Dobler
10. Resolution No. 23-27 re Waiving Competitive Bidding for Trench Boxes - J. Lunsford
11. Bid Results - 13th St. Pedestrian Improvements / Poplar & 13th Roundabout - B. Sartain
12. Facilities Extension Agreement for Prairie Creek PUD - B. Sartain
13. Replace Commissioner Surly's Unexpired Term by Appointment of New Commissioner by the Remaining Commissioners. - Water & Sewer Commission

ADJOURN:

Rogers Waterworks and Sewer Commission
July 24, 2023
Minutes

The Rogers Waterworks and Sewer Commission held its regularly scheduled meeting at 4:00 PM, July 24, 2023, in the Rogers Administration Building located at 601 S 2nd Street.

Present were Commissioners Travis Greene, Kathy McClure, Jerry Carmichael, and Chairman Peter Farmer. Rogers Water Utilities staff present were Todd Beaver, Aaron Short, Dana Daniel, Brian Sartain, Jerry Roegner, Debbie Putman, Brent Dobler, Johnny Lunsford, Matt Savell, Mark Landis and Adam Peterson. Also in attendance was Paige Sultemeier. In attendance representing Three Flags Investments, LLC were Bob David and Julie Vaught. Robert Frazier from the Frazier Law Firm was also present.

Chairman Farmer called the meeting to order at 4:00PM.

Chairman Farmer then called for an action on the minutes from the June 19, 2023, Water and Sewer Commission meeting and the amended minutes from the 5/15/23 Commission Meeting. Commissioner McClure made a motion to approve the June 19, 2023 minutes and the amended minutes from the 5/15/23 Commission Meeting. Commissioner Greene seconded. All in favor, motion carried.

Dobler then introduced Bob David, representing Three Flags Investments, LLC for a brief presentation. Mr. David stated that they had previously asked for approval of water and sewer service for approximately 80 acres outside the city limits at the 5/15/23 meeting. Mr. David handed out a presentation to each Commission member. He explained that the City of Rogers is no longer entertaining further annexation requests in this area. His ask today was for the Commission to modify the existing development contract and split it into two separate agreements. One that would provide water service, and another separate agreement that would approve (subject to City Council approval) sanitary sewer service to the 80 acres in question. Robert Frazier informed the Commission of existing policy and expounded upon the existing development agreement on these 80 acres. He reiterated that this agreement is entirely contingent upon annexation by the City of Rogers. Absent this, there is no obligation for RWU to serve this property. RWU is already obligated to serve both water and sewer if this land is ever annexed by the City of Rogers. He also reminded the Commission that legally "No sewer services shall be extended into unincorporated areas lying outside the corporate limits of the City." Absent a change in this existing law, this development agreement cannot be re-written by the Commission. He noted that there has already been a request for the same decision by the Commission at the May meeting. A motion and vote were made in May and at this time the Commission considers this item already decided and will take no further action. Full discussion available on audio.

Chairman Farmer then recognized Brent Dobler for the Financial Reports. He recognized Matt Savell for his efforts in the accounting department while Jennifer was on leave and currently the search for a new controller is underway. Billed revenue in the Water department was up 25.21 from June 2022. Water consumption was up 12.69% year over year. A profit of \$420,000 was reported for June 2023. A profit of \$338,000 was reported for June of 2022. Fiscal YTD collections for impact and access fee revenue for FY23 are \$776,500. This compares to YTD fees of \$958,900 in FY22 and \$1,121,000 in FY21. Year to date profit is more than the prior year and ahead of budget.

The Sewer department billed revenue was up 13.32% from June 2022. Sewer consumption was up 5.22% from June 2022. The Sewer department reported a profit of \$590,000 for June 2023. A profit of \$701,000 was reported for June 2022. Fiscal YTD collections of impact and access fees are \$1,367,100 for 2023. This compares to YTD access and impact fee revenue of \$1,816,200 in FY22 and \$2,340,000 in FY21. Year to date profit is more than the prior year and ahead of budget.

Total restricted and unrestricted funds are \$49 million for June of 2023. This is an overall increase of \$5 million from June 2022. \$7.3 million of the \$49 million total funds are restricted for specific use such as debt service, meter deposits, access and impact fees, and depreciation.

Chairman Farmer then recognized Brian Sartain to go over the June engineering reports. Brian went over a few of the latest plans submitted. He stated that the 13th Street roundabout was out for bid, and we are currently awaiting the return of proposal requests from the dryer equipment manufacturers. The bid for the decommissioning of the Bent Tree and Berry Farm lift stations was received and he will present that later in the meeting. RWU is going to take over project management for this budget year's sewer maintenance contract instead of bidding out to one contractor. This should result in some cost savings for the utility. Commissioner Carmichael stressed that RWU needs to communicate with all residents affected by the Pinnacle sewer expansion project regarding road closings and construction activities. He said that we were looking at some specification changes as well. Brian went on to state that the RPCF structural analysis is complete and there were no surprises. Overall, the plant had a clean bill of health on the structural assets. RWU is still looking for another engineering tech and we are still moving forward with the Cityworks implementation. The Walnut Street Widening project will be bidding next month. Commissioner Greene asked about the specification changes. Brian said that with the addition of low-pressure sewer systems and after looking at some other Cities in the area, RWU will be modifying the way that we receive record drawings from the consulting engineers. This will allow us to directly import these drawings into our GIS system.

Chairman Farmer then recognized Todd Beaver for the RPCF report. RWU has begun a flow measurement study to help verify the measure of flow into the facility. This is required to properly design for new capacity. FOG treatment inspections are on schedule. No other significant information to present.

Chairman Farmer then recognized Johnny Lunsford for the Operations Report. He presented the numbers of work orders for the month. He also presented photos of the water main installation that RWU employees have been doing at Elm and First Streets. Lunsford also presented an article that was in the SWAWWA magazine that he had authored with Garver Engineers. This article was chosen over many others for inclusion to the magazine and details RWU's experience with acoustic leak detection and the significant savings realized by doing so.

Chairman Farmer then recognized Dana Daniel to present Resolution No. 23-13 Employee Policy Manual Revision. Dana noted that this Resolution formalizes attendance and inclement weather policies that were not formally included in our policy. Commissioner Greene made a motion to approve, Commissioner McClure seconded. All in favor 4-0, Resolution passes.

Chairman Farmer then recognized Brent Dobler to present Resolution No. 23-14 Rules of Procedure for Commission Meetings. Dobler noted that this Resolution simply establishes Commission of Rules of Procedure that we did not currently have codified. Commissioner McClure made a motion to approve, Commissioner Greene seconded. All in favor 4-0, Resolution passes.

Chairman Farmer then recognized Johnny Lunsford to present Resolution No. 23-15 Adjusting Meter Assembly Charges. Lunsford explained that due to the increasing cost of meter assembly fittings and pipe, our costs have gone up significantly. Our pricing needs to be changed to cover RWU's costs. The new prices were arrived at by using a six-month average cost for each meter service size. Chairman Farmer asked if this was more expensive if a street cut was required. Lunsford explained that these are separate additional costs, it is mainly the cost of materials. Commissioner Greene made a motion, Commissioner McClure seconded. All in favor 4-0, Resolution passes.

Chairman Farmer then recognized Johnny Lunsford to present Resolution No. 23-16 Waiving Competitive Bidding for Purchase of a Truck for \$41,749.00. Lunsford explained that there is not currently a state bid for the trucks that we currently utilize. A truck was found on a local lot that fits our requirements. Commissioner McClure made a motion to approve, Commissioner Greene seconded. All in favor 4-0, Resolution passes.

Chairman Farmer then recognized Brian Sartain to present Resolution No. 23-17 Authorizing Agreement with City of Rogers re Walnut Street Widening. Sartain explained that this project is finally moving forward. ARDOT has released an agreement that must be signed by the City of Rogers that states that the City will be responsible for paying for the underground utilities. A typical agreement would have split this project up into utility work and street work. This one is combined in the interest of time. ARDOT has estimated the water and sewer cost of this project to be approximately \$3 million dollars. Since this was not budgeted, this agreement allows RWU to reimburse the City for all the applicable utility construction costs. Commissioner Greene asked if RWU is bound to the complete contract price. Sartain responded yes. Sartain explained that the existing utilities are in the right of way, the local utility is responsible for moving the utilities. Commissioner Carmichael stated that the project needs to be done. Commissioner Greene asked when this bid is scheduled. Sartain responded that it is not yet on there until these agreements are formalized. Chairman Farmer asked how current the estimates were. Sartain stated that the estimates were made with information gathered in the last few months, so they should be accurate. Commissioner Greene made a motion to approve, Commissioner McClure seconded. All in favor, Resolution passes 4-0.

Chairman Farmer then recognized Johnny Lunsford to present a motion to approve the purchase of two trench boxes for a total of \$42,411.80 from a cooperative purchasing agreement. These are to replace some older boxes that RWU currently owns. We are working with Risk Reduction to provide more safety training utilizing these new trench boxes. Lunsford asked for approval, Commissioner McClure made a motion, Commissioner Greene seconded. All in favor, motion passed 4-0.

Chairman Farmer then recognized Johnny Lunsford to present a motion to approve the purchase of a new vacuum Excavation truck for \$229,852.72 from a cooperative purchasing agreement. Commissioner Carmichael asked if this item was budgeted, Lunsford replied that yes, it was. Commissioner Greene made a motion to approve, Commissioner McClure seconded. All in favor, motion passed 4-0.

Lunsford went on to the next agenda item, the purchase of new CCTV camera software to utilize with our new CCTV camera hardware for \$62,730 plus any applicable taxes. This purchase is also from a national cooperative purchasing agreement. Commissioner Carmichael asked if this was a recurring charge. Lunsford replied that the price for this software is approximately half of the price of the Cues

software that we are currently phasing out. Commissioner McClure made a motion to approve, Commissioner Carmichael seconded. All in favor, motion passed 4-0.

Chairman Farmer then recognized Brian Sartain to present a motion to accept the low bidder for the Lift Station Decommissioning project at both Bent Tree and Berry Farm lift stations. RWU received two bids on this project. The low bid of \$267,119.28 was from Steep Creek out of Greenbriar MS and Marshall, AR. They appear to be qualified and RWU recommends approval. Commissioner McClure made a motion to accept and award the contract to Steep Creek, LLC, Commissioner Greene seconded. All in favor, motion passes 4-0.

With no further items on the Agenda, Chairman Farmer adjourned the meeting at 5:29 pm.

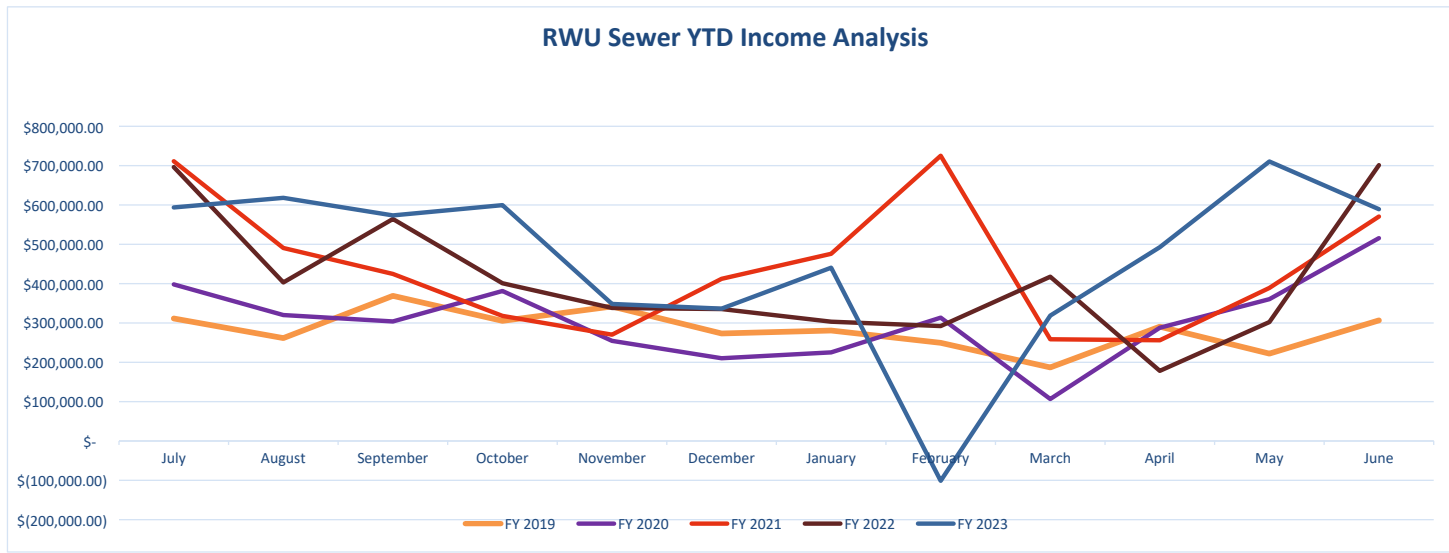
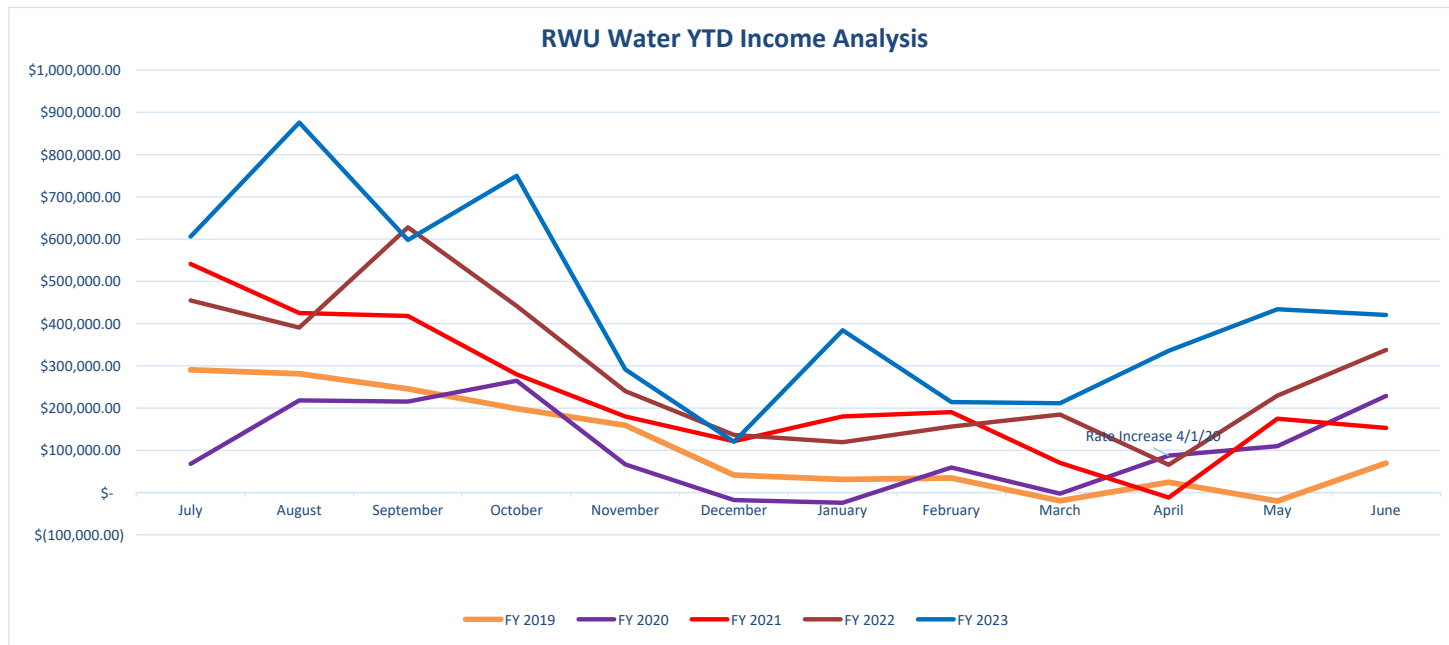
Respectfully submitted,

Brent Dobler, Acting Secretary
File: rwwscmin61923

Rogers Water Utilities

Monthly Income (Loss) comparisons

WATER		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023		
July	\$	290,624.33	\$ 67,942.45	\$ 541,237.37	\$ 454,860.39	\$ 606,058.75		
August	\$	281,270.03	\$ 218,202.22	\$ 425,096.75	\$ 390,617.95	\$ 876,035.33		
September	\$	245,594.35	\$ 215,407.80	\$ 418,050.13	\$ 627,942.89	\$ 598,001.67		
October	\$	198,756.49	\$ 264,699.00	\$ 279,870.37	\$ 441,784.79	\$ 749,926.53		
November	\$	159,271.94	\$ 66,632.11	\$ 180,158.06	\$ 240,127.46	\$ 291,503.08		
December	\$	41,435.70	\$ (17,714.79)	\$ 121,537.90	\$ 136,549.32	\$ 120,180.03		
January	\$	31,081.88	\$ (24,131.21)	\$ 180,239.50	\$ 119,263.06	\$ 384,250.00		
February	\$	34,474.80	\$ 59,398.57	\$ 190,514.70	\$ 156,254.78	\$ 214,287.94		
March	\$	(19,411.36)	\$ (2,521.91)	\$ 70,327.68	\$ 184,685.89	\$ 211,489.19		
April	\$	24,500.39	\$ 87,454.59	\$ (11,743.18)	\$ 65,761.31	\$ 335,697.09		
May	\$	(20,066.58)	\$ 109,845.99	\$ 174,894.19	\$ 229,534.70	\$ 434,038.10		
June	\$	69,833.07	\$ 228,880.37	\$ 153,001.57	\$ 337,611.80	\$ 420,481.00		
YTD Income (Loss)	\$	1,337,365.04	\$ 1,274,095.19	\$ 2,723,185.04	\$ 3,384,994.34	\$ 5,241,948.71	\$ 1,856,954.37	Change From Same Period Last Year
Income (Loss) Before APERS Pension Adjustment	\$	1,337,365.04	\$ 1,274,095.19	\$ 2,723,185.04	\$ 3,384,994.34	\$ 5,241,948.71		
APERS Pension Adjustment	\$	(98,788.44)	\$ (140,186.49)	\$ (180,687.98)	\$ 260,620.21	\$ 302,494.48		
Income per Audited Financial Stmt	\$	1,238,576.60	\$ 1,133,908.70	\$ 2,542,497.06	\$ 3,645,614.55	\$ 5,544,443.19		
Annual Budget	\$	1,185,000.00	\$ 840,000.00	\$ 1,390,000.00	\$ 2,675,000.00	\$ 3,415,000.00		
SEWER		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023		
July	\$	311,400.74	\$ 398,073.34	\$ 711,184.94	\$ 696,353.90	\$ 593,693.29		
August	\$	261,571.66	\$ 320,157.10	\$ 490,628.78	\$ 403,049.30	\$ 618,119.21		
September	\$	368,965.92	\$ 303,886.14	\$ 424,686.61	\$ 564,331.31	\$ 573,458.83		
October	\$	305,380.22	\$ 381,315.31	\$ 318,029.39	\$ 401,011.64	\$ 599,571.85		
November	\$	341,929.24	\$ 254,557.18	\$ 270,245.00	\$ 338,228.02	\$ 348,374.55		
December	\$	273,317.22	\$ 210,337.78	\$ 412,230.13	\$ 335,393.38	\$ 336,457.27		
January	\$	280,808.92	\$ 225,259.50	\$ 475,875.60	\$ 303,246.65	\$ 440,512.11		
February	\$	249,518.51	\$ 313,533.41	\$ 725,106.18	\$ 292,158.17	\$ (101,216.06)		
March	\$	186,994.97	\$ 106,724.51	\$ 258,586.89	\$ 417,621.45	\$ 318,709.84		
April	\$	290,639.28	\$ 287,897.69	\$ 256,048.98	\$ 178,311.71	\$ 492,677.70		
May	\$	222,095.65	\$ 360,527.55	\$ 389,060.34	\$ 302,311.30	\$ 710,512.68		
June	\$	306,611.99	\$ 515,655.80	\$ 570,612.24	\$ 701,261.24	\$ 589,243.57		
YTD Income (Loss)	\$	3,399,234.32	\$ 3,677,925.31	\$ 5,302,295.08	\$ 4,933,278.07	\$ 5,520,114.84	\$ 586,836.77	Change From Same Period Last Year
FY Income (Loss) Before APERS Pension Adjustment	\$	3,399,234.32	\$ 3,677,925.31	\$ 5,302,295.08	\$ 4,933,278.07	\$ 5,520,114.84		
APERS Pension Adjustment	\$	(166,877.96)	\$ (249,434.81)	\$ (289,911.50)	\$ 426,833.24	\$ 471,561.64		
Income per Audited Financial Stmt	\$	3,232,356.36	\$ 3,428,490.50	\$ 5,012,383.58	\$ 5,360,111.31	\$ 5,991,676.48		
Annual Budget	\$	2,865,000.00	\$ 2,470,000.00	\$ 3,025,000.00	\$ 3,960,000.00	\$ 4,620,000.00		



July 24, 2023

To: The Rogers Water and Sewer Commission

From: Matt Savell, Senior Accountant

Re: June 2023 Financial Information

Water Department

- Billed revenue for the month of June 2023 is up 25.21% from June 2022.
- Water consumption is up 12.69% from June 2022.
- The Water Department reported a profit of \$420,500 for June 2023. A profit of \$338,000 was reported for June 2022.
 - Revenues increased by \$131,000. Expenses increased by \$6,000.
- Fiscal year to date collections of access and impact fee revenue for FY 23 are \$776,500. This compares to year-to-date access and impact fee revenue of \$958,900 in FY 22 and \$1,121,000 in FY 21.
- Year to date profit is more than the prior year and ahead of budget.

Sewer Department

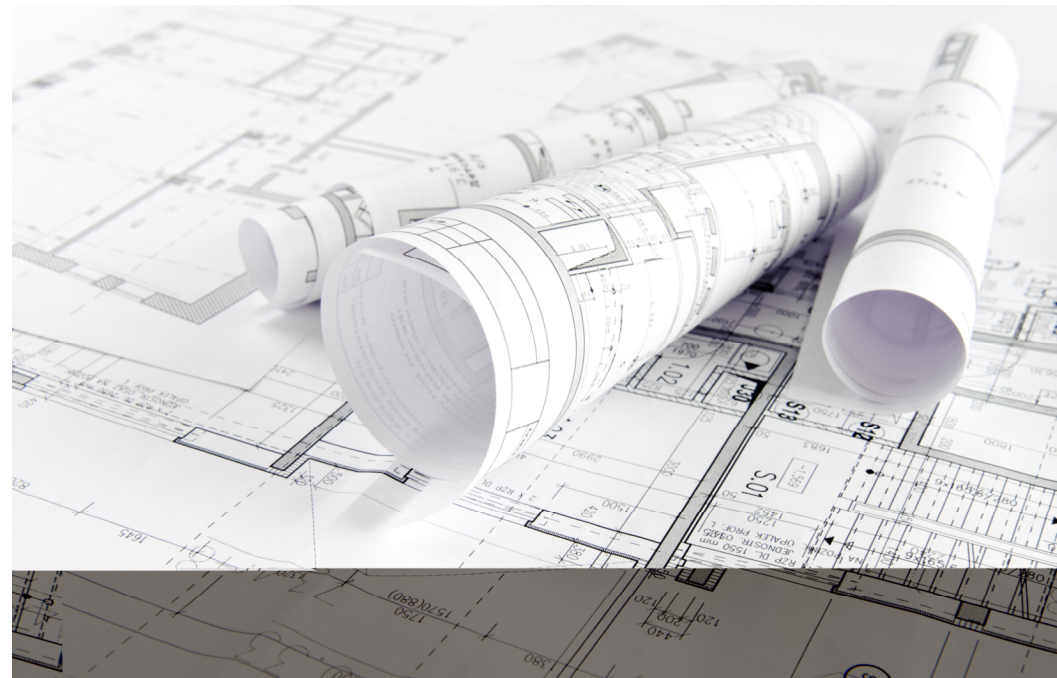
- Billed revenue for the month of June 2023 is up 13.32% from June 2022.
- Sewer consumption is up 5.22% from June 2022.
- The Sewer Department reported a profit of \$590,000 for June 2023. A profit of \$701,000 was reported for June 2022.
 - Revenues decreased by \$33,000. Expenses increased by \$34,000.
- Fiscal year to date collections of access and impact fee revenue for FY 23 are \$1,367,100. This compares to year-to-date access and impact fee revenue of \$1,816,200 in FY 22 and \$2,340,000 in FY 21.
- Year to date profit is more than the prior year and ahead of budget.

Other Financial Reporting Items

- Total restricted and unrestricted funds are \$49 million for June 2023. This is an overall increase of \$5 million from June 2022.
 - Water funds increased by approximately \$3,000,000 and Sewer funds increased by \$5,000,000.
 - \$7.3 million of the \$49 million total funds are restricted for specific use such as debt service, meter deposits, access and impact fees, and depreciation.

Engineering Report

Brian Sartain, Utility Engineer
8/21/23





July Development Plan Review

- 19 Total Plan Reviews (14 Civil, 5 other)

Review Category	Project Name	Submittal #	Date Received	Business Type
<i>CCC Review</i>				
	Team Direct TI- 5509 W Pinnacle Point	1st Review	07-Jul-23	Business
	Forty32 Vet Clinic	2nd Review	07-Jul-23	Veterinary Clinic
	Infosys	1st Review	07-Jul-23	Business
	Horsebarn Office Bldg- Phase 2	2nd Review	07-Jul-23	Business
	Tekilas Bar & Grill	1st Review	14-Jul-23	Business
<i>Civil Review</i>				
	Big Dog Boat & RV Storage	3rd Review	07-Jul-23	Storage Units
	Mercy Temporary Office Trailer	1st Review	07-Jul-23	Business
	Horse Barn 2	2nd Review	11-Jul-23	Professional Offices
	Pinnacle Village Townhouses Ph. 1	1st Rev TR	14-Jul-23	Business
	Saint Vincent de Paul School Expansion	1st Rev TR	14-Jul-23	Business
	2nd Street Commercial Park 2023	2nd Review	14-Jul-23	Warehouse
	First Baptist Church Ph. 5	2nd Review	14-Jul-23	Business
	Mathis Brothers Furniture Store	1st Review	18-Jul-23	Business
	Heights at Magnolia Farms	1st Rev TR	21-Jul-23	Business
	Ritter & Spool	3rd Review	25-Jul-23	Business
	Olive Nature School	3rd Review	25-Jul-23	Business
	CarMax	1st Review	25-Jul-23	Auto Dealer
	Ritter & Spool	4th Review	26-Jul-23	Business
	Drop Yard NWA	2nd Review	27-Jul-23	Business



Project Status

Status Change
Currently on Hold

Pre-Design / Concept (2)

- RPCF Capacity Improvement Project
- Water Transmission Corridor / Emergency Conn Study

In Design (14)

- RPCF Solids Handling Facility, Ph. II
- Hwy 112 Lift Station
- Sanitary Sewer Improvements – Chateau Dr. to 24th
- Arkansas St. (Chestnut to Union)
- Walnut St. Widening (8th to Dixieland)
- W. Poplar St. (7th to 1st)
- 4th St. Water & Sewer Replacements – Olrich to Oak
- 7th St. & Will Rogers Water & Sewer Replacement
- Hwy 12 E Waterline Replacement
- Blossom Way Sewer Improvements
- Blossom Way Trib 2 Sewer Improvements
- S. 28th Place
- N. 2nd St. Streetscape & Overlay (Downtown)
- S. 3rd St. Reconstruction (Downtown)

Out to Bid (1)

- RPCF Solids Handling Facility, Ph. II (Dryer Equip. RFP)

Bids Received (1)

- Poplar & 13th St. Roundabout / 13th St. Pedestrian Imp.

Under Construction (11)

- Pinnacle & Champions Sewer Improvements
- E. Pine St.
- Centennial Park
- Mt. Hebron & Garrett Rd. Improvements
- JB Hunt Dr.
- Uptown & Oak St. Overpasses
- Banz Addition Sewer Replacement
- Mills Sewer/ 2nd St. Water & Sewer / Saltgrass Waterline
- 2023 Misc. Waterline Replacements
- Sewer Repairs (Blossom Way, 24th & Olive, Dixieland & Town West)
- Bent Tree & Berry Farm Lift Station Decommissioning
- Arkansas St. (North of Chestnut)

Completed (1)

- RWU Materials Storage Improvements



Administrative / Notable Events

- Staffing
 - Two Vacancies - Seeking applicants for Design Technician and Senior Engineering Technician
- Cityworks / GIS
 - Training Dates set for utility-wide training in October / Go-Live in late October / November
- Upcoming
 - Walnut St. advertising for bid in August / early September
 - Receipt of Proposals for Dryer Equipment Tuesday, August 22nd

Rogers Pollution Control DMR Summary

2023

	Limits	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Phosphorus Mo Avg lbs/day	117	8.19	15.75	20.73	7.61	16.50	10.46	8.93					
Phosphorus 30 Day Mo Avg mg/l	1	0.10	0.15	0.15	0.10	0.22	0.15	0.14					
Phosphorus Max 7 day Avg mg/l	2	0.16	0.23	0.15	0.31	0.37	0.20	0.17					
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751					125.2	65.1	67.0					
Total Suspended Solids Mo Avg	15					1.7	0.9	1.1					
Total Suspended Solids 7 day Avg	23					2.5	1.1	1.3					
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	132.6	456.5	395.8	77.4								
Total Suspended Solids Mo Avg	20	1.7	4.2	4.2	1.1								
Total Suspended Solids 7 day Avg	30	2.5	7.4	4.2	11.2								
April	Limits												
Ammonia lbs/day Mo Avg	234				<18.50								
Ammonia Mo Avg mg/l	2.0				<.25								
Ammonia max 7 day Avg mg/l	4.5				<.27								
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175					<18.42	<18.02	<15.56					
Ammonia Mo Avg mg/l	1.5					<.25	<.25	<.25					
Ammonia max 7 day Avg mg/l	2.3					<.26	<.25	<.25					
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	<20.42	<32.44	<42.68									
Ammonia Mo Avg mg/l	3.0	<.26	<.31	<.31									
Ammonia max 7 day Avg mg/l	4.5	<.29	<.34	<.54									
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168					107.2	123.4	61.0					
CBOD Mo Avg mg/l	10					1.40	1.80	1.00					
CBOD Max 7 day Avg. mg/l	15					1.70	1.40	1.20					
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	<202.6	<389.2	<296.9	<123.6								
CBOD Mo Avg mg/l	15	<2.5	<3.6	<2.4	<4.1								
CBOD Max 7 day Avg. mg/l	23	<3.3	<4.9	<2.6	<1.6								



Monthly Summary of Industrial Pretreatment Activities July 2023

# of industrial control monitoring activities:	Tyson of Rogers, Tyson Chicken Quick
Industries control monitored:	2
# of self monitoring reports processed:	10
# of industrial inspection activities:	2
Industries inspected:	Southeast Poultry
# of short site visits:	0
Industries visited:	n/a
# of Notices of Violation:	0
Notices of Violation:	n/a

Surcharges June 2023 issued in July 2023

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	4.111312	41.3	0.00	606.4	1,811.43	102.69	2,104.67	11.87	1,370.83	5,286.93
SE Poultry	2.416010	179.5	0.00	559.7	942.29	12.30	0.00	9.38	551.10	1,493.39
Tyson CNQ	5.249160	130.0	0.00	386.3	1,059.97	2.18	0.00	4.51	112.97	1,172.94
Tyson of Rogers	4.842733	63.3	0.00	569.0	1,937.43	144.8	3,668.28	5.78	364.80	5,970.51
WestRock	0.058287	13.7	0.00	675.0	30.02	6.25	0.00	0.20	0.00	30.02
Glad	0.807794	230.0	28.30	306.0	92.84	n/a	0.00	5.00	34.22	155.36
Sum \$										14,109.15

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 amount surcharged for results submitted during the 2022 – 2023 budget year is \$130,893.53 (User data submitted for twelve months). The previous budget year's total was \$109,845.42.

The Influent and Effluent were sampled for metals, low level mercury, cyanide and phenolics during the middle part of July. This type of testing takes place once per quarter, except for priority pollutants, which is usually only sampled for once per year. No cyanide was detected this time. Mercury was very low in the influent and not detected in the effluent. Other metals and phenolics were nominal.

Southeast Poultry was inspected and details of the inspection include:

- SEP is not processing white meat/front halves currently, but the four cone lines for white meat are still out on the floor.
- Dark meat production was about the same as last year at 800,000 to 900,000 pounds/week. However, it did decrease for a while earlier this year.

- Some meat goes through a chipotle marinade process that does not contain sugar. A vacuum tumbler and bagging tower are used for this process. About a third of the meat goes through the marinade process.
- Peracetic acid (PAA) is used to fight bacteria contamination. PAA is diluted from about a 22% concentration using digital dosing systems. Dosing system numbers are calibrated by titration checks at the actual immersion tanks. The concentration is diluted to the 1150 – 1250 ppm range.
- Most waste chicken is placed in totes and stored in refrigerated trailers that will be trucked to pet food facilities. Otherwise, the waste material is dumped into an open offal trailer which is kept inside until hauled off. This best management practice reduces odors.

Report prepared by Paul Burns, Pretreatment Coordinator



FOG Inspection Report Monthly Summary for July 2023

- 56 known FSE's were pumped in July. A list of serviced establishments can be generated upon request.
- I inspected an existing oil water separator that will be used as a grease interceptor for K1 Speedway, an indoor go cart track.
- 4 new grease interceptors have been installed for a new multi-use area. Only one interceptor has a known future tenant.
- Dickey's BBQ has a new owner. I was able to speak with them about our FOG program and everything that would be required.
- I continue to drop off FOG Posters to all the FSE's I inspect.
- I inspected 13 of the 23 public schools. The rest of the schools will be inspected in August.
- I attended the 38th Region VI Pretreatment Association Workshop in Denton Tx. Below is a list of sessions I attended:
 - Pretreatment toolbox
 - Tour of Denton's water reclamation plant and landfill facility
 - Environmental and Climate Justice
 - Updates of Federal Pretreatment Issues
 - PFAS
 - Technically Based Local Limit and Development with an example worksheet
 - Industrial User Enforcement Panel
 - When Surcharge Limits are not Enough
 - Communicating with Industrial Users and Politicians
- Paul Burns and I conducted an annual industrial inspection at Southeast Poultry.
- The third quarterly sampling was collected in the middle of July. The tests included influent and effluent metals, low level mercury, cyanide and phenolics.
- 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.

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

Pollution Control Facility Significant Events

July 2023

1. Flow study continued for the Headworks capacity project with Freese Nichols. Drone survey also completed by subcontractor Crafton and Tull.
2. Sent two operators to class for training.
3. We treated 288 MG in July. $31 \times 8.5 \text{ MGD} = 263.5 \text{ MG}$. That means we treated approximately 24.5 MG from I and I. These flows included 5.49" of rain over 8 events. The historical average rainfall for July is 4.17".

RESOLUTION NO. 23-18

A RESOLUTION APPROVING THE PURCHASE OF GOODS AND SERVICES THROUGH CERTAIN COOPERATIVE PURCHASING PROGRAMS; WAIVING REQUIREMENTS OF COMPETITIVE BIDDING FOR SUCH PURCHASES; 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 Ark Code. Ann. § 14-58-104 (20), allows RWU to purchase goods and services through the competitive bidding and procurement procedures used by the United States Government or one of its agencies; another state; or an association of governments or governmental agencies, including associations of governments or governmental agencies below the state level (“cooperative purchasing programs”) if the Commission approves by Resolution the bidding or procurement procedures used by the government, government agency, state, or cooperative purchasing program; and

WHEREAS the Commission believes that RWU may, in some cases, realize savings and material economic value by purchasing certain goods and services through certain cooperative purchasing programs rather than conducting its own procurement process and expending the time, energy, and effort (and incurring expenses) attendant to such a process.

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 (the Commission”) hereby approves the purchase of goods and services through competitive bidding or procurement procedures used by the following cooperative purchasing programs:

1. Sourcewell Cooperative Purchasing Program (Minnesota)
2. The Interlocal Purchasing system (TIPS/TAPS) (Texas)

3. Houston-Galveston Area Council (HGAC BUY) (Texas)

Section 2. The requirements of competitive bidding for purchases made through the above referenced programs are hereby waived. This waiver shall continue until revoked. All previous purchases through such cooperative purchasing programs are hereby ratified.

Section 3. Whenever the Commission authorizes the expenditure for a specific purchase from a cooperative purchasing program approved by the Commission, the Superintendent of the Rogers Water Utilities (“RWU”), or his designated representative, is authorized, but not directed, to execute any purchase orders and other contract documents necessary to complete the purchase, consistent with the authority given under this Resolution, the final form and content of any purchase order or other contract document to be approved by the Superintendent of RWU, his approval being evidenced by his signature thereon, or by the signature of his designated representative.

Section 4. This Resolution authorizes, but does not require, purchasing goods and services through the above-referenced cooperative purchasing programs. RWU remains authorized to conduct its own procurement process for any needed goods and services whenever in the judgment of RWU management, the best interests of RWU are served thereby. In connection therewith, the management of RWU remains authorized to prepare and publish any necessary invitations for bid, requests for proposals, requests for qualifications, or other documents needed for any procurement.

Section 5. RWU shall comply with all other Arkansas laws regarding procurement by public entities, including, without limitation, prohibitions on contracting with certain firms as stated in Ark. Code. Ann. § 25-1-503 and Ark. Code. Ann. § 25-1-1002. RWU shall not use a contract obtained through a cooperative purchasing program when doing so would violate applicable provisions of Arkansas law.

Section 6. 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 7. 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 August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

RESOLUTION NO. 23-19

A RESOLUTION APPROVING STATEMENTS OF POLICY REGARDING CUSTOMER ACCOUNTS; 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 publish certain statements of policy regarding customer accounts to provide customers with easier access to such policies; and

WHEREAS a document containing proposed policy statements is attached hereto as Exhibit 1. for consideration by the Commission.

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

Section 1. The policy statements attached hereto as Exhibit 1. are approved and adopted for use by RWU. The management of RWU is authorized to publish the policy statements and, in connection therewith, to correct typographical and other errors and make further revisions necessary to accurately state RWU policies. Said policies constitute “rules, regulations, and procedures” of the Commission and RWU as those terms are used in the Rogers Water Utilities Customer Service Agreement.

Section 2. Nothing in Exhibit 1., and nothing herein, shall be construed as creating any rights in any person which are not consistent with the applicable ordinances of the City of Rogers, Arkansas, the Resolutions and Orders of the Commission, and the rules, regulations, and procedures of the Commission and Rogers Water Utilities.

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 only to the extent such resolution or part of resolution directly conflicts with the provisions of this Resolution. All previous resolutions or parts of resolutions establishing or setting rules, regulations, procedures, policies, rates, charges, fees, costs, and deposits (etc.) remain in full force and effect except to the extent such rules, regulations, procedures, policies, rates, charges, fees, costs, and deposits, have been specifically amended as set forth herein above. No other existing rule, regulation, procedure, policy, rate, charge, fee, costs, or deposit (etc.) is amended except for those specifically amended as set forth herein above and all such other rules, regulations, procedures, policies, rates, charges, fees, costs, or deposits (etc.) remain in full force and effect.

PASSED AND APPROVED this 21st day of August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

EXHIBIT 1



Operating Policies

Reconnects / Payment Agreements/Payment Plans / NSF /Meter Tampering/ Customer Text and Phone Messages

OVERVIEW:

- Reconnects:** If service has been turned off due to past due balance, RWU will reconnect service after the past due balance has been paid and the account is brought current. Note, that it might take up to 48 hours to reconnect service.
- Agreements:** Upon customer request, RWU may, at its discretion, permit the customer to enter into a payment agreement/payment plan, if a bill is past due. If a payment agreement/payment plan has been made and the customer fails to make the payment in accordance with the payment agreement/payment plan (e.g. customer fails to pay amount due and/or fails to pay by due date), service will be disconnected, and a \$40 fee will be added to the account. Note: If a customer has three (3) failed payment agreements/payment plans in a row, RWU will not permit the customer to enter into another payment agreement/payment plan within a year of the last failed agreement/plan.
- NSF's:** If the bank declines a payment and it is returned to RWU, a NSF fee of \$35 will be charged to the customer's account and payment is due immediately to avoid disconnection and an additional \$40 fee will be added if customer fails to make payment. Note: If customer has three (3) NSF's in a row, RWU will cancel and/or block web and check payments.
-

Late Fees/Disconnect: 10% penalty, assessed 1 day after due date.
\$11 assessed 1 week after 10% penalty.

Assessed 1 week after late notice when account is subject to Disconnection.

Applicable service fees must be paid before service is restored. Any deposit cannot be used to restore service but is only applied when account is closed. Other events that may result in disconnection would be evasion of payment and other events as stated in the Rogers Water Utilities Customer Service Agreement.

Special Payment Agreements: A special payment agreement may be granted, at RWU's discretion, to a customer under special circumstances, such as a high bill due to high consumption because of a water line break. A payment plan could be offered once the leak is repaired.

The customer would need to pay at least half of the high bill amount and commit to a monthly payment (completed in 6 months or less as approved by RWU) towards the remaining balance which will be due every month along with the amount of the current bill on the regular billing due date. If the customer fails to make a special payment on time plus timely payment of the regular bill, service will be disconnected, and an additional \$40 fee will be added to the account.

NSF (Non-Sufficient Funds): When a payment is returned due to NSF, a \$35 fee will be charged to the customer account. A customer service representative (CSR) will need to prepare a payment agreement under which the payment will (normally) be due on the week for which that account cycle is due for disconnection. The CSR will mail a letter to the customer to make the customer aware of the returned payment and additional \$35 fee, as well as when the past due amount must be paid to avoid disconnect and a \$40 additional fee.

All NSF items will be entered on the customer's account. A letter will be generated on the printer in the office stating the amount of the returned item and charging the \$35.00 returned item fee. This will be mailed as soon as possible in accordance with RWU's regular business practices. The \$40.00 reconnect fee will be charged to the customer if not paid by 4:30 P.M. on Wednesday prior to shut off the next day. The cards will be in the NSF folder, and if the customer does not pay by the NEXT shut off day, then they will go out with the regular disconnects.

Reconnects: If the amount necessary is paid to resume service before 4:30 pm on a weekday, RWU will restore service in accordance with its regular business practices (it may take up to 48 hours to reconnect service). Any payments made on weekends or after 4:30 pm on weekdays will be reconnected the next business day. RWU restores service on a first-come first-service basis, so RWU is unable to provide an exact time for reconnection. It is the customer's responsibility to make sure all faucets are off prior to reconnection. RWU may, at its discretion, not restore service if it is aware of faucets that have been left on while service was disconnected. However, RWU assumes no duty to check for open faucets or take other action to protect customer property prior to reconnection. RWU is not responsible for damage to customer property that occurs from reconnection including, without limitation, damages from faucets that were left on during disconnection.

*Service technicians will not accept payments, please contact Rogers Water's administrative office during regular business hours, call (877) 469-2524, or visit www.rwu.org to make a payment.

Unlawful Tampering: Any person other than an authorized employee of Rogers Water Utilities, who moves, removes, relocates or otherwise tampers with a water meter owned by the City of Rogers Water Utilities, will have the meter confiscated, and will be billed for a tampering fee. This includes breaking or defacing the meter and/or any attachments, preventing or retarding the action of a metering device, transferring a metering device from one location to another without authorization from RWU, using a metering device belonging to RWU that has not been assigned to the person's/entity location and which has not been installed by RWU, or any other means of tampering with or bypassing a metering device in order to prevent RWU from recording and billing for the amount of water used. Any person(s) tampering in the meter box by installing a jumper or any device that is not a meter owned by Rogers

Water Utilities will be charged a tampering fee plus an estimated fee for water and sewer usage. The water and sewer fee will be calculated by using average customer consumption for the previous three months as calculated on our read day's analysis report. Any customer shut off for non-payment that turns their meter back on without approval will be charged a tampering fee. The current charge for confiscating or tampering is \$100.00 (residential) and \$500 (commercial)(Resolution #22-27). Civil penalties may also apply.

Customer Disconnection Text/Phone Message

RWU may send out a courtesy text message or phone message in the event a disconnection is planned. Here is an example message (English and Spanish versions):

This is Rogers Water Utilities. Your water service at 1234 Any Street is scheduled to be shut off for nonpayment on Thursday, September 30th. Please pay your past due amount of \$100.89 at our office, over the phone at 1-877-469-2524, or online at www.rwu.org. Thank you.

Este mensaje es de Rogers Water Utilities. Su servicio de agua en 1234 Any Street sera desconectado por falta de pago el Jueves 30 de septiembre. Por favor pague su monto vencido de \$100.89 inmediatamente en nuestra oficina, por telefono al 1-877-469-2524, o en linea en www.rwu.org. Gracias.

Date changes based on Cycle Billing Information entered by Office. The automated text or phone message takes place a week and a half later after information is entered in Billing, so the final shut off date would be in the system at that time.

RWU shall have no liability for failing to send out a text or phone message prior to disconnection. Messages are sent solely as a courtesy to customers.

Customer High Than Average Usage Text/Phone Message

RWU may send out a text message or phone message in the event of a higher than average meter reading:

Here is an example message (English and Spanish versions):

This is a courtesy message from Rogers Water Utilities. The latest read of the meter, for your address indicates higher than average consumption. If you are aware of what might have caused this, please disregard this message. If not, please visit our website at <https://www.rwu.org/tips> for a list of some of the more common causes of a higher than normal water bill.

Mensaje importante de Rogers Water Utilities. La ultima vez que tomamos la lectura del medidor de agua, indica consumo mas alto de lo normal. Si usted sabe la razon porque su consumo de agua, aumento ignore este mensaje. Si usted no sabe la razon porque su consumo de agua, aumento favor de visitar nuestra pagina de internet <https://www.rwu.org/tips> donde encontrara una lista de las causas mas comunes del porque esta usando mas agua de lo normal.

RWU shall have no liability for failing to send out a text or phone message in the event of higher than average usage. Messages, when sent, are sent solely as a courtesy to customers. RWU assumes no duty to send any such messages. A customer remains fully responsible for the cost of water passing through the customer's meter regardless of whether a message has been sent. RWU assumes no duty to warn customers of potential leaks. RWU is not liable for any damage to customer property caused by a water leak.

RESOLUTION NO. 23-20

A RESOLUTION APPROVING STATEMENTS OF POLICY REGARDING CATASTROPHIC WATER LEAKS; 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 publish certain statements of policy regarding catastrophic water leakss to provide customers with easier access to such policies; and

WHEREAS a document containing proposed policy statements is attached hereto as Exhibit 1. for consideration by the Commission.

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

Section 1. The policy statements attached hereto as Exhibit 1. are approved and adopted for use by RWU. The management of RWU is authorized to publish the policy statements and, in connection therewith, to correct typographical and other errors and make further revisions necessary to accurately state RWU policies. Said policies constitute “rules, regulations, and procedures” of the Commission and RWU as those terms are used in the Rogers Water Utilities Customer Service Agreement.

Section 2. Nothing in Exhibit 1., and nothing herein, shall be construed as creating any rights in any person which are not consistent with the applicable ordinances of the City of Rogers, Arkansas, the Resolutions and Orders of the Commission, and the rules, regulations, and procedures of the Commission and Rogers Water Utilities.

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 only to the extent such resolution or part of resolution directly conflicts with the provisions of this Resolution. All previous resolutions or parts of resolutions establishing or setting rules, regulations, procedures, policies, rates, charges, fees, costs, and deposits (etc.) remain in full force and effect except to the extent such rules, regulations, procedures, policies, rates, charges, fees, costs, and deposits, have been specifically amended as set forth herein above. No other existing rule, regulation, procedure, policy, rate, charge, fee, costs, or deposit (etc.) is amended except for those specifically amended as set forth herein above and all such other rules, regulations, procedures, policies, rates, charges, fees, costs, or deposits (etc.) remain in full force and effect.

PASSED AND APPROVED this 21st day of August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

EXHIBIT 1



Operating Policies

Catastrophic Water Leak

OVERVIEW:

- Sewer Adjustment:** The portion of water that passes through a meter but not into the waste plumbing may be considered for a water bill adjustment on the sewer portion only.
- Water Adjustment:** Upon determination by Rogers Water Utilities that a water leak did exist, the water portion of the monthly bill may be adjusted.
-

Catastrophic Water Leak Policy:

Neither Rogers Water Utilities nor the City of Rogers shall be liable for any damages or injury whatsoever resulting from water that has passed through any customer water meter. Water that has passed through a Rogers water meter is deemed to belong to the customer in whose name the meter is in currently. Customers are responsible to keep their plumbing in good working order, free from leaks.

RWU may send the following courtesy message to customers in the event of an above average meter reading, but is under no obligation to do so.

“This is a courtesy message from Rogers Water Utilities. The latest read of the meter, for your address indicates higher than average consumption. If you are aware of what might have caused this, please disregard this message. If not, please visit our website at <https://www.rwu.org/tips> for a list of some of the more common causes of a higher than normal water bill.”

Sewer Bill Adjustment for Water Leaks:

The portion of water that passes through a meter but not into the waste plumbing may be considered for a water bill adjustment on the sewer portion only. This exemption does not apply to normal outside usage. Proof of a water leak shall consist of one or more “high water usage” billing periods, followed by a return to “normal” water consumption billing period. The average consumption of the previous six billings or other representative period will be used to calculate and adjustment to the sewer charges portion of the bill. If there is no consumption data on which to base an average bill, the default bill will be based on 100 gallons per capita per day.

Water Bill Adjustment for Water Leaks:

Under some conditions, as detailed below, Rogers Water Utilities may adjust the charge for water consumption. Water bill adjustments must be specifically requested by the customer. Water bill adjustments are limited to those customers that are residential, metered separately only. All other customers are considered to be commercial in nature, for purposes of this procedure. Water bill adjustments to irrigation accounts must be approved by a utility supervisor.

In general, the presence of a water leak must be verifiable (i.e., at least one month of abnormally high usage, followed by at least one month of normal consumption).

Upon determination by Rogers Water Utilities that a water leak did exist, the water portion of the monthly bill may be adjusted as follows:

First fifty thousand gallons will be billed at the regular rate.

All consumption over fifty thousand gallons in one month will be billed at the lowest block rate for inside the City of Rogers for up to 90 days to fix leak.

Any exceptions to this procedure must be approved by the RWU Utility Superintendent or the Rogers Waterworks and Sewer Commission.

RESOLUTION NO. 23-21

A RESOLUTION APPROVING STATEMENTS OF POLICY REGARDING METERS; 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 publish certain statements of policy regarding meters to provide customers with easier access to such policies; and

WHEREAS a document containing proposed policy statements is attached hereto as Exhibit 1. for consideration by the Commission.

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

Section 1. The policy statements attached hereto as Exhibit 1. are approved and adopted for use by RWU. The management of RWU is authorized to publish the policy statements and, in connection therewith, to correct typographical and other errors and make further revisions necessary to accurately state RWU policies. Said policies constitute “rules, regulations, and procedures” of the Commission and RWU as those terms are used in the Rogers Water Utilities Customer Service Agreement.

Section 2. Nothing in Exhibit 1., and nothing herein, shall be construed as creating any rights in any person which are not consistent with the applicable ordinances of the City of Rogers, Arkansas, the Resolutions and Orders of the Commission, and the rules, regulations, and procedures of the Commission and Rogers Water Utilities.

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 only to the extent such resolution or part of resolution directly conflicts with the provisions of this Resolution. All previous resolutions or parts of resolutions establishing or setting rules, regulations, procedures, policies, rates, charges, fees, costs, and deposits (etc.) remain in full force and effect except to the extent such rules, regulations, procedures, policies, rates, charges, fees, costs, and deposits, have been specifically amended as set forth herein above. No other existing rule, regulation, procedure, policy, rate, charge, fee, costs, or deposit (etc.) is amended except for those specifically amended as set forth herein above and all such other rules, regulations, procedures, policies, rates, charges, fees, costs, or deposits (etc.) remain in full force and effect.

PASSED AND APPROVED this 21st day of August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

EXHIBIT 1



Operating Policies

Moved Meters / New Meter Sets / Damages

OVERVIEW:

Moved Meters:	Must be handled by RWU staff.
New Meter Sets:	Only need Plumbing Permit # or proof that State Requirements have been met.
Damages:	RWU will not set meters in the following instances: meter box broken, box or service not to grade, box not centered over service, service touching box, box not back filled, incorrect fittings (wrong size, brand, etc), missing fittings (yoke, tailpiece, etc), service not in confines of meter box when set at finished grade. (Per RWU Standard Water Details. WD-1)

Moved Meter Boxes:	When a meter is moved from the temp or irrigation side of the service to house side, by a plumber, landscapers, or other parties (other than RWU personnel), RWU will move the meter back to the irrigation side and charge the builder.
---------------------------	--

This policy shall apply to meters that are moved from one address to another by plumbers, landscapers, or other parties. See Resolution No: 22-27 (incorporated herein by reference) \$100 for Residential and \$500 for Construction, Commercial, and Industrial.

New Meter Sets: State plumbing code states in Chapter 10.5.1.1. Paragraph 4. No Public Water Supplier shall provide new service to any building or residence until the customer provides written documentation that the service line and building plumbing were inspected by the system's certified plumbing inspector, and found to be in substantial compliance with the State plumbing code.

If the meter is tied into the building the plumbing shall be substantially complete. According to the Inspection Department this means that the 'Top-Out' inspection has been done and the plumbing is ready for fixtures. All fixtures do not have to be set to set a meter. If the meter is set to the building, sewer will be charged if the building is tied to city sewer.

Irrigation meters shall be set only if they have a frost-free hydrant with a vacuum breaker or an approved RPZ for an underground irrigation system. The RPZ shall be an approved assembly and tested within 10 days and then at least once a year by a State of AR certified tester and the results sent to RWU.

For commercial meters, check with building inspection. If the meter is tied to the building, RWU will charge sewer on water used. If a customer wants temporary service, the customer must pay for sewer charges and must have a frost-free bury hydrant with a vacuum breaker. RWU will charge sewer. Customer is responsible to call and request sewer charge off each month.

All large industrial or commercial meters shall be locked off until RWU has approval from Building Inspection and the Engineering Department.

For all meter sets, RWU must have a plumbing permit number.

All connection fees, deposit, and service must be paid, before a meter is set or turned on.

Damages/Adjustments:

New or Existing Subdivisions:

- The developer, builder, or owner SHALL BE NOTIFIED by RWU when repairs or adjustments are necessary, prior to setting the water meter, or after the meter has been set, and before any work by RWU is done. The customer does have the right to replace meter boxes or make adjustments to final finished grade provided that all is done within Rogers Water Utilities policies, practices and procedures and in a ten work day time period.

- Meter box and/or service adjustments due to lot development shall be at the expense of the developer, builder, or owner.
- The developer, builder, or owner shall replace services and/or meter boxes that are broken or damaged due to lot development.
- If construction is in progress next to an existing active service and is damaged due to landscaping, traffic, lot development, or other means, the builder will absorb the cost of repair or replacement.
- RWU does not sell parts or meter boxes to contractors, developers, builders, or customers. The RWU Superintendent may approve sales under special circumstances.
- **Builder/Owner shall provide letter of consent agreeing to pay RWU for the work to be performed at said properties. (Found at RWU.org. Refer to Repair Service Authorization Form).**

RWU will not set meters in the following instances:

- Meter box broken
- Box or service not to grade
- Box not centered over service
- Service touching box
- Box not back filled
- Incorrect fittings (wrong size, brand, etc)
- Missing fittings (yoke, tailpiece, etc)
- Service not in confines of meter box when set at finished grade (Service must be in confines of meter box when set at finished grade)
- **Customers, builders, developers, or contractors, (etc.) who damage any part of the water system or wastewater system of Rogers Water Utilities shall be responsible for the full cost of repairs.**
- **Owners of property shall be responsible for damages to the water or wastewater system of Rogers Water Utilities, which shall include, but not be limited to the following: meter or valve boxes, water services, clean-outs, manholes, lamp-holes, lift stations, pop-off clean-outs, or any other part of the water or wastewater system on their property. The owner shall be responsible for the full cost of repairs.**

RESOLUTION NO. 23-22

A RESOLUTION REQUESTING A RESOLUTION OF INTENT FROM THE ROGERS CITY COUNCIL FOR THE ROGERS POLLUTION CONTROL FACILITY SOLIDS HANDLING IMPROVEMENT PHASE II PROJECT; 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 has been approved by the Arkansas Natural Resources Commission (“ANRC”) to receive funding for a project known as the "Rogers Pollution Control Facility Solids Handling Improvements, Phase II (“the project”) in the form of a loan from the Arkansas Clean Water State Revolving Loan Fund in the amount of \$31,246,250 with an anticipated term of twenty years at a combined interest rate of 1.50% per annum (“the loan”); and

WHEREAS the management of RWU, having performed necessary due diligence, recommends proceeding with the project to be funded by the above-referenced loan from the ANRC; and

WHEREAS in order to proceed with the project, and issuance of bonds under the Arkansas Clean Water State Revolving Loan Fund, said bonds to be repaid by revenues derived from the municipal sewer system, it will be necessary for the Rogers City Council to issue a Resolution of Intent Regarding the Project in accordance with United States Treasury Regulation § 1.150-2.

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

Section 1. The Commission hereby expresses its intent to proceed with the project to be funded by the above-referenced loan, in accordance with all applicable laws, rules, and regulations of the Clean Water State Revolving Loan Fund and other applicable law. The estimated cost of the project and paying expenses are \$31,246,250.

Section 2. The Commission hereby requests that the Rogers City Council pass a Resolution of Intent Regarding the Project in accordance with United States Treasury Regulation § 1.150-2.e. The management of the Rogers Water Utilities is authorized to coordinate with the City of Rogers and prepare the above-referenced Resolution of Intent or any other resolution or ordinance that may be required for the purposes stated herein and submit the same to the Rogers City Council for approval. In connection therewith, the management of RWU may update and/or revise the cost estimate above or provide other cost estimates that may be required for the Resolution of Intent or other resolutions or ordinances.

Section 3. Nothing herein shall authorize, and nothing herein shall be construed as authorizing, the Rogers Water Utilities, the Rogers Waterworks and Sewer Commission, or the City of Rogers to enter into any agreements that would violate existing bond agreements, bond ordinances, or other existing obligations of the Rogers Water Utilities, the Commission, or the City of Rogers.

Section 4. Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5. Repeal of Conflicting Provisions: All resolutions or orders of the Commission, or parts of resolutions or orders of the Commission that are in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this 21st day of August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

RESOLUTION NO. 23-23

A RESOLUTION APPROVING THE PURCHASE OF A FLENDER GEAR REDUCER FOR USE AT THE ROGERS POLLUTION CONTROL FACILITY; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

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

WHEREAS there is a need to purchase a gear reducer for an aerator gearbox at the Rogers Pollution Control Facility; and

WHEREAS a Flender Gear Reducer is required because it is the part that is compatible with RWU's current aerator equipment; and

WHEREAS JCI Industries, Inc. through its local office in Rogers, Arkansas is the supplier of Flender Gear Reducers in this area; and

WHEREAS JCI Industries, Inc. can provide the item in an expedited fashion and can provide the necessary customization; and

WHEREAS soliciting bids for a Flender Gear Reducer would be unlikely to result in competing bids for providing this item; and

WHEREAS an exceptional situation exists such that seeking a Flender Gear Reducer through competitive bidding is not feasible or practical; and

WHEREAS JCI Industries, Inc. can provide the needed Flender Gear Reducer.

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 hereby authorizes the Rogers Water Utilities to purchase the needed Flender Gear Reducer from JCI Industries, Inc. and

authorizes the expenditure of up to, and including, Thirty-Seven Thousand, Four Hundred Thirty-Three Dollars and fifty-three cents (\$37,433.53), plus applicable taxes, shipping, and related charges, if any, for the purchase. The Superintendent of the Rogers Water Utilities, or his designated representative, is authorized to execute any purchase orders and/or other contract documents necessary to complete the purchase, consistent with the authority given under this Resolution, the final form and content of any purchase order or other contract document to be approved by the Superintendent of the Rogers Water Utilities, his approval being evidenced by his signature thereon, or by the signature of his designated representative.

Section 2. For the reasons stated in the recitals above, The Rogers Waterworks and Sewer Commission hereby determines that an exceptional situation exists such that seeking the Flender Gear Reducer through competitive bidding is not feasible or practical and hereby waives the requirements of competitive bidding for the purchase of the Flender Gear Reducer.

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 August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary



Train #4 Rear

JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261

www.jciind.com

Thursday, July 20, 2023

Rogers AR, City of - WW
4300 S. Rainbow Road
Rogers, AR 72758

Phone: 479-273-7378
Fax: 479-273-7627

Attention: Sean Dagestad

Subject: Flender Gearbox Quote

Quotation #: SEQT-12968T_W
Please refer to this number when ordering

Sean Dagestad:

We are pleased to respond to your request for quotation with the following items. Please reference our quotation number on all related correspondence. If you have any questions or need additional information please give Jason or myself a call.

Best regards,

Tristan Watson

Tristan Watson

Regional Operations Manager
JCI Industries, Inc.
417-385-1658

Jason Rector

Jason Rector

Sales Engineer
JCI Industries, Inc.



JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261

www.jciind.com

Thursday, July 20, 2023

Quote #: SEQT-12968T_W

Item	Description	Qty	Unit Price
1.00	Flender H3BV Size 5 Reducer Gear Unit for Aerator Includes: power P1 :11.18 kW Torque T1 :59.98 Nm Starting torque TA :149.96 Nm Power P2 :11.18 kW Torque T2 :1,367.66 Nm Special ratio :Yes Required ratio :22.801 Tolerance required ratio +/- :0 % Speed input: 1,780.0 1/min Speed output: 78.07 1/min Driving at :Shaft D1 dir. of rotation (view on d2) :clockwise & counterclockwise Shaft seal D1 S6 :Radial shaft seal Shaft seal D2 S3 :Rad.shaft seal with INA-Ring Shaft design D1 S6 :Standard shaft Shaft design D2 S3 :Special shaft *High speed coupling hub to be mounted on reducer shaft **Motor not included	1	\$34,108.00

Tax	\$3,325.53
Total	\$37,433.53

Terms & Conditions	
Lead Time 28 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



JCI Industries, Inc.
2701 North Dixieland Road
Rogers, AR 72756
Tel: 479-636-1261

www.jciind.com

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
12. Credit Approval. If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
13. Back Charges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

RESOLUTION NO. 23-24

A RESOLUTION APPROVING THE PURCHASE OF A REBUILT TRANSFORMER FOR THE ROGERS POLLUTION CONTROL FACILITY; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

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

WHEREAS there is a need to purchase an additional transformer the Rogers Pollution Control Facility (RPCF); and

WHEREAS Ark. Code. Ann. § 14-58-303 allows the Commission to waive the requirements of competitive bidding in exceptional situations where competitive bidding is deemed not feasible or practical or for the reasons enumerated under Ark. Code. Ann. § 14-58-104; and

WHEREAS Ark Code. Ann. § 14-58-104 allows the Commission to purchase “goods or services available only from a single source” without soliciting bids; and

WHEREAS Mad-Co Electrical Contractors LLC (“Madco”) is the sole source of a certain rebuilt transformer that offers significant savings to RWU and can be rapidly installed at the RPCF; and

WHEREAS soliciting bids for the rebuilt transformer would be unlikely to result in competing bids for a comparable product; and

WHEREAS an exceptional situation exists such that seeking the rebuilt transformer through competitive bidding is not feasible or practical.

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 hereby authorizes the Rogers Water Utilities to procure the rebuilt transformer from Mad-Co Electrical Contractors, LLC and authorizes the expenditure of up to and including Seventy-Nine Thousand, Five Hundred Ninety-Three Dollars (\$79,593), plus applicable taxes, shipping, and related charges, if any, for the purchase. The Superintendent of the Rogers Water Utilities, or his designated representative, is authorized to execute any purchase orders and other contract documents necessary to complete the purchase, consistent with the authority given under this Resolution, the final form and content of any purchase order or other contract document to be approved by the Superintendent of the Rogers Water Utilities, his approval to be evidenced by his signature thereon, or by the signature of his designated representative.

Section 2. For the reasons stated in the recitals above, the Rogers Waterworks and Sewer Commission hereby elects to purchase the rebuilt transformer without soliciting bids, and further determines that an exceptional situation exists such that seeking the rebuilt transformer through competitive bidding is not feasible or practical and hereby waives the requirements of competitive bidding for the rebuilt transformer.

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 August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

PROCLAMATION PURSUANT TO ARK. CODE ANN. § 14-58-104 (21)

Referenced Single Source Procurement: Purchase of a Rebuilt Transformer from Mad-Co Electrical Contractors, LLC for the Rogers Pollution Control Facility (RPCF).

Pursuant to Ark. Code. Ann. § 14-58-104(21), it is hereby proclaimed that the basis of the single source procurement is as follows:

1. Mad-Co Electrical Contractors LLC (“Madco”) is the sole source of a certain rebuilt transformer that offers significant savings to RWU and can be rapidly installed at the RPCF.
2. Documentation concerning the exclusivity of the single source is attached hereto.

Rogers Water Utilities
By: Brent Dobler, Superintendent



PROPOSAL

Company: Rogers Water Utility

Contact: Sean Dagestad

Individual:

Address:

Phone:

Email: Seandagestad@rwu.org

Proposal Payment Agreement: LUMP SUM

Location: Rogers, AR

Proposal Number: 23-AP-071

Proposal Date: 8/2/2023

MAD-CO Electrical Contractors, LLC is pleased to submit this Proposal and Agreement for the above specified project. The labor on this proposal is good for 30 days. The material in this proposal is limited to vendor support and pricing. Should this proposal be accepted, please sign, date, and return via email.

Thank you for this opportunity to be of service.

Description of work:

MAD-CO Electrical Contractors agrees to provide all labor, materials, unless otherwise noted in the following specific scope of work.

Rogers Water Utility Rogers, AR

MAD-CO Electrical Contractors, LLC will:

- Provide customer specification transformer per name plate provided.
- Provide crane service to unload transformer when it is delivered on site.
- This transformer is a rebuilt unit with a three (3) year warranty.
- The warranty starts when unit is delivered on site.
- Ship time is 44-48 weeks.

Total Amount: \$79,593.00

EXCLUSIONS and CONDITIONS for scope of work as follows:

PO Box 2222 Lowell, AR Ph 479-721-6834 Email: office@mad-coelectricllc.com



NOTICE TO PROCEED: Upon receipt of your written acceptance of this proposal either by purchase order referencing this proposal number or your approval below, up to 10 working days shall be required as lead time prior to the project start date. This notice excludes delays due to circumstances beyond the control of MAD-CO Electrical Contractors, LLC such as access to project work areas or weather conditions.

AGREEMENT:

Contract Agreement Documents: this Agreement, along with this Proposal, shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Description/Scope of the Work: shall be per the Contract Documents and shall constitute the "Work". MAD-CO Electrical Contractors, LLC shall use its best care, skill and diligence in supervising and directing the Work; and have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Drawings and specifications furnished by Owner are true, correct, and complete; and is entitled MAD-CO Electrical Contractors, LLC to rely upon the accuracy, and completeness of such documents. MAD-CO Electrical Contractors, LLC will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, MAD-CO Electrical Contractors, LLC excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; Service of licensed professionals such as attorneys, architects, or engineers; costs for after hour work, shift work, or weekend work.

Payment Terms: Owner agrees to pay MAD-CO Electrical Contractors, LLC for the performance of the Work, subject to modification by written change orders signed by both parties. Payment for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by MAD-CO Electrical Contractors, LLC with payments due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at 10% per annum rate. Final payment shall be due when the Work is completed, and final invoice is submitted.

Termination Policy: Owner and MAD-CO Electrical Contractors, LLC may terminate this Agreement only in the event of a material breach and only after providing written notice by letter delivered to the address stated herein and only after more than ten days has elapsed after such written notice without attempts to cure the default.

Insurance Policy: MAD-CO Electrical Contractors, LLC shall maintain insurance for Workers' Compensation, Employer's Liability, Comprehensive Automobile Liability, Comprehensive or Commercial General Liability on an occurrence basis.

Governing Law: This Agreement shall be governed by law, and construed in accordance with, the laws of the State of Arkansas without regard to its conflict of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted exclusively in the State of Arkansas Circuit Court for Madison County. The Parties irrevocably waive any objection which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, any objection based on the grounds of lack of jurisdiction.

Government Funded Project: "Client acknowledges that it is the responsibility of the Client to notify MAD-CO if this project is funded by federal or state funding prior to MAD-CO Electrical Contractors, LLC pricing the project and beginning work. In the event Client fails to so notify MAD-CO Electrical Contractors, LLC, Client shall indemnify and hold harmless MAD-CO Electrical Contractors, LLC from any costs, fees, expenses, or damages brought by any governmental agency or third party for failure to comply with any law or regulation governing the terms and conditions of the work."

Notice to Owner: I understand that each person supplying material or fixtures is entitled to a lien against property if not paid in full for materials used to improve the property even though the full contract price may have been paid to the contractor. I realize that this lien can be enforced by the sale of the property if necessary. I am also aware that payment may be withheld to the contractor in the amount of the cost of any materials or labor not paid for. I know that it is advisable to, and I may, require the contractor to furnish to me a true and correct full list of all suppliers under the contract, and I may check with them to determine if all materials furnished for the property have been paid for. I may also require the contractor to present lien waivers by all suppliers, stating that they have been paid in full for supplies provided under the contract before I pay the contractor in full. If a supplier has not been paid, I may pay the supplier and contractor with a check made payable to them jointly.

Warranties: MAD-CO Electrical Contractors, LLC NO WARRANTIES, EITHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: this Agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. All implied covenants are waived. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. An emailed or a signed Proposal/Agreements are acceptable.

Accept Proposal: Proposal # 23-AP-071

Signature _____ Date _____

PO Box 2222 Lowell, AR Ph 479-721-6834 Email: office@mad-coelectricllc.com

RESOLUTION NO. 23-25

A RESOLUTION APPROVING THE PURCHASE OF LAMELLA FOR THE ROGERS POLLUTION CONTROL FACILITY; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

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

WHEREAS there is a need to purchase certain lamella for the Rogers Pollution Control Facility (RPCF); and

WHEREAS Ark. Code. Ann. § 14-58-303 allows the Commission to waive the requirements of competitive bidding in exceptional situations where competitive bidding is deemed not feasible or practical or for the reasons enumerated under Ark. Code. Ann. § 14-58-104; and

WHEREAS Ark Code. Ann. § 14-58-104 allows the Commission to purchase “goods or services available only from a single source” without soliciting bids; and

WHEREAS Vulcan Industries, Inc. (“Vulcan”) is the sole source of a certain lamella used by RWU, Vulcan being the original equipment manufacturer (OEM) of said lamella; and

WHEREAS soliciting bids for the lamella would be unlikely to result in competing bids for the lamella; and

WHEREAS an exceptional situation exists such that seeking the lamella through competitive bidding is not feasible or practical.

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 hereby authorizes the Rogers Water Utilities to procure the lamella from Vulcan Industries, Inc. and authorizes the expenditure

of up to and including Seventy-One Thousand, Eight Hundred Seven Dollars and fifteen cents (\$71,807.15), plus applicable taxes, shipping, and related charges, if any, for the purchase. The Superintendent of the Rogers Water Utilities, or his designated representative, is authorized to execute any purchase orders and other contract documents necessary to complete the purchase, consistent with the authority given under this Resolution, the final form and content of any purchase order or other contract document to be approved by the Superintendent of the Rogers Water Utilities, his approval to be evidenced by his signature thereon, or by the signature of his designated representative.

Section 2. For the reasons stated in the recitals above, the Rogers Waterworks and Sewer Commission hereby elects to purchase the lamella without soliciting bids, and further determines that an exceptional situation exists such that seeking the lamella through competitive bidding is not feasible or practical and hereby waives the requirements of competitive bidding for the lamella.

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 August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

PROCLAMATION PURSUANT TO ARK. CODE ANN. § 14-58-104 (21)

Referenced Single Source Procurement: Purchase of Lamella from Vulcan Industries, Inc. for the Rogers Pollution Control Facility (RPCF).

Pursuant to Ark. Code. Ann. § 14-58-104(21), it is hereby proclaimed that the basis of the single source procurement is as follows:

1. Vulcan Industries, Inc. ("Vulcan") is the sole source of a certain lamella used by RWU, Vulcan being the original equipment manufacturer (OEM) of said lamella.
2. Documentation concerning the exclusivity of the single source is attached hereto.

Rogers Water Utilities
By: Brent Dobler, Superintendent

**Vulcan Industries,
Inc.**

QUOTATION

212 South Kirlin Street
Missouri Valley, IA 51555

Ph: (712) 642-2755

ryan@vulcanindustries.com

QUOTE NO. 072723-001

DATE 07/27/23

Please reference the above Quote Number for all correspondence.

TO: GSE

Rogers, AR

George

gpeart@gsengr.com

Vulcan Factory Number

07141

SHIPPING METHOD

Best Way

PAYMENT TERMS

See Note 1 Below

SHIPPING TERMS

F.O.B. Factory-Prepay & Add

ESTIMATED SHIP DATE

40-44 weeks ARO

[illegible]

General Notes:

1. Payment terms are NET 30 days with approved credit. VISA and MasterCard are also accepted payment methods, however all credit card orders are subject to a 3% processing fee.

2. All orders requiring shop (submittal) drawings are subject to a 35% cancellation fee if order is cancelled after submission of drawings.

3. This quote is valid for 14 days after the above date.

4. No taxes or freight are included in this quotation unless specifically listed above.

5. Ship date shown above does not include transit time. If partial shipments are requested, please notify us at the time of order.

SUBTOTAL	\$71,807.15
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\$0.00

TOTAL	\$71,807.15
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Ryan Hoffman

Quoted by:

Acknowledged



RESOLUTION NO. 23-26

A RESOLUTION AUTHORIZING RECORDATION AND AUTHENTICATION OF CERTAIN RESOLUTIONS OF THE ROGERS WATERWORKS AND SEWER COMMISSION; 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 certain Resolutions of the Commission, namely Resolution Nos. 22-20, 22-21, 22-22, 22-23, and 22-24 which were duly passed by the Commission at its regular meeting on July 25, 2022, were inadvertently not signed at the time of their passage; and

WHEREAS the Chairman of the Commission at the time of the passage of said Resolutions is no longer serving on the Commission; and

WHEREAS the above-referenced Resolutions should be signed by the Presiding Officer of the Commission and be recorded in the records of the Commission.

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 hereby authorizes the Chairman of the Rogers Waterworks and Sewer Commission to sign the above-referenced Resolutions, and any exhibits thereto, *nunc pro tunc*, said signature and authentication to be retroactive to the date of passage of said Resolutions. The Acting Secretary of the Commission shall attest to the Chairman’s signature as in the ordinary course.

Section 2. The Chairman of the Rogers Waterworks and Sewer Commission may consult the minutes and other records of the Commission and enlist the assistance of any other Commissioner, the Acting Secretary, RWU Staff, and legal counsel in ascertaining and verifying the content of said Resolutions for purposes of authentication.

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 August 2023.

Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

RESOLUTION NO. 23-27

A RESOLUTION AUTHORIZING THE PURCHASE OF TRENCH BOXES; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING THE REQUIREMENTS OF COMPETITIVE SEALED BIDDING; AND FOR OTHER PURPOSES.

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

WHEREAS there is immediate need to purchase two trench boxes for safety of RWU employees; and

WHEREAS probable and reputable suppliers of trench boxes are known to RWU as is the range of acceptable market prices; and

WHEREAS advertising for competitive sealed bids in a local or state newspaper would be unlikely to result in more favorable prices than would be obtained by directly soliciting price quotations and would therefore needlessly delay the purchase of the trench boxes; and

WHEREAS an exceptional situation exists such that seeking the required trench boxes by advertising for competitive sealed bids in a local or state newspaper is not feasible or practical.

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

Section 1. For the reasons stated in the recitals above, the Rogers Waterworks and Sewer Commission hereby determines that an exceptional situation exists such that seeking the required trench boxes by advertising for competitive sealed bids in a local or state newspaper is not feasible or practical and hereby waives the advertising requirement and other requirements of competitive sealed bidding for the purchase of the trench boxes.

Section 2. The Commission authorizes the Rogers Water Utilities to obtain the trench boxes by soliciting bids/price quotations directly from at least three responsible suppliers known to RWU and to contract with the supplier or suppliers whose bids or quoted prices appear, from

all consideration, to be in the best interest of RWU, or to use other reasonable procedures for obtaining competing prices for the needed trench boxes.

Section 3. The Commission authorizes the expenditure of up to and including Fifty Thousand Dollars (\$50,000) plus shipping and applicable taxes, if any, for the purchase of the trench boxes pursuant to the authority given under this Resolution. The Superintendent of the Rogers Water Utilities, or his designated representative, is authorized to execute any purchase orders and other contract documents necessary to complete the purchases, consistent with the authority given under this Resolution, the final form of any purchase order or other contract document to be approved by the Superintendent of the Rogers Water Utilities, his approval being evidenced by his signature thereon, or by the signature of his designated representative.

Section 4. 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 5. 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 August 2023.

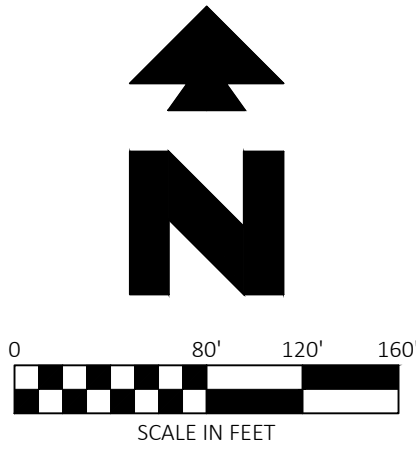
Peter Farmer, Chairman

ATTEST:

Brent Dobler, Acting Secretary

DRAWING LOCATION: P:\31000\31547\0\DRAWINGS\DESIGN\WORKING\WATERLINE\EXTENSION\31547-RPW-WL.DWG - SAVED BY: JATREMBLY

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RWU GENERAL NOTES

1. ALL MATERIALS AND METHODS USED TO CONSTRUCT, MODIFY, OR TAP ANY PUBLIC WATER OR SEWER MAIN SHALL CONFORM TO RWU STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. ALL WATER MAINS SHALL BE DUCTILE-IRON PIPE WITH 3 FEET MIN. COVER BELOW POINT OF BURY, OR 3.5 FEET MIN. COVER BELOW STREET CENTERLINE, WHICHEVER RESULTS IN THE LOWEST ELEVATION.
3. WATER VALVES 12" AND LARGER SHALL BE BUTTERFLY VALVES PER RWU SPECIFICATIONS.
4. VERTICAL SEPARATION SHALL BE 18" MIN. BETWEEN WATER AND SANITARY SEWER AND 6" BETWEEN WATER AND ALL OTHER UTILITIES AND STORM SEWER.



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

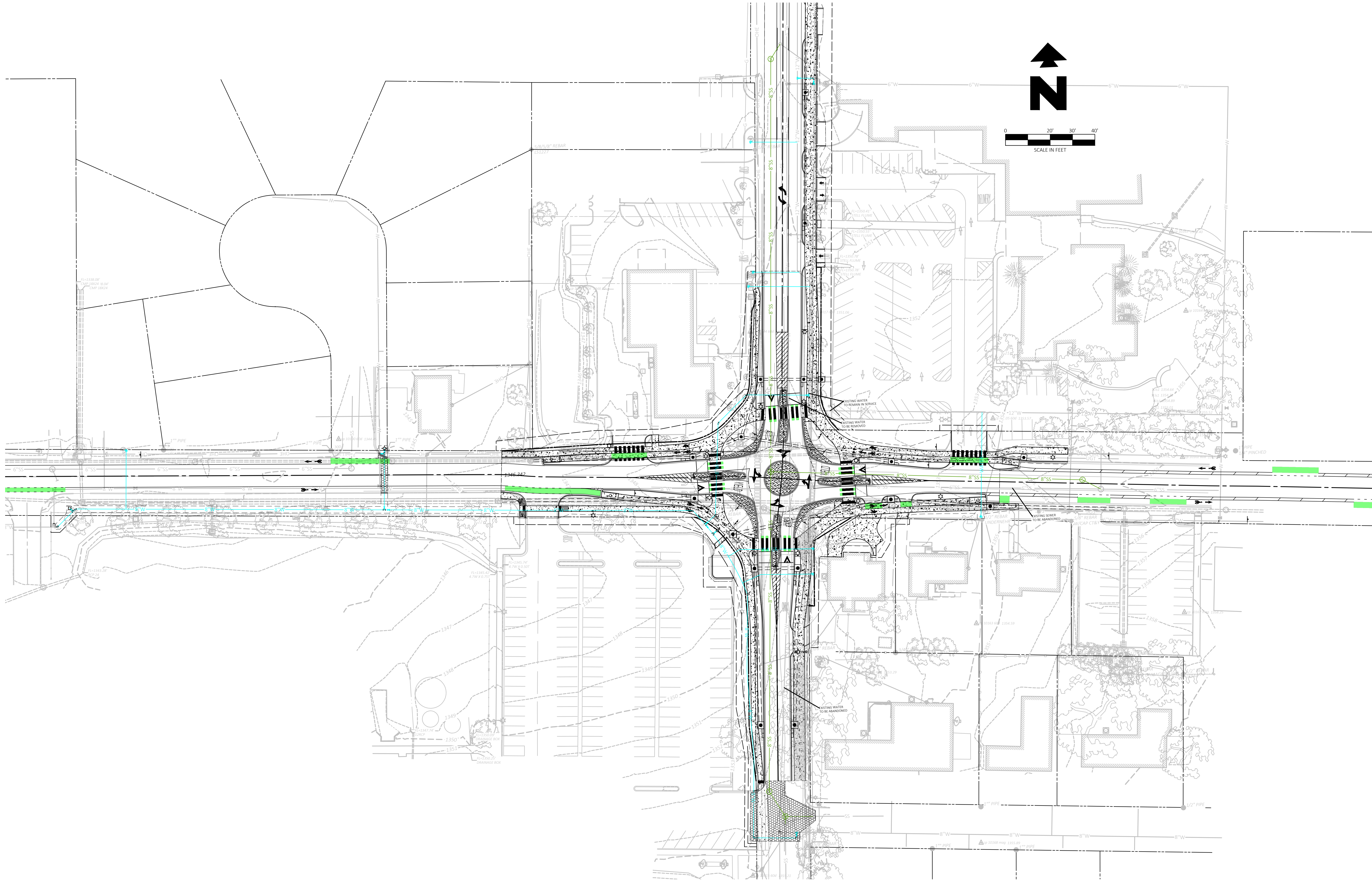
CITY OF ROGERS
13TH STREET WATERLINE EXTENSION
TASK ORDER #13
ROGERS, ARKANSAS

PROFESSIONAL OF RECORD	BLM
PROJECT MANAGER	ZMH
DESIGNER	PAT
CEI PROJECT NUMBER	31547
DATE	8/11/2021
REVISION	REV-1

OVERALL WATERLINE
LAYOUT

SHEET TITLE
SHEET NUMBER

C1.00





Bid Tabulation
Project Name: 13th St. Bicycle Pedestrian Improvements & Poplar and 13th Street Roundabout
Project Number: 32133
Location: Rogers, Arkansas
Date: 08/01/2023

				Engineer's Estimate		Brother's Construction, Inc.		Emery Sapp & Sons, Inc.	
Item		Unit	Quantity	Cost	Total	Cost	Total	Cost	Total
Schedule A - 13th St. Bicycle/Pedestrian Improvements (Roadway)									
Entire Roadway and Trail									
1	Mobilization	LS	1	\$120,000.00	\$120,000.00	\$320,000.00	\$320,000.00	\$350,000.00	\$350,000.00
2	Traffic Control and Maintenance	LS	1	\$30,000.00	\$30,000.00	\$100,000.00	\$100,000.00	\$60,000.00	\$60,000.00
3	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00	\$400,000.00	\$400,000.00	\$226,000.00	\$226,000.00
4	Erosion Control	LS	1	\$25,000.00	\$25,000.00	\$150,000.00	\$150,000.00	\$30,000.00	\$30,000.00
5	Roadway Construction Control	LS	1	\$20,000.00	\$20,000.00	\$130,000.00	\$130,000.00	\$52,000.00	\$52,500.00
6	Trenching and Excavation Safety Systems	LS	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$9,400.00	\$9,400.00
7	Owner's Allowance	LS	1	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
Estimated Entire Roadway and Trail Subtotal					\$630,000.00	\$1,515,000.00		\$1,127,900.00	
New Hope Road to Olrich Street									
1	Tree Preservation Fencing	LF	175	\$2.50	\$437.50	\$7.00	\$1,225.00	\$8.50	\$1,487.50
2	Concrete Combination Curb and Gutter (Standard)	LF	1115	\$40.00	\$44,600.00	\$24.00	\$26,760.00	\$48.90	\$54,523.50
3	Curb Backfill & Grading	STA	11	\$1,200.00	\$13,200.00	\$2,500.00	\$27,500.00	\$787.20	\$8,659.20
4	4" Topsoil Placement	SY	5100	\$5.00	\$25,500.00	\$12.50	\$63,750.00	\$15.80	\$80,580.00
5	Unclassified Excavation	CY	466	\$30.00	\$13,980.00	\$34.00	\$15,844.00	\$516.10	\$240,502.60
6	Compacted Embankment	CY	50	\$40.00	\$2,000.00	\$38.50	\$1,925.00	\$220.40	\$11,020.00
7	Subgrade Preparation	SY	2754	\$5.00	\$13,770.00	\$3.00	\$8,262.00	\$21.80	\$67,732.60
8	Undercut and Backfill	CY	918	\$40.00	\$36,720.00	\$50.00	\$45,900.00	\$165.50	\$312,133.00
9	Cold Milling Asphalt Pavement	SY	1750	\$20.00	\$35,000.00	\$10.00	\$17,500.00	\$8.10	\$14,175.00
10	ACHM Surface Course (1/2")	TON	330	\$190.00	\$62,700.00	\$315.00	\$103,950.00	\$292.50	\$96,525.00
11	ACHM Binder Course (1")	TON	560	\$135.00	\$75,600.00	\$263.00	\$147,280.00	\$236.90	\$132,664.00
12	6" Class #7 Aggregate Base for Full Depth Asphalt	SY	3200	\$20.00	\$64,000.00	\$29.00	\$92,800.00	\$20.60	\$65,920.00
13	Tack Coat	GAL	550	\$3.25	\$1,787.50	\$5.50	\$3,025.00	\$10.60	\$5,830.00
14	P.C. Concrete Driveway	SY	115	\$120.00	\$13,800.00	\$143.00	\$16,445.00	\$230.90	\$26,553.50
15	Flexi-Pave	SY	33	\$480.00	\$15,840.00	\$386.00	\$12,738.00	\$198.80	\$6,560.40
16	Concrete Sidepath	SY	3100	\$125.00	\$387,500.00	\$91.00	\$282,100.00	\$186.10	\$576,910.00
17	Raised Crossing	SY	420	\$200.00	\$84,000.00	\$166.00	\$69,720.00	\$272.00	\$114,240.00
18	Neenah Heavy Duty r-4990-DX Type A Cover & Trench Drain	LF	68	\$350.00	\$23,800.00	\$650.00	\$44,200.00	\$620.00	\$42,160.00
19	Neenah Heavy Duty r-4990-DX Type D Lid & Trench Drain	LF	48	\$350.00	\$16,800.00	\$685.00	\$32,880.00	\$631.20	\$30,297.60
20	Rectangular Curb Inlets (5'x5')	EA	1	\$12,500.00	\$12,500.00	\$9,000.00	\$9,000.00	\$9,859.20	\$9,859.20
21	4' Inlet Extensions	EA	3	\$2,000.00	\$6,000.00	\$2,750.00	\$8,250.00	\$725.00	\$2,175.00

22	Truncated Dome Warning Devices	SY	56	\$150.00	\$8,400.00	\$295.00	\$16,520.00	\$281.80	\$15,780.80
23	Pedestrian Ramps	EA	14	\$750.00	\$10,500.00	\$1,380.00	\$19,320.00	\$3,016.30	\$42,228.20
24	Concrete Wheel Stops	EA	2	\$140.00	\$280.00	\$360.00	\$720.00	\$377.00	\$754.00
25	Paint Pavement Marking - Yellow Skip (4")	LF	1600	\$2.00	\$3,200.00	\$3.00	\$4,800.00	\$3.30	\$5,280.00
26	Paint Pavement Marking - Yellow Solid (4")	LF	920	\$2.00	\$1,840.00	\$3.00	\$2,760.00	\$3.30	\$3,036.00
27	Thermoplastic Pavement Marking - Double Yellow Solid (6")	LF	1045	\$10.00	\$10,450.00	\$3.50	\$3,657.50	\$3.60	\$3,762.00
28	Thermoplastic Pavement Marking – White Skip (6")	LF	350	\$6.00	\$2,100.00	\$3.50	\$1,225.00	\$3.60	\$1,260.00
29	Thermoplastic Pavement Marking – White Solid (6")	LF	310	\$6.00	\$1,860.00	\$3.50	\$1,085.00	\$3.60	\$1,116.00
30	Thermoplastic Pavement Marking – White (24")	LF	725	\$25.00	\$18,125.00	\$34.00	\$24,650.00	\$36.30	\$26,317.50
31	Thermoplastic Pavement Marking – Yellow Diagonal (6")	LF	450	\$6.00	\$2,700.00	\$3.50	\$1,575.00	\$3.60	\$1,620.00
32	Thermoplastic Pavement Marking – White (12")	LF	110	\$13.00	\$1,430.00	\$20.50	\$2,255.00	\$21.70	\$2,387.00
33	Thermoplastic Pavement Marking - White Chevron	EA	7	\$550.00	\$3,850.00	\$415.00	\$2,905.00	\$435.00	\$3,045.00
34	Thermoplastic Pavement Marking – 24" Green Elephant's Ft	EA	141	\$200.00	\$28,200.00	\$48.00	\$6,768.00	\$50.70	\$7,148.70
35	Hand Rail	LF	25	\$120.00	\$3,000.00	\$240.00	\$6,000.00	\$250.80	\$6,270.00
36	Pedestrian Crossing Signs with RRFB Beacons	EA	9	\$14,000.00	\$126,000.00	\$30,400.00	\$273,600.00	\$20,414.40	\$183,729.60
37	13 th St. Bikeway Mile Marker	EA	9	\$500.00	\$4,500.00	\$2,750.00	\$24,750.00	\$2,899.80	\$26,098.20
38	City of Rogers Street Name Marker	EA	2	\$500.00	\$1,000.00	\$2,750.00	\$5,500.00	\$2,899.80	\$5,799.60
39	City of Rogers Trail Wayfinding Sign	EA	2	\$500.00	\$1,000.00	\$10,900.00	\$21,800.00	\$11,396.10	\$22,792.20
40	Solid Sodding	SY	4300	\$5.00	\$21,500.00	\$6.25	\$26,875.00	\$5.70	\$24,510.00
41	Temporary Seed Denuded Areas	SY	4300	\$1.50	\$6,450.00	\$1.50	\$6,450.00	\$0.60	\$2,580.00
42	Pyro-Box Pedestrian Counter	EA	1	\$2,000.00	\$2,000.00	\$9,700.00	\$9,700.00	\$10,141.90	\$10,141.90
43	EATON PFPRV-1-A25-T3-15-9	EA	18	\$8,000.00	\$144,000.00	\$68,500.00	\$1,233,000.00	\$73,944.00	\$1,330,993.80
44	London Plane Tree	EA	14	\$500.00	\$7,000.00	\$950.00	\$13,300.00	\$601.70	\$8,423.80
45	Silver Linden Tree	EA	4	\$500.00	\$2,000.00	\$950.00	\$3,800.00	\$601.70	\$2,406.80
46	Lacebark Elm Tree	EA	12	\$500.00	\$6,000.00	\$950.00	\$11,400.00	\$601.70	\$7,220.40
47	Mexican Feather Ornamental Grass	EA	90	\$35.00	\$3,150.00	\$100.00	\$9,000.00	\$56.50	\$5,085.00
48	Concorde Japanese Barberry Shrub	EA	141	\$50.00	\$7,050.00	\$100.00	\$14,100.00	\$66.70	\$9,404.70
Estimated New Hope Road to Olrich Street Subtotal					\$1,377,120.00	\$2,778,569.50		\$3,659,699.30	

Olrich Street to Cherry Street

1	Tree Preservation Fencing	LF	475	\$2.50	\$1,187.50	\$7.00	\$3,325.00	\$8.50	\$4,037.50
2	Concrete Combination Curb and Gutter (Standard)	LF	5540	\$40.00	\$221,600.00	\$24.00	\$132,960.00	\$50.40	\$279,216.00
3	Curb Backfill & Grading	STA	55	\$1,200.00	\$66,000.00	\$2,500.00	\$137,500.00	\$787.20	\$43,296.00
4	4" Topsoil Placement	SY	1180	\$5.00	\$5,900.00	\$12.50	\$14,750.00	\$15.90	\$18,762.00
5	Unclassified Excavation	CY	253	\$30.00	\$7,590.00	\$34.00	\$8,602.00	\$128.50	\$47,930.50
6	Compacted Embankment	CY	640	\$40.00	\$25,600.00	\$38.50	\$24,640.00	\$66.10	\$110,651.40
7	Subgrade Preparation	SY	6696	\$5.00	\$33,480.00	\$3.00	\$20,088.00	\$14.80	\$83,738.40
8	Undercut and Backfill	CY	2232	\$40.00	\$89,280.00	\$50.00	\$111,600.00	\$157.10	\$296,290.60
9	Cold Milling Asphalt Pavement	SY	4735	\$20.00	\$94,700.00	\$4.00	\$18,940.00	\$10.80	\$51,138.00
10	ACHM Surface Course (1/2")	TON	1150	\$190.00	\$218,500.00	\$230.00	\$264,500.00	\$249.50	\$286,925.00
11	ACHM Binder Course (1")	TON	1250	\$135.00	\$168,750.00	\$216.00	\$270,000.00	\$209.80	\$262,250.00
12	6" Class #7 Aggregate Base for Full Depth Asphalt	SY	4088	\$20.00	\$81,760.00	\$35.00	\$143,080.00	\$19.30	\$78,898.40
13	Tack Coat	GAL	2500	\$3.25	\$8,125.00	\$5.50	\$13,750.00	\$8.20	\$20,500.00
14	P.C. Concrete Driveway	SY	700	\$120.00	\$84,000.00	\$102.00	\$71,400.00	\$190.40	\$133,280.00
15	Concrete Sidepath	SY	4200	\$125.00	\$525,000.00	\$88.00	\$369,600.00	\$184.00	\$772,800.00
16	Heavy Duty Asphalt Paving	SY	100	\$90.00	\$9,000.00	\$154.00	\$15,400.00	\$251.10	\$25,110.00
17	Truncated Dome Warning Devices	SY	35	\$150.00	\$5,250.00	\$315.00	\$11,025.00	\$282.10	\$9,873.50
18	Pedestrian Ramps	EA	12	\$750.00	\$9,000.00	\$1,625.00	\$19,500.00	\$3,035.10	\$36,421.20
19	Paint Pavement Marking - Yellow Skip (4")	LF	2800	\$2.00	\$5,600.00	\$3.00	\$8,400.00	\$3.30	\$9,240.00
20	Paint Pavement Marking - Yellow Solid (4")	LF	940	\$2.00	\$1,880.00	\$3.00	\$2,820.00	\$3.30	\$3,102.00
21	Thermoplastic Pavement Marking – White Solid (6")	LF	80	\$6.00	\$480.00	\$3.50	\$280.00	\$21.70	\$1,736.00
22	Thermoplastic Pavement Marking - Double Yellow Solid (6")	LF	4000	\$10.00	\$40,000.00	\$3.50	\$14,000.00	\$3.60	\$14,400.00

23	Thermoplastic Pavement Marking – Yellow Diagonal (6")	LF	100	\$6.00	\$600.00	\$3.50	\$350.00	\$3.60	\$360.00
24	Thermoplastic Pavement Marking – White (12")	LF	80	\$13.00	\$1,040.00	\$20.50	\$1,640.00	\$21.70	\$1,736.00
25	Thermoplastic Pavement Marking – 24" Green Elephant's Ft	EA	54	\$200.00	\$10,800.00	\$48.00	\$2,592.00	\$50.70	\$2,737.80
26	Adjust Manhole Lid	EA	4	\$1,500.00	\$6,000.00	\$8,000.00	\$32,000.00	\$1,739.90	\$6,959.60
27	Adjust Traffic Box	EA	1	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$7,316.10	\$7,316.10
28	13 th St. Bikeway Mile Marker	EA	10	\$500.00	\$5,000.00	\$2,780.00	\$27,800.00	\$2,899.80	\$28,998.00
29	City of Rogers Trail Wayfinding Sign	EA	1	\$500.00	\$500.00	\$10,850.00	\$10,850.00	\$11,396.10	\$11,396.10
30	Solid Sodding	SY	1180	\$7.00	\$8,260.00	\$6.25	\$7,375.00	\$5.70	\$6,726.00
31	Temporary Seed Denuded Areas	SY	1180	\$1.50	\$1,770.00	\$1.50	\$1,770.00	\$0.60	\$708.00
32	EATON PFPRV-1-A25-T3-15-9	EA	25	\$8,000.00	\$200,000.00	\$68,500.00	\$1,712,500.00	\$73,219.10	\$1,830,477.50
33	London Plane Tree	EA	18	\$500.00	\$9,000.00	\$950.00	\$17,100.00	\$601.70	\$10,830.60
34	Silver Linden Tree	EA	18	\$500.00	\$9,000.00	\$950.00	\$17,100.00	\$601.70	\$10,830.60
35	Lacebark Elm Tree	EA	7	\$500.00	\$3,500.00	\$950.00	\$6,650.00	\$601.70	\$4,211.90
36	American Hophornbeam Tree	EA	18	\$500.00	\$9,000.00	\$950.00	\$17,100.00	\$601.70	\$10,830.60
Estimated Olrich Street to Cherry Street Subtotal					\$1,968,152.50		\$3,538,987.00		\$4,523,715.30
Schedule A Totals					\$3,975,272.50		\$7,832,556.50		\$9,311,314.60

Schedule B - 13th St. Bicycle/Pedestrian Improvements - Waterline

1	Utility Mobilization	LS	1	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00	\$27,192.00	\$27,192.00
2	Trenching and Excavation Safety Systems for Water	LS	1	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$7,974.00	\$7,974.00
3	Class 7 Backfill	TON	270	\$55.00	\$14,850.00	\$36.00	\$9,720.00	\$40.60	\$10,962.00
4	Adjust Valve Box (up to 6")	EA	3	\$1,000.00	\$3,000.00	\$675.00	\$2,025.00	\$362.50	\$1,087.50
5	8" Ductile Iron Pipe	LF	624	\$115.00	\$71,760.00	\$128.00	\$79,872.00	\$176.90	\$110,385.60
6	6" Ductile Iron Pipe	LF	12	\$100.00	\$1,200.00	\$146.00	\$1,752.00	\$159.50	\$1,914.00
7	Ductile Iron MJ Fittings	LB	1410	\$15.00	\$21,150.00	\$17.50	\$24,675.00	\$29.00	\$40,890.00
8	Air Release Valve & Assembly	EA	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,624.70	\$3,624.70
9	8" Gate Valve	EA	1	\$3,500.00	\$3,500.00	\$3,800.00	\$3,800.00	\$6,089.50	\$6,089.50
10	1" Service Line W/Single 5/8" Meter Set (Long Side of Street)	EA	10	\$2,750.00	\$27,500.00	\$2,900.00	\$29,000.00	\$1,159.90	\$11,599.00
11	Fire Hydrant Relocation	EA	1	\$7,500.00	\$7,500.00	\$3,300.00	\$3,300.00	\$3,328.90	\$3,328.90
12	Owner's Allowance	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Estimated Water Utility Cost Subtotal					\$176,960.00		\$179,444.00		\$235,047.20

Schedule C - Poplar and 13th Street Roundabout - Roadway

1	Mobilization	LS	1	\$79,500.00	\$79,500.00	\$150,000.00	\$150,000.00	\$312,104.00	\$312,104.00
2	Traffic Control and Maintenance	LS	1	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$71,462.00	\$71,462.00
3	Clearing and Grubbing	LS	1	\$20,000.00	\$20,000.00	\$100,000.00	\$100,000.00	\$180,166.00	\$180,166.00
4	Erosion Control	LS	1	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00	\$32,512.00	\$32,512.00
5	Roadway Construction Control	LS	1	\$20,000.00	\$20,000.00	\$125,000.00	\$125,000.00	\$56,545.00	\$56,545.00
6	Trenching and Excavation Safety Systems for Storm Sewer	LS	1	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$7,974.00	\$7,974.00
7	Curb Backfill & Grading	STA	9	\$1,200.00	\$10,800.00	\$2,500.00	\$22,500.00	\$787.00	\$7,083.00
8	Unclassified Excavation	CY	1165	\$30.00	\$34,950.00	\$34.00	\$39,610.00	\$113.50	\$132,227.50
9	Compacted Embankment	CY	512	\$40.00	\$20,480.00	\$38.50	\$19,712.00	\$502.70	\$257,382.40
10	Soil Stabilization	TON	50	\$500.00	\$25,000.00	\$600.00	\$30,000.00	\$1,660.90	\$83,045.00
11	Undercut And Backfill	CY	2588	\$40.00	\$103,520.00	\$50.00	\$129,400.00	\$165.90	\$429,349.20
12	6" Aggregate Base Course (Class 7)	SY	2725	\$20.00	\$54,500.00	\$29.00	\$79,025.00	\$35.30	\$96,192.50
13	Black Colored P.C. Concrete Ramp (8" Depth)	SY	96	\$300.00	\$28,800.00	\$309.00	\$29,664.00	\$330.80	\$31,756.80
14	Tack Coat	GAL	245	\$3.25	\$796.25	\$5.50	\$1,347.50	\$15.20	\$3,724.00
15	ACHM Binder Course (1")	TON	539	\$135.00	\$72,765.00	\$265.00	\$142,835.00	\$281.70	\$151,836.30
16	ACHM Surface Course (1/2")	TON	428	\$190.00	\$81,320.00	\$250.00	\$107,000.00	\$299.30	\$128,100.40
17	Asphalt Pavement Driveway	SY	39	\$60.00	\$2,340.00	\$785.00	\$30,615.00	\$245.00	\$9,555.00
18	P.C. Concrete Pavement Driveway	SY	471	\$120.00	\$56,520.00	\$110.00	\$51,810.00	\$208.10	\$98,015.10
19	Cold Milling Asphalt Pavement	SY	1443	\$20.00	\$28,860.00	\$12.50	\$18,037.50	\$9.50	\$13,708.50
20	Microsurfacing	SY	15267	\$3.00	\$45,801.00	\$9.00	\$137,403.00	\$9.50	\$145,036.50
21	Partial Depth Patch	SY	580	\$125.00	\$72,500.00	\$50.00	\$29,000.00	\$133.10	\$77,198.00
22	Full Depth Patch	SY	257	\$150.00	\$38,550.00	\$145.00	\$37,265.00	\$158.30	\$40,683.10

23	14"X23" Reinforced Concrete Pipe, Class III	LF	16	\$195.00	\$3,120.00	\$150.00	\$2,400.00	\$166.70	\$2,667.20
24	18" Reinforced Concrete Pipe, Class III	LF	842	\$185.00	\$155,770.00	\$122.00	\$102,724.00	\$152.20	\$128,152.40
25	24" Reinforced Concrete Pipe, Class III	LF	852	\$225.00	\$191,700.00	\$136.00	\$115,872.00	\$174.00	\$148,248.00
26	Rectangular Curb Inlet (4'X4')	EA	8	\$11,000.00	\$88,000.00	\$7,000.00	\$56,000.00	\$8,699.30	\$69,594.40
27	Rectangular Curb Inlet (5'X5')	EA	10	\$12,500.00	\$125,000.00	\$7,900.00	\$79,000.00	\$9,859.20	\$98,592.00
28	4' Inlet Extensions	EA	30	\$2,000.00	\$60,000.00	\$2,125.00	\$63,750.00	\$725.00	\$21,750.00
29	Type E Junction Box (4'X4')	EA	1	\$10,000.00	\$10,000.00	\$8,675.00	\$8,675.00	\$7,829.40	\$7,829.40
30	Type E Junction Box (5'X5')	EA	1	\$12,000.00	\$12,000.00	\$9,700.00	\$9,700.00	\$10,149.20	\$10,149.20
31	Water	M.GAL	0.01	\$300,000.00	\$3,000.00	\$75,000.00	\$750.00	\$2.20	\$0.02
32	Solid Sodding	SY	2073	\$7.00	\$14,511.00	\$6.25	\$12,956.25	\$5.70	\$11,816.10
33	Concrete Combination Curb and Gutter (Standard)	LF	1837	\$40.00	\$73,480.00	\$28.00	\$51,436.00	\$50.50	\$92,768.50
34	Modified Curb	LF	96	\$35.00	\$3,360.00	\$33.00	\$3,168.00	\$66.00	\$6,336.00
35	Type "B-1" Curb	LF	614	\$45.00	\$27,630.00	\$29.00	\$17,806.00	\$62.50	\$38,375.00
36	Concrete Sidewalk	SY	494	\$115.00	\$56,810.00	\$90.00	\$44,460.00	\$188.90	\$93,316.60
37	Concrete Sidepath	SY	1440	\$125.00	\$180,000.00	\$90.00	\$129,600.00	\$184.10	\$265,104.00
38	Flexi-Pave	SY	157	\$480.00	\$75,360.00	\$386.00	\$60,602.00	\$197.40	\$30,991.80
39	Truncated Dome Warning Devices	SY	47	\$150.00	\$7,050.00	\$290.00	\$13,630.00	\$280.60	\$13,188.20
40	Colored Textured Concrete Islands	SY	71	\$250.00	\$17,750.00	\$300.00	\$21,300.00	\$328.10	\$23,295.10
41	Concrete Truck Apron	SY	96	\$150.00	\$14,400.00	\$290.00	\$27,840.00	\$427.50	\$41,040.00
42	Center Island Floral Design	LS	1	\$35,000.00	\$35,000.00	\$51,000.00	\$51,000.00	\$1,046,242.30	\$1,046,242.30
43	Pedestrian Ramps	EA	13	\$750.00	\$9,750.00	\$1,425.00	\$18,525.00	\$3,085.00	\$40,105.00
44	Bike Path Ramps	EA	4	\$750.00	\$3,000.00	\$1,400.00	\$5,600.00	\$3,852.60	\$15,410.40
45	Paint Pavement Marking - White with Black Edges (4")	LF	412	\$2.00	\$824.00	\$3.00	\$1,236.00	\$3.30	\$1,359.60
46	Paint Pavement Marking - Yellow (4")	LF	282	\$2.00	\$564.00	\$3.00	\$846.00	\$3.30	\$930.60
47	Thermoplastic Pavement Marking - White (6")	LF	11437	\$6.00	\$68,622.00	\$3.50	\$40,029.50	\$3.60	\$41,173.20
48	Thermoplastic Pavement Marking - Yellow (6")	LF	13773	\$6.00	\$82,638.00	\$3.50	\$48,205.50	\$3.60	\$49,582.80
49	Thermoplastic Pavement Marking - White (12")	LF	129	\$12.50	\$1,612.50	\$20.50	\$2,644.50	\$21.70	\$2,799.30
50	Thermoplastic Pavement Marking - White Yield Line	LF	10	\$50.00	\$500.00	\$41.50	\$415.00	\$43.50	\$435.00
51	Thermoplastic Pavement Marking - White Yield Marking Lettering	EA	4	\$1,000.00	\$4,000.00	\$970.00	\$3,880.00	\$1,014.90	\$4,059.60
52	Thermoplastic Pavement Marking - White Chevron (12")	EA	4	\$550.00	\$2,200.00	\$415.00	\$1,660.00	\$435.00	\$1,740.00
53	Thermoplastic Pavement Marking - White Elephant Feet (24")	EA	63	\$150.00	\$9,450.00	\$35.00	\$2,205.00	\$36.30	\$2,286.90
54	Thermoplastic Pavement Marking - Green Elephant Feet (24")	EA	32	\$200.00	\$6,400.00	\$48.00	\$1,536.00	\$50.70	\$1,622.40
55	Thermoplastic Pavement Marking - White Traffic Symbols	EA	8	\$750.00	\$6,000.00	\$1,040.00	\$8,320.00	\$1,087.40	\$8,699.20
56	Thermoplastic Pavement Marking - Bike Symbol	EA	34	\$750.00	\$25,500.00	\$550.00	\$18,700.00	\$580.00	\$19,720.00
57	Thermoplastic Pavement Marking - Pedestrian Symbol	EA	4	\$750.00	\$3,000.00	\$1,050.00	\$4,200.00	\$1,087.40	\$4,349.60
58	Green Surface Treatment	SY	988	\$150.00	\$148,200.00	\$25.00	\$24,700.00	\$26.10	\$25,786.80
59	Standard Signs (0.125" Thickness)	SF	156	\$30.00	\$4,680.00	\$31.50	\$4,914.00	\$33.00	\$5,148.00
60	Standard Signs (0.100" Thickness)	SF	33	\$30.00	\$990.00	\$29.00	\$957.00	\$30.50	\$1,006.50
61	Street Name Sign	EA	4	\$500.00	\$2,000.00	\$1,830.00	\$7,320.00	\$1,906.60	\$7,626.40
62	Channel Post Sign Support (Type U-1)	EA	45	\$110.00	\$4,950.00	\$525.00	\$23,625.00	\$551.00	\$24,795.00
63	Flexible Delineator	EA	4	\$500.00	\$2,000.00	\$133.00	\$532.00	\$140.60	\$562.40
64	EATON PFPRV-1-A25-T3-15-9	EA	13	\$8,000.00	\$104,000.00	\$68,500.00	\$890,500.00	\$72,131.70	\$937,712.10
65	Landscaping	LS	1	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$43,496.50	\$43,496.50
66	London Plane Tree	EA	2	\$500.00	\$1,000.00	\$950.00	\$1,900.00	\$599.40	\$1,198.80
67	Poplar Bikeway Mile Marker	EA	16	\$500.00	\$8,000.00	\$2,775.00	\$44,400.00	\$2,899.80	\$46,396.80
68	13th St. Bikeway Mile Marker	EA	4	\$500.00	\$2,000.00	\$2,775.00	\$11,100.00	\$2,899.80	\$11,599.20
69	City of Rogers Street Name Marker	EA	8	\$500.00	\$4,000.00	\$2,775.00	\$22,200.00	\$2,899.80	\$23,198.40
70	Poplar Bikeway Decision Sign	EA	2	\$300.00	\$600.00	\$1,150.00	\$2,300.00	\$1,203.40	\$2,406.80
71	13th St. Bikeway Decision Sign	EA	2	\$300.00	\$600.00	\$1,150.00	\$2,300.00	\$1,203.40	\$2,406.80
72	City of Rogers Turn Sign	EA	2	\$300.00	\$600.00	\$1,150.00	\$2,300.00	\$1,203.40	\$2,406.80
73	Pyro-Box Pedestrian Counter	EA	2	\$2,000.00	\$4,000.00	\$9,700.00	\$19,400.00	\$10,141.90	\$20,283.80
74	Owner's Allowance	LS	1	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Estimated Roadway Construction Subtotal					\$2,722,623.75		\$3,779,343.75		\$6,065,417.22

Schedule D - Poplar and 13th Street Roundabout - Waterline									
75	Utility Mobilization	LS	1	\$25,000.00	\$25,000.00	\$8,900.00	\$8,900.00	\$23,198.00	\$23,198.00
76	Trenching and Excavation Safety Systems for Water	LS	1	\$15,000.00	\$15,000.00	\$4,750.00	\$4,750.00	\$10,874.00	\$10,874.00
77	8" Ductile Iron Pipe	LF	1145	\$285.00	\$326,325.00	\$128.00	\$146,560.00	\$176.90	\$202,550.50

78	6" Tapping Sleeve & Valve	EA	1	\$6,000.00	\$6,000.00	\$14,550.00	\$14,550.00	\$6,524.50	\$6,524.50
79	12"X6" Tapping Sleeve & Valve	EA	1	\$7,500.00	\$7,500.00	\$14,700.00	\$14,700.00	\$10,874.10	\$10,874.10
80	12"X8" Tapping Sleeve & Valve	EA	1	\$8,000.00	\$8,000.00	\$15,600.00	\$15,600.00	\$11,454.10	\$11,454.10
81	2" Gate Valve	EA	1	\$2,000.00	\$2,000.00	\$1,675.00	\$1,675.00	\$1,232.40	\$1,232.40
82	6" Gate Valve	EA	1	\$2,500.00	\$2,500.00	\$2,825.00	\$2,825.00	\$5,219.60	\$5,219.60
83	8" Gate Valve	EA	9	\$3,500.00	\$31,500.00	\$3,825.00	\$34,425.00	\$6,089.50	\$54,805.50
84	Air Release Valve & Assembly	EA	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,639.60	\$4,639.60
85	2.25" Cut, Cap, and Blocking	EA	1	\$1,750.00	\$1,750.00	\$3,125.00	\$3,125.00	\$4,494.60	\$4,494.60
86	6" Cut, Cap, and Blocking	EA	3	\$2,750.00	\$8,250.00	\$3,400.00	\$10,200.00	\$5,219.60	\$15,658.80
87	8" Cut, Cap, and Blocking	EA	1	\$4,600.00	\$4,600.00	\$3,600.00	\$3,600.00	\$5,654.60	\$5,654.60
88	Fire Hydrant Assembly	EA	3	\$9,000.00	\$27,000.00	\$9,500.00	\$28,500.00	\$11,454.10	\$34,362.30
89	Remove Plug and Connect To Existing Water Line	EA	2	\$1,000.00	\$2,000.00	\$2,400.00	\$4,800.00	\$1,739.90	\$3,479.80
90	Ductile Iron MJ Fittings	LB	1912	\$35.00	\$66,920.00	\$17.50	\$33,460.00	\$29.00	\$55,448.00
91	1" Service Line w/ Single 5/8" Meter Set (Short Side of Street)	EA	1	\$2,750.00	\$2,750.00	\$2,525.00	\$2,525.00	\$3,479.70	\$3,479.70
92	1" Service Line w/ Single 5/8" Meter Set (Long Side of Street)	EA	4	\$3,500.00	\$14,000.00	\$3,525.00	\$14,100.00	\$4,204.70	\$16,818.80
93	1" Service Line w/ Double 5/8" Meter Set (Long Side of Street)	EA	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,074.60	\$5,074.60
94	4" PVC Pipe Sleeve	LF	484	\$20.00	\$9,680.00	\$35.00	\$16,940.00	\$21.70	\$10,502.80
95	Connect To Existing Service Corp Stop	EA	1	\$1,000.00	\$1,000.00	\$1,195.00	\$1,195.00	\$2,174.80	\$2,174.80
96	Asphalt Pavement Repair	SY	118	\$200.00	\$23,600.00	\$117.00	\$13,806.00	\$144.60	\$17,062.80
97	Concrete Pavement Repair	SY	298	\$200.00	\$59,600.00	\$94.00	\$28,012.00	\$165.50	\$49,319.00
98	Class 7 Backfill	TON	381	\$40.00	\$15,240.00	\$36.00	\$13,716.00	\$40.60	\$15,468.60
99	Owner's Allowance	LS	1	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Waterline Subtotal					\$708,715.00	\$475,964.00		\$620,371.50	

Schedule E - Poplar and 13th Street Roundabout - Sewerline

100	Utility Mobilization	LS	1	\$15,000.00	\$15,000.00	\$8,850.00	\$8,850.00	\$14,499.00	\$14,499.00
101	Trenching and Excavation Safety Systems for Sewer	LS	1	\$15,000.00	\$15,000.00	\$6,270.00	\$6,270.00	\$9,424.00	\$9,424.00
102	8" SDR26 PVC Sanitary Sewer Pipe	LF	1034	\$160.00	\$165,440.00	\$131.00	\$135,454.00	\$123.20	\$127,388.80
103	4' Dia. Cast-In-Place Manhole, 6' Depth	EA	5	\$5,500.00	\$27,500.00	\$7,900.00	\$39,500.00	\$9,424.20	\$47,121.00
104	4' Dia. Manhole Extra Depth	VF	11	\$500.00	\$5,500.00	\$285.00	\$3,135.00	\$1,087.40	\$11,961.40
105	Non-Shear Fernco Repair Coupling	EA	1	\$200.00	\$200.00	\$1,400.00	\$1,400.00	\$1,377.40	\$1,377.40
106	Connect Proposed Sewer Pipe To Existing Manhole	EA	2	\$2,500.00	\$5,000.00	\$4,600.00	\$4,600.00	\$2,029.80	\$4,059.60
107	Plug Existing Line	EA	1	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$1,739.90	\$1,739.90
108	4" Sewer Service Connection (Short Side Of Street)	EA	2	\$3,000.00	\$6,000.00	\$2,125.00	\$4,250.00	\$1,449.90	\$2,899.80
109	4" Sewer Service Connection (Long Side Of Street)	EA	4	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$2,609.80	\$10,439.20
110	Manhole Abandonment	EA	2	\$10,000.00	\$20,000.00	\$4,100.00	\$8,200.00	\$3,624.70	\$7,249.40
111	Remove and Dispose of Manhole	EA	1	\$5,500.00	\$5,500.00	\$3,600.00	\$3,600.00	\$9,424.20	\$9,424.20
112	Asphalt Pavement Repair	SY	342	\$200.00	\$68,400.00	\$141.00	\$48,222.00	\$130.40	\$44,596.80
113	Class 7 Backfill	TON	1144	\$40.00	\$45,760.00	\$36.00	\$41,184.00	\$40.60	\$46,446.40
114	Owner's Allowance	LS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Sewerline Subtotal					\$437,300.00	\$361,965.00		\$378,626.90	

361,965 + 4,600=
\$366,565.00

Total Bid (water) - \$655,408 – includes \$60,000 contingency allowance
Total Bid (sewer) - \$366,565 – includes \$40,000 contingency allowance

\$8,020,871.25

\$12,629,273.25

\$16,610,777.42

Engineer's Total

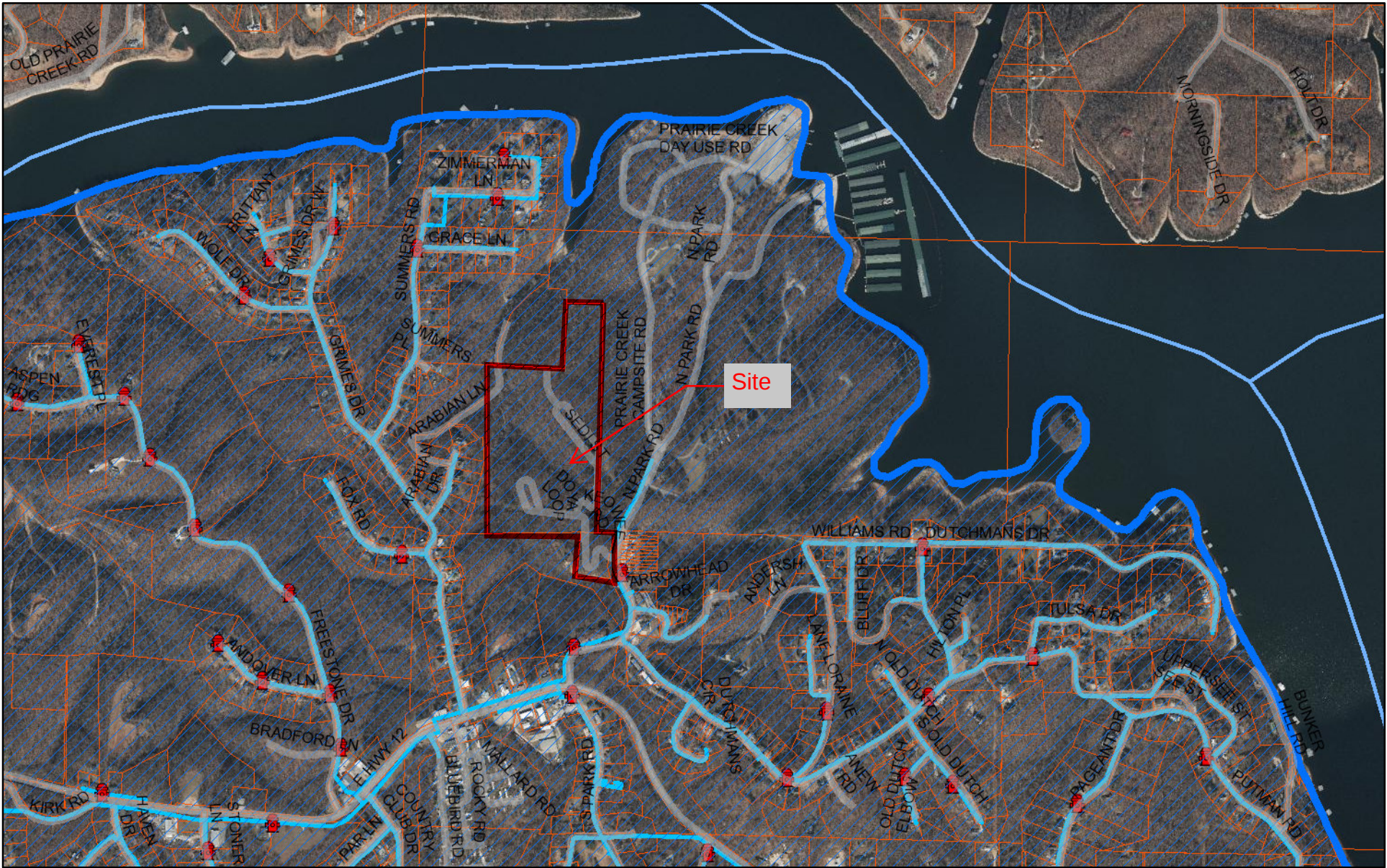
Brother's Total
missing \$4,600

ESS Total

Staff recommends acceptance of the low bid by Brothers Construction, and authorization to reimburse the City of Rogers for funding of Water and Sewer construction.

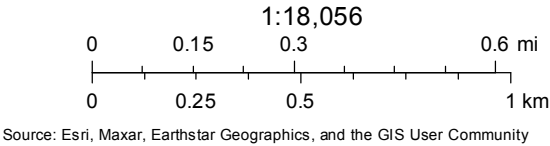
\$12,633,873.25
Brother's Total w
\$4,600

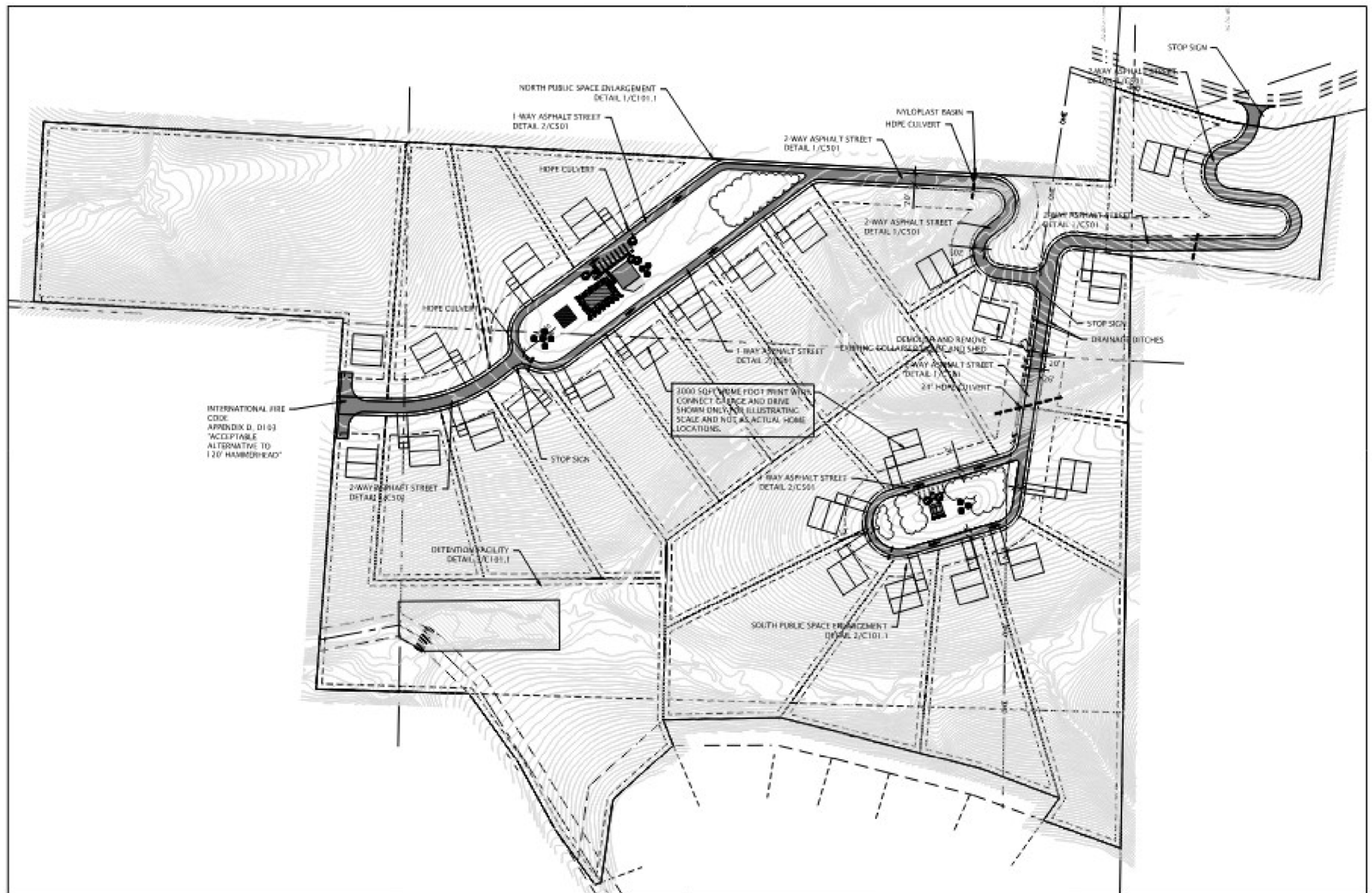
Vicinity Map - Prairie Creek PUD



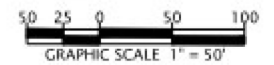
August 17, 2023

- | | | | |
|--------------------|---------------|---------|-------|
| Railroad | Fire Hydrants | Ponds | Parks |
| Roads | Water Lines | Lakes | |
| Water Service Area | Parcels | Streams | |





1 SITE PLAN





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 _____;
[Example: a natural person, partnership, Arkansas limited liability company, etc.]

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 _____ 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

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 (water and sewer only) 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 _____
of _____
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 \$_____ based upon _____ living units and _____ commercial lot(s) (\$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

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:

[Provide Applicant's Address for Sending Notices]

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.

Sec. 54-11. Vacancies.

Vacancies on the waterworks and sewer commission shall be filled for the unexpired term by appointment by the remaining commissioners, and such appointment shall be confirmed by two-thirds of the duly elected and qualified members of the city council.

(Code 1982, § 19-27; Code 1997, § 118-46)

State law reference(s)—Appointments to fill vacancies, A.C.A. § 14-234-304.