



ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA
SEPTEMBER 23, 2024
4:00 PM

AGENDA

CALL TO ORDER:

1. *****
THIS MEETING HAS BEEN RESCHEDULED FOR MONDAY, SEPTEMBER 23, 2024, AT 4:00P

ACTION ON MINUTES:

1. Minutes from August 19th, 2024 Water and Sewer Commission Meeting

REPORTS:

1. Financial Reports - J. Sigmon
2. Engineering Reports - B. Sartain
3. RPCF Reports - T. Beaver

OLD BUSINESS:

NEW BUSINESS:

1. Engineering Proposal - ARDOT Hwy 112 Utility Relocations - B. Sartain
2. Service Agreement for Water Storage Tanks - B. Sartain
3. Engineering Proposal - SCADA Evaluation & Redeployment - J. Roegner
4. Resolution 24-27 Authorizing the Purchase of a Certain Replacement Part for the Sludge Dryer at the Rogers Pol
T. Beaver
5. Conceptual Design Presentation of RPCF Capacity Improvements - Freese & Nichols

ADJOURN:

Rogers Waterworks and Sewer Commission

August 19, 2024

Minutes

The Rogers Waterworks and Sewer Commission held its regularly scheduled meeting at 4:00 PM Monday, August 19, 2024, in the Rogers Administration Building located at 601 S 2nd Street. Present were Commissioners Jerry Carmichael, Kathy McClure, Travis Greene and Paige Sultemeier. Rogers Water Utilities staff present were Jered Sigmon, Brian Sartain, Todd Beaver, Johnny Lunsford, Debbie Putman, Dana Daniel, Mark Landis, Aaron Short, David Ingram, Mario Morales, Jerry Roegner and Brent Dobler. Robert Frazier, with the Frazier Law Firm, was also in attendance.

Chairman Carmichael called the meeting to order at 4:00PM. Chairman Carmichael then asked for a motion to approve the July 22, 2024, Water and Sewer Commission meeting minutes. Commissioner Greene made a motion to approve, and Commissioner McClure seconded. All in favor, motion carried.

Chairman Carmichael then recognized Jered Sigmon to present the financial reports for July 2024. YTD Income in the water department was \$590,926.33. YTD Income in the Sewer department was \$598,226.48. Billed revenue for the month in the Water department was \$1,830,022 a 6.8% YOY increase. Billed revenue for the month in the Sewer department was \$1,550,837 a 7.4% YOY increase. Water consumption was up 1.3% YOY at 355,071,000 gallons, and Sewer consumption was up 3.6% YOY at \$198,553,700 gallons. With 8.3% of the year passed, revenues in the Water department were at 9.5% and expenses were at 8.6%. In the Sewer department, revenues were at 7.1% and expenses were at 6.9%. Total unrestricted and restricted funds are at \$50.1M, versus \$48.0M in July of 2023. The 12-month rolling average for lost water stands at 7.3%. Mr. Sigmon also stated that our annual audit will be taking place in September.

Chairman Carmichael then recognized Brian Sartain to go over the Engineering reports. Mr. Sartain stated that the department had reviewed 104 total plan sets including 29 large scale developments such as the Temple Live sixteen story hotel and convention center and Gilbert Plaza at 4th and Walnut. RWU has also reviewed the new soccer stadium at Promenade as well. 47 commercial building plans were reviewed in August as well. He presented a map of the proposed development locations and mentioned that the I-49 and Pleasant Grove interchange is most likely our next development frontier as we are seeing quite a bit of pre-design. The new Unified Development Code was approved by the City of Rogers during the month also. Commissioner Carmichael asked Brian if RWU had any concerns with the new code. Mr. Sartain explained that the only concerns we have are in some of the very dense areas where RWU's utilities will be located under the streets. This is not a big problem of and by itself, but many of these streets will be designed as stormwater retention facilities and RWU will have to ensure that separation, where necessary, is adequately addressed. He then briefly elaborated on the project status of the S. 1st Street sewer capacity bottleneck as well as downstream constraints. The Highway 112 widening utility relocation is under design. RWU received 0 bids on the 5th & Walnut water and sewer line replacement and will address later in the meeting. The Uptown & Oak St overpass was completed. Brian stated that Danny Lester (RWU) has been managing the sewer maintenance contracts in Field Ops and has been doing an outstanding job. RWU is still on schedule for an October start date on the RPCF Solids Handling Facility. Alignment design work continues the water transmission main from the new

Beaver Water District Western Corridor Pump Station. The Pinnacle sewer project is moving forward, but we do have an issue with the sod restoration that will be addressed later in the meeting.

Commissioner Carmichael then recognized Todd Beaver to go over the RPCF reports. An issue did arise at the plant over the weekend, and that is why the phosphorus numbers are somewhat elevated. However, we were still well within our limits. All others were fine. He then gave a report on the replacement of the dryer gearbox. This did take longer than anticipated but was now complete. The RPCF treated 305.5 MG in July, meaning we treated 26.5 from I and I. These flows included 3.26" of rain over 8 events. The historical average rainfall for July is 4.2". He noted that our dry weather flows were adjusted up .5 MGD which is consistent with our growth data.

Commissioner Carmichael then recognized Brent Dobler to present RESOLUTION 24-25 AUTHORIZING PURCHASE OF MATERIALS AND SERVICES FOR THE PROPERTY RESTORATION; AUTHORIZING EXPENDITURE OF FUND FOR THE PURCHASES; WAIVING THE REQUIREMENTS FOR COMPETITIVE BIDDING; AND FOR OTHER PURPOSES. Mr. Dobler presented a map showing what remains to be completed as far as sod replacement on the Pinnacle Golf Course. He stated that this resolution would allow RWU to complete the sod installation only if all other avenues fail. Current negotiations are underway, and this Resolution will only be utilized if the current negotiations fail. This is a contingency so that the golf course portion of the project can be completed in time for the LPGA tournament next month. Commissioner McClure made a motion to approve RESOLUTION 24-25 AUTHORIZING PURCHASE OF MATERIALS AND SERVICES FOR THE PROPERTY RESTORATION; AUTHORIZING EXPENDITURE OF FUND FOR THE PURCHASES; WAIVING THE REQUIREMENTS FOR COMPETITIVE BIDDING; AND FOR OTHER PURPOSES. Commissioner Sultemeier seconded the motion. All in favor, RESOLUTION 24-25 passes.

Commissioner Carmichael then recognized Brian Sartain to present RESOLUTION 24-26 AUTHORIZING EMERGENCY CONTRACTING PROCEDURES FOR THE 5TH AND WALNUT WATER AND SEWER REPLACEMENT PROJECT; AND FOR OTHER PURPOSES. Mr. Sartain stated that the street department has found an issue at this location. Upon RWU being notified of the issue, RWU requested bids from qualified contractors, however, no bids were received. This Resolution will allow RWU to use emergency procurement procedures to perform the work at 5th & Walnut. Commissioner Sultemeier made a motion to approve RESOLUTION 24-26 AUTHORIZING EMERGENCY CONTRACTING PROCEDURES FOR THE 5TH AND WALNUT WATER AND SEWER REPLACEMENT PROJECT; AND FOR OTHER PURPOSES. Commissioner McClure seconded the motion. All in favor, RESOLUTION 24-26 passes.

With no further items, Commissioner Carmichael called for a motion to adjourn. Commissioner McClure made a motion and Commissioner Greene seconded. Meeting adjourned.

Respectfully Submitted,

Brent Dobler/Secretary

rwwscmin081924

September 16, 2024

To: The Rogers Water and Sewer Commission
From: Jered Sigmon, Controller
Re: August 2024 Financial Information

Billed Revenue and Consumption

Aug 2024	Billed Revenue Current Month	Billed Revenue YOY % Change	Consumption Current Month	Consumption YOY % Change
Water	\$2,063,321	10.2%	409,924,900	5.5%
Sewer	\$1,659,006	7.9%	221,140,700	7.0%

Actuals vs Budget

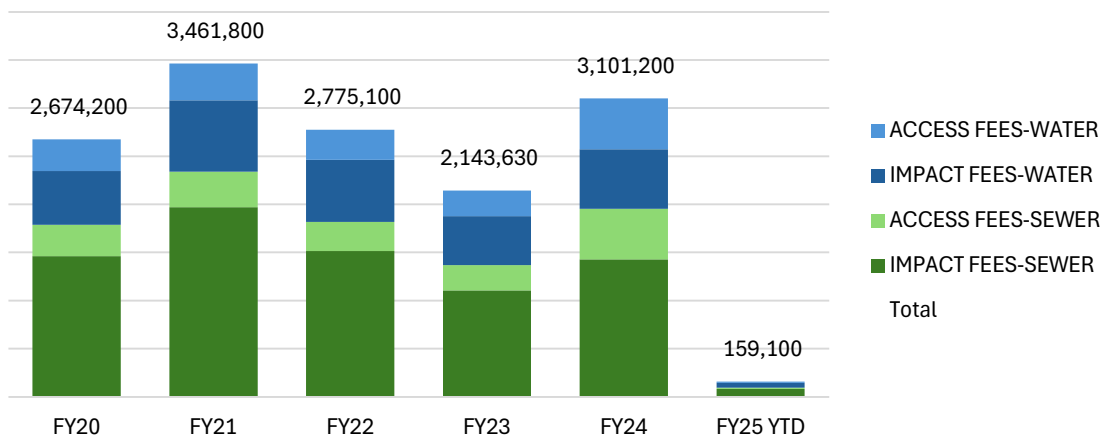
	% FY Passed	Revenues	Expenses	Capital
Water	16.7%	19.9%	15.7%	6.0%
Sewer	16.7%	14.7%	11.4%	3.7%

YTD Income (Loss)

Water and Sewer YTD income is positive and tracking with prior year income through same period.

Access & Impact Fee Revenue

\$133,200 collected this month. YTD actuals are 5% of the FY24 total and 7% of the FY25 budget.



Other Financial Reporting Items

- \$52.1M total unrestricted and restricted funds (\$49.6M same period last year).
- 7.2% lost water (12-month rolling average).

Rogers Water Utilities

Monthly Income (Loss) comparisons

WATER				Cumulative	Cumulative
	FY 2023	FY 2024	FY 2025	Variance to PY	% Change to PY
July	\$ 606,058.75	\$ 667,444.11	\$ 593,361.69	\$ (74,082.42)	-11.1%
August	\$ 876,035.33	\$ 732,171.70	\$ 734,490.95	\$ 2,319.25	0.3%
September	\$ 598,001.67	\$ 707,007.73			
October	\$ 749,926.53	\$ 574,412.76			
November	\$ 291,503.08	\$ 493,375.01			
December	\$ 120,180.03	\$ 481,020.61			
January	\$ 384,250.00	\$ 216,189.34			
February	\$ 214,287.94	\$ 294,388.85			
March	\$ 210,489.19	\$ 334,526.73			
April	\$ 335,697.09	\$ 189,293.24			
May	\$ 434,038.10	\$ 786,428.12			
June	\$ 264,440.84	\$ 441,120.86			
YTD Income (Loss)	\$ 5,084,908.55	\$ 5,917,379.06	\$ 1,327,852.64	\$ 2,319.25	0.3%
Income (Loss) Before APERS Pension Adjustment					
APERS Pension Adjustment	\$ 5,084,908.55	\$ 5,917,379.06	\$ 1,327,852.64		
Income per Audited Financial Stmts	\$ 30,599.45	\$ (182,525.83)	\$ -		
	\$ 5,115,508.00	\$ 5,734,853.23	\$ 1,327,852.64		
Annual Budget	\$ 3,415,000.00	\$ 3,740,000.00	\$ 4,800,682.00		

SEWER				Cumulative	Cumulative
	FY 2023	FY 2024	FY 2025	Variance to PY	% Change to PY
July	\$ 593,693.29	\$ 592,016.25	\$ 602,623.48	\$ 10,607.23	1.8%
August	\$ 618,119.21	\$ 561,720.12		\$ 629,651.46	12.1%
September	\$ 573,458.83	\$ 515,074.32			
October	\$ 599,571.85	\$ 614,402.48			
November	\$ 348,374.55	\$ 641,370.46			
December	\$ 336,457.27	\$ 614,035.91			
January	\$ 440,512.11	\$ 658,143.18			
February	\$ (101,216.06)	\$ 440,563.77			
March	\$ 318,709.84	\$ 485,250.55			
April	\$ 492,677.70	\$ 463,073.47			
May	\$ 710,512.68	\$ 990,997.66			
June	\$ 100,471.06	\$ (602,907.57)			
Plus one-time ARPA grant	\$ -	\$ 2,472,738.00			
YTD Income (Loss)	\$ 5,031,342.33	\$ 8,446,478.60	\$ 1,232,274.94	\$ 67,931.34	12.1%
FY Income (Loss) Before APERS Pension Adjustment					
Adjustment	\$ 5,031,342.33	\$ 8,446,478.60	\$ 1,232,274.94		
APERS Pension Adjustment	\$ 37,100.67	\$ (280,444.64)	\$ -		
Income per Audited Financial Stmts	\$ 5,068,443.00	\$ 8,166,033.96	\$ 1,232,274.94		
Annual Budget	\$ 4,620,000.00	\$ 3,348,250.00	\$ 7,980,056.00		



Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 08/31/2024

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 1 - WATER						
Revenue	20,474,760.00	20,474,760.00	2,137,442.19	4,080,351.94	-16,394,408.06	19.93%
Expense	15,579,278.00	15,674,078.00	1,104,706.73	2,454,254.79	13,219,823.21	15.66%
Fund: 1 - WATER Surplus (Deficit):	4,895,482.00	4,800,682.00	1,032,735.46	1,626,097.15	-3,174,584.85	33.87%
Fund: 2 - SEWER						
Revenue	23,293,160.00	23,293,160.00	1,757,772.10	3,414,020.70	-19,879,139.30	14.66%
Expense	15,313,104.00	15,313,104.00	694,064.77	1,747,689.89	13,565,414.11	11.41%
Fund: 2 - SEWER Surplus (Deficit):	7,980,056.00	7,980,056.00	1,063,707.33	1,666,330.81	-6,313,725.19	20.88%
Report Surplus (Deficit):	12,875,538.00	12,780,738.00	2,096,442.79	3,292,427.96	-9,488,310.04	25.76%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
1 - WATER	4,895,482.00	4,800,682.00	1,032,735.46	1,626,097.15	-3,174,584.85
2 - SEWER	7,980,056.00	7,980,056.00	1,063,707.33	1,666,330.81	-6,313,725.19
Report Surplus (Deficit):	12,875,538.00	12,780,738.00	2,096,442.79	3,292,427.96	-9,488,310.04



Rogers Water Utilities, AR

Prior-Year Comparative Income Statement

Account Summary

For the Period Ending 08/31/2024

		2024-2025 Aug. Activity	2023-2024 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	2024-2025 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 1 - WATER									
Revenue									
1-4440.00	RESIDENTIAL WATER	1,216,900.68	1,096,210.21	120,690.47	11.01%	2,304,460.83	2,112,458.71	192,002.12	9.09%
1-4450.00	COMMERCIAL WATER	570,678.71	567,525.03	3,153.68	0.56%	1,064,186.61	1,049,668.14	14,518.47	1.38%
1-4460.00	INDUSTRIAL WATER	182,320.20	136,292.45	46,027.75	33.77%	339,576.03	279,698.84	59,877.19	21.41%
1-4470.00	HYDRANTS	1,008.32	1,205.00	-196.68	-16.32%	2,213.32	2,430.00	-216.68	-8.92%
1-4470.01	FIRE LINES	11,400.00	11,020.00	380.00	3.45%	22,840.00	22,060.00	780.00	3.54%
1-4470.02	LABOR SALES	3,664.79	7,959.06	-4,294.27	-53.95%	7,508.40	13,285.00	-5,776.60	-43.48%
1-4470.03	AR DEPT OF HEALTH FEE	12,028.93	11,891.25	137.68	1.16%	24,095.05	23,845.06	249.99	1.05%
1-4470.04	LARGE TAP FEES	0.00	0.00	0.00	0.00%	0.00	4,000.00	-4,000.00	-100.00%
1-4470.05	MACHINE TIME SALES	1,347.50	2,484.38	-1,136.88	-45.76%	2,892.50	4,920.78	-2,028.28	-41.22%
1-4470.06	HYDRANT METER RENTALS	4,788.00	4,445.00	343.00	7.72%	9,191.00	10,080.00	-889.00	-8.82%
1-4470.07	MISC. WATER SALES	7,421.15	4,975.94	2,445.21	49.14%	14,538.75	13,606.83	931.92	6.85%
1-4471.00	SERVICE CHG. INCOME	19,760.00	20,420.00	-660.00	-3.23%	42,070.00	39,440.00	2,630.00	6.67%
1-4471.05	PENALTY	41,542.79	33,097.96	8,444.83	25.51%	66,529.38	70,163.38	-3,634.00	-5.18%
1-4472.00	INTEREST INCOME-INVESTMNTS	74,855.52	29,885.23	44,970.29	150.48%	149,413.86	59,382.41	90,031.45	151.61%
1-4472.01	INTEREST INCOME-BANK ACCTS	16,258.72	12,430.21	3,828.51	30.80%	27,986.97	24,284.24	3,702.73	15.25%
1-4472.98	INTEREST INCOME-BOND FUNDS	4,308.79	3,112.73	1,196.06	38.42%	7,603.90	5,585.61	2,018.29	36.13%
1-4474.00	SALE OF ASSETS	822.92	0.00	822.92	0.00%	822.92	0.00	822.92	0.00%
1-4475.00	RENT INCOME	0.00	1,195.00	-1,195.00	-100.00%	0.00	2,390.00	-2,390.00	-100.00%
1-4476.00	NEW CUSTOMER FEES	5,575.00	6,325.00	-750.00	-11.86%	12,375.00	12,300.00	75.00	0.61%
1-4476.10	ACCESS FEES	14,400.00	2,100.00	12,300.00	585.71%	14,700.00	76,800.00	-62,100.00	-80.86%
1-4476.20	IMPACT FEES	35,700.00	60,900.00	-25,200.00	-41.38%	47,800.00	111,300.00	-63,500.00	-57.05%
1-4482.00	INLAND BILLING REVENUE	5,544.50	5,482.25	62.25	1.14%	11,099.75	10,998.50	101.25	0.92%
1-4485.00	MISCELLANEOUS INCOME	2,538.70	225.46	2,313.24	1,026.01%	3,870.70	654.30	3,216.40	491.58%
	Revenue Total:	2,232,865.22	2,019,182.16	213,683.06	10.58%	4,175,774.97	3,949,351.80	226,423.17	5.73%
Expense									
Department: 555 - GENERAL EXPENSES									
1-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	0.00	58.50	58.50	100.00%	0.00	58.50	58.50	100.00%
1-555-5302	JANITORIAL EXPENSE	1,667.15	1,718.28	51.13	2.98%	5,001.45	3,385.43	-1,616.02	-47.73%
1-555-5305	MISCELLANEOUS	175.52	10,310.83	10,135.31	98.30%	652.17	20,389.85	19,737.68	96.80%
1-555-5330	BEAVER WATERSHED ALLIANCE	0.00	0.00	0.00	0.00%	5,000.00	0.00	-5,000.00	0.00%
1-555-5350	UTILITIES	2,279.03	2,340.82	61.79	2.64%	4,898.69	4,407.72	-490.97	-11.14%
1-555-5400	ARKANSAS PUBLIC WATER FEE	12,123.60	11,730.40	-393.20	-3.35%	23,854.00	23,460.80	-393.20	-1.68%
1-555-5402	CUSTOMER PAYMENT FEES	10,924.54	0.00	-10,924.54	0.00%	22,387.06	0.00	-22,387.06	0.00%
1-555-5500	WATER PURCHASES	677,977.30	618,467.68	-59,509.62	-9.62%	1,329,489.70	1,240,097.72	-89,391.98	-7.21%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2024

		2024-2025	2023-2024	Aug. Variance		2024-2025	2023-2024	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
1-555-5580	EQUIP. MAINT. FEES	89.00	89.00	0.00	0.00%	178.00	178.00	0.00	0.00%
1-555-5581	SOFTWARE MAINTENANCE FEES	17,811.12	3,302.73	-14,508.39	-439.28%	26,382.06	11,242.23	-15,139.83	-134.67%
1-555-5600	INSURANCE-OTHER	0.00	1,552.25	1,552.25	100.00%	0.00	3,104.50	3,104.50	100.00%
1-555-5602	INSURANCE-BLDGS & CONTENTS	1,694.46	0.00	-1,694.46	0.00%	3,388.92	0.00	-3,388.92	0.00%
1-555-5650	ACCOUNTING/AUDIT EXPENSE	0.00	1,135.61	1,135.61	100.00%	0.00	2,271.22	2,271.22	100.00%
1-555-5651	ATTORNEY RETAINER FEES	1,380.00	2,360.00	980.00	41.53%	2,770.00	4,160.00	1,390.00	33.41%
1-555-5653	LEGAL CLAIMS-MISCELLANEOUS	2,849.12	0.00	-2,849.12	0.00%	4,699.12	0.00	-4,699.12	0.00%
1-555-5701	2016 BOND INTEREST	31,861.98	33,178.64	1,316.66	3.97%	63,723.96	66,357.28	2,633.32	3.97%
1-555-5702	AMORTIZATION-2016 BONDS	-2,309.83	-2,309.83	0.00	0.00%	-2,309.83	-4,619.66	-2,309.83	-50.00%
1-555-5703	2012 BOND INTEREST	14,631.25	15,731.25	1,100.00	6.99%	29,262.50	31,462.50	2,200.00	6.99%
1-555-5704	2012 BOND REFUNDING COSTS	4,035.72	4,035.72	0.00	0.00%	8,071.44	8,071.44	0.00	0.00%
1-555-5705	AMORTIZATION-2012 BONDS	-199.31	-199.31	0.00	0.00%	-398.62	-398.62	0.00	0.00%
1-555-5706	2016 BOND REFUNDING COSTS	605.26	605.26	0.00	0.00%	605.26	1,210.52	605.26	50.00%
1-555-5707	2016 BOND INSURANCE	69.40	69.40	0.00	0.00%	69.40	138.80	69.40	50.00%
1-555-5800	DEPRECIATION	270,643.00	242,480.01	-28,162.99	-11.61%	513,123.01	484,960.02	-28,162.99	-5.81%
1-555-5801	AMORT OF SOFTWARE HOSTING-AZT...	0.00	2,500.00	2,500.00	100.00%	0.00	5,000.00	5,000.00	100.00%
1-555-5802	AMORT OF SOFTWARE HOSTING-TYL...	0.00	1,105.00	1,105.00	100.00%	0.00	2,210.00	2,210.00	100.00%
1-555-5850	BAD DEBTS	0.00	2,559.19	2,559.19	100.00%	0.00	4,513.28	4,513.28	100.00%
Department 555 - GENERAL EXPENSES Total:		1,048,308.31	952,821.43	-95,486.88	-10.02%	2,040,848.29	1,911,661.53	-129,186.76	-6.76%
Department: 560 - ENGINEERING									
1-560-5100	SALARIES ENGINEERING	46,037.18	44,132.86	-1,904.32	-4.31%	80,290.21	97,758.11	17,467.90	17.87%
1-560-5102	CAPITALIZED COSTS	0.00	-16,860.00	-16,860.00	-100.00%	0.00	-33,010.00	-33,010.00	-100.00%
1-560-5104	PERS-ENGINEERING	8,465.12	4,586.09	-3,879.03	-84.58%	13,252.45	9,448.16	-3,804.29	-40.26%
1-560-5105	HEALTH INSURANCE	5,155.54	5,017.83	-137.71	-2.74%	10,311.08	10,713.75	402.67	3.76%
1-560-5106	LIFE INSURANCE	165.59	129.97	-35.62	-27.41%	332.11	266.33	-65.78	-24.70%
1-560-5107	DISABILITY INSURANCE	90.28	38.67	-51.61	-133.46%	180.56	80.87	-99.69	-123.27%
1-560-5111	FICA	4,026.13	2,700.66	-1,325.47	-49.08%	6,288.94	6,686.52	397.58	5.95%
1-560-5252	TRAINING EXPENSE	0.00	350.00	350.00	100.00%	0.00	350.00	350.00	100.00%
1-560-5305	MISCELLANEOUS	165.38	48.02	-117.36	-244.40%	1,231.90	48.02	-1,183.88	-2,465.39%
1-560-5306	SUPPLIES	102.89	0.00	-102.89	0.00%	906.57	0.00	-906.57	0.00%
1-560-5307	OUTSIDE SERVICES	378.79	465.15	86.36	18.57%	741.58	930.31	188.73	20.29%
1-560-5308	ASSOCIATION DUES & EXPENSE	106.50	1,155.00	1,048.50	90.78%	106.50	1,275.00	1,168.50	91.65%
1-560-5551	VEHICLE EXPENSE	586.61	495.20	-91.41	-18.46%	1,172.67	838.09	-334.58	-39.92%
1-560-5581	SOFTWARE MAINTENANCE	533.02	748.59	215.57	28.80%	1,234.12	1,497.18	263.06	17.57%
1-560-5601	WORKMANS COMPENSATION	516.93	602.81	85.88	14.25%	516.93	1,205.62	688.69	57.12%
1-560-5602	INSURANCE-BLDGS & CONTENTS	34.67	29.99	-4.68	-15.61%	69.34	59.98	-9.36	-15.61%
1-560-5603	INSURANCE-VEHICLES	33.92	53.10	19.18	36.12%	67.84	106.20	38.36	36.12%
1-560-5800	DEPRECIATION	1,058.00	2,166.66	1,108.66	51.17%	3,224.66	4,333.32	1,108.66	25.58%
1-560-5950	TRANSFER ADMIN COSTS/SEWER	0.00	-4,200.00	-4,200.00	-100.00%	0.00	-8,400.00	-8,400.00	-100.00%
Department 560 - ENGINEERING Total:		67,456.55	41,660.60	-25,795.95	-61.92%	119,927.46	94,187.46	-25,740.00	-27.33%

Prior-Year Comparative Income Statement

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		2024-2025	2023-2024	Aug. Variance		2024-2025	2023-2024	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
Department: 565 - FIELD									
1-565-5100	SALARIES FIELD	114,755.14	102,780.37	-11,974.77	-11.65%	199,510.75	179,876.45	-19,634.30	-10.92%
1-565-5102	CAPITALIZED COSTS	0.00	-1,208.75	-1,208.75	-100.00%	0.00	-4,097.50	-4,097.50	-100.00%
1-565-5104	PERS-FIELD	20,176.72	12,167.66	-8,009.06	-65.82%	34,173.72	23,978.77	-10,194.95	-42.52%
1-565-5105	HEALTH INSURANCE	12,914.43	10,896.65	-2,017.78	-18.52%	25,828.86	21,499.47	-4,329.39	-20.14%
1-565-5106	LIFE INSURANCE	402.14	315.66	-86.48	-27.40%	806.55	646.83	-159.72	-24.69%
1-565-5107	DISABILITY INSURANCE	219.24	93.90	-125.34	-133.48%	438.48	196.38	-242.10	-123.28%
1-565-5110	UNIFORMS	1,686.93	1,077.36	-609.57	-56.58%	2,769.81	2,893.57	123.76	4.28%
1-565-5111	FICA	9,766.07	5,887.97	-3,878.10	-65.86%	16,542.90	11,601.35	-4,941.55	-42.59%
1-565-5251	TRAVEL AND TRAINING	2,033.18	50.00	-1,983.18	-3,966.36%	2,033.18	554.12	-1,479.06	-266.92%
1-565-5304	SAFETY EQUIPMENT	1,936.68	468.93	-1,467.75	-313.00%	6,309.06	2,053.52	-4,255.54	-207.23%
1-565-5305	MISCELLANEOUS	62.42	883.51	821.09	92.93%	345.87	811.62	465.75	57.39%
1-565-5306	OFFICE SUPPLIES	-339.65	624.83	964.48	154.36%	182.37	1,152.92	970.55	84.18%
1-565-5307	OUTSIDE SERVICES	940.72	823.74	-116.98	-14.20%	2,416.82	1,685.32	-731.50	-43.40%
1-565-5308	DUES, SUBSCR, LICENSE	263.00	248.80	-14.20	-5.71%	263.00	808.80	545.80	67.48%
1-565-5315	CUSTOMER DAMAGE PAYMENTS	135.00	0.00	-135.00	0.00%	135.00	0.00	-135.00	0.00%
1-565-5350	UTILITIES	7,602.09	6,900.02	-702.07	-10.17%	15,120.75	14,323.73	-797.02	-5.56%
1-565-5551	VEHICLE MAINT.	2,199.71	2,685.41	485.70	18.09%	12,044.75	4,920.99	-7,123.76	-144.76%
1-565-5552	FIELD REPAIR AND MAINT.	53,629.94	16,286.79	-37,343.15	-229.28%	89,547.79	33,130.40	-56,417.39	-170.29%
1-565-5553	BACKHOE	0.00	0.00	0.00	0.00%	0.00	207.80	207.80	100.00%
1-565-5555	SCADA HAND TOOLS	49.86	140.41	90.55	64.49%	160.12	244.50	84.38	34.51%
1-565-5557	EQUIPMENT MAINT.	4.25	17.98	13.73	76.36%	288.13	1,263.27	975.14	77.19%
1-565-5558	SUPPLIES, HAND TOOLS	8,217.62	1,815.73	-6,401.89	-352.58%	9,282.08	6,131.96	-3,150.12	-51.37%
1-565-5559	GAS AND OIL	4,311.87	5,586.76	1,274.89	22.82%	7,753.58	10,784.26	3,030.68	28.10%
1-565-5561	BUILDING MAINT.	1,010.20	383.32	-626.88	-163.54%	13,455.89	1,911.73	-11,544.16	-603.86%
1-565-5563	WATER TOWER MAINT	6,756.78	1,772.65	-4,984.13	-281.17%	6,756.78	2,480.59	-4,276.19	-172.39%
1-565-5581	SOFTWARE MAINTENANCE	-573.75	0.00	573.75	0.00%	3,645.22	0.00	-3,645.22	0.00%
1-565-5601	WORKMANS COMPENSATION	1,672.79	1,918.49	245.70	12.81%	1,672.79	3,738.20	2,065.41	55.25%
1-565-5602	INSURANCE-BLDGS & CONTENTS	1,012.65	2,184.88	1,172.23	53.65%	2,025.30	4,163.52	2,138.22	51.36%
1-565-5603	INSURANCE-VEHICLES	492.15	0.00	-492.15	0.00%	1,023.23	0.00	-1,023.23	0.00%
1-565-5800	DEPRECIATION	16,000.00	9,166.66	-6,833.34	-74.55%	25,166.66	18,333.32	-6,833.34	-37.27%
Department 565 - FIELD Total:		267,338.18	183,969.73	-83,368.45	-45.32%	479,699.44	345,295.89	-134,403.55	-38.92%
Department: 570 - OFFICE									
1-570-5100	SALARIES OFFICE	73,473.38	71,749.73	-1,723.65	-2.40%	131,844.10	124,507.26	-7,336.84	-5.89%
1-570-5104	PERS-OFFICE	13,442.34	8,405.19	-5,037.15	-59.93%	22,343.17	16,479.97	-5,863.20	-35.58%
1-570-5105	HEALTH INSURANCE	5,181.12	6,715.12	1,534.00	22.84%	10,362.24	13,249.42	2,887.18	21.79%
1-570-5106	LIFE INSURANCE	189.24	148.54	-40.70	-27.40%	362.45	304.38	-58.07	-19.08%
1-570-5107	DISABILITY INSURANCE	103.17	44.19	-58.98	-133.47%	197.38	92.42	-104.96	-113.57%
1-570-5111	FICA	6,423.14	4,006.83	-2,416.31	-60.30%	10,677.47	7,848.71	-2,828.76	-36.04%
1-570-5252	TRAINING EXPENSE	0.00	130.00	130.00	100.00%	0.00	130.00	130.00	100.00%
1-570-5305	MISCELLANEOUS	88.35	338.44	250.09	73.89%	80.41	602.85	522.44	86.66%
1-570-5306	OFFICE SUPPLIES	381.43	2,734.25	2,352.82	86.05%	1,984.07	3,848.62	1,864.55	48.45%

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		2024-2025	2023-2024	Aug. Variance Favorable / (Unfavorable)	Variance %	2024-2025	2023-2024	YTD Variance Favorable / (Unfavorable)	Variance %
		Aug. Activity	Aug. Activity			YTD Activity	YTD Activity		
1-570-5307	OUTSIDE SERVICES	959.01	52.18	-906.83	-1,737.89%	1,014.31	88.26	-926.05	-1,049.23%
1-570-5309	POSTAGE/MAILING	13,385.38	11,259.27	-2,126.11	-18.88%	25,969.09	27,403.10	1,434.01	5.23%
1-570-5311	PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	-150.00	0.00	150.00	0.00%
1-570-5312	ARKANSAS ONE CALL	968.65	1,430.95	462.30	32.31%	2,027.55	1,430.95	-596.60	-41.69%
1-570-5313	CASH LONG/SHORT	136.67	25.02	-111.65	-446.24%	42.90	3.07	-39.83	-1,297.39%
1-570-5320	COMPUTER EXPENSE	503.10	849.78	346.68	40.80%	655.75	1,263.68	607.93	48.11%
1-570-5601	WORKMANS COMPENSATION	36.25	44.21	7.96	18.00%	36.25	88.42	52.17	59.00%
1-570-5950	TRANSFER ADMIN COSTS/SEWER	0.00	625.00	625.00	100.00%	0.00	1,250.00	1,250.00	100.00%
	Department 570 - OFFICE Total:	115,271.23	108,558.70	-6,712.53	-6.18%	207,447.14	198,591.11	-8,856.03	-4.46%
	Expense Total:	1,498,374.27	1,287,010.46	-211,363.81	-16.42%	2,847,922.33	2,549,735.99	-298,186.34	-11.69%
	Fund 1 Surplus (Deficit):	734,490.95	732,171.70	2,319.25	0.32%	1,327,852.64	1,399,615.81	-71,763.17	-5.13%

Prior-Year Comparative Income Statement

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		2024-2025 Aug. Activity	2023-2024 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	2024-2025 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 2 - SEWER									
Revenue									
2-4440.00	RESIDENTIAL SEWER	1,003,159.06	953,674.79	49,484.27	5.19%	1,966,266.36	1,864,818.38	101,447.98	5.44%
2-4450.00	COMMERCIAL SEWER	334,750.48	335,395.24	-644.76	-0.19%	636,460.27	626,505.30	9,954.97	1.59%
2-4460.00	INDUSTRIAL SEWER	267,467.29	197,802.15	69,665.14	35.22%	497,353.80	406,489.41	90,864.39	22.35%
2-4470.02	LABOR SALES	650.00	407.68	242.32	59.44%	690.00	905.05	-215.05	-23.76%
2-4470.03	MACHINE TIME SALES	1,600.00	1,312.50	287.50	21.90%	2,000.00	2,328.14	-328.14	-14.09%
2-4471.05	PENALTY	15,310.15	13,268.10	2,042.05	15.39%	28,675.18	28,576.96	98.22	0.34%
2-4472.00	INTEREST INCOME-INVESTMNTS	99,391.31	36,513.01	62,878.30	172.21%	192,741.54	72,276.37	120,465.17	166.67%
2-4472.01	INTEREST INCOME-BANK ACCTS	6,134.74	4,804.12	1,330.62	27.70%	13,758.80	8,093.34	5,665.46	70.00%
2-4472.98	INTEREST INCOME-BOND FUNDS	4,070.50	3,725.32	345.18	9.27%	7,271.97	6,771.75	500.22	7.39%
2-4474.00	SALE OF ASSETS	822.92	0.00	822.92	0.00%	822.92	0.00	822.92	0.00%
2-4475.00	RENT INCOME	600.00	600.00	0.00	0.00%	1,200.00	1,200.00	0.00	0.00%
2-4476.00	NEW CUSTOMER FEES	6,330.00	7,232.62	-902.62	-12.48%	13,770.00	13,620.00	150.00	1.10%
2-4476.10	ACCESS FEES	14,100.00	2,350.00	11,750.00	500.00%	14,400.00	76,750.00	-62,350.00	-81.24%
2-4476.20	IMPACT FEES	69,000.00	150,200.00	-81,200.00	-54.06%	82,200.00	283,800.00	-201,600.00	-71.04%
2-4482.00	INLAND BILLING REVENUE	5,544.50	5,482.25	62.25	1.14%	11,099.75	10,998.50	101.25	0.92%
2-4485.00	MISCELLANEOUS INCOME	25,994.90	24,150.51	1,844.39	7.64%	42,463.86	58,065.17	-15,601.31	-26.87%
	Revenue Total:	1,854,925.85	1,736,918.29	118,007.56	6.79%	3,511,174.45	3,461,198.37	49,976.08	1.44%
Expense									
Department: 555 - GENERAL EXPENSES									
2-555-5252	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	0.00	750.00	750.00	100.00%
2-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	0.00	58.50	58.50	100.00%	0.00	58.50	58.50	100.00%
2-555-5302	JANITORIAL EXPENSE	1,667.15	1,718.28	51.13	2.98%	5,001.45	3,385.43	-1,616.02	-47.73%
2-555-5305	MISCELLANEOUS	225.62	10,379.17	10,153.55	97.83%	753.06	20,521.68	19,768.62	96.33%
2-555-5350	UTILITIES	2,266.76	2,254.91	-11.85	-0.53%	4,800.01	4,298.48	-501.53	-11.67%
2-555-5401	CITY FRANCHISE FEES	56,527.93	53,742.58	-2,785.35	-5.18%	109,725.59	153,788.42	44,062.83	28.65%
2-555-5402	CUSTOMER PAYMENT FEES	10,924.52	0.00	-10,924.52	0.00%	22,387.02	0.00	-22,387.02	0.00%
2-555-5580	EQUIP. MAINT. FEES	89.00	89.00	0.00	0.00%	178.00	178.00	0.00	0.00%
2-555-5581	SOFTWARE MAINTENANCE FEES	17,377.81	3,302.73	-14,075.08	-426.17%	23,247.43	11,242.22	-12,005.21	-106.79%
2-555-5600	INSURANCE-OTHER	0.00	795.60	795.60	100.00%	0.00	1,591.20	1,591.20	100.00%
2-555-5602	INSURANCE-BLDGS & CONTENTS	138.68	0.00	-138.68	0.00%	277.36	0.00	-277.36	0.00%
2-555-5650	ACCOUNTING/AUDIT EXPENSE	0.00	1,135.61	1,135.61	100.00%	0.00	2,271.22	2,271.22	100.00%
2-555-5651	ATTORNEY RETAINER FEES	2,380.00	3,540.00	1,160.00	32.77%	3,630.00	5,720.00	2,090.00	36.54%
2-555-5653	LEGAL CLAIMS-MISCELLANOUS	2,849.13	0.00	-2,849.13	0.00%	4,699.13	0.00	-4,699.13	0.00%
2-555-5800	DEPRECIATION	234,853.00	186,916.66	-47,936.34	-25.65%	421,769.66	373,833.32	-47,936.34	-12.82%
2-555-5801	AMORT OF SOFTWARE HOSTING-AZT...	0.00	2,500.00	2,500.00	100.00%	0.00	5,000.00	5,000.00	100.00%
2-555-5802	AMORT OF SOFTWARE HOSTING-TYL...	0.00	1,105.00	1,105.00	100.00%	0.00	2,210.00	2,210.00	100.00%
2-555-5850	BAD DEBTS	0.00	3,000.00	3,000.00	100.00%	0.00	6,000.00	6,000.00	100.00%
	Department 555 - GENERAL EXPENSES Total:	329,299.60	270,538.04	-58,761.56	-21.72%	596,468.71	590,848.47	-5,620.24	-0.95%

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For the Period Ending 08/31/2024

		2024-2025	2023-2024	Aug. Variance		2024-2025	2023-2024	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Department: 560 - ENGINEERING									
2-560-5100	SALARIES ENGINEERING	41,766.03	35,214.40	-6,551.63	-18.60%	75,189.32	61,234.41	-13,954.91	-22.79%
2-560-5102	CAPITALIZED COSTS	0.00	-13,081.25	-13,081.25	-100.00%	0.00	-25,415.00	-25,415.00	-100.00%
2-560-5104	PERS-ENGINEERING	7,679.87	4,149.88	-3,529.99	-85.06%	12,758.64	8,156.71	-4,601.93	-56.42%
2-560-5105	HEALTH INSURANCE	2,577.77	2,508.92	-68.85	-2.74%	5,155.54	4,950.03	-205.51	-4.15%
2-560-5106	LIFE INSURANCE	69.32	56.28	-13.04	-23.17%	138.64	112.56	-26.08	-23.17%
2-560-5107	DISABILITY INSURANCE	37.76	0.00	-37.76	0.00%	75.52	16.69	-58.83	-352.49%
2-560-5111	FICA	3,672.18	1,987.18	-1,685.00	-84.79%	6,099.72	3,892.65	-2,207.07	-56.70%
2-560-5252	TRAINING EXPENSE	0.00	700.00	700.00	100.00%	0.00	700.00	700.00	100.00%
2-560-5305	MISCELLANEOUS	165.39	48.01	-117.38	-244.49%	706.32	48.01	-658.31	-1,371.19%
2-560-5306	SUPPLIES	102.91	0.00	-102.91	0.00%	691.29	0.00	-691.29	0.00%
2-560-5307	OUTSIDE SERVICES	139.17	138.75	-0.42	-0.30%	333.08	277.51	-55.57	-20.02%
2-560-5308	ASSOCIATION DUES & EXPENSE	0.00	0.00	0.00	0.00%	0.00	40.00	40.00	100.00%
2-560-5551	VEHICLE EXPENSE	198.40	0.00	-198.40	0.00%	573.41	144.09	-429.32	-297.95%
2-560-5581	SOFTWARE MAINTENANCE	533.02	283.26	-249.76	-88.17%	1,234.13	566.52	-667.61	-117.84%
2-560-5601	WORKMANS COMPENSATION	239.62	288.45	48.83	16.93%	239.62	576.90	337.28	58.46%
2-560-5602	INSURANCE-BLDGS & CONTENTS	34.67	29.99	-4.68	-15.61%	69.34	59.98	-9.36	-15.61%
2-560-5603	INSURANCE-VEHICLES	36.48	18.19	-18.29	-100.55%	72.96	36.38	-36.58	-100.55%
2-560-5800	DEPRECIATION	657.00	2,166.66	1,509.66	69.68%	2,823.66	4,333.32	1,509.66	34.84%
2-560-5950	TRANSFER ADMIN COSTS/WATER	0.00	4,200.00	4,200.00	100.00%	0.00	8,400.00	8,400.00	100.00%
Department 560 - ENGINEERING Total:		57,909.59	38,708.72	-19,200.87	-49.60%	106,161.19	68,130.76	-38,030.43	-55.82%
Department: 565 - FIELD									
2-565-5100	SALARIES FIELD	105,996.73	103,593.87	-2,402.86	-2.32%	186,263.11	176,943.20	-9,319.91	-5.27%
2-565-5102	CAPITALIZED COSTS	0.00	-717.50	-717.50	-100.00%	0.00	-2,126.25	-2,126.25	-100.00%
2-565-5104	PERS-FIELD	19,103.46	12,227.82	-6,875.64	-56.23%	31,278.87	23,526.37	-7,752.50	-32.95%
2-565-5105	HEALTH INSURANCE	16,351.46	13,405.57	-2,945.89	-21.98%	32,702.92	26,449.49	-6,253.43	-23.64%
2-565-5106	LIFE INSURANCE	462.15	375.23	-86.92	-23.16%	924.30	750.46	-173.84	-23.16%
2-565-5107	DISABILITY INSURANCE	251.76	16.69	-235.07	-1,408.45%	503.52	127.93	-375.59	-293.59%
2-565-5110	UNIFORMS	1,485.19	1,787.94	302.75	16.93%	2,780.51	3,487.10	706.59	20.26%
2-565-5111	FICA	8,935.45	5,814.47	-3,120.98	-53.68%	14,622.77	11,144.30	-3,478.47	-31.21%
2-565-5251	TRAVEL AND TRAINING	730.00	637.80	-92.20	-14.46%	730.00	1,989.58	1,259.58	63.31%
2-565-5304	SAFETY EQUIPMENT	2,588.30	99.04	-2,489.26	-2,513.39%	7,341.01	1,446.95	-5,894.06	-407.34%
2-565-5305	MISCELLANEOUS	367.15	905.41	538.26	59.45%	633.78	833.53	199.75	23.96%
2-565-5306	OFFICE SUPPLIES	-204.67	624.83	829.50	132.76%	268.07	1,152.90	884.83	76.75%
2-565-5307	OUTSIDE SERVICES	136.38	935.75	799.37	85.43%	1,405.05	1,797.34	392.29	21.83%
2-565-5308	DUES, SUBSCR, LICENSE	0.00	329.00	329.00	100.00%	0.00	969.00	969.00	100.00%
2-565-5315	CUSTOMER DAMAGE PAYMENTS	450.00	11,321.12	10,871.12	96.03%	450.00	11,321.12	10,871.12	96.03%
2-565-5350	UTILITIES	55,369.38	7,041.33	-48,328.05	-686.35%	62,011.86	14,114.83	-47,897.03	-339.34%
2-565-5351	UTIL-GRIND STA-SW ATALANTA	569.23	555.30	-13.93	-2.51%	1,181.78	1,108.87	-72.91	-6.58%
2-565-5551	VEHICLE MAINT.	8,318.99	2,900.54	-5,418.45	-186.81%	9,648.95	3,253.60	-6,395.35	-196.56%
2-565-5552	FIELD REPAIR AND MAINT.	1,430.06	47,398.32	45,968.26	96.98%	3,991.71	52,242.21	48,250.50	92.36%
2-565-5554	CAMERA	5,930.72	15.77	-5,914.95	-37,507.61%	5,943.85	104.93	-5,838.92	-5,564.59%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2024

		2024-2025	2023-2024	Aug. Variance		2024-2025	2023-2024	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
2-565-5555	SCADA HAND TOOLS	49.87	117.37	67.50	57.51%	160.15	271.45	111.30	41.00%
2-565-5556	FLUSHTRUCKS	795.12	7,342.53	6,547.41	89.17%	2,869.06	15,366.24	12,497.18	81.33%
2-565-5557	EQUIPMENT MAINT.	502.23	2,591.21	2,088.98	80.62%	502.23	3,344.21	2,841.98	84.98%
2-565-5558	SUPPLIES, HAND TOOLS	798.91	-11.28	-810.19	-7,182.54%	2,303.40	2,028.70	-274.70	-13.54%
2-565-5559	GAS AND OIL	4,753.10	6,207.14	1,454.04	23.43%	9,212.89	9,941.39	728.50	7.33%
2-565-5561	BUILDING MAINT.	1,139.50	596.51	-542.99	-91.03%	4,226.95	2,124.95	-2,102.00	-98.92%
2-565-5563	LIFT STATION MAINT	90.00	180.00	90.00	50.00%	4,826.11	768.20	-4,057.91	-528.24%
2-565-5581	SOFTWARE MAINTENANCE	-573.74	0.00	573.74	0.00%	6,145.26	0.00	-6,145.26	0.00%
2-565-5601	WORKMANS COMPENSATION	1,695.22	2,122.34	427.12	20.12%	1,695.22	4,099.89	2,404.67	58.65%
2-565-5602	INSURANCE-BLDGS & CONTENTS	551.98	1,531.17	979.19	63.95%	1,103.96	3,062.34	1,958.38	63.95%
2-565-5603	INSURANCE-VEHICLES	1,519.12	0.00	-1,519.12	0.00%	2,563.25	0.00	-2,563.25	0.00%
2-565-5800	DEPRECIATION	22,522.00	17,500.00	-5,022.00	-28.70%	40,022.00	35,000.00	-5,022.00	-14.35%
Department 565 - FIELD Total:		262,115.05	247,445.29	-14,669.76	-5.93%	438,312.54	406,644.83	-31,667.71	-7.79%
Department: 570 - OFFICE									
2-570-5100	SALARIES OFFICE	71,109.03	57,600.63	-13,508.40	-23.45%	128,053.08	112,716.35	-15,336.73	-13.61%
2-570-5104	PERS-OFFICE	13,075.77	6,755.41	-6,320.36	-93.56%	21,548.29	14,363.61	-7,184.68	-50.02%
2-570-5105	HEALTH INSURANCE	7,733.31	7,526.75	-206.56	-2.74%	15,466.62	15,663.78	197.16	1.26%
2-570-5106	LIFE INSURANCE	207.97	168.85	-39.12	-23.17%	415.94	337.70	-78.24	-23.17%
2-570-5107	DISABILITY INSURANCE	113.29	161.30	48.01	29.76%	226.58	211.36	-15.22	-7.20%
2-570-5111	FICA	6,342.14	3,263.88	-3,078.26	-94.31%	10,450.60	7,297.24	-3,153.36	-43.21%
2-570-5252	TRAINING EXPENSE	0.00	130.00	130.00	100.00%	0.00	130.00	130.00	100.00%
2-570-5305	MISCELLANEOUS	88.36	479.22	390.86	81.56%	80.44	743.63	663.19	89.18%
2-570-5306	OFFICE SUPPLIES	381.43	2,148.49	1,767.06	82.25%	963.04	3,262.84	2,299.80	70.48%
2-570-5307	OUTSIDE SERVICES	929.01	884.49	-44.52	-5.03%	984.32	3,987.11	3,002.79	75.31%
2-570-5309	POSTAGE/MAILING	13,385.38	11,259.26	-2,126.12	-18.88%	25,969.08	27,403.08	1,434.00	5.23%
2-570-5311	PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	-150.00	0.00	150.00	0.00%
2-570-5312	ARKANSAS ONE CALL	968.65	1,430.95	462.30	32.31%	2,027.55	1,430.95	-596.60	-41.69%
2-570-5320	COMPUTER EXPENSE	503.11	849.78	346.67	40.80%	655.77	1,263.68	607.91	48.11%
2-570-5601	WORKMANS COMPENSATION	37.73	46.45	8.72	18.77%	37.73	92.90	55.17	59.39%
2-570-5950	TRANSFER ADMIN COSTS/WATER	0.00	-625.00	-625.00	-100.00%	0.00	-1,250.00	-1,250.00	-100.00%
Department 570 - OFFICE Total:		114,875.18	92,080.46	-22,794.72	-24.76%	206,729.04	187,654.23	-19,074.81	-10.16%
Department: 591 - PCF ADMIN									
2-591-5100	SALARIES PCF	110,466.78	107,800.59	-2,666.19	-2.47%	201,139.04	188,168.11	-12,970.93	-6.89%
2-591-5104	PERS-RPCF	20,385.11	12,720.85	-7,664.26	-60.25%	34,063.03	25,117.06	-8,945.97	-35.62%
2-591-5105	HEALTH INSURANCE	13,748.11	14,217.20	469.09	3.30%	27,496.22	28,050.14	553.92	1.97%
2-591-5106	LIFE & DISABILITY INSURANCE	606.83	413.49	-193.34	-46.76%	1,213.67	810.86	-402.81	-49.68%
2-591-5110	UNIFORMS	430.42	963.50	533.08	55.33%	1,577.37	2,153.38	576.01	26.75%
2-591-5111	FICA	9,659.06	5,955.60	-3,703.46	-62.18%	16,089.36	11,707.20	-4,382.16	-37.43%
2-591-5251	TRAVEL AND TRAINING	0.00	932.90	932.90	100.00%	0.00	932.90	932.90	100.00%
2-591-5304	PERSONNEL SAFETY EQUIP.	373.43	1,576.80	1,203.37	76.32%	373.43	1,776.80	1,403.37	78.98%
2-591-5305	MISCELLANEOUS	144.48	0.00	-144.48	0.00%	215.21	0.00	-215.21	0.00%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2024

		2024-2025	2023-2024	Aug. Variance		2024-2025	2023-2024	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
2-591-5306	OFFICE SUPPLIES & POSTAGE	131.05	170.37	39.32	23.08%	413.74	685.00	271.26	39.60%
2-591-5307	OUTSIDE SERVICES	30.00	440.00	410.00	93.18%	30.00	790.00	760.00	96.20%
2-591-5308	PUBLICATIONS AND DUES	548.00	10,330.00	9,782.00	94.70%	748.00	10,330.00	9,582.00	92.76%
2-591-5311	PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	430.00	0.00	-430.00	0.00%
2-591-5350	TELEPHONE EXPENSE	2,525.05	1,187.14	-1,337.91	-112.70%	3,783.79	2,379.47	-1,404.32	-59.02%
2-591-5583	COMPUTER EXPENSE	154.46	8,365.87	8,211.41	98.15%	5,533.92	9,721.66	4,187.74	43.08%
2-591-5601	WORKMANS COMPENSATION	986.60	1,135.15	148.55	13.09%	986.60	2,270.30	1,283.70	56.54%
2-591-5602	INSURANCE-BLDGS & CONTENTS	4,841.31	4,273.19	-568.12	-13.29%	9,682.62	8,546.38	-1,136.24	-13.29%
2-591-5603	INSURANCE-VEHICLES	166.94	0.00	-166.94	0.00%	333.88	0.00	-333.88	0.00%
2-591-5800	DEPRECIATION-WWTP	232,146.00	205,833.33	-26,312.67	-12.78%	437,979.33	411,666.66	-26,312.67	-6.39%
2-591-9112	2016 BOND INTEREST	19,116.67	23,183.33	4,066.66	17.54%	38,233.34	46,366.66	8,133.32	17.54%
2-591-9113	AMORTIZATION 2016 BONDS	-9,216.24	-9,216.24	0.00	0.00%	-18,432.48	-18,432.48	0.00	0.00%
2-591-9114	2016 BOND REFUNDING COSTS	-3,217.86	-3,217.86	0.00	0.00%	-6,435.72	-6,435.72	0.00	0.00%
2-591-9115	BOND INSURANCE	263.04	131.52	-131.52	-100.00%	394.56	263.04	-131.52	-50.00%
2-591-9116	2024 BOND INTEREST	1,443.78	0.00	-1,443.78	0.00%	2,885.76	0.00	-2,885.76	0.00%
Department 591 - PCF ADMIN Total:		405,733.02	387,196.73	-18,536.29	-4.79%	758,734.67	726,867.42	-31,867.25	-4.38%
Department: 592 - PCF ENVIRONMENTAL									
2-592-5251	TRAVEL & TRAINING	893.15	0.00	-893.15	0.00%	893.15	932.18	39.03	4.19%
2-592-5306	LABORATORY SUPPLIES	1,219.11	1,586.06	366.95	23.14%	1,219.11	1,586.06	366.95	23.14%
2-592-5307	OUTSIDE SERVICES	2,275.48	2,195.00	-80.48	-3.67%	2,275.48	3,559.15	1,283.67	36.07%
2-592-5314	PLANT RESEARCH	675.00	110.92	-564.08	-508.55%	675.00	1,294.65	619.65	47.86%
2-592-5970	CHEMICALS	554.92	1,270.50	715.58	56.32%	1,238.75	4,479.51	3,240.76	72.35%
Department 592 - PCF ENVIRONMENTAL Total:		5,617.66	5,162.48	-455.18	-8.82%	6,301.49	11,851.55	5,550.06	46.83%
Department: 593 - PCF OPS									
2-593-5251	TRAVEL & TRAINING	0.00	20.00	20.00	100.00%	0.00	-60.00	-60.00	-100.00%
2-593-5305	MISCELLANEOUS	0.00	0.00	0.00	0.00%	97.41	0.00	-97.41	0.00%
2-593-5306	LABORATORY SUPPLIES	929.41	0.00	-929.41	0.00%	929.41	62.36	-867.05	-1,390.39%
2-593-5307	OUTSIDE SERVICES	1,650.00	0.00	-1,650.00	0.00%	1,650.00	0.00	-1,650.00	0.00%
2-593-5350	UTILITIES	5,394.99	59,143.72	53,748.73	90.88%	59,200.46	121,345.29	62,144.83	51.21%
2-593-5557	EQUIPMENT MAINT.	0.00	4,692.31	4,692.31	100.00%	0.00	4,692.31	4,692.31	100.00%
2-593-5558	MINOR EQUIPMENT	204.89	0.00	-204.89	0.00%	204.89	0.00	-204.89	0.00%
2-593-5970	CHEMICALS	9,488.04	7,331.00	-2,157.04	-29.42%	16,980.74	19,349.66	2,368.92	12.24%
Department 593 - PCF OPS Total:		17,667.33	71,187.03	53,519.70	75.18%	79,062.91	145,389.62	66,326.71	45.62%
Department: 594 - PCF MAINTENANCE									
2-594-5251	TRAVEL & TRAINING	0.00	0.00	0.00	0.00%	0.00	665.00	665.00	100.00%
2-594-5305	MISCELLANEOUS	0.00	676.81	676.81	100.00%	0.00	676.81	676.81	100.00%
2-594-5307	OUTSIDE SERVICES	3,137.40	3,794.13	656.73	17.31%	6,673.54	21,324.33	14,650.79	68.70%
2-594-5551	VEHICLE EXPENSE	30.65	161.99	131.34	81.08%	30.65	379.86	349.21	91.93%
2-594-5557	EQUIPMENT MAINT.	12,331.61	19,169.22	6,837.61	35.67%	29,006.66	64,554.20	35,547.54	55.07%
2-594-5559	SUPPORT EQUIPMENT	153.29	0.00	-153.29	0.00%	153.29	0.00	-153.29	0.00%
2-594-5560	EQUIPMENT RENTAL	64.88	0.00	-64.88	0.00%	64.88	125.54	60.66	48.32%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2024

		2024-2025	2023-2024	Aug. Variance		2024-2025	2023-2024	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
2-594-5561	BLDGS. & GROUNDS MAINT.	2,946.03	2,296.30	-649.73	-28.29%	4,076.95	4,038.10	-38.85	-0.96%
2-594-5562	MAINTENANCE SUPPLIES	291.52	592.65	301.13	50.81%	3,532.16	978.96	-2,553.20	-260.81%
Department 594 - PCF MAINTENANCE Total:		18,955.38	26,691.10	7,735.72	28.98%	43,538.13	92,742.80	49,204.67	53.05%
Department: 595 - PCF SMS DISPOSAL EXPENSE									
2-595-5251	TRAVEL & TRAINING	0.00	0.00	0.00	0.00%	0.00	40.00	40.00	100.00%
2-595-5307	OUTSIDE SERVICES	450.00	415.00	-35.00	-8.43%	450.00	474.22	24.22	5.11%
2-595-5980	SLUDGE DISPOSAL COSTS	14,756.48	39,482.72	24,726.24	62.63%	48,661.03	83,902.94	35,241.91	42.00%
2-595-5981	SLUDGE DISPOSAL REVENUE	-2,104.90	-3,709.40	-1,604.50	-43.25%	-5,520.20	-7,084.84	-1,564.64	-22.08%
Department 595 - PCF SMS DISPOSAL EXPENSE Total:		13,101.58	36,188.32	23,086.74	63.80%	43,590.83	77,332.32	33,741.49	43.63%
Expense Total:		1,225,274.39	1,175,198.17	-50,076.22	-4.26%	2,278,899.51	2,307,462.00	28,562.49	1.24%
Fund 2 Surplus (Deficit):		629,651.46	561,720.12	67,931.34	12.09%	1,232,274.94	1,153,736.37	78,538.57	6.81%
Total Surplus (Deficit):		1,364,142.41	1,293,891.82	70,250.59	5.43%	2,560,127.58	2,553,352.18	6,775.40	0.27%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2024

Group Summary

Departmen...	2024-2025 Aug. Activity	2023-2024 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	2024-2025 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 1 - WATER								
Revenue								
	2,232,865.22	2,019,182.16	213,683.06	10.58%	4,175,774.97	3,949,351.80	226,423.17	5.73%
Revenue Total:	2,232,865.22	2,019,182.16	213,683.06	10.58%	4,175,774.97	3,949,351.80	226,423.17	5.73%
Expense								
555 - GENERAL EXPENSES	1,048,308.31	952,821.43	-95,486.88	-10.02%	2,040,848.29	1,911,661.53	-129,186.76	-6.76%
560 - ENGINEERING	67,456.55	41,660.60	-25,795.95	-61.92%	119,927.46	94,187.46	-25,740.00	-27.33%
565 - FIELD	267,338.18	183,969.73	-83,368.45	-45.32%	479,699.44	345,295.89	-134,403.55	-38.92%
570 - OFFICE	115,271.23	108,558.70	-6,712.53	-6.18%	207,447.14	198,591.11	-8,856.03	-4.46%
Expense Total:	1,498,374.27	1,287,010.46	-211,363.81	-16.42%	2,847,922.33	2,549,735.99	-298,186.34	-11.69%
Fund 1 Surplus (Deficit):	734,490.95	732,171.70	2,319.25	0.32%	1,327,852.64	1,399,615.81	-71,763.17	-5.13%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2024

Department...	2024-2025 Aug. Activity	2023-2024 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	2024-2025 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 2 - SEWER								
Revenue								
	1,854,925.85	1,736,918.29	118,007.56	6.79%	3,511,174.45	3,461,198.37	49,976.08	1.44%
Revenue Total:	1,854,925.85	1,736,918.29	118,007.56	6.79%	3,511,174.45	3,461,198.37	49,976.08	1.44%
Expense								
555 - GENERAL EXPENSES	329,299.60	270,538.04	-58,761.56	-21.72%	596,468.71	590,848.47	-5,620.24	-0.95%
560 - ENGINEERING	57,909.59	38,708.72	-19,200.87	-49.60%	106,161.19	68,130.76	-38,030.43	-55.82%
565 - FIELD	262,115.05	247,445.29	-14,669.76	-5.93%	438,312.54	406,644.83	-31,667.71	-7.79%
570 - OFFICE	114,875.18	92,080.46	-22,794.72	-24.76%	206,729.04	187,654.23	-19,074.81	-10.16%
591 - PCF ADMIN	405,733.02	387,196.73	-18,536.29	-4.79%	758,734.67	726,867.42	-31,867.25	-4.38%
592 - PCF ENVIRONMENTAL	5,617.66	5,162.48	-455.18	-8.82%	6,301.49	11,851.55	5,550.06	46.83%
593 - PCF OPS	17,667.33	71,187.03	53,519.70	75.18%	79,062.91	145,389.62	66,326.71	45.62%
594 - PCF MAINTENANCE	18,955.38	26,691.10	7,735.72	28.98%	43,538.13	92,742.80	49,204.67	53.05%
595 - PCF SMS DISPOSAL EXPENSE	13,101.58	36,188.32	23,086.74	63.80%	43,590.83	77,332.32	33,741.49	43.63%
Expense Total:	1,225,274.39	1,175,198.17	-50,076.22	-4.26%	2,278,899.51	2,307,462.00	28,562.49	1.24%
Fund 2 Surplus (Deficit):	629,651.46	561,720.12	67,931.34	12.09%	1,232,274.94	1,153,736.37	78,538.57	6.81%
Total Surplus (Deficit):	1,364,142.41	1,293,891.82	70,250.59	5.43%	2,560,127.58	2,553,352.18	6,775.40	0.27%

Fund	2024-2025	2023-2024	Aug. Variance		2024-2025	2023-2024	YTD Variance	
	Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
1 - WATER	734,490.95	732,171.70	2,319.25	0.32%	1,327,852.64	1,399,615.81	-71,763.17	-5.13%
2 - SEWER	629,651.46	561,720.12	67,931.34	12.09%	1,232,274.94	1,153,736.37	78,538.57	6.81%
Total Surplus (Deficit):	1,364,142.41	1,293,891.82	70,250.59	5.43%	2,560,127.58	2,553,352.18	6,775.40	0.27%



Balance Sheet

Account Summary

As Of 08/31/2024

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 1 - WATER				
Assets				
** ASSETS & DEFERRED OUTFLOWS**				
GLCategory: 010 - CASH-DEMAND DEPOSITS				
1-0100.00	PETTY CASH AND CHANGE FUNDS	1,625.00	1,725.00	-100.00
1-0100.09	CHECKING-O&M ACCOUNT	29,642.32	185,031.47	-155,389.15
1-0100.11	CHECKING-FNBANK OF ROGERS	900,652.76	787,326.66	113,326.10
1-0111.05	SAVINGS-UTILITY MONEY FUND	5,571,367.55	4,206,916.09	1,364,451.46
1-0111.08	SAVINGS-DEPR MONEY FUND	296,190.18	271,961.37	24,228.81
1-0111.09	SAVINGS-O & M MONEY FUND	1,783,262.16	436,764.02	1,346,498.14
1-0120.00	ACCESS/IMPACT FEES-SIMMONS	963,084.81	592,800.75	370,284.06
Total GLCategory 010 - CASH-DEMAND DEPOSITS:		9,545,824.78	6,482,525.36	3,063,299.42
GLCategory: 020 - INVESTMENTS				
1-0215.00	INVESTMENT-O&M	1,089,254.40	1,039,604.57	49,649.83
1-0215.01	INVESTMENT-O&M	803,822.34	762,500.17	41,322.17
1-0215.02	INVESTMENT-O&M	2,315,121.29	1,079,462.62	1,235,658.67
1-0215.03	INVESTMENT-METER DEPOSITS	580,266.04	557,003.92	23,262.12
1-0215.05	INVESTMENT-METER DEPOSITS	572,042.89	548,728.53	23,314.36
1-0215.07	INVESTMENT-O&M	0.00	545,707.81	-545,707.81
1-0215.08	INVESTMENT-DEPRECIATION	574,119.59	548,048.89	26,070.70
1-0215.10	INVESTMENT-O&M	1,104,428.11	1,071,404.76	33,023.35
1-0215.11	INVESTMENT-DEPRECIATION	574,944.94	545,122.39	29,822.55
1-0215.15	INVESTMENT-O&M	2,225,874.05	549,602.15	1,676,271.90
1-0215.16	INVESTMENT-DEPRECIATION	908,314.70	881,624.53	26,690.17
1-0215.17	INVESTMENT-O&M	1,114,130.44	1,096,289.87	17,840.57
1-0215.19	INVESTMENT-O&M	0.00	1,117,756.53	-1,117,756.53
1-0215.21	INVESTMENT-O&M	1,120,715.08	1,063,430.31	57,284.77
1-0215.22	INVESTMENT-O&M	1,120,538.72	1,095,828.24	24,710.48
1-0215.23	INVESTMENT-DEPRECIATION	551,734.81	539,077.05	12,657.76
1-0215.24	INVESTMENT-O&M	0.00	1,116,639.28	-1,116,639.28
1-0215.25	INVESTMENT-O&M	561,292.15	536,048.89	25,243.26
1-0215.26	INVESTMENT-O&M	732,220.90	716,959.95	15,260.95
1-0215.27	INVESTMENT-O&M	517,499.94	507,602.15	9,897.79
Total GLCategory 020 - INVESTMENTS:		16,466,320.39	15,918,442.61	547,877.78
GLCategory: 030 - ACCOUNTS RECEIVABLE				
1-0300.00	ACCTS REC-CUSTOMERS	2,814,910.51	2,509,032.73	305,877.78
1-0300.01	UNAPPLIED CREDITS	-114,491.08	-327,964.81	213,473.73
1-0300.05	ACCTS REC-OTHER	70,721.68	15,299.61	55,422.07
1-0300.06	ACCOUNTS RECEIVABLE-NONBILLED	3,401.25	4,734.76	-1,333.51
1-0300.15	ACCTS REC-UNBILLED REVENUE	818,000.00	795,000.00	23,000.00
1-0300.20	ALLOWANCE FOR BAD DEBTS	-214,474.46	-150,182.47	-64,291.99
Total GLCategory 030 - ACCOUNTS RECEIVABLE:		3,378,067.90	2,845,919.82	532,148.08
GLCategory: 035 - DUE FROM OTHER FUNDS				
1-0350.02	DUE FROM SEWER	1,556,395.24	22,820,986.97	-21,264,591.73
Total GLCategory 035 - DUE FROM OTHER FUNDS:		1,556,395.24	22,820,986.97	-21,264,591.73
GLCategory: 040 - OTHER CURRENT ASSETS				
1-0400.00	ACCRUED INTEREST	142,000.00	24,685.19	117,314.81
1-0400.01	PREPAID PROFESSIONAL FEES	0.00	-2,271.22	2,271.22
1-0400.05	PREPAID-WORKMANS COMP	11,129.96	9,866.87	1,263.09
1-0400.10	PREPAID-INSURANCE	44,339.30	23,027.43	21,311.87

Balance Sheet

As Of 08/31/2024

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-0400.15	PREPAID-MAINT CONTRACT	108,957.54	17,036.07	91,921.47
Total GLCategory 040 - OTHER CURRENT ASSETS:		306,426.80	72,344.34	234,082.46
GLCategory: 050 - RESTRICTED FUNDS				
1-0500.00	CHECKING-METER DEPOSITS	293,073.75	408,168.42	-115,094.67
1-0512.14	REGIONS BANK - DEBT - 2012	717,897.79	427,339.51	290,558.28
1-0516.14	REGIONS BANK - DEBT - 2016	391,764.90	362,105.56	29,659.34
Total GLCategory 050 - RESTRICTED FUNDS:		1,402,736.44	1,197,613.49	205,122.95
GLCategory: 060 - INVENTORY				
1-0600.00	INVENTORY	906,995.27	956,653.80	-49,658.53
Total GLCategory 060 - INVENTORY:		906,995.27	956,653.80	-49,658.53
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
1-0800.00	OFFICE EQUIPMENT	612,517.45	645,232.03	-32,714.58
1-0800.01	VEHICLES	1,067,531.88	667,022.54	400,509.34
1-0800.02	SHOP EQUIPMENT & TOOLS	48,257.16	46,900.46	1,356.70
1-0800.03	FIELD EQUIPMENT	986,760.52	901,968.45	84,792.07
1-0800.04	COMMUNICATION EQUIPMENT	33,931.97	32,945.06	986.91
1-0800.05	PUMPING EQUIPMENT	97,327.91	97,401.91	-74.00
1-0800.08	WATER METERS	5,229,714.61	4,300,180.57	929,534.04
1-0800.09	WATER SERVICES	1,378,630.38	1,378,630.38	0.00
1-0800.10	WATER TOWERS	13,510,750.00	13,506,750.00	4,000.00
1-0800.11	MAIN LINE	60,398,926.77	59,572,924.90	826,001.87
1-0800.13	STRUCTURES & PARKING LOT	1,764,481.50	1,759,281.50	5,200.00
1-0800.14	LAND	273,619.89	273,619.89	0.00
1-0800.15	EASEMENTS	462,045.70	462,045.70	0.00
1-0800.20	CONTRIBUTED MAIN LINE	65,433,483.93	60,239,341.63	5,194,142.30
1-0800.25	CONSTRUCTION IN PROGRESS	6,128,543.54	3,588,694.19	2,539,849.35
1-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-431,853.97	-406,088.97	-25,765.00
1-0800.51	ACCM DEPR-VEHICLES	-532,666.34	-526,437.80	-6,228.54
1-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-47,189.73	-48,460.16	1,270.43
1-0800.53	ACCM DEPR-FIELD EQUIPMENT	-680,372.27	-637,909.98	-42,462.29
1-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-29,772.66	-21,471.68	-8,300.98
1-0800.55	ACCM DEPR-PUMPING EQUIP	-70,051.95	-46,659.99	-23,391.96
1-0800.58	ACCM DEPR-WATER METERS	-1,379,445.71	-1,177,620.68	-201,825.03
1-0800.59	ACCM DEPR-WATER SERVICE	-1,356,847.45	-1,355,908.96	-938.49
1-0800.60	ACCM DEPR-WATER TOWERS	-5,815,803.86	-5,297,988.05	-517,815.81
1-0800.61	ACCM DEPR-MAINLINE	-22,287,864.86	-21,251,004.61	-1,036,860.25
1-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,373,617.22	-1,332,430.85	-41,186.37
1-0800.80	ACCM DEPR-CONTRIBUTED MAIN LINE	-14,641,423.45	-13,300,460.83	-1,340,962.62
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		108,779,613.74	102,070,496.65	6,709,117.09
GLCategory: 081 - INTANGIBLE ASSETS				
1-0810.00	SOFTWARE HOSTING ARRANGEMENTS	414,500.00	414,500.00	0.00
1-0810.50	ACCM AMORT-SOFTWARE HOSTING ARRA	-284,700.00	-172,870.00	-111,830.00
Total GLCategory 081 - INTANGIBLE ASSETS:		129,800.00	241,630.00	-111,830.00
GLCategory: 090 - DEFERRED OUTFLOWS/PENSION ASSETS				
1-0900.14	DEFERRED OUTFLOWS/PENSIONS	1,026,394.04	905,882.10	120,511.94
Total GLCategory 090 - DEFERRED OUTFLOWS/PENSION ASSETS:		1,026,394.04	905,882.10	120,511.94
Total ** ASSETS & DEFERRED OUTFLOWS**:		143,498,574.60	153,512,495.14	-10,013,920.54
Total Assets:		143,498,574.60	153,512,495.14	-10,013,920.54

Liability

**** LIABILITIES & DEFERRED INFLOWS ******GLCategory: 100 - ACCOUNTS PAYABLE**

1-1100.00	ACCOUNTS PAYABLE-TRADE	1,624,519.85	1,753,240.13	128,720.28
1-1100.01	ACCOUNTS PAYABLE-WASTE MGMT	0.00	-416,184.57	-416,184.57
1-1100.02	ACCOUNTS PAYABLE-ORION WASTE SOLU	428,158.75	975,431.18	547,272.43
1-1100.06	CONTRACTOR CASH BONDS PAYABLE	5,000.00	15,000.00	10,000.00
1-1100.30	STATE INC TAX WITHHELD	8,258.91	6,013.60	-2,245.31

Balance Sheet

As Of 08/31/2024

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-1100.51	SALES/USE TAX PAYABLE	118,232.05	110,118.49	-8,113.56
1-1109.01	MISC PAYROLL DEDUCTIONS	-2.85	-73.27	-70.42
1-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	629.49	-234.49	-863.98
Total GLCategory 100 - ACCOUNTS PAYABLE:		2,184,796.20	2,443,311.07	258,514.87
GLCategory: 120 - ACCRUED LIABILITIES				
1-1200.60	WAGES PAYABLE	46,508.21	124,551.99	78,043.78
1-1200.65	ACCRUED VAC/SICK LEAVE	409,618.89	702,779.95	293,161.06
1-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT	16,106.46	92,040.60	75,934.14
1-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	29,518.55	30,846.05	1,327.50
1-1258.12	2012 BOND PREMIUM	12,356.12	14,747.84	2,391.72
1-1258.16	2016 BOND PREMIUM	325,685.81	351,093.94	25,408.13
1-1278.12	2012/2004 DEF. REFUNDING COSTS	-250,213.07	-298,641.71	-48,428.64
1-1278.16	2016/2006 DEF. REFUNDING COSTS	-85,340.71	-91,998.57	-6,657.86
1-1279.16	2016 PREPAID BOND INSURANCE	-9,784.34	-10,547.74	-763.40
1-1280.12	LONG-TERM BONDS - 2012	5,250,000.00	5,730,000.00	480,000.00
1-1280.16	LONG-TERM BONDS - 2016	11,175,000.00	11,570,000.00	395,000.00
Total GLCategory 120 - ACCRUED LIABILITIES:		16,919,455.92	18,214,872.35	1,295,416.43
GLCategory: 130 - OTHER LIABILITIES				
1-1300.00	METER DEPOSITS	1,396,981.00	1,352,064.50	-44,916.50
1-1300.01	ACCESS/IMPACT FEES	71,565.00	0.00	-71,565.00
1-1300.02	ARO DEPOSITS	97,010.00	37,800.00	-59,210.00
Total GLCategory 130 - OTHER LIABILITIES:		1,565,556.00	1,389,864.50	-175,691.50
GLCategory: 135 - DUE TO OTHER FUNDS				
1-1350.02	DUE TO SEWER	1,295,735.32	21,033,469.34	19,737,734.02
Total GLCategory 135 - DUE TO OTHER FUNDS:		1,295,735.32	21,033,469.34	19,737,734.02
GLCategory: 140 - DEFERRED INFLOWS/PENSION LIABILITIES				
1-1400.00	NET PENSION LIABILITY	2,364,515.74	2,047,819.09	-316,696.65
1-1400.14	DEFERRED INFLOWS/PENSIONS	12,989.82	26,648.68	13,658.86
Total GLCategory 140 - DEFERRED INFLOWS/PENSION LIABILITIES:		2,377,505.56	2,074,467.77	-303,037.79
Total ** LIABILITIES & DEFERRED INFLOWS **:		24,343,049.00	45,155,985.03	20,812,936.03
Total Liability:		24,343,049.00	45,155,985.03	20,812,936.03
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
1-1900.00	CONTRIBUTED SURPLUS	72,381,215.27	67,129,238.17	5,251,977.10
1-1900.05	EARNED SURPLUS	31,286,776.40	31,286,776.40	0.00
1-2000.00	FUND BALANCE	14,159,681.29	8,540,879.73	5,618,801.56
Total GLCategory 200 - FUND BALANCE:		117,827,672.96	106,956,894.30	10,870,778.66
Total ** EQUITY **:		117,827,672.96	106,956,894.30	10,870,778.66
Total Beginning Equity:		117,827,672.96	106,956,894.30	10,870,778.66
Total Revenue		4,175,774.97	3,949,351.80	226,423.17
Total Expense		2,847,922.33	2,549,735.99	-298,186.34
Revenues Over/(Under) Expenses		1,327,852.64	1,399,615.81	-71,763.17
Total Equity and Current Surplus (Deficit):		119,155,525.60	108,356,510.11	10,799,015.49
Total Liabilities, Equity and Current Surplus (Deficit):		143,498,574.60	153,512,495.14	-10,013,920.54

Balance Sheet

As Of 08/31/2024

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 2 - SEWER				
Assets				
** ASSETS & DEFERRED OUTFLOWS**				
GLCategory: 010 - CASH-DEMAND DEPOSITS				
2-0100.00	PETTY CASH	150.00	150.00	0.00
2-0111.08	SAVINGS-DEPR MONEY FUND	382,775.19	335,476.86	47,298.33
2-0111.09	SAVINGS-O & M MONEY FUND	3,665,519.10	2,347,499.74	1,318,019.36
2-0120.00	ACCESS/IMPACT FEES-SIMMONS	1,434,782.94	1,074,693.95	360,088.99
Total GLCategory 010 - CASH-DEMAND DEPOSITS:		5,483,227.23	3,757,820.55	1,725,406.68
GLCategory: 020 - INVESTMENTS				
2-0215.00	INVESTMENT-O&M	0.00	1,042,000.00	-1,042,000.00
2-0215.01	INVESTMENT-O&M	694,232.60	658,222.55	36,010.05
2-0215.02	INVESTMENT-O&M	1,614,805.16	1,532,265.24	82,539.92
2-0215.03	INVESTMENT-O&M	0.00	1,096,289.85	-1,096,289.85
2-0215.04	INVESTMENT-O&M	2,013,148.96	541,081.87	1,472,067.09
2-0215.05	INVESTMENT-O&M	1,103,750.61	1,047,332.97	56,417.64
2-0215.06	INVESTMENT-O&M	0.00	1,100,000.00	-1,100,000.00
2-0215.08	INVESTMENT-O&M	0.00	545,707.78	-545,707.78
2-0215.09	INVESTMENT-O&M	560,850.05	545,913.79	14,936.26
2-0215.10	INVESTMENT-O&M	2,013,148.96	1,080,144.77	933,004.19
2-0215.11	INVESTMENT-O&M	1,125,308.22	1,084,315.24	40,992.98
2-0215.12	INVESTMENT-O&M	0.00	1,522,230.17	-1,522,230.17
2-0215.13	INVESTMENT-O&M	1,117,468.90	0.00	1,117,468.90
2-0215.16	INVESTMENT-O&M	1,096,375.45	1,055,794.16	40,581.29
2-0215.17	INVESTMENT-O&M	0.00	561,758.04	-561,758.04
2-0215.18	INVESTMENT-O&M	1,086,428.09	1,056,076.57	30,351.52
2-0215.19	INVESTMENT-O&M	0.00	1,011,448.62	-1,011,448.62
2-0215.23	INVESTMENT-O&M	836,082.02	819,382.79	16,699.23
2-0215.30	INVESTMENT-O&M	2,013,148.95	1,268,804.70	744,344.25
2-0215.31	INVESTMENT-O&M	0.00	767,762.33	-767,762.33
2-0215.32	INVESTMENT-O&M	0.00	1,017,087.36	-1,017,087.36
2-0215.33	INVESTMENT-O&M	781,323.45	761,403.24	19,920.21
2-0215.34	INVESTMENT-O&M	2,023,521.87	1,114,657.17	908,864.70
Total GLCategory 020 - INVESTMENTS:		18,079,593.29	21,229,679.21	-3,150,085.92
GLCategory: 030 - ACCOUNTS RECEIVABLE				
2-0300.00	ACCTS REC-CUSTOMERS	1,653,384.97	1,579,917.33	73,467.64
2-0300.05	ACCTS REC-OTHER	100,139.32	46,495.62	53,643.70
2-0300.06	ACCOUNTS RECEIVABLE-NONBILLED	6,891.70	6,891.70	0.00
2-0300.15	ACCTS REC-UNBILLED REVENUE	816,000.00	760,000.00	56,000.00
2-0300.20	ALLOWANCE FOR BAD DEBTS	-250,012.00	-172,494.91	-77,517.09
Total GLCategory 030 - ACCOUNTS RECEIVABLE:		2,326,403.99	2,220,809.74	105,594.25
GLCategory: 035 - DUE FROM OTHER FUNDS				
2-0350.01	DUE FROM WATER	1,295,735.32	21,033,469.34	-19,737,734.02
Total GLCategory 035 - DUE FROM OTHER FUNDS:		1,295,735.32	21,033,469.34	-19,737,734.02
GLCategory: 040 - OTHER CURRENT ASSETS				
2-0400.00	ACCRUED INTEREST	169,000.00	-23,587.13	192,587.13
2-0400.01	PREPAID PROFESSIONAL FEES	0.00	-2,271.22	2,271.22
2-0400.05	PREPAID-WORKMANS COMP	14,796.12	13,790.46	1,005.66
2-0400.10	PREPAID-INSURANCE	39,673.46	46,096.99	-6,423.53
2-0400.15	PREPAID-MAINT CONTRACT	107,839.29	25,310.46	82,528.83
Total GLCategory 040 - OTHER CURRENT ASSETS:		331,308.87	59,339.56	271,969.31
GLCategory: 060 - INVENTORY				
2-0600.00	INVENTORY	135,704.26	133,904.73	1,799.53
Total GLCategory 060 - INVENTORY:		135,704.26	133,904.73	1,799.53
GLCategory: 070 - RESTRICTED FUNDS				
2-0716.14	REGIONS BANK - DEBT - 2016	1,119,903.45	1,047,317.44	72,586.01

Balance Sheet

As Of 08/31/2024

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
2-0716.24	CHECKING-CONSTRUCTION FUND	506.76	0.00	506.76
Total GLCategory 070 - RESTRICTED FUNDS:		1,120,410.21	1,047,317.44	73,092.77
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
2-0800.00	OFFICE EQUIPMENT	647,645.04	634,667.33	12,977.71
2-0800.01	VEHICLES	2,069,337.64	1,690,756.16	378,581.48
2-0800.02	SHOP EQUIPMENT & TOOLS	54,710.97	53,354.26	1,356.71
2-0800.03	FIELD EQUIPMENT	1,677,439.56	1,752,619.43	-75,179.87
2-0800.04	COMMUNICATION EQUIPMENT	61,038.37	60,051.45	986.92
2-0800.08	WATER METERS	4,837,394.37	4,258,072.24	579,322.13
2-0800.12	EASEMENTS	1,141,899.28	1,141,899.28	0.00
2-0800.13	STRUCTURES & PARKING LOT	2,132,761.75	2,127,561.75	5,200.00
2-0800.14	LAND	663,254.36	663,254.36	0.00
2-0800.16	SEWER SYSTEM	50,306,923.95	46,777,509.66	3,529,414.29
2-0800.17	BUILDING 2ND AND PECAN	11,186.38	11,186.38	0.00
2-0800.18	POLLUTION CONTROL FAC.	71,657,856.44	71,161,555.63	496,300.81
2-0800.19	SEWER REHAB.	10,185,450.13	6,369,724.73	3,815,725.40
2-0800.20	CONTRIBUTED SEWER SYSTEM	55,536,874.08	51,923,746.17	3,613,127.91
2-0800.25	CONSTRUCTION IN PROGRESS	15,983,077.36	9,617,835.35	6,365,242.01
2-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-474,461.66	-571,972.97	97,511.31
2-0800.51	ACCM DEPR-VEHICLES	-1,427,844.27	-1,163,699.77	-264,144.50
2-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-53,137.33	-51,937.20	-1,200.13
2-0800.53	ACCM DEPR-FIELD EQUIPMENT	-1,184,350.25	-1,084,456.77	-99,893.48
2-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-58,539.43	-63,142.38	4,602.95
2-0800.58	ACCM DEPR-WATER METERS	-1,352,327.29	-1,174,623.04	-177,704.25
2-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,511,759.44	-1,431,833.46	-79,925.98
2-0800.66	ACCM DEPR-SEWER SYSTEM	-21,131,444.19	-19,784,834.57	-1,346,609.62
2-0800.69	ACCM DEPR-BLDG 2ND PECAN	-11,185.20	-11,185.20	0.00
2-0800.70	ACCM DEPR-POLL. CONTROL	-34,834,426.60	-31,548,651.29	-3,285,775.31
2-0800.71	ACCM DEPR-SEWER REHAB	-1,543,523.04	-1,348,426.07	-195,096.97
2-0800.80	ACCM DEPR-CONTRIBUTED SEWER SYSTEI	-13,358,768.06	-12,420,800.50	-937,967.56
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		140,025,082.92	127,588,230.96	12,436,851.96
GLCategory: 081 - INTANGIBLE ASSETS				
2-0810.00	SOFTWARE HOSTING ARRANGEMENTS	414,500.00	414,500.00	0.00
2-0810.01	SOFTWARE PERPETUAL LICENSE	60,230.00	0.00	60,230.00
2-0810.50	ACCM AMORT-SOFTWARE HOSTING ARRA	-284,700.00	-172,870.00	-111,830.00
2-0810.51	ACCM AMORT-SOFTWARE PERPETUAL LIC	-15,059.00	0.00	-15,059.00
Total GLCategory 081 - INTANGIBLE ASSETS:		174,971.00	241,630.00	-66,659.00
GLCategory: 090 - DEFERRED OUTFLOWS/PENSION ASSETS				
2-0900.14	DEFERRED OUTFLOWS/PENSION	1,565,814.54	1,403,870.94	161,943.60
Total GLCategory 090 - DEFERRED OUTFLOWS/PENSION ASSETS:		1,565,814.54	1,403,870.94	161,943.60
Total ** ASSETS & DEFERRED OUTFLOWS**:		170,538,251.63	178,716,072.47	-8,177,820.84
Total Assets:		170,538,251.63	178,716,072.47	-8,177,820.84

Liability

**** LIABILITIES & DEFERRED INFLOWS ******GLCategory: 100 - ACCOUNTS PAYABLE**

2-1100.00	ACCOUNTS PAYABLE-TRADE	0.00	329,397.67	329,397.67
2-1100.20	FEDERAL INC TAX WITHHELD	-584.97	-584.97	0.00
2-1100.21	FICA W/HELD	-1,401.44	-1,401.44	0.00
2-1100.30	STATE INC TAX WITHHELD	11,408.47	7,581.56	-3,826.91
2-1109.01	MISC PAYROLL DEDUCTIONS	-1,705.68	-1,867.65	-161.97
2-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	637.71	-602.65	-1,240.36
Total GLCategory 100 - ACCOUNTS PAYABLE:		8,354.09	332,522.52	324,168.43

GLCategory: 120 - ACCRUED LIABILITIES

2-1200.60	WAGES PAYABLE	66,084.71	180,877.78	114,793.07
2-1200.65	ACCRUED VAC/SICK LEAVE	520,103.47	877,994.81	357,891.34
2-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT	37,352.79	108,839.40	71,486.61

Balance Sheet

As Of 08/31/2024

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
2-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	29,518.55	30,846.05	1,327.50
2-1258.16	2016 BOND PREMIUM	516,109.50	626,704.38	110,594.88
2-1278.16	2016/2007 DEF. REFUNDING GAIN	180,199.18	218,813.50	38,614.32
2-1279.16	2016 PREPAID BOND INSURANCE	-7,232.61	-8,942.37	-1,709.76
2-1280.16	LONG-TERM BONDS - 2016	5,735,000.00	6,955,000.00	1,220,000.00
2-1280.24	LONG-TERM BONDS - 2024	3,054,030.29	0.00	-3,054,030.29
Total GLCategory 120 - ACCRUED LIABILITIES:		10,131,165.88	8,990,133.55	-1,141,032.33
GLCategory: 130 - OTHER LIABILITIES				
2-1101.02	FSA WITHHOLDING	189.30	189.30	0.00
2-1300.01	ACCESS/IMPACT FEES	80,670.00	0.00	-80,670.00
2-1300.02	ARO DEPOSITS	4,250.00	5,400.00	1,150.00
Total GLCategory 130 - OTHER LIABILITIES:		85,109.30	5,589.30	-79,520.00
GLCategory: 135 - DUE TO OTHER FUNDS				
2-1350.01	DUE TO WATER	1,556,395.24	22,820,986.97	21,264,591.73
Total GLCategory 135 - DUE TO OTHER FUNDS:		1,556,395.24	22,820,986.97	21,264,591.73
GLCategory: 140 - DEFERRED INFLOWS/PENSION LIABILITIES				
2-1400.00	NET PENSION LIABILITY	3,719,962.26	3,255,643.91	-464,318.35
2-1400.14	DEFERRED INFLOWS/PENSION	20,436.18	42,366.31	21,930.13
Total GLCategory 140 - DEFERRED INFLOWS/PENSION LIABILITIES:		3,740,398.44	3,298,010.22	-442,388.22
Total ** LIABILITIES & DEFERRED INFLOWS **:		15,521,422.95	35,447,242.56	19,925,819.61
Total Liability:		15,521,422.95	35,447,242.56	19,925,819.61
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
2-1900.00	CONTRIBUTED SURPLUS	62,539,521.03	58,920,043.12	3,619,477.91
2-1900.05	EARNED SURPLUS	72,452,821.60	72,452,821.60	0.00
2-2000.00	FUND BALANCE	18,792,211.11	10,742,228.82	8,049,982.29
Total GLCategory 200 - FUND BALANCE:		153,784,553.74	142,115,093.54	11,669,460.20
Total ** EQUITY **:		153,784,553.74	142,115,093.54	11,669,460.20
Total Beginning Equity:		153,784,553.74	142,115,093.54	11,669,460.20
Total Revenue		3,511,174.45	3,461,198.37	49,976.08
Total Expense		2,278,899.51	2,307,462.00	28,562.49
Revenues Over/(Under) Expenses		1,232,274.94	1,153,736.37	78,538.57
Total Equity and Current Surplus (Deficit):		155,016,828.68	143,268,829.91	11,747,998.77
Total Liabilities, Equity and Current Surplus (Deficit):		170,538,251.63	178,716,072.47	-8,177,820.84

**WATER CASH RECEIPTS
AUG 2024**

CASH RECEIPTS	\$1,882,757.03
ACCTS RECEIVABLE OTHER	\$32,868.40
METER DEPOSITS	\$1,379.92
SERVICE CHG/PENALTIES	\$50,992.48
FEES	\$56,077.59
MISCELLANEOUS	\$28,726.56
UNAPPLIED CREDITS	-\$8,617.62
TRASH	\$435,914.36
DEPRECIATION	\$78,807.28
TOTAL	<u>\$2,558,906.00</u>

REVENUE BILLED AUG 2024		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$845,059.03	27,956	150,249,900
RESIDENTIAL IRRIG	\$384,166.21	5,424	78,382,300
COMMERCIAL	\$571,493.00	3,235	129,692,300
INDUSTRIAL	\$183,076.09	48	51,600,400
HYDRANTS	\$1,218.58		
FIRE LINES	\$11,420.00		
ARO	\$10.61		
PENALTY	\$41,542.79		
SERVICE CHARGE	\$19,760.00		
NEW CUSTOMER FEES	\$5,575.00		
TOTAL	<u>\$2,063,321.31</u>	<u>36,663</u>	<u>409,924,900</u>

REVENUE BILLED AUG 2023

RESIDENTIAL	\$770,337.95	27,569	142,059,933
RESIDENTIAL IRRIG	\$337,312.36	5,157	70,971,200
COMMERCIAL	\$570,132.10	3,184	136,173,400
INDUSTRIAL	\$137,075.81	46	39,470,900
HYDRANTS	\$1,205.00		
FIRE LINES	\$11,020.00		
PENALTY	\$31,702.44		
SERVICE CHARGE	\$14,265.89		
TOTAL	<u>\$1,873,051.55</u>	<u>35,956</u>	<u>388,675,433</u>

INCREASE (DECREASE)	\$190,269.76	707	21,249,467
CHANGE FROM 2023	10.2%	2.0%	5.5%

PURCHASE FROM BEAVER WATER DISTRICT

AUG, 2024	\$677,977.30	440,245,000
AUG, 2023	\$618,467.68	423,608,000

CITY OF ROGERS METERED CONSUMPTION

AUG, 2024	9,452,600
AUG, 2023	8,788,100

**SEWER CASH RECEIPTS
AUG 2024**

CASH RECEIPTS	\$1,456,939.69
ACCTS RECEIVABLE OTHER	\$9,517.01
SERVICE CHG/PENALTIES	\$15,801.97
FEES	\$102,549.94
MISCELLANEOUS	-\$678.75
DEPRECIATION	\$76,681.04
	<u>\$1,660,810.90</u>

O&M	\$1,584,129.86
DEPRECIATION	\$76,681.04
	<u>\$1,660,810.90</u>

REVENUE BILLED AUG 2024		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$1,008,957.06	23,911	115,494,900
COMMERCIAL	\$337,465.77	2,109	57,467,500
INDUSTRIAL	\$267,101.89	33	48,178,300
PENALTY/SURCHARGES	\$39,151.61		
NEW CUSTOMER FEES	\$6,330.00		
TOTAL	<u>\$1,659,006.33</u>	<u>26,053</u>	<u>221,140,700</u>

REVENUE BILLED AUG 2023

RESIDENTIAL	\$958,154.89	23,522	111,253,933
COMMERCIAL	\$336,001.90	2,089	58,647,600
INDUSTRIAL	\$197,631.08	33	36,678,900
PENALTY/SURCHARGES	\$45,152.67		
OTHER CHARGES	\$0.00		
TOTAL	<u>\$1,536,940.54</u>	<u>25,644</u>	<u>206,580,433</u>

INCREASE (DECREASE)	\$122,065.79	409	14,560,267
CHANGE FROM 2023	7.9%	1.6%	7.0%

**ROGERS WATER UTILITIES
SCHEDULE OF FUNDS
August 31, 2024**

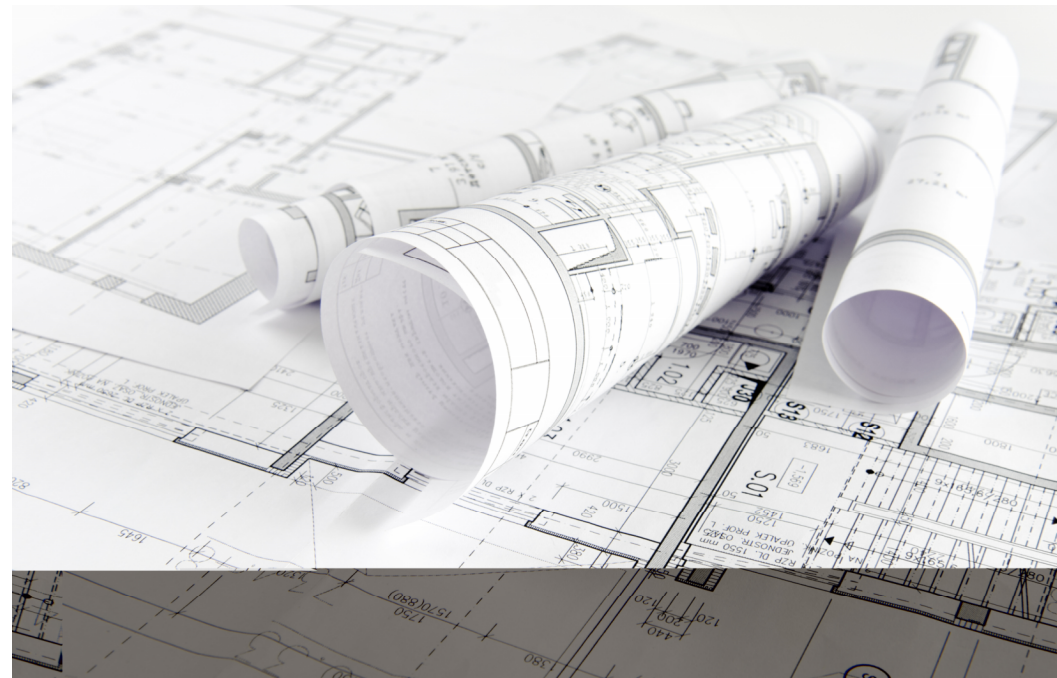
	UNRESTRICTED	RESTRICTED					GRAND TOTAL	AUG 2023			Variance
		Meter Deposits	Debt Reserve	Access/ Impact Fees	Depreci- ation	TOTAL RESTRICTED		UNRESTRICTED	TOTAL RESTRICTED	GRAND TOTAL	
WATER											
Petty Cash	\$ 1,625					\$ -	\$ 1,625	\$ 1,725	-	\$ 1,725	\$ (100)
Checking - O&M	29,642					-	29,642	360,926	-	360,926	(331,284)
Checking-Bank of Rogers	900,653					-	900,653	2,491,363	-	2,491,363	(1,590,710)
Savings-Utility Money Fund	5,571,368					-	5,571,368	2,332,478	-	2,332,478	3,238,890
Savings-Depr Money Fund	-				296,190	296,190	296,190		271,961	271,961	24,229
Savings-O&M Money Fund	1,783,262					-	1,783,262	436,764	-	436,764	1,346,498
Access/Impact Fees-Simmons	-			963,085		963,085	963,085		591,026	591,026	372,059
Investments-CD's	12,704,897	1,152,309			2,609,114	3,761,423	16,466,320	12,298,837	3,619,605	15,918,443	547,878
Checking-Meter Deposits	-	293,074				293,074	293,074		401,168	401,168	(108,095)
Regions Bank-2012 Bonds	-		717,898			717,898	717,898		425,754	425,754	292,144
Regions Bank-2016 Bonds	-		391,765			391,765	391,765		360,578	360,578	31,187
TOTAL WATER	\$ 20,991,447	\$ 1,445,383	\$ 1,109,663	\$ 963,085	\$ 2,905,304	\$ 6,423,434	\$ 27,414,882	\$ 17,922,094	5,670,093	\$ 23,592,187	3,822,695
SEWER											
Petty Cash	\$ 150					\$ -	\$ 150	\$ 150	-	\$ 150	\$ -
Savings-Depr Money Fund	-				382,775	382,775	382,775		335,477	335,477	47,298
Savings-O&M Money Fund*	3,665,519					-	3,665,519	2,347,500	-	2,347,500	1,318,019
Access/Impact Fees-Simmons	-			1,434,783		1,434,783	1,434,783		1,071,359	1,071,359	363,424
Investments-CD's	18,079,593					-	18,079,593	21,229,679	-	21,229,679	(3,150,086)
2024 ADFA Bond Fund	-		507			507	507		-	-	507
Regions Bank-2016 Bonds	-		1,119,903			1,119,903	1,119,903		1,043,592	1,043,592	76,311
TOTAL SEWER	\$ 21,745,262	\$ -	\$ 1,120,410	\$ 1,434,783	\$ 382,775	\$ 2,937,968	\$ 24,683,231	\$ 23,577,329	2,450,428	\$ 26,027,757	(1,344,527)
GRAND TOTAL	\$ 42,736,710	\$ 1,445,383	\$ 2,230,073	\$ 2,397,868	\$ 3,288,079	\$ 9,361,403	\$ 52,098,112	\$ 41,499,423	\$ 8,120,521	\$ 49,619,944	2,478,168

ROGERS WATER DEPARTMENT: UNACCOUNTED WATER

MONTH		RESIDENTIAL GALLONS	COMMERCIAL GALLONS	INDUSTRIAL GALLONS	ACCOUNTED MISC. USAGE	TOTAL GALLONS	PURCHASE GALLONS	% LOST	LAST 12 MOS TOTAL GALLONS	LAST 12 MOS PURCHASE GALLONS	AVG. MONTH LOST WATER PRIOR 12 MOS
SEP	23	214,192,600	129,005,600	48,215,600	6,035,470	397,449,270	361,451,000	-10.0%	3,545,048,012	3,723,969,000	4.8%
OCT	23	164,137,900	107,764,700	34,412,400	8,537,789	314,852,789	311,242,000	-1.2%	3,455,950,675	3,695,274,000	6.5%
NOV	23	130,017,600	83,710,200	39,150,500	6,793,476	259,671,776	243,787,000	-6.5%	3,459,325,193	3,688,649,000	6.2%
DEC	23	115,581,400	64,187,000	37,229,400	7,128,455	224,126,255	242,309,000	7.5%	3,453,646,882	3,670,967,000	5.9%
JAN	24	116,217,000	64,979,000	33,232,600	7,845,306	222,273,906	265,202,000	16.2%	3,450,890,725	3,690,444,000	6.5%
FEB	24	117,290,000	64,177,900	38,330,500	21,057,238	240,855,638	253,852,000	5.1%	3,464,544,835	3,721,427,000	6.9%
MAR	24	107,024,300	62,885,400	36,846,000	3,046,692	209,802,392	253,914,000	17.4%	3,475,246,198	3,733,440,000	6.9%
APR	24	113,131,500	66,234,200	38,407,800	129,840,967	347,614,467	390,741,000	11.0%	3,517,150,103	3,864,743,000	9.0%
MAY	24	132,395,000	79,982,400	43,964,900	17,695,538	274,037,838	306,419,000	10.6%	3,544,098,648	3,855,464,000	8.1%
JUN	24	148,663,800	90,623,000	42,969,400	43,928,167	326,184,367	377,680,000	13.6%	3,566,774,660	3,855,979,000	7.5%
JUL	24	201,253,400	109,681,900	44,135,700	4,978,662	360,049,662	423,060,000	14.9%	3,573,254,350	3,853,265,000	7.3%
AUG	24	228,632,200	129,692,300	51,600,400	5,898,017	415,822,917	440,245,000	6%	3,592,741,277	3869902000	7.2%
ANNUAL TOTALS											
1996		1,033,147,700	378,946,600	646,243,600	40,833,456	2,099,171,356	2,374,167,000	12%			
1997		1,017,742,400	335,996,200	695,610,300	68,958,900	2,118,307,800	2,388,301,000	11%			
1998		1,177,425,800	346,184,000	694,663,700	68,430,958	2,286,704,458	2,519,861,000	9%			
1999		1,165,475,900	370,893,600	627,120,700	45,076,413	2,208,566,613	2,485,559,000	11%			
2000		1,194,969,900	390,911,800	574,602,400	58,711,543	2,219,195,643	2,493,792,000	11%			
2001		1,202,600,800	403,707,700	579,445,500	51,102,682	2,236,856,682	2,503,182,000	11%			
2002		1,233,191,500	441,953,900	613,014,500	80,165,443	2,368,325,343	2,622,997,000	10%			
2003		1,277,794,600	495,897,700	601,934,800	68,067,878	2,443,694,978	2,749,160,000	11%			
2004		1,274,534,100	499,435,200	608,668,100	93,809,002	2,476,446,402	2,772,906,000	11%			
2005		1,422,636,600	558,104,400	602,642,000	126,300,558	2,709,683,558	3,022,519,000	10%			
2006		1,499,064,700	617,313,100	596,850,100	144,167,033	2,857,394,933	3,178,011,000	10%			
2007		1,383,481,700	622,496,900	599,424,900	176,409,977	2,781,813,477	3,109,083,000	11%			
2008		1,273,620,400	594,752,700	603,791,900	152,922,688	2,625,087,688	2,953,139,000	11%			
2009		1,315,205,700	580,440,100	521,371,600	135,666,469	2,552,683,869	2,787,670,000	8%			
2010		1,443,799,600	638,199,600	516,194,000	96,577,502	2,694,770,702	3,022,614,000	11%			
2011		1,517,844,800	663,668,200	530,469,800	78,272,859	2,790,255,659	3,127,474,000	11%			
2012		1,688,130,600	760,644,700	491,108,500	99,329,864	3,039,213,664	3,355,086,000	9%			
2013		1,494,327,200	702,752,000	431,137,100	94,617,419	2,722,833,719	3,102,856,000	12%			
2014		1,480,643,800	698,320,800	397,758,200	75,320,430	2,652,043,230	3,043,700,000	13%			
2015		1,501,611,900	688,970,600	383,107,000	83,742,677	2,657,432,177	3,124,838,000	15%			
2016		1,505,181,300	740,265,900	415,037,400	85,587,177	2,746,071,777	3,256,967,000	16%			
2017		1,535,436,100	813,428,400	437,697,600	76,968,233	2,863,530,333	3,369,048,000	15%			
2018		1,624,960,900	836,002,900	413,984,900	105,889,347	2,980,838,047	3,521,110,000	15%			
2019		1,486,422,600	806,846,600	423,280,300	153,815,217	2,870,364,717	3,439,437,700	17%			
2020		1,713,595,800	820,770,600	434,621,800	104,783,943	3,073,772,143	3,645,564,000	16%			
2021		1,695,648,100	887,558,800	472,881,100	397,111,756	3,453,199,756	3,927,080,000	12%			
2022		1,820,144,761	988,664,100	491,817,500	278,664,535	3,579,290,896	3,902,219,000	8%			
2023		1,776,531,959	1,058,681,089	445,062,100	173,371,734	3,453,646,882	3,670,967,000	6%			
2024 YTD		1,164,607,200	668,256,100	329,487,300	234,290,587	2,396,641,187	2,711,113,000	12%			

Engineering Report

Brian Sartain, Utility Engineer
9/23/24



Development Plan Review – August 2024

- **156 Plan Sets Total**
- **1 Preliminary Plats**
- **6 Final Plats**
- **21 Large Scale Developments**
- **11 Fire Sprinkler Systems**
- **69 Commercial Building Plans**
- **5 Land Disturbance Permits**
- **5 Minor Subdivisions**
- **1 Small Scale Development**
- **2 Residential Townhome**
- **3 Site Development Plans**
- **32 Sign Permits**





Plan Review – August 2024

Arisa Health FP Underground	Com.Fire Systems Fire Sprinklr Undergrnd	401 S 40TH ST	8/27/2024 13:09
Blue Ember Smokehouse	Com.Fire Systems Fire Sprinklr Undergrnd	1723 W PLEASANT GROVE RD	8/28/2024 10:51
Crossno Hangar	Com.Fire Systems Fire Sprinklr Undergrnd	42 Tempel Drive	8/26/2024 11:26
Hotel VIN	Com.Fire Systems Fire Sprinklr Undergrnd	5501 W MADISON AVE	8/28/2024 11:07
Pinnacle Springs Fire lines and Pump	Com.Fire Systems Fire Sprinklr Undergrnd	1801 S 46TH ST	8/2/2024 10:51
Pinnacle Springs Fire lines and Pump	Com.Fire Systems Fire Sprinklr Undergrnd	1801 S 46TH ST	8/5/2024 14:34
Pinnacle Springs Fire lines and Pump	Com.Fire Systems Fire Sprinklr Undergrnd	1801 S 46TH ST	8/8/2024 10:12
The Visionary Fire Line	Com.Fire Systems Fire Sprinklr Undergrnd	3800 S JB HUNT DR	8/19/2024 15:47
The Visionary Fire Line	Com.Fire Systems Fire Sprinklr Undergrnd	3800 S JB HUNT DR	8/1/2024 9:35
The Visionary Fire Line	Com.Fire Systems Fire Sprinklr Undergrnd	3800 S JB HUNT DR	8/19/2024 10:39
Woodspring Suites	Com.Fire Systems Fire Sprinklr Undergrnd	4309 S PLEASANT CROSSING BLVD	8/26/2024 10:08
Academy Bank Rogers, AR	Commercial Plan Review	4301 S JB HUNT DR Ste 150	8/22/2024 14:43
Academy Bank Rogers, AR	Commercial Plan Review	4301 S JB HUNT DR Ste 150	8/19/2024 11:29
Acambaro remodel	Commercial Plan Review	215 S 8th St	8/13/2024 8:33
Acambaro remodel	Commercial Plan Review	215 S 8th St	8/13/2024 14:18
Acambaro remodel	Commercial Plan Review	215 S 8th St	8/14/2024 15:46
Acambaro remodel	Commercial Plan Review	215 S 8th St	8/15/2024 10:14
Airport hanger	Commercial Plan Review	42 Tempel Drive	8/7/2024 14:46
Airport hanger	Commercial Plan Review	42 Tempel Drive	8/15/2024 12:47
All Aboard Junction	Commercial Plan Review	2339 S 8TH ST	8/7/2024 10:55
ARL02526 EAST ROGERS RELO CELL TOWEF	Commercial Plan Review	809 W PERSIMMON ST	8/23/2024 8:35
Arts Academy South Awning	Commercial Plan Review	2005 S 12TH ST	8/12/2024 13:57
Assembled Products - New Facility	Commercial Plan Review	405 W EASY ST	8/22/2024 14:59
Assembled Products - New Facility	Commercial Plan Review	405 W EASY ST	8/30/2024 13:49
AutoZone #0434	Commercial Plan Review	1901 W WALNUT ST	8/22/2024 16:13



Plan Review – August 2024

Big Lots Storm Damage Repairs	Commercial Plan Review	210 S PROMENADE BLVD	8/23/2024 15:28
Big Lots Storm Damage Repairs	Commercial Plan Review	210 S PROMENADE BLVD	8/12/2024 8:38
Big Whiskeys Infill	Commercial Plan Review	1787 W PLEASANT GROVE RD	8/19/2024 8:10
blake.engleman@steelworxig.com	Commercial Plan Review	809 S 52ND ST Ste 201	8/22/2024 16:17
blake.engleman@steelworxig.com	Commercial Plan Review	809 S 52ND ST Ste 201	8/14/2024 14:55
CarMax #6200 Carwash	Commercial Plan Review	6360 S DIXIELAND RD	8/23/2024 13:43
CarMax #6200 Rogers	Commercial Plan Review	6360 S DIXIELAND RD	8/19/2024 11:55
CCF Brands Home Office	Commercial Plan Review	2223 S BELLVIEW RD Ste 200	8/15/2024 8:51
Cecilia Picacho Jimenez	Commercial Plan Review	615 W WALNUT ST, ROGERS, ROGERS	8/27/2024 14:27
comercial planning	Commercial Plan Review	311 S PROMENADE BLVD	8/16/2024 13:53
First Choice Carpet	Commercial Plan Review	1300 W HUDSON RD, #8, ROGERS, ROGERS	8/6/2024 8:09
First Choice Carpet	Commercial Plan Review	1300 W HUDSON RD, #8, ROGERS, ROGERS	8/14/2024 10:53
Fox Trail Phase 1 Front of House Reno	Commercial Plan Review	2121 S Bellview Rd	8/6/2024 9:07
Freddy's	Commercial Plan Review	1888 W Pleasant Grove Rd	8/27/2024 11:03
Greer Lingle Middle School Remodel	Commercial Plan Review	901 N 13TH St	8/13/2024 13:52
Grove Lot 6 Multi-Tenant	Commercial Plan Review	1787 W PLEASANT GROVE RD	8/14/2024 14:43
Hookah	Commercial Plan Review	3704 W WALNUT ST, STE 106, ROGERS, ROGERS	8/23/2024 8:38
Hookah	Commercial Plan Review	3704 W WALNUT ST, STE 106, ROGERS, ROGERS	8/27/2024 9:51
Hookah	Commercial Plan Review	3704 W WALNUT ST, STE 106, ROGERS, ROGERS	8/7/2024 11:55
Hotel Vin	Commercial Plan Review	5501 W MADISON AVE	8/14/2024 10:24
justineevans@clarkcontractors.net	Commercial Plan Review	4886 W PAULINE WHITAKER PKWY STE 2	8/1/2024 9:58
Kernnametals	Commercial Plan Review	205 N 13TH ST	8/22/2024 14:48
landon.garner@garnerbuildingsupply.co	Commercial Plan Review	125 E LOCUST ST	8/14/2024 10:34
Mockingbird Storage Building 500	Commercial Plan Review	2851 S HONEYSUCKLE LN #500	8/19/2024 15:48
Mockingbird Storage Building 500	Commercial Plan Review	2851 S HONEYSUCKLE LN #500	8/22/2024 15:23



Plan Review – August 2024

Mockingbird Storage Building 500	Commercial Plan Review	2851 S HONEYSUCKLE LN #500	8/12/2024 14:07
Mockingbird Storage Building 700	Commercial Plan Review	2851 S HONEYSUCKLE LN #700	8/19/2024 15:49
Mockingbird Storage Building 700	Commercial Plan Review	2851 S HONEYSUCKLE LN #700	8/22/2024 15:05
Mockingbird Storage Building 700	Commercial Plan Review	2851 S HONEYSUCKLE LN #700	8/12/2024 14:27
multisolutionsfg@gmail.com	Commercial Plan Review	2280 W MAPLE ST	8/12/2024 14:55
North Canopy Arts Academy	Commercial Plan Review	2005 S 12TH ST	8/12/2024 14:33
Northside Elementary Cafeteria Re-Roof	Commercial Plan Review	807 N 6TH ST	8/26/2024 14:23
Northside Elementary RPZ Addition	Commercial Plan Review	807 N 6TH ST	8/23/2024 13:49
NWA First National Bank	Commercial Plan Review	303 S ARKANSAS ST	8/6/2024 8:44
Onita berry	Commercial Plan Review	2711 W WALNUT ST	8/14/2024 8:16
Ozark Bagel	Commercial Plan Review	112 S 2nd St	8/30/2024 14:16
Ozark Bagel	Commercial Plan Review	112 S 2nd St	8/15/2024 10:08
Pinnacle Springs - BLDG 1000A - Multifam	Commercial Plan Review	1803 S 46th St	8/1/2024 11:31
Pinnacle Springs Building 100 Whole Foo	Commercial Plan Review	1801 S 46th St	8/7/2024 14:58
Pinnacle Springs Building 300 Retail Shel	Commercial Plan Review	1805 S 46th St	8/2/2024 8:24
richardson Happy Laundry	Commercial Plan Review	102 N 24TH ST, #1, ROGERS, ROGERS	8/14/2024 13:46
richardson Happy Laundry	Commercial Plan Review	102 N 24TH ST, #1, ROGERS, ROGERS	8/19/2024 11:05
Rogers Regional Sports Park Maintenanc	Commercial Plan Review	2150 N DIXIELAND RD	8/7/2024 9:29
ronbrown@nwarjr.com	Commercial Plan Review	3104 W OLIVE ST	8/29/2024 8:43
Stitt Energy Systems Remodel	Commercial Plan Review	1305 S 8TH ST	8/12/2024 8:36
Stitt Energy Systems Remodel	Commercial Plan Review	1305 S 8TH ST	8/13/2024 16:32
test for training	Commercial Plan Review	113 N 4TH ST	8/27/2024 14:59
Tipsy Pig	Commercial Plan Review	5100 W PAULINE WHITAKER PKWY Ste 11	8/26/2024 13:18
Tipsy Pig	Commercial Plan Review	5100 W PAULINE WHITAKER PKWY Ste 11	8/19/2024 10:57
Trinity Grace Church - Interior renovation	Commercial Plan Review	5845 S BELLVIEW RD	8/13/2024 11:56



Plan Review – August 2024

Veterans Park Maintenance Building Inte	Commercial Plan Review	275 E VETERANS PKWY	8/7/2024 10:01
White box infill	Commercial Plan Review	3704 W WALNUT ST, SUITE 105	8/12/2024 11:16
Wingstop	Commercial Plan Review	4500 W Walnut St, Unit #9	8/5/2024 12:59
WoodSpring Suites	Commercial Plan Review	4309 S PLEASANT CROSSING BLVD	8/2/2024 8:22
Zivel	Commercial Plan Review	2603 W PLEASANT GROVE RD Ste 117	8/6/2024 8:54
WOLF, ROBERT- 22323	Land Disturbance	26 W RAZORBACK RD	8/8/2024 12:59
2nd Street Industrial Park	Land Disturbance	216 W HUDSON RD	8/21/2024 16:43
730 N 5th St	Land Disturbance	N 5TH ST	8/1/2024 11:37
roprojects@weareown.com	Land Disturbance	1499 W WALLIS RD	8/8/2024 13:04
UDI Dock Addition	Land Disturbance	1508 N 2ND ST	8/7/2024 9:07
22nd Street Business Park	Large Scale Development	N 23RD ST	8/7/2024 8:27
8th Street Warehouse	Large Scale Development	601 W EASY ST	8/9/2024 12:40
ATRE 28th Street Large Scale Development	Large Scale Development	02-02087-323	8/1/2024 16:24
Big Whiskey @ The Grove	Large Scale Development	8279 W PLEASANT GROVE RD	8/5/2024 13:41
Blue Ember Smokehouse - Rogers	Large Scale Development	1723 W PLEASANT GROVE RD	8/21/2024 10:53
Car-Mart Expansion	Large Scale Development	2007 S 8TH ST, ROGERS, AR 72758	8/2/2024 14:33
Crossmar Hangar	Large Scale Development	1 W ETRIS DR	8/5/2024 16:30
JCParking lot	Large Scale Development	W HIGHLAND KNOLLS RD	8/21/2024 11:02
lbrack@plazastreetpartners.com	Large Scale Development		8/27/2024 11:14
NWA First National Bank	Large Scale Development	S ARKANSAS ST & E POPLAR ST	8/9/2024 12:44
Pinnacle Springs Phase 2	Large Scale Development	1800 S OSAGE SPRINGS DR	8/9/2024 12:46
Plaza at Pinnacle Hills NE	Large Scale Development	Champions Blvd N	8/27/2024 12:41
Promenade Medical Plaza Phase 1 LSD	Large Scale Development	901 S. Promenade Blvd.	8/12/2024 8:46
SOHO	Large Scale Development	S CHAMPIONS DR	8/27/2024 16:02
Temple Live	Large Scale Development	3529 S PINNACLE HILLS PKWY	8/26/2024 10:20



Plan Review – August 2024

The Fields at Pinnacle Mixed Use Develop	Large Scale Development		8/16/2024 10:56
The Grove Residential Community	Large Scale Development		8/14/2024 12:07
Trinity Grace Church LSD	Large Scale Development	5845 S BELLVIEW RD	8/29/2024 15:34
Tru Hotel	Large Scale Development	310 S. 45th Street	8/27/2024 14:35
Tru Hotel	Large Scale Development	310 S. 45th Street	8/13/2024 13:46
Villas on Turtle Creek	Large Scale Development	Rogers AR	8/9/2024 12:48
Duran Split	Minor Subdivision	523 E PEARL ST	8/1/2024 14:03
k_woodson@msn.com	Minor Subdivision	1000 W POPLAR ST	8/26/2024 14:34
Phillips Tracts 2A, 2B, 2C, 2D	Minor Subdivision	13578 BULL HILL RD	8/27/2024 14:01
Phillips Tracts 2A, 2B, 2C, 2D	Minor Subdivision	13578 BULL HILL RD	8/1/2024 10:45
SWOPE Easement Reduction 24-133 Willia	Minor Subdivision	4502 W GOLDENACRE LN	8/5/2024 15:03
Villas on Turtle Creek	Residential Townhome Plan Review	308 S 34th St	8/23/2024 8:52
Villas on Turtle Creek	Residential Townhome Plan Review	308 S 34th St	8/15/2024 10:32
Alchemy Event Rental	Sign Permit	954 N 2ND ST	8/12/2024 11:17
Ashleigh Wine	Sign Permit	5500 W NORTHGATE RD	8/7/2024 11:39
AutoZone Channel Letters	Sign Permit	100 N DIXIELAND RD	8/13/2024 15:29
Cinderella's	Sign Permit	1626 S 8TH ST	8/5/2024 16:42
Clines Barber Shop	Sign Permit	816 W POPLAR ST	8/13/2024 15:26
D&D Cycle (Storm Repair)	Sign Permit	2525 W HUDSON RD	8/7/2024 11:09
Ferguson	Sign Permit	715 S 8TH ST	8/6/2024 9:20
Firestone Face Change	Sign Permit	3925 W WALNUT ST	8/16/2024 9:33
Five Guys	Sign Permit	2007 S PROMENADE BLVD	8/13/2024 15:28
Home Town Flea Market	Sign Permit	1140 W WALNUT ST	8/6/2024 9:17
Little Silly Goose	Sign Permit	4100 S GRAND AVE	8/28/2024 11:30
McDonald Eye Associates	Sign Permit	318 S 52nd St.	8/7/2024 9:01



Plan Review – August 2024

Meridian Title Company	Sign Permit	1001 S 52ND ST	8/7/2024 9:44
Osage Creek Apt	Sign Permit	2605 W OLIVE ST	8/28/2024 12:48
Osage Creek Apt	Sign Permit	2605 W OLIVE ST	8/16/2024 8:38
Pinnacle Gardens FCO-JJ	Sign Permit	6401 W Southgate Rd Rogers, AR 72758	8/12/2024 14:19
Popeyes	Sign Permit	2044 W PLEASANT GROVE RD	8/28/2024 11:47
Pure Balance Mind Body	Sign Permit	3608 W SOUTHERN HILLS BLVD	8/9/2024 10:35
Ramen Grill	Sign Permit	2100 W HUDSON RD	8/27/2024 12:56
Rogers Gelatissimo Tenant Fit Out	Sign Permit	226 S 1ST ST	8/28/2024 13:03
Shelter Insurance - Derek Wardlow	Sign Permit	5100 W Park Avenue STE 118 Rogers, Ar	8/19/2024 15:36
Snap Fitness	Sign Permit	2600 W PLEASANT CROSSING DR	8/27/2024 12:51
Sonic 1247	Sign Permit	923 W WALNUT ST	8/21/2024 15:56
Sonic 4211	Sign Permit	4414 W Walnut St. Rogers, AR	8/22/2024 16:20
Southgate Shopping Center, Inc	Sign Permit	1606 S 8TH ST, ROGERS, ROGERS	8/27/2024 14:17
testtt	Sign Permit	523 W WALNUT ST	8/9/2024 12:01
testtt	Sign Permit	523 W WALNUT ST	8/9/2024 12:15
The UPS Store	Sign Permit	719 W WALNUT ST	8/28/2024 12:46
Tipsy Pig	Sign Permit	5100 W PAULINE WHITAKER PKWY	8/21/2024 8:30
Walgreens - Pylon Face Change	Sign Permit	1722 W WALNUT ST	8/7/2024 11:39
Walmart on Walnut	Sign Permit	2110 W WALNUT ST	8/20/2024 14:58
Walmart on Walnut	Sign Permit	2110 W WALNUT ST	8/7/2024 13:50
Culvers Ph 2	Site Development Plan	4202 W NEW HOPE RD	8/8/2024 11:02
Culvers Ph 2	Site Development Plan	4202 W NEW HOPE RD	8/16/2024 16:27
Hawthorne Grove Clubhouse	Site Development Plan	6417 S BELLVIEW RD	8/8/2024 14:48
SPAM AR ST DCP/Landscape	Small Scale Development	1639 N ARKANSAS ST	8/16/2024 10:51
Swope Easement Reduction 24-168 Sockr	Subdivision Final Plat	808 N 31ST ST	8/1/2024 10:11
Swope Lot Split 24-163 Rediske	Subdivision Final Plat	EL MONTANO RD	8/27/2024 11:26
Holly Street Subdivide Final	Subdivision Final Plat	904 W HOLLY ST	8/29/2024 8:51
Holly Street Subdivide Final	Subdivision Final Plat	904 W HOLLY ST	8/7/2024 14:25
Survey- Lot/ Tract Split within ETJ	Subdivision Final Plat		8/14/2024 16:23
Cunningham Easement Reduction	Subdivision Final Plat	5512 S CHADWICK DR	8/28/2024 8:08
Hebron Creek Subdivision	Subdivision Preliminary Plat	1499 W WALLIS RD	8/7/2024 13:25



Project Status

Status Change
Currently on Hold

Pre-Design / Concept

- RPCF Capacity Improvement Project
- Mt. Hebron Interconnection / Metering Station
- ArDOT – Hwy 112 Widening
- Sewer Improvements – 1st St to Veterans Park

In Design

- Western Corridor Water Transmission Main
- Sanitary Sewer Improvements – Chateau Dr. to 24th
- Large Meter Replacements
- Arkansas St. (Chestnut to Union)
- W. Poplar St. (7th to 1st)
- Hwy 12 E Waterline Replacement
- Blossom Way Sewer (Pauline Whitaker to Dixieland)
- Blossom Way Trib 2 Sewer Improvements
- N. 2nd St. Streetscape & Overlay (Downtown)
- S. 3rd St. Reconstruction (Downtown)
- Oak St. Pedestrian Improvements (28th to 2nd)
- 2024 Misc. Waterline Replacements

Out to Bid

- 5th & Walnut Intersection Improvements (no bids received)

Bids Received

- RPCF Solids Handling Facility, Ph. II

Under Construction

- S. 28th Place / 28th & Pleasant Grove Roundabout
- W. Poplar St. Improvements – 1st to 8th
- W. Oak St. Improvements – 52nd to Dodson
- Hudson Rd. Pedestrian Improvements
- Sewer Rehab – Manhole Rehab / Pipe Bursting / CIPP
- Pinnacle & Champions Sewer Improvements
- Banz Addition Sewer Replacement
- 2023 Misc. Waterline Replacements
- Poplar & 13th St. Roundabout / 13th St. Pedestrian Imp.
- 13th St. Pedestrian Improvements (south)
- Cleaning and lining 24" and 12" sewer mains under I-49

Completed

- Uptown & Oak St. Overpasses



RPCF Solids Handling Facility, Ph.II

After receiving the bids for the work packages, the construction cost of the project is \$33,103,044. This is significantly less than the approved GMP of \$36,389,297.

Most of this can be attributed to lower contingencies included in the final cost, as well as the determination of tax-exempt status. However, we are pleased with the results of the bid.

		90% RECONCILIATION	50% GMP PRICE
ITEM	SOV/BID ITEM SUMMARY	TOTAL COST	TOTAL COST
A	GENERAL CONDITIONS	\$ 1,764,192.00	\$ 1,754,192.00
B	EROSION CONTROL	\$ 58,061.15	\$ 46,675.00
C	SITE DEMOLITION	\$ 94,000.00	\$ 142,900.00
D	SITE CONCRETE	\$ 180,181.50	\$ 361,611.25
E	FENCING & GATES	\$ -	\$ 15,000.00
F	GENERAL SITEWORK	\$ 783,566.00	\$ 674,100.00
G	YARD PIPING, FITTINGS AND VALVES	\$ 1,441,219.00	\$ 1,385,459.80
H	HUBER DRYER BUILDING	\$ 11,334,807.38	\$ 12,698,048.21
I	MAINTENANCE BUILDING	\$ 632,354.50	\$ 1,147,477.94
J	SLUDGE MIXING BOX & VAULTS	\$ 807,840.00	\$ 616,160.00
K	SLUDGE DRAIN VALVE VAULT	\$ -	\$ -
L	SEPTIC RECEIVING STATION	\$ 427,418.00	\$ 523,380.00
M	EXISTING DRYER/ DEWATERING BUILDING	\$ 242,442.00	\$ 302,803.85
N	FUEL STATION	\$ 17,500.00	\$ 124,964.00
O	INSTRUMENTATION AND CONTROLS	\$ 494,800.00	\$ 292,900.00
ZZ	SUBCONTRACTOR MOBILIZATIONS & BONDING	\$ 539,557.58	\$ 287,005.94
TOTAL COST OF WORK =		\$ 18,817,939	\$ 20,372,678
CM FEE (5.75% OF COST OF WORK) =		\$ 1,082,031	\$ 1,171,429
CONTINGENCY INCLUDING 5.75% FEE =		\$ 1,131,404	\$ 2,773,520
TOTAL BASE BID W/O DRYER =		\$ 21,031,374	\$ 24,317,627
PRE-CONSTRUCTION FEE =		\$ 136,170	\$ 136,170
TOTAL BASE BID W/ PRE-CON FEE =		\$ 21,167,544	\$ 24,453,797
HUBER DRYER EQUIPMENT W/TAX =		\$ 11,935,500	\$ 11,935,500
TOTAL PROJECT VALUE =		\$ 33,103,044	\$ 36,389,297



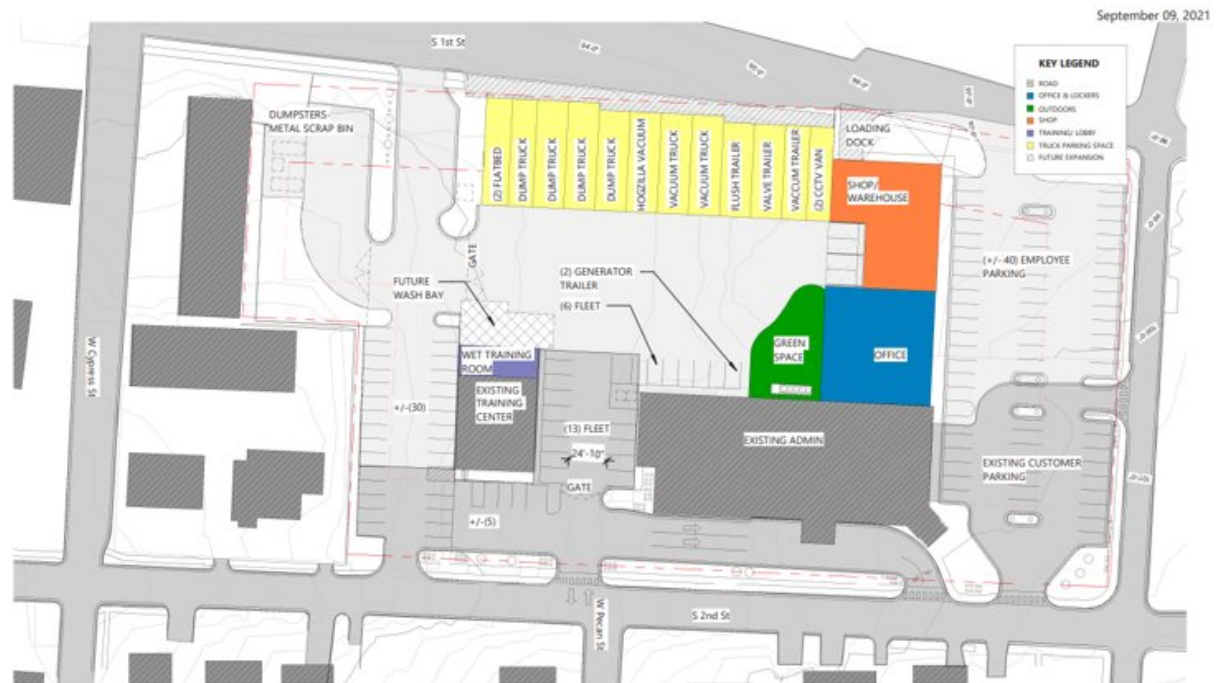
RPCF Solids Handling Facility, Ph.II

- Schedule

Mobilization - NTP	10	11-Oct-24	24-Oct-24
Scum Mixing Box Complete	0		18-Jun-25
Septic Recieving Station Complete	0		04-Aug-25
Sitework Complete	0		14-Nov-25
Maintenance Building Complete	0		12-Feb-26
Substantial Completion	0		09-Mar-26
Dryer Building Complete	0		09-Mar-26
Existing Dryer Building Complete	0		06-Apr-26
Final Completion	0		20-Apr-26

RWU Operations Facilities

- RWU Field Operations Facilities
 - Department leaders from Field Ops, Office, IT, and Engineering met to discuss the future staffing and equipment needs, and to take a second look at the previously proposed expansion to RWU facilities.
 - We will be developing growth scenarios and concept plans in the coming weeks to evaluate options. Options may include construction of a field operations facility apart from the RWU campus to house all or a portion of field crews and equipment.



Other Updates

- Pinnacle Sewer
 - Sewer utility construction continues along S. Champions Dr., nearing completion. Cleanup and restoration efforts have been delayed south side of Hole #13 on the east side of the course. Grading and topsoil have been completed, but the decision was made that areas near the cart path would be mulched ahead of LPGA since new, unestablished sod will not be able to handle the heavy traffic.



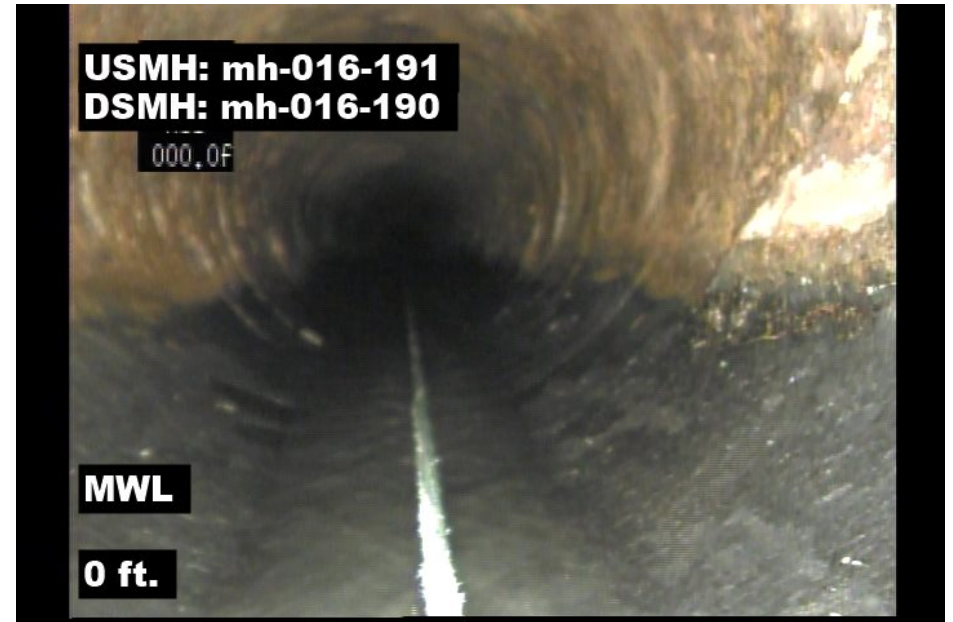


Other Updates

- Lining of 24" Sewer Under I-49 was completed on Monday, Sept. 16th.



Previous condition



After pipe cleaning/reaming



Other Updates

- Lining of 24" Sewer Under I-49 was completed on Monday, Sept. 16th.



After lining

Rogers Pollution Control DMR Summary

2024

	Limits	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Phosphorus Mo Avg lbs/day	117	10.20	7.20	10.37	12.21	19.97	13.65	12.23	24.65				
Phosphorus 30 Day Mo Avg mg/l	1	0.14	0.10	0.15	0.15	0.19	0.19	0.17	0.28				
Phosphorus Max 7 day Avg mg/l	2	0.17	0.11	0.17	0.21	0.30	0.19	0.38	0.50				
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751					298.9	46.2	51.3	36.4				
Total Suspended Solids Mo Avg	15					2.4	0.6	0.7	0.5				
Total Suspended Solids 7 day Avg	23					6.9	1.4	1.0	0.6				
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	155.3	76.3	87.5	91.4								
Total Suspended Solids Mo Avg	20	1.9	1.1	1.2	1.1								
Total Suspended Solids 7 day Avg	30	3.0	1.3	1.4	1.5								
April	Limits												
Ammonia lbs/day Mo Avg	234				<25.97								
Ammonia Mo Avg mg/l	2.0				<.29								
Ammonia max 7 day Avg mg/l	4.5				<.26								
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175					<25.09	<18.82	<18.18	<17.3				
Ammonia Mo Avg mg/l	1.5					<.25	<.25	<.25	<.25				
Ammonia max 7 day Avg mg/l	2.3					<.42	<.25	<.25	<.25				
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	<64.16	<20.15	<18.03									
Ammonia Mo Avg mg/l	3.0	<.73	<.27	<.26									
Ammonia max 7 day Avg mg/l	4.5	<.93	<1.2	<.27									
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168					252.1	103.3	93.5	98.8				
CBOD Mo Avg mg/l	10					2.20	1.40	1.30	1.40				
CBOD Max 7 day Avg. mg/l	15					4.10	1.60	1.40	1.50				
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	185.0	112.6	119.0	135.6								
CBOD Mo Avg mg/l	15	2.2	1.5	1.7	1.6								
CBOD Max 7 day Avg. mg/l	23	3.1	1.9	2.0	1.9								



FOG Inspection Report Monthly Summary for August 2024

- 38 known pumping services occurred this month.
 - I have been inspecting more facilities with the new database up and running. It took some time to get all the known locations in there, but it is nice to have something with me at each site.
 - I am having to do some office work after each inspection, but once all the known facilities have the new "Required Frequency Letter" then the inspections should go quicker with less time recapping inspections. One thing I like about the new database is that I can attach applicable documents and pictures to each individual site. I can also add notes about each inspection to the workflow section. I am still figuring out the best way to track inspections which includes modifying my inboxes.
 - I have a few establishments that are verifying their frequencies for me. The locations are supposed to be serviced quarterly, but from my records it looks like it is only happening every 6 months.
 - All other inspections had no required actions. They just received the maintenance letter.
 - I was at a pre-con meeting and started talking to the Fire Marshalls about their requirements for food trucks. They told me they do not require electrical hookups to be onsite. They do believe if a location is built specifically to house food trucks, then it would be in their best interest to provide those hookups.
 - I also reached out to the health department to see if they required anything for water onsite and they don't. Those conversations are now making me rethink how we address food trucks in our newly adopted policy. I hope to make some changes and mainly focus on their wastewater requirements moving forward.
-
- Paul Burns and I collected the 3rd quarter samples for the wastewater treatment plant. The tests included influent and effluent metals, low level mercury, cyanide and phenolics
 - We also collected control monitoring samples at Tyson of Rogers and Tyson Chicken Quick and performed an industrial inspection at Southeast Poultry.

Amber Owens

F.O.G. Inspector

Rogers Pollution Control Facility

(479) 273-7378 Ext. 6554



Monthly Summary of Industrial Pretreatment Activities August 2024

# of industrial control monitoring activities:	2
Industries control monitored:	Tyson Chick'N Quick, Tyson of Rogers
# of self monitoring reports processed:	9
# of industrial inspection activities:	1
Industries inspected:	Southeast Poultry
# of short site visits:	0
Industries visited:	n/a
# of Notices of Violation:	1
Notices of Violation:	Ozark Mt Poultry – CBOD loading & T-Phos

Surcharges June 2024 issued in July 2024

User Name	Monthly Flow MG	TSS ppm	TSS \$ Charge	CBOD ppm	CBOD \$ Charge	NH3N ppm	NH3N \$ Charge	TPhos ppm	TPhos \$ Charge	Total \$ Charge
Ozark Mt Poultry	3.798157	49.9	0.00	1101.3	3,711.64	95.36	1,781.83	16.20	1,963.19	7,456.66
SE Poultry	2.591509	132.4	0.00	996.1	2,236.76	47.42	490.43	19.39	1,690.18	4,417.37
Tyson CNQ	5.571280	206.0	39.03	555.5	2,147.36	2.60	0.00	7.29	775.39	2,961.78
Tyson of Rogers	5.633472	50.0	0.00	80.3	0.00	103.1	2,896.37	2.80	0.00	2,896.37
WestRock	0.063459	11.0	0.00	750.0	37.84	6.25	0.00	0.40	0.00	37.84
Sum \$										21,234.10

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 2024 – 2025 budget year is \$21,234.10 (User data submitted for one month).

Ozark Mt Poultry was issued a Notice of Violation for going over the monthly average limit for CBOD and T-Phos loading. Their current system is inadequate and they are making plans to build a new pretreatment system. Their last violation for CBOD loading was July 2024. Their last violation for T-Phos September 2021.

The 3rd Quarter Influent and Effluent Metals were sampled for during August.

SEP has increased dark meat processing and is using more water since the last inspection. There has been some job turnover with wastewater technicians and maintenance. Their current pretreatment system is approaching maximum capacity. It is possible that fine tuning of the pretreatment system with more experienced operators could improve effluent quality.

Report prepared by Paul Burns, Pretreatment Coordinator

Pollution Control Facility Significant Events

August 2024

- 1.** Dryer maintenance was completed. It took a week instead of the planned 3 days. One of the gearboxes was bonded from corrosion and had to be cut off the shaft. Unfortunately, after 10 days of running, it developed a leak in one of the rotary joints and we lost 2 days of operation changing that out for our rebuilt unit. One day to allow the oil to cool off and one day changing the parts.
- 2.** We had our most recently hired maintenance technician move out of the area. We moved one of our operations technicians over to the maintenance team and are searching for a new operations technician.
- 3.** We treated 293.8 MG in August. $31 \times 9 \text{ MGD} = 279 \text{ MG}$. That means we treated approximately 14.8 MG from I and I. These flows included 3.05" of rain over 7 events. The historical average rainfall for August is 3.34".



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

September 10, 2024

Brian Sartain
Rogers Water
PO Box 338
Rogers, AR 72756

RE: Job 090512 (Utilities)
Springdale Bypass -
Hwy. 112 P.E.
Route 112 Section 2
Benton County

Dear Mr. Sartain:

Enclosed are the original and one (1) copy of the Department's standard Preliminary Engineering Agreement covering the eligible reimbursable work to be performed by Crafton-Tull Engineers. Reimbursement will be on the basis of an actual cost payment.

Please return the original signed and witnessed. The extra copy is for your file. At this time please return one (1) copy of the executed contract between you and your consultant.

Your consultant should not begin work until you receive authorization from this office.

Sincerely,

A handwritten signature in blue ink that reads "Chad Coats".

Chad Coats
Utilities Specialist
Utilities Section
Right of Way Division

Enclosures

C:

"C" File

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Job No. <u>090512</u> (Utilities)	FAP No. <u>CMF-0004(74)</u>
Job Location <u>Springdale Bypass -</u>	Utility Owner <u>Rogers Water</u>
<u>Hwy. 12 P. E.</u>	
Route <u>112</u> Section <u>2</u>	Consultant <u>Crafton-Tull</u>
County <u>Benton</u>	<u>Engineers</u>

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department" and the **Rogers Water** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

(1) The Department proposes to make highway improvements and the Owner is required to adjust or relocate its facilities, as necessary, to clear highway construction.

(2) The Owner is not adequately staffed to carry out the necessary preliminary engineering and has requested the services of the licensed engineering company of **Crafton-Tull Engineers** to perform the following services.

- a. Make all necessary field surveys and investigations and subsequently prepare complete plans, estimate of costs, and construction specifications.
- b. Furnish four (4) copies of plans, specifications, etc. for Department review and approval.
- c. If construction work is to be performed by other than Owner's forces, prepare all necessary documents to secure bids and let a contract for the proposed work.
- d. Conduct bid opening and complete contract documents.

(3) The Owner has entered into a contract with the consultant, subject to the Department's approval, and has furnished a copy which is attached and made part of this agreement. The estimated costs are not to exceed **\$ 124,912.75**.

(4a) The cost of preliminary engineering services shall be eligible for reimbursement from the Department at the same ratio as the adjustment of Owner's facilities are eligible.

(4b) Owner agrees to retain cost records and accounts for inspection and audit for a period of three (3) years from the date of final payment.

(5) The consultant shall begin work **30 calendar** days after receiving written authorization from Owner and complete **300 calendar** days thereafter.

(6) The Department may suspend or cancel the work under this contract at any time. Reimbursement will be made, in a proportionate amount, for any services performed by the consultant prior to the receipt, by the Owner, of written notice of cancellation.

(7) Owner shall be responsible for any and all hazards to persons, property, and traffic. With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

(8) This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

(9) To the extent applicable to this agreement, the Owner shall comply with the Buy America and Build America, Buy America requirements (as specified in 23 U.S.C. 313, 23 CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA)). The Owner is not required to change its existing standards for materials as long as these requirements are met. These requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet these requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under these requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of these requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

(10) Subject to the terms and conditions herein, neither the Owner nor the Department by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the law or constitution either State or Federal.

Rogers WaterARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION_____
Name (Typed or Printed)_____
(For) Director_____
Title_____
Right of Way Division Head_____
Signature_____
Section Head-Utilities Section_____
FEDERAL TAXPAYER IDENTIFICATION #_____
Name (Typed or Printed)_____
Title_____
Signature

Staff requests authorization to enter into an agreement with the Arkansas Dept. of Transportation for the acquisition of preliminary engineering services, and also to enter into an agreement with Crafton Tull & Associates, Inc., for the design of water and sewer utility relocations within the proposed highway corridor, at hourly rates and expenses not to exceed \$125,000.

Staff also requests authorization to negotiate the final form and content of both agreements.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

This is an Agreement between Rogers Water Utilities (Owner) and **Crafton, Tull & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Hwy 112 Water & Sewer Relocations (Project). Engineer's services under this Agreement (Services) are described in the attached **Exhibit(s) A**.

Address of Project: Hwy 112 & Pleasant Grove Road.

Owner and Engineer further agree as follows:

- 1.01 Services of Engineer
 - A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- 2.01 Owner's Responsibilities
 - A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
 - B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time. If, through no fault of Engineer, the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be subject to interest at the rate of 8% per annum (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2; (4) the Owner understands the Engineer is entitled to a lien against the property if not paid in full for Services provided to improve the property and that this lien can be enforced by the sale of the property if necessary, in accordance with the laws of the state in which the property is located.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses as indicated in Paragraph 4.01.E and 4.01.F.
- E. Basis of Payment
 - 1. Hourly Not-to-Exceed. Owner shall pay Engineer for Services as shown in Exhibit A as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Reimbursable expenses shall be invoiced at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$6,000.
 - c. Engineer's Standard Hourly Rates are attached as **Exhibit B**.
 - d. The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Engineer's hourly fees at cost times a 1.15 multiplier. The Owner shall have the

opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

- e. The total compensation for Services and reimbursement of expenses shall not exceed \$125,000 without prior written authorization of Owner.
 - f. A retainer in the amount of \$0 for the Engineer to begin work on this project. The amount of the retainer is included in the total estimate of compensation and will be applied to the final invoice.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Exhibit B**.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. If the Agreement is terminated for non-payment all remaining unpaid balances shall bear interest at the maximum rate of

interest permitted under State law. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit and accept Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either through mail, email or through other agreed upon electronic means.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.

- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. This Agreement is to be governed by the laws of the state in which the Project is located.
- M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: **Exhibit A, Scope of Services**
Exhibit B, Standard Hourly Rate Schedule
Exhibit C, Schedule
Exhibit D, Manhour Estimate

This Agreement's Effective Date is _____.

Owner: ROGERS WATER UTILITIES

Engineer: CRAFTON, TULL & ASSOCIATES, INC.

By: _____
(authorized individual's signature)

By: Bill Burnett
(authorized individual's signature)

Date: _____
(date signed)

Date: 9/6/2024
(date signed)

Name: _____
(typed or printed)

Name: Bill Burnett, P.E.
(typed or printed)

Title: _____
(typed or printed)

Title: Vice President
(typed or printed)

Address for giving notices:

Address for giving notices:

Rogers Water Utilities

Crafton Tull

P.O. Box 338

901 N. 47th St., Suite 400

Rogers, AR 72757

Rogers, AR 72756

E-mail address for invoices:

briansartain@RWU.org

Designated Representative:

Designated Representative:

Name: Brian Sartain, P.E.
(typed or printed)

Name: Bill Burnett, P.E.
(typed or printed)

Title: Utility Engineer
(typed or printed)

Title: Vice President
(typed or printed)

Phone: 479-936-5426

Phone: 479-878-2453

Email: briansartain@RWU.org

Email: bill.burnett@craftontull.com



Exhibit "A"

Scope of Basic Services For:

Project:	Hwy 112 Water & Sewer Relocations
Client:	Rogers Water Utilities
Location of Project:	Hwy 112 & Pleasant Grove Rd
Discipline:	Civil Engineering & Surveying
Discipline Manager:	Bill Burnett, P.E.
Project Manager:	Bill Burnett, P.E.
Proposal Date:	7/17/24
Billing Type:	Hourly Not-to-Exceed
Fee/Estimate:	\$119,000 Labor \$ 6,000 Reimbursables \$125,000 Total
Description of the Construction Project:	Waterline relocations along Hwy 112 at Kettering Court (400 LF), waterline relocations along Hwy 112 from Pleasant Grove Road to Fieldcrest Terrace (1,500 LF), and bored waterline and force main crossings under Hwy 112 at Pleasant Grove Road (300 LF + 300 LF), all to accommodate the ArDOT 090636 Hwy 112 widening project.

The services to be provided by the Engineer:

Survey Phase:

- Title search
- Request One-Call utility locates
- Set minimum of two permanent control points
- Locate the available property boundary corners
- Provide topographic survey of proposed utility corridor with 1' contours
- Prepare base survey drawing suitable for design purposes
- Prepare easement acquisition documents

Preliminary Design Phase ("On-site" Only):

- Incorporate ArDOT 090636 Hwy 112 design plans into base survey drawings
- Preliminary waterline relocation design
- Preliminary sewer force main relocation design
- Prepare preliminary plan sheets for review
- Coordination with ArDOT and other franchise utilities
- Attend design review meeting with RWU



Final Design Phase (“On-site” Only):

- Final construction drawings to include:
 - Waterline plan & profile sheets
 - Sewer force main plan & profile sheets
 - Erosion control plan sheets
 - Detail sheets
 - Cover sheet
 - Survey control sheet
 - Overall key plan on aerial photo
- Storm Water Permitting with City and ADEQ
- Utility Construction Permitting with City, ARDOT, and ADH
- Attend ArDOT project 090636 utility coordination meeting

Bidding & Negotiating Phase:

- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Construction Administration Phase:

- Not included but can be added under future contract amendment

Items Provided by Owner:

- Easement appraisals & procurement
- Access to site for surveying & engineering personnel
- Available record drawing information

Additional Items that can be Provided by CTA under amendment or separate contract

- Additional offsite utility extensions
- Construction observation & administration services
- Environmental studies
- ALTA surveys or survey plats

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2024

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 250
SR. ENGINEERING MANAGER	\$ 225
ENGINEERING MANAGER	\$ 190
SR. PROJECT ENGINEER	\$ 165
PROJECT ENGINEER	\$ 145
ENGINEER INTERN III	\$ 135
ENGINEER INTERN II	\$ 125
ENGINEER INTERN I	\$ 115
SR. ENGINEERING DESIGNER	\$ 165
ENGINEERING DESIGNER III	\$ 130
ENGINEERING DESIGNER II	\$ 110
ENGINEERING DESIGNER I	\$ 100
ENGINEERING CAD TECHNICIAN III	\$ 90
ENGINEERING CAD TECHNICIAN II	\$ 80
ENGINEERING CAD TECHNICIAN I	\$ 70
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	\$ 200
SR. ENVIRONMENTAL SCIENTIST	\$ 150
PROJECT ENVIRONMENTAL SCIENTIST	\$ 120
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
INSPECTION	
SR. INSPECTOR	\$ 115
INSPECTOR II	\$ 100
INSPECTOR I	\$ 80
LANDSCAPE ARCHITECTURE	
LANDSCAPE ARCHITECTURE MANAGER	\$ 170
SR. LANDSCAPE ARCHITECT	\$ 150
PROJECT LANDSCAPE ARCHITECT	\$ 130
LANDSCAPE ARCHITECT INTERN II	\$ 110
LANDSCAPE ARCHITECT INTERN I	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 220
ADMINISTRATIVE MANAGER	\$ 165
ADMINISTRATIVE IV	\$ 105
ADMINISTRATIVE III	\$ 85
ADMINISTRATIVE II	\$ 65
ADMINISTRATIVE I	\$ 50

Category	Hourly Rate
PLANNING	
PLANNING MANAGER	\$ 210
SR. PLANNER	\$ 190
PROJECT PLANNER	\$ 130
PLANNER II	\$ 110
PLANNER I	\$ 95
SURVEYING	
SURVEYING PRINCIPAL	\$ 230
SR. SURVEYING MANAGER	\$ 195
SURVEYING MANAGER	\$ 175
SR. PROJECT SURVEYOR	\$ 155
PROJECT SURVEYOR	\$ 140
SURVEYOR INTERN II	\$ 125
SURVEYOR INTERN I	\$ 110
SURVEY COORDINATOR	\$ 115
CREW CHIEF II	\$ 105
CREW CHIEF I	\$ 95
FIELD SURVEYOR III	\$ 85
FIELD SURVEYOR II	\$ 75
FIELD SURVEYOR I	\$ 65
SURVEY CAD TECHNICIAN III	\$ 105
SURVEY CAD TECHNICIAN II	\$ 80
SURVEY CAD TECHNICIAN I	\$ 70
UAV SERVICES	
UAV TEAM LEAD	\$ 120
UAV PILOT	\$ 80
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	\$ 175
GIS MANAGER	\$ 130
GIS ANALYST	\$ 105
GIS TECHNICIAN II	\$ 80
GIS TECHNICIAN I	\$ 55
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.67/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

EXHIBIT C

SCHEDULE OF SERVICES AND DURATIONS FOR MAJOR TASKS

Work will begin within 21 days of receipt of an executed engineering agreement. The schedule for major work items is shown below:

<u>TASK</u>	<u>DURATION*</u>
Topographic & Land Surveying	1 month
Preliminary Design	4 months
Final Design & ROW Acquisition Docs	6 months
Bid Letting / Award	1 month
TOTAL DESIGN DURATION	12 months

* Duration does not account for excessive permitting review times outside of our control.

EXHIBIT D
MAN-HOUR ESTIMATE
HWY 112 WATERLINE & FORCE MAIN RELOCATIONS, ROGERS, AR
CRAFTON TULL
UTILITY DESIGN
9/6/24

	KP	VARIES	SJ	KM	ET	LP	BB	
TASK	ADMIN. ASST.	SURV CREW	SURV TECH	LAND SURV.	ENGR. DSGNR.	ENGR. INTERN	ENGR. MGR.	TOTAL HOURS
Field Surveying		40					2	42
Office Surveying			40	2			2	44
Preliminary Design of Waterline Relocations					80	16	4	100
Preliminary Design of Sewer Force Main Relocation					40	8	2	50
Prepare Preliminary Plans for Review					16	2	1	19
Coordinate with Franchise Utilities						8	2	10
Attend Design Review Meeting						4	2	6
Prepare Easement Acquisition Documents		4	40	8				52
Final Design & Plans for Waterline Relocations					120	24	8	152
Final Design & Plans for Sewer Force Main Relocations					60	12	4	76
Erosion Control Plans					24	8	2	34
Cover & Detail Sheets					24	8	2	34
Survey Control Sheet			4	2				6
Overall Key Plan Sheet					4	1		5
Signing & Submitting Final Plans	2					2	4	8
Stormwater Permitting						8	2	10
Construction Permitting						16	2	18
Attend Utility Coordination Meeting						4	2	6
Quantity Takeoffs & Engineers Estimate					16	8	2	26
Prepare & Issue Bid Documents						40	8	48
Receive & Tabulate Bids	2					8	2	12
Recommend Contractor to Owner						2		2
Total Hours	4	44	84	12	384	179	53	760

CTA ITEMIZATION			
SUMMARY OF MAN-HOURS & LABOR EXPENSES			
	UNITS	RATE	TOTAL
Administrative III	4.0 Hours	\$105.00	\$420.00
Survey Crew	44.0 Hours	\$200.00	\$8,800.00
Survey Technician	84.0 Hours	\$140.00	\$11,760.00
Land Surveyor	12.0 Hours	\$175.00	\$2,100.00
Sr. Engineering Designer	384.0 Hours	\$165.00	\$63,360.00
Engineer Intern	179.0 Hours	\$115.00	\$20,585.00
Senior Engineering Manager	53.0 Hours	\$225.00	\$11,925.00
Total Labor Expenses	760 Hours		\$118,950.00
SUMMARY OF REIMBURSABLE EXPENSES			
	UNITS	RATE	TOTAL
Title Search	1 LS	\$2,000.000	\$2,000.00
Travel Mileage	500 Miles	\$0.670	\$335.00
Permit Fees	1 LS	\$1,500.00	\$1,500.00
Fed-Ex and Postage	1 LS	\$300.00	\$300.00
Printing and Reproduction	500 Sheets	\$2.10	\$1,050.00
Multiplier			1.15
Total Direct Expenses			\$5,962.75
SUBTOTAL			\$124,912.75
CONTINGENCY			1.00
TOTAL DESIGN			\$124,900.00

Note: Construction Administration services are excluded from this estimate.

September 3, 2024

Sent via Email Only

Stephen Ponder, P.E.
Senior Engineer
Rogers Water Utilities
601 South 2nd Street
Rogers, AR 72756

Staff recommends approval of the service agreement with KLM Engineering, Inc. for the scheduled inspection of water storage tanks in accordance with the schedule provided herein. Staff requests authorization to negotiate the final form and content of this agreement.

**RE: 500,000-Gallon Double Ellipsoidal "Prairie Creek Elevated Tank"
8,000,000-Gallon Concrete Ground Storage "Lilac GST" 500,000-Gallon Hydropillar "Hydropillar East"
500,000-Gallon Hydropillar "Hydropillar West" 750,000-Gallon Torospheroid "11th Street Elevated" 1,500,000-Gallon Ground Storage "11th Street GST" 1,500,000-Gallon Ground Storage "Prairie Creek GST" Rogers, Arkansas**

Dear Mr. Ponder:

KLM is pleased to submit a service agreement for the above-referenced water storage tanks for a twelve (12) year period. The first evaluation will be during the 2024 construction season. KLM proposes to perform the evaluations on a five (5)-year cycle.

KLM Engineering provides NACE and AWS trained inspectors, certificated in competent climbing, that have experience and comply with the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide to the Owner an evaluation report after each inspection. These reports will provide the following beneficial information:

1. Clearly stating the actual condition of the coating and tank structure.
2. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
3. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA, OSHA, DNR and State Regulations.
4. Provide a schedule for performing recommended maintenance work.
5. Provide a Cost Estimate for all structure repairs and coating replacement for budgetary purposes for steel tanks and dry tank cleanout evaluations on concrete tanks.
6. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
7. Include color photographs identifying current conditions and any required repairs.
8. Recommend a timeline for future evaluations.

The evaluation report will be provided to the Rogers Water Utilities ("RWU") in digital format (PDF), unless indicated to KLM otherwise.

SCOPE OF WORK

ROV Evaluation

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the inspection. This inspection method can be performed in one day.

KLM will provide NACE Coatings Inspectors with proper training to perform this type of evaluation. To perform an ROV evaluation, the Owner is required to have the water at, or near, the high-water level (HWL) at the start of the evaluation. KLM inspectors will insert a disinfected ROV into the tank interior for the interior inspection of the roof, roof structure and all appurtenances such as vents, manways and ladders. Photographs will be taken with an underwater camera, which will show coating deficiencies. The camera will be disinfected in accordance with American Waterworks Association (AWWA) standards. The inlet pipe or wet riser is **excluded** from the inspection, unless otherwise provided in this Agreement.

Dry Tank Cleanout Evaluation

KLM will inspect the floor, the reservoir walls and any interior structure accessible without rigging the tank. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the inspection report. KLM will also remove any sediment inside the tower and sediment will remain on site.

When the tanks are empty, KLM will perform a clean-out of the tower interior and riser. KLM will supply the chlorine and disinfect the tank in accordance with Method 2 or 3 of AWWA C652-11 (or in accordance an appropriate, equivalent or superior updated AWWA standard in effect at the time of clean-out).

Exterior and Interior Inspection

The exterior and interior evaluation is critical to determine whether the coating is a candidate for repairs or reconditioning. KLM inspectors will also check for structure deficiencies and OSHA compliance.

The exterior and interior evaluation is critical for evaluating the coating conditions to determine whether the coating is a candidate for repairs or reconditioning. KLM inspectors will also check for structure deficiencies and OSHA compliance.

For each evaluation, KLM will provide a NACE Coatings Inspector that is properly trained and qualified to perform this type of evaluation. The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Conditions of both the interior and exterior will be examined using ultrasonic thickness readings (UT), dry film thickness (DFT) and standard ASTM tests.

12 YEAR SERVICE AGREEMENT

The purpose of a 12-year service agreement is to provide Rogers Water Utilities with known fees and a schedule for inspecting the assets on a rotating basis. KLM will perform an ROV or dry tank cleanout inspection every five years for each water storage tank through 2036, as detailed below.

Prairie Creek Elevated Tank			
Year	Scope of Work	Documentation	Price
2028	ROV	Digital	\$3,900.00
2033	ROV/DTCO	Digital	\$4,400.00
Total Price			\$8,300.00

Lilac Ground Storage Tank			
Year	Scope of Work	Documentation	Price
2026	ROV	Digital	\$3,900.00
2031	ROV	Digital	\$4,400.00
2036	ROV	Digital	\$4,700.00
Total Price			\$13,000.00

Hydropillar East			
Year	Scope of Work	Documentation	Price
2026	ROV	Digital	\$3,900.00
2031	ROV/DTCO	Digital	\$4,400.00
2036	ROV/DTCO	Digital	\$4,700.00
Total Price			\$13,000.00

Hydropillar West			
Year	Scope of Work	Documentation	Price
2026	ROV	Digital	\$3,900.00
2031	ROV/DTCO	Digital	\$4,400.00
2036	ROV/DTCO	Digital	\$4,700.00
Total Price			\$13,000.00

11 th Street Elevated			
Year	Scope of Work	Documentation	Price
2027	ROV	Digital	\$3,900.00
2032	ROV/DTCO	Digital	\$4,400.00
Total Price			\$8,300.00

11 th Street Ground Storage Tank			
Year	Scope of Work	Documentation	Price
2024	ROV	Digital	\$3,900.00
2029	ROV/DTCO	Digital	\$4,400.00
2034	ROV/DTCO	Digital	\$4,700.00
Total Price			\$13,000.00

Prairie Creek Ground Storage Tank (Decommissioned)			
Year	Scope of Work	Documentation	Price
2024	Dry Tank Inspection (Lead Test)	Digital	\$4,400.00
Total Price			\$4,400.00

The average cost, per year, to perform the evaluations over a 12-year period is \$869.00 per tank.

The fee for lead and chromium collection and testing is an additional \$500.00, if requested.

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, or a second day is required to remove the sediment, a second day will be charged as additional time and materials.

KLM can replace the existing manway gasket(s) on a time & materials basis, per gasket. If the tank is not drained and ready for cleanout and inspection, KLM will charge an hourly rate (based on, then current, KLM Fee Schedule) per each full hour of mobilization or **delay** time.

OWNER'S RESPONSIBILITIES

ROV Evaluation

~~The Utility~~ RWU shall be responsible for:

- Providing copies of background information on tanks, including maintenance records, construction drawings, previous inspection reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its inspection.
- Providing keys for locks and access to the water storage tanks.

Dry Tank Cleanout Evaluation

~~The Utility~~ RWU personnel shall be responsible for:

- Verifying the tanks are empty prior to arrival of KLM inspectors.
- Manning the shut off valve at all times.
- Opening and closing the inlet/outlet pipe.
- Operating any valves prior to, during, and after the evaluation.
- Assist to backflush and disinfect the reservoir.
- Provide a supply of water.
- Verify that cleanout and disinfection have been performed to Owner's satisfaction.
- Disposing of sediment and debris.
- Taking and testing water samples within 24 hours after cleanout of the tanks has been completed.
- Providing copies of background information on tank, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com (this reference to the KLM website is for informational purposes only; the contents of the website do not constitute terms of this Agreement unless such contents are specifically stated herein).

*KLM will not bill ~~you~~ RWU in a lump sum. KLM will bill ~~you~~ RWU once ~~RWU~~ the owner receives the report for that individual year.

*This Agreement can be extended, at any time, upon mutual agreement of the parties as permitted by Arkansas law. ~~upon written request.~~

If KLM were to find structure or coating maintenance that is needed, KLM will communicate ~~with Rogers-~~ ~~Water Utilities~~ RWU on these findings. This Agreement covers the evaluation, only. Any structure or coating maintenance required would be under a separate Agreement.

TERMS & CONDITIONS

~~KLM has attached our s~~ standard Terms & Conditions as modified for this Agreement, are attached hereto and incorporated into this Agreement by reference and are part of this Agreement, . ~~The Terms & Conditions are part of this Agreement between Rogers Water Utilities and KLM Engineering, Inc., unless otherwise agreed to in writing by both parties.~~

*Either party may terminate this Agreement at any time by providing a written notice. The term of this Agreement shall commence when signed by both parties hereto. In the event of termination for any reason, then services under this Agreement shall cease. In the event funds are not available to support

RWU's performance in any year of the Agreement, then the Agreement shall be terminated. To the extent the 12 year term of this Agreement is determined to violate any Arkansas law regarding the duration of the Agreement, then this Agreement shall be construed as having an initial four year term with an option to renew for a subsequent three year term with a further option, at the end of the seventh year, to enter into a new Agreement in substantially the same form and content as this Agreement, with said new Agreement having an initial four year term with an option to renew for a final one year term. However, the 12-year service schedule and accompanying pricing is intended to remain constant and unchanged over the terms of the Agreements. KLM will submit each year and maintain an annual statement of qualifications with RWU for any and all years this Agreement (or any similar subsequent Agreement) is in effect.Any modification to this agreement must be in writing and signed by both parties.

AGREEMENT

This Agreement ~~may be accepted by RWU~~ is valid for sixty (60) days from ~~September 3, 2024. the date of this.~~ If Rogers Water Utilities finds this Agreement acceptable, please sign and return it by mail, fax or email. When KLM receives the signed Agreement, we will contact Rogers Water Utilities to coordinate an inspection time. Upon delivery of the inspection report to Rogers Water Utilities, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between Rogers Water Utilities and KLM Engineering, Inc. is accepted by:

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

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

Signature

Chad Caldwell

Signature

Name

Chad Caldwell

Name

Title

Business Development

Title

Date

September 3, 2024

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Chad Caldwell
Business Development
Cell: 816-602-9827
Email: ccaldwell@klmengineering.com

Attachment: KLM Terms and Conditions

Rev 2024.05.23

**KLM ENGINEERING, INC. (KLM)-
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these ~~KLM~~ Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** Rogers Water Utilities ("The KLM Client" or "RWU") shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by ~~the law, the KLM Client shall defend, indemnify, and hold harmless~~ KLM, its employees and representatives shall have no liability for from any all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work However, KLM states that it will not damage any of RWU's storage tanks, appurtenances, and other facilities that are the subject of this Agreement and KLM shall be liable for any damages to such storage tanks, appurtenances, and other facilities caused by KLM's negligence or that of its employees, agents, subcontractors or others working on KLM's behalf in accordance with the terms and conditions of this Agreement including, without limitation, Section 11 of these Terms and Conditions. -
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS**

Rogers, Arkansas - Service Agreement

SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL

KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance ~~and~~ comprehensive general liability insurance, and professional liability insurance. - KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless ~~the KLM Client~~ RWU and its shareholders, directors, officers, members, governors (Commissioners) and employees and agents from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

~~The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees shall have no from liability for, claims, losses, and damages, including bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use therefrom arising out of or relating to the applicable Project that are caused by the KLM's Client's negligent acts or omissions. - provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. - Further, the KLM Client shall indemnify and hold harmless KLM shall have no liability from for any all claims or losses arising out of the unauthorized use of KLM's Documents.~~

- 12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
- 13. DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
- 14. TERMINATION.** Either party may terminate this Agreement at any time by providing a written notice. After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Upon receiving notice of termination from the KLM Client, KLM will cease work and will not incur further expenses for which it intends to charge KLM client. Notwithstanding the foregoing, those portions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination of this Agreement, including, without limitation, the following section of these Terms and Conditions: the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 20, 21, 22, 23, and 24, 25, 26, 27, 28 and 29.
- 15. SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
- 16. KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
- 17. ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
- 18. AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
- 19. NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota-Arkansas without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in Washington-Benton County, Minnesota-Arkansas
- 20-21. COMPLIANCE WITH LAW.** Each of the parties hereto is responsible for securing whatever permits, licenses, permissions, certificates, etc. required for the activities undertaken by that party pursuant to this Agreement. Each of the parties hereto states that it will at all times operate in compliance with all applicable, local, state and federal laws and/or regulations and will not act under this Agreement to cause the other party to violate any applicable local, state or federal laws and/or regulations. Any provision of law required to be inserted into this Agreement shall be deemed to be

incorporated herein. In the event any provision of this Agreement is not in compliance with law, then the parties shall cooperate to replace such noncompliant provision with a provision that complies with the law and that meets or most nearly meets the intent of the parties hereto.

~~21-22. **AUDIT.** Pursuant to~~KLM will cooperate with the Arkansas Legislative Auditor as required by Ark Code. Ann. § 10-4-416 and other applicable law to allow the Legislative Auditor to ascertain, inspect, confirm, copy, audit, and examine any records, documents, or accounts of any regarding this Agreement. ~~Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.~~

~~22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these~~

~~KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.~~

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
26. **Independent Contractor.** KLM is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
27. **NO JOINT VENTURE; NO THIRD-PARTY BENEFICIARIES.** This Agreement is made at arm's length between two independent contracting parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership, tenancy in common, joint tenancy, or any similar relationship between the parties or require either party to engage in further business relationships between the parties. The parties agree that there are no third-party beneficiaries of this Agreement and that no person or entity, other than the parties hereto (and in the case of RWU, the Rogers Waterworks and Sewer Commission and the City of Rogers) shall have standing to enforce the terms of this agreement
28. **CONFIDENTIAL INFORMATION.** KLM will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information of RWU it receives in connection with its performance of the services. KLM will enter into RWU's standard Professional Service Nondisclosure Agreement as may be modified for this Agreement.
29. **No Obligation of Indemnity. 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 KLM under this Agreement. Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted, the Rogers Water Utilities, the Rogers Waterworks and Sewer Commission and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law
- 25-30. **Certification of Compliance with Anti-Boycott Laws.** Pursuant to Ark. Code. Ann. § 25-1-503, KLM certifies that it is not currently engaged in a boycott of Israel. KLM agrees for the duration of the Agreement not to engage in a boycott of Israel. Pursuant to Ark. Code. Ann. §. § 25-1-1102, KLM certifies that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in a boycott of energy, fossil fuel, firearms, and ammunition industries.

End of ~~the KLM~~ Terms and Conditions.

Rev 2022.11.23

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Staff recommends approval of the agreement with Garver Engineers for the evaluation and conceptual design of SCADA upgrades for water / sewer operations and RPCF, at hourly fees not to exceed total of \$157,800. Staff requests authorization to negotiate the final form and content of the agreement.

**Agreement
For
Professional Services
Rogers Waterworks and Sewer
Commission
Project No. 2400838**



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THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made as of the Effective Date by and between the **Rogers Waterworks and Sewer Commission** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, the Owner intends upgrade their existing SCADA systems with modern hardware and software solutions that will make sure their systems are capable of handling increased data loads, improving operational efficiency, and enhancing overall system reliability and security (the “**Project**”). Generally, the scope of services includes an engineering evaluation of the existing Supervisory Control and Data Acquisition (SCADA) systems, proposed improvements, and conceptual design for the Owner’s Pollution Control Facility, Wastewater Collection System and Water Distribution System. For each facility, services will include an assessment of the existing SCADA system components and connection to the SCADA system, development of recommended improvements, prioritization of the recommended improvements, and conceptual design of the recommended improvements. Future phases will include subsequent final design, procurement services, construction services, and control system programming to assist the Owner with implementation of improvements.

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.



2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.



5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.



- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.
- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.
- 6.2. Instruments of Service.
- 6.2.1. Deliverables. All common law, statutory, and other reserved rights (including copyright) in the reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Instruments of Service**" or "**Deliverables**"), shall become the property of Owner upon delivery of the same to Owner and upon payment to Garver as provided for in this Agreement, provided however, that nothing herein shall preclude Garver from using constituent elements of the Instruments of Service or Deliverables on other projects.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Instruments of Service or Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that Garver, Garver's subconsultants, and their Personnel shall not be responsible for any claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. Except as stated hereinabove in Section 6.2.1, all intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.



- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. Garver, Garver's subconsultants, and their Personnel shall not be responsible for any claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.
- 6.3. Opinions of Cost.
- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design with Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with, as applicable, Sections 4 and 10.2.
- 6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the



construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

- 6.5.3. Garver, Garver's subconsultants, and their Personnel shall not be responsible for any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver or Garver's subconsultants in performance of the Services.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Garver, Garver's subconsultants, and their Personnel shall not be responsible for any losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally as Confidential Information; Further, certain portions of the documents resulting from Garver's performance of services, the Instruments of Service, or the Deliverables may be designated as Confidential Information by Owner as determined by Owner and in accordance with applicable law. Garver may not designate the documents resulting from Garver's performance of services, the Instruments of Service or the Deliverables as Confidential Information, except to the extent that such documents include Garver's underlying Intellectual Property. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order, including, without limitation, the Arkansas Freedom of Information Act (FOIA) or a valid subpoena. Owner's good faith determination that a disclosure to a third party is required under FOIA and Owner's disclosure pursuant to the FOIA shall not constitute a breach of this Agreement, provided that Owner provides Garver with prompt notice by telephone and prompt written notice by electronic mail (with a copy by U.S. mail) of such request prior to producing any records so that Garver has an opportunity to seek court protection of the requested records. Further, Owner's compliance with a lawful subpoena shall not constitute a breach of this Agreement, provided that Owner provides Garver with prompt notice by telephone and prompt written notice by electronic mail (with a copy by U.S. mail) of such request prior to producing any records or giving testimony in response to a lawful subpoena so that Garver has an opportunity to seek court protection



of the requested records and/or other information. Owner may disclose Confidential Information to its members (Commissioners) affiliates, agents, attorneys, contractors, and legal representatives, employees of the Rogers Water Utilities, members of the Rogers City Council and/or elected and appointed officials of the City of Rogers, as applicable, but only if they have a need to know and an obligation to protect the Disclosing Party's Confidential Information that is at least as restrictive as the confidentiality provisions of this Agreement.

Likewise, in the course of its performance under this Agreement, Garver may be privy to certain Owner data and Confidential Information of Owner and Owner's customers, including, without limitation, risk and vulnerability assessments; plans and proposals for preventing and mitigating security risks; emergency response and recovery records; security plans and procedures; plans and related information for generation, transmission, and distribution systems; and other records containing information that if disclosed might jeopardize or compromise efforts to secure and protect the public water system or municipally owned utility system; records containing measures, procedures, instructions, or related data used to cause a computer or a computer system or network, including telecommunication networks or applications thereon, to perform security functions, including, but not limited to, passwords, personal identification numbers, transaction authorization mechanisms, and other means of preventing access to computers, computer systems or networks, or any data residing therein, and certain Personally Identifiable Information (PII) of Owners' customers as defined in any of Owner's Identity Theft Prevention Programs pursuant to 16 C.F.R. § 681.1 (collectively "Owner information"). Garver will safeguard and will not disclose Owner information to any other person or entity, except for subconsultant's performing work under this Agreement, who shall, pursuant to contract with Garver, also be subject to the provisions of this Section 6.7. Garver will take reasonable measures to ensure that any Owner information provided to Garver is not inappropriately accessed or distributed to any third party. At no time will Owner information be distributed to individuals or organizations who are not Garver employees or subconsultants without first receiving written approval from the appropriate official of Owner. Garver will not disclose to any third party or use for any purpose inconsistent with this Agreement any Owner information it receives in connection with its performance under this Agreement. Garver will safeguard and keep confidential all Owner Information. Garver affirms that it takes measures to maintain confidentiality of information of Owner and Owner's users and will provide information relating to said security measures to Owner upon Owner's request to enable Owner to evaluate the sufficiency of the programs and measures. In the event Garver is served with any public records request or subpoena, federal, state, or otherwise, that purports to require production of any Owner Information, prior to producing any records, testifying, or otherwise providing any information in response to the records request or subpoena, Garver will promptly notify Owner by telephone, and will promptly notify Owner in writing, by electronic mail, with a copy by U.S. Mail, of the records request or subpoena so that Owner may seek court protection of such records. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information (such as project dates, general costs, project descriptions, and client/contact names) regarding the Project for future qualifications and resume purposes. For all other marketing purposes, Garver will obtain prior written approval from Owner.

Garver shall request from Owner and receive only such Owner information as is necessary for Garver to perform the Services. Owner is obligated to disclose only such Owner information as is necessary for Garver to perform the Services. At all times while performing the Services or while otherwise having access to Owner information, Garver will comply with all applicable federal, state, and local laws, regulations, and rules pertaining to handling, storage, and distribution of Owner information. If any Owner information is inadvertently disclosed, stolen, or otherwise compromised, Garver shall promptly notify Owner and cooperate with Owner to take such remedial action as may be appropriate or required by law. Nothing in this Agreement



shall be construed as requiring Owner to make any disclosure in violation of the Arkansas Freedom of Information Act (FOIA), or any other applicable federal, state, or local laws, regulations, and rules pertaining to handling, storage, and distribution of Confidential Information. Owner, in its sole discretion, and in consultation with its legal counsel, shall determine what information Owner may disclose in accordance with applicable law. Neither Owner nor its legal counsel shall have any liability to Garver for any decision of Owner to refuse to disclose any information in compliance with FOIA or other applicable law, or to make any public disclosure in accordance with FOIA or other applicable law. At all times while performing the services or while otherwise having access to Owner information, Garver will comply with all reasonable requests of Owner concerning handling, storage, and distribution of Owner information. Garver agrees that in the event Garver breaches its obligations pursuant to this Section 6.7, Owner's damages will be irreparable and/or difficult to calculate and Garver agrees that Owner may, in addition to all other legal and equitable remedies available to it, seek injunctive relief against Garver to enjoin violations of this Section 6.7. Garver shall have access to Confidential Information only while performing the Services. In the event this Agreement terminates, or Garver is otherwise no longer performing the Services, Garver will return all Owner information and records to Owner, however, Garver may retain copies to the extent that routine computer back-up procedures create copies in the associated back-up or archival computer storage system, provided that any such Confidential Information so retained shall remain subject to this provision. Garver's obligations pursuant to this Agreement survive and continue after termination of this Agreement or after Garver is otherwise no longer performing the Services.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Services. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. WAIVERS

9.1. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.1.1. Subject to and without waiving Owner's tort immunity as further described herein below, the Parties agree that any claim or suit for Damages made or filed against the other Party



will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

- 9.1.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.
- 9.1.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of coverage actually afforded by Garver's insurance policies as shown on Exhibit C of this Agreement. However, the parties agree that this Section 9.1.3. does not require Owner to make a claim against a third party, file suit against a third party, indemnify Garver, or perform any other act to limit Garver's liability to Owner and/or effectuate the limit of Garver's liability to Owner provided for in this Paragraph 9.1.3.
- 9.1.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement, including without limitation, Paragraph 9.1.3 above.
- 9.1.5. The limitations set forth in Section 9 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

- 10.1. Venue. Venue for any litigation arising out of or relating to this Agreement shall lie in the State or Federal Courts embracing Benton County, Arkansas. Prior to litigation being commenced, the parties shall attempt to resolve any dispute first by consultation and negotiation in good faith and a spirit of cooperation, and the parties may, by mutual agreement, engage the services of a mediator to conduct nonbinding mediation in order to resolve any dispute. However, either party may file any action or proceeding without first attempting negotiation if necessary in order to avoid application of any statute of limitation, statute of repose, or other provision of law that would foreclose the action or proceeding if not timely filed.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.



11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.
- 11.4. Termination to Comply with Law or Obligations. This Agreement may be terminated by Owner at any time in the event Owner determines, in its sole discretion, that this Agreement will violate any applicable law or constitute or cause a condition of default or breach on the part of Owner, the Rogers Water Utilities, or the City of Rogers, Arkansas under any other contracts or agreements.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver, and their successors or assigns. This Agreement does not contemplate any third-party beneficiaries, except in the case of Owner, the rights of Owner may be assumed by the City of Rogers, Arkansas.



- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.
- 12.8. No Obligation of Indemnity. Tort Immunity Not Waived. The parties hereto agree that Owner has no obligation of indemnity of any type (whether contractual, equitable, or otherwise denominated) to Garver under this Agreement. Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to Owner, the Rogers Water Utilities, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.
- 12.9. Certification of Compliance with Anti-Boycott Laws. Pursuant to Ark. Code. Ann. § 25-1-503, Garver certifies that it is not currently engaged in a boycott of Israel. Garver agrees for the duration of the Agreement not to engage in a boycott of Israel. Pursuant to Ark. Code. Ann. §. § 25-1-1102, Garver certifies that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in a boycott of energy, fossil fuel, firearms, and ammunition industries.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledge that they have independently assured themselves and confirm that they individually have examined all Exhibits, and agree that all of the aforesaid Exhibits shall be considered a part of this Agreement and agree to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

**Rogers Waterworks and Sewer
Commission**

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: Jerry Carmichael
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: Chairman

Title: Water Team Leader

Date: _____

Date: 09/18/2024

Attest: _____
Brent Dobler

Attest: _____
Chris Buntin



EXHIBIT A (SCOPE OF SERVICES)

GENERAL

Owner intends upgrade its existing SCADA systems with modern hardware and software solutions that will make sure its systems are capable of handling increased data loads, improving operational efficiency, and enhancing overall system reliability and security (the “**Project**”). Generally, the scope of services includes an engineering evaluation of the existing Supervisory Control and Data Acquisition (SCADA) systems, proposed improvements, and conceptual design for the Owner's Pollution Control Facility, Wastewater Collection System and Water Distribution System. For each facility, services will include an assessment of the existing SCADA system components and connection to the SCADA system, development of recommended improvements, prioritization of the recommended improvements, and conceptual design of the recommended improvements. Future phases, anticipated by Amendments, will include subsequent final design, procurement services, construction services, and control system programming to assist the Owner with implementation of improvements.

1. TASK 1 – PROJECT MANAGEMENT AND DATA REVIEW

Project Kickoff Meeting

Following data acquisition and historical data review, Garver will conduct an in-person kickoff meeting with the Owner at the Owner's facility. The purpose of the kickoff meeting will be to review the objectives of the project, review the scope of work, discuss the schedule, and highlight the deliverables.

Project Progress Meetings

Garver will conduct up to three (3) virtual Project Progress Meetings. The purpose of the progress meetings is to convey project status and schedule to all stakeholders, and to maintain open lines of communication with stakeholders throughout the project lifecycle.

Data Collection and Review

Prior to beginning the assessment, the Owner will provide Garver with the following required data. Garver will work with the Owner to obtain the necessary data.

- A. As-built drawings of each facility
- B. SCADA system end user software applications for RTUs, PLCs and HMIs
- C. Drawing or sketches of overall SCADA system architecture
- D. Communication technology equipment and providers
- E. HMI screen captures
- F. HMI database
- G. Alarm management strategies including alarm communication methods

If available, the Owner will provide the following data.

- A. Piping and instrumentation diagrams (P&IDs) for each process unit
- B. Process control descriptions for each process unit
- C. Process flow diagrams for each facility
- D. Previous applicable studies and reports
- E. Equipment O&M manuals
- F. Contractor submittals



Garver will review the existing data provided by the Owner and use the information to develop a list of SCADA system equipment that will be evaluated during the assessment task. The purpose of the equipment list is to effectively execute onsite work performed during the assessment task. While onsite conducting field investigations, Garver will further refine the equipment list for a comprehensive condition assessment.

2. TASK 2 – CONDITION ASSESSMENTS

Site Survey

The site survey will focus on SCADA system equipment used for monitor and control including instrumentation, PLCs, and operation technology networks. The survey will consist of a visual assessment along with a verbal or written historical perspective shared by the Owner. The visual assessment will focus on documenting equipment condition including age, capacity, reliability, criticality, and other factors as applicable. Several Garver I&C engineers and technicians will perform the survey at the following facilities listed below over three (3) consecutive business days.

- A. Pollution Control Facility (PCF)
- B. Water Distribution Office
- C. Up to ten (10) Wastewater Collection System and Water Distribution Sites

This scope of services is based on the following assumptions.

The Owner will assist the Engineer with the onsite inspection by providing access to each location with appropriate staff members that can provide a verbal or written description of the installation. In addition, the Owner will physically open each electrical or SCADA control panel for visual inspection.

3. TASK 3 – CONCEPTUAL DESIGN REPORT

Garver will develop a conceptual (10%) design report based on condition assessment findings and project objectives. The report will include design narratives to review cost effective strategies, conceptual design drawings, preliminary product recommendations, communication options, network configurations and enhancements, and supporting software selections.

Garver will develop an understanding of how the system will communicate and the equipment that will be utilized on the project. Items that will be thoroughly reviewed and discussed with the Owner include:

- A. Condition assessment findings
- B. Design narratives outlining cost effective strategies
- C. Evaluations of equipment and software
- D. Preliminary recommendations for equipment and software replacement
- E. Preliminary recommendations for additional new equipment or software
- F. Recommendations for resolving existing control issues
- G. Recommendations for new SCADA HMI features



Conceptual Project Cost Estimates

Garver will develop a conceptual project cost estimate for all phases of projects along with recommendations for prioritization of items that will be in the range of the allowable budget for the project. Remaining items that are above the budget will be prioritized into logical groupings for future phasing purposes. Conceptual project cost estimates include professional services, allowances, contractor overhead and profit, and design progression contingency. In accordance with standard practice and industry guidelines, the expected range of accuracy for this stage of the project is -30% to +50% of the actual project estimate. At this design stage, conceptual project cost estimates should be considered for project budgeting and/or control given the fluctuating nature of materials, equipment, and labor and as such, Garver cannot warranty the opinion of construction cost.

The following will be submitted to the Owner, or others as indicated, by GARVER:

One (1) draft Conceptual Design Report that encompasses the PCF, WWCS, and WDS. The report will include the conceptual project cost estimates. Deliverable will be sent electronically in Portable Document Format (PDF) for review prior to the Conceptual Design Workshop.

4. TASK 4 – CONCEPTUAL DESIGN WORKSHOP

Garver will conduct a Conceptual Design Workshop with the Owner at the Owner's location to present the findings as developed within the conceptual design report and receive feedback from the Owner regarding the prioritized list of alternatives to be included in the next phase of project. Owner provided comments will be documented, reviewed, and incorporated into the final version of the Conceptual Design Report. This final conceptual design report will establish the approach and expectation for the continuing design required to complete the project.
Deliverables:

The following will be submitted to the Owner, or others as indicated, by GARVER:

- A. Electronic (PDF) copy of the draft Conceptual Design Report
- B. Three (3) printed copies of the final Conceptual Design Report

5. TASK 5 – FINAL DESIGN

The scope for this task will be developed and authorized by a future Amendment.

6. TASK 6 – PROCUREMENT SERVICES

The scope for this task will be developed and authorized by a future Amendment.

7. TASK 7 – CONSTRUCTION SERVICES

The scope for this task will be developed and authorized by a future Amendment.

8. TASK 8 – CONTROL SYSTEM PROGRAMING

The scope for this task will be developed and authorized by a future Amendment.



9. TASK 9 - EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Submittals or deliverables in addition to those listed herein.
- B. Services beyond those listed herein.
- C. Procurement, installation, or configuration of PLC hardware.
- D. Procurement, installation, or configuration of network hardware.
- E. Procurement, installation, configuration or calibration of instrumentation.
- F. Procurement, installation, or configuration of software.
- G. Upgrades or modifications to PLC and HMI applications.
- H. Technical services for troubleshooting equipment or electrical interconnections.
- I. Repair services.
- J. Preparing or revising O&M data.
- K. Meetings beyond those listed herein.
- L. Procurement of services.
- M. Formal training.
- N. Additional onsite time due to circumstances beyond the control of Garver.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

10. TASK 10 – SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Project Kickoff Meeting	14 days from Notice to Proceed (NTP)
Condition Assessment Site Visits	14 days from NTP and receipt of Owner data
Draft Conceptual Design Report	120 days from Condition Assessment Site Visits
Conceptual Design Workshop	10 days from draft Conceptual Design Report
Final Conceptual Design Report	14 days from Conceptual Design Workshop



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Project Management and Data Review	\$26,400	RATE SCHEDULE
Task 2 – Condition Assessments	\$29,400	
Task 3 and 4 – Conceptual Design	\$102,000	
Task 5 – Final Design	MAY BE ADDED BY AMENDMENT	
Task 6 – Procurement Services		
Task 7 – Construction Services		
Task 8 – Control System Programming		
Task 9 – Construction Phase Services		
TOTAL FEE	\$ 157,800	

The Owner will pay Garver for Services rendered at the agreed upon hourly rates for each classification of Garver's personnel (which may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$157,800. The actual total fee may exceed this estimate, however, any amount in an excess of the estimate must first be approved by Owner by an affirmative vote of its members (Commissioners). The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2025, but shall not exceed the Consumer Price Index, and in no event shall exceed three percent (3%) of the previous year's rates.

Expenses other than salary costs that are directly attributable to performance of Garver's Services will be billed as follows:

1. Direct, actual cost, without markup, for travel, any long distance and wireless communications costs incurred by Garver outside of Garver's regular calling plans, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges at actual costs without markup for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.



Garver Hourly Rate Schedule: July 2024-June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 136.00	RS-1	\$ 109.00
E-2	\$ 150.00	RS-2	\$ 143.00
E-3	\$ 181.00	RS-3	\$ 202.00
E-4	\$ 212.00	RS-4	\$ 279.00
E-5	\$ 257.00	RS-5	\$ 349.00
E-6	\$ 317.00		
E-7			
Planners		Environmental Specialists	
P-1	\$ 164.00	ES-1	\$ 109.00
P-2	\$ 204.00	ES-2	\$ 137.00
P-3	\$ 254.00	ES-3	\$ 175.00
P-4	\$ 284.00	ES-4	\$ 206.00
P-5	\$ 321.00	ES-5	\$ 258.00
		ES-6	\$ 331.00
		ES-7	\$ 414.00
Designers		Project Controls	
D-1	\$ 123.00	PC-1	\$ 111.00
D-2	\$ 141.00	PC-2	\$ 146.00
D-3	\$ 168.00	PC-3	\$ 186.00
D-4	\$ 201.00	PC-4	\$ 239.00
		PC-5	\$ 292.00
		PC-6	\$ 376.00
Technicians		Administration / Management	
T-1	\$ 99.00	AM-1	\$ 78.00
T-2	\$ 119.00	AM-2	\$ 100.00
T-3	\$ 145.00	AM-3	\$ 140.00
T-4	\$ 188.00	AM-4	\$ 178.00
		AM-5	\$ 218.00
		AM-6	\$ 283.00
		AM-7	\$ 333.00
Surveyors			
S-1	\$ 61.00		
S-2	\$ 81.00		
S-3	\$ 108.00		
S-4	\$ 154.00		
S-5	\$ 195.00		
S-6	\$ 227.00		
2-Man Crew (Survey)	\$ 234.00		
3-Man Crew (Survey)	\$ 294.00		
2-Man Crew (GPS Survey)	\$ 255.00		
3-Man Crew (GPS Survey)	\$ 315.00		
Construction Observation			
C-1	\$ 117.00		
C-2	\$ 146.00		
C-3	\$ 178.00		
C-4	\$ 230.00		
C-5	\$ 270.00		



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Rogers Waterworks and Sewer Commission
Project No. W01-2400838**

AMENDMENT NO. ____

This Amendment No. ____, effective on the date last written below, shall amend the original contract between the Rogers Waterworks and Sewer Commission (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. ____ adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION ____ – [Insert section heading]

Section ____ of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

**Rogers Waterworks and Sewer
Commission**

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

RESOLUTION NO. 24-27

A RESOLUTION AUTHORIZING THE PURCHASE OF A CERTAIN REPLACEMENT PART FOR THE SLUDGE DRYER 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 certain replacement part for the sludge dryer at the Rogers Pollution Control Facility (RPCF), namely a certain joint manufactured by Kadant Johnson, LLC of Three Rivers, Michigan (“replacement part”); 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 “replacement parts and labor for repairs of machinery and equipment” and “goods or services available only from a single source” without soliciting bids; and

WHEREAS Kadant Johnson, LLC is the sole source for the replacement part; and

WHEREAS soliciting bids for the replacement part would not result in competing bids for supplying the replacement part; and

WHEREAS an exceptional situation exists such that seeking the replacement part 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 replacement part from Kadant Johnson, LLC and authorizes the expenditure of up to and including Forty-Six Thousand, Thirty-Two Dollars and seventy-one cents (\$46,032.71) plus shipping charges, any additional applicable taxes, and any ancillary 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 replacement part without soliciting bids, and further determines that an exceptional situation exists such that seeking the replacement part through competitive bidding is not feasible or practical and hereby waives the requirements of competitive bidding for the replacement part.

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 23rd day of September 2024.

Jerry Carmichael, Chairman

ATTEST:

Brent Dobler, Acting Secretary

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

Referenced Sole Source Procurement: Replacement Part for Sludge Dryer at Rogers Pollution Control Facility: certain joint manufactured by Kadant Johnson, LLC as shown on attached quotation.

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

1. Kadant Johnson, LLC is the sole manufacturer of the required replacement part.
2. Documentation concerning the exclusivity of the single source is attached hereto.

Rogers Water Utilities
By: Brent Dobler, Superintendent

Rogers Pollution Control Facility Capacity Improvements Project

Project Summary and Overview

September 23, 2024



Agenda



Project Objective



Design Basis



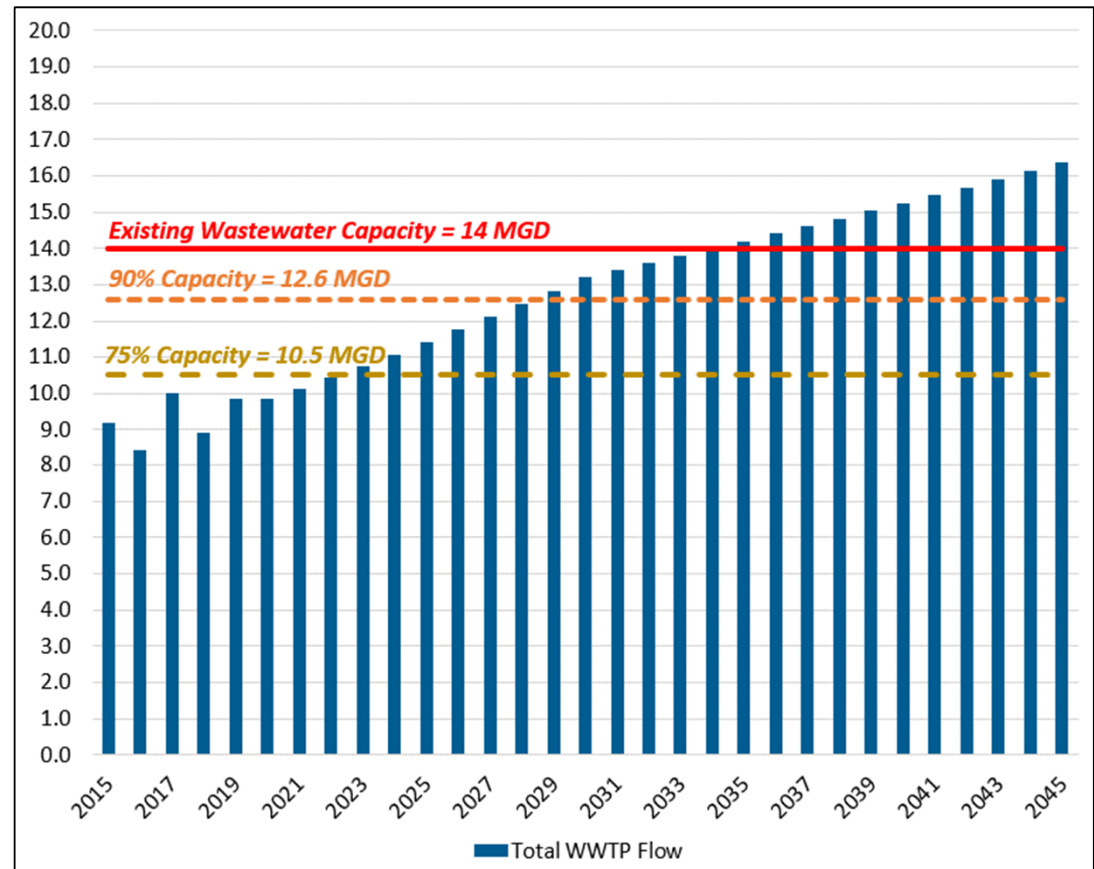
Proposed Improvements



Opinion of Probable Construction Cost

Project Objective

Develop the conceptual design for PCF improvements through 2045.



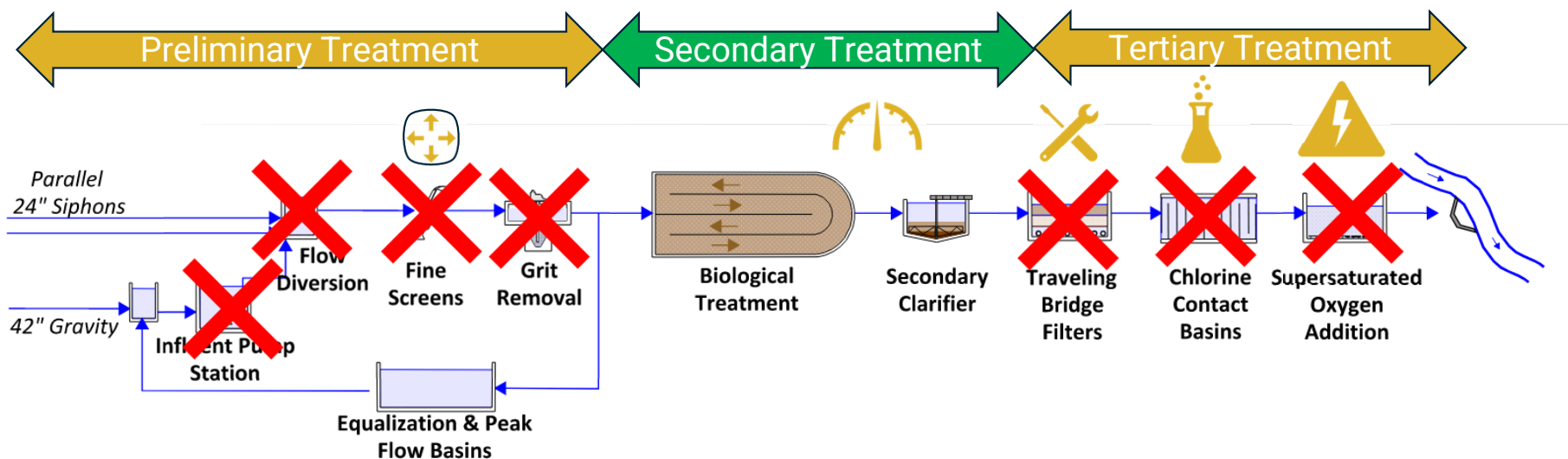
Design Basis

Parameter	Units	Current	Future
Annual Average Daily Flow (ADF)	MGD	14	15.5
Peak Hourly Flow (PHF) to Headworks	MGD	36	72.2
PHF to Secondary Treatment	MGD	36	46.5

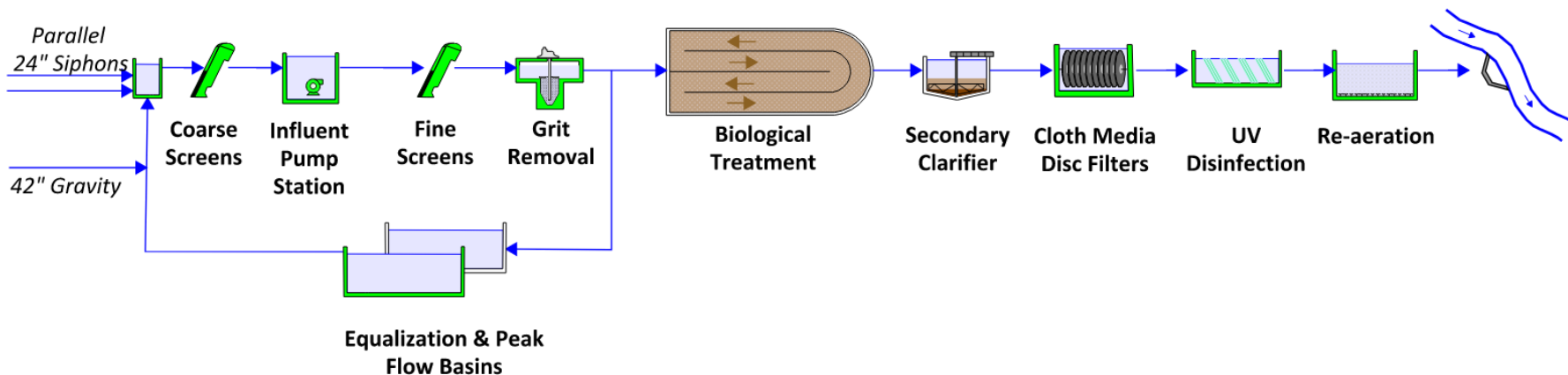
Critical Value!
Validated as part
of this project

Existing vs Proposed Process

Existing

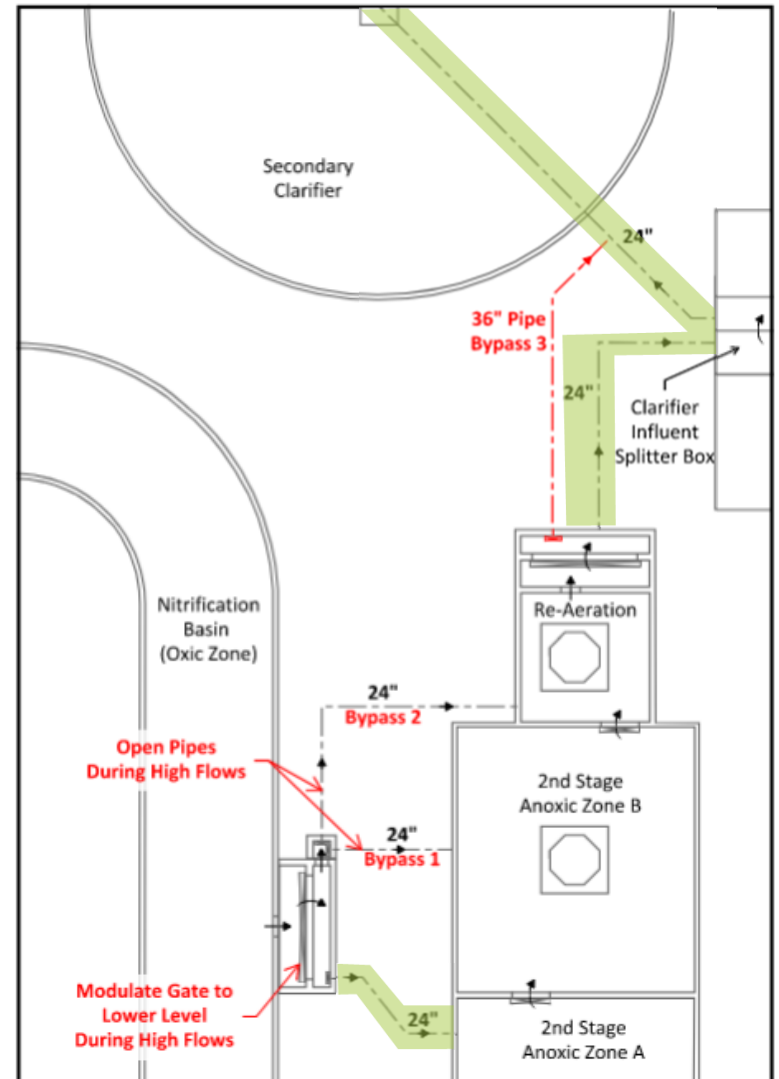


Proposed

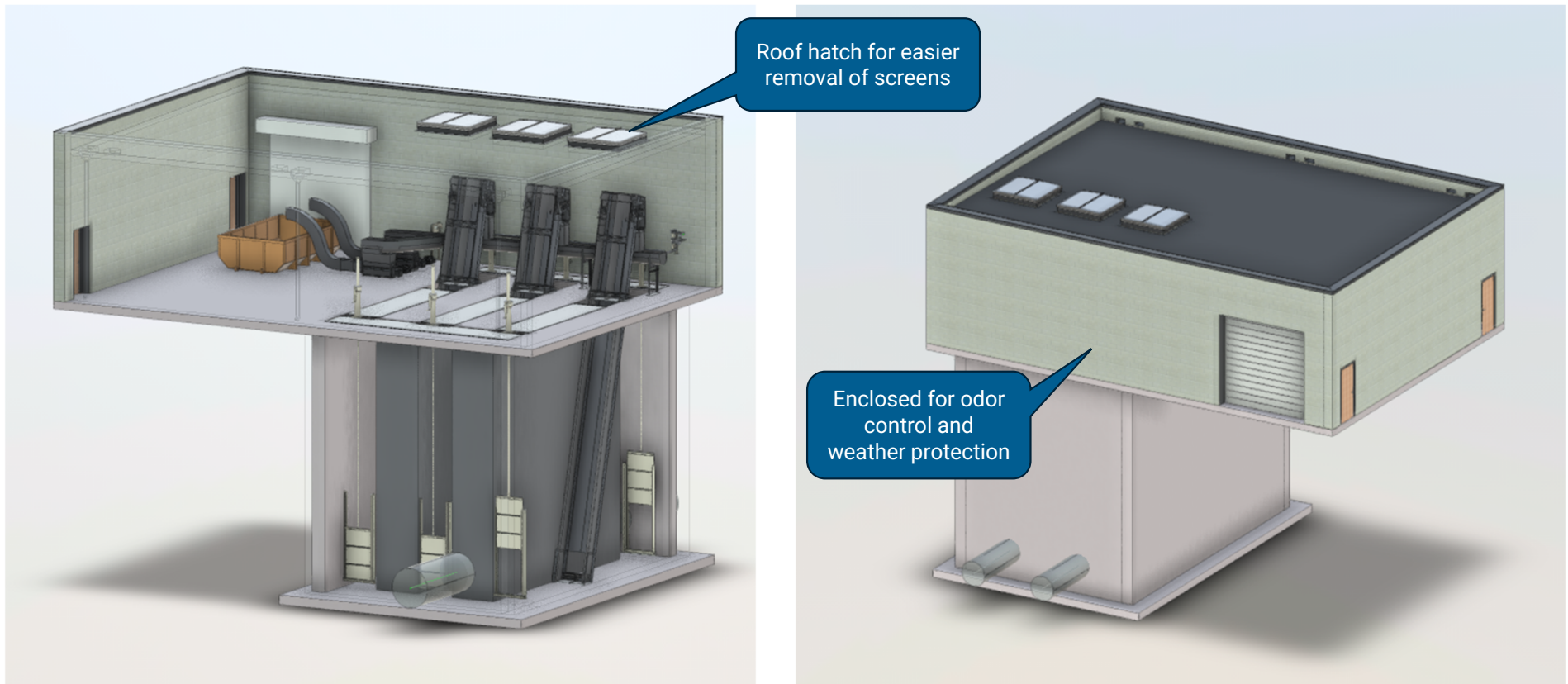


Hydraulic Restriction Mitigation

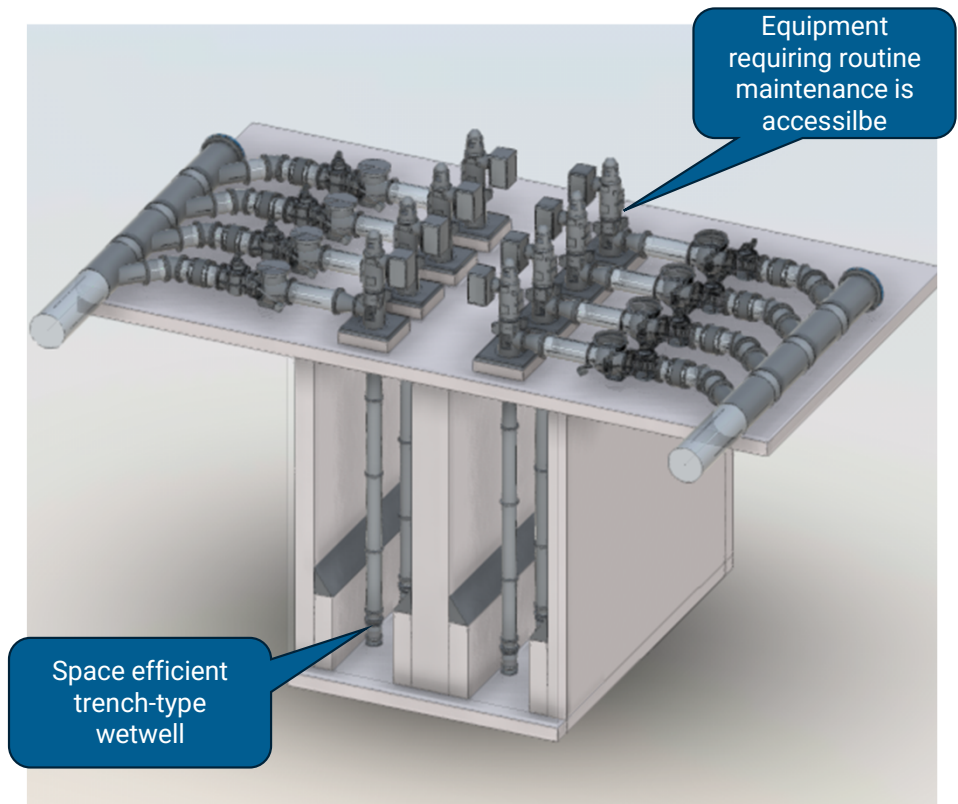
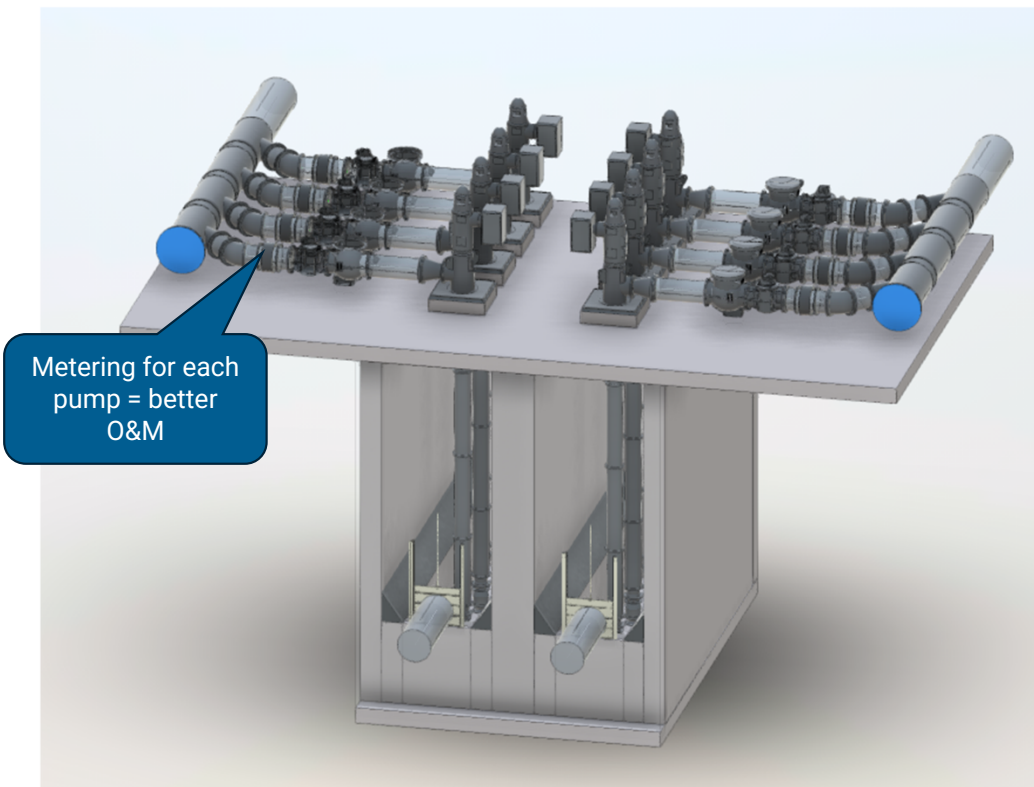
- Trains 1 and 2 have hydraulic bottlenecks that limit capacity.
- Proposed piping improvements double hydraulic capacity!



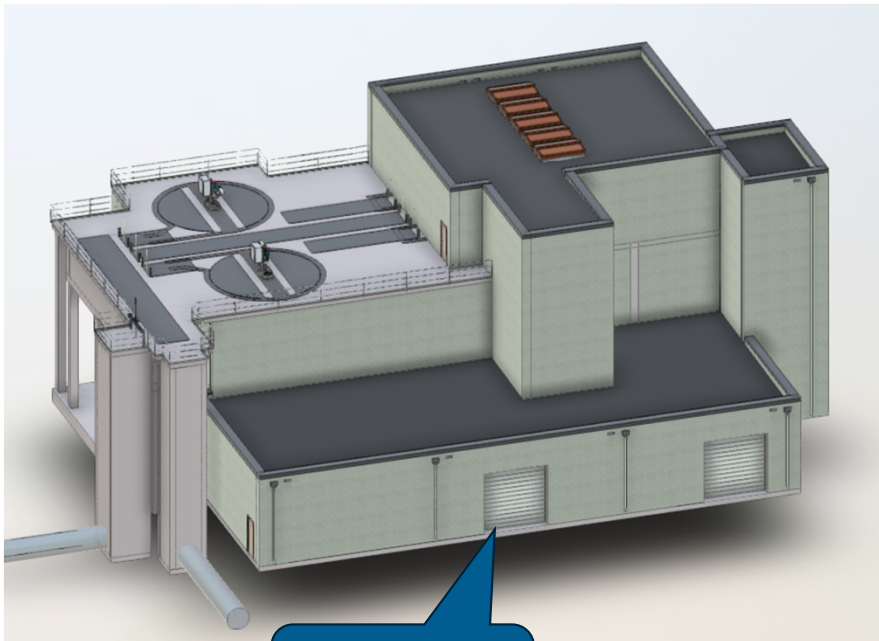
Coarse Screening Facility



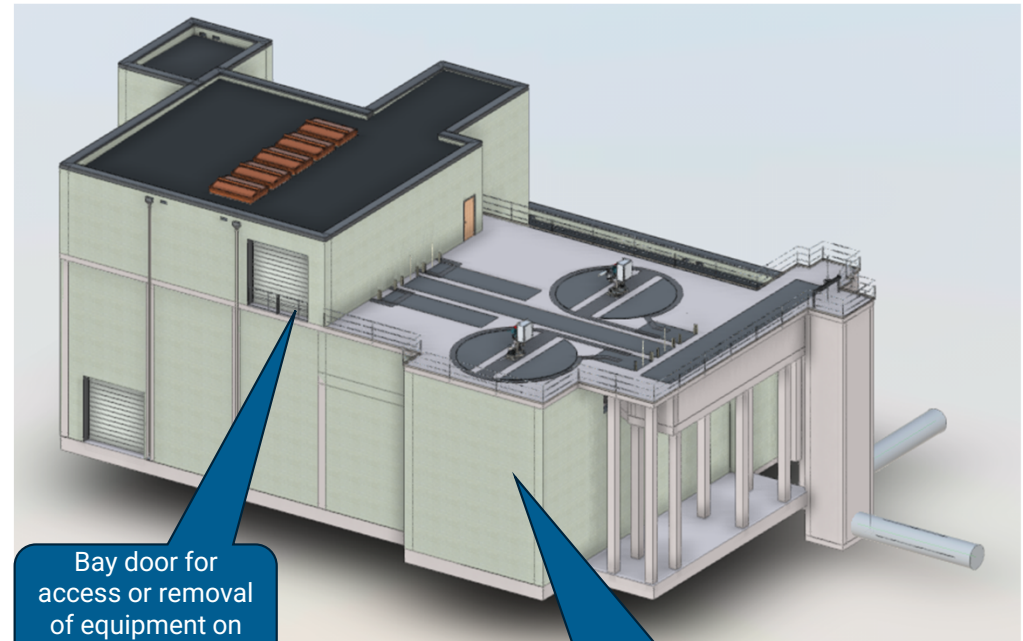
Influent Lift Station - VTSH



Headworks



Roll-up doors for access to equipment



Bay door for access or removal of equipment on upper level

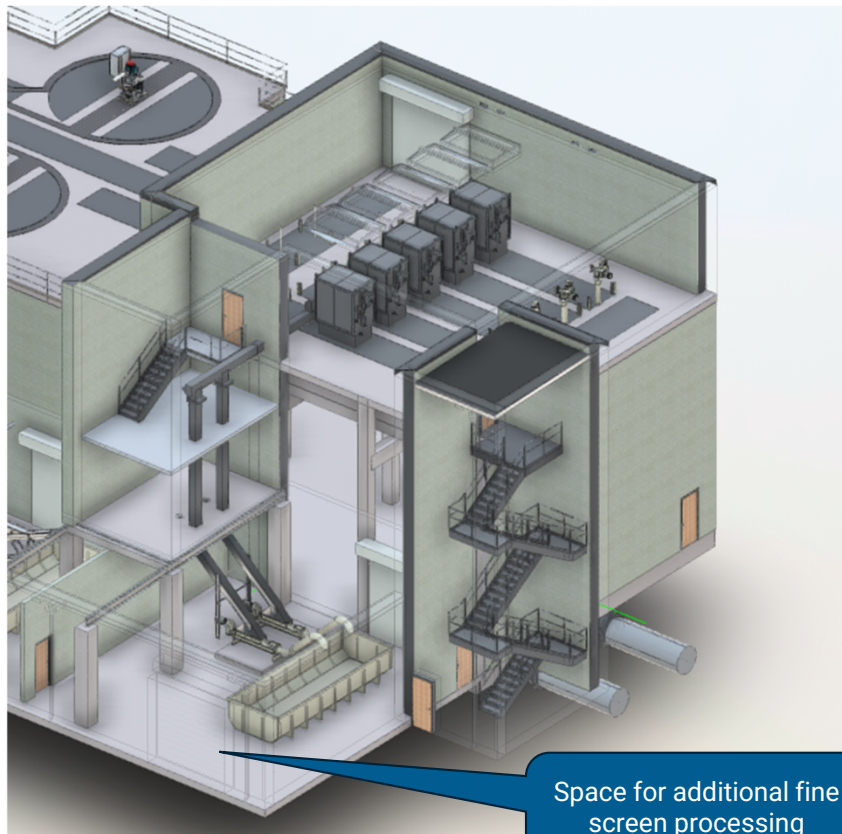
The majority of the building is enclosed, protecting equipment from the elements.

10

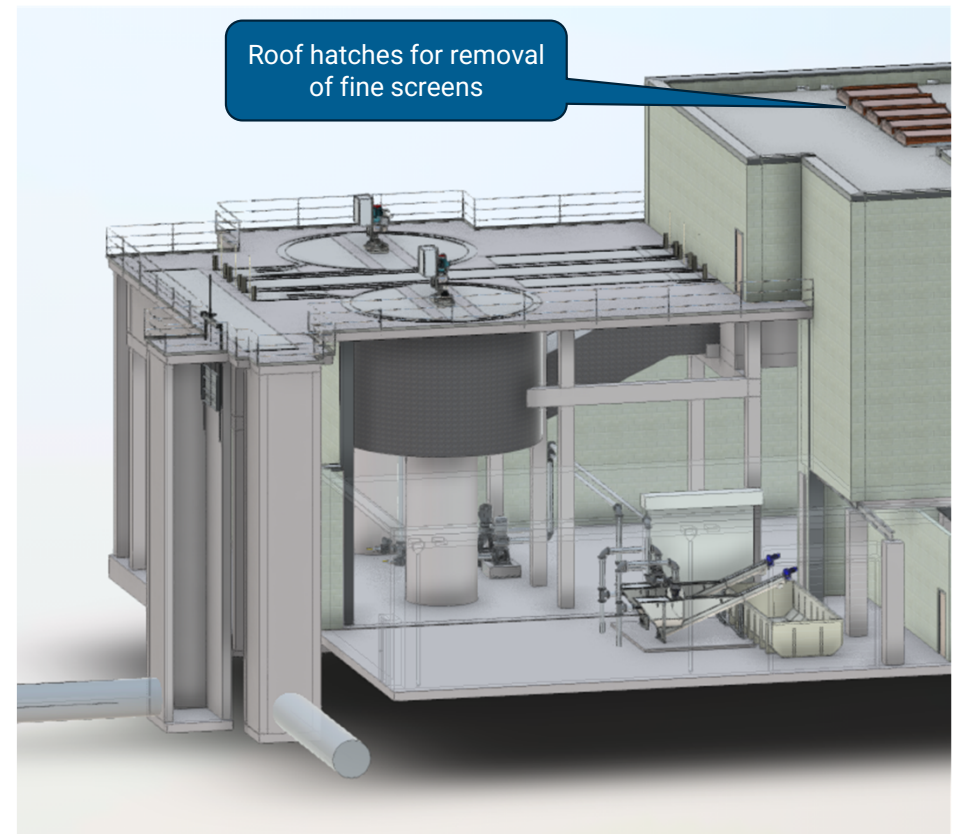




Headworks – Fine Screens and Grit Removal

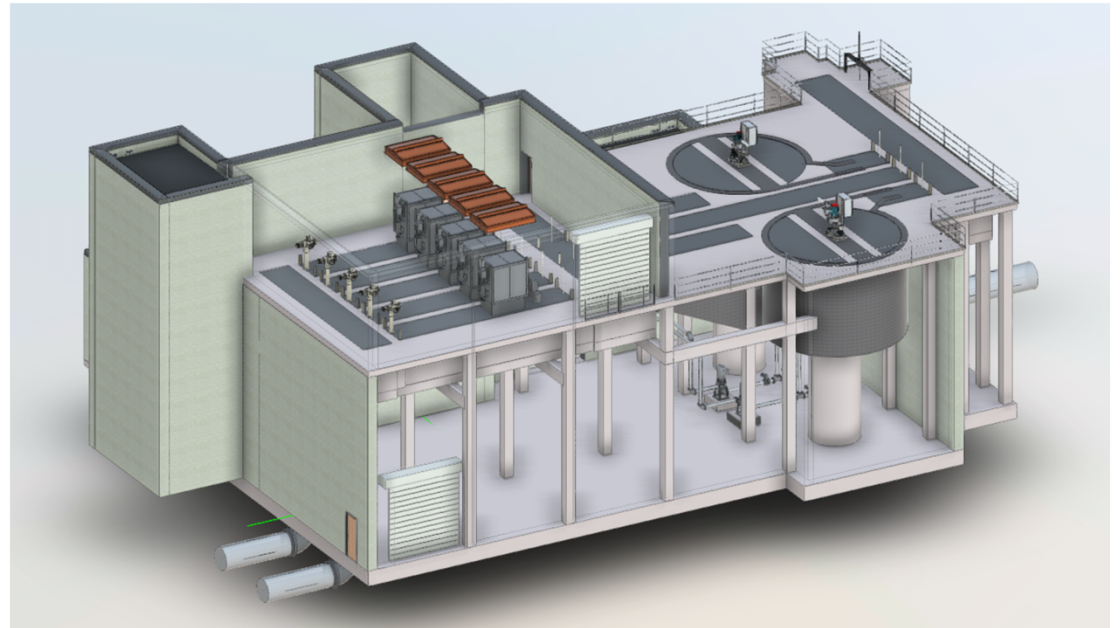
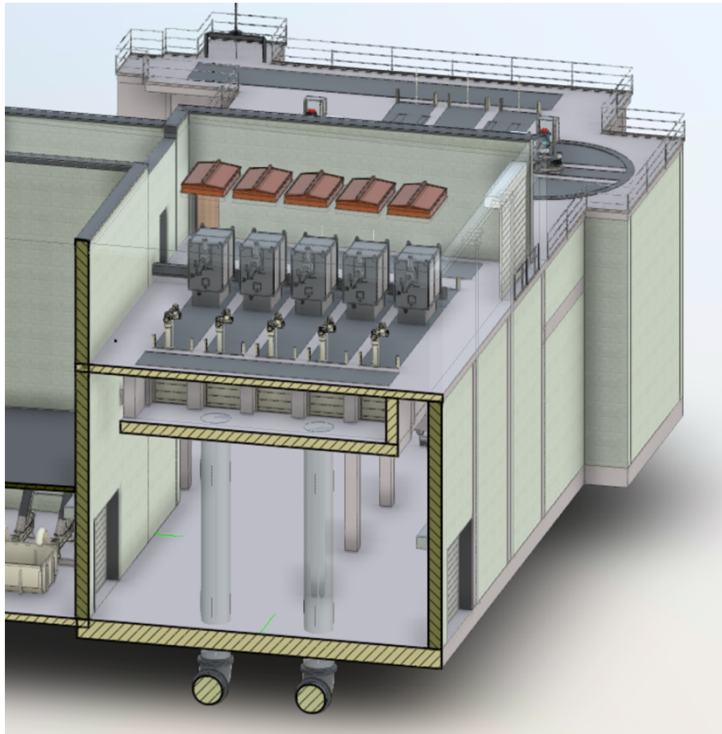


Space for additional fine screen processing equipment in future



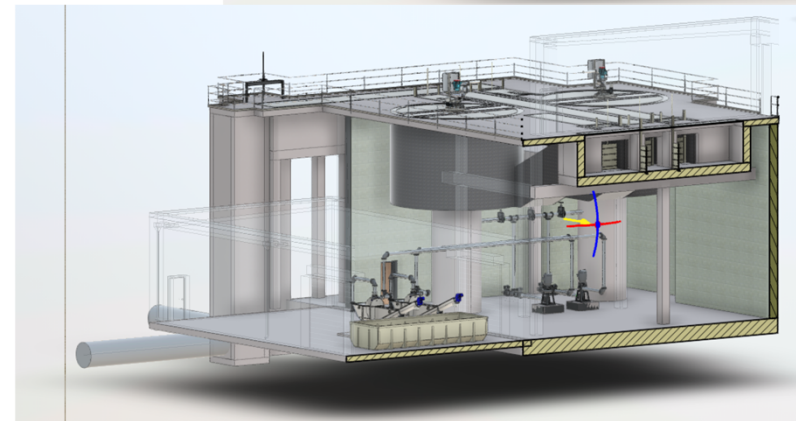
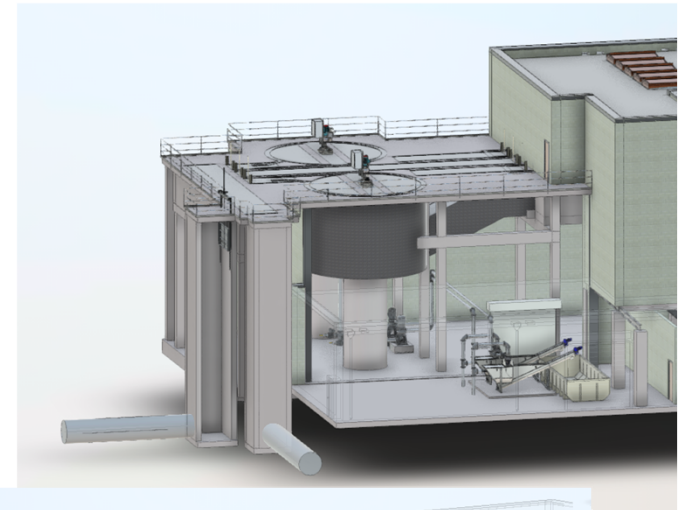
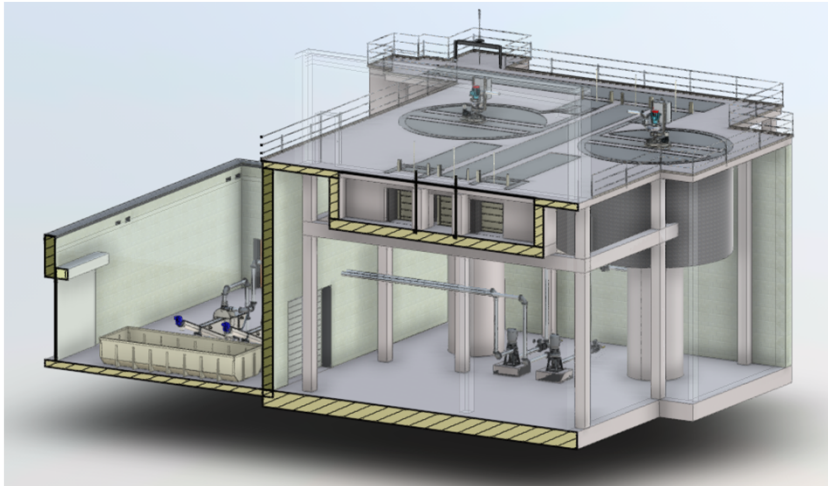
Roof hatches for removal of fine screens

Headworks – Fine Screens



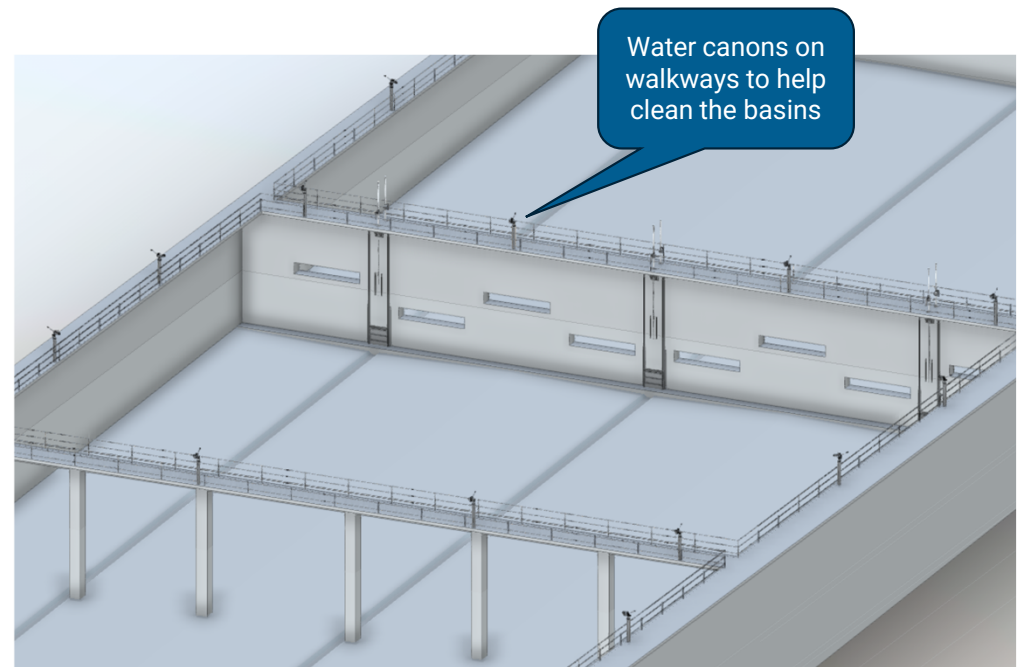
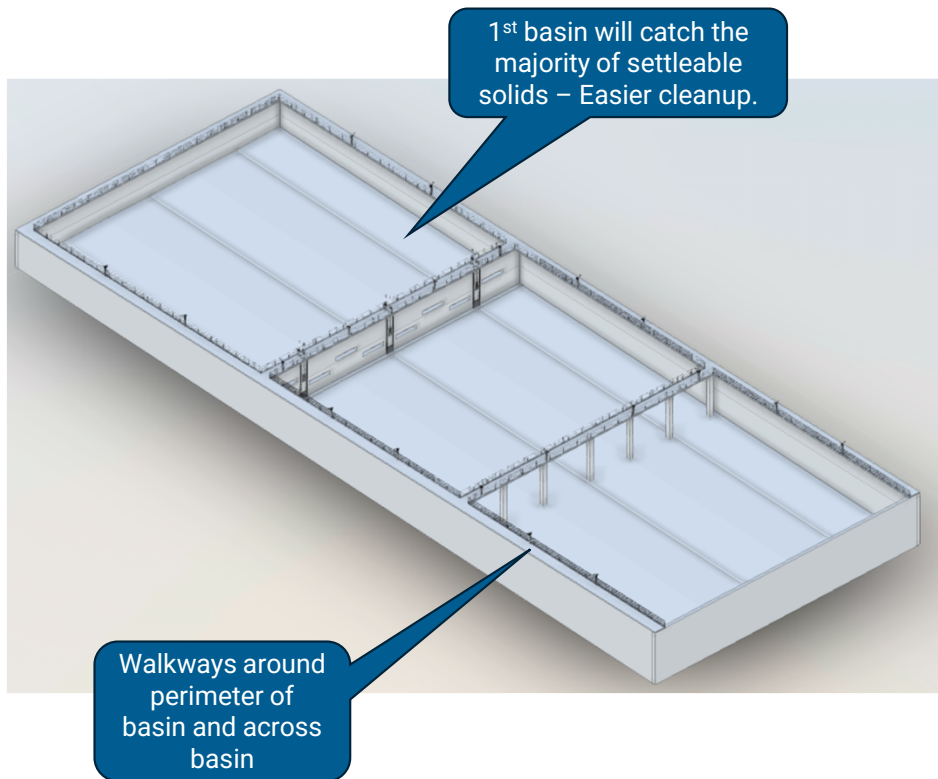
Other pics for fine screens/headworks

Headworks – Grit Removal



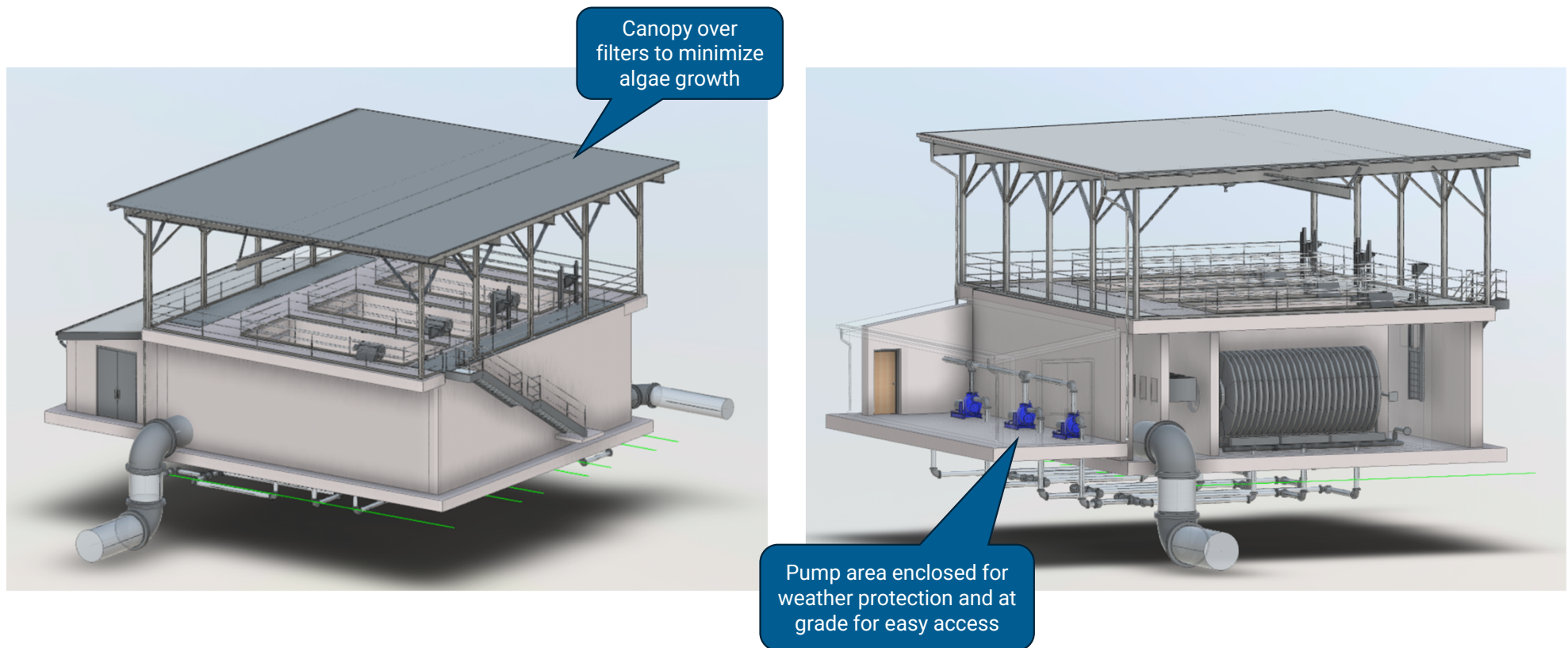
Other pics for grit removal/headworks building

Peak Flow Basin



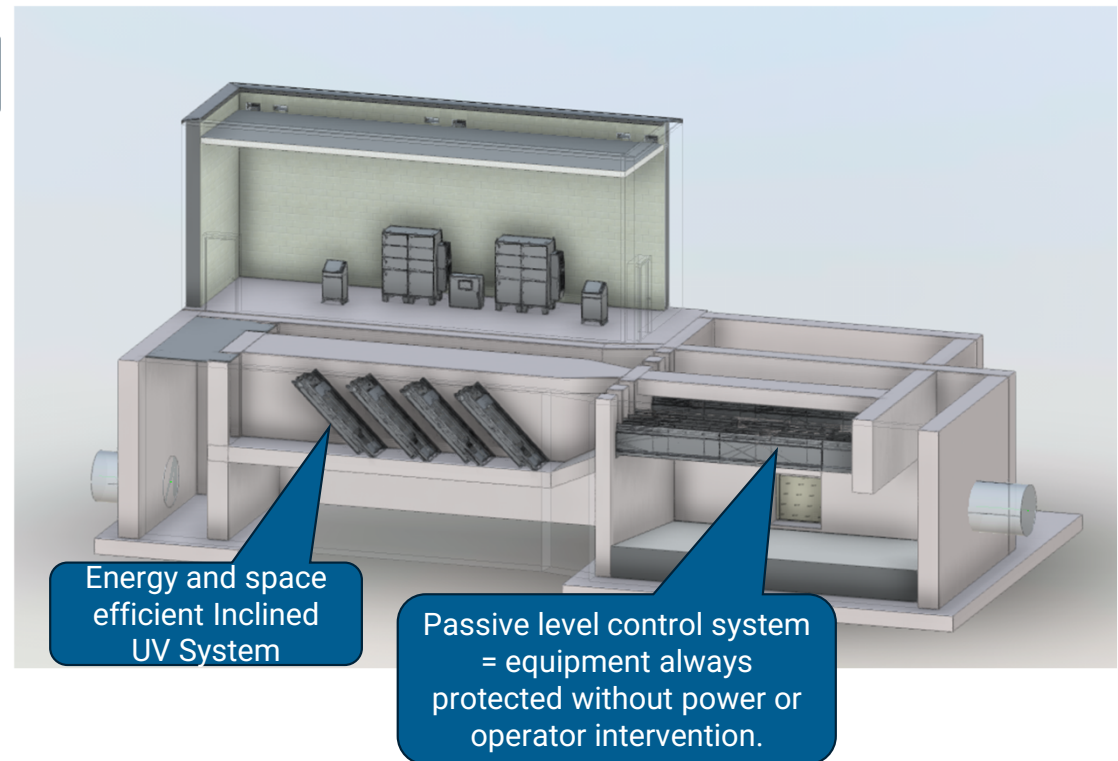
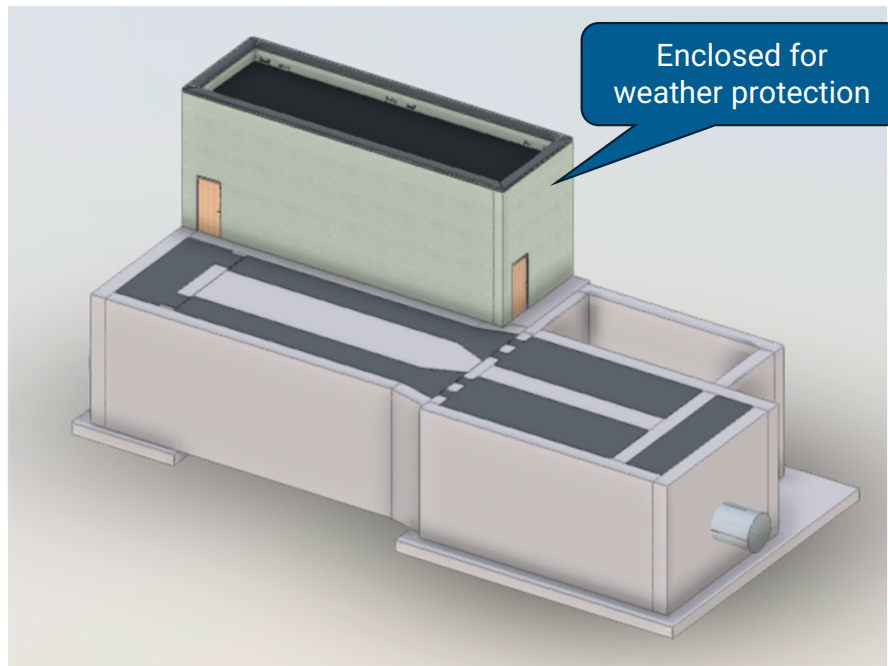


Tertiary Filtration





UV Disinfection



Opinion of Probable Construction Cost (OPCC)

- Cost assumptions
 - Mobilization = 5%
 - Contractor OH&P = 18%
 - Contingency = 30%
 - Cost escalation per year = 4%
 - Mid-point of Construction = 2028
 - Design-Bid-Build method

Description	Cost
Site Civil (Including Demo of Abandoned Structures)	\$2,764,000
Yard Piping	\$5,930,000
Coarse Screens	\$4,650,000
Influent Pump Station (VTSH Option)	\$7,830,000
Headworks	\$9,380,000
Peak Flow Basins	\$10,220,000
Tertiary Filters	\$6,100,000
UV Disinfection	\$3,300,000
Electrical Building and Emergency Generator	\$4,830,000
Odor Control	\$1,640,000
Electrical, Instrumentation and SCADA I	\$7,200,000
Subtotal	\$63,844,000
Contingency	\$19,153,200
Mobilization	\$4,149,900
Overhead and Profit	\$15,686,640
Total Current Costs (2024 Dollars)	\$102,835,000
Cost Escalation to Mid-Point of Construction	\$14,675,000
Total Projected Bid (2028 Dollars)	\$117,510,000

Proposed Schedule for Phase 1

	2025		2026				2027				2028		2029		2030	
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	H1	H2	H1	H2	H1	H2
Surveying																
Geotechnical																
Permitting																
Final Design																
Bid Phase																
Construction																