



ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA
MARCH 17, 2025
4:00 PM

AGENDA

CALL TO ORDER:

ACTION ON MINUTES:

1. February 24, 2025 Water and Sewer Commission Minutes

REPORTS:

1. Update of FEMA Fund Reimbursement for Memorial Day 2024 Tornado Damage
2. Financial Reports - J. Sigmon
3. Engineering Reports - B. Sartain
4. Rogers Pollution Control Facility Reports - T. Beaver

OLD BUSINESS:

NEW BUSINESS:

1. Approve SNF Polydyene Polymer Bid for RPCF
2. Resolution 25-07 Designating Audit Firm for FY25 Audit - J. Sigmon, B. Dobler
3. Change Order - Oak St. Waterline (52nd to Dodson) - Aaron Short
4. Engineering Services Contract for Veterans Park & Beacon Cir. Sewer Improvements - Travis Tripodi
5. Bid Results - Large Meter Vault Rehabilitation - Chene Bailey
6. Professional Services Contract for Water Transmission Main Easement Aquisitions - Brian Sartain
7. Engineering Services Contract for Sewer Smoke Testing - Brian Sartain
8. Change Order - W. Poplar Street Improvements - Brian Sartain
9. Engineering Services Contract for Sewer Model Update - Brian Sartain

ADJOURN:

Rogers Waterworks and Sewer Commission

February 24, 2025

Minutes

The Rogers Waterworks and Sewer Commission held its regularly scheduled meeting at 4:00 PM Monday, February 24, 2025, in the Rogers Administration Building located at 601 S 2nd Street. The original Commission meeting date of February 18th was postponed due to a snowstorm. Present were Commissioners Jerry Carmichael, Kathy McClure, Travis Greene, and Paige Sultemeier. Commissioner Jene' Huffman-Gilreath was absent. Rogers Water Utilities staff present were Jered Sigmon, Brian Sartain, Todd Beaver, Johnny Lunsford, Dana Daniel, Jennifer Hoffman, Mario Morales, David Ingram and Brent Dobler. Also in attendance was Robert Frazier with the Frazier Law Firm.

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

Chairman Carmichael asked for a motion to approve the December 16, 2024, meeting minutes. Commissioner McClure made a motion to approve, and Commissioner Sultemeier seconded. All in favor, motion carried.

Chairman Carmichael then recognized Mr. Sigmon to present the financial reports. Jered informed the Commission that billed revenue for the Water Department was \$1,505,776 for January 2025, a 19% YOY change. Water consumption was 226,032,538 gallons, representing a 5% YOY change. In the Sewer Department, billed revenue was \$1,885,579 for January 2025, an 29% YOY change. Sewer consumption was 190,162,500 gallons, representing a 4% YOY change. He went on to state that RWU collected \$574,100 in Access and Impact Fees in January bringing the total YTD amount to \$2,063,980. In the Water Department, income for the month was \$361,335.14 and the total income for the year is currently \$4,072,270.97. In the Sewer Department, income for the month was \$648,753.91 and the total income for the year is currently at \$5,335,770.88. RWU has \$54.5M total in unrestricted and restricted funds. These funds were at \$49.0M in January 2024. The twelve-month rolling average of lost water is at 6%. He then presented a graph illustrating "Receipts by Payment Method" over time. In 2009, over 70% of payments by customers were taken in-person or by mail. By 2024, less than 30% of customers paid by those methods. Over 70% of RWU customers now pay "online". This includes all ACH, bank draft, website, and IVR (automated phone) payments.

Chairman Carmichael then recognized Brian Sartain to present the Engineering Reports. Brian went over the Development Plan Review, the types of reviews, and the Project Status list. There were 140 plan reviews in January. He went on to say that the large meter replacement project was currently out for bid, the 5th and Walnut project was moving along after some design changes by the City, and RWU was looking into natural gas generators for Lakewood, Biltmore, and Breckenridge sewer lift stations to insure operation during electrical outages. He also gave a brief presentation on the downtown alleyway waterline relocations currently taking place on the Poplar Street improvement project.

Chairman Carmichael then recognized Todd Beaver to present the RPCF reports. He went over the DMR Summary and the FOG Inspection Report. A single new polymer bid vendor qualified for bidding and we should have results for the next Commission meeting. He then went over a visit from the ADEQ in response to odor complaints. In a letter from the ADEQ, no non-compliance items were found. In response to a Commission request, Todd went over a very thorough history and discussion of the EPA

303 List and how that affects RWU. The RPCF treated 302.6 MG in January, therefore, the plant treated about 23.6 MG of I & I. The average daily flow for the month was 9.8MG. These flows included 1.15" of rain over 7 events. The historical average rainfall for January is 2.51".

Chairman Carmichael then recognized Jered Sigmon to present RESOLUTION 25-03 A RESOLUTION WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR PURCHASE OF PROPERTY INSURANCE; AND FOR OTHER PURPOSES. Mr. Sigmon explained that RWU has investigated soliciting bids for property insurance and has concluded that soliciting bids would be unlikely to result in competing bids. RWU is currently in a 3-year contract with Rogers Insurance Agency, Inc. and this would be to extend the contract into year two. Commissioner McClure made a motion to approve RESOLUTION 25-03 A RESOLUTION WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR PURCHASE OF PROPERTY INSURANCE; AND FOR OTHER PURPOSES seconded by Commissioner Greene. All in favor, RESOLUTION 25-03 A RESOLUTION WAIVING THE REQUIREMENTS OF COMPETITIVE BIDDING FOR PURCHASE OF PROPERTY INSURANCE; AND FOR OTHER PURPOSES passes.

Chairman Carmichael then recognized Dana Daniel to present RESOLUTION 25-04 A RESOLUTION AMENDING THE EMPLOYEE POLICY MANUAL FOR THE ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES. Mr. Daniel explained the updated minor changes to the policy updated. Hiring and background checks, Holidays, Vacations, and Sick Leave are addressed. Commissioner Greene made a motion to approve RESOLUTION 25-04 A RESOLUTION AMENDING THE EMPLOYEE POLICY MANUAL FOR THE ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES, Commissioner McClure seconded. All in favor, RESOLUTION 25-04 A RESOLUTION AMENDING THE EMPLOYEE POLICY MANUAL FOR THE ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES passes.

Chairman Carmichael then recognized Mr. Sigmon to present RESOLUTION 25-05 A RESOLUTION AMENDING THE POLICY ON DEPOSITS AND INVESTMENTS FOR THE ROGERS WATER UTILITIES, AND FOR OTHER PURPOSES. Mr. Sigmon explained that this Resolution comes with unanimous approval from the RWU Depository and Investment Committee. One of the current requirements dictates that RWU must keep a reserve for the current p&l amount in addition to the scheduled p&l requirements themselves. This amount has a marked effect on the revenue requirement in the ongoing rate study. Debt service ratios will remain well above 1.5 to insure RWU receives the most favorable bond issuance rates. Commissioner Sultemeier made a motion to approve RESOLUTION 25-05 A RESOLUTION AMENDING THE POLICY ON DEPOSITS AND INVESTMENTS FOR THE ROGERS WATER UTILITIES, AND FOR OTHER PURPOSES. Commissioner McClure seconded the motion. All in favor, RESOLUTION 25-05 A RESOLUTION AMENDING THE POLICY ON DEPOSITS AND INVESTMENTS FOR THE ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES passes.

Chairman Carmichael continued to recognize Mr. Sigmon to present the Designation of RWU Depositories. This list also comes to the Commission with a unanimous recommendation from the RWU Depository and Investment Committee. The list of approved depositories for RWU are: Arvest Bank, Bank OZK, BOK Financial, Cadence Bank, Centennial Bank, Chambers Bank, First National Bank of Fort Smith (First National Bank of Northwest Arkansas), First Western Bank, Regions Bank, and Simmons Bank. Commissioner McClure made a motion to approve the list of approved depositories, Commissioner Sultemeier seconded the motion. All in favor. The list of approved depositories passes.

Chairman Carmichael then recognized Johnny Lunsford to present RESOLUTION 25-06 A RESOLUTION AMENDING THE FISCAL YEAR 2025 BUDGET TO ADD AN ADDITIONAL FIELD EMPLOYEE IN THE SEWER

DEPARTMENT; AND FOR OTHER PURPOSES. Mr. Lunsford explained that he was asking for an additional employee to staff with no additional cost. Due to unfilled positions throughout the year, the only amendment change required is that of the number of employees in the sewer field department. Commissioner Greene made a motion to approve RESOLUTION 25-06 A RESOLUTION AMENDING THE FISCAL YEAR 2025 BUDGET TO ADD AN ADDITIONAL FIELD EMPLOYEE IN THE SEWER DEPARTMENT; AND FOR OTHER PURPOSES, Commissioner McClure seconded the motion. All in favor, RESOLUTION 25-06 A RESOLUTION AMENDING THE FISCAL YEAR 2025 BUDGET TO ADD AN ADDITIONAL FIELD EMPLOYEE IN THE SEWER DEPARTMENT; AND FOR OTHER PURPOSES passes.

The last item of business on the Agenda is for the Commission to designate a Water and Sewer Commission member to serve on the Rogers Water Utilities Depository and Investment Committee Meeting. After a brief discussion, Carmichael made a motion to approve Commissioner Greene to serve on the RWU Depository and Investment Committee. Commissioner Sultemeier seconded the motion. All in favor, Commissioner Greene appointed to serve another term on the Rogers Water Utilities Depository and Investment Committee.

With no other items of business, Chairman Carmichael then adjourned the meeting at 5:24 pm.

Respectfully Submitted,

Brent Dobler

Rwwsc2242025

March 17, 2025

To: The Rogers Water and Sewer Commission
From: Jered Sigmon, Controller
Re: February 2025 Financial Information

Billed Revenue and Consumption

Feb 2025	Billed Revenue Current Month	Billed Revenue YOY % Change	Res/Comm/Ind YOY % Change	Consumption Current Month	Consumption YOY % Change
Water	\$1,396,656	8%	4%	222,310,140	1%
Sewer	\$1,694,231	16%	7%	188,194,500	4%

Actuals vs Budget

	% FY Passed	Revenues	Expenses	Capital
Water	67%	73%	67%	32%
Sewer	67%	69%	65%	25%

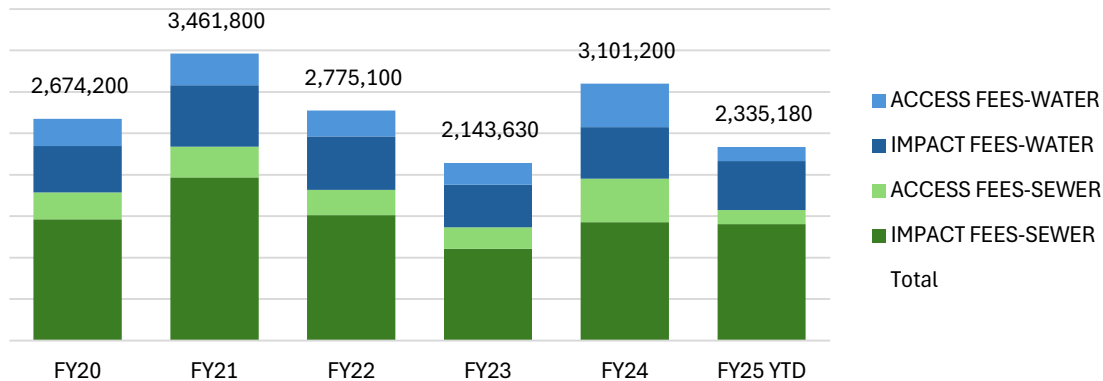
YTD Income (Loss)

Water YTD income is 6.8% higher than last year.

Sewer YTD income is 5.5% higher than last year, excluding ARPA grant revenues.

Access & Impact Fee Revenue

\$271,200 collected this month. YTD actuals are 75% of the FY24 total and 108% of the FY25 budget.



Cash Reserves

	Unrestricted	Restricted	Total	PY Total	Variance
Water	24,990,794	3,812,161	28,802,955	27,382,276	1,420,678
Sewer	22,432,537	3,551,017	25,983,554	23,523,499	2,460,055
	47,423,330	7,363,178	54,786,508	50,905,775	3,880,733

Other Financial Reporting Items

- 6% lost water (12-month rolling average)

Rogers Water Utilities

Monthly Income (Loss) comparisons

WATER	FY 2023		FY 2024		FY 2025		Cumulative Variance to PY	Cumulative % 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	\$	734,620.95	\$ (71,633.17)	-5.1%
September	\$	598,001.67	\$	707,007.73	\$	837,845.05	\$ 59,204.15	2.8%
October	\$	749,926.53	\$	574,412.76	\$	662,394.06	\$ 147,185.45	5.5%
November	\$	291,503.08	\$	493,375.01	\$	655,730.32	\$ 309,540.76	9.8%
December	\$	120,180.03	\$	481,020.61	\$	226,983.76	\$ 55,503.91	1.5%
January	\$	384,250.00	\$	216,189.34	\$	361,438.58	\$ 200,753.15	5.2%
February	\$	214,287.94	\$	294,388.85	\$	377,528.18	\$ 283,892.48	6.8%
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	\$	136,196.63				
YTD Income (Loss)	\$	5,084,908.55	\$	5,612,454.83	\$	4,449,902.59	\$ 283,892.48	6.8%
Income (Loss) Before APERS Pension Adjustment	\$	5,084,908.55	\$	5,612,454.83	\$	4,449,902.59		
APERS Pension Adjustment	\$	30,599.45	\$	(182,525.83)	\$	-		
Income per Audited Financial Stmts	\$	5,115,508.00	\$	5,429,929.00	\$	4,449,902.59		
Annual Budget	\$	3,415,000.00	\$	3,740,000.00	\$	4,800,682.00		

SEWER	FY 2023		FY 2024		FY 2025		Cumulative Variance to PY	Cumulative % 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	\$	618,410.95	\$ 67,298.06	5.8%
September	\$	573,458.83	\$	515,074.32	\$	732,269.73	\$ 284,493.47	17.0%
October	\$	599,571.85	\$	614,402.48	\$	678,462.66	\$ 348,553.65	15.3%
November	\$	348,374.55	\$	641,370.46	\$	600,053.89	\$ 307,237.08	10.5%
December	\$	336,457.27	\$	614,035.91	\$	473,327.22	\$ 166,528.39	4.7%
January	\$	440,512.11	\$	658,143.18	\$	648,857.34	\$ 157,242.55	3.7%
February	\$	(101,216.06)	\$	440,563.77	\$	537,689.73	\$ 254,368.51	5.5%
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	\$	(132,502.53)				
Plus one-time ARPA grant	\$	-	\$	2,472,738.00	\$	1,394,610.55		
YTD Income (Loss)	\$	5,031,342.33	\$	8,916,883.64	\$	6,286,305.55	\$ 254,368.51	5.5%
FY Income (Loss) Before APERS Pension Adjustment	\$	5,031,342.33	\$	8,916,883.64	\$	6,286,305.55		
APERS Pension Adjustment	\$	37,100.67	\$	(280,444.64)	\$	-		
Income per Audited Financial Stmts	\$	5,068,443.00	\$	8,636,439.00	\$	6,286,305.55		
Annual Budget	\$	4,620,000.00	\$	3,348,250.00	\$	7,980,056.00		



Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	1,543,891.55	15,022,274.88	(5,452,485.12)	73.37%
Expense	15,579,278.00	15,674,078.00	1,166,363.37	10,572,372.29	5,101,705.71	67.45%
Fund: 1 - WATER Surplus (Deficit):	4,895,482.00	4,800,682.00	377,528.18	4,449,902.59	(350,779.41)	92.69%
Fund: 2 - SEWER						
Revenue	23,293,160.00	23,293,160.00	2,204,498.35	16,172,692.06	(7,120,467.94)	69.43%
Expense	15,313,104.00	15,313,104.00	1,254,067.11	9,886,386.51	5,426,717.49	64.56%
Fund: 2 - SEWER Surplus (Deficit):	7,980,056.00	7,980,056.00	950,431.24	6,286,305.55	(1,693,750.45)	78.78%
Report Surplus (Deficit):	12,875,538.00	12,780,738.00	1,327,959.42	10,736,208.14	(2,044,529.86)	84.00%



Rogers Water Utilities, AR

Income Statement Account Summary

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 1 - WATER						
Revenue						
1-4440.00	RESIDENTIAL WATER	10,558,000.00	10,558,000.00	705,440.03	7,558,639.64	2,999,360.36
1-4450.00	COMMERCIAL WATER	5,364,000.00	5,364,000.00	359,008.72	3,748,913.90	1,615,086.10
1-4460.00	INDUSTRIAL WATER	1,717,000.00	1,717,000.00	134,340.53	1,259,262.03	457,737.97
1-4470.00	HYDRANTS	14,000.00	14,000.00	1,205.00	9,438.32	4,561.68
1-4470.01	FIRE LINES	130,000.00	130,000.00	11,680.00	92,300.00	37,700.00
1-4470.02	LABOR SALES	45,000.00	45,000.00	4,918.03	36,958.04	8,041.96
1-4470.03	AR DEPT OF HEALTH FEE	143,600.00	143,600.00	12,183.87	96,806.52	46,793.48
1-4470.04	LARGE TAP FEES	20,000.00	20,000.00	7,775.00	9,725.00	10,275.00
1-4470.05	MACHINE TIME SALES	23,000.00	23,000.00	4,250.00	18,605.95	4,394.05
1-4470.06	HYDRANT METER RENTALS	60,000.00	60,000.00	4,165.00	38,752.00	21,248.00
1-4470.07	MISC. WATER SALES	65,000.00	65,000.00	2,441.78	42,361.92	22,638.08
1-4471.00	SERVICE CHG. INCOME	236,000.00	236,000.00	17,480.00	152,285.00	83,715.00
1-4471.05	PENALTY	454,000.00	454,000.00	38,724.10	286,196.64	167,803.36
1-4472.00	INTEREST INCOME-INVESTMNTS	653,000.00	653,000.00	63,452.37	553,047.40	99,952.60
1-4472.01	INTEREST INCOME-BANK ACCTS	106,000.00	106,000.00	21,487.62	159,619.32	-53,619.32
1-4472.98	INTEREST INCOME-BOND FUNDS	23,000.00	23,000.00	1,491.43	26,544.71	-3,544.71
1-4474.00	SALE OF ASSETS	5,000.00	5,000.00	0.00	-14,413.78	19,413.78
1-4475.00	RENT INCOME	0.00	0.00	0.00	5,044.48	-5,044.48
1-4476.00	NEW CUSTOMER FEES	65,900.00	65,900.00	4,825.00	43,225.00	22,675.00
1-4476.10	ACCESS FEES	228,900.00	228,900.00	3,900.00	171,000.00	57,900.00
1-4476.20	IMPACT FEES	488,100.00	488,100.00	87,400.00	588,980.00	-100,880.00
1-4482.00	INLAND BILLING REVENUE	65,000.00	65,000.00	5,596.75	44,512.75	20,487.25
1-4485.00	MISCELLANEOUS INCOME	10,260.00	10,260.00	52,126.32	94,470.04	-84,210.04
Revenue Total:		20,474,760.00	20,474,760.00	1,543,891.55	15,022,274.88	5,452,485.12
Expense						
Department: 555 - GENERAL EXPENSES						
1-555-5252	TRAINING EXPENSE	0.00	0.00	0.00	625.00	-625.00
1-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	234.00	234.00	58.50	175.50	58.50
1-555-5302	JANITORIAL EXPENSE	21,220.00	21,220.00	1,576.15	15,107.55	6,112.45
1-555-5305	MISCELLANEOUS	3,160.00	3,160.00	1,036.64	5,910.05	-2,750.05
1-555-5330	BEAVER WATERSHED ALLIANCE	5,000.00	5,000.00	0.00	5,000.00	0.00
1-555-5350	UTILITIES	34,000.00	34,000.00	3,271.86	20,479.30	13,520.70
1-555-5400	ARKANSAS PUBLIC WATER FEE	143,600.00	143,600.00	12,123.60	96,595.60	47,004.40
1-555-5402	CUSTOMER PAYMENT FEES	201,700.00	201,700.00	16,932.22	141,230.02	60,469.98
1-555-5500	WATER PURCHASES	6,244,000.00	6,244,000.00	396,534.82	4,345,499.16	1,898,500.84
1-555-5580	EQUIP. MAINT. FEES	1,080.00	1,080.00	89.00	712.00	368.00
1-555-5581	SOFTWARE MAINTENANCE FEES	165,226.00	165,226.00	4,597.86	51,118.85	114,107.15
1-555-5602	INSURANCE-BLDGS & CONTENTS	20,300.00	20,300.00	1,694.46	13,555.68	6,744.32
1-555-5650	ACCOUNTING/AUDIT EXPENSE	17,500.00	17,500.00	0.00	19,450.00	-1,950.00
1-555-5651	ATTORNEY RETAINER FEES	35,000.00	35,000.00	2,231.94	12,791.94	22,208.06
1-555-5653	LEGAL CLAIMS-MISCELLANOUS	35,000.00	35,000.00	0.00	4,699.12	30,300.88
1-555-5654	EMPLOYEE PRACTICE CLAIMS	35,000.00	35,000.00	0.00	0.00	35,000.00
1-555-5700	TRUSTEE FEES	6,800.00	6,800.00	0.00	4,000.00	2,800.00
1-555-5701	2016 BOND INTEREST	371,410.00	371,410.00	30,495.32	249,429.20	121,980.80
1-555-5702	AMORTIZATION-2016 BONDS	-27,718.00	-27,718.00	-2,309.83	-16,168.81	-11,549.19
1-555-5703	2012 BOND INTEREST	159,475.00	159,475.00	12,618.75	109,000.00	50,475.00
1-555-5704	2012 BOND REFUNDING COSTS	48,429.00	48,429.00	0.00	24,214.32	24,214.68
1-555-5705	AMORTIZATION-2012 BONDS	-2,392.00	-2,392.00	0.00	-1,195.86	-1,196.14
1-555-5706	2016 BOND REFUNDING COSTS	7,263.00	7,263.00	605.26	4,236.82	3,026.18
1-555-5707	2016 BOND INSURANCE	833.00	833.00	69.40	485.80	347.20
1-555-5800	DEPRECIATION	3,315,000.00	3,315,000.00	270,643.00	2,136,981.01	1,178,018.99

Income Statement

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
1-555-5801	AMORT OF SOFTWARE HOSTING-AZTECA	30,000.00	30,000.00	0.00	0.00	30,000.00
1-555-5802	AMORT OF SOFTWARE HOSTING-TYLER	13,260.00	13,260.00	0.00	0.00	13,260.00
1-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	0.00	0.00	13,511.00	108,088.00	-108,088.00
1-555-5850	BAD DEBTS	35,000.00	35,000.00	0.00	84,924.16	-49,924.16
1-555-9100	INTEREST EXP ROU SUBSCRIPTION ASSET	0.00	0.00	1,049.00	8,392.00	-8,392.00
Department: 555 - GENERAL EXPENSES Total:		10,919,380.00	10,919,380.00	766,828.95	7,445,336.41	3,474,043.59
Department: 560 - ENGINEERING						
1-560-5100	SALARIES ENGINEERING	420,000.00	420,000.00	39,141.15	316,671.19	103,328.81
1-560-5102	CAPITALIZED COSTS	-170,000.00	-170,000.00	0.00	0.00	-170,000.00
1-560-5104	PERS-ENGINEERING	64,344.00	64,344.00	5,792.95	49,188.53	15,155.47
1-560-5105	HEALTH INSURANCE	58,800.00	58,800.00	10,339.84	40,810.75	17,989.25
1-560-5106	LIFE INSURANCE	2,200.00	2,200.00	189.51	1,343.47	856.53
1-560-5107	DISABILITY INSURANCE	1,200.00	1,200.00	106.42	738.33	461.67
1-560-5111	FICA	32,130.00	32,130.00	2,764.18	23,518.11	8,611.89
1-560-5251	TRAVEL EXPENSE	2,500.00	2,500.00	73.36	73.36	2,426.64
1-560-5252	TRAINING EXPENSE	3,000.00	3,000.00	890.00	1,090.00	1,910.00
1-560-5305	MISCELLANEOUS	800.00	800.00	51.60	1,863.66	-1,063.66
1-560-5306	SUPPLIES	3,500.00	3,500.00	645.26	2,146.03	1,353.97
1-560-5307	OUTSIDE SERVICES	7,000.00	7,000.00	533.18	7,842.65	-842.65
1-560-5308	ASSOCIATION DUES & EXPENSE	3,000.00	3,000.00	0.00	146.50	2,853.50
1-560-5551	VEHICLE EXPENSE	5,000.00	5,000.00	233.56	3,891.39	1,108.61
1-560-5581	SOFTWARE MAINTENANCE	12,500.00	12,500.00	649.28	7,776.18	4,723.82
1-560-5601	WORKMANS COMPENSATION	5,980.00	5,980.00	0.00	4,554.90	1,425.10
1-560-5602	INSURANCE-BLDGS & CONTENTS	400.00	400.00	34.67	277.36	122.64
1-560-5603	INSURANCE-VEHICLES	500.00	500.00	89.57	293.09	206.91
1-560-5800	DEPRECIATION	25,000.00	25,000.00	1,058.00	9,572.66	15,427.34
Department: 560 - ENGINEERING Total:		477,854.00	477,854.00	62,592.53	471,798.16	6,055.84
Department: 565 - FIELD						
1-565-5100	SALARIES FIELD	1,217,000.00	1,286,000.00	89,710.90	789,039.67	496,960.33
1-565-5102	CAPITALIZED COSTS	7,500.00	7,500.00	0.00	0.00	7,500.00
1-565-5104	PERS-FIELD	186,444.00	197,044.00	13,637.47	124,044.61	72,999.39
1-565-5105	HEALTH INSURANCE	176,400.00	185,400.00	28,418.50	102,291.21	83,108.79
1-565-5106	LIFE INSURANCE	5,300.00	5,560.00	460.23	3,299.01	2,260.99
1-565-5107	DISABILITY INSURANCE	2,900.00	3,040.00	258.44	1,809.20	1,230.80
1-565-5110	UNIFORMS	19,000.00	19,500.00	1,779.62	13,877.03	5,622.97
1-565-5111	FICA	93,101.00	98,401.00	6,555.83	60,205.93	38,195.07
1-565-5251	TRAVEL AND TRAINING	15,000.00	15,000.00	2,324.92	10,473.20	4,526.80
1-565-5304	SAFETY EQUIPMENT	20,000.00	20,000.00	256.38	13,389.52	6,610.48
1-565-5305	MISCELLANEOUS	3,000.00	3,000.00	125.32	916.74	2,083.26
1-565-5306	OFFICE SUPPLIES	7,000.00	7,000.00	248.64	1,706.93	5,293.07
1-565-5307	OUTSIDE SERVICES	12,000.00	12,000.00	654.32	6,919.55	5,080.45
1-565-5308	DUES, SUBSCR, LICENSE	3,000.00	3,000.00	0.00	366.63	2,633.37
1-565-5315	CUSTOMER DAMAGE PAYMENTS	5,000.00	5,000.00	0.00	535.00	4,465.00
1-565-5350	UTILITIES	100,000.00	100,000.00	8,167.37	65,868.75	34,131.25
1-565-5551	VEHICLE MAINT.	51,300.00	51,300.00	1,255.96	37,918.84	13,381.16
1-565-5552	FIELD REPAIR AND MAINT.	450,000.00	450,000.00	19,200.43	302,561.88	147,438.12
1-565-5553	BACKHOE	3,000.00	3,000.00	0.00	0.00	3,000.00
1-565-5555	SCADA HAND TOOLS	5,000.00	5,000.00	176.41	2,939.02	2,060.98
1-565-5557	EQUIPMENT MAINT.	40,000.00	40,000.00	2,536.88	9,917.61	30,082.39
1-565-5558	SUPPLIES, HAND TOOLS	38,000.00	38,000.00	2,344.50	19,389.78	18,610.22
1-565-5559	GAS AND OIL	55,000.00	55,000.00	4,806.83	29,140.51	25,859.49
1-565-5560	GENERATOR MAINTENANCE	9,000.00	9,000.00	0.00	27.26	8,972.74
1-565-5561	BUILDING MAINT.	15,000.00	15,000.00	377.70	18,605.88	-3,605.88
1-565-5563	WATER TOWER MAINT	20,000.00	20,000.00	0.00	11,677.40	8,322.60
1-565-5581	SOFTWARE MAINTENANCE	10,014.00	10,014.00	56.25	3,982.72	6,031.28
1-565-5601	WORKMANS COMPENSATION	19,360.00	19,360.00	0.00	13,993.51	5,366.49
1-565-5602	INSURANCE-BLDGS & CONTENTS	12,200.00	12,200.00	1,012.65	8,101.20	4,098.80
1-565-5603	INSURANCE-VEHICLES	6,700.00	6,700.00	1,189.96	4,181.79	2,518.21

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
1-565-5800	DEPRECIATION	112,000.00	112,000.00	16,000.00	121,166.66	-9,166.66
	Department: 565 - FIELD Total:	2,719,219.00	2,814,019.00	201,555.51	1,778,347.04	1,035,671.96
	Department: 570 - OFFICE					
1-570-5100	SALARIES OFFICE	917,000.00	917,000.00	76,805.90	570,263.26	346,736.74
1-570-5104	PERS-OFFICE	140,484.00	140,484.00	11,649.77	87,614.89	52,869.11
1-570-5105	HEALTH INSURANCE	78,400.00	78,400.00	13,754.34	42,180.99	36,219.01
1-570-5106	LIFE INSURANCE	2,500.00	2,500.00	216.58	1,543.43	956.57
1-570-5107	DISABILITY INSURANCE	1,400.00	1,400.00	121.62	846.65	553.35
1-570-5110	UNIFORMS	400.00	400.00	0.00	0.00	400.00
1-570-5111	FICA	70,151.00	70,151.00	5,556.61	42,415.31	27,735.69
1-570-5251	TRAVEL EXPENSE	500.00	500.00	0.00	0.00	500.00
1-570-5252	TRAINING EXPENSE	3,700.00	3,700.00	0.00	0.00	3,700.00
1-570-5305	MISCELLANEOUS	3,000.00	3,000.00	292.93	1,764.09	1,235.91
1-570-5306	OFFICE SUPPLIES	16,000.00	16,000.00	170.70	5,577.85	10,422.15
1-570-5307	OUTSIDE SERVICES	57,270.00	57,270.00	150.42	9,373.78	47,896.22
1-570-5308	ASSOC. DUES & EXPENSES	2,000.00	2,000.00	30.00	270.44	1,729.56
1-570-5309	POSTAGE/MAILING	146,900.00	146,900.00	25,081.04	98,898.03	48,001.97
1-570-5310	OFFICE MACHINE REPAIR	1,000.00	1,000.00	0.00	835.39	164.61
1-570-5311	PUBLIC RELATIONS	4,200.00	4,200.00	0.00	3,455.86	744.14
1-570-5312	ARKANSAS ONE CALL	9,000.00	9,000.00	701.02	6,773.41	2,226.59
1-570-5313	CASH LONG/SHORT	0.00	0.00	25.64	-172.65	172.65
1-570-5320	COMPUTER EXPENSE	8,500.00	8,500.00	829.81	4,923.93	3,576.07
1-570-5601	WORKMANS COMPENSATION	420.00	420.00	0.00	326.02	93.98
	Department: 570 - OFFICE Total:	1,462,825.00	1,462,825.00	135,386.38	876,890.68	585,934.32
	Expense Total:	15,579,278.00	15,674,078.00	1,166,363.37	10,572,372.29	5,101,705.71
	Fund: 1 - WATER Surplus (Deficit):	4,895,482.00	4,800,682.00	377,528.18	4,449,902.59	
	Fund: 2 - SEWER					
	Revenue					
2-4440.00	RESIDENTIAL SEWER	11,403,000.00	11,403,000.00	930,822.06	7,573,038.36	3,829,961.64
2-4450.00	COMMERCIAL SEWER	3,927,000.00	3,927,000.00	329,994.12	2,601,791.07	1,325,208.93
2-4460.00	INDUSTRIAL SEWER	2,520,000.00	2,520,000.00	199,171.10	1,845,415.33	674,584.67
2-4470.02	LABOR SALES	13,000.00	13,000.00	874.42	4,661.99	8,338.01
2-4470.03	MACHINE TIME SALES	13,000.00	13,000.00	1,189.01	7,256.51	5,743.49
2-4471.05	PENALTY	197,000.00	197,000.00	17,965.42	120,061.30	76,938.70
2-4472.00	INTEREST INCOME-INVESTMNTS	909,000.00	909,000.00	74,406.09	638,572.92	270,427.08
2-4472.01	INTEREST INCOME-BANK ACCTS	40,000.00	40,000.00	13,129.37	91,448.37	-51,448.37
2-4472.98	INTEREST INCOME-BOND FUNDS	26,000.00	26,000.00	1,203.78	24,325.17	1,674.83
2-4474.00	SALE OF ASSETS	8,000.00	8,000.00	14,000.00	17,322.92	-9,322.92
2-4475.00	RENT INCOME	7,200.00	7,200.00	600.00	4,800.00	2,400.00
2-4476.00	NEW CUSTOMER FEES	73,300.00	73,300.00	5,310.00	48,205.00	25,095.00
2-4476.10	ACCESS FEES	265,200.00	265,200.00	3,900.00	169,800.00	95,400.00
2-4476.20	IMPACT FEES	1,179,200.00	1,179,200.00	176,000.00	1,405,400.00	-226,200.00
2-4482.00	INLAND BILLING REVENUE	65,000.00	65,000.00	5,596.75	44,512.50	20,487.50
2-4485.00	MISCELLANEOUS INCOME	2,647,260.00	2,647,260.00	430,336.23	1,576,080.62	1,071,179.38
	Revenue Total:	23,293,160.00	23,293,160.00	2,204,498.35	16,172,692.06	7,120,467.94
	Expense					
	Department: 555 - GENERAL EXPENSES					
2-555-5252	TRAINING EXPENSE	0.00	0.00	0.00	625.00	-625.00
2-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	234.00	234.00	58.50	175.50	58.50
2-555-5302	JANITORIAL EXPENSE	21,220.00	21,220.00	1,576.15	15,107.56	6,112.44
2-555-5305	MISCELLANEOUS	4,000.00	4,000.00	1,358.94	6,679.77	-2,679.77
2-555-5350	UTILITIES	34,000.00	34,000.00	3,052.38	19,640.83	14,359.17
2-555-5401	CITY FRANCHISE FEES	636,740.00	636,740.00	52,716.55	428,075.95	208,664.05
2-555-5402	CUSTOMER PAYMENT FEES	201,700.00	201,700.00	16,932.21	141,229.91	60,470.09
2-555-5580	EQUIP. MAINT. FEES	1,080.00	1,080.00	89.00	712.00	368.00
2-555-5581	SOFTWARE MAINTENANCE FEES	163,151.00	163,151.00	11,858.36	104,334.88	58,816.12
2-555-5602	INSURANCE-BLDGS & CONTENTS	1,700.00	1,700.00	138.68	1,109.44	590.56
2-555-5650	ACCOUNTING/AUDIT EXPENSE	17,500.00	17,500.00	0.00	19,450.00	-1,950.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
2-555-5651	ATTORNEY RETAINER FEES	40,000.00	40,000.00	3,030.00	20,904.42	19,095.58
2-555-5653	LEGAL CLAIMS-MISCELLANOUS	35,000.00	35,000.00	0.00	4,699.13	30,300.87
2-555-5654	EMPLOYEE PRACTICE CLAIMS	35,000.00	35,000.00	0.00	0.00	35,000.00
2-555-5700	TRUSTEE FEES	4,000.00	4,000.00	0.00	4,000.00	0.00
2-555-5800	DEPRECIATION	3,076,000.00	3,076,000.00	234,853.00	1,830,887.66	1,245,112.34
2-555-5801	AMORT OF SOFTWARE HOSTING-AZTECA	30,000.00	30,000.00	0.00	0.00	30,000.00
2-555-5802	AMORT OF SOFTWARE HOSTING-TYLER	13,260.00	13,260.00	0.00	0.00	13,260.00
2-555-5850	BAD DEBTS	36,000.00	36,000.00	0.00	85,000.00	-49,000.00
Department: 555 - GENERAL EXPENSES Total:		4,350,585.00	4,350,585.00	325,663.77	2,682,632.05	1,667,952.95
Department: 560 - ENGINEERING						
2-560-5100	SALARIES ENGINEERING	564,000.00	564,000.00	39,523.52	301,561.75	262,438.25
2-560-5102	CAPITALIZED COSTS	-170,000.00	-170,000.00	0.00	0.00	-170,000.00
2-560-5104	PERS-ENGINEERING	86,405.00	86,405.00	5,830.20	47,003.78	39,401.22
2-560-5105	HEALTH INSURANCE	29,400.00	29,400.00	6,893.23	21,042.60	8,357.40
2-560-5106	LIFE INSURANCE	900.00	900.00	75.74	565.78	334.22
2-560-5107	DISABILITY INSURANCE	500.00	500.00	41.87	310.12	189.88
2-560-5111	FICA	43,146.00	43,146.00	2,823.33	22,662.92	20,483.08
2-560-5251	TRAVEL EXPENSE	2,500.00	2,500.00	73.36	73.36	2,426.64
2-560-5252	TRAINING EXPENSE	3,000.00	3,000.00	0.00	150.00	2,850.00
2-560-5305	MISCELLANEOUS	750.00	750.00	51.60	1,338.10	-588.10
2-560-5306	SUPPLIES	3,500.00	3,500.00	621.20	1,713.77	1,786.23
2-560-5307	OUTSIDE SERVICES	5,000.00	5,000.00	273.48	3,056.09	1,943.91
2-560-5308	ASSOCIATION DUES & EXPENSE	1,000.00	1,000.00	0.00	40.00	960.00
2-560-5551	VEHICLE EXPENSE	3,000.00	3,000.00	522.33	2,916.50	83.50
2-560-5581	SOFTWARE MAINTENANCE	6,880.00	6,880.00	649.27	7,776.18	-896.18
2-560-5601	WORKMANS COMPENSATION	2,770.00	2,770.00	0.00	2,244.95	525.05
2-560-5602	INSURANCE-BLDGS & CONTENTS	400.00	400.00	34.67	277.36	122.64
2-560-5603	INSURANCE-VEHICLES	500.00	500.00	68.74	287.62	212.38
2-560-5800	DEPRECIATION	26,000.00	26,000.00	657.00	6,765.66	19,234.34
Department: 560 - ENGINEERING Total:		609,651.00	609,651.00	58,139.54	419,786.54	189,864.46
Department: 565 - FIELD						
2-565-5100	SALARIES FIELD	1,157,000.00	1,157,000.00	97,813.79	798,962.83	358,037.17
2-565-5102	CAPITALIZED COSTS	-7,500.00	-7,500.00	0.00	0.00	-7,500.00
2-565-5104	PERS-FIELD	177,252.00	177,252.00	14,827.87	124,359.65	52,892.35
2-565-5105	HEALTH INSURANCE	186,200.00	186,200.00	34,466.13	123,370.09	62,829.91
2-565-5106	LIFE INSURANCE	5,800.00	5,800.00	504.91	3,771.89	2,028.11
2-565-5107	DISABILITY INSURANCE	3,200.00	3,200.00	279.16	2,067.58	1,132.42
2-565-5110	UNIFORMS	20,000.00	20,000.00	2,100.46	12,880.10	7,119.90
2-565-5111	FICA	88,511.00	88,511.00	6,953.76	58,572.09	29,938.91
2-565-5251	TRAVEL AND TRAINING	18,000.00	18,000.00	1,535.00	4,666.23	13,333.77
2-565-5304	SAFETY EQUIPMENT	12,000.00	12,000.00	369.44	15,062.92	-3,062.92
2-565-5305	MISCELLANEOUS	4,000.00	4,000.00	119.71	2,700.66	1,299.34
2-565-5306	OFFICE SUPPLIES	7,000.00	7,000.00	181.92	1,650.40	5,349.60
2-565-5307	OUTSIDE SERVICES	17,000.00	17,000.00	149.43	5,054.35	11,945.65
2-565-5308	DUES, SUBSCR, LICENSE	3,000.00	3,000.00	0.00	115.82	2,884.18
2-565-5315	CUSTOMER DAMAGE PAYMENTS	25,000.00	25,000.00	11,779.04	84,091.97	-59,091.97
2-565-5350	UTILITIES	85,000.00	85,000.00	6,077.28	102,512.45	-17,512.45
2-565-5351	UTIL-GRIND STA-SW ATALANTA	6,000.00	6,000.00	547.83	4,765.70	1,234.30
2-565-5551	VEHICLE MAINT.	41,300.00	41,300.00	7,439.87	32,627.70	8,672.30
2-565-5552	FIELD REPAIR AND MAINT.	175,000.00	175,000.00	5,364.54	32,983.92	142,016.08
2-565-5553	BACKHOE	5,000.00	5,000.00	0.00	0.00	5,000.00
2-565-5554	CAMERA	15,000.00	15,000.00	1,070.70	11,857.54	3,142.46
2-565-5555	SCADA HAND TOOLS	2,500.00	2,500.00	570.21	3,437.14	-937.14
2-565-5556	FLUSHTRUCKS	35,000.00	35,000.00	9,394.89	18,018.85	16,981.15
2-565-5557	EQUIPMENT MAINT.	14,000.00	14,000.00	465.53	4,812.46	9,187.54
2-565-5558	SUPPLIES, HAND TOOLS	15,000.00	15,000.00	1,763.20	7,621.53	7,378.47
2-565-5559	GAS AND OIL	70,000.00	70,000.00	3,382.99	32,402.85	37,597.15
2-565-5560	GENERATOR MAINTENANCE	17,000.00	17,000.00	0.00	1,545.72	15,454.28
2-565-5561	BUILDING MAINT.	15,000.00	15,000.00	294.52	8,017.34	6,982.66

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
2-565-5563	LIFT STATION MAINT	25,000.00	25,000.00	908.17	18,084.14	6,915.86
2-565-5581	SOFTWARE MAINTENANCE	12,511.00	12,511.00	56.25	6,482.76	6,028.24
2-565-5601	WORKMANS COMPENSATION	19,620.00	19,620.00	0.00	15,333.47	4,286.53
2-565-5602	INSURANCE-BLDGS & CONTENTS	6,600.00	6,600.00	551.98	4,415.84	2,184.16
2-565-5603	INSURANCE-VEHICLES	12,400.00	12,400.00	2,039.09	10,678.82	1,721.18
2-565-5800	DEPRECIATION	219,000.00	219,000.00	22,522.00	175,154.00	43,846.00
2-565-5804	AMORT OF SOFTWARE PERPETUAL LICENSE	20,076.00	20,076.00	1,673.00	18,403.00	1,673.00
Department: 565 - FIELD Total:		2,527,470.00	2,527,470.00	235,202.67	1,746,481.81	780,988.19
Department: 570 - OFFICE						
2-570-5100	SALARIES OFFICE	755,000.00	755,000.00	59,113.32	506,804.30	248,195.70
2-570-5104	PERS-OFFICE	115,666.00	115,666.00	8,974.29	78,942.87	36,723.13
2-570-5105	HEALTH INSURANCE	98,000.00	98,000.00	15,509.76	57,957.87	40,042.13
2-570-5106	LIFE INSURANCE	2,700.00	2,700.00	227.21	1,697.35	1,002.65
2-570-5107	DISABILITY INSURANCE	1,500.00	1,500.00	125.62	930.39	569.61
2-570-5110	UNIFORMS	400.00	400.00	0.00	0.00	400.00
2-570-5111	FICA	57,758.00	57,758.00	4,338.15	38,480.52	19,277.48
2-570-5251	TRAVEL EXPENSE	500.00	500.00	0.00	0.00	500.00
2-570-5252	TRAINING EXPENSE	3,700.00	3,700.00	0.00	0.00	3,700.00
2-570-5305	MISCELLANEOUS	3,000.00	3,000.00	292.93	1,731.23	1,268.77
2-570-5306	OFFICE SUPPLIES	16,000.00	16,000.00	170.73	4,569.46	11,430.54
2-570-5307	OUTSIDE SERVICES	57,270.00	57,270.00	150.43	8,778.83	48,491.17
2-570-5308	ASSOC. DUES & EXPENSES	2,000.00	2,000.00	30.00	270.44	1,729.56
2-570-5309	POSTAGE/MAILING	146,900.00	146,900.00	25,081.04	98,924.57	47,975.43
2-570-5310	OFFICE MACHINE REPAIR	1,000.00	1,000.00	0.00	835.40	164.60
2-570-5311	PUBLIC RELATIONS	4,200.00	4,200.00	0.00	1,567.03	2,632.97
2-570-5312	ARKANSAS ONE CALL	9,000.00	9,000.00	701.03	6,773.44	2,226.56
2-570-5320	COMPUTER EXPENSE	8,500.00	8,500.00	829.83	4,911.49	3,588.51
2-570-5601	WORKMANS COMPENSATION	440.00	440.00	0.00	339.33	100.67
Department: 570 - OFFICE Total:		1,283,534.00	1,283,534.00	115,544.34	813,514.52	470,019.48
Department: 591 - PCF ADMIN						
2-591-5100	SALARIES PCF	1,207,000.00	1,207,000.00	99,563.04	798,540.90	408,459.10
2-591-5102	CAPITALIZED COSTS	-10,000.00	-10,000.00	0.00	0.00	-10,000.00
2-591-5104	PERS-RPCF	184,912.00	184,912.00	14,877.86	124,479.44	60,432.56
2-591-5105	HEALTH INSURANCE	166,600.00	166,600.00	29,296.20	108,583.19	58,016.81
2-591-5106	LIFE & DISABILITY INSURANCE	7,900.00	7,900.00	666.46	4,963.54	2,936.46
2-591-5110	UNIFORMS	8,000.00	8,000.00	1,489.96	7,422.27	577.73
2-591-5111	FICA	92,336.00	92,336.00	6,974.63	58,855.56	33,480.44
2-591-5251	TRAVEL AND TRAINING	15,000.00	15,000.00	0.00	0.00	15,000.00
2-591-5304	PERSONNEL SAFETY EQUIP.	10,000.00	10,000.00	187.59	3,300.46	6,699.54
2-591-5305	MISCELLANEOUS	500.00	500.00	55.77	792.41	-292.41
2-591-5306	OFFICE SUPPLIES & POSTAGE	5,000.00	5,000.00	217.50	2,106.69	2,893.31
2-591-5307	OUTSIDE SERVICES	12,000.00	12,000.00	0.00	505.20	11,494.80
2-591-5308	PUBLICATIONS AND DUES	15,000.00	15,000.00	249.63	12,410.67	2,589.33
2-591-5310	OFFICE MACHINE MAINT.	500.00	500.00	0.00	218.99	281.01
2-591-5311	PUBLIC RELATIONS	1,000.00	1,000.00	0.00	430.00	570.00
2-591-5350	TELEPHONE EXPENSE	16,000.00	16,000.00	1,866.22	12,499.41	3,500.59
2-591-5583	COMPUTER EXPENSE	19,000.00	19,000.00	154.46	6,460.68	12,539.32
2-591-5601	WORKMANS COMPENSATION	11,410.00	11,410.00	0.00	8,753.35	2,656.65
2-591-5602	INSURANCE-BLDGS & CONTENTS	58,100.00	58,100.00	4,841.31	38,730.48	19,369.52
2-591-5603	INSURANCE-VEHICLES	2,100.00	2,100.00	183.28	1,184.92	915.08
2-591-5800	DEPRECIATION-WWTP	2,627,000.00	2,627,000.00	232,146.00	1,830,855.33	796,144.67
2-591-9112	2016 BOND INTEREST	195,667.00	195,667.00	14,900.00	136,066.66	59,600.34
2-591-9113	AMORTIZATION 2016 BONDS	-110,595.00	-110,595.00	-9,216.24	-73,729.92	-36,865.08
2-591-9114	2016 BOND REFUNDING COSTS	-38,614.00	-38,614.00	-3,217.86	-25,742.88	-12,871.12
2-591-9115	BOND INSURANCE	1,578.00	1,578.00	263.04	1,972.80	-394.80
2-591-9116	2024 BOND INTEREST	17,270.00	17,270.00	3,838.58	23,555.45	-6,285.45
Department: 591 - PCF ADMIN Total:		4,514,664.00	4,514,664.00	399,337.43	3,083,215.60	1,431,448.40

Income Statement

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Department: 592 - PCF ENVIRONMENTAL						
2-592-5251	TRAVEL & TRAINING	4,250.00	4,250.00	0.00	893.15	3,356.85
2-592-5306	LABORATORY SUPPLIES	8,000.00	8,000.00	0.00	1,635.97	6,364.03
2-592-5307	OUTSIDE SERVICES	12,000.00	12,000.00	561.99	6,225.91	5,774.09
2-592-5314	PLANT RESEARCH	25,000.00	25,000.00	0.00	1,447.21	23,552.79
2-592-5557	EQUIPMENT MAINT.	1,200.00	1,200.00	0.00	603.13	596.87
2-592-5558	MINOR EQUIPMENT	3,000.00	3,000.00	0.00	210.02	2,789.98
2-592-5970	CHEMICALS	15,000.00	15,000.00	879.65	5,022.85	9,977.15
Department: 592 - PCF ENVIRONMENTAL Total:		68,450.00	68,450.00	1,441.64	16,038.24	52,411.76
Department: 593 - PCF OPS						
2-593-5251	TRAVEL & TRAINING	2,000.00	2,000.00	0.00	337.80	1,662.20
2-593-5305	MISCELLANEOUS	0.00	0.00	0.00	97.41	-97.41
2-593-5306	LABORATORY SUPPLIES	1,200.00	1,200.00	0.00	929.41	270.59
2-593-5307	OUTSIDE SERVICES	19,000.00	19,000.00	-366.00	19,671.73	-671.73
2-593-5350	UTILITIES	650,000.00	650,000.00	50,972.07	431,669.39	218,330.61
2-593-5557	EQUIPMENT MAINT.	5,000.00	5,000.00	0.00	0.00	5,000.00
2-593-5558	MINOR EQUIPMENT	12,000.00	12,000.00	0.00	204.89	11,795.11
2-593-5970	CHEMICALS	145,000.00	145,000.00	13,621.52	76,127.33	68,872.67
Department: 593 - PCF OPS Total:		834,200.00	834,200.00	64,227.59	529,037.96	305,162.04
Department: 594 - PCF MAINTENANCE						
2-594-5251	TRAVEL & TRAINING	3,250.00	3,250.00	42.80	167.80	3,082.20
2-594-5305	MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00
2-594-5306	CLEANING SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00
2-594-5307	OUTSIDE SERVICES	60,000.00	60,000.00	1,160.17	62,617.55	-2,617.55
2-594-5551	VEHICLE EXPENSE	5,000.00	5,000.00	83.20	113.85	4,886.15
2-594-5557	EQUIPMENT MAINT.	400,000.00	400,000.00	29,550.96	275,495.82	124,504.18
2-594-5559	SUPPORT EQUIPMENT	0.00	0.00	0.00	1,229.79	-1,229.79
2-594-5560	EQUIPMENT RENTAL	4,000.00	4,000.00	140.41	2,883.88	1,116.12
2-594-5561	BLDGS. & GROUNDS MAINT.	25,000.00	25,000.00	952.72	10,348.28	14,651.72
2-594-5562	MAINTENANCE SUPPLIES	8,000.00	8,000.00	774.01	6,297.86	1,702.14
Department: 594 - PCF MAINTENANCE Total:		507,750.00	507,750.00	32,704.27	359,154.83	148,595.17
Department: 595 - PCF SMS DISPOSAL EXPENSE						
2-595-5251	TRAVEL & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00
2-595-5306	SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00
2-595-5307	OUTSIDE SERVICES	13,500.00	13,500.00	0.00	1,775.00	11,725.00
2-595-5980	SLUDGE DISPOSAL COSTS	635,000.00	635,000.00	25,472.99	261,241.12	373,758.88
2-595-5981	SLUDGE DISPOSAL REVENUE	-34,200.00	-34,200.00	-3,667.13	-26,491.16	-7,708.84
Department: 595 - PCF SMS DISPOSAL EXPENSE Total:		616,800.00	616,800.00	21,805.86	236,524.96	380,275.04
Expense Total:		15,313,104.00	15,313,104.00	1,254,067.11	9,886,386.51	5,426,717.49
Fund: 2 - SEWER Surplus (Deficit):		7,980,056.00	7,980,056.00	950,431.24	6,286,305.55	
Total Surplus (Deficit):		12,875,538.00	12,780,738.00	1,327,959.42	10,736,208.14	

Income Statement

For Fiscal: 2024-2025 Period Ending: 02/28/2025

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 1 - WATER					
Revenue					
	20,474,760.00	20,474,760.00	1,543,891.55	15,022,274.88	5,452,485.12
Revenue Total:	20,474,760.00	20,474,760.00	1,543,891.55	15,022,274.88	5,452,485.12
Expense					
555 - GENERAL EXPENSES	10,919,380.00	10,919,380.00	766,828.95	7,445,336.41	3,474,043.59
560 - ENGINEERING	477,854.00	477,854.00	62,592.53	471,798.16	6,055.84
565 - FIELD	2,719,219.00	2,814,019.00	201,555.51	1,778,347.04	1,035,671.96
570 - OFFICE	1,462,825.00	1,462,825.00	135,386.38	876,890.68	585,934.32
Expense Total:	15,579,278.00	15,674,078.00	1,166,363.37	10,572,372.29	5,101,705.71
Fund: 1 - WATER Surplus (Deficit):	4,895,482.00	4,800,682.00	377,528.18	4,449,902.59	350,779.41
Fund: 2 - SEWER					
Revenue					
	23,293,160.00	23,293,160.00	2,204,498.35	16,172,692.06	7,120,467.94
Revenue Total:	23,293,160.00	23,293,160.00	2,204,498.35	16,172,692.06	7,120,467.94
Expense					
555 - GENERAL EXPENSES	4,350,585.00	4,350,585.00	325,663.77	2,682,632.05	1,667,952.95
560 - ENGINEERING	609,651.00	609,651.00	58,139.54	419,786.54	189,864.46
565 - FIELD	2,527,470.00	2,527,470.00	235,202.67	1,746,481.81	780,988.19
570 - OFFICE	1,283,534.00	1,283,534.00	115,544.34	813,514.52	470,019.48
591 - PCF ADMIN	4,514,664.00	4,514,664.00	399,337.43	3,083,215.60	1,431,448.40
592 - PCF ENVIRONMENTAL	68,450.00	68,450.00	1,441.64	16,038.24	52,411.76
593 - PCF OPS	834,200.00	834,200.00	64,227.59	529,037.96	305,162.04
594 - PCF MAINTENANCE	507,750.00	507,750.00	32,704.27	359,154.83	148,595.17
595 - PCF SMS DISPOSAL EXPENSE	616,800.00	616,800.00	21,805.86	236,524.96	380,275.04
Expense Total:	15,313,104.00	15,313,104.00	1,254,067.11	9,886,386.51	5,426,717.49
Fund: 2 - SEWER Surplus (Deficit):	7,980,056.00	7,980,056.00	950,431.24	6,286,305.55	1,693,750.45
Total Surplus (Deficit):	12,875,538.00	12,780,738.00	1,327,959.42	10,736,208.14	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
1 - WATER	4,895,482.00	4,800,682.00	377,528.18	4,449,902.59	350,779.41
2 - SEWER	7,980,056.00	7,980,056.00	950,431.24	6,286,305.55	1,693,750.45
Total Surplus (Deficit):	12,875,538.00	12,780,738.00	1,327,959.42	10,736,208.14	



Balance Sheet

Account Summary

As Of 02/28/2025

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-AP PAYROLL	63,350.15	190,686.99	-127,336.84
1-0100.11	CHECKING-FNBANK OF ROGERS	771,842.03	1,069,416.59	-297,574.56
1-0111.05	SAVINGS-UTILITY MONEY FUND	7,752,544.65	1,401,918.69	6,350,625.96
1-0111.09	SAVINGS-O & M MONEY FUND	1,171,523.58	1,329,338.49	-157,814.91
Total GLCategory 010 - CASH-DEMAND DEPOSITS:		9,760,885.41	3,993,085.76	5,767,799.65
GLCategory: 020 - INVESTMENTS				
1-0215.00	INVESTMENT-O&M	2,512,121.45	1,067,798.66	1,444,322.79
1-0215.01	INVESTMENT-O&M	2,004,777.07	782,646.57	1,222,130.50
1-0215.02	INVESTMENT-O&M	2,376,607.26	1,110,545.72	1,266,061.54
1-0215.03	INVESTMENT-METER DEPOSITS	1,366,930.37	565,246.77	801,683.60
1-0215.05	INVESTMENT-METER DEPOSITS	0.00	557,236.46	-557,236.46
1-0215.07	INVESTMENT-O&M	2,520,204.96	559,564.79	1,960,640.17
1-0215.08	INVESTMENT-DEPRECIATION	0.00	558,862.96	-558,862.96
1-0215.10	INVESTMENT-O&M	1,000,000.00	1,075,079.07	-75,079.07
1-0215.11	INVESTMENT-DEPRECIATION	0.00	559,666.37	-559,666.37
1-0215.12	INVESTMENT-O&M	2,000,000.00	0.00	2,000,000.00
1-0215.15	INVESTMENT-O&M	2,285,786.07	563,284.53	1,722,501.54
1-0215.16	INVESTMENT-DEPRECIATION	0.00	884,177.18	-884,177.18
1-0215.17	INVESTMENT-O&M	0.00	1,100,000.00	-1,100,000.00
1-0215.19	INVESTMENT-O&M	0.00	1,146,194.21	-1,146,194.21
1-0215.21	INVESTMENT-O&M	0.00	1,091,191.10	-1,091,191.10
1-0215.22	INVESTMENT-O&M	0.00	1,090,761.54	-1,090,761.54
1-0215.23	INVESTMENT-DEPRECIATION	0.00	537,301.58	-537,301.58
1-0215.24	INVESTMENT-O&M	0.00	1,144,169.57	-1,144,169.57
1-0215.25	INVESTMENT-O&M	0.00	546,376.39	-546,376.39
1-0215.26	INVESTMENT-O&M	0.00	712,762.87	-712,762.87
1-0215.27	INVESTMENT-O&M	530,411.47	520,116.87	10,294.60
Total GLCategory 020 - INVESTMENTS:		16,596,838.65	16,172,983.21	423,855.44
GLCategory: 030 - ACCOUNTS RECEIVABLE				
1-0300.00	ACCTS REC-CUSTOMERS	2,090,198.58	1,893,924.62	196,273.96
1-0300.01	UNAPPLIED CREDITS	-168,632.66	-103,031.12	-65,601.54
1-0300.02	UNAPPLIED CREDITS ARO	-38,569.13	0.00	-38,569.13
1-0300.05	ACCTS REC-OTHER	127,541.87	33,604.08	93,937.79
1-0300.06	ACCOUNTS RECEIVABLE-NONBILLED	3,110.58	4,546.41	-1,435.83
1-0300.15	ACCTS REC-UNBILLED REVENUE	818,000.00	795,000.00	23,000.00
1-0300.20	ALLOWANCE FOR BAD DEBTS	-285,105.67	-167,309.96	-117,795.71
Total GLCategory 030 - ACCOUNTS RECEIVABLE:		2,546,543.57	2,456,734.03	89,809.54
GLCategory: 035 - DUE FROM OTHER FUNDS				
1-0350.02	DUE FROM SEWER	7,833,705.50	36,142,491.65	-28,308,786.15
Total GLCategory 035 - DUE FROM OTHER FUNDS:		7,833,705.50	36,142,491.65	-28,308,786.15
GLCategory: 040 - OTHER CURRENT ASSETS				
1-0400.00	ACCRUED INTEREST	113,000.00	137,000.00	-24,000.00
1-0400.01	PREPAID PROFESSIONAL FEES	0.00	7,790.90	-7,790.90
1-0400.05	PREPAID-WORKMANS COMP	21,879.49	22,259.86	-380.37
1-0400.10	PREPAID-INSURANCE	7,555.64	6,748.49	807.15

Balance Sheet

As Of 02/28/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-0400.15	PREPAID-MAINT CONTRACT	58,101.35	29,000.75	29,100.60
Total GLCategory 040 - OTHER CURRENT ASSETS:		200,536.48	202,800.00	-2,263.52
GLCategory: 050 - RESTRICTED FUNDS				
1-0500.00	CHECKING-METER DEPOSITS	114,561.90	488,388.82	-373,826.92
1-0501.00	DEPRECIATION MONEY FUND	80,171.30	756,599.30	-676,428.00
1-0502.00	ACCESS/IMPACT FEES-SIMMONS	1,717,336.55	1,132,249.65	585,086.90
1-0512.14	REGIONS BANK - DEBT - 2012	336,314.87	303,110.88	33,203.99
1-0516.14	REGIONS BANK - DEBT - 2016	196,845.89	173,497.03	23,348.86
Total GLCategory 050 - RESTRICTED FUNDS:		2,445,230.51	2,853,845.68	-408,615.17
GLCategory: 060 - INVENTORY				
1-0600.00	INVENTORY	960,439.20	851,271.01	109,168.19
Total GLCategory 060 - INVENTORY:		960,439.20	851,271.01	109,168.19
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
1-0800.00	OFFICE EQUIPMENT	693,882.34	717,226.70	-23,344.36
1-0800.01	VEHICLES	1,128,145.78	667,022.54	461,123.24
1-0800.02	SHOP EQUIPMENT & TOOLS	48,257.16	48,257.16	0.00
1-0800.03	FIELD EQUIPMENT	1,007,118.62	938,460.73	68,657.89
1-0800.04	COMMUNICATION EQUIPMENT	33,931.97	33,931.97	0.00
1-0800.05	PUMPING EQUIPMENT	106,334.58	97,401.91	8,932.67
1-0800.08	WATER METERS	5,930,782.10	4,674,590.72	1,256,191.38
1-0800.09	WATER SERVICES	1,378,630.38	1,378,630.38	0.00
1-0800.10	WATER TOWERS	13,355,185.87	13,506,750.00	-151,564.13
1-0800.11	MAIN LINE	60,398,926.77	59,630,759.70	768,167.07
1-0800.13	STRUCTURES & PARKING LOT	1,769,836.60	1,764,481.50	5,355.10
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	67,733,475.59	61,496,022.28	6,237,453.31
1-0800.25	CONSTRUCTION IN PROGRESS	8,104,163.28	5,687,326.25	2,416,837.03
1-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-503,459.49	-418,088.97	-85,370.52
1-0800.51	ACCM DEPR-VEHICLES	-511,779.00	-556,437.80	44,658.80
1-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-47,375.73	-49,060.16	1,684.43
1-0800.53	ACCM DEPR-FIELD EQUIPMENT	-712,484.27	-667,909.98	-44,574.29
1-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-34,098.66	-21,471.68	-12,626.98
1-0800.55	ACCM DEPR-PUMPING EQUIP	-72,553.95	-47,859.99	-24,693.96
1-0800.58	ACCM DEPR-WATER METERS	-1,518,207.71	-1,297,620.68	-220,587.03
1-0800.59	ACCM DEPR-WATER SERVICE	-1,362,301.45	-1,365,508.96	3,207.51
1-0800.60	ACCM DEPR-WATER TOWERS	-5,843,627.18	-5,411,988.05	-431,639.13
1-0800.61	ACCM DEPR-MAINLINE	-22,951,470.86	-21,867,884.59	-1,083,586.27
1-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,404,991.22	-1,369,030.85	-35,960.37
1-0800.80	ACCM DEPR-CONTRIBUTED MAIN LINE	-15,275,509.45	-13,852,460.83	-1,423,048.62
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		112,186,477.66	104,451,204.89	7,735,272.77
GLCategory: 081 - INTANGIBLE ASSETS				
1-0810.00	SOFTWARE HOSTING ARRANGEMENTS	0.00	414,500.00	-414,500.00
1-0810.02	ROU SUBSCRIPTION ASSET	1,134,932.00	0.00	1,134,932.00
1-0810.50	ACCM AMORT-SOFTWARE HOSTING ARR	0.00	-194,500.00	194,500.00
1-0810.52	ACCM AMORT-ROU SUBSCRIPTION ASSET	-660,048.00	0.00	-660,048.00
Total GLCategory 081 - INTANGIBLE ASSETS:		474,884.00	220,000.00	254,884.00
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**:		154,031,935.02	168,250,298.33	-14,218,363.31
Total Assets:		154,031,935.02	168,250,298.33	-14,218,363.31
Liability				
** LIABILITIES & DEFERRED INFLOWS **				
GLCategory: 100 - ACCOUNTS PAYABLE				
1-1100.00	ACCOUNTS PAYABLE-TRADE	999,047.58	726,863.28	-272,184.30

Balance Sheet

As Of 02/28/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-1100.02	ACCOUNTS PAYABLE-ORION WASTE SOLU	437,233.01	582,558.75	145,325.74
1-1100.06	CONTRACTOR CASH BONDS PAYABLE	5,000.00	10,000.00	5,000.00
1-1100.20	FEDERAL INC TAX WITHHELD	-15.47	0.00	15.47
1-1100.21	FICA W/HELD	-20.72	0.00	20.72
1-1100.30	STATE INC TAX WITHHELD	6,030.03	5,852.80	-177.23
1-1100.51	SALES/USE TAX PAYABLE	85,542.59	131,395.88	45,853.29
1-1109.01	MISC PAYROLL DEDUCTIONS	-84.61	-1,557.46	-1,472.85
1-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	5,750.39	-2,031.18	-7,781.57
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,538,482.80	1,453,082.07	-85,400.73
GLCategory: 120 - ACCRUED LIABILITIES				
1-1200.60	WAGES PAYABLE	50,604.80	122,065.82	71,461.02
1-1200.61	PAYROLL CORRECTIONS	-60.48	0.00	60.48
1-1200.65	ACCRUED VAC/SICK LEAVE	409,618.89	702,779.95	293,161.06
1-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT	3,487.10	29,164.13	25,677.03
1-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	29,518.55	29,518.55	0.00
1-1200.82	ROU SUBSCRIPTION LIABILITY	243,268.00	0.00	-243,268.00
1-1258.12	2012 BOND PREMIUM	11,558.88	13,551.98	1,993.10
1-1258.16	2016 BOND PREMIUM	311,826.83	337,234.96	25,408.13
1-1278.12	2012/2004 DEF. REFUNDING COSTS	-234,070.19	-274,427.39	-40,357.20
1-1278.16	2016/2006 DEF. REFUNDING COSTS	-81,709.15	-88,367.01	-6,657.86
1-1279.16	2016 PREPAID BOND INSURANCE	-9,367.94	-10,131.34	-763.40
1-1280.12	LONG-TERM BONDS - 2012	4,445,000.00	5,250,000.00	805,000.00
1-1280.16	LONG-TERM BONDS - 2016	10,765,000.00	11,175,000.00	410,000.00
Total GLCategory 120 - ACCRUED LIABILITIES:		15,944,675.29	17,286,389.65	1,341,714.36
GLCategory: 130 - OTHER LIABILITIES				
1-1300.00	METER DEPOSITS	1,441,826.00	1,371,971.50	-69,854.50
1-1300.01	ACCESS/IMPACT FEES	96,125.00	85,700.00	-10,425.00
1-1300.02	ARO DEPOSITS-UB	57,760.00	44,025.00	-13,735.00
Total GLCategory 130 - OTHER LIABILITIES:		1,595,711.00	1,501,696.50	-94,014.50
GLCategory: 135 - DUE TO OTHER FUNDS				
1-1350.02	DUE TO SEWER	7,837,781.16	33,497,242.48	25,659,461.32
Total GLCategory 135 - DUE TO OTHER FUNDS:		7,837,781.16	33,497,242.48	25,659,461.32
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 **:		29,294,155.81	55,812,878.47	26,518,722.66
Total Liability:		29,294,155.81	55,812,878.47	26,518,722.66
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
1-1900.00	CONTRIBUTED SURPLUS	74,681,206.93	68,443,753.62	6,237,453.31
1-1900.05	EARNED SURPLUS	31,286,776.40	31,286,776.40	0.00
1-2000.00	FUND BALANCE	14,319,893.29	8,540,879.73	5,779,013.56
Total GLCategory 200 - FUND BALANCE:		120,287,876.62	108,271,409.75	12,016,466.87
Total ** EQUITY **:		120,287,876.62	108,271,409.75	12,016,466.87
Total Beginning Equity:		120,287,876.62	108,271,409.75	12,016,466.87
Total Revenue		15,022,274.88	13,517,928.30	1,504,346.58
Total Expense		10,572,372.29	9,351,918.19	-1,220,454.10
Revenues Over/(Under) Expenses		4,449,902.59	4,166,010.11	283,892.48
Total Equity and Current Surplus (Deficit):		124,737,779.21	112,437,419.86	12,300,359.35
Total Liabilities, Equity and Current Surplus (Deficit):		154,031,935.02	168,250,298.33	-14,218,363.31

Balance Sheet

As Of 02/28/2025

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
2-0111.09	SAVINGS-O & M MONEY FUND	4,316,633.51	1,160,367.27	3,156,266.24
Total GLCategory 010 - CASH-DEMAND DEPOSITS:		4,316,783.51	1,160,517.27	3,156,266.24
GLCategory: 020 - INVESTMENTS				
2-0215.00	INVESTMENT-O&M	2,004,777.06	1,064,045.18	940,731.88
2-0215.01	INVESTMENT-O&M	2,000,000.00	675,784.08	1,324,215.92
2-0215.02	INVESTMENT-O&M	2,512,121.44	1,572,264.95	939,856.49
2-0215.04	INVESTMENT-O&M	2,066,615.03	554,288.84	1,512,326.19
2-0215.05	INVESTMENT-O&M	0.00	1,074,673.55	-1,074,673.55
2-0215.06	INVESTMENT-O&M	2,520,204.97	1,123,272.27	1,396,932.70
2-0215.08	INVESTMENT-O&M	0.00	559,564.80	-559,564.80
2-0215.09	INVESTMENT-O&M	0.00	545,946.03	-545,946.03
2-0215.10	INVESTMENT-O&M	2,066,615.04	1,106,509.42	960,105.62
2-0215.11	INVESTMENT-O&M	0.00	1,104,733.60	-1,104,733.60
2-0215.12	INVESTMENT-O&M	0.00	1,559,760.14	-1,559,760.14
2-0215.13	INVESTMENT-O&M	0.00	1,088,339.16	-1,088,339.16
2-0215.16	INVESTMENT-O&M	0.00	1,067,240.41	-1,067,240.41
2-0215.17	INVESTMENT-O&M	0.00	576,022.58	-576,022.58
2-0215.18	INVESTMENT-O&M	0.00	1,058,107.52	-1,058,107.52
2-0215.19	INVESTMENT-O&M	0.00	1,036,385.47	-1,036,385.47
2-0215.23	INVESTMENT-O&M	0.00	813,863.99	-813,863.99
2-0215.30	INVESTMENT-O&M	2,066,615.01	1,301,085.31	765,529.70
2-0215.31	INVESTMENT-O&M	0.00	775,771.69	-775,771.69
2-0215.33	INVESTMENT-O&M	800,817.33	780,175.31	20,642.02
2-0215.34	INVESTMENT-O&M	2,077,987.35	1,142,138.58	935,848.77
Total GLCategory 020 - INVESTMENTS:		18,115,753.23	20,579,972.88	-2,464,219.65
GLCategory: 030 - ACCOUNTS RECEIVABLE				
2-0300.00	ACCTS REC-CUSTOMERS	1,593,245.97	1,499,482.79	93,763.18
2-0300.05	ACCTS REC-OTHER	161,641.41	62,362.46	99,278.95
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	-334,748.15	-190,234.46	-144,513.69
Total GLCategory 030 - ACCOUNTS RECEIVABLE:		2,243,030.93	2,138,502.49	104,528.44
GLCategory: 035 - DUE FROM OTHER FUNDS				
2-0350.01	DUE FROM WATER	7,837,781.16	33,497,242.48	-25,659,461.32
Total GLCategory 035 - DUE FROM OTHER FUNDS:		7,837,781.16	33,497,242.48	-25,659,461.32
GLCategory: 040 - OTHER CURRENT ASSETS				
2-0400.00	ACCRUED INTEREST	131,000.00	178,000.00	-47,000.00
2-0400.01	PREPAID PROFESSIONAL FEES	0.00	7,790.90	-7,790.90
2-0400.05	PREPAID-WORKMANS COMP	35,350.08	29,591.87	5,758.21
2-0400.10	PREPAID-INSURANCE	14,041.52	11,613.09	2,428.43
2-0400.15	PREPAID-MAINT CONTRACT	58,101.34	43,677.01	14,424.33
Total GLCategory 040 - OTHER CURRENT ASSETS:		238,492.94	270,672.87	-32,179.93
GLCategory: 050 - RESTRICTED FUNDS				
2-0501.00	DEPRECIATION MONEY FUND	40,343.78	740,899.33	-700,555.55
2-0502.00	ACCESS/IMPACT FEES-SIMMONS	2,989,855.22	2,109,481.16	880,374.06
2-0516.14	REGIONS BANK - DEBT - 2016	520,123.33	459,390.54	60,732.79
2-0524.14	ADFA - DEBT - 2024	694.56	0.00	694.56
Total GLCategory 050 - RESTRICTED FUNDS:		3,551,016.89	3,309,771.03	241,245.86
GLCategory: 060 - INVENTORY				
2-0600.00	INVENTORY	163,509.03	112,736.36	50,772.67
Total GLCategory 060 - INVENTORY:		163,509.03	112,736.36	50,772.67

Balance Sheet

As Of 02/28/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
2-0800.00	OFFICE EQUIPMENT	679,858.43	650,003.05	29,855.38
2-0800.01	VEHICLES	2,525,416.95	1,721,840.29	803,576.66
2-0800.02	SHOP EQUIPMENT & TOOLS	54,710.97	54,710.97	0.00
2-0800.03	FIELD EQUIPMENT	1,717,879.14	1,780,811.63	-62,932.49
2-0800.04	COMMUNICATION EQUIPMENT	73,504.03	61,038.37	12,465.66
2-0800.08	WATER METERS	4,837,394.37	4,634,754.66	202,639.71
2-0800.12	EASEMENTS	1,141,899.28	1,141,899.28	0.00
2-0800.13	STRUCTURES & PARKING LOT	2,138,116.85	2,132,761.75	5,355.10
2-0800.14	LAND	663,254.36	663,254.36	0.00
2-0800.16	SEWER SYSTEM	50,306,684.95	46,783,859.66	3,522,825.29
2-0800.17	BUILDING 2ND AND PECAN	11,186.38	11,186.38	0.00
2-0800.18	POLLUTION CONTROL FAC.	71,752,410.19	71,454,348.92	298,061.27
2-0800.19	SEWER REHAB.	10,200,731.76	6,409,527.19	3,791,204.57
2-0800.20	CONTRIBUTED SEWER SYSTEM	56,894,026.78	53,116,815.45	3,777,211.33
2-0800.25	CONSTRUCTION IN PROGRESS	22,136,411.96	17,883,185.14	4,253,226.82
2-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-497,453.66	-625,972.97	128,519.31
2-0800.51	ACCM DEPR-VEHICLES	-1,204,012.67	-1,193,699.77	-10,312.90
2-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-53,683.33	-52,837.20	-846.13
2-0800.53	ACCM DEPR-FIELD EQUIPMENT	-1,243,282.25	-1,120,456.77	-122,825.48
2-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-68,877.43	-66,442.38	-2,435.05
2-0800.58	ACCM DEPR-WATER METERS	-1,472,999.29	-1,294,623.04	-178,376.25
2-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,553,351.44	-1,473,833.46	-79,517.98
2-0800.66	ACCM DEPR-SEWER SYSTEM	-21,708,104.19	-20,138,134.49	-1,569,969.70
2-0800.69	ACCM DEPR-BLDG 2ND PECAN	-11,185.20	-11,185.20	0.00
2-0800.70	ACCM DEPR-POLL. CONTROL	-36,221,206.60	-32,783,651.27	-3,437,555.33
2-0800.71	ACCM DEPR-SEWER REHAB	-1,632,227.04	-1,408,426.07	-223,800.97
2-0800.80	ACCM DEPR-CONTRIBUTED SEWER SYSTEI	-13,913,858.06	-12,960,800.50	-953,057.56
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		145,553,245.24	135,369,933.98	10,183,311.26
GLCategory: 081 - INTANGIBLE ASSETS				
2-0810.00	SOFTWARE HOSTING ARRANGEMENTS	0.00	414,500.00	-414,500.00
2-0810.01	SOFTWARE PERPETUAL LICENSE	60,230.00	0.00	60,230.00
2-0810.02	ROU SUBSCRIPTION ASSET	1,134,932.00	0.00	1,134,932.00
2-0810.50	ACCM AMORT-SOFTWARE HOSTING ARRA	0.00	-194,500.00	194,500.00
2-0810.51	ACCM AMORT-SOFTWARE PERPETUAL LIC	-33,462.00	0.00	-33,462.00
2-0810.52	ACCM AMORT-ROU SUBSCRIPTION ASSET	-551,960.00	0.00	-551,960.00
Total GLCategory 081 - INTANGIBLE ASSETS:		609,740.00	220,000.00	389,740.00
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**:		184,195,167.47	198,063,220.30	-13,868,052.83
Total Assets:		184,195,167.47	198,063,220.30	-13,868,052.83
Liability				
** LIABILITIES & DEFERRED INFLOWS **				
GLCategory: 100 - ACCOUNTS PAYABLE				
2-1100.00	ACCOUNTS PAYABLE-TRADE	1,413,039.46	469,110.96	-943,928.50
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	8,390.98	8,213.60	-177.38
2-1109.01	MISC PAYROLL DEDUCTIONS	-1,688.31	-4,405.04	-2,716.73
2-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	9,407.24	-4,157.86	-13,565.10
2-1109.03	HEALTH INS WITHHELD	0.00	-60,214.00	-60,214.00
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,427,162.96	406,561.25	-1,020,601.71
GLCategory: 120 - ACCRUED LIABILITIES				
2-1200.60	WAGES PAYABLE	73,188.84	177,401.73	104,212.89
2-1200.65	ACCRUED VAC/SICK LEAVE	520,103.47	877,994.81	357,891.34
2-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT	3,487.15	50,410.45	46,923.30

Balance Sheet

As Of 02/28/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
2-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	29,518.55	29,518.55	0.00
2-1200.82	ROU SUBSCRIPTION LIABILITY	292,960.00	0.00	-292,960.00
2-1258.16	2016 BOND PREMIUM	460,812.06	571,406.94	110,594.88
2-1278.16	2016/2007 DEF. REFUNDING GAIN	160,892.02	199,506.34	38,614.32
2-1279.16	2016 PREPAID BOND INSURANCE	-5,654.37	-8,153.25	-2,498.88
2-1280.16	LONG-TERM BONDS - 2016	4,470,000.00	5,735,000.00	1,265,000.00
2-1280.24	LONG-TERM BONDS - 2024	3,074,699.98	0.00	-3,074,699.98
Total GLCategory 120 - ACCRUED LIABILITIES:		9,080,007.70	7,633,085.57	-1,446,922.13
GLCategory: 130 - OTHER LIABILITIES				
2-1101.02	FSA WITHHOLDING	189.30	189.30	0.00
2-1300.01	ACCESS/IMPACT FEES	185,210.00	143,630.00	-41,580.00
2-1300.02	ARO DEPOSITS-UB	900.00	14,675.00	13,775.00
Total GLCategory 130 - OTHER LIABILITIES:		186,299.30	158,494.30	-27,805.00
GLCategory: 135 - DUE TO OTHER FUNDS				
2-1350.01	DUE TO WATER	7,833,705.50	36,142,491.65	28,308,786.15
Total GLCategory 135 - DUE TO OTHER FUNDS:		7,833,705.50	36,142,491.65	28,308,786.15
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 **:		22,267,573.90	47,638,642.99	25,371,069.09
Total Liability:		22,267,573.90	47,638,642.99	25,371,069.09
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
2-1900.00	CONTRIBUTED SURPLUS	63,896,673.73	60,119,462.40	3,777,211.33
2-1900.05	EARNED SURPLUS	72,452,821.60	72,452,821.60	0.00
2-2000.00	FUND BALANCE	19,291,792.69	10,742,228.82	8,549,563.87
Total GLCategory 200 - FUND BALANCE:		155,641,288.02	143,314,512.82	12,326,775.20
Total ** EQUITY **:		155,641,288.02	143,314,512.82	12,326,775.20
Total Beginning Equity:		155,641,288.02	143,314,512.82	12,326,775.20
Total Revenue		16,172,692.06	16,094,551.79	78,140.27
Total Expense		9,886,386.51	8,984,487.30	-901,899.21
Revenues Over/(Under) Expenses		6,286,305.55	7,110,064.49	-823,758.94
Total Equity and Current Surplus (Deficit):		161,927,593.57	150,424,577.31	11,503,016.26
Total Liabilities, Equity and Current Surplus (Deficit):		184,195,167.47	198,063,220.30	-13,868,052.83

**WATER CASH RECEIPTS
FEB 2025**

CASH RECEIPTS	\$1,266,843.62
ACCTS RECEIVABLE OTHER	\$118,032.02
METER DEPOSITS	\$651.00
SERVICE CHG/PENALTIES	\$48,109.00
FEES	\$5,596.84
MISCELLANEOUS	-\$2,917.08
UNAPPLIED CREDITS	-\$5,361.72
TRASH	\$437,697.56
DEPRECIATION	\$66,958.18
TOTAL	<u>\$1,935,609.42</u>

REVENUE BILLED FEB 2025		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$678,803.05	28,273	115,712,400
RESIDENTIAL IRRIG	\$39,882.97	5,582	597,700
COMMERCIAL	\$359,870.07	3,267	68,405,000
INDUSTRIAL	\$134,335.71	48	37,112,900
HYDRANTS	\$1,218.58		
FIRE LINES	\$11,680.00		
ARO	\$109,936.31		482,140
PENALTY	\$38,724.10		
SERVICE CHARGE	\$17,380.00		
NEW CUSTOMER FEES	\$4,825.00		
TOTAL	<u>\$1,396,655.79</u>	<u>37,170</u>	<u>222,310,140</u>

REVENUE BILLED FEB 2024

RESIDENTIAL	\$656,169.59	27,651	116,674,100
RESIDENTIAL IRRIG	\$37,799.74	5,355	934,200
COMMERCIAL	\$335,669.46	3,235	64,550,300
INDUSTRIAL	\$133,839.55	45	38,330,500
HYDRANTS	\$1,200.00		
FIRE LINES	\$11,200.00		
ARO	\$57,352.39		492,800
PENALTY	\$39,913.49		
SERVICE CHARGE	\$18,800.00		
NEW CUSTOMER FEES	\$4,350.00		
TOTAL	<u>\$1,296,294</u>	<u>36,286</u>	<u>220,981,900</u>

INCREASE (DECREASE)	\$100,361.57	884	1,328,240
CHANGE FROM 2024	7.7%	2.4%	0.6%

RES/COM/IND INCR (DECR)	\$49,413.46
CHANGE FROM 2024	4.2%

PURCHASE FROM BEAVER WATER DISTRICT			
FEB 2025		\$396,534.82	237,446,000
FEB 2024		\$390,932.08	253,852,000

CITY OF ROGERS METERED CONSUMPTION			
FEB 2025			1,459,100
FEB 2024			1,358,700

**SEWER CASH RECEIPTS
FEB 2025**

CASH RECEIPTS	\$1,346,426.35
ACCTS RECEIVABLE OTHER	\$105,005.00
SERVICE CHG/PENALTIES	\$17,026.85
FEES	\$18,867.76
MISCELLANEOUS	\$8,504.40
DEPRECIATION	\$70,864.54
	<u>\$1,566,694.90</u>

O&M	\$1,495,830.36
DEPRECIATION	\$70,864.54
	<u>\$1,566,694.90</u>

REVENUE BILLED FEB 2025		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$936,415.82	24,210	98,295,400
COMMERCIAL	\$331,787.89	2,124	54,067,400
INDUSTRIAL	\$198,840.28	34	35,831,700
ARO	\$189,759.63		
PENALTY/SURCHARGES	\$32,117.64		
NEW CUSTOMER FEES	\$5,310.00		
TOTAL	<u>\$1,694,231.26</u>	<u>26,368</u>	<u>188,194,500</u>

REVENUE BILLED FEB 2024

RESIDENTIAL	\$877,414.67	23,622	95,419,400
COMMERCIAL	\$298,285.53	2,138	49,056,000
INDUSTRIAL	\$200,828.66	32	37,278,300
ARO	\$60,281.49		
PENALTY/SURCHARGES	\$16,404.82		
NEW CUSTOMER FEES	\$5,010.00		
TOTAL	<u>\$1,458,225.17</u>	<u>25,792</u>	<u>181,753,700</u>

INCREASE (DECREASE)	\$236,006.09	576	6,440,800
CHANGE FROM 2024	16.2%	2.2%	3.5%

RES/COM/IND INCR (DECR)	\$90,515.13
CHANGE FROM 2024	6.6%

**ROGERS WATER UTILITIES
SCHEDULE OF FUNDS
February 28, 2025**

	UNRESTRICTED	RESTRICTED					GRAND TOTAL	FEB 2024			Variance
		Meter Deposits	Debt Reserve	Access/ Impact Fees	Depreci- ation	TOTAL RESTRICTED		UNRESTRICTED	TOTAL RESTRICTED	GRAND TOTAL	
WATER											
Petty Cash	\$ 1,625					\$ -	\$ 1,625	\$ 1,625	-	\$ 1,625	\$ -
Checking-AP Payroll	63,350					-	63,350	101,854	-	101,854	(38,503)
Checking-CC Acct at FNB	771,842					-	771,842	976,720	-	976,720	(204,878)
Savings-Utility Money Fund	7,752,545					-	7,752,545	4,457,295	-	4,457,295	3,295,249
Savings-Depr Money Fund	-				80,171	80,171	80,171		174,858	174,858	(94,686)
Savings-O&M Money Fund	1,171,524					-	1,171,524	2,894,664	-	2,894,664	(1,723,141)
Access/Impact Fees-Simmons	-			1,717,337		1,717,337	1,717,337		881,124	881,124	836,212
Investments-CD's	15,229,908	1,366,930				1,366,930	16,596,839	12,704,897	3,761,423	16,466,320	130,518
Checking-Meter Deposits	-	114,562				114,562	114,562		529,770	529,770	(415,209)
Regions Bank-2012 Bonds	-		336,315			336,315	336,315		578,459	578,459	(242,144)
Regions Bank-2016 Bonds	-		196,846			196,846	196,846		319,586	319,586	(122,740)
TOTAL WATER	\$ 24,990,794	\$ 1,481,492	\$ 533,161	\$ 1,717,337	\$ 80,171	\$ 3,812,161	\$ 28,802,955	\$ 21,137,056	\$ 6,245,221	\$ 27,382,276	1,420,678
Minimum Reserves	42.8% 10,704,000	1,441,826	-	-	-	1,441,826	12,145,826			14,459,000	
Total Above Minimums	57.2% \$ 14,286,794	\$ 39,666	\$ 533,161	\$ 1,717,337	\$ 80,171	\$ 2,370,335	\$ 16,657,129			\$ 12,923,276	
SEWER											
Petty Cash	\$ 150					\$ -	\$ 150	\$ 150	-	\$ 150	\$ -
Savings-Depr Money Fund	-				40,344	40,344	40,344		240,235	240,235	(199,891)
Savings-O&M Money Fund	4,316,634					-	4,316,634	742,820	-	742,820	3,573,813
Access/Impact Fees-Simmons	-			2,989,855		2,989,855	2,989,855		1,313,543	1,313,543	1,676,312
Investments-CD's	18,115,753					-	18,115,753	20,325,561	-	20,325,561	(2,209,808)
ADFA-2024 Bond	-		695			695	695		324	324	371
Regions Bank-2016 Bonds	-		520,123			520,123	520,123		900,865	900,865	(380,741)
TOTAL SEWER	\$ 22,432,537	\$ -	\$ 520,818	\$ 2,989,855	\$ 40,344	\$ 3,551,017	\$ 25,983,554	\$ 21,068,532	\$ 2,454,967	\$ 23,523,499	2,460,055
Minimum Reserves	40.3% 9,049,000	-	-	-	-	-	9,049,000			14,856,000	
Total Above Minimums	59.7% \$ 13,383,537	\$ -	\$ 520,818	\$ 2,989,855	\$ 40,344	\$ 3,551,017	\$ 16,934,554			\$ 8,667,499	
GRAND TOTAL	\$ 47,423,330	\$ 1,481,492	\$ 1,053,979	\$ 4,707,192	\$ 120,515	\$ 7,363,178	\$ 54,786,508	\$ 42,205,588	\$ 8,700,187	\$ 50,905,775	3,880,733

ROGERS WATER UTILITIES: UNACCOUNTED WATER

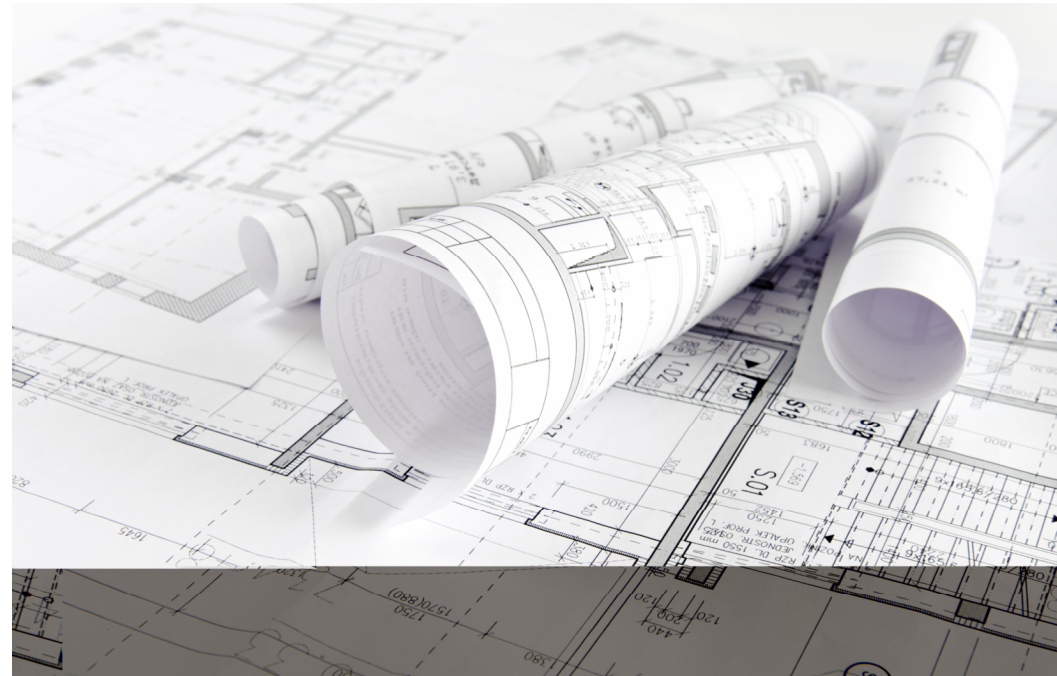
MONTH		RESIDENTIAL GALLONS	COMMERCIAL GALLONS	INDUSTRIAL GALLONS	HYDRANT MTR RENTAL GALLONS	WATER LINE BREAK GALLONS	AR BILLED METERED	MISC USAGE	TOTAL GALLONS	PURCHASED GALLONS	% LOST	LAST 12 MOS TOTAL GALLONS	LAST 12 MOS PURCHASED GALLONS	AVG. MONTH LOST WATER PRIOR 12 MOS
JAN	24	116,217,000	64,979,000	33,232,600	500,271	0		7,845,306	222,774,177	265,202,000	16%	3,450,831,177	3,690,444,000	6%
FEB	24	117,608,300	64,550,300	38,330,500	492,700	0		21,057,238	242,039,038	253,852,000	5%	3,497,035,356	3,721,427,000	6%
MAR	24	107,024,300	62,885,400	36,846,000	640,083	0		3,046,692	210,442,475	253,914,000	17%	3,503,569,381	3,733,440,000	6%
APR	24	113,131,500	66,234,200	38,407,800	689,284	0		129,840,967	348,303,751	390,741,000	11%	3,545,175,668	3,864,743,000	8%
MAY	24	132,395,000	79,982,400	43,964,900	574,502	0		17,695,538	274,612,340	306,419,000	10%	3,561,349,788	3,855,464,000	8%
JUN	24	148,663,800	90,623,000	42,969,400	1,406,241	10,638		43,828,463	327,501,542	377,680,000	13%	3,583,585,237	3,855,979,000	7%
JUL	24	201,253,400	109,681,900	44,135,700	1,529,851	6,100		4,978,662	361,585,613	423,060,000	15%	3,589,549,903	3,853,265,000	7%
AUG	24	228,632,200	129,692,300	51,600,400	1,605,883	0		5,898,017	417,428,800	440,245,000	5%	3,609,558,216	3,869,902,000	7%
SEP	24	209,044,700	129,425,800	48,618,300	1,133,152	0		4,041,603	392,263,555	399,468,000	2%	3,602,803,430	3,907,919,000	8%
OCT	24	197,815,900	119,097,600	45,702,800	2,457,300	0	247,291	3,563,314	368,884,205	397,489,000	7%	3,655,157,694	3,994,166,000	8%
NOV	24	162,492,500	105,504,300	42,202,000	547,300	0	65,619	12,073,347	322,885,066	275,320,000	-17%	3,714,064,522	4,025,699,000	8%
DEC	24	119,405,800	69,036,700	42,210,800	336,349	267,373	32,708	64,229,992	295,519,722	260,357,000	-14%	3,784,240,284	4,043,747,000	6%
JAN	25	117,819,600	67,362,300	40,581,200	181,500	59,208	28,730	4,620,047	230,652,585	267,010,000	14%	3,792,118,692	4,045,555,000	6%
FEB	25	116,310,100	68,405,000	37,112,900	267,940	47,325	166,875	1,259,369	223,569,509	237,446,000	6%	3,773,649,163	4,029,149,000	6%
MAR	25								-					
APR	25								-					
MAY	25								-					
JUN	25								-					
JUL	25								-					
AUG	25								-					
SEP	25								-					
OCT	25								-					
NOV	25								-					
DEC	25								-					

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	1,748,118,870	1,061,709,296	450,087,900	15,554,430	4,244,833			173,371,734	3,453,087,063	3,670,967,000	6%
2024	1,853,684,400	1,091,692,900	508,221,200	11,912,916	284,111	345,618	318,099,139	3,784,240,284	4,043,747,000		6%
2025 YTD	234,129,700	135,767,300	77,694,100	449,440	106,533	195,605	5,879,416	454,222,094	504,456,000		10%

Engineering Report

Brian Sartain, Utility Engineer
03/17/25

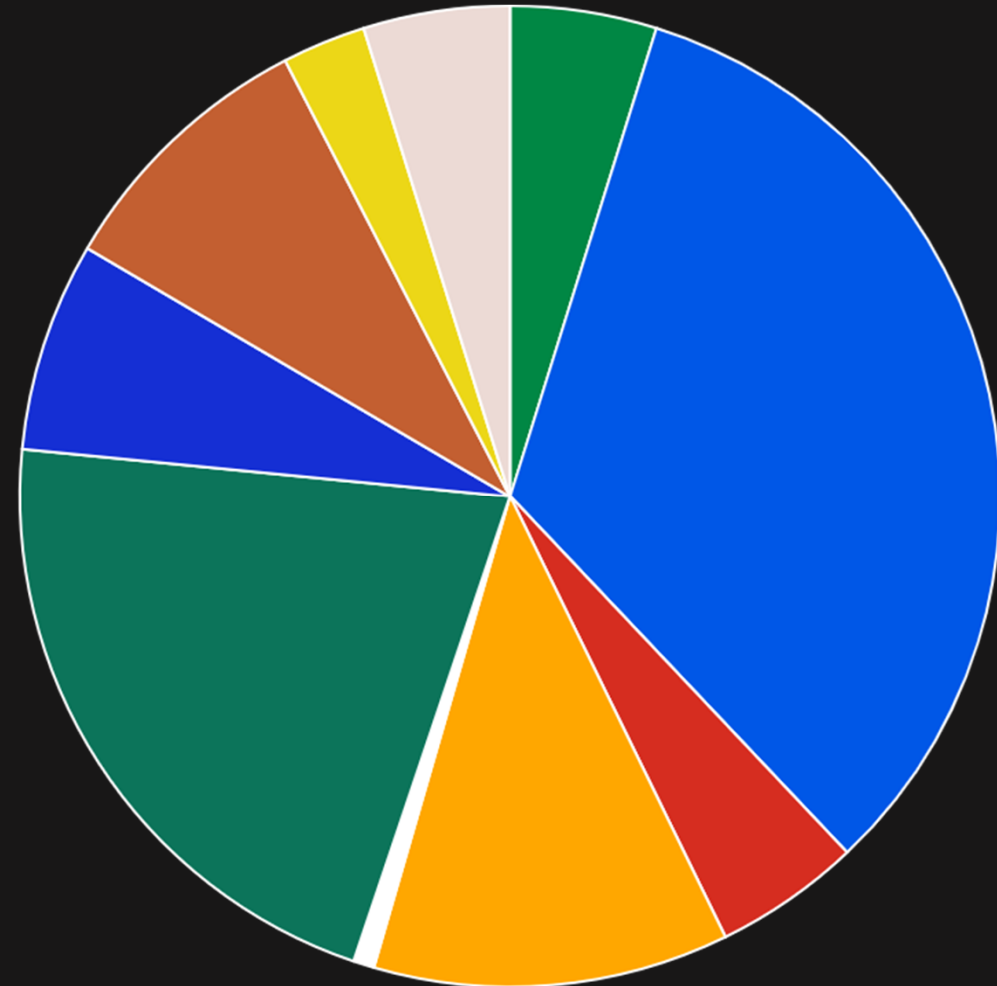
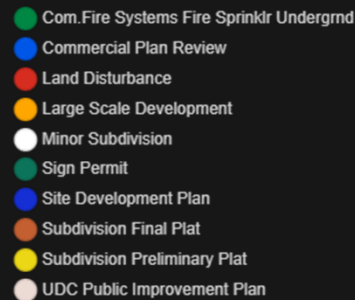




Development Plan Review – February 2025

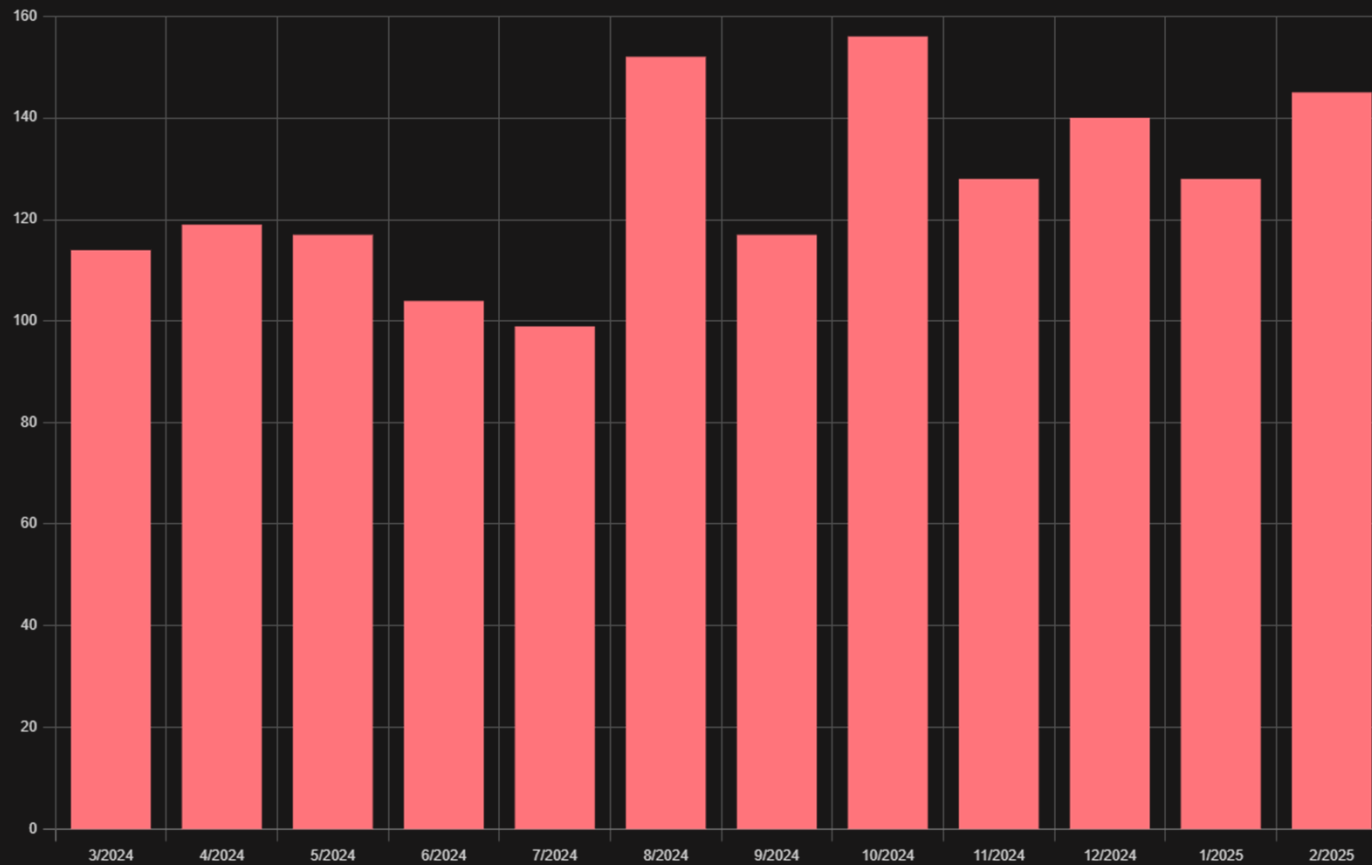
48 Commercial Plan Reviews
31 Sign Permits
17 Large Scale Developments
13 Subdivision Final Plats
11 Site Development Plans
7 Com.Fire Systems Fire Sprinklr
7 Land Disturbances
7 UDC Public Improvement Plans
4 Subdivision Preliminary Plats
2 Residential Townhome
1 Minor Subdivision
1 Water/Sewer Only

149 Plan Sets Total





Development Plan Review Trend – 12 Months





Project Status

Status Change
Currently on Hold

Pre-Design / Concept

- Sewer Model Update
- 2025 Sewer Smoke Testing / Flow Monitoring Plan
- Veterans Park / Beacon Cir. Sewer Improvements
- RPCF Capacity Improvement Project
- Mt. Hebron Interconnection / Metering Station

In Design

- ArDOT – Hwy 112 Widening
- Western Corridor Water Transmission Main
- Sanitary Sewer Improvements – Chateau Dr. to 24th
- Arkansas St. (Chestnut to Union)
- Hwy 12 E Waterline Replacement
- Blossom Way Sewer (Pauline Whitaker to Dixieland)
- Blossom Way Trib 2 Sewer Improvements
- Chestnut / 2nd Streetscape & Overlay (Downtown)
- S. 3rd St. Reconstruction (Downtown)
- Oak St. Pedestrian Improvements (28th to 2nd)

Out to Bid

- None

Bids Received

- Lakewood / Biltmore / Breckenridge Lift Station Generators
- Large meter vault rehabilitation

Under Construction

- 2024 Misc. Waterline Replacements
- RPCF Solids Handling Ph.II
- 5th & Walnut Intersection Improvements
- 2025 Manhole Rehab
- 2025 CIPP Sewer Rehab
- 2025 Pipe Bursting Sewer Rehab
- S. 28th Place / 28th & Pleasant Grove Roundabout
- W. Poplar St. Improvements – 1st to 8th
- W. Oak St. Improvements – 52nd to Dodson
- Banz Addition Sewer Replacement

Completed

- None

RPCF Solids Handling Project

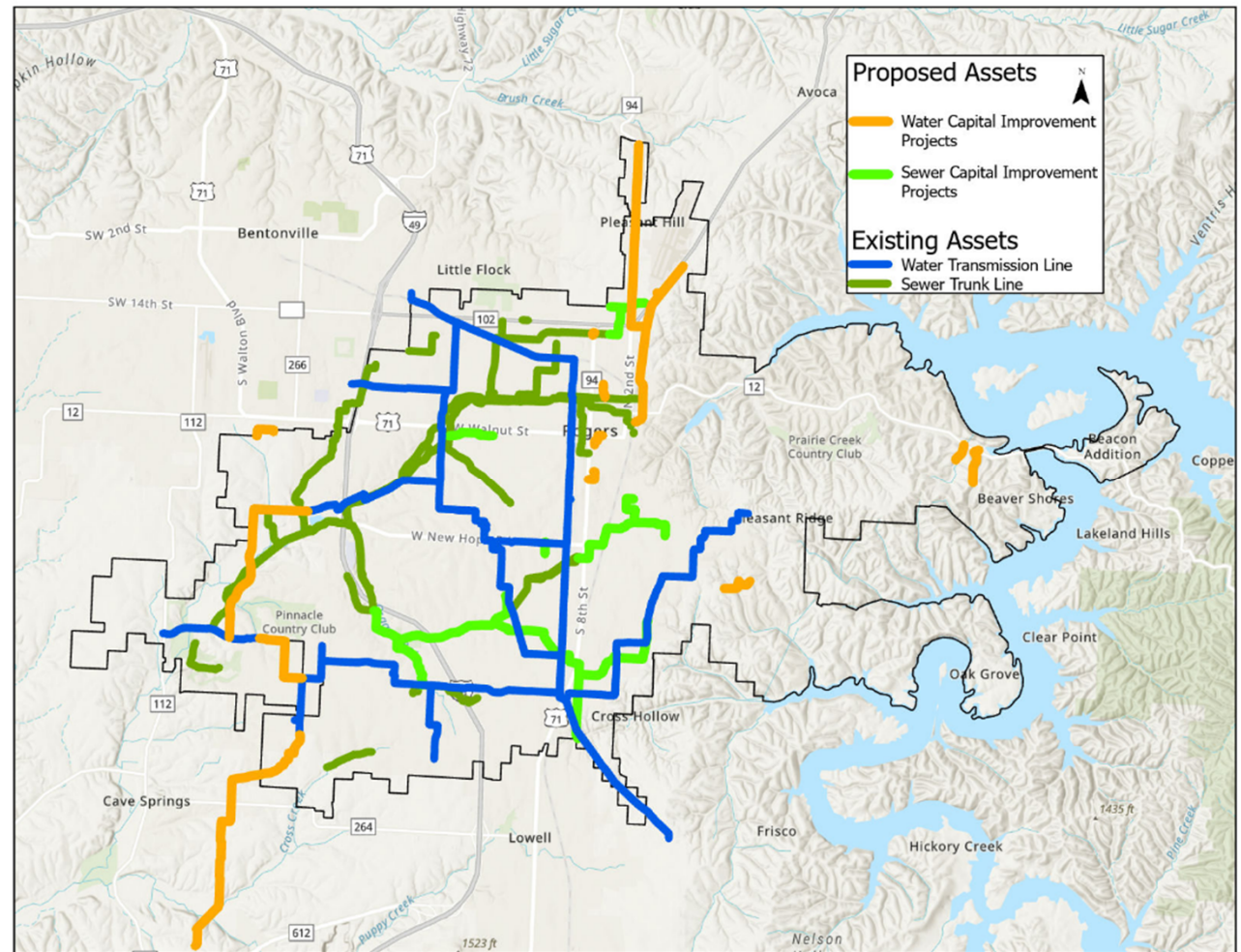
Contractor has been working on the scum mixing box structure, finishing up underground utilities relocations, and foundation preparation for the dryer building.



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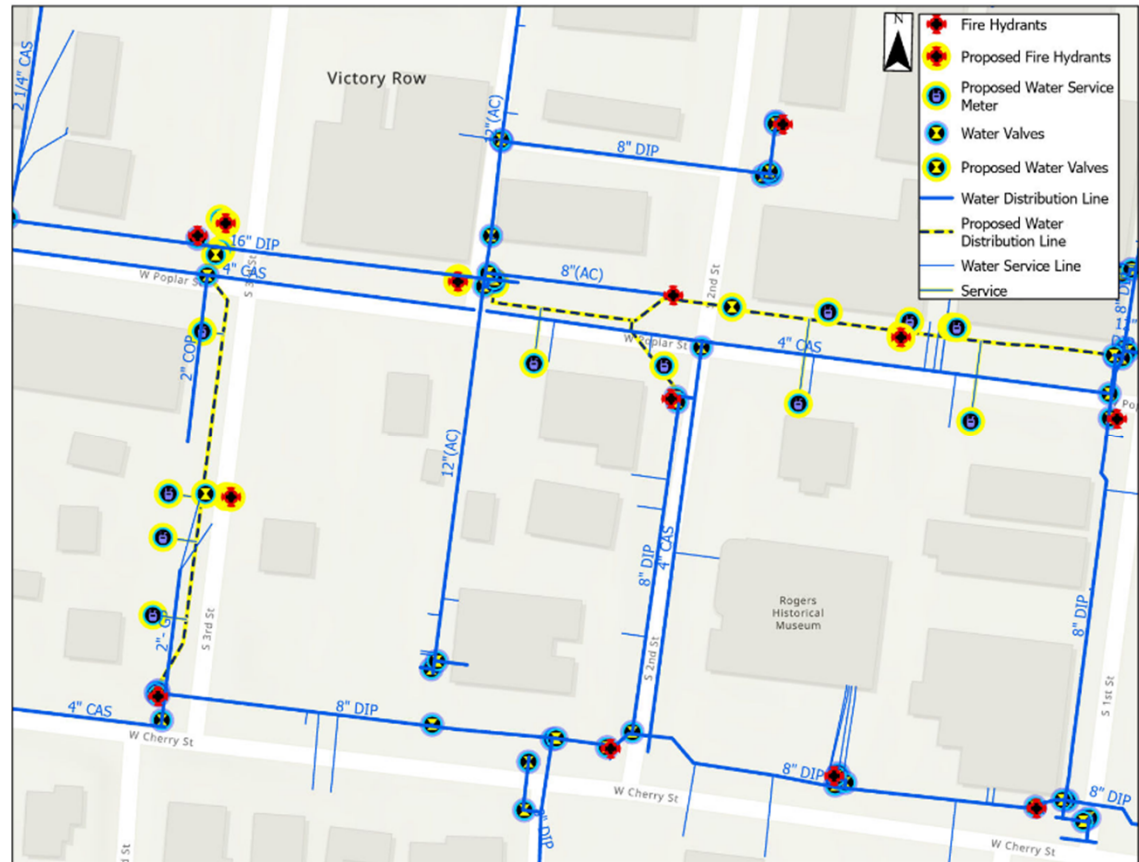
GIS Updates – Future Capital Improvement Projects

Adding proposed assets to GIS with existing assets allows viewing of system enhancements and expansion and how the two will interact. This gives insights into infrastructure corridors and how the overall system could operate.

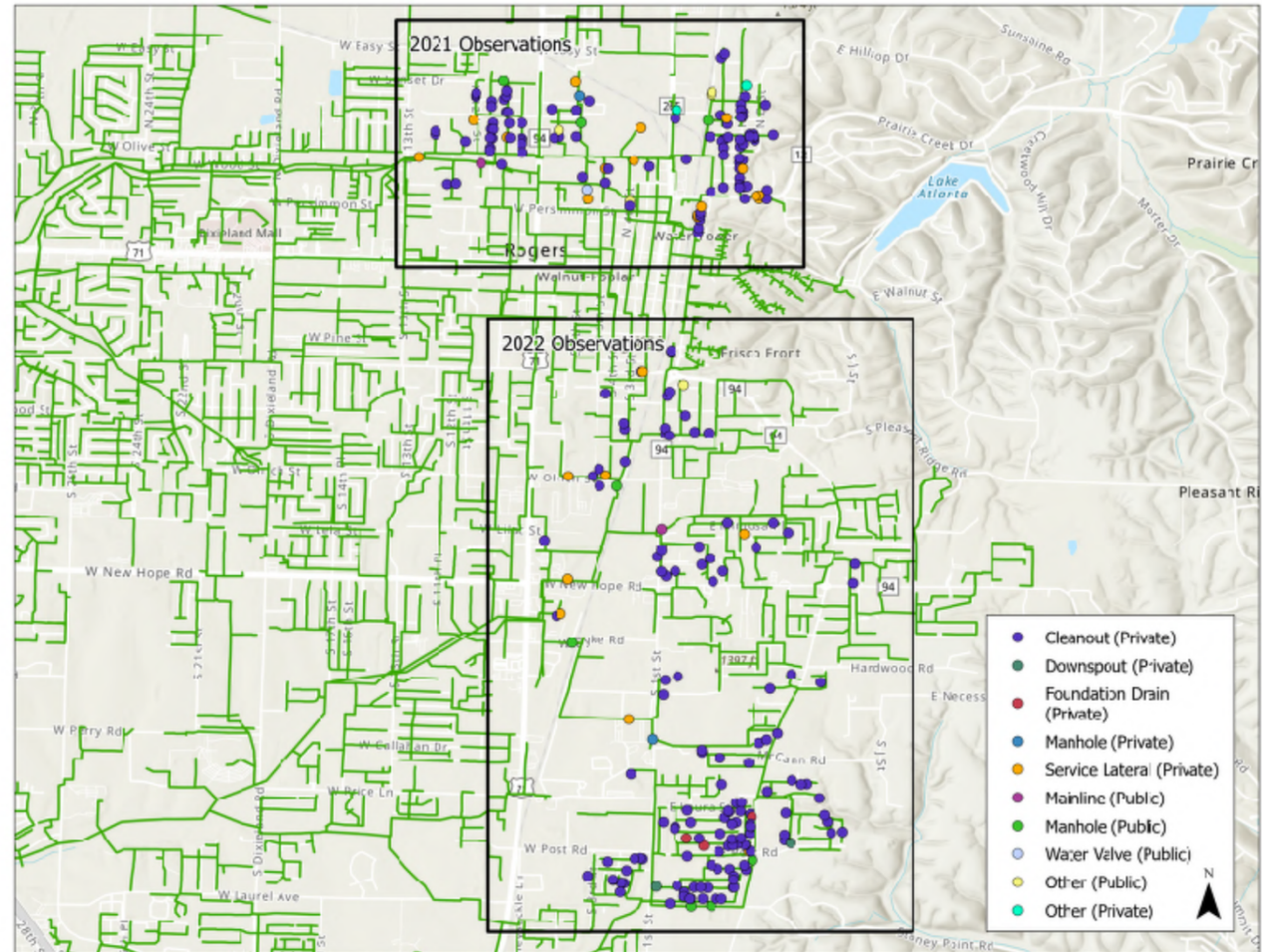


At a closer scale proposed assets give RWU staff knowledge of upcoming infrastructure changes.

A limited version of our maps will be made available to the public with these features.



Sewer smoke testing results have been mapped in GIS. This allows field operations to assign work orders to inspect deficiencies.



All meter locations are being mapped and assigned addresses, then compared with the Tyler account database to ensure that accounts and physical meter locations are in sync.



Completed RWU Reviews Detail for February, 2025

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	Popeyes - 2525 W. Walnut St. - Tornado Repairs	2325 W WALNUT ST	2/6/2025 8:10:33AM
Commercial Plan Review	Vet clinic	1708 S PROMENADE BLVD	2/5/2025 9:09:17AM
Commercial Plan Review	Trinity Grace Addition	5845 S BELLVIEW RD	2/4/2025 9:03:43AM
Commercial Plan Review	Hull Dermatology	597 S HORSEBARN RD	2/11/2025 8:39:28AM
Commercial Plan Review	5204 W Village Parkway Suites 9-10	5204 W VILLAGE PKWY, #10	2/6/2025 9:00:55AM
Commercial Plan Review	Premier Nutrition TI	5414 W PINNACLE POINTE DR #501	2/5/2025 9:37:48AM
Commercial Plan Review	christina@millerfencellc.com	104 N 24TH ST	2/5/2025 9:39:11AM
Commercial Plan Review	Hera Nails	5400 S PINNACLE HILLS PKWY ste 102	2/6/2025 3:38:32PM
Commercial Plan Review	Landers Toyota	411 S METRO PKWY	2/10/2025 2:12:29PM
Commercial Plan Review	Georges OMP WWTP	696 W Easy St	2/21/2025 1:26:19PM
Commercial Plan Review	Bonchon Korean Fried Chicken	4204 W GREEN ACRES RD ste 140	2/6/2025 11:05:52AM
Commercial Plan Review	Fastenal remodel	1400 W Hudson Rd	2/10/2025 2:25:00PM
Commercial Plan Review	Trinity Grace Addition	5845 S BELLVIEW RD	2/7/2025 12:53:07PM
Commercial Plan Review	Arvest Bank Rogers Downtown ATM-LT	201 W WALNUT ST	2/14/2025 8:55:33AM
Commercial Plan Review	The Heights at Magnolia Farms - (Bldg Type I)	4101 W Sycamore St	2/13/2025 2:02:11PM
Commercial Plan Review	The Heights at Magnolia Farms - (Bldg Type II)	4251 S 42nd St	2/13/2025 2:07:32PM
Commercial Plan Review	The Heights at Magnolia Farms - (Bldg Type II-ANSI)	4102 W Pine St	2/13/2025 2:35:53PM
Commercial Plan Review	The Heights at Magnolia Farms - (Dumpster Enclosure)	4102 W Elk Lodge St	2/13/2025 1:56:02PM
Commercial Plan Review	Aristotle lab	101 E CHESTNUT ST ste 1	2/10/2025 2:56:43PM
Commercial Plan Review	Shell	4202 W NEW HOPE RD	2/10/2025 4:11:27PM
Commercial Plan Review	Mountain Mike's Pizza Finish-Out	4202 W NEW HOPE RD #102	2/11/2025 8:41:29AM
Commercial Plan Review	Beyond Wellness Rogers	4100 W OAK ST	2/13/2025 3:34:46PM
Commercial Plan Review	TJ Maxx	2203 S PROMENADE BLVD STE 8195	2/14/2025 8:25:38AM
Commercial Plan Review	Noodles & Company Finish-Out	4202 W NEW HOPE RD #101	2/11/2025 8:56:38AM
Commercial Plan Review	New Nexus Group Expansion	3350 S PINNACLE HILLS PKWY STE 201	2/11/2025 8:23:20AM
Commercial Plan Review	Embassy Suites Rogers - EV Charger Installation	3303 S PINNACLE HILLS PKWY	2/12/2025 2:31:01PM
Commercial Plan Review	RPS IT Building Remodel	715 W EASY ST	2/18/2025 12:33:15PM
Commercial Plan Review	Walmart	1819 S 8TH ST	2/18/2025 12:41:35PM
Commercial Plan Review	Premier Nutrition TI	5414 W PINNACLE POINTE DR #501	2/18/2025 12:29:42PM
Commercial Plan Review	Walmart #3654 - HALO	808 W WALNUT ST	2/21/2025 2:34:51PM
Commercial Plan Review	HFG TOWER ONE SUITE 404 TENANT IMPROVEMENTS	5417 W PINNACLE POINTE DR ste 404	2/24/2025 2:48:08PM
Commercial Plan Review	build@hangarconcepts.com	11 W CASS HOUGH DR	2/26/2025 9:23:27AM
Commercial Plan Review	Innisfree Building E restoration	300 S Innisfree Cir Bldg E	2/27/2025 8:12:26AM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	Laundry Garage	102 N 24TH ST	2/27/2025 8:07:40AM
Commercial Plan Review	Innisfree Building D restoration	300 S Innisfree Cir Bldg D	2/27/2025 8:12:59AM
Commercial Plan Review	Embassy Suites Rogers - EV Charger Installation	3303 S PINNACLE HILLS PKWY	2/25/2025 8:28:08AM
Commercial Plan Review	Aristotle lab	101 E CHESTNUT ST ste 1	2/25/2025 8:40:53AM
Commercial Plan Review		535 N 46TH ST	2/25/2025 11:49:39AM
Commercial Plan Review	Canopy	2555 S 26TH ST	2/25/2025 10:10:41AM
Commercial Plan Review	Fox Trail Distillery. Building "B"	2123 S BELLVIEW RD	2/26/2025 10:00:58AM
Commercial Plan Review	Mercy NWA Rogers Fluoroscopy	2710 S RIFE MEDICAL LN ste 2273	2/26/2025 10:13:44AM
Commercial Plan Review	Bluebird Group Expansion	3201 S MARKET ST STE 102	2/26/2025 1:02:20PM
Commercial Plan Review	Pinnacle Auto Club	2105 S 31st St #101	2/26/2025 12:52:59PM
Commercial Plan Review	Sugar Llamas	719 W WALNUT ST ste 105	2/27/2025 8:59:04AM
Commercial Plan Review	Mobile Health Unit	1115 W POPLAR ST	2/27/2025 8:47:30AM
Commercial Plan Review	Sports Academy	4129 S 26TH ST	2/28/2025 8:25:49AM
Commercial Plan Review	Remodel	209 W ELM ST	2/27/2025 2:39:33PM
Commercial Plan Review	New Nexus Group Expansion	3350 S PINNACLE HILLS PKWY STE 201	2/28/2025 8:49:55AM
Sign Permit	Rogers Public Schools _ IT Building	715 W EASY ST	2/7/2025 1:02:43PM
Sign Permit	Maverik-New Hope Monument	1701 W NEW HOPE RD	2/7/2025 1:09:50PM
Sign Permit	AmeRecon Security Office	224 S 8TH ST	2/7/2025 11:36:07AM
Sign Permit	Maverick - Monument	101 W NEW HOPE RD	2/12/2025 2:08:55PM
Sign Permit	Preformed Line Products	2740 S 1ST ST	2/12/2025 10:35:01AM
Sign Permit	Birch Law Firm	2879 W WALNUT ST	2/12/2025 2:10:24PM
Sign Permit	f45 Channel Letters	2877 W WALNUT ST	2/12/2025 11:03:30AM
Sign Permit	Maverik 5381 Wall Signs	101 W NEW HOPE RD	2/12/2025 2:12:55PM
Sign Permit	First Street Flats	500 N 1ST ST	2/12/2025 2:19:00PM
Sign Permit	Maverik 5157 - Monument & Wall Signs	2400 W HUDSON RD	2/12/2025 2:16:41PM
Sign Permit	Maverik 5421 Wall Signs	2894 W WALNUT ST	2/12/2025 2:18:02PM
Sign Permit	Work NWA Channel Letter	2879 W WALNUT ST	2/12/2025 12:15:35PM
Sign Permit	Prime IV	2012 S PROMENADE BLVD	2/12/2025 2:21:13PM
Sign Permit	Eagle Redi-Mix FCOs	2503 N 24TH ST	2/12/2025 2:22:49PM
Sign Permit	AmeRecon Security Office	224 S 8TH ST	2/12/2025 2:25:00PM
Sign Permit	Maverick - Monument	101 W NEW HOPE RD	2/13/2025 10:35:43AM
Sign Permit	Treasures and Beyond, LLC	1636 S 8TH ST, ROGERS, ROGERS	2/14/2025 1:21:48PM
Sign Permit	Preformed Line Products	2740 S 1ST ST	2/18/2025 11:44:56AM
Sign Permit	Variety Insurance	1203 W NEW HOPE RD	2/24/2025 8:04:20AM
Sign Permit	Everett Infiniti	400 S 47TH ST	2/21/2025 10:57:24AM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Sign Permit	Popeyes Additional Sign - East Elevation	2325 W WALNUT ST	2/21/2025 10:58:55AM
Sign Permit	Center Point Church	4052 S HONEYSUCKLE LN	2/24/2025 8:01:20AM
Sign Permit	f45 Channel Letters	2877 W WALNUT ST	2/21/2025 2:48:44PM
Sign Permit	Kids SPOT	401 S 8TH ST	2/24/2025 7:54:07AM
Sign Permit	Cronut Donut Wall Cabinet- JJ	1313 W WALNUT ST	2/24/2025 7:54:45AM
Sign Permit	Artists of NWA	300 N. 2nd St.	2/25/2025 8:16:16AM
Sign Permit	Work NWA Channel Letter	2879 W WALNUT ST	2/25/2025 10:11:40AM
Sign Permit	Meadow Brook Entrance	6114 S 40TH PL	2/28/2025 2:58:18PM
Sign Permit	Preformed Line Products	2740 S 1ST ST	2/26/2025 12:55:28PM
Sign Permit	Parlor Doughnuts	5400 S PINNACLE HILLS PKWY	2/27/2025 8:03:18AM
Sign Permit	Rogers Public Schools_Rogers Alternative Education Program	120 S 5TH ST	2/27/2025 8:01:54AM
Large Scale Development	Villas on Turtle Creek	Rogers AR	2/12/2025 8:51:59AM
Large Scale Development	SOHO	S CHAMPIONS DR	2/5/2025 12:01:46PM
Large Scale Development	Olive Nature School	2143 W OLIVE ST, ROGERS, AR 72756	2/5/2025 10:35:42AM
Large Scale Development	Blue Ember Smokehouse	1723 W PLEASANT GROVE RD	2/6/2025 8:52:52AM
Large Scale Development	Willow Creek Apartments		2/14/2025 10:51:31AM
Large Scale Development	SOHO	S CHAMPIONS DR	2/18/2025 10:16:45AM
Large Scale Development	Olive Nature School	2143 W OLIVE ST, ROGERS, AR 72756	2/14/2025 2:48:23PM
Large Scale Development	Family Storage Phase 2	02-22425-000	2/13/2025 4:25:26PM
Large Scale Development	Pinnacle Auto (Pinnacle Collector Suites)	02-01694-035	2/18/2025 10:22:49AM
Large Scale Development	Promenade Medical Plaza Phase 1 LSD	901 S. Promenade Blvd.	2/25/2025 11:34:58AM
Large Scale Development	PROPOSED EVERETT INFINITY FACILITY	W Poplar St., 72758	2/21/2025 4:24:18PM
Large Scale Development	Cell Site Modification Small-scale Development - backup gener	1707 1st S	2/24/2025 3:56:04PM
Large Scale Development	Mathis Brothers Furniture Store	Pleasant Crossing	2/28/2025 10:36:47AM
Large Scale Development	Pleasant Crossing Retail	S PLEASANT CROSSING BLVD	2/28/2025 9:36:40AM
Large Scale Development	22nd Street Business Park	N 23RD ST	2/28/2025 9:48:42AM
Large Scale Development	Family Storage Phase 2	02-22425-000	2/28/2025 1:09:52PM
Large Scale Development	WoodSpring Suites	02-16155-003	2/28/2025 1:46:36PM
Subdivision Final Plat	Meadow Brook Phase II	S BELLVIEW RD	2/4/2025 8:32:07AM
Subdivision Final Plat	Dodson Pointe Apartments Easement Plat	6000 W STONEY CREEK DR	2/10/2025 2:20:20PM
Subdivision Final Plat	The Grove Phase I, Lots 3-5, Easement Plat	1755 W PLEASANT GROVE RD	2/5/2025 9:42:53AM
Subdivision Final Plat	Saddle Hill Estates	13139 Campbell Ln	2/5/2025 1:16:58PM
Subdivision Final Plat	Buck Lot Combination	13429 E AR 12 HWY	2/7/2025 9:58:50AM
Subdivision Final Plat	Taylor Subdivision Final Plat	2460 S 26TH ST	2/7/2025 2:13:27PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Subdivision Final Plat	Frakes	5537 S BELLVIEW RD	2/14/2025 8:41:55AM
Subdivision Final Plat	Townhomes at Scottsdale Final Plat	W OLIVE ST	2/7/2025 2:53:04PM
Subdivision Final Plat	Meadow Brook Phase II	S BELLVIEW RD	2/21/2025 1:42:15PM
Subdivision Final Plat	McGowan Subdivision	3210 S BLUE HILL RD	2/24/2025 10:56:51AM
Subdivision Final Plat	Frakes	5537 S BELLVIEW RD	2/24/2025 12:58:58PM
Subdivision Final Plat	Hillcrest Addition Revised, Block 16, Lot 9A	1205 W MULBERRY ST	2/28/2025 2:14:00PM
Subdivision Final Plat	1203 N 35th St Easement Reduction	1203 N 35TH ST	2/28/2025 8:40:20AM
Site Development Plan	Marque Townhomes	2101 S 31ST ST	2/11/2025 11:15:45AM
Site Development Plan	Las Palmas Restaurant	200 W POPLAR ST	2/6/2025 11:24:15AM
Site Development Plan	Fire Station #4 & Olive Street Park	2424 W OLIVE ST	2/13/2025 2:01:28PM
Site Development Plan	Pinnacle Chiropractic & Family Wellness Clinic	S 52ND ST	2/6/2025 2:08:39PM
Site Development Plan	Arvest Bank - Downtown	110 N 2ND ST	2/10/2025 8:23:44AM
Site Development Plan	Onyx Coffee Warehouse	1510 W EASY ST	2/13/2025 9:20:37AM
Site Development Plan	Dixieland and Olive	2127 W OLIVE ST	2/13/2025 2:56:21PM
Site Development Plan	Gall Flex Space	1255 N 13TH ST	2/28/2025 1:29:43PM
Site Development Plan	The Grove Retail	1771 W PLEASANT GROVE RD	2/28/2025 1:46:33PM
Site Development Plan	Marque Townhomes	2101 S 31ST ST	2/25/2025 10:00:35AM
Site Development Plan	Freddy's Frozen Custard & Steakburgers, Pleasant Grove		2/28/2025 10:13:07AM
Com.Fire Systems Fire Sprinklr Undergrr	Fox Trail Distillery Phase IV Building B	2123 S BELLVIEW RD	2/5/2025 11:10:21AM
Com.Fire Systems Fire Sprinklr Undergrr	Fox Trail Distillery Phase IV Building B	2123 S BELLVIEW RD	2/10/2025 8:14:26AM
Com.Fire Systems Fire Sprinklr Undergrr	THE GROVE RETAIL - UNDERGROUND	1787 W PLEASANT GROVE RD	2/13/2025 11:13:05AM
Com.Fire Systems Fire Sprinklr Undergrr	Trinity Grace Church	5845 S BELLVIEW RD	2/18/2025 8:33:42AM
Com.Fire Systems Fire Sprinklr Undergrr	Fox Trail Distillery Phase IV Building B	2123 S BELLVIEW RD	2/18/2025 11:11:06AM
Com.Fire Systems Fire Sprinklr Undergrr	Honeysuckle Building	3800 S HONEYSUCKLE LN	2/25/2025 8:06:07AM
Com.Fire Systems Fire Sprinklr Undergrr	THE GROVE RETAIL - UNDERGROUND	1787 W PLEASANT GROVE RD	2/27/2025 11:05:32AM
Land Disturbance	Jorgensen's Home	1410 N CRESTVIEW RD	2/11/2025 9:23:48AM
Land Disturbance	SPARGO, KELLY- 22784/22794	1713 W MADISON DR, ROGERS, ROGERS	2/12/2025 8:06:14AM
Land Disturbance	Academy Sports Outlot Retail	S 26TH ST	2/13/2025 11:50:25AM
Land Disturbance	SOHO Grading Permit	4901 S CHAMPIONS DR	2/14/2025 4:03:28PM
Land Disturbance	The District Mixed Use Phase 2	S JB HUNT DR	2/21/2025 2:30:00PM
Land Disturbance	Fox Trail Distillery Phase 4	2123 S BELLVIEW RD	2/25/2025 10:49:02AM
Land Disturbance	Greer Lingle Phase 3	901 N 13TH ST	2/14/2025 3:52:39PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
UDC Public Improvement Plan	Hebron Creek		2/6/2025 3:54:31PM
UDC Public Improvement Plan	Pinnacle Chiropractic & Family Wellness Clinic	S 52ND ST	2/6/2025 11:54:36AM
UDC Public Improvement Plan	ROG WAC Hangar Phase 2	7 W HAMMERSCHMIDT DR	2/7/2025 11:01:24AM
UDC Public Improvement Plan	Onyx Coffee Warehouse	1510 W EASY ST	2/13/2025 3:41:22PM
UDC Public Improvement Plan	Pleasant Grove	S DIXIELAND RD	2/28/2025 4:05:20PM
UDC Public Improvement Plan	Hebron Creek		2/26/2025 8:15:16AM
UDC Public Improvement Plan	Drop Yard NWA	2611 W HUDSON RD	2/27/2025 2:59:50PM
Subdivision Preliminary Plat	Taylor Subdivision	2460 S 26TH ST	2/3/2025 7:38:09AM
Subdivision Preliminary Plat	Bellview Development	5320 S BELLVIEW RD	2/5/2025 9:49:07AM
Subdivision Preliminary Plat	Olympus	4199 W NEW HOPE RD	2/5/2025 10:08:41AM
Subdivision Preliminary Plat	Meadow Brooke PH 2 - Preliminary Plat	02-14175-401	2/28/2025 9:01:58AM
Residential Townhome Plan Review	Redstone Reserve Townhomes (1606, 1608, 1610)	1604 S 19th St	2/7/2025 3:21:27PM
Residential Townhome Plan Review	2051 S 31st Street	2051 S 31st St	2/27/2025 9:15:53AM
Minor Subdivision	Duran Split	523 E PEARL ST	2/24/2025 7:49:58AM
RWU	9th Street Water Main Ext	S 9TH	2/25/2025 11:47:56AM

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	6.47	13.66										
Phosphorus 30 Day Mo Avg mg/l	1	0.09	0.18										
Phosphorus Max 7 day Avg mg/l	2	0.12	0.18										
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751												
Total Suspended Solids Mo Avg	15												
Total Suspended Solids 7 day Avg	23												
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	66.7	89.5										
Total Suspended Solids Mo Avg	20	0.9	1.2										
Total Suspended Solids 7 day Avg	30	1.1	2.6										
April	Limits												
Ammonia lbs/day Mo Avg	234												
Ammonia Mo Avg mg/l	2.0												
Ammonia max 7 day Avg mg/l	4.5												
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175												
Ammonia Mo Avg mg/l	1.5												
Ammonia max 7 day Avg mg/l	2.3												
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	<28.61	<26.82										
Ammonia Mo Avg mg/l	3.0	<.4	<.35										
Ammonia max 7 day Avg mg/l	4.5	<.52	<.58										
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168												
CBOD Mo Avg mg/l	10												
CBOD Max 7 day Avg. mg/l	15												
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	145.4	197.9										
CBOD Mo Avg mg/l	15	2.0	2.6										
CBOD Max 7 day Avg. mg/l	23	2.1	3.3										



Monthly Summary of Industrial Pretreatment Activities February 2025

# of industrial control monitoring activities:	0
Industries control monitored:	n/a
# of self monitoring reports processed:	9
# of industrial inspection activities:	0
Industries inspected:	n/a
# of short site visits:	1
Industries visited:	Tyson Chicken Quick
# of Notices of Violation:	2
Notices of Violation:	Ozark Mt Poultry – CBOD loading, Kennametal – Nickel

Surcharges January 2025 issued in February 2025

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	3.949178	26.6	0.00	790.0	2,526.33	16.57	36.13	15.91	1,992.23	4,554.69
SE Poultry	2.482489	63.8	0.00	507.8	828.45	13.75	0.00	5.47	154.29	982.74
Tyson CNQ	3.318550	199.5	0.00	354.5	555.89	2.50	0.00	4.11	14.76	570.65
Tyson of Rogers	6.518401	28.0	0.00	124.7	0.00	55.6	1,546.27	0.71	0.00	1,546.27
WestRock	0.059000	31.5	0.00	750.0	35.18	11.90	0.00	0.40	0.00	35.18
Sum \$										7,689.53

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 \$98,335.27 (User data submitted for seven months).

Ozark Mt Poultry was issued a Notice of Violation for going over the monthly average limit for CBOD loading. Their current system is inadequate and they are making plans to build a new pretreatment system. OMP has violations for CBOD loading for eight consecutive months and remains classified as Significantly Non-compliant since October. They are still having to revise and resubmit plans to the City for the new system.

Kennametal was issued a Notice of Violation for daily max nickel loading. Kennametal stated the cause of the elevated nickel levels is unclear. All sources of nickel at the facility were investigated and no definite cause was identified. A second sample collected at the end of the month was very low in nickel.

Tyson Chicken Quick has to replace their flow meter and they plan on replacing the flow weir plate soon. They also plan on replacing one of their aeration tanks this summer. They will be replacing the older 150,000 gallon tank.

Pretreatment data for calendar year 2024 was compiled and reviewed in order to complete the annual 2024 pretreatment status report. The report was submitted to Arkansas DEQ on February 4th.

Report prepared by Paul Burns, Pretreatment Coordinator



FOG Inspection Report Monthly Summary for February 2025

- 19 known pumping services occurred this month. The weather slowed all the pumpers down.
- My inspections were also fewer than originally planned due to the weather and our offices being closed.
- I inspected all the Walmart's this month. I had to adjust a couple of their pumping frequencies. Besides that, everything looked normal.
- One of the establishments that was having issues in January is back to a normal level, but the outlet tee is still blocked. They have asked the plumbers to come back out and remediate that issue.
- Another location should be addressing their interceptor and lines at the end of February, again the weather interfered with their original schedule. I hope to inspect that location and verify its functioning normally by the 1st week of March.
- The 3rd location that is having issues is at a standstill. The original plumbers and I do not agree that something was installed incorrectly. The contractor over the project is going to have the 3rd party pumpers and jetters come back out to hopefully confirm the issue.
- Another location had to increase their frequency because their interceptor is much smaller than it should be. I will be back to verify that frequency in the future.
- I collected the monthly oil and grease at the pollution control facility.
- All other inspections were normal with nothing to report or correct.

Amber Owens
F.O.G. Inspector
Rogers Pollution Control Facility
(479) 273-7378 Ext. 6554

Pollution Control Facility Significant Events

January 2025

1. Work is continuing on the Solids Handling upgrades.
2. We have competed polymer vendor bidding.
3. We are still waiting for a good time to take down the splitter box for the gate inspection.
4. Checked with NACA on the status of their generator bid and it looks like mid April depending on the progress of their construction.
5. We treated 302.6 MG in January. $31 \times 9 \text{ MGD} = 279 \text{ MG}$. So we treated about 23.6 MG of rainwater. The avg daily flow for the month was 9.8 MGD. These flows included 1.15" of rain over 7 events. The historical average rainfall for January is 2.51".

Feb 18, 2025 Polymer Bid Opening 2:30 PM RPCF

[illegible]

The lowest impact to our costs for the solids process is the Clarifloc C-6266 bid by Polydyne for \$1.36/lb. Staff recommends allowing staff to enter the contract with SNF Polydyne for the proposed polymer and negotiate and approve the final form and content of the contract.




Plant Manager
 Date 3/14/25

RESOLUTION NO. 25-07

A RESOLUTION APPROVING THE SELECTION OF FORVIS MAZARS, LLP TO CONDUCT ANNUAL FINANCIAL AUDITS AND PERFORM OTHER ACCOUNTING SERVICES FOR THE ROGERS WATER UTILITIES; AUTHORIZING THE ENGAGEMENT; AND FOR OTHER PURPOSES.

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

WHEREAS Ark. Code Ann. § 14-234-119 requires that public water systems and public sewer systems obtain an annual financial audit and requires the employment of accountants who are licensed and in good standing with the Arkansas State Board of Public Accountancy; and

WHEREAS RWU issued a Request for Qualifications (RFQ) for a firm to conduct annual audits for the Rogers water system and the Rogers sewer system and to provide other accounting services; and

WHEREAS RWU received statements of qualifications (SOQs) from accounting firms and reviewed the statements in accordance with the requirements of Ark. Code. Ann. § 19-11-801 *et seq.*; and

WHEREAS the accounting firm Forvis Mazars, LLP submitted its SOQ and was ranked by RWU staff as being best-qualified and capable of performing the financial audits and other accounting services.

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

Section 1. The Rogers Waterworks and Sewer Commission (“the Commission”) hereby approves the selection of Forvis Mazars, LLP (“Forvis Mazars”) to perform financial audits of the Rogers Water Department and the Rogers Sewer Department for RWU’s Fiscal Year 2025 and such subsequent years as may be agreed upon by the Rogers Water Utilities (“RWU”) and Forvis Mazars. RWU is authorized to attempt to negotiate an engagement agreement with Forvis Mazars

to conduct the financial audits and provide other accounting services requested by RWU. If such negotiations are successful, the Superintendent of RWU, or his designated representative, is authorized to sign an engagement agreement and other contract documents necessary to engage Forvis Mazars, the final form and content of any agreement or other contract document to be approved by the Superintendent of RWU, his approval being evidenced by his signature thereon, or by the signature of his designated representative.

Section 2. In the event satisfactory prices and other necessary terms and conditions for the contemplated engagement cannot be reached with Forvis Mazars, then RWU shall undertake negotiations with another of the qualified firms selected and proceed further, as necessary, in accordance with Ark. Code. Ann § 19-11-805.

Section 3. In accordance with RWU's customary practice, funds sufficient to pay professional fees and other costs associated with the engagement with Forvis Mazars, or another accounting firm chosen, for services performed in RWU's Fiscal Year 2026 ("FY 2026") will be included in RWU's annual budget for FY 2026, to be presented to the Commission for approval, this procedure to be repeated for the subsequent years of the engagement.

Section 4. Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 5. Repeal of Conflicting Actions and Resolutions- All previous actions and resolutions of the Rogers Waterworks and Sewer Commission, or parts of actions and resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 17th day of March 2025.

Jerry Carmichael, Chairman

ATTEST:

Brent Dobler, Acting Secretary



Additional Work Area

Future Oak ST

MH 028-009

MH 028-008

MH 028-007

8" DIP

S DODSON RD

MH 028-024

MH 028-006

Private: MH
028-073 PV01

8" DIP

MH 028-072

MH 028-030

W WILLOW ST

MH 028-031

MH 028-035

Change Order No. 003

Date of Issuance: December 16, 2024

Effective Contract Date: May 22, 2024

Owner: City of Rogers, Arkansas

Owner's Contract No.: NW-400-56-85068

Contractor: Crossland Heavy Contractors

Contractor's Project No.: 24A09BR

Engineer: Crafton Tull

Engineer's Project No.: 20104500

Project: Oak Street Improvements – Dodson Road to 52nd Street Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order encompasses the construction of a roundabout at the intersection of Oak Street and Dodson Street. It includes the extension of a trail connecting the roundabout to the existing school located south of the roundabout. Select pedestrian crossings will feature raised designs for enhanced safety. Modifications to the existing HAWK signal are included to align with the updated lane configurations. Additionally, landscaped refuge islands will be incorporated at the HAWK signal, and new pavement striping along Dodson Street will be implemented.

Attachments: Change Order 003 Breakdown

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 8,911,173.70	Original Contract Times: Substantial Completion: <u>360</u> Ready for Final Payment: <u>390</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u>001</u> to No. <u>002</u> : \$ 16,910.00	[Increase] [Decrease] from previously approved Change Orders No. <u>001</u> to No. <u>002</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 8,928,083.70	Contract Times prior to this Change Order: Substantial Completion: <u>360</u> Ready for Final Payment: <u>390</u> days
[Increase] [Decrease] of this Change Order: \$ 2,545,805.49	Increase of this Change Order: Substantial Completion: <u>226</u> Ready for Final Payment: <u>226</u> days
Contract Price incorporating this Change Order: \$ 11,473,889.19	Contract Times with all approved Change Orders: Substantial Completion: <u>586</u> Ready for Final Payment: <u>616</u> days

 RECOMMENDED:
 By: Bill Burnett
 Engineer (if required)

 Title: Vice President
 Date: 12/16/2024

 DocuSigned by:
 ACCEPTED:
Greg Hines
 A0695CAF1CB24B3...
 Owner (Authorized Signature)

 Title: Mayor
 Date: 12/18/2024

 ACCEPTED:
 By: Tyler Wilburn
 Contractor (Authorized Signature)

 Title: SR. PROJECT MANAGER
 Date: 12/16/2024

Approved by Funding Agency (if applicable)

 By: _____ Date: _____
 Title: _____

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

 DS
JK

12/18/2024

 DS
JK

12/18/2024

 DS
CW

12/18/2024

ATTACHMENT TO CHANGE ORDER 003



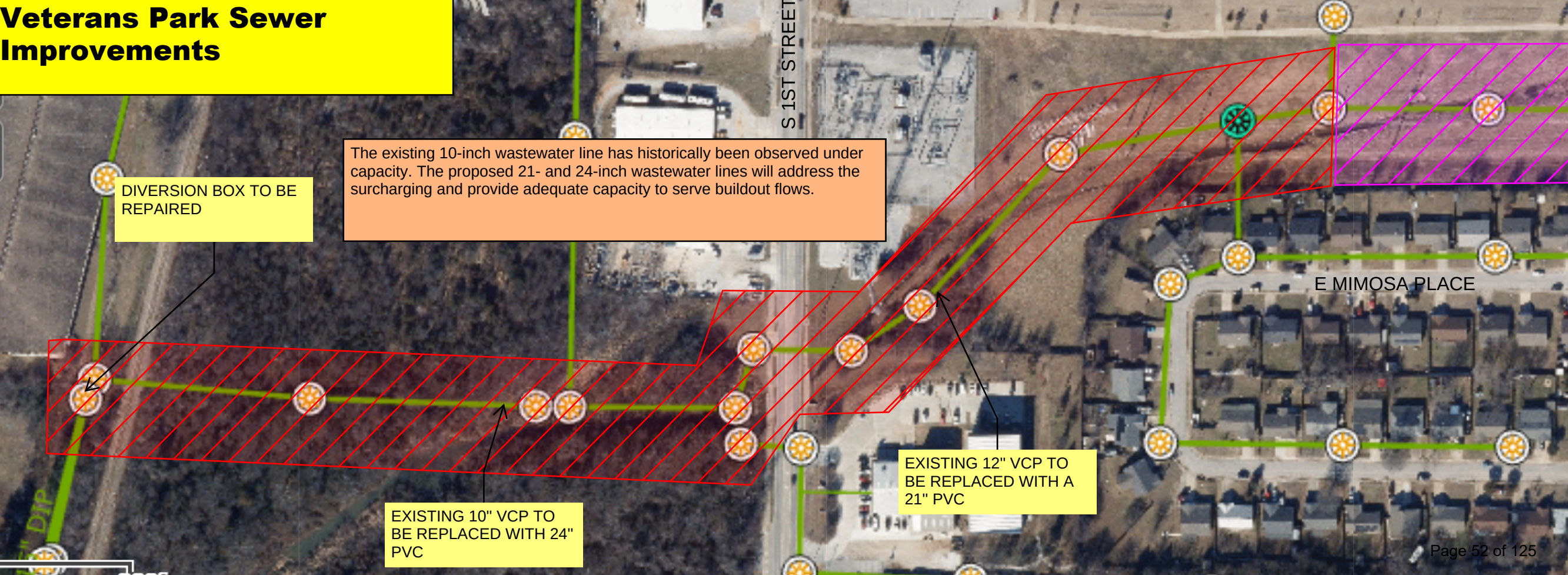
Job No.	20104500
Client:	City of Rogers
Project:	Oak Street - Dodson to 52nd
By:	LJP Date: 12/16/24
Chk.:	Date:

ITEM NO.	SPEC.	ITEM	QTY.	UNIT	UNIT PRICE	COST
1.0	105	Roadway Construction Control	1	LS	\$39,137.00	\$39,137.00
3.0	201	Clearing and Grubbing	1	LS	\$73,377.00	\$73,377.00
4.0	202	Undercut and Backfill	3,697	CY	\$34.00	\$125,698.00
5.0	202	Excavation (Plan Quantity)	5,605	CY	\$14.00	\$78,470.00
6.0	202	Embankment (Plan Quantity)	231	CY	\$26.00	\$6,006.00
7.0	203	Subgrade Preparation (Plan Quantity)	6,288	SY	\$2.00	\$12,576.00
8.0	204	Curb Backfill and Grading	9	STA	\$3,051.00	\$27,459.00
9.0	204	4" Topsoil Placement	6,438	SY	\$6.00	\$38,628.00
10.0	301	18" RCP Class III Within Roadway	216	LF	\$159.00	\$34,344.00
11.0	301	18" RCP Class III Outside Roadway	467	LF	\$144.00	\$67,248.00
16.0	301	48" RCP Class III Outside Roadway (Potential Design Change)	-762	LF	\$264.00	-\$201,168.00
17.0	301	18" RC FES	3	EA	\$1,525.00	\$4,575.00
20.0	301	48" RC FES (Potential Design Change)	-1	EA	\$5,985.00	-\$5,985.00
22.0	302	6" Curb Inlet (Potential Design Change)	-6	EA	\$17,179.00	-\$103,074.00
25.0	302	6" Junction Box (Circular)(Potential Design Change)	-1	EA	\$16,892.00	-\$16,892.00
46.0	503	Aggregate Base Course Driveway	-164	SY	\$24.00	-\$3,936.00
48.0	505	Seeding	1.0	AC	\$8,960.00	\$8,960.00
49.0	505	Sodding	6,311	SY	\$5.00	\$31,555.00
51.0	506	Remove and Replace Mailboxes	2	EA	\$345.00	\$690.00
52.0	507	4" Yellow Trail Striping (Reflectorized Paint)	1,127	LF	\$3.00	\$3,381.00
53.0	507	6" Yellow Striping (Thermoplastic)	5,692	LF	\$3.00	\$17,076.00
55.0	507	12" Stop Lines (Thermoplastic)	-5	LF	\$23.00	-\$115.00
57.0	507	White Bicycle Sharrows Symbols (Thermoplastic)	-20	EA	\$575.00	-\$11,500.00
58.0	507	24" Crosswalks (Thermoplastic)	710	LF	\$34.00	\$24,140.00
59.0	507	24" x 24" Green Elephants Feet (Thermoplastic)	107	EA	\$40.00	\$4,280.00
61.0	507	Bikeway Street Name Markers (Thermoplastic)	6	EA	\$2,303.00	\$13,818.00
62.0	508	Street Sign Installation	51	EA	\$414.00	\$21,114.00
64.0	509	Erosion Control	1	LS	\$34,379.00	\$34,379.00
65.0	510	Traffic Control	1	LS	\$45,500.00	\$45,500.00
66.0	511	Mobilization	1	LS	\$136,805.00	\$136,805.00
70.0	707	1" Non-Metallic Conduit	-2,622	LF	\$20.00	-\$52,440.00
71.0	707	2" Non-Metallic Conduit	4,510	LF	\$35.00	\$157,850.00
74.0	714 & SP	Electrical Conductors-In-Conduit	1	LS	\$132,250.00	\$132,250.00
75.0	SP	Electrical Service Point Assembly	2	EA	\$14,823.00	\$29,646.00
76.0	SP	Street Trees - Ornamental	-4	EA	\$405.00	-\$1,620.00
77.0	SP	Street Trees - Shade	-4	EA	\$455.00	-\$1,820.00
108.0	RWU	8" DI Class 350 Waterline	943	LF	\$122.00	\$115,046.00
109.0	RWU	8"x8" Tapping Sleeve and Valve	1	EA	\$17,036.00	\$17,036.00
110.0	RWU	D.I. Mechanical Joint Fittings	1,274	LBS	\$25.00	\$31,850.00
111.0	RWU	Fire Hydrant Assembly	2	EA	\$11,252.00	\$22,504.00
113.0	RWU	1" Service w/Single 5/8" Meter Set (Far Side of Street)	1	EA	\$4,057.00	\$4,057.00
114.0	RWU	1" Service w/Single 5/8" Meter Set (Near Side of Street)	1	EA	\$2,590.00	\$2,590.00
116.0	RWU	Open Cut Asphalt Street Repair	-25	SY	\$35.00	-\$875.00
117.0	RWU	Remove Existing Fire Hydrant	1	EA	\$1,324.00	\$1,324.00
133.0	RWU	Adjusting Existing Manhole Top to Grade	1	EA	\$5,640.00	\$5,640.00

Oak Street - Dodson to 52nd	
Bid Amount	\$ 570,887.62
Total Amount in Change Order	\$ 199,172.00
Amount of Water Owner's Allowance Used	\$ 25,000.00
Amount of Sewer Owner's Allowance Used	\$ 2,518.00
Change To Contract Total	\$ 171,654.00

Staff recommends approving the Change Order for Oak Street -
Dodson to 52nd in the amount of \$171,654.00

Veterans Park Sewer Improvements



The existing 10-inch wastewater line has historically been observed under capacity. The proposed 21- and 24-inch wastewater lines will address the surcharging and provide adequate capacity to serve buildout flows.

DIVERSION BOX TO BE REPAIRED

EXISTING 10" VCP TO BE REPLACED WITH 24" PVC

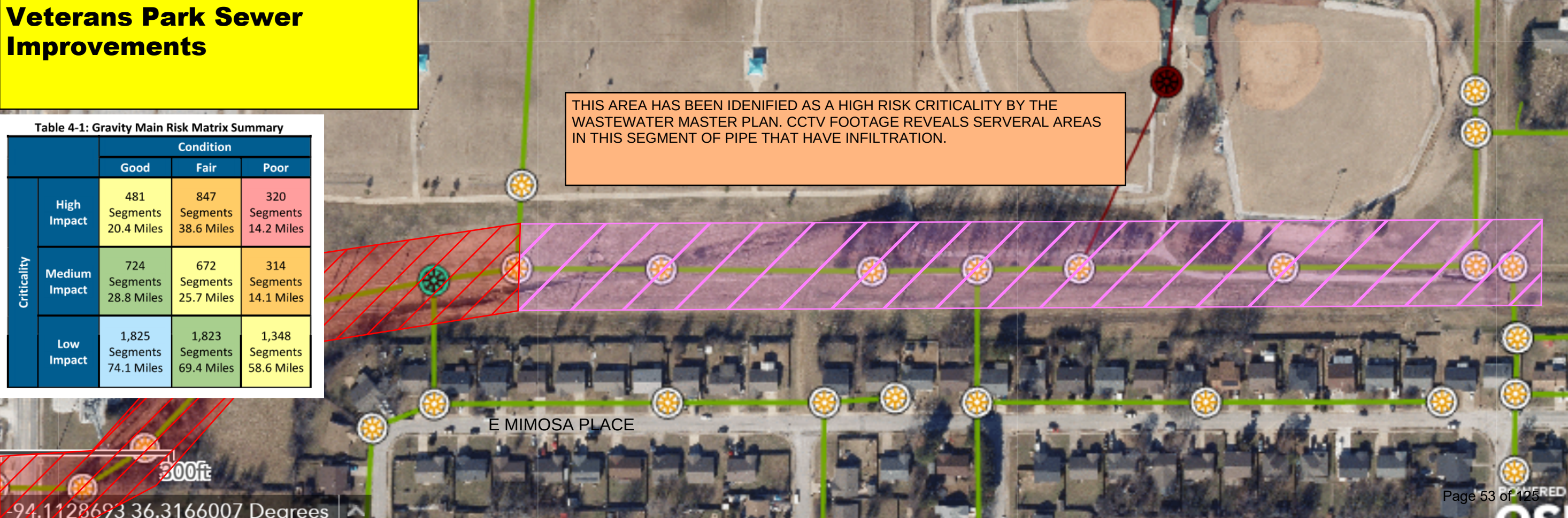
EXISTING 12" VCP TO BE REPLACED WITH A 21" PVC

Veterans Park Sewer Improvements

Table 4-1: Gravity Main Risk Matrix Summary

		Condition		
		Good	Fair	Poor
Criticality	High Impact	481 Segments 20.4 Miles	847 Segments 38.6 Miles	320 Segments 14.2 Miles
	Medium Impact	724 Segments 28.8 Miles	672 Segments 25.7 Miles	314 Segments 14.1 Miles
	Low Impact	1,825 Segments 74.1 Miles	1,823 Segments 69.4 Miles	1,348 Segments 58.6 Miles

THIS AREA HAS BEEN IDENTIFIED AS A HIGH RISK CRITICALITY BY THE WASTEWATER MASTER PLAN. CCTV FOOTAGE REVEALS SEVERAL AREAS IN THIS SEGMENT OF PIPE THAT HAVE INFILTRATION.

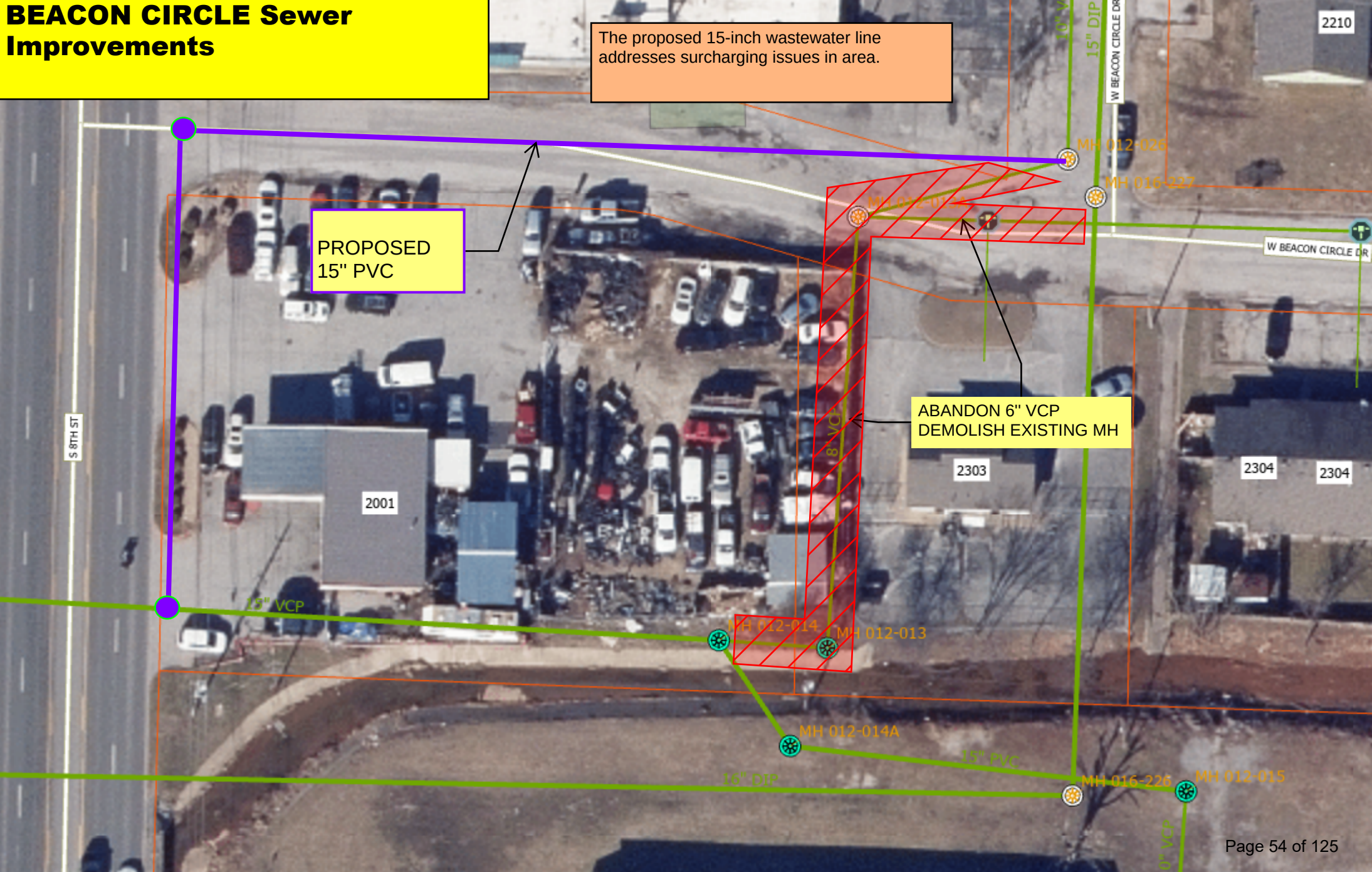


BEACON CIRCLE Sewer Improvements

The proposed 15-inch wastewater line addresses surcharging issues in area.

PROPOSED
15" PVC

ABANDON 6" VCP
DEMOLISH EXISTING MH



Design Consultant Selection

A committee was formed, which included 3 RWU staff, to review SOQ's

Scoring Criteria:

- Specialized experience, technical competence.
- Capacity and capability of the firm to perform within the time limitations fixed for the completion of the project.
- Past record of performance.
- The firm's proximity to and familiarity with the area.

Based on the committee's review of SOQ's, three firms were shortlisted and ultimately Halff was chosen.

Staff requests authorization to enter into an agreement with Halff Engineers for the design of sewer improvements at Veterans Park and Beacon Circle, at an hourly rate not to exceed \$435,500.00
Staff further requests authorization to negotiate the final form and content of the Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services (the "Agreement") is entered into by the **Rogers Water Utilities** a **Municipal Water Supply District** of the State of **Arkansas** ("Client"), duly authorized to act by the **Rogers Waterworks and Sewer Commission** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Halff agree as follows:

- I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.
- II. HALFF'S SERVICES.** Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").
- a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
 - b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.
 - c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.
 - d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.
 - e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
 - f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

- g. **Additional Services and Change Orders.** Any service(s) not specifically listed in the Scope of Services will be considered “Additional Services” and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a “Change Order”), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff’s receipt of payment(s) from Client is not contingent upon Client’s receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client’s timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT’S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client’s representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff’s services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Halff’s services for Client; (iv) make prompt payments in response to Halff’s statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information

and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section VI.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Halff:
Halff Associates, Inc.
Attn: Legal Department
1201 North Bowser Road
Richardson, TX 75081-2275
Telephone: 214-346-6200
With copies to legalhelp@halff.com

To Client:
Rogers Water Utilities
Attn: _____

Tele: _____
Email: _____

VIII. INSURANCE. Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services.

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

IX. DISPUTE RESOLUTION.

- a. "**Dispute**" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Benton County, Arkansas.

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XI below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

- a. **No Individual Liability.** In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

- a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR

UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

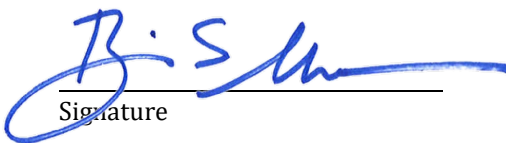
XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XVIII. SIGNATORIES. Client and Halff mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Halff, respectively, has full authority to execute this Agreement and bind the entity so represented.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: ROGERS WATER UTILITIES, Arkansas

By: 
Signature
Brian Maurer, PE
Printed Name
Operations Manager
Title
3/14/2025
Date

By: _____
Signature

Printed Name

Title

Date

**AGREEMENT FOR PROFESSIONAL SERVICES ON
A DEFINED SCOPE OF SERVICES BASIS**

EXHIBIT A - SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Services by and between **ROGERS WATER UTILITIES, Arkansas** ("Client") and **Halff Associates, Inc.** ("Halff") dated _____ (the "Agreement"), Halff shall provide the Scope of Services set forth below to Client in accordance with the Agreement. To the extent this Exhibit A conflicts with the Agreement, the Agreement shall control.

Project Name: Rogers Water Utilities/Veterans Park and Beacon Circle – Gravity Sewer Rehabilitation

AVO: 060691.001

Description of Services: REFER TO ATTACHED – EXHIBIT A

Compensation/Fees/Costs/Reimbursement: REFER TO ATTACHED – EXHIBIT C

Schedule: REFER TO ATTACHED – EXHIBIT B

Deliverables: REFER TO ATTACHED – EXHIBIT A

Service Contacts:

Halff Associates, Inc.

Contact Name: Garrett McMichael, PE

Primary Office Address for Contact: 1465 E. Joyce Blvd., Suite 200, Fayetteville, AR 72703

Telephone: 501-653-7529

Email: GMcMichael@Halff.com

ROGERS WATER UTILITIES

Contact Name: _____

Primary Office Address for Contact: _____

Telephone: _____

Email: _____

Exhibit A – Scope of Services
Veterans Park and Beacon Circle – Gravity Sewer Rehab
Rogers Water Utilities

Rogers Water Utilities (RWU) owns and operates a sanitary sewer collection system within the City of Rogers, Arkansas. Additional capacity is required along an existing gravity sewer line located near the Eastern end of the RWU service area. This line segment will be upsized via replacement and/or trenchless methods, and is described below:

- **Veterans Park**
 - RWU CIP Project Number: 006
 - Start/Stop: MH013-082 to Diversion Box (NE of W Lilac St.)
 - Approx. Quantity:
 - Approx. 2,100 LF of existing 10” line – To be replaced with minimum 21” line
 - Approx. 1,675 LF of existing 12” line – To be replaced with minimum 24” line

In addition to addressing the existing line segment described above, the following items shall be included in the overall design for this Project:

- **Diversion Box Rehabilitation**
 - Location: NE of W Lilac St.
 - Description of Work:
 - Specify rehabilitation measures, point repairs, protective coatings, etc. to restore condition, and improve the service life of the existing diversion box.
 - Eliminate the 18” line downstream of MH 013-070 to the diversion box, and provide separate upstream manholes and inlet lines to the diversion box for the existing 8” line flowing from the North, and for the new 24” line.
- **West Beacon Circle and South 8th Street – Sewer Line Abandonment/Re-Route**
 - Description of Work:
 - Abandon in-place the existing 8” line from MH 012-026 to MH 012-014.
 - Install approx. 430 LF of new 15” line running West from MH 012-026 to S 8th Street, then South to tie into the existing 15” line West of MH 012-014.

The Scope of Services for this Project is divided into six (6) phases, as follows:

- 1) **Surveying Phase Services**, to include Topographical and Boundary Surveys, and Easement Document Preparation. The proposed fee type for this Phase is Lump Sum.
- 2) **Design Engineering Phase Services**, to include Preliminary, Intermediate, and Final Design services, Material, and Construction Specifications. The proposed fee type for this Phase is Lump Sum.
- 3) **Permitting Phase Services**, to include Arkansas Department of Health (ADH) review process, Arkansas Department of Transportation (ArDOT) utility permitting, Floodplain Development and No-Rise permitting, US Army Corps of Engineers (USACE) Nationwide permitting, and Missouri-Arkansas Railroad permitting. The proposed fee type for this Phase is Lump Sum.
- 4) **Construction Engineering and Administrative Phase Services**, to include Bid & Award Services, Construction Administration, and preparation of as-built Plans. The proposed fee type for this Phase is Lump Sum.
- 5) **Subconsultant Services**, to include geotechnical investigation and reporting, and other sub-consultant services, as required. The proposed fee type for this Phase is Cost Plus.
- 6) **Additional Services** that are not explicitly included in this Scope of Work, but may be provided upon request of the Client. A scope and fee for Additional Services may be negotiated on an individual basis.

1. Surveying Services

1.1. Boundary and Topographic Survey, shall include:

- i) Horizontal Control established at locations determined by the survey project manager and survey field crews being based on the City of Rogers Control Monuments at a linear distance of approximately 500 feet.
- ii) Ground level surface topography shall include:
 - (1) All geographic data will be in grid and based upon the City of Rogers control monuments.
 - (2) Approximately 4,205 linear feet of 75' wide corridor topography with road crossings at Highway 71 (South 8th street), Beacon Circle Drive, and Highway 94 (West New Hope Road). The corridor will be acquired in 50' intervals where applicable.
 - (3) Road crossing will include back of curb, gutter, edge of asphalt, and centerline data where applicable.
 - (4) Approximately 500' of cross sections in 50' intervals of tributary adjacent to Arkansas & Missouri Railroad and 1st Street.
 - (5) All above ground appurtenances in corridor will be located.
 - (6) Existing Storm and Sanitary Sewer manholes, inverts, and pipe sizes within corridor will be located.
 - (7) One-call request will be made, and any locate flags will be acquired within corridor.
 - (8) Any buildings within the corridor will be acquired.
- iii) Boundary resolution for up to 16 parcels.
 - (1) Halff will utilize a third-party title company to conduct an easement search for all parcels within scope of work and will show all existing easements and rights-of-way found in the search. The cost for this item is included within the fee for the scope of the contract.
 - (2) Halff will establish parcel boundaries for all parcels within the corridor.
- iv) Deliverable
 - (1) Electronic CADD deliverable in Civil 3D format.
- v) PDF Deliverable in 34x22 size to include the following at minimum:
 - (1) North Arrow
 - (2) Title Bar
 - (3) Title Block
 - (4) General Project Area
 - (5) Control & Benchmark Information
 - (6) Basis of bearing and other necessary geodetic information as determined by the survey project manager.



- (a) Arkansas North Zone (0301) – NAD83
- (b) NAVD88
- (c) GEOID18
- (7) Topographic data to include contour lines.
- (8) Roadway and Street locations with names (if available).

1.2. Easement Development

- i) Easement exhibits and legal descriptions will be provided for acquisition for new easements on up to 16 parcels.
 - (1) Assumed not to exceed a total of 16 easements.
 - (2) It is assumed that Halff is responsible for providing permanent and temporary construction easements for each affected parcel.
- ii) Exhibits will be delivered in PDF format under the following criteria:
 - (1) Size: 8.5x11 or 11x17 as decided by the survey project manager.
 - (2) Contents (at minimum): Property owner name, property owner address, parcel address (if available), visual representation of easement to scale, and legal description.
 - (3) Legal Descriptions will be provided within the PDF exhibit and in a Microsoft Word document.
- iii) Easement negotiations and acquisitions shall be the responsibility of the Client and are **not included** in this Scope of Work.

1.3. Exclusions from Surveying Services:

- i) Setting of boundary corners.
- ii) Boundary plats.
- iii) Construction staking or layout.



2. Design Engineering Phase Services, shall include:

2.1. Design and Project Management

- i) Attend Client kick-off meeting, and document the Client's project parameters in a Project Design Memorandum.
- ii) Conduct an initial project site visit prior to starting the design phase.
- iii) Conduct routine status update meetings with the Client.
 - (1) Halff will conduct up to four (4) routine status update meetings with the Client throughout the duration of the project. These meeting may be held virtually or in-person.
- iv) Conduct Client Design Review Workshops.
 - (1) Halff will conduct two (2) in-person design review workshops to discuss project progress, and gather design related review comments from the Client.
 - (2) One (1) Workshop will be held following delivery of the preliminary (30%) design documents.
 - (3) One (1) Workshop will be held following delivery of the intermediate (60%) design documents.
- v) Provide general project management including preparation of status reports, routine invoicing, quality assurance and quality control (QA/QC) reviews, and general management of the design team including any sub-consultants.

2.2. Preliminary Design (30%)

- i) Prepare 30% design Plans.
- ii) Prepare 30% Technical Specifications.
- iii) Prepare project takeoffs and preliminary opinion of probable construction cost (OPCC).
- iv) Submit the above documents to the Client for review in digital PDF format.

2.3. Intermediate Design (60%)

- i) Prepare 60% design Plans.
- ii) Prepare 60% Technical Specifications.
- iii) Prepare project takeoffs and intermediate OPCC.
- iv) Submit the above documents to the Client for review in digital PDF format.

2.4. Final Design

- i) Prepare 90% design Plans.
- ii) Prepare 90% Technical Specifications.
- iii) Prepare project takeoffs and final OPCC.
- iv) Submit the above documents to the Client for review in digital PDF format.
- v) Halff shall prepare and submit 100% design Plans and technical specifications.



2.5. Contract and Bid Documents

- i) Halff will prepare and submit front-end contract documents necessary for public bid and award for construction. These documents will be submitted to the Client simultaneously with 90% design documents.
 - (1) Front-End and Construction Contract Documents will utilize EJCDC C-990 standard format. Alternatively, the Client may elect to provide a complete template of contract documents to be modified for this Project.
 - (2) It is assumed that this Project will not utilize any form of State or Federal funding, and therefore, will not be subject to additional contracting and recordkeeping requirements including, but not limited to, American Iron and Steel (AIS), Build America Buy America (BABA), Disadvantaged Business Enterprise (DBE), and Davis-Bacon Wage Rate requirements.

3. Permitting Phase Services

The following permits and regulatory approvals will be obtained, as required, for the construction of this Project. Note: all application and review fees required for submittals shall be considered as a reimbursable expense.

3.1. Arkansas Department of Health (ADH) Review and Approval

- i) Upon Client approval of final design Plans and Technical Specifications, Halff will submit design documents to ADH for review and approval.
- ii) Halff will respond to comments and revise design documents, as required, to obtain ADH approval.

3.2. Arkansas Department of Transportation (ArDOT) Utility Permit

- i) Halff will prepare and submit ArDOT Utility Permit application(s) for proposed state highway crossings required for the design.

3.3. Arkansas-Missouri Railroad Permit

- i) A new line crossing bored beneath the Arkansas-Missouri railroad may be required as part of this Project.
- ii) Halff will prepare and submit a Utility Occupancy License application for required railroad crossing(s), as required.

3.4. Floodplain Development Permit

Various sections of the project area are located within the 100-year floodplain as well as the regulatory floodway for Osage Creek. At a minimum, a Floodplain Development Permit will be required for temporary disturbances in the floodplain/floodway due to construction.

- i) Halff will establish base flood elevations (BFEs) within the project area, and prepare and submit a Floodplain Development Permit Application to the Certified Floodplain Manager (CFM) for the City of Rogers.
- ii) Development of a No-Rise Certificate, including hydrologic and/or hydraulic analyses and modeling is **not** included in this Scope of Work. If modeling and/or a No-Rise certificate is deemed required, upon review of the proposed design from the CFM, these services will be provided for an additional fee.

3.5. United States Army Corps of Engineers (USACE) Nationwide Permitting.

Various sections of the Project area are located within Osage Creek and/or its tributaries, which are considered waters of the United States (WOTUS). Impact to WOTUS require permitting under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. It is assumed that construction activities required for this Project will qualify to be covered under Nationwide Permit No. 58. The following scope items are proposed to complete all necessary environmental services for Nationwide No. 58 Permitting under Section 404 of the Clean Water Act:

- i) Conduct wetland delineation for the project area(s) estimated to fall within WOTUS, following USACE 1987 Manual & 2012 Regional Supplement, and provide findings in a wetland delineation report.
- ii) Conduct a Threatened and Endangered Species Assessment, including critical habitat assessment, and summarize findings in a summary report.
- iii) Conduct Cultural Resources Background Review to ensure compliance with Arkansas Historic and Prehistoric Sites Act and Section 106 of NHPA, and summarize findings in a report for AHPP and USACE review.
 - (1) Additional field investigations (if needed) shall be conducted as additional services.
- iv) Prepare a Pre-construction Notification (PCN) for a Nationwide Permit (NWP) No. 58, assuming permanent fill within WOTUS is limited to less than or equal to 0.5 acre. The PCN/NWP submission will include:
 - (1) Permittee details (name, address, contact)
 - (2) Project description (purpose, environmental effects, WOTUS impact)
 - (3) WOTUS delineation data
 - (4) Threatened and endangered species assessment
 - (5) Cultural resources assessment
 - (6) Compensatory mitigation plan (if applicable)
- v) Submit PCN to RWU for review prior to final submission to USACE.
- vi) Exclusions and assumptions to Nationwide Permitting include:
 - (1) Preparation or submittal of documents to support a non-nationwide, standard permit under Section 404 is not included in this Scope.
 - (2) Species-specific surveys that may be required if the proposed work poses potential harm to threatened and endangered species is not included in this Scope.
 - (3) Field surveys will be completed through a two-day deployment using a two-person crew to survey the project area. Delays due to land access, coordination, or weather are not included.

4. Construction Engineering & Administration Phase Services

4.1. Bid & Award, shall include:

- i) Prepare advertisement for Bid.
 - (1) The cost of advertisement shall be a reimbursable expense.
- ii) Distribute plans to prospective bidders, and Maintain a Plan Holders list.
- iii) Attend one (1) Pre-Bid meeting.
- iv) Respond to requests for clarifications, as required.
- v) Prepare Addendums, as required.
- vi) Attend one (1) Bid Opening.
- vii) Prepare and submit certified Bid Tabulation sheets.
- viii) Evaluate bids and provide Project Award Recommendation Memo.
- ix) Prepare Notice of Award document.
- x) Prepare Notice to Proceed documents.

4.2. Construction Administration, shall include:

- i) Conduct One (1) Pre-Construction Meeting.
- ii) Review Contractor's Submittals.
- iii) Review and respond to Requests for Information (RFIs), as required.
- iv) Assist with the interpretation of design Plans and Technical Specifications, as required.
- v) Assist with the preparation of Construction Change Orders, as required.
- vi) Prepare and submit final as-constructed Plan set (as-builts). As-builts will be based upon information obtained by the Client, including, but not limited to, detailed construction notes concerning major construction deviations from the Plans, as well as GPS coordinates of above and below ground installations.

4.3. Construction Inspection and Observation

- i) Full or part-time construction observation and/or inspection of any kind is **not included** within this Scope of Work, but may be added at the request of the Client and billed as hourly services under this Phase.
- ii) Other services, related to Construction Inspection and Observation, **not included** in this Scope of Work, includes:
 - (1) Preparation of routine construction status reports.
 - (2) Conducting routine construction status meetings.
 - (3) Review and/or processing of Contractor Applications for Payment.
 - (4) Performance of final inspections.
 - (5) Engineering oversight of materials testing (i.e. sewer line/manhole leakage tests).

- (6) Preparation of punch lists.
- (7) Issuance of Certificate of Final Completion.
- (8) Monitoring or performance of Commissioning services.
- (9) Field Engineering.

5. Sub-consultant Services

- i) Geotechnical Borings and Analyses may be required for this Project. If required, the services of a geotechnical sub-consultant will be obtained by Halff to complete these services.
 - (1) Note: An estimated fee for geotechnical services, if required, has been provided in Exhibit C – Fee Summary & Hourly Rate Schedule.
- ii) Halff shall be responsible for the management of any sub-consultant services required for this project, including geotechnical services.
- iii) Sub-consultant services are subject to review and approval by the Client prior to contract authorization.
- iv) The Fee for any sub-consultant services shall be billed at cost plus a service charge of 10%.

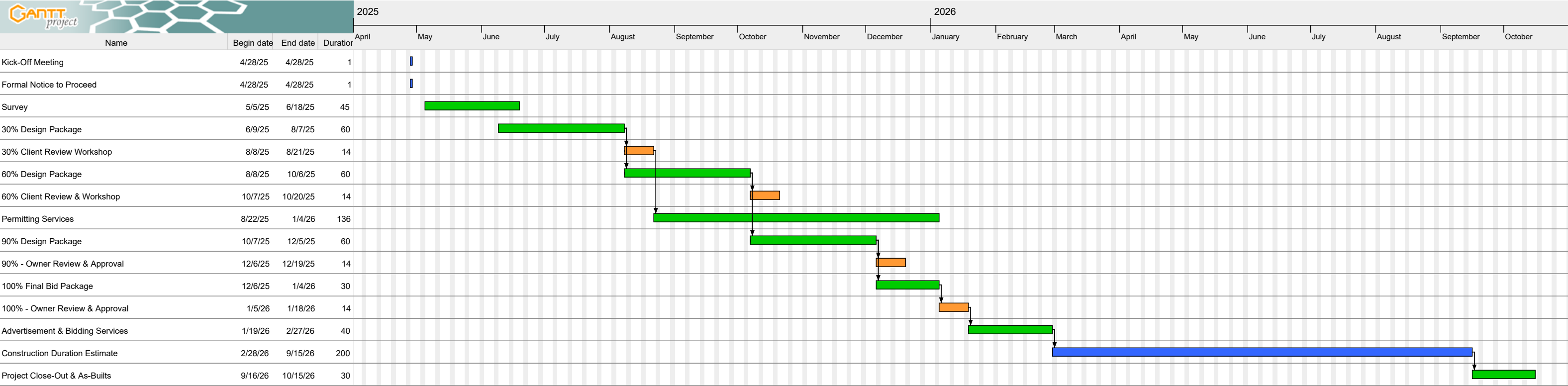
6. Additional Services

- i) The following services are not included in the proposed Scope of Work. The Fee for Additional Services can be negotiated on an individual basis or shall be at the appropriate hourly rate as listed in Exhibit C – Fee Summary & Hourly Rate Schedule. These Additional Services shall include, but not limited to the following:
 - (1) Traffic Control Plan(s)
 - (2) Corrosion Control or Surge Analyses
 - (3) Inflow and Infiltration (I&I) or Flow Monitoring Studies and/or Sewer Modeling
 - (4) Closed Circuit Televising (CCTV)
 - (5) Construction or ROW Stake-Out
 - (6) Easement Negotiations and Acquisitions
 - (7) Full or Part Time Construction Inspection or Observation
 - (8) Additional Permitting Requirements Not Listed Under Phase 3
 - (9) Other Items Not Explicitly Listed Under Phases 1 Through 5

Tasks

Name	Begin date	End date	Duration
Kick-Off Meeting	4/28/25	4/28/25	1
Formal Notice to Proceed	4/28/25	4/28/25	1
Survey	5/5/25	6/18/25	45
30% Design Package	6/9/25	8/7/25	60
30% Client Review Workshop	8/8/25	8/21/25	14
60% Design Package	8/8/25	10/6/25	60
60% Client Review & Workshop	10/7/25	10/20/25	14
Permitting Services	8/22/25	1/4/26	136
90% Design Package	10/7/25	12/5/25	60
90% - Owner Review & Approval	12/6/25	12/19/25	14
100% Final Bid Package	12/6/25	1/4/26	30
100% - Owner Review & Approval	1/5/26	1/18/26	14
Advertisement & Bidding Services	1/19/26	2/27/26	40
Construction Duration Estimate	2/28/26	9/15/26	200
Project Close-Out & As-Builts	9/16/26	10/15/26	30

Gantt Chart





**Exhibit C – Fee Summary & Hourly Rate Schedule
Veterans Park and Beacon Circle – Gravity Sewer Rehab
Rogers Water Utilities**

1. Surveying Phase Services (Phase 1)

The Compensation for Surveying Phase Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$104,700**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion) for Phase 1 Services.

2. Design Engineering Phase Services (Phase 2)

The Compensation for Design Engineering Phase Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$210,500**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion) for Phase 2 Services.

3. Permitting Phase Services (Phase 3)

The Compensation for Permitting Phase Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$66,300**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion) for Phase 3 Services.

4. Construction Engineering and Administrative Phase Services, (Phase 4)

The Compensation for Construction Engineering and Administrative Phase Services as described in Exhibit A – Scope of Services shall be a Lump Sum fee totaling **\$43,000**. This includes all professional services and an estimate of expenses. Invoices will be issued monthly and calculated based on the total amount of work progressed to-date (percent completion) for Phase 4 Services.

5. Subconsultant Services (Phase 5)

The Compensation for Subconsultant Services shall be invoiced at cost plus a service charge of 10%. Invoices will be issued as incurred for Phase 5 Services. A geotechnical investigation may be required for the completion of this Project. The cost for subconsultant geotechnical services indicated in the Fee Summary below is an estimate. The actual subcontracted costs will be billed at actual cost plus ten percent (10%).

6. Additional Services (Phase 6)

Additional Engineering Services, not considered as Phase 1 – 5 services as described in Exhibit A – Scope of Services, will be provided as required and as directed by the Client. Fees for these services may be negotiated on an individual basis or shall be at the appropriate hourly rate as listed in Table 1.

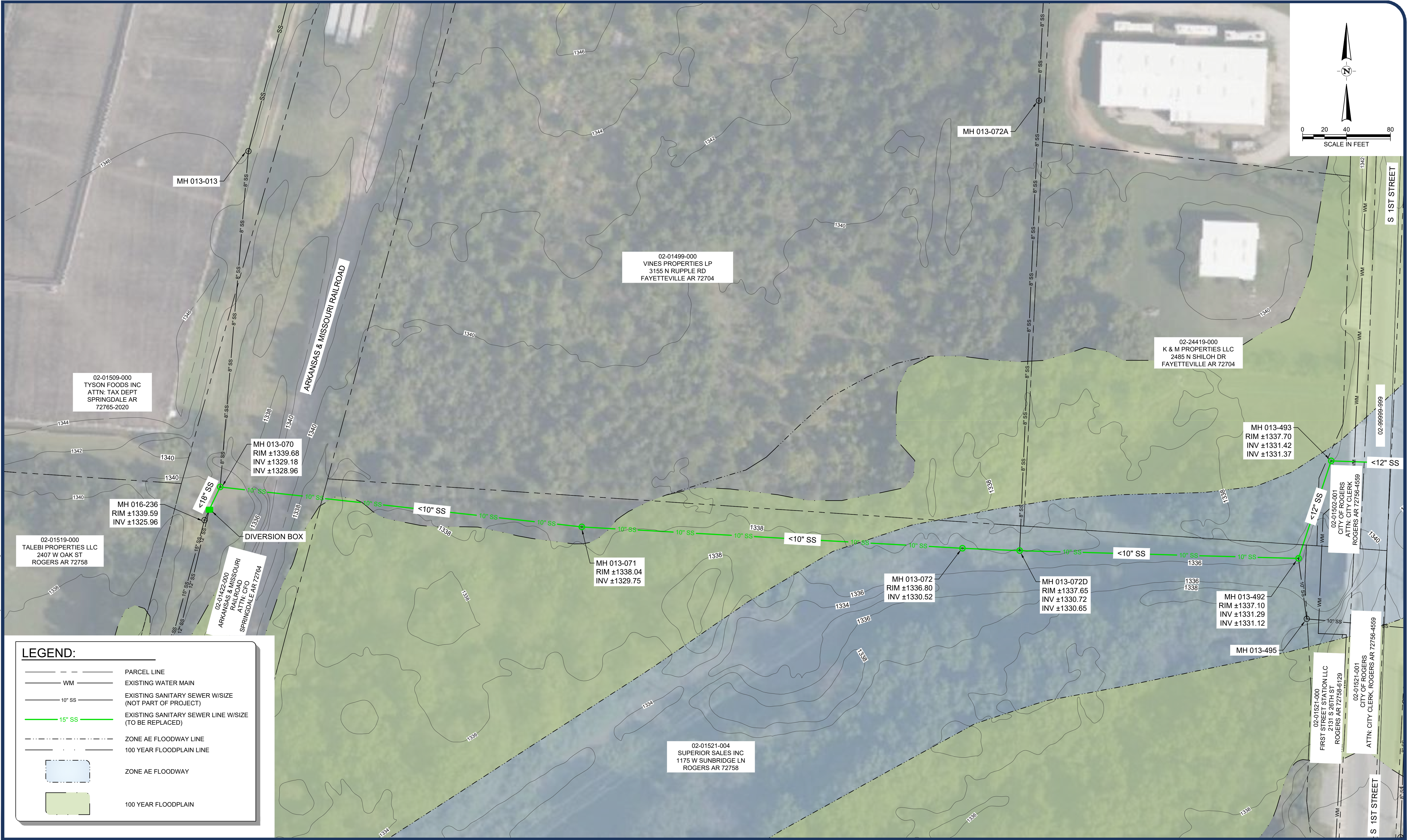
PROPOSED FEE SUMMARY

Phase 1 – Surveying Services	\$ 104,700.00
Phase 2 – Design Engineering Services	\$ 210,500.00
Phase 3 – Permitting Services	\$ 66,300.00
Phase 4 – Construction Engineering & Administrative Services	\$ 43,000.00
Phase 5 – Subconsultant Services (Estimated Geotechnical)	\$ 11,000.00
Total Fee:	\$ 435,500.00

TABLE 1 - HOURLY RATE SCHEDULE		
Position	Min Rate/Hour	Max Rate/Hour
Architect I	106.00	149.00
Architect II	111.00	156.00
Architect III	150.00	210.00
Architect IV	196.00	275.00
Architect V	295.00	415.00
Engineer I	119.00	138.00
Engineer II	135.00	166.00
Engineer III	179.00	224.00
Engineer IV	232.00	267.00
Engineer V	299.00	552.00
Scientist I	96.00	108.00
Scientist II	114.00	145.00
Scientist III	163.00	199.00
Scientist IV	216.00	245.00
Scientist V	275.00	395.00
LA/Planner I	91.00	100.00
LA/Planner II	111.00	136.00
LA/Planner III	153.00	191.00
LA/Planner IV	194.00	241.00
LA/Planner V	245.00	367.00
Surveyor I	100.00	120.00
Surveyor II	126.00	126.00
Surveyor III	149.00	166.00
Surveyor IV	177.00	216.00
Surveyor V	224.00	360.00
Field Tech I	67.00	78.00
Field Tech II	84.00	101.00
Field Tech III	105.00	129.00
Field Tech IV	135.00	158.00
Field Tech V	174.00	241.00
Office Tech I	64.00	83.00
Office Tech II	86.00	109.00
Office Tech III	109.00	131.00
Office Tech IV	135.00	166.00
Office Tech V	185.00	284.00
Administrative I	72.00	79.00
Administrative II	86.00	101.00
Administrative III	108.00	141.00
Administrative IV	139.00	158.00
Administrative V	216.00	440.00
Specialist I	95.00	109.00
Specialist II	121.00	146.00
Specialist III	159.00	199.00
Specialist IV	207.00	232.00
Specialist V	287.00	386.00
CEI Srv I	86.00	108.00
CEI Srv II	95.00	120.00
CEI Srv III	108.00	126.00
CEI Srv IV	138.00	204.00
CEI Srv V	173.00	259.00
Intern	79.00	93.00

Note: Rates are subject to revision annually in June.

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PRELIMINARY EXHIBIT - RWU VETERANS PARK AND BEACON CIRCLE SEWER REHAB

MARCH
2025

SHEET 3 OF 4



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1465 E JOYCE BLVD.
SUITE 200
FAYETTEVILLE, AR 72703
TEL. (479) 485-5100

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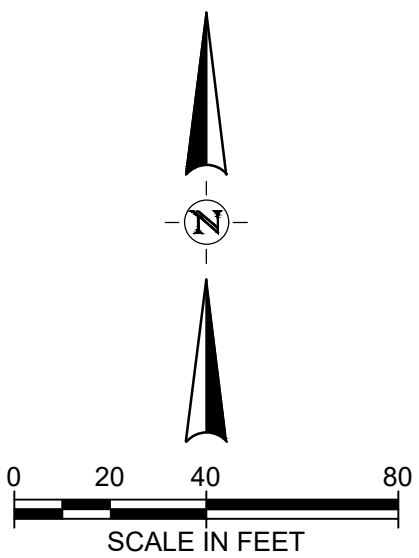
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SITE DATA:

RWU CONSTRUCTION PROJECT #6
THE PROPOSED 21-INCH WASTEWATER LINE BEGINS NORTH OF THE INTERSECTION OF EAST MIMOSA PLACE AND SOUTH F STREET AT MANHOLE 013-082. THE LINE TRAVELS WEST TO MANHOLE 013-262 THEN CONTINUES SOUTHWEST UNTIL REACHING SOUTH 1ST STREET, WHERE IT UPSIZES TO A 24-INCH LINE AND TURNS WEST UNTIL IT REACHES A DIVERSION BOX AT THE RAILROAD RACKS. THE PROPOSED 21- AND 24-INCH LINES WILL REPLACE THE EXISTING 10- AND 12-INCH LINES.

1. PARCEL INFORMATION IS BASED ON BENTON COUNTY GIS DATA
2. TOPOGRAPHY IS BASED ON BENTON COUNTY GIS DATA
3. SANITARY SEWER LINE LOCATIONS AND MANHOLE INFORMATION IS BASED ON RWU GIS DATA
4. WATER LINE LOCATIONS ARE BASED ON RWU GIS DATA
5. APPROXIMATELY 3,793 LF OF SANITARY SEWER LINE WILL BE REPLACED

CONCEPTUAL NOTE:

THE INFORMATION CONTAINED HEREIN IS FOR DISCUSSION PURPOSES ONLY, AND IS SUBJECT TO ADDITIONAL INPUT AND REVIEW.

PRELIMINARY EXHIBIT - RWU VETERANS PARK AND BEACON CIRCLE SEWER REHAB

MARCH
2025

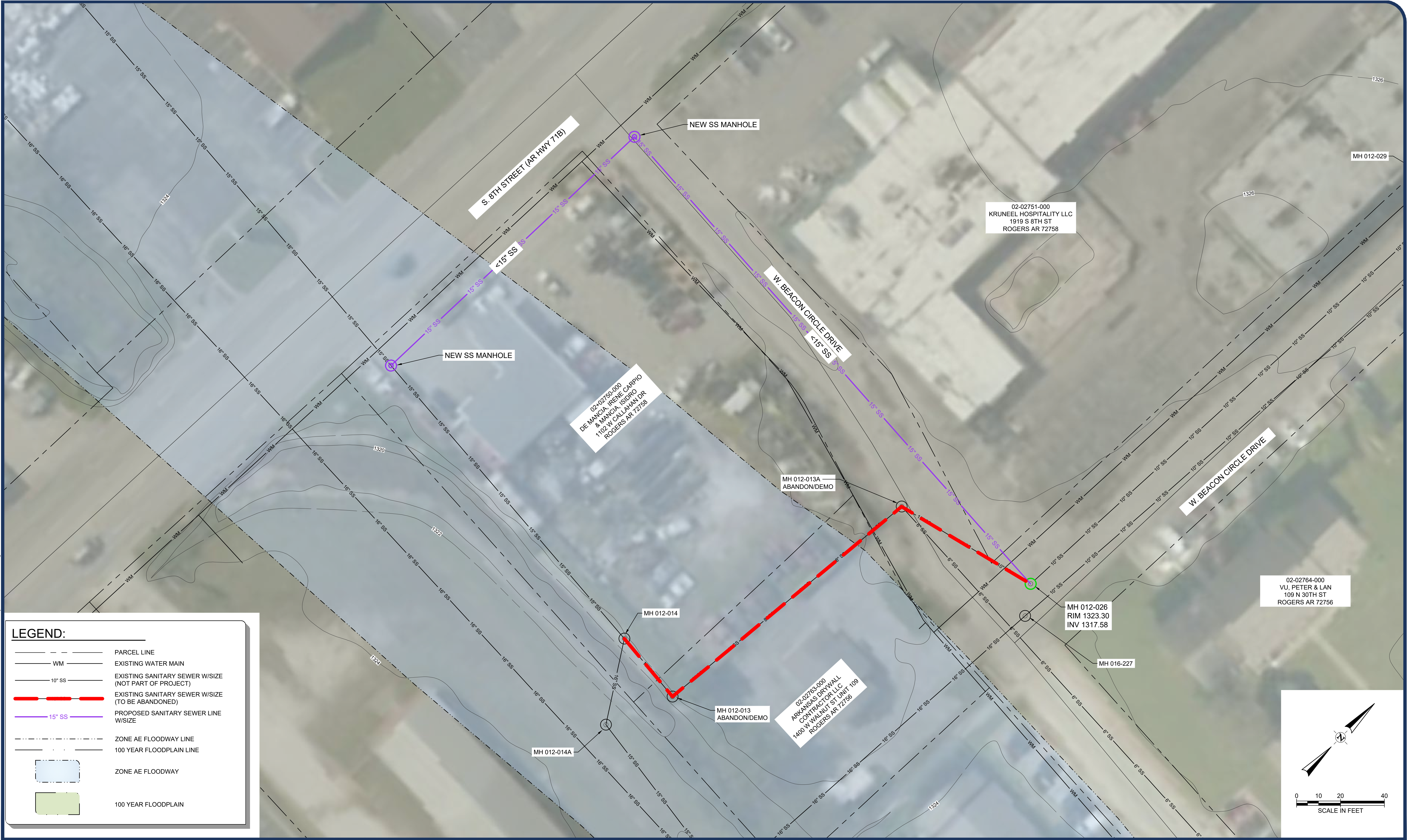
SHEET 4 OF 4



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SUITE 200
FAYETTEVILLE, AR 72703
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MARCH 2025

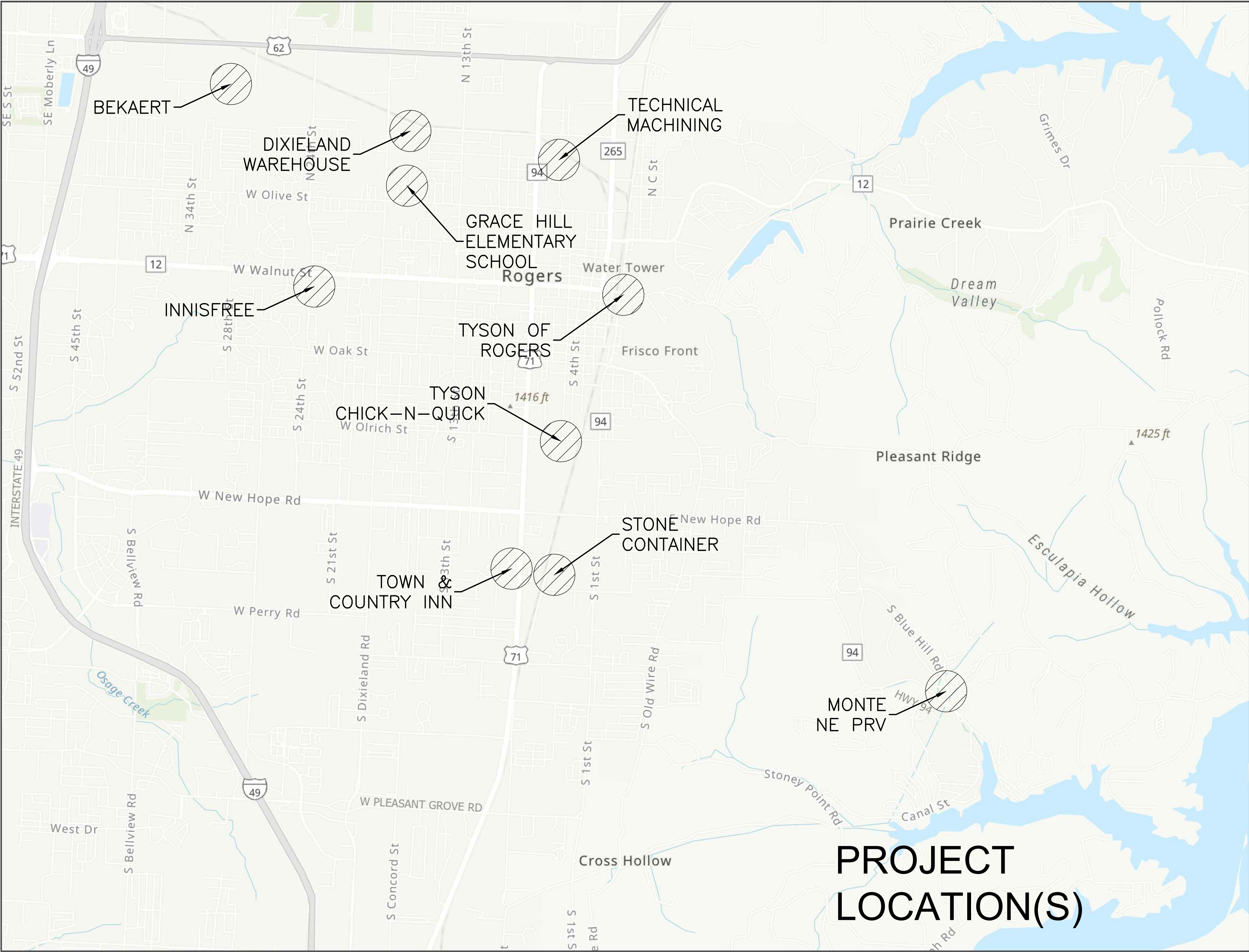
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1465 E JOYCE BLVD.
SUITE 200
FAYETTEVILLE, AR 72703
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LARGE METER VAULT REHABILITATION



Monte Ne PRV



Stone Container

ENGINEERING DIVISION ROGERS WATER UTILITIES Large Meter Vault Replacement Large Meter Vault Replacement													
				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
No.	Item	Bid Quantity	Bid Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Site 1: Dixieland Warehouse				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
1	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$1,200.00	\$1,200.00	\$1,185.00	\$1,185.00	\$1,856.00	\$1,856.00	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00
2	Remove existing valve, install blind flange	1	EA	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,320.00	\$2,320.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
3	Demolish / Remove existing 4" meter vault, restore to existing grade	1	EA	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$8,120.00	\$8,120.00	\$8,150.00	\$8,150.00	\$8,000.00	\$8,000.00
4	8"x2" tapping sleeve w/ valve, complete in place	1	EA	\$4,000.00	\$4,000.00	\$5,800.00	\$5,800.00	\$3,480.00	\$3,480.00	\$3,400.00	\$3,400.00	\$4,000.00	\$4,000.00
5	Connect existing service line to new 2" water meter, complete in place	1	EA	\$2,500.00	\$2,500.00	\$2,350.00	\$2,350.00	\$4,640.00	\$4,640.00	\$12,000.00	\$12,000.00	\$3,000.00	\$3,000.00
Total Site 1: Dixieland Warehouse					\$14,700.00		\$15,035.00		\$20,416.00		\$29,050.00		\$18,150.00
Site 2: Grace Hill Elementary				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
6	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$1,200.00	\$1,200.00	\$1,185.00	\$1,185.00	\$1,944.00	\$1,944.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
7	Remove existing connection, install blind flange	1	EA	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,320.00	\$2,320.00	\$3,100.00	\$3,100.00	\$1,500.00	\$1,500.00
8	Demolish / Remove existing 4" meter vault / fence, restore to existing grade	1	EA	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$9,000.00	\$9,000.00	\$10,940.00	\$10,940.00	\$12,000.00	\$12,000.00
9	8"x2" tapping sleeve w/ valve, complete in place	1	EA	\$4,000.00	\$4,000.00	\$5,800.00	\$5,800.00	\$3,480.00	\$3,480.00	\$4,600.00	\$4,600.00	\$4,000.00	\$4,000.00
10	Connect existing service line to new 2" water meter, complete in place	1	EA	\$2,500.00	\$2,500.00	\$2,350.00	\$2,350.00	\$4,640.00	\$4,640.00	\$13,905.00	\$13,905.00	\$3,000.00	\$3,000.00
Total Site 2: Grace Hill Elementary					\$14,200.00		\$15,035.00		\$21,384.00		\$35,045.00		\$22,500.00
Site 3: Technical Machining				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
11	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$800.00	\$800.00	\$660.00	\$660.00	\$969.00	\$969.00	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00
12	Cut in 4"x2" tee w/ blind flange, complete in place	1	EA	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,840.00	\$2,840.00	\$11,380.00	\$11,380.00	\$5,500.00	\$5,500.00
13	Remove 2" water meter assembly from inside of vault, and install blind flange	1	EA	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00	\$3,100.00	\$3,100.00	\$2,500.00	\$2,500.00
14	Connect new 2" water meter to new 4"x2" tee, complete in place	1	EA	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$3,650.00	\$3,650.00	\$5,820.00	\$5,820.00	\$3,500.00	\$3,500.00
Total Site 3: Technical Machining					\$8,800.00		\$7,260.00		\$10,659.00		\$22,300.00		\$12,600.00
Site 4: Innisfree				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
15	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$5,000.00	\$5,000.00	\$6,042.00	\$6,042.00	\$6,627.00	\$6,627.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00
16	Install 8"x4" tapping sleeve w/ valve, complete in place	1	EA	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$4,600.00	\$4,600.00	\$5,696.00	\$5,696.00	\$8,500.00	\$8,500.00
17	4" water main, DIP PC 350, complete in place	46	LF	\$100.00	\$4,600.00	\$158.00	\$7,268.00	\$174.00	\$8,004.00	\$200.00	\$9,200.00	\$150.00	\$6,900.00
18	Furnish & Install concrete vault with meter vault hatch	1	EA	\$27,000.00	\$27,000.00	\$10,050.00	\$10,050.00	\$14,800.00	\$14,800.00	\$27,965.00	\$27,965.00	\$25,000.00	\$25,000.00
19	Install all associted piping, valves, check valves, support, fittings, etc. within meter vault	1	EA	\$17,000.00	\$17,000.00	\$27,000.00	\$27,000.00	\$21,454.00	\$21,454.00	\$13,500.00	\$13,500.00	\$25,000.00	\$25,000.00
20	Connect existing service line to new 4" DIP	1	EA	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,860.00	\$2,860.00	\$14,050.00	\$14,050.00	\$2,000.00	\$2,000.00
21	Mechanical joint compact fittings - naked	66	LB	\$40.00	\$2,640.00	\$22.00	\$1,452.00	\$24.00	\$1,584.00	\$20.00	\$1,320.00	\$40.00	\$2,640.00
22	Remove existing connection, install blind flange, abandon existing waterline	1	EA	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
23	Asphalt Road Repair	6	SY	\$150.00	\$900.00	\$75.00	\$450.00	\$208.00	\$1,248.00	\$550.00	\$3,300.00	\$600.00	\$3,600.00
24	Demolish / Remove existing 4" meter vault, restore to existing grade	1	EA	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$8,120.00	\$8,120.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00
Total Site 4: Innisfree					\$75,640.00		\$66,462.00		\$72,897.00		\$84,031.00		\$92,140.00
Site 5: Tyson Chick-N-Quick				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
25	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,070.00	\$1,070.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
26	Remove existing top of meter vault replace w/ new vault top & vault hatch	1	EA	\$7,750.00	\$7,750.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$14,097.00	\$14,097.00	\$10,000.00	\$10,000.00
27-A	Injectable grout points	4	EA	\$1,500.00	\$6,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$2,500.00	\$10,000.00
27-B	Injectable grout at existing joints	8	GAL	\$200.00	\$1,600.00	\$250.00	\$2,000.00	\$125.00	\$1,000.00	\$300.00	\$2,400.00	\$350.00	\$2,800.00
28	Cementitious Grout	1	EA	\$7,000.00	\$7,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
Total Site 5: Tyson Chick-N-Quick					\$23,850.00		\$10,750.00		\$11,770.00		\$25,797.00		\$26,800.00

Site 6: Tyson of Rogers				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
29	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$1,200.00	\$1,200.00	\$980.00	\$980.00	\$1,368.00	\$1,368.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
30	Install protective bollard	6	EA	\$300.00	\$1,800.00	\$500.00	\$3,000.00	\$290.00	\$1,740.00	\$633.00	\$3,798.00	\$1,500.00	\$9,000.00
31	Remove existing top of meter vault replace w/ new vault top & vault hatch	1	EA	\$7,750.00	\$7,750.00	\$4,800.00	\$4,800.00	\$6,500.00	\$6,500.00	\$14,670.00	\$14,670.00	\$12,000.00	\$12,000.00
32	Core for 4" drain connection	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
33	Install 4" schedule 40 PVC @ 1.00%	20	LF	\$15.00	\$300.00	\$25.00	\$500.00	\$162.00	\$3,240.00	\$154.10	\$3,082.00	\$150.00	\$3,000.00
Total Site 6: Tyson of Rogers					\$13,050.00		\$10,780.00		\$15,048.00		\$25,850.00		\$29,000.00
Site 7: Stone Container				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
34	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$5,000.00	\$5,000.00	\$5,076.00	\$5,076.00	\$5,066.00	\$5,066.00	\$5,000.00	\$5,000.00	\$7,200.00	\$7,200.00
35	Install 6"x3" tapping sleeve w/ valve, complete in place	1	EA	\$5,000.00	\$5,000.00	\$6,300.00	\$6,300.00	\$4,400.00	\$4,400.00	\$5,200.00	\$5,200.00	\$8,500.00	\$8,500.00
36	3" water main, DIP PC 350, complete in place	22	LF	\$80.00	\$1,760.00	\$158.00	\$3,476.00	\$165.00	\$3,630.00	\$200.00	\$4,400.00	\$225.00	\$4,950.00
37	Mechanical joint compact fittings - naked	63	LB	\$40.00	\$2,520.00	\$22.00	\$1,386.00	\$24.00	\$1,512.00	\$20.00	\$1,260.00	\$40.00	\$2,520.00
38	Furnish & Install concrete vault with meter vault hatch	1	EA	\$27,000.00	\$27,000.00	\$10,050.00	\$10,050.00	\$14,800.00	\$14,800.00	\$27,965.00	\$27,965.00	\$25,000.00	\$25,000.00
39	Connect existing service line to new 3" DIP	1	EA	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$2,860.00	\$2,860.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
40	Install all associted piping, valves, check valves, support, fittings, etc. within meter vault	1	EA	\$15,000.00	\$15,000.00	\$25,400.00	\$25,400.00	\$20,261.00	\$20,261.00	\$13,500.00	\$13,500.00	\$27,000.00	\$27,000.00
41	Remove 3" water meter assembly from inside of vault, and install blind flange	1	EA	\$3,000.00	\$3,000.00	\$2,050.00	\$2,050.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
Total Site 7: Stone Container					\$61,780.00		\$55,838.00		\$55,729.00		\$63,325.00		\$79,670.00
Site 8: Town and Country				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
42	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$500.00	\$500.00	\$375.00	\$375.00	\$788.00	\$788.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
43	Remove and replace 2" meter vault and assembly, new vault and lid to be provided by RW	1	EA	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,800.00	\$5,800.00	\$29,300.00	\$29,300.00	\$6,000.00	\$6,000.00
44	Asphalt Road Repair	10	SY	\$150.00	\$1,500.00	\$75.00	\$750.00	\$208.00	\$2,080.00	\$550.00	\$5,500.00	\$400.00	\$4,000.00
Total Site 8: Town and Country					\$7,000.00		\$4,125.00		\$8,668.00		\$38,300.00		\$11,000.00
Site 9: Bekaert				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
45	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$5,000.00	\$5,000.00	\$6,400.00	\$6,400.00	\$7,645.00	\$7,645.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00
46	Remove existing connection, install blind flange	1	EA	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00
47	Mechanical joint compact fittings - naked	124	LB	\$40.00	\$4,960.00	\$22.00	\$2,728.00	\$24.00	\$2,976.00	\$20.00	\$2,480.00	\$40.00	\$4,960.00
48	Fire Hydrant Assembly, complete in place	1	EA	\$7,000.00	\$7,000.00	\$9,500.00	\$9,500.00	\$8,736.00	\$8,736.00	\$8,900.00	\$8,900.00	\$10,000.00	\$10,000.00
49	Furnish & Install concrete vault with meter vault hatch	1	EA	\$27,000.00	\$27,000.00	\$10,050.00	\$10,050.00	\$14,800.00	\$14,800.00	\$27,965.00	\$27,965.00	\$25,000.00	\$25,000.00
50	Install all associted piping, valves, check valves, support, fittings, etc. within meter vault	1	EA	\$17,000.00	\$17,000.00	\$24,600.00	\$24,600.00	\$21,455.00	\$21,455.00	\$13,500.00	\$13,500.00	\$22,000.00	\$22,000.00
51	Remove existing connection, install blind flange, abandon existing waterline	1	EA	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00	\$3,150.00	\$3,150.00	\$2,000.00	\$2,000.00
52	4" water main, DIP PC 350, complete in place	51	LF	\$100.00	\$5,100.00	\$158.00	\$8,058.00	\$180.00	\$9,180.00	\$325.00	\$16,575.00	\$175.00	\$8,925.00
53	Connect existing service line to new 4" DIP	1	EA	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$2,860.00	\$2,860.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
54	Demolish / Remove existing 4" meter vault / bollards, restore to existing grade	1	EA	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$8,400.00	\$8,400.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
55	Asphalt Road Repair	6	SY	\$150.00	\$900.00	\$75.00	\$450.00	\$208.00	\$1,248.00	\$750.00	\$4,500.00	\$500.00	\$3,000.00
Total Site 9: Bekaert					\$81,460.00		\$71,086.00		\$84,100.00		\$89,070.00		\$97,385.00
Site 10: Monte Ne PRV				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
56	Mobilization (Shall not exceed 10% of Site Total)	1	LS	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$7,611.00	\$7,611.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00
57	Cut, & Connect 6" Water Main to existing 6" Water Main, Complete in place	2	EA	\$4,000.00	\$8,000.00	\$2,100.00	\$4,200.00	\$2,860.00	\$5,720.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00
58	Install all associted piping, valves, check valves, support, fittings, etc. within PRV vault	1	EA	\$20,000.00	\$20,000.00	\$28,350.00	\$28,350.00	\$40,441.00	\$40,441.00	\$13,500.00	\$13,500.00	\$35,000.00	\$35,000.00
59	Furnish & Install concrete vault with meter vault hatch	1	EA	\$27,000.00	\$27,000.00	\$10,050.00	\$10,050.00	\$8,250.00	\$8,250.00	\$27,965.00	\$27,965.00	\$10,000.00	\$10,000.00
60	Demolish / Remove existing PRV vault, restore to existing grade	1	EA	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$8,120.00	\$8,120.00	\$4,500.00	\$4,500.00	\$25,000.00	\$25,000.00
61	1-inch Service w/ Double 5/8" Water Meter Set (Short Side of Street)	1	EA	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$4,300.00	\$4,300.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00
62	6" water main, DIP PC 350, complete in place	51	LF	\$120.00	\$6,120.00	\$140.00	\$7,140.00	\$182.00	\$9,282.00	\$490.00	\$24,990.00	\$150.00	\$7,650.00
Total Site 10: Monte Ne PRV					\$72,620.00		\$61,940.00		\$83,724.00		\$87,055.00		\$101,150.00

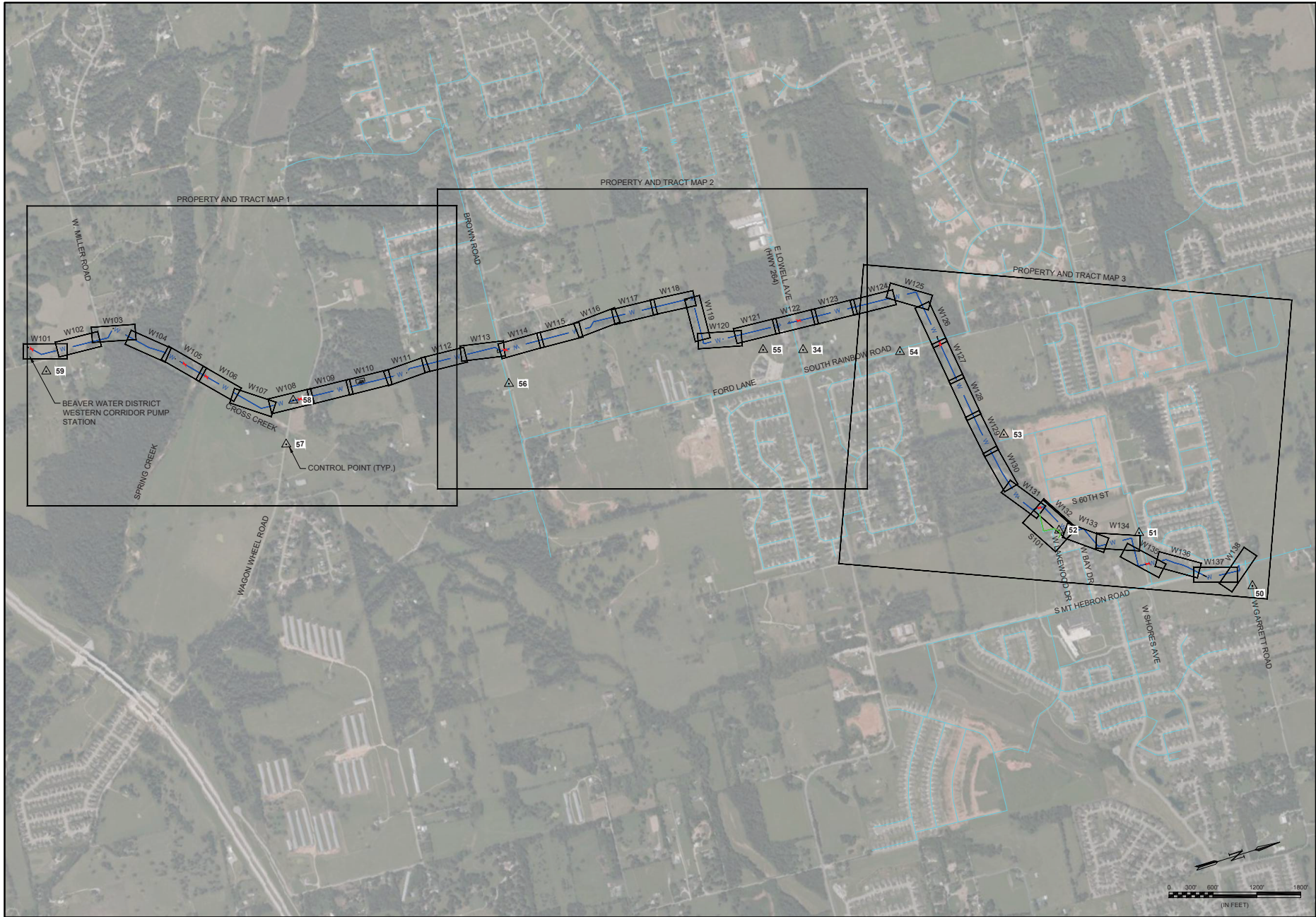
Misc. Project Costs													
				Engineer Estimate		S&K Dirtworks		GOINS Enterprise		Ross & Co. Construction		Goodwin & Goodwin	
63	Traffic Control	10	LS	\$500.00	\$5,000.00	\$1,450.00	\$14,500.00	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$1,500.00	\$15,000.00
64	Trench Safety	10	LS	\$500.00	\$5,000.00	\$1,500.00	\$15,000.00	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$500.00	\$5,000.00
65	Erosion Control	10	LS	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$120.00	\$1,200.00	\$200.00	\$2,000.00	\$1,000.00	\$10,000.00
66	Owner Allowance	1	EA		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Complete Total:					\$388,100.00		\$352,811.00		\$393,095.00		\$507,323.00		\$520,395.00

Engineer's Estimate: \$388,100

S&K Dirtworks: \$352,811
 Goins Enterprises: \$393,095
 Ross & Co.: \$507,323
 Goodwin & Goodwin: \$520,395

Staff recommends the award of the bid to S&K Dirtworks in the amount of \$352,811.

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AGREEMENT FOR THIS WORK.

PRELIMINARY

REV.	DATE	DESCRIPTION	BY



ROGERS WATER
UTILITIES
ROGERS, ARKANSAS

KEYMAP

JOB NO.: 21W01361
DATE: JULY 2024
DESIGNED BY: RAP
DRAWN BY: VLS

SCALE IS ONE INCH ON
ORIGINAL DRAWING = 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
G003
SHEET
NUMBER **3**

**Rogers Water Utilities
Western Corridor Transmission Line**

1.0 Easement Acquisition Scope of Work

Contract Land Staff, LLC (CLS), offers the information herein for consideration by Rogers Water Utilities (Client) to utilize CLS in connection with right-of-way services for the Western Corridor Transmission Line project. For this Scope of Work, it is assumed that there will be approx. 35 Easement Parcels. CLS will perform the following services:

1.1 Project Management

a. Communication

- i. Interact with Client Staff on contract, design, funding, and other project-related activities.
- ii. Prepare and deliver one monthly invoice detailing services provided.
- iii. Prepare the initial property owner listing to include contact information.
- iv. Schedule and attend status meetings with all invited stakeholders.
- v. Prepare and deliver a weekly status report to the Client on the status of service, tasks completed, and tasks remaining.
- vi. Be available to provide answers to Client staff during the contract term.

b. File Management

- i. All project and parcel documents will be kept in the CLS Arkansas office, with permanent records transferred to the Client, either before or upon completion of the contract.
- ii. Maintain copies of all correspondence and contacts with property owners.

c. Administration

- i. Meet with the client at the beginning of the project to review the parcel acquisition service requirements for the project.
- ii. The Client will provide shape file data of the impacted parcels, Benton County Appraisal District property owner information, conveyance document templates, land descriptions (including parcel plats and field notes), available information about the project, and any other applicable information. The client's process and policies for land acquisition services will be discussed, along with specific parameters for negotiating with the property owner(s).
- iii. All the above information will be supplied to CLS before the Notice to Proceed is issued and before CLS commences work on the respective phases of the project. Any changes to any parcel, including but not limited to route changes, plan changes, splits of the parcel, re-appraisal, plat changes, survey changes, changes in ownership, or any other changes beyond the control of CLS, may result in additional hours being charged to the Client.



1.2 Appraisal Services

- a. CLS will, through its sub-consultant (Appraiser), provide a real estate appraisal report for each parcel, prepared by an appraiser selected by CLS and approved by the Client. Fees for appraisal services will be billed to the Client.
- b. Notices
 - i. The Appraiser will prepare and conduct personal pre-appraisal contact with the property owner or their designated representative and offer an opportunity to accompany the appraiser on the inspection of the subject property.
 - ii. The CLS acquisition agent or project manager will accompany the appraiser during the inspection.
- c. Appraisal Report
 - i. The appraiser will prepare an appraisal report for each parcel to be acquired.
 - ii. This report will conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
 - iii. As necessary, prepare written notification to the Client of any environmental concerns associated with the right of way to be acquired that could require environmental remediation.

1.3 Acquisition Services

- a. CLS will review all title documents before negotiations to ensure that we have the appropriate parties to sign the documents.
- b. CLS will review appraisal reports and confirm the approval of Client prior to making an offer for each parcel/easement.
- c. CLS will prepare the offer letters approved by the Client, use the instruments of conveyance provided by the client, and obtain the Client's approval on any changes requested by the property owner.
- d. CLS will, when possible, deliver the written offer to each property owner or the property owner's designated representative. Otherwise, offer packages will be sent via Certified Mail, Return Receipt Requested.
- e. CLS will respond to property owner inquiries verbally or in writing within two business days.
- f. CLS will prepare and maintain a contact log for each parcel.
- g. CLS will ensure that all parties sign conveyance documents and that the acquisition paperwork is transmitted to the Client.



- h. CLS will record all conveyance documents with the governing county and provide copies to the Client.
- i. The Rogers Water Utilities will instruct CLS on its policy regarding the subordination or release of existing liens. Recording fees or fees charged by financial institutions to process subordinations or lien releases will be paid directly by the Client.
- j. CLS will transmit all electronic closeout files to the Client at the project's close.

1.4 Condemnation Support Services (Pre-Hearing Support)

- a. If negotiations are unsuccessful, CLS will prepare and send a final offer package to the property owner(s) by Regular Mail and Certified Mail, with a Return Receipt Requested.
- b. CLS will prepare and provide the Client with a Request for Condemnation Package, including a recommendation to proceed with condemnation. The package shall include a memo reflecting all interested parties to be joined in the condemnation proceeding, appraisal, initial offer package, final offer package, negotiator reports, and any additional information necessary to prepare the parcel for condemnation.

1.5 Additional Services

- a. Tasks not explicitly identified in the Scope of Work above will be considered outside of scope and will be performed on an as-needed basis upon authorization by the Client.



Staff requests authorization to enter into an agreement with Contract Land Staff for easement acquisition services for the Western Corridor Water Transmission Line, at an hourly rate not to exceed \$252,685. Staff further requests authorization to negotiate the final form and content of the Agreement.

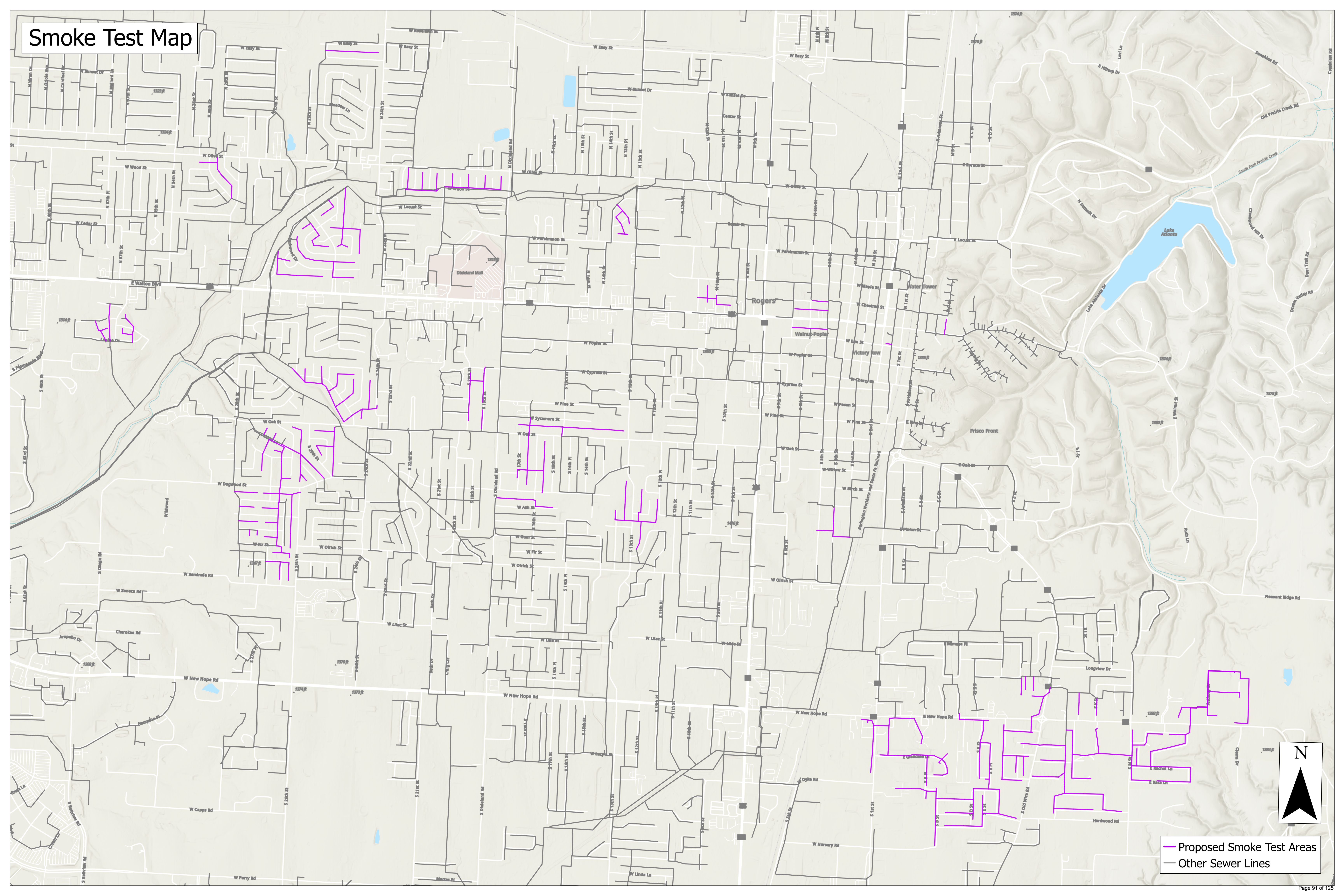
**Rogers Water Utilities
Western Corridor Transmission Line
Fee Estimate**

Hourly Rates by Category of Personnel			
Project Manager	(PM)	\$150.00	
Right of Way Agent	(RA)	\$115.00	
GIS Technician	(GIS)	\$95.00	
Right of Way Technician	(RT)	\$90.00	
<i>CONTRACT LAND STAFF, LLC considers photocopying, first class postage, telephone, facsimile and cellular communication charges as a normal component of our overhead. These charges are included in the stated hourly rates.</i>			
	Hours	Rates	Totals
EASEMENT ACQUISITION PHASE			
Project Management			
Contract Administration/Project oversight/attend project meetings, Quality control, subconsultant coordination (estimate 3 hours per parcel)	105	(PM)	\$15,750.00
Appraisal Services (Sub-Consultant)			
Coordinate & obtain Appraisal Reports from O'Brian Right of Way Valuation, attend appraisal inspections, transmit reports to Client.			\$3,850.00
Estimated Number of Parcels		35	
Total Estimate for Appraisal Services			\$134,750.00
Negotiation Services			
Set up parcel files, print appraisals, draft offer letters, create offer pkgs	2	(RT)	\$180.00
Set up CLS Link/create acquisition drawings, manage database	2	(GIS)	\$190.00
Negotiate acquisition of parcel (Counteroffers, Payment Packages, Coordinate Closing, Review Docs)	18	(RA)	\$2,070.00
File closeout	1	(RT)	\$90.00
Total Per Parcel			\$2,530.00
Estimated Number of Parcels		35	
Total Estimate for Negotiations			\$88,550.00
Reimbursable Expenses			
Project Mileage	3000	\$0.67	\$2,010.00
Recording Fees	35	\$50.00	\$1,750.00
Postage/Certified or Priority Mail	35	\$25.00	\$875.00
Total Reimbursable Expenses			\$4,635.00
Preliminary Condemnation Support			
Draft Condemnation Package	1	(RT)	\$900.00
Estimated Number of Condemnation Files		10	
Total Condemnation Support			\$9,000.00
TOTAL ESTIMATE NOT TO EXCEED FOR ALL SERVICES			\$252,685.00

CONTRACT LAND STAFF, LLC may submit monthly invoices for the professional services rendered based on the hourly rate schedule provided above. Substantial changes in the required scope of work may result in the revision of the proposed fees. O'BRIEN RIGHT OF WAY VALUATION will enter into a sub-consultant agreement with Contract Land Staff, LLC and reserves the right to revise the proposed fees should there be a substantial change in the scope of work.

The Following are not included in this Fee Schedule and will require a contract supplement once the needed services are identified:
*Appraisal Updates: Update fees apply for 12 months from the original effective date but will need to be considered new appraisals after that time period. **Appraisals for court purposes will be priced based on the appropriate scope of work, as requested. ***The appraiser's Expert witness testimony & pretrial conference rates will be determined once the needed services are identified.

Smoke Test Map





Staff requests authorization to enter into an agreement with Trekk Design Group, LLC for sewer smoke testing services, at an hourly rate not to exceed \$69,876.50. Staff further requests authorization to negotiate the final form and content of the Agreement.

PROFESSIONAL SERVICES AGREEMENT

Rogers Water Utilities 2025 Smoke Testing

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter the "Agreement") made as of this ____ day of _____, 2025, by and between Rogers Water Utilities of the City of Rogers, Arkansas (hereinafter the "Client"), and **TREKK DESIGN GROUP, LLC** (hereinafter the "Consultant").

WHEREAS, the Client is in need of professional assistance in a technical field to prepare plans and specifications for the Rogers Water Utilities 2025 Smoke Testing Project more fully described on Exhibit A attached hereto (hereinafter the "Project");

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the Client desires the Consultant to perform, the professional services more fully described on Exhibit A attached hereto; and

WHEREAS, the Client has determined, based upon information provided by the Consultant that Consultant is qualified to provide the professional services described herein.

NOW, THEREFORE, the Client and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the Client as set forth below.

ARTICLE I

Scope of Services

The Consultant shall provide for the Client professional services listed in attached Exhibit A, "Scope of Services."

It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that the Client may initiate deletions, modification or changes to the Services by advising the Consultant in writing of the change believed to be necessary. As soon thereafter as practicable, Consultant shall prepare a cost estimate of the change and shall inform the Client of the adjustment in the compensation due Consultant under Article II applicable to such requested change. Client shall then advise Consultant in writing of its approval or disapproval of the change. If Client approves the change, a written contract amendment shall be executed by both parties and Consultant shall perform the services as changed and the adjustment in Consultant's compensation and/or the completion date set forth in the executed contract amendment shall become effective.

ARTICLE II

Compensation

The Client shall pay the Consultant for services performed as outlined in Article I as set forth on Exhibit B attached hereto.

ARTICLE III

Schedule

The Consultant agrees to complete the services outlined in Article I within a time frame as lined out in Exhibit C. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. The contract time includes reasonable review time by the Client, and any other applicable governmental agencies.

Solely at the discretion of the Client, an extension in time may be granted to the Consultant for delays determined by the Client as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in accordance with Article VI, Section 5.3 herein.

ARTICLE IV

Client's Responsibilities

Client shall perform, as applicable to the Project, the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide design objectives and constraints, capacity and performance requirements, and budgetary limitations for the Project;
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project, the Consultant shall have no obligation to independently verify the information contained in reports, plans, surveys and maps, which are furnished by the Client. Client shall notify Consultant of any known material errors or omissions in the information provided;
3. Arrange for access to enter upon public and private property as required for Consultant to perform services under this Agreement;
4. Furnish design and construction standards;
5. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by Consultant, obtain advice of attorney, insurance counselor and other consultant as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant;
6. Sign and submit permits required by other local, state, and federal agencies;
7. Attend design review meetings, pre-bid and pre-construction conferences, and construction meetings;
8. Negotiate and pay for rights of way and easements necessary to complete the Project;
9. Advertise the Project for construction bids, distribute bidding documents, and receive and open construction bids; and
10. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.
11. All permitting and required bonding will be acquired from the City of Rogers, AR and ADOT for the smoke testing activities in street and highway right-of-way.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the Consultant shall do the following:

1. Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs the Project, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall protect and indemnify the Client and its officers and agents against any claims or liability to the extent caused by any violation of the same;
2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet Project requirements and Client's design standards, and prepare final plans and specifications as required;"
3. Immediately upon expiration or termination of the Agreement, return to the Client all of the studies, maps, and other data furnished to the Consultant by the Client pursuant to this Agreement;
4. To the greatest extent permitted by law, indemnify and hold harmless the Client, its elected officials, officers, employees, , from damages, losses and expenses, including reasonable attorneys' fees, to the extent resulting from the performance of Consultant's services, but only to the extent the damage, loss, or expense is caused by the negligent or intentional act, error or omission of the Consultant, its sub consultants, anyone employed or retained by any of them, or anyone for whose acts any of them may be liable
5. Maintain throughout the duration of this Agreement insurance in the following minimum amounts:
 - (a) Workers' Compensation and Employers' Liability

Worker's Compensation	Statutory
Employers' Liability	\$1,000,000 each employee
	\$1,000,000 each accident
	\$1,000,000 policy limit
 - (b) Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each occurrence
 - (c) Comprehensive General Liability

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each accident
Property Damage	\$2,000,000 each occurrence
 - (d) Professional Liability Insurance

	\$2,000,000 per claim
	\$2,000,000 annual aggregate

Consultant shall provide Client with certification thereof upon request. All general liability and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed by the Client in writing. All insurance carriers must be licensed to do business in the State of Arkansas; carry a Best's policyholder rating of "A" or better and/or that is acceptable to the Client. Consultant shall provide Client with a certificate of insurance showing such coverage and naming the Client as an additional insured. In the event such insurance coverage is canceled, the Client shall be notified immediately;

6. employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the Client shall so direct, the Consultant shall remove from the Project any engineer, architect, surveyor, appraiser or other person employed by the Consultant in connection with the work;
7. furnish right-of-way and easement descriptions for negotiations, eminent domain proceedings, and maps and sketches as required by Client; and
8. notify the Client in writing in accordance with Article I of any changes in services, fees or schedules.
9. maintain all Client's information in confidence. Consultant shall enter into Client's standard Consultant Non-Disclosure Agreement (NDA), attached hereto and made part of this Agreement as Exhibit E.

ARTICLE VI

Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Arkansas without regard to its conflict of law principles. Venue for any action arising out of this Agreement shall be the state or federal courts embracing Benton County, Arkansas.
2. Assignment. None of the obligations of the Consultant under this Agreement shall be assigned without the approval in writing of the Client.
3. Binding on Successors. This Agreement is binding upon and fully enforceable against the successors and assigns of the Consultant, whether or not consented to by the Client.
4. Reuse of Information. Ownership of information, including reports, surveys, designs, presentation graphics and creative products, furnished under this Agreement by Consultant shall vest with Client upon Client's payment to Consultant as specified in this Agreement, provided however that nothing herein shall prohibit Consultant from reusing constituent elements of such information, reports, surveys, designs, presentation graphics, and creative products on other projects subject to Consultant's confidentiality obligations to Client as stated in Exhibit E hereto and which survive termination of this Agreement. Client agrees that it will not sell such information, reports, surveys, designs, presentation graphics and creative products to third parties and will retain such information, reports, surveys, designs, presentation graphics, and creative products solely for its own use or reuse, which shall be unlimited in frequency and quantity and may be for completion of the Project, an extension of the Project by parties other than the Consultant, or for uses unrelated to the Project. When information is subject to third party royalties or license agreements, Client shall pay such royalties and license fees associated with the reuse of the documents. Client's reuse of the information without verification or adaptation by the Consultant shall be at the Client's sole risk without liability or legal exposure to the Consultant. No additional compensation shall be due the Consultant for Client's reuse of the information.
5. Termination for Default.

5.1 Default:

If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Client may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Client, the Client may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

5.2 Compensation:

The Client shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the Client may withhold from amounts due the Consultant such sums as the Client deems to be necessary to protect the Client against loss caused by the Consultant because of the default.

5.3 Excuse for Nonperformance or Delayed Performance:

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the Client within 30 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the Client or any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the Client shall ascertain the facts and extent of such failure, and, if the Client determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the Client under the clause entitled "Termination for Convenience."

5.4 Erroneous Termination for Default:

If, after notice of termination of the Consultant's right to proceed under the provisions of this Section, it is determined for any reason that the Consultant was not in default under the provisions of this Section, or that the delay was excusable under the provision of Subsection 5.3, and both the Client and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience."

6. Termination for Convenience.

6.1 Termination:

The Client may, when the interests of the Client so require, terminate this Agreement in whole or in part, for the convenience of the Client. The Client shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

6.2 Consultant's Obligations:

The Consultant shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Consultant will stop work to the extent specified.

6.3 Compensation:

The Client shall pay the Consultant the following amounts:

- (a) All costs and expenses incurred by the Consultant for work accepted by the Client prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.
- (b) All costs and expenses incurred by the Consultant for work not yet accepted by the Client but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

- (c) Anticipatory profit for work and service not performed by the Consultant shall not be allowed or paid under any circumstances.

7. Disputes.

7.1 The Client and Consultant agree that disputes relative to the Project or this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists.

8. Representations.

The Consultant states that:

8.1 The price submitted and the costs comprising same are independently arrived at without collusion.

8.2 The Consultant affirms it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person, or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide services to the Client within two (2) years preceding the execution of this Agreement.

8.3 The Consultant represents that it has not retained and will not retain a person to solicit or secure a Client contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

9. Equal Employment Opportunity.

During the performance of this Agreement, the Consultant agrees as follows:

9.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, ancestry, sexual orientation, gender identity, transgender status, or other status recognized by the laws of the United States or the State of Arkansas. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

9.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the status categories listed in Article VI, Section 9.1 above, and shall include the phrase "equal opportunity employer."

9.3 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

9.4 The Consultant shall assure that it and all subcontractors will comply with this Section 9.

9.5 If the Consultant shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such

Agreement may be terminated, canceled or suspended, in whole or in part, and the Consultant may be declared ineligible for any further Client contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this Section, the Consultant shall have no claims for damages against the Client on account of such termination, cancellation or suspension or declaration of ineligibility.

9.6 The Consultant shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto). Such records shall at all times remain open to inspection by an individual designated by the Client for such purpose.

9.7 The Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

10. Independent Contractor.

It is agreed that Consultant is an independent contractor to the Client and shall not be considered an employee. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall indemnify and hold harmless the Client from liability in connection therewith. No partnership, joint venture, tenancy in common, or similar relationship between Client and Consultant is created or intended by this Agreement, this Agreement being made by two independent contracting parties.

11. Notice.

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered or sent by, certified mail, postage prepaid, to the party to whom said notice is to be given or sent by established commercial carrier (such as UPS or Fedex). Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by certified, mail or commercial carrier shall be deemed to be served as of the date of actual receipt. .

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the Client shall be made as follows:

Rogers Water Utilities
Attn: Brian Sartain, P.E.
Utility Engineer
601 S. 2nd Street
Rogers, AR 72756

Other correspondences may be sent to:
TREKK Design Group, LLC
Attn: Matthew Ridpath
Springfield Office
Springfield, MO 65807
Phone: (417) 890-9465

12. Phraseology.
In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.
13. Descriptive Headings.
The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.
14. Amendments.
This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
15. Invalidity.
In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.
16. Waiver.
The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
17. Merger.
This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.
18. Verbal Statements Not Binding.
It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the Client, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.
19. Survivorship.
Notwithstanding the termination of this Agreement, Consultant's obligations with respect to indemnification (Article V, Section 4) , insurance (Article V, Section 5), confidentiality (Article V, Section 9 and Exhibit E) and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.
20. Tort Immunity Not Waived.
The parties hereto agree that Client has no obligation of indemnity of any type (whether contractual, equitable, or otherwise denominated) to Consultant 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 Waterworks and Sewer Commission, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.

21. Certification of Compliance with Ark. Code. Ann. § 25-1-503.
Pursuant to Ark. Code. Ann. § 25-1-503, Consultant hereby certifies that it is not currently engaged in a boycott of Israel. Consultant further agrees for the duration of the Agreement not to engage in a boycott of Israel.
22. Compliance with Law.
Except as otherwise provided in this Agreement, 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 will at all times operate in compliance with all, local, state and federal laws and/or regulations applicable to this Agreement and will not act under this Agreement to cause the other party to violate any applicable local, state or federal laws and/or regulations applicable to this Agreement. 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 applicable 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.
23. 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.

ARTICLE VII

Exhibits

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

- Exhibit A. "Scope of Services"
- Exhibit B. "Compensation"
- Exhibit C. "Project Schedule"
- Exhibit D. "Affidavit of Work Authorization"
- Exhibit E. "Consultant Non-Disclosure Agreement »
- Attachment A. "Rate Schedule"
- Attachment B. "Fee Estimate"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Rogers Water Utilities of the City of Rogers, Arkansas

By: _____

Name: Brian Sartain, PE

Title: Utility Engineer

Attest:

TREKK Design Group, LLC

By: _____

Kimberly Robinett
Managing Member
1411 E 104th Street
Kansas City, MO 64131

EXHIBIT A

SCOPE OF SERVICES

Rogers Water Utilities (Client) has requested smoke testing of approximately 97,895 LF of sanitary sewer. A project deliverable will be provided to the client following completion of smoke testing activities.

TASK 100: PROJECT MANAGEMENT, ADMINISTRATION, AND MEETINGS

The purpose of this task will be to manage, direct, and oversee each element of the scope of Work. The following management activities will be provided by the Consultant.

Task 101 - Project Management and Administration Services

Provide project management services necessary throughout the project to successfully manage and complete the Project, including project correspondence; supervision and coordination of services; assignment of personnel resources and equipment; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly project status report will document work completed during the billing period, work anticipated for the following month, and budget status.

Deliverables:

- Monthly invoices and project status reports. Two invoices are anticipated.

Task 102 - Project Meetings and Coordination

Consultant will meet with the Client virtually during an initial kick-off meeting. The purpose of the meeting will be to discuss the project goals and objectives, review expectations, coordinate field services, review schedule, and confirm deliverables. One additional meeting will be held to review the results of the smoke testing. The Consultant will prepare an agenda for each meeting and a summary following the meeting.

Deliverables:

- Meeting Agenda, Materials, Meeting Summary

TASK 200: SSES FIELD SERVICES – SMOKE TESTING

Task 201 – Smoke Testing Notifications and Smoke Testing Field Services

Smoke Testing of approximately 97,895 LF of sanitary sewer will be conducted on all line segments located within the boundary areas selected by the Client to identify I/I sources from both the public and private sector.

Smoke testing activities will include a minimum of 48 hours advance notification to all residents within the study area. Notification will be done by placement of bilingual notification door hangers on homes and businesses by the Consultant. The door hangers will include the Consultant's telephone number for residents to call if they have questions or require assistance before, during, or after the smoke testing. The notice will also include general information about the testing and instructions on how to prohibit smoke from entering buildings via service lines.

All emergency services including, but not limited to the County Sheriff's Department, City Police Department, City Hall, Central Dispatch, the City Fire Department, and the Client will be notified daily by Consultant personnel of the smoke testing and the boundaries of the testing. The Consultant will coordinate with the Client prior to communicating with emergency services.

High-rate smoke blowers and liquid smoke will provide continuous smoke production while the field crews canvass the areas over and adjacent to the lines and conduct a perimeter check of all buildings in proximity for evidence of smoke. Each positively identified source shall be digitally photographed, located within submeter accuracy, and referenced. Defective service laterals will be identified for subsequent investigation. All smoke testing inspections will be recorded on Consultant's field forms and input into a database compatible with ArcMap GIS software.

TASK 300: SMOKE TESTING DELIVERABLE

Task 301 - Smoke Testing Deliverable

Consultant will compile the smoke testing defects in the office and will provide the following deliverables:

- Defect Summary Table (Excel Format)
- GIS Geodatabase of Smoke Testing Defects
- Smoke Defect Photos
- PDF Map of Smoke Defects

EXHIBIT B

COMPENSATION

The Client agrees to pay the Consultant compensation for the services set forth in Exhibit A in accordance with the following:

1. **BASIC SERVICES:** Compensation for Basic Services as set forth in Exhibit A shall be billed at the unit rates noted in the bid submittal. Client agrees to pay Consultant an amount not to exceed Sixty-Nine Thousand Eight-Hundred Seventy-Six and 50/100 dollars (\$69,876.50). The fee is based on the performance of the scope of services outlined in this Agreement.

Payments shall be made no more frequently than monthly as the work of the Consultant progresses, upon the presentation of a proper invoice.

2. **ADDITIONAL SERVICES:** Compensation for additional services not specified in Exhibit A, but agreed to in accordance with Article I, shall be paid in accordance with the Consultant's hourly billing rates as set forth in the Hourly Rate Schedule attached to this Agreement and as may be adjusted annually, or as otherwise agreed to in writing by the Client and the Consultant.

EXHIBIT C

SCHEDULE

The project schedule is as follows:

Task 100: Project Management, Administration, and Meetings	July 2025
Task 200: SSES Field Services – Smoke Testing	July 2025
Task 300: Smoke Testing Deliverable	August 2025

EXHIBIT D

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Kimberly Robinett (name of person signing affidavit) as Managing Partner, first being duly sworn, on my oath, affirm TREKK Design Group, LLC is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to Rogers Water Utilities 2025 Smoke Testing for the duration of the contract.). I also affirm that TREKK Design Group, LLC (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Rogers Water Utilities 2025 Smoke Testing for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided by law.

Signature

Printed Name: Kimberly Robinett

Title: Managing Partner

Company: TREKK Design Group, LLC

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2025. I am commissioned as a notary public within the County of _____, State of Missouri, and my commission expires on _____.

Signature of Notary

Date: _____

Attachment A. - Rate Schedule



A D/WBE, WOSB Certified
Civil Engineering Firm

2025 Compensation for Professional Engineering Services¹

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:

Project Principal	\$236.74	-	\$404.04	Field Crew	\$132.58	-	\$189.40
Project Manager	\$151.52	-	\$328.29	Senior Field Technician	\$101.01	-	\$138.89
Senior Professional Engineer	\$192.55	-	\$328.29	Field Technician I	\$85.23	-	\$116.79
Professional Engineer I	\$173.61	-	\$271.47	Field Technician II	\$72.60	-	\$101.01
Professional Engineer II	\$151.52	-	\$227.27	Field Technician III	\$63.13	-	\$85.23
Professional Engineer III	\$123.11	-	\$179.93	Field Technician IV	\$56.82	-	\$72.60
Senior Project Engineer	\$157.83	-	\$252.53	Senior Professional Land Surveyor	\$195.71	-	\$315.66
Project Engineer I	\$129.42	-	\$189.40	Professional Land Surveyor I	\$154.67	-	\$239.90
Project Engineer II	\$107.32	-	\$151.52	Professional Land Surveyor II	\$123.11	-	\$186.24
Project Engineer III	\$91.54	-	\$126.26	Professional Land Surveyor III	\$101.01	-	\$148.36
Senior Industry Specialist	\$202.02	-	\$325.13	Survey Crew	\$202.02		
Industry Specialist I	\$164.14	-	\$265.15	3-Man Survey Crew	\$271.47		
Industry Specialist II	\$126.26	-	\$202.02	LiDAR Crew	\$236.74		
Industry Specialist III	\$97.85	-	\$157.83	Senior Survey Technician	\$107.32	-	\$173.61
Senior Office Technician	\$101.01	-	\$164.14	Survey Technician I	\$88.38	-	\$129.42
Office Technician I	\$85.23	-	\$116.79	Survey Technician II	\$72.60	-	\$104.17
Office Technician II	\$72.60	-	\$101.01	Survey Technician III	\$63.13	-	\$85.23
Office Technician III	\$63.13	-	\$85.23	Senior Survey Crew Chief	\$116.79	-	\$189.40
Senior GIS Analyst	\$132.58	-	\$214.65	Survey Crew Chief I	\$94.70	-	\$138.89
GIS Analyst I	\$107.32	-	\$157.83	Survey Crew Chief II	\$78.91	-	\$110.48
GIS Analyst II	\$88.38	-	\$126.26	Survey Crew Chief III	\$66.29	-	\$91.54
GIS Analyst III	\$75.76	-	\$104.17	Survey Instrument Technician	\$59.98	-	\$104.17
Senior GIS Technician	\$107.32	-	\$173.61	Senior Utility Coordinator	\$107.32	-	\$173.61
GIS Technician I	\$88.38	-	\$129.42	Utility Coordinator I	\$85.23	-	\$129.42
GIS Technician II	\$72.60	-	\$104.17	Utility Coordinator II	\$85.23	-	\$119.95
GIS Technician III	\$63.13	-	\$85.23	Utility Coordinator III	\$72.60	-	\$101.01
Senior Project Designer	\$142.05	-	\$227.27	Utility Locator	\$63.13	-	\$107.32
Project Designer I	\$116.79	-	\$170.46	Senior Construction Inspector	\$123.11	-	\$198.87
Project Designer II	\$97.85	-	\$138.89	Construction Inspector I	\$101.01	-	\$148.36
Project Designer III	\$82.07	-	\$116.79	Construction Inspector II	\$85.23	-	\$119.95
Senior CADD Technician	\$107.32	-	\$173.61	Construction Inspector III	\$72.60	-	\$101.01
CADD Technician I	\$88.38	-	\$129.42	Construction Observer	\$63.13		\$85.23
CADD Technician II	\$72.60	-	\$104.17	Senior Technology Specialist	\$198.87	-	\$318.82
CADD Technician III	\$59.98	-	\$85.23	Senior Innovation Specialist	\$142.05	-	\$227.27
Senior Marketing Specialist	\$123.11	-	\$198.87	Senior PMO Specialist	\$142.05	-	\$227.27
Marketing Specialist I	\$97.85	-	\$148.36	PMO Specialist I	\$116.79	-	\$170.46
Marketing Specialist II	\$78.91	-	\$119.95	PMO Specialist II	\$97.85	-	\$138.89
Marketing Specialist III	\$63.13	-	\$94.70	PMO Specialist III	\$82.07	-	\$113.64
Admin	\$63.13	-	\$107.32	Senior Operations Administrator	\$107.32	-	\$173.61
Intern	\$56.82	-	\$119.95	Operations Administrator I	\$88.38	-	\$129.42
				Operations Administrator II	\$72.60	-	\$104.17
				Operations Administrator III	\$63.13	-	\$85.23



A D/WBE, WOSB Certified
Civil Engineering Firm

Equipment Billing Rates:							
Easement/Portable	\$35.00	hr		LiDAR Equipment	\$3,200.00	hr	
CCTV Crew	\$325.00	hr		Survey Drone	\$600.00	dy	
Jetter Crew	\$275.00	hr		Static Scan Equipment	\$700.00	dy	
Mileage	\$0.700	mi		Slam Equipment	\$300.00	dy	
Traffic Camera	\$5.00	hr		Survey Equipment	\$14.00	hr	
Other Expenses	Cost						

¹: The above hourly rates and unit prices are good through December 31, 2025.

²: Current Audited or IRS Standard Mileage Rate



Rogers Water Utilities (RWU)
25-0115 RWU 2025 Smoke Testing

	Project Manager	Project Engineer	Admin	Labor Hr Sub-Total	Units - Smoke Testing (Linear Foot)	Labor Total Fee	Units Total Fee	Grand Total
	Billing Rate	\$200.00	\$160.00	\$115.00	\$0.70			
TASK DESCRIPTION								
100 Project Management, Administration and Meetings	4	2	2	8	0			\$ 1,350.00
101 Project Management and Administration Services	2		2	4		\$ 630.00	\$ -	\$ 630.00
102 Kick-Off Meeting and Deliverables Meetings	2	2		4		\$ 720.00	\$ -	\$ 720.00
200 SSES Field Services - Smoke Testing	0	0	0	0	97,895			\$ 68,526.50
201 Smoke Testing Field Serivces				0	97,895	\$ -	\$ 68,526.50	\$ 68,526.50
300 Smoke Testing Deliverables	0	0	0	0	0			\$ -
301 Smoke Testing Deliverables				0		\$ -	\$ -	\$ -
TOTAL HOURS	4	2	2	8	97895			
BILLING RATE	\$200.00	\$160.00	\$115.00		\$0.70			\$ 69,876.50
TOTAL LABOR COST	\$800.00	\$320.00	\$230.00	\$1,350.00	\$68,526.50			

Poplar Street Improvements

Schedule B Totals	
Contract Amount	\$1,741,490.00
Change Orders	\$116,920.00
Quantity Changes	\$113,220.00

Schedule C Totals	
Contract Amount	\$1,098,815.00
Change Orders	\$0.00
Quantity Changes	\$19,800.00

RWU Totals	
Change Orders	\$116,920.00
Quantity Changes	\$133,020.00
Total Change to Contract	\$249,940.00

RWU Allowance	
Water Allowance	\$160,000.00
Sewer Allowance	\$90,000.00
Total Allowance	\$250,000.00



CROSSLAND

HEAVY CONTRACTORS

Quoted By: Jason Necessary
jnecessary@heavycontractors.com
 mobile: 479-282-6570

Job Description Poplar Street Improvements- RFP Alley C Waterline Field Changes- REV. 1

Bid Date 4-Mar-2025

Pay Item No.	Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description						
6	Removal and Disposal of Curb and Gutter		12.00	LF	\$7.00	\$84.00
8	Removal and Disposal of Asphalt Pavement		70.00	SY	\$18.00	\$1,260.00
9	Removal and Disposal of Concrete Pavement		24.00	SY	\$20.00	\$480.00
14	Removal and Disposal of Concrete Sidewalks		3.00	SY	\$18.00	\$54.00
18	Removal and Disposal of Trees		3.00	EA	\$2,000.00	\$6,000.00
22	Remove and Salvage Fence		10.00	LF	\$34.00	\$340.00
91	Solid Sodding		161.00	SY	\$13.00	\$2,093.00
98	Concrete Combination Curb and Gutter (Type A)		12.00	LF	\$40.00	\$480.00
104	Concrete Sidewalk		6.00	SY	\$20.00	\$120.00
234	12-Inch Cut, Cap and Anchor Collar Block		1.00	EA	\$7,300.00	\$7,300.00
246	Asphalt Pavement Repair		70.00	SY	\$160.00	\$11,200.00
247	Concrete Pavement Repair		24.00	SY	\$158.00	\$3,792.00
248	Crushed Stone (ARDOT Class 7) Backfill for Water Line		211.00	TN	\$40.00	\$8,440.00
SUBTOTAL - EXISTING PAY ITEMS					Subtotal:	\$41,643.00
NEW	1-Inch Service Line w/ Double 5/8" Meter Set (Long Side of Street)- Labor & Equipment (2 EA)		2.00	Day	\$3,650.00	\$7,300.00
NEW	1-Inch Service Line w/ Double 5/8" Meter Set (Long Side of Street)- Materials		2.00	EA	\$4,737.00	\$9,474.00
NEW	Reroute Existing 3/4" Plumbing Service Line- Labor & Equipment (50 LF)		1.00	Day	\$1,054.00	\$1,054.00
NEW	Reroute Existing 3/4" Plumbing Service Line- Materials		50.00	LF	\$36.00	\$1,800.00
NEW	Plug & Abandon Existing Plumbing Service Line (1 EA)		0.20	Day	\$1,055.00	\$211.00
NEW	Meter Box Removal (2 EA)		0.50	Day	\$1,054.00	\$527.00
NEW	2-Inch Service Line w/3 1" Meters (Short Side of Street)- Labor & Equipment (1 EA)		2.50	Day	\$3,650.00	\$9,125.00
NEW	2-Inch Service Line w/3 1" Meters (Short Side of Street)- Materials		1.00	EA	\$7,150.00	\$7,150.00
NEW	1.5" Water Service from 2nd St. to Alley C- Labor & Equipment (180 LF)		3.50	Day	\$3,650.00	\$12,775.00
NEW	1.5" Water Service from 2nd St. to Alley C- Materials		180.00	LF	\$48.00	\$8,640.00

Proposal					
Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description					
NEW	6-Inch Ductile Iron Pipe - (FIRELINE)- Labor & Equipment (76 LF)	1.50	Day	\$3,650.00	\$5,475.00
NEW	6-Inch Ductile Iron Pipe - (FIRELINE)- Materials	76.00	LF	\$75.00	\$5,700.00
NEW	Hydro Excavation (Vac Truck)	20.00	HR	\$300.00	\$6,000.00
SUBTOTAL - NEW PAY ITEMS				Subtotal:	\$75,231.00
GRAND TOTAL:					\$116,874.00

Proposal Certification

Clarifications:

Revised pricing is a per day rate for the labor & equipment based on the crew hours we expect each task to take for the new bid items.

Pricing based upon GIS overlay sketches provided by RWU. All items priced (new and existings) are based and interpreted on the sketches provided. Additional items requested will be subject to review and additional pricing. Included in the proposal are additional markups (green colored) by CHC providing additional illustration for review of pricing.

Additionally pricing includes two subtotals. Subtotal 1 contains cost of exisitng pay items, subtotal 2 contains cost of new pay items to be established.

Poplar Street Improvements	
Total Owner's Allowance	\$ 250,000.00
Previous Change Order	\$ 249,940.00
Owner's Allowance Remaining	\$ 60.00
Change Order 2	\$ 116,874.00
Change To Contract Total	\$ 116,814.00

Staff recommends approving the Change Order for Poplar Street Improvements in the amount of \$116,814.00

Staff requests authorization to enter into an agreement with Freese & Nichols, Inc. for the update of the water master plan, at an hourly rate not to exceed \$80,000. Staff further requests authorization to negotiate the final form and content of the Agreement.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by Rogers Water Utilities (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Wastewater Master Plan Update.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a not to exceed fee of \$80,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is March 13, 2025.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

ROGERS WATER UTILITIES

By: _____
Name: _____
Title: _____
Date: _____

FREESE AND NICHOLS, INC.

By: Mazen H. Kawasmi
Name: Mazen H. Kawasmi, PE
Title: Vice President
Date: March 13, 2025

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

PROJECT UNDERSTANDING:

Freese and Nichols, Inc. (FNI) understands that the Rogers Water Utility (RWU) is seeking to perform a mid-cycle update of the City-wide Wastewater Master Plan. FNI understands that the City of Rogers updated the development code to encourage higher density. FNI will develop updated land use assumptions and population projections to project wastewater flows by basin for Buildout conditions. FNI will update the existing hydraulic model to include recently constructed lines and utilize the model to verify or update future collection system improvement alternatives.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Phase A: Project Management

- A1. Project Kickoff Meeting and Data Collection: FNI will meet with RWU virtually to review scope and schedule of the project and critical milestones. FNI will prepare a data request memorandum outlining data needed for the Wastewater Master Plan update.
- A2. Project Administration: FNI will perform general administrative duties associated with the project, including planning, progress monitoring and monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with the City to help meet the needs of the City promptly and executing work according to the work plan, budget, and schedule.

Phase B: Land Use Update and Wastewater Flow Projections

- B1. Meeting with Planning Department: FNI will meet with RWU and City of Rogers Planning Staff in-person to discuss population and land use assumptions. Projected densities, growth rates, and redevelopment areas will be identified. During this meeting, FNI and the planning staff will identify potential growth areas in the RWU wastewater collection system that will develop with higher density than previously identified due to changes in the development code.
- B2. Update Land Use Assumptions for Buildout Conditions: FNI will update the population projections used in the previous Wastewater Master Plan based on population and land use data provided by the City.
- B3. Update and Distribute Wastewater Flow Projections: FNI will update wastewater flow projections for existing and Buildout conditions using input from staff and selected design criteria. FNI will update the wastewater flows in the service area based on the existing and future population distribution.

- B4. Virtual Progress Meeting #1: Population, Land Use, and Wastewater Flow Projections: FNI will meet virtually with RWU to present assumptions, methodology, and results of land use assumptions and wastewater flow projections.

Phase C: Model Update and Future Wastewater System Analyses

- C1. Update Wastewater Model: FNI will update the existing wastewater model to include any recently constructed lines using as-builts or available GIS data. FNI will distribute future wastewater flows to subcatchments in the model using the updated flow projections in Task B3. Future large industrial and commercial demands will be distributed as point loads to the wastewater system model.
- C2. Existing and Future Collection System Evaluation: FNI will analyze the wastewater model under existing and future peak wet weather conditions and identify surcharging and overflow locations and other capacity/restriction issues. FNI will prepare mapping and model results showing all surcharging and overflow locations.
- C3. Verify and/or Update Wastewater Collection System Improvements: Using the results of future model, FNI will verify or identify modifications to proposed improvements to eliminate excessive surcharging and overflows in the collection system resulting from increased wastewater flow from projected future development. Develop mapping showing improvements required for the 5-year, 10-year and Buildout planning periods as well as improvements needed to correct existing deficiencies.
- C4. Progress Meeting #2: Wastewater System Improvement Alternatives: FNI will attend a virtual progress meeting with the City to discuss the future year wastewater modeling and system improvement alternatives evaluation.

Phase E: Wastewater System Capital Improvements Plan and Report

- D1. Update Wastewater System Capital Improvement Plan (CIP) Costs, Schedule, and Mapping: FNI will update the comprehensive Capital Improvements Plan based on changes to future growth projections. Costs for each proposed project will be developed in Year 2025 dollars including engineering and contingencies. Large scale system-wide maps will be produced showing proposed

projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a detailed description and justification for each project.

- D2. Progress Meeting #3: Wastewater System Capital Improvements Plan: FNI will meet with RWU in-person to discuss the draft Capital Improvements Plan. FNI will revise CIP according to comments and recommendations from City.
- D3. Draft Wastewater Master Plan Update Technical Memorandum: FNI will prepare a draft Technical Memorandum (TM) that summarizes the methodology and results of the Wastewater Master Plan update. FNI will submit two (2) hard copies and a PDF file of the draft report to the City for review.
- D4. Final Wastewater Master Plan Update TM: FNI will incorporate comments on the draft TM and submit the final report to the City. FNI will submit five (5) hard copies and a PDF file of the final report to the City.
- D5. Utility Board Presentation: FNI will prepare a presentation of Wastewater Master Plan Update detailing the model update process, results of the updated hydraulic analyses, and revisions to the capital improvements plan. FNI will make one in-person presentation on the Wastewater Master Plan Update to the Rogers Utility Board.

Summary of Meetings:

- Project Kickoff Meeting (Virtual)
- Meeting with Planning Department (in-person)
- Progress Meeting #1 (Virtual): Wastewater Flow Projections
- Progress Meeting #2 (Virtual): Wastewater System Improvement Alternatives
- Progress Meeting #3 (in-person): Wastewater System Capital Improvements Plan
- Utility Board Presentation (in-person)

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

- A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

- E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- H. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within 5 months of Notice-to-Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

FNI's Project Representative	Name: Cullen Carlson, PE E-mail: Cullen.carlson@freese.com Phone: 214-217.2259
FNI's Accounting Representative	Name: Lisa Broussard E-mail: Lisa.Broussard@freese.com Phone: 972-331-6021

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Eighty Thousand Dollars (\$80,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	139
Professional 2	170
Professional 3	193
Professional 4	219
Professional 5	257
Professional 6	297
Construction Manager 1	120
Construction Manager 2	150
Construction Manager 3	163
Construction Manager 4	203
Construction Manager 5	245
Construction Manager 6	282
Construction Representative 1	108
Construction Representative 2	120
Construction Representative 3	150
Construction Representative 4	163
CAD Technician/Designer 1	118
CAD Technician/Designer 2	155
CAD Technician/Designer 3	189
Corporate Project Support 1	114
Corporate Project Support 2	137
Corporate Project Support 3	182
Intern / Coop	77

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

2022025

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client or "RWU" as used herein refers to the Rogers Water Utilities of the City of Rogers, Arkansas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, "services" refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **NO CAUSE TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination by Client, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination. In the event of termination by FNI, FNI will pay to Client, Client's reasonable expenses for the cost of procuring this Agreement and Client's reasonable expenses for securing substitute services, including without limitation, time spent by Client's employees at a reasonable hourly rate along with time spent by Client's outside contractors at the regular hourly rate charged by such outside contractors to Client.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000	Workers' Compensation As required by Statute
Automobile Liability (Any Auto) CSL \$1,000,000	Professional Liability \$3,000,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All common law, statutory and other reserved rights (including copyright) in the instruments of service (including, without limitation, all drawings, reports data and other project information developed in the execution of the services provided under this Agreement) and the related electronic media, shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others for any project other the one originally intended. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. FNI may reuse all drawings, report data and other project information in the execution of the services provided under this Agreement in FNI's other activities, provided that FNI takes measures to remove any Confidential Information of Client from such drawings, report data, or other project information. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client,

POLLUTANTS AND HAZARDOUS WASTES: It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

9. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
11. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's statements for services.

If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
12. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
13. **SUCCESSORS AND ASSIGNMENTS:** This Agreement is binding on the parties hereto and on each of the party's successors and assigns. Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
14. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.
16. **TORT IMMUNITY.** Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to RWU, the Rogers Waterworks and Sewer Commission, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable

law.

17. **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 Owner, the Rogers Waterworks and Sewer Commission and the City of Rogers) shall have standing to enforce the terms of this agreement.
18. **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.
19. **GOVERNING LAW AND VENUE.** This Agreement and all Contract Documents shall be governed by the laws of the State of Arkansas without giving effect to its conflict of law principles. Venue for any action concerning this Agreement shall lie exclusively in the State or Federal Courts embracing Benton County, Arkansas, unless another venue is required by applicable law
20. **CONFIDENTIAL INFORMATION.** FNI will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Client information it receives in connection with its performance of the services. FNI will safeguard and keep confidential all information about Client and Client's Customers including, without limitation the personal information of Client's customers, and confidential information relating to security for any public water system or municipally owned utility system including risks 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 information that if disclosed might jeopardize or compromise efforts to secure and protect the public water system or municipally owned utility system. In the event FNI is served with any subpoena, federal, state, or otherwise, that purports to require production of any information concerning Client or Client's customers, prior to producing any records, testifying, or otherwise providing any information in response to the subpoena, FNI, will promptly notify Client by telephone, and will promptly notify Client in writing, by electronic mail, with a copy by U.S. Mail, of the subpoena so that Client may seek court protection of such records.