



**ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA
JULY 21, 2025
4:00 PM**

AGENDA

CALL TO ORDER:

PUBLIC FORUM:

1. Employee Recognitions

PUBLIC REQUESTS AND APPEALS:

ACTION ON MINUTES:

1. June 16, 2025 Water and Sewer Commission Minutes

REPORTS:

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

OLD BUSINESS:

NEW BUSINESS:

1. Resolution 25-24 Waiving Competitive Bidding for Purchase of Sewer Flow Monitoring Equipment - B. Sartain
2. Resolution 25-25 Amending Interconnection Agreement with City of Bentonville - B. Sartain
3. Mt Hebron Metering Station Design Contract - B. Sartain
4. Resolution 25-26 Encroachment Agreement for Pinnacle Springs Development - B. Sartain
5. Approval of CMAR Procurement Method for RPCF Expansion Project - B. Sartain
6. Resolution 25-27 Waiving Competitive Bidding for Truck Service Bodies - J. Lunsford
7. Approval of the Purchase of a Wachs Valve Exerciser - J. Lunsford

ADJOURN:

Rogers Waterworks and Sewer Commission
June 16, 2025
Minutes

The Rogers Waterworks and Sewer Commission held its monthly meeting at 4:00 PM, June 16, 2025, at the Rogers Water Utilities Administration Building located at 601 S 2nd Street.

Present were Commissioners Paige Sultemeier, Travis Greene, Kathy McClure, Jene' Huffman-Gilreath and Chairman Jerry Carmichael. Rogers Water Utilities staff present were Jerry Roegner, Jered Sigmon, Johnny Lunsford, Aaron Short, Jennifer Hoffman, Todd Beaver, Brian Sartain, Mario Morales and Brent Dobler. Robert Frazier from the Frazier Law Firm, Jim and Bea Keller, and Laura Hammarstrom were also in attendance.

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

Chairman Carmichael recognized Jim Keller to speak under Public Requests and Appeals. Jim Keller spoke to his issue with sewer service. Chairman Carmichael stated that the issue is in process and Mr. Frazier gave an update on the process taking place. J. Gagliardo was listed as a participant under this section also but was not in attendance.

Chairman Carmichael then called for action on the minutes from the May 20, 2025, Water and Sewer Commission meeting. Commissioner McClure made a motion to approve the May 20, 2025, minutes. Commissioner Sultemeier seconded. All in favor, minutes were approved.

Chairman Carmichael then recognized Jered Sigmon to present the financial reports. Billed revenue in the Water department for May 2025 was down 11.8% from May 2024 at \$1,578,376. Water consumption was down .4% at 229,447,962 gallons. The Water department reported a net income of \$335,780 for May 2025 and YTD income of \$5,084,279. The percentage of Fiscal Year Passed is at 92%. Water revenues are 96% of budget and expenses are 93% of budget. Capital spend is 42%.

The Sewer department billed revenue for the month of May 2025 is down 13.3% from May 2024 at \$1,751,994. Sewer consumption was down .7% at 187,432,900 gallons. The Sewer department reported a net income of \$674,690 and a YTD income of \$8,641,959. The percentage of Fiscal Year Passed is at 92%. Sewer revenues are at 96% of budget and expenses are at 90% of budget. Capital is at 34%.

Unrestricted cash reserves for May 2025 in Water are \$25,776,595 and in Sewer are \$23,902,349. Restricted funds in Water are \$3,755,483 and in Sewer are \$2,908,312. Total restricted and unrestricted cash reserves are \$56,342,739. This is an increase of \$4,863,170 from May 2024. The 12-month rolling average for lost water is 7%.

Chairman Carmichael then recognized Brian Sartain to present the Engineering Reports. Mr. Sartain went over the Development Plan Review and the twelve-month trend. RWU is currently evaluating flow monitoring hardware and technology for our sewer study project. The joint contract with Bentonville on the 48" emergency construction is ongoing. RWU and consultants have met with Community Development to overlay the new densities into our existing sewer model. Blossom Way sewer assessment is underway on the large diameter pipe and RWU is evaluating our options. All options will involve a temporary detour of the Razorback Greenway. Our next two bids that will be going out will be our HWY 12 Waterline Replacement and our Chestnut Street waterline project. This required railroad approval for a bore, and we have now

received that approval. Brian then discussed a possible issue with an underground storage tank removal associated with the Solids Handling Project Ph 2 at the RPCF. We have engaged a consultant, PMI, to help mitigate this issue. Easement acquisition continues to progress on the Western Corridor Pump Station transmission main project. A meeting with ADH was held to discuss development sewer capacity to communicate our flow monitoring and model evaluation.

Chairman Carmichael then recognized Todd Beaver to present the Rogers Pollution Control Facility reports. Todd went over the DMR's, Industrial Pretreatment Activities, and the FOG program. Todd informed the Commission that many of the smaller local FOG disposal sites are no longer servicing grease interceptor waste. The existing FOG haulers could now incur additional costs to dispose of this waste. RWU will closely monitor this situation to ensure illegal dumping does not take place. Several RWU personnel presented to 6th graders at Lingle Middle School during their Nature Days event where they taught them about the Clean Water Act and also had each of the students build their own water filters. A very small chlorine leak occurred during a tank change out. There were no injuries involved, no danger to the public, and no property damage. RWU reviewed our equipment, policies, and training involved and made a change to the equipment (wrench replacement). The plant treated 426.8 MG in May, treating approximately 147.8 MG of I&I. The average daily flow for the month was 13.8 MGD. These flows included 6.13" of rain over 12 events. The historical average rainfall for May is 5.92".

Chairman Carmichael then recognized Brent Dobler to present RESOLUTION 25-13 A RESOLUTION RECOMMENDING ADOPTION OF A NEW WATER RATE SCHEDULE; AND FOR OTHER PURPOSES. Mr. Dobler informed the Commission that RWU arrived at these rates by utilizing the RWU Water Master Plan. This master plan is an invaluable aid that ultimately allows the utility to stay ahead of growth, and not behind. RWU staff and consultants make changes when necessary to stay in front of changes in development codes such as the densities of new developments. This allows RWU to make planned, gradual changes to our rates. Commissioner Jene' Huffman Gilreath made a motion to approve RESOLUTION 25-13 A RESOLUTION RECOMMENDING ADOPTION OF A NEW WATER RATE SCHEDULE; AND FOR OTHER PURPOSES, seconded by Commissioner Greene. All in favor, Resolution 25-13 passed.

Chairman Carmichael then recognized Brent Dobler to present RESOLUTION 25-14 A RESOLUTION RECOMMENDING ADJUSTMENT OF DEVELOPMENT IMPACT FEES FOR WATER SERVICE; AND FOR OTHER PURPOSES. Mr. Dobler informed the Commission that our rate study consultant uses an industry standard calculation to determine the actual water impact fees that RWU could charge. RWU's proposed impact fees are less than this number. He explained that impact fees are an equitable way for new developments to pay for their share of the infrastructure improvements that allow for development capacity. Essentially, growth helps pay for growth and this is an equitable solution for our ratepayers. Commissioner Greene made a motion to approve RESOLUTION 25-14 A RESOLUTION RECOMMENDING ADJUSTMENT OF DEVELOPMENT IMPACT FEES FOR WATER SERVICE; AND FOR OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 25-14 passed.

Chairman Carmichael then recognized Brent Dobler to present RESOLUTION 25-15 A RESOLUTION RECOMMENDING ADOPTION OF A NEW SEWER RATE SCHEDULE, AND FOR OTHER PURPOSES. Mr. Dobler informed the Commission that RWU arrived at these rates by utilizing the RWU Collection System and the Rogers Pollution Control Facility Master Plans. These master plans are an invaluable aid that ultimately allows the utility to stay ahead of growth, and not behind. RWU staff and consultants make changes when necessary to stay in

front of changes in development codes such as the densities of new developments. This allows RWU to make planned, gradual changes to our rates. Commissioner McClure made a motion to approve RESOLUTION 25-15 A RESOLUTION RECOMMENDING ADOPTION OF A NEW SEWER RATE SCHEDULE; AND FOR OTHER PURPOSES, seconded by Commissioner Jene' Huffman Gilreath. All in favor, Resolution 25-15 passes.

Chairman Carmichael then recognized Brent Dobler to present RESOLUTION 25-16 A RESOLUTION RECOMMENDING ADJUSTMENT OF DEVELOPMENT IMPACT FEES FOR SEWER SERVICE; AND FOR OTHER PURPOSES. Mr. Dobler informed the Commission that our rate study consultant uses an industry standard calculation to determine the actual sewer impact fees that RWU could charge. RWU's proposed impact fees are less than this number. He explained that impact fees are an equitable way for new developments to pay for their share of the infrastructure improvements that allow for development capacity. Essentially, growth helps pay for growth and this is an equitable solution for our ratepayers. Commissioner Greene made a motion to approve RESOLUTION 25-16 A RESOLUTION RECOMMENDING ADJUSTMENT OF DEVELOPMENT IMPACT FEES FOR SEWER SERVICE; AND FOR OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 25-16 passed.

Chairman Carmichael then recognized Jennifer Hoffman to present RESOLUTION 25-17 A RESOLUTION AMENDING THE COMPENSATION ADMINISTRATION POLICY FOR THE ROGERS WATER UTILITIES: AMENDING PAY RANGES; AND FOR OTHER PURPOSES. Jennifer presented the updated compensation tables and explained that these ranges are calculated by a local third-party compensation consultant. She went on to explain that our current turnover rate at RWU is 9.1%. This is a budgeted item. Commissioner McClure made a motion to approve RESOLUTION 25-17 A RESOLUTION AMENDING THE COMPENSATION ADMINISTRATION POLICY FOR THE ROGERS WATER UTILITIES: AMENDING PAY RANGES; AND FOR OTHER PURPOSES, seconded by Commissioner Jene' Huffman Gilreath. All in favor, Resolution 25-17 passed.

Chairman Carmichael then recognized Jennifer Hoffman to present RESOLUTION 25-18 A RESOLUTION APPROVING THE POOL OF MERIT PAY INCREASE FUNDS FOR THE ROGERS WATER UTILITIES FOR THE NEXT BUDGETED YEAR; AND FOR OTHER PURPOSES. Jennifer stated that this establishes a 1.5% merit pay pool and that this amount mirrors the City of Rogers merit pay increase. Commissioner Jene' Huffman Gilreath made a motion to approve RESOLUTION 25-18 A RESOLUTION APPROVING THE POOL OF MERIT PAY INCREASE FUNDS FOR THE ROGERS WATER UTILITIES FOR THE NEXT BUDGETED YEAR; AND FOR OTHER PURPOSES, Commissioner McClure seconded. All in favor, Resolution 25-18 passed.

Chairman Carmichael then recognized Jered Sigmon to present RESOLUTION 25-19 A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN ACCOUNTING RECORDS OF ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES. Mr. Sigmon explained that in keeping with the Arkansas Code and RWU's own policies, it is time to dispose of certain accounting records. These documents in this action are from 2015, 2016 and 2017. Commissioner Jene' Huffman Gilreath made a motion to approve RESOLUTION 25-19 A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN ACCOUNTING RECORDS OF ROGERS WATER UTILITIES; AND FOR OTHER PURPOSES, seconded by Commissioner Sultemeier. All in favor, Resolution 25-19 passed.

Chairman Carmichael then recognized Brian Sartain to present RESOLUTION 25-20 A RESOLUTION AUTHORIZING AN ENCROACHMENT AGREEMENT WITH BEAVER LAKE AVIATION, INC., AND FOR OTHER PURPOSES. Brian explained that every now and then, an entity has no other choice but to build something within or upon one of our easements. In this case, it is a blast fence at the airport. This property is owned by the City but leased by Beaver Lake Aviation. This is a minor encroachment, but this agreement dictates that the owner is responsible for the replacement of anything built in this easement that might need to be demolished by RWU to gain access to its assets. Commissioner Greene made a motion to approve RESOLUTION 25-20 A RESOLUTION AUTHORIZING AN ENCROACHMENT AGREEMENT WITH BEAVER LAKE AVIATION, INC.; AND FOR OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 25-20 passed.

Chairman Carmichael then recognized Robert Frazier to present RESOLUTION 25-21 A RESOLUTION AUTHORIZING EXECUTION OF A WATER SALES CONTRACT WITH BENTON COUNTY WATER DISTRICT #1 PUBLIC WATER AUTHORITY OF THE STATE OF ARKANSAS, RECOMMENDING PASSAGE OF A CITY ORDINANCE AUTHORIZING THE CONTRACT, AND FOR OTHER PURPOSES. Mr. Frazier explained that the existing contract with Benton County #1 expires soon, and this resolution will allow RWU to negotiate and put into place a new contract. This resolution will also require City Council approval. These contracts usually have a ten-year term. Commissioner McClure made a motion to approve RESOLUTION 25-21 A RESOLUTION AUTHORIZING EXECUTION OF A WATER SALES CONTRACT WITH BENTON COUNTY WATER DISTRICT #1 PUBLIC WATER AUTHORITY OF THE STATE OF ARKANSAS, RECOMMENDING PASSAGE OF A CITY ORDINANCE AUTHORIZING THE CONTRACT, AND FOR OTHER PURPOSES, Commissioner Jene' Huffman Gilreath seconded. All in favor, Resolution 25-21 passed.

Chairman Carmichael then recognized Johnny Lunsford to present RESOLUTION 25-22 A RESOLUTION APPROVING THE PURCHASE OF CERTAIN MOTOR VEHICLES; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES. Mr. Lunsford explained that RWU has located (3) new 2024 Ram 5500 tradesman chassis in Little Rock at a price that is less than what RWU had budgeted. These vehicles are not currently on the state bid. Our staff have researched regionally and cannot find a better price on these vehicles. Commissioner Huffman Gilreath made a motion to approve RESOLUTION 25-22 A RESOLUTION APPROVING THE PURCHASE OF CERTAIN MOTOR VEHICLES; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 25-22 passed.

Chairman Carmichael then recognized Mr. Frazier to present RESOLUTION 25-23 A RESOLUTION APPOINTING AN ORGANIZATIONAL REPRESENTATIVE FOR ANTICIPATED LITIGATION; AUTHORIZING FILING OF THE CLAIMS REGARDING A UTILITY EASEMENT AND SEWER SERVICE AT 952 N. 2ND STREET AND 954 N. 2ND STREET IN ROGERS, ARKANSAS, AND RELATED MATTERS; AND FOR OTHER PURPOSES. Mr. Frazier explained that we hope that we do not have to use this, but we should have this in place if required. This will appoint the Superintendent as the organizational representative if any enforcement actions are required. Commissioner Greene made a motion to approve RESOLUTION 25-23 A RESOLUTION APPOINTING AN ORGANIZATIONAL REPRESENTATIVE FOR ANTICIPATED LITIGATION; AUTHORIZING FILING OF THE CLAIMS REGARDING A UTILITY EASEMENT AND SEWER SERVICE AT 952 N. 2ND STREET AND 954 N. 2ND STREET IN ROGERS, ARKANSAS, AND RELATED MATTERS; AND FOR

OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 25-23 passed.

Chairman Carmichael then introduced the last item on the agenda: recommendation to the City Council of Commissioner McClure to serve another term on the Rogers Water and Sewer Commission. Commissioner Jene' Huffman Gilreath made a motion to approve Kathy McClure to another term on the Rogers Water and Sewer Commission, seconded by Commissioner Sultemeier. All in favor, motion passed. This recommendation will be presented to the City Council where they will vote on the appointment of Kathy McClure to another term on the Rogers Water and Sewer Commission.

With no further business, Chairman Carmichael adjourned the meeting at 5:03 pm.

Respectfully submitted,

Brent Dobler, Acting Secretary
File: rwwsmin061625

Rogers Water Utilities FY 2025 Financials (Unaudited)

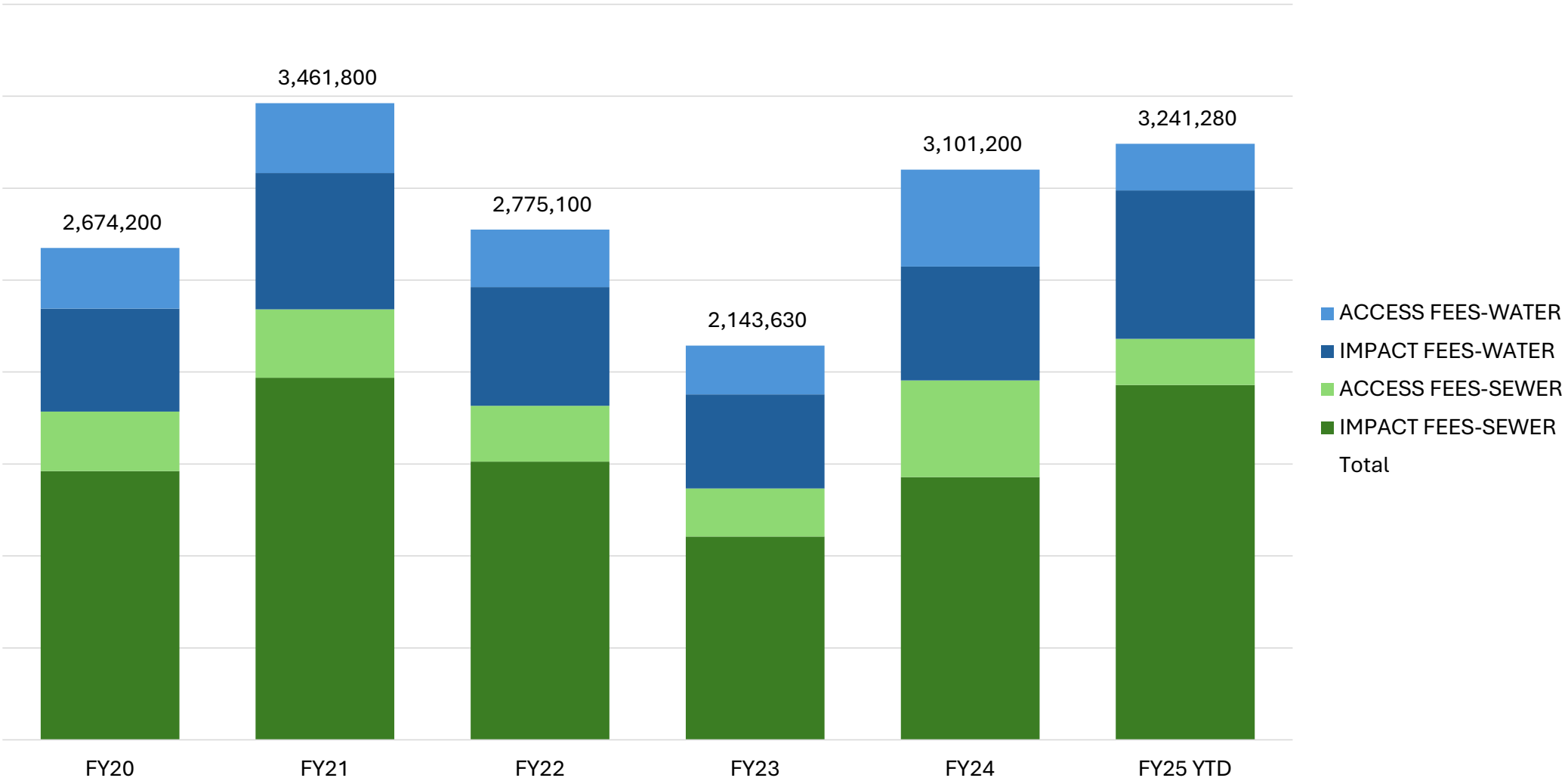
Presented 7/21/2025 to the
Rogers Waterworks and Sewer Commission

NOTE: Financials are subject to change as final accruals and year-end adjusting entries are posted.

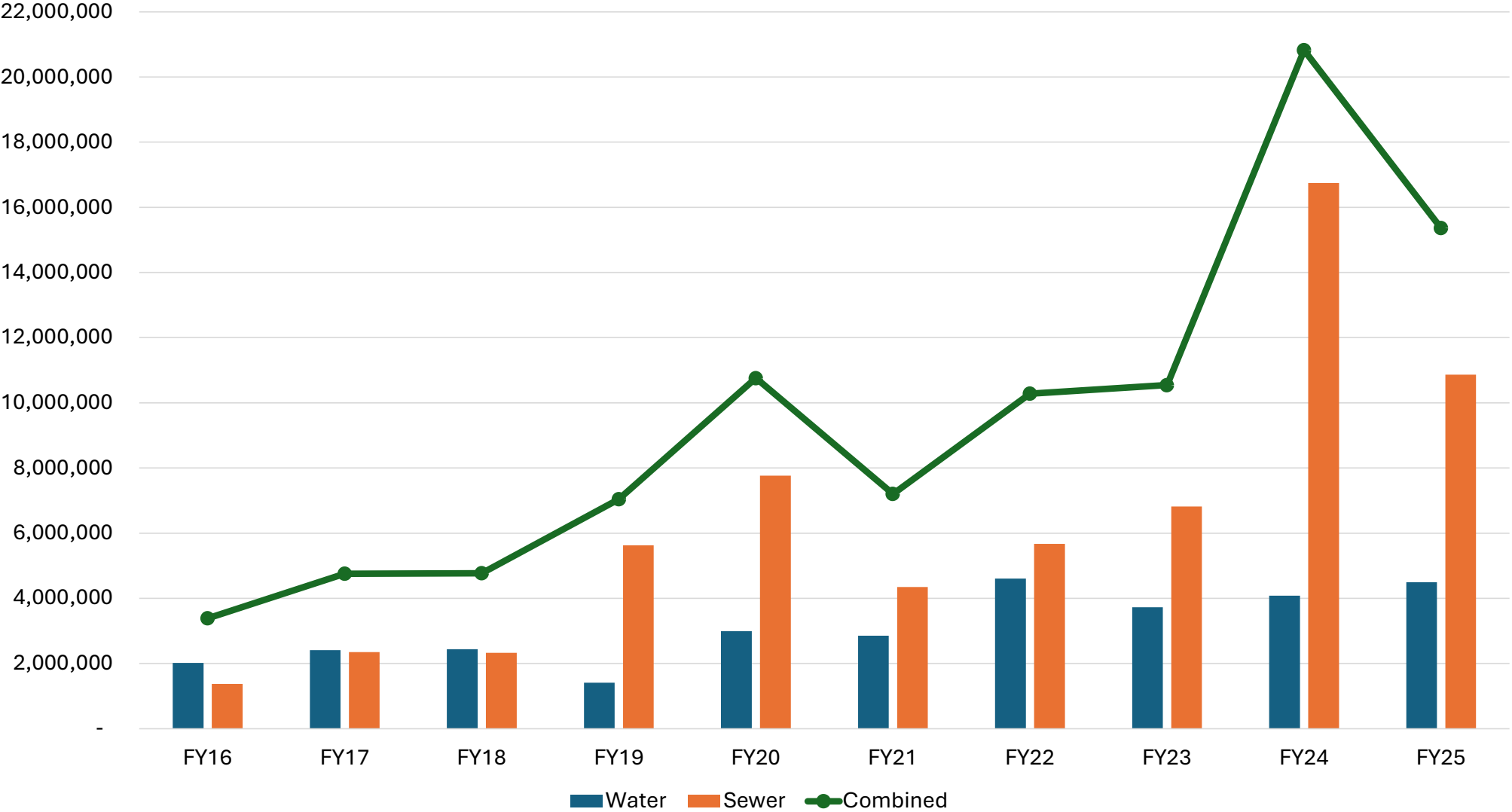
Budget to Actuals and YTD Income

	FY 2025 Budget	FY 2025 Actual	FY 2025 Variance	FY 2025 % of Budget	FY 2024 Actual
WATER					
Revenue	20,474,760	21,308,522	833,762	104.1%	20,108,015
General Expenses	10,919,380	11,271,288	351,908	103.2%	10,531,439
Engineering	477,854	711,779	233,925	149.0%	439,022
Field	2,814,019	2,823,447	9,428	100.3%	2,264,243
Office	1,462,825	1,363,997	(98,828)	93.2%	1,044,171
APERS Pension Adj.	-	167,366	167,366	N/A	182,526
Expense Total	15,674,078	16,337,877	663,799	104.2%	14,461,401
Water Income (Loss)	4,800,682	4,970,645	169,963	103.5%	5,646,615
SEWER					
Revenue	23,293,160	24,078,093	784,933	103.4%	23,634,250
General Expenses	4,350,585	4,404,466	53,881	101.2%	4,278,119
Engineering	609,651	649,225	39,574	106.5%	396,254
Field	2,527,470	2,654,600	127,130	105.0%	2,345,302
Office	1,283,534	1,224,719	(58,815)	95.4%	1,151,489
PCF	6,541,864	6,444,738	(97,126)	98.5%	6,765,477
APERS Pension Adj.	-	251,169	251,169	N/A	280,445
Expense Total	15,313,104	15,628,919	315,815	102.1%	15,217,085
Sewer Income (Loss)	7,980,056	8,449,174	469,118	105.9%	8,417,165

Access & Impact Fees



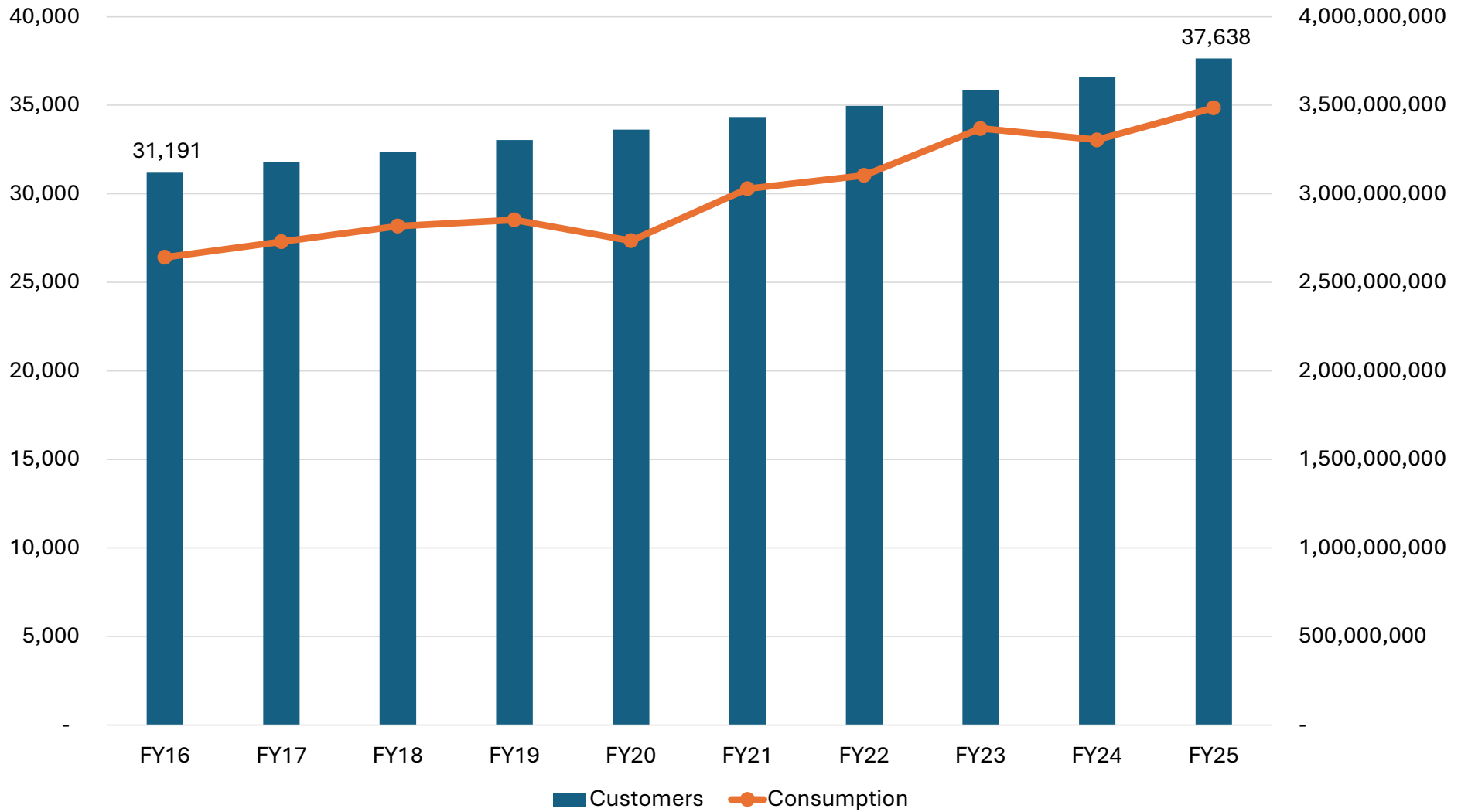
Capital Investment



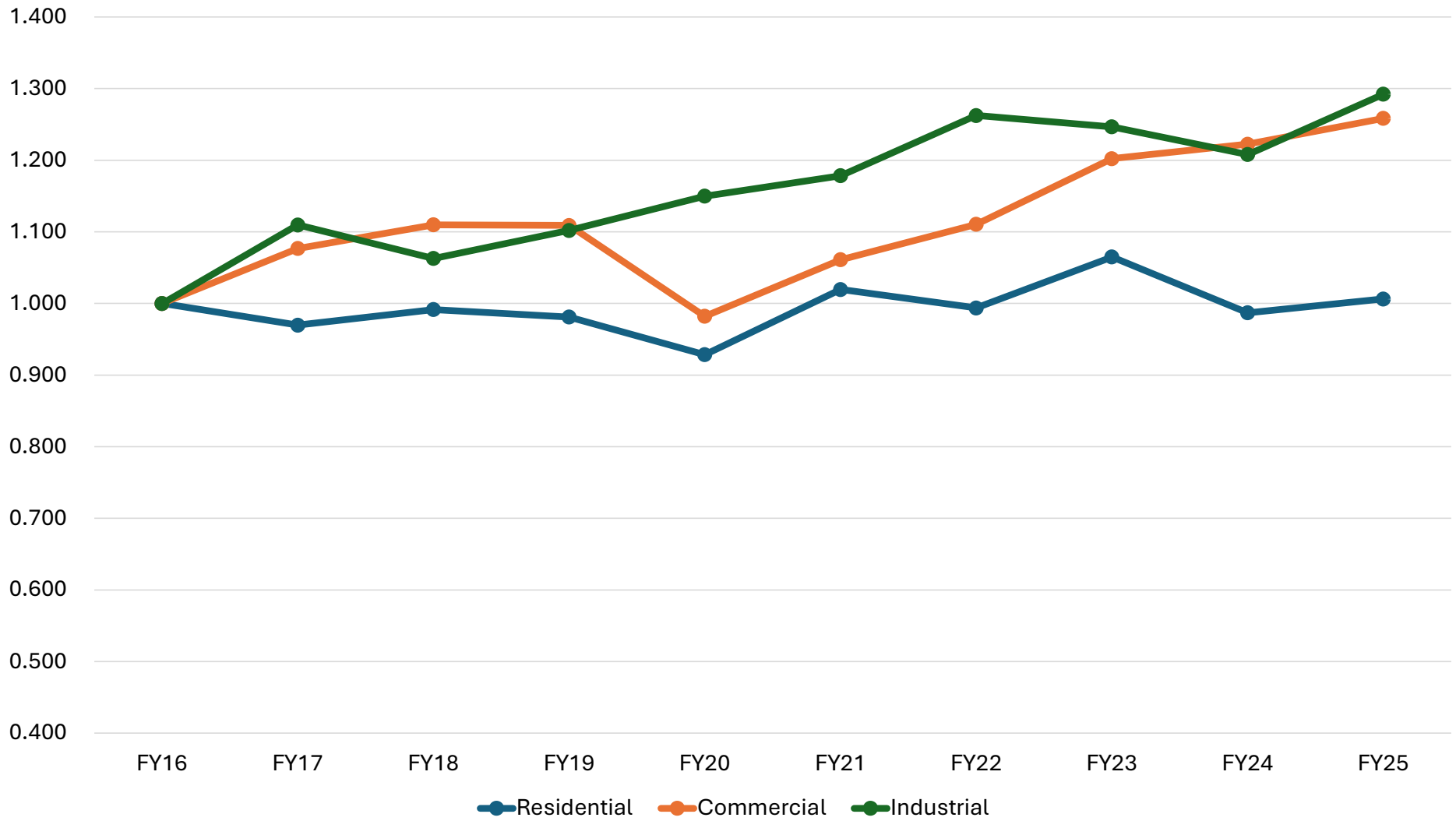
Unrestricted and Restricted Funds

	JUN 2025			JUN 2024			Variance
	Unrestricted	Restricted	GRAND TOTAL	Unrestricted	Restricted	GRAND TOTAL	
TOTAL WATER RESERVES	\$ 26,182,505	\$ 3,986,525	\$ 30,169,030	\$ 21,137,056	\$ 6,245,221	\$ 27,382,276	2,786,754
Minimum Reserves	40.9% 10,704,000	1,469,996	12,173,996			14,459,000	
Total Above Minimums	59.1% \$ 15,478,505	\$ 2,516,529	\$ 17,995,034			\$ 12,923,276	
TOTAL SEWER RESERVES	\$ 24,319,505	\$ 3,141,332	\$ 27,460,836	\$ 21,068,532	\$ 2,454,967	\$ 23,523,499	3,937,338
Minimum Reserves	37.2% 9,049,000	-	9,049,000			14,856,000	
Total Above Minimums	62.8% \$ 15,270,505	\$ 3,141,332	\$ 18,411,836			\$ 8,667,499	
GRAND TOTAL	\$ 50,502,010	\$ 7,127,857	\$ 57,629,866	\$ 42,205,588	\$ 8,700,187	\$ 50,905,775	6,724,091

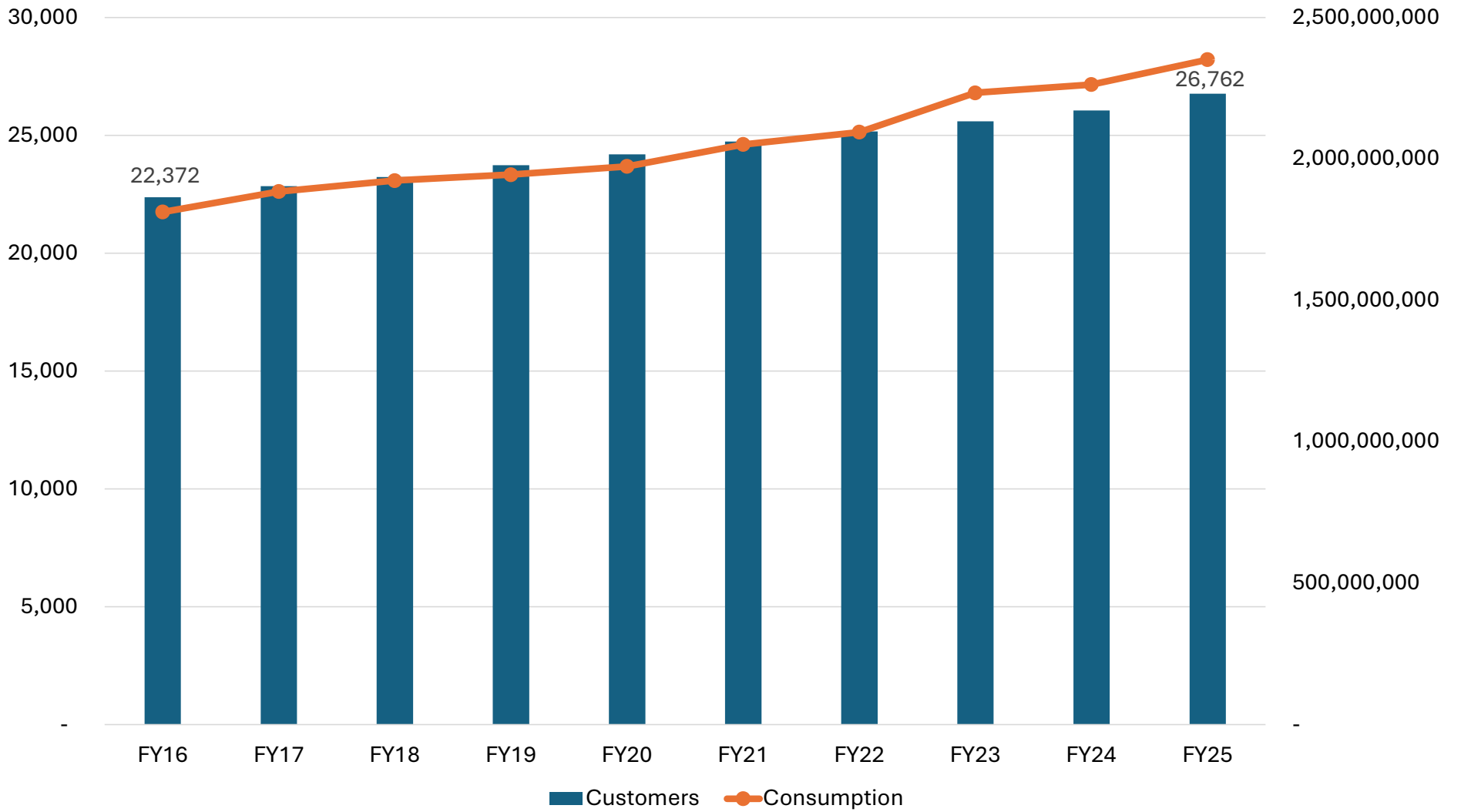
Billed Water Consumption



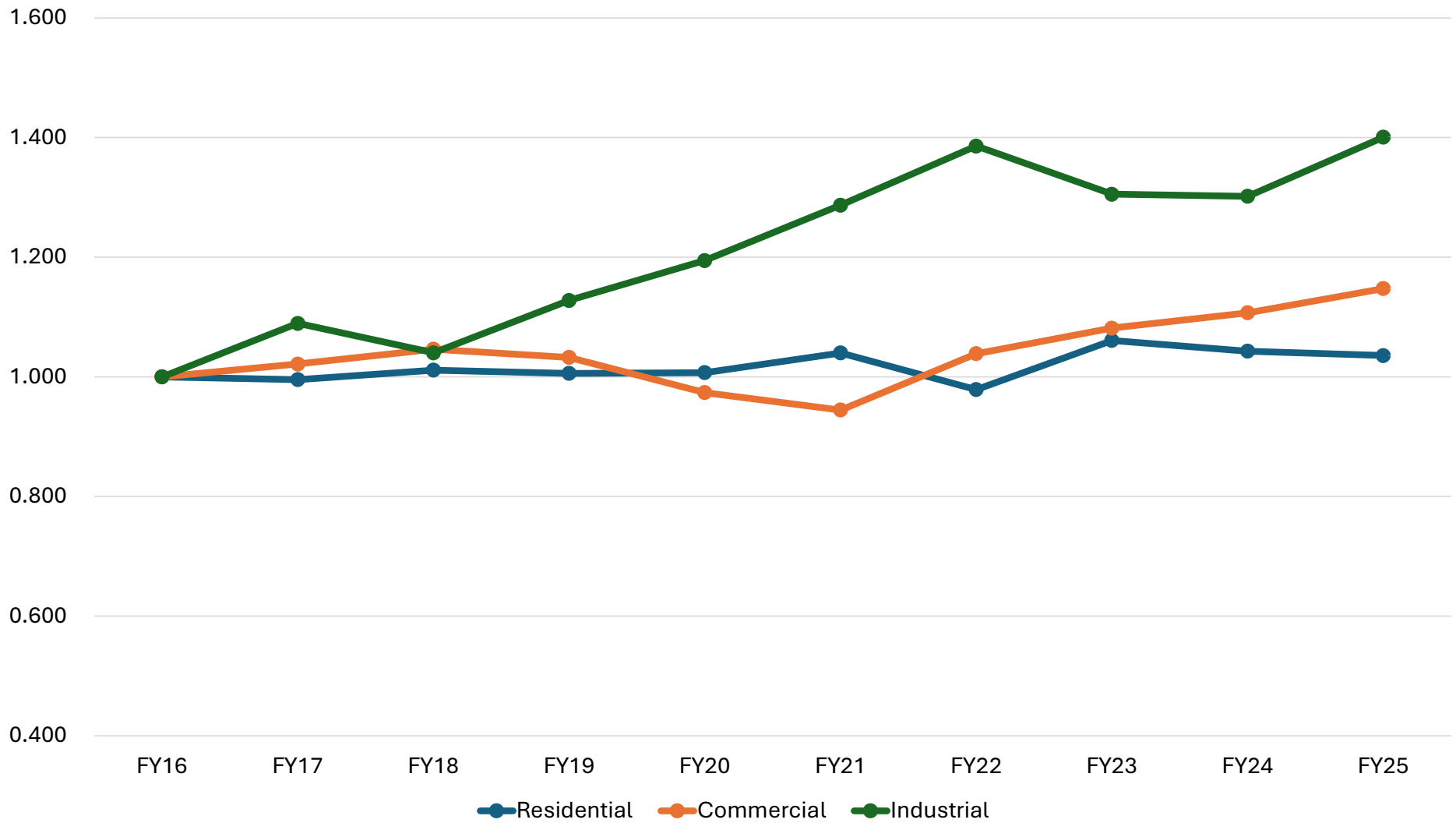
Change in Average Water Consumption



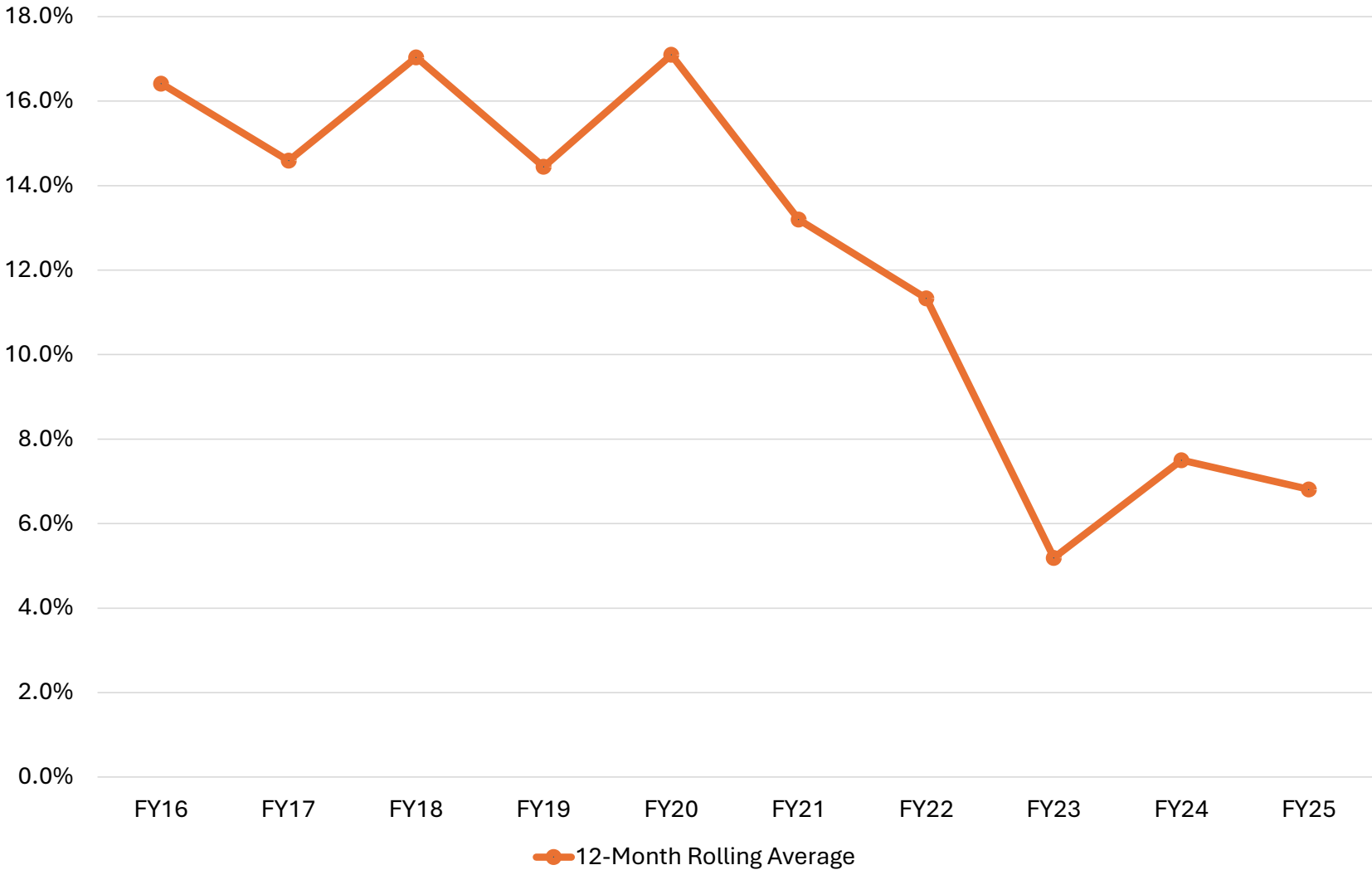
Billed Sewer Consumption



Change in Average Sewer Consumption



Lost Water by Fiscal Year



July 21, 2025

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

Billed Revenue and Consumption

Jun 2025	Billed Revenue Current Month	Billed Revenue YOY % Change	Res/Comm/Ind YOY % Change	Consumption Current Month	Consumption YOY % Change
Water	\$1,582,994	-4.5%	3.6%	281,724,214	-0.7%
Sewer	\$1,587,581	-6.3%	4.3%	195,967,556	0.5%

Actuals vs Budget

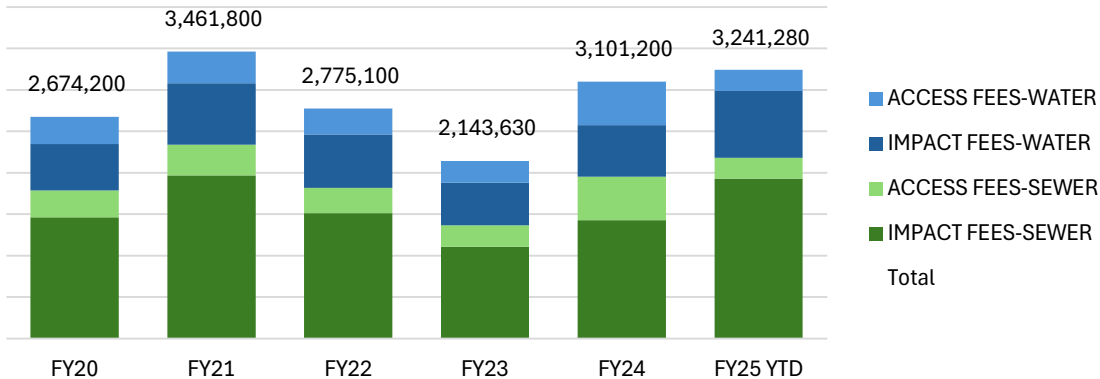
	% FY Passed	Revenues	Expenses	Capital
Water	100%	104%	104%	41%
Sewer	100%	103%	102%	37%

YTD Income (Loss)

Water YTD income is \$4.97M, exceeding FY25 budgeted income of \$4.80M.
 Sewer YTD income is \$8.45M, exceeding FY25 budgeted income of \$7.98M.

Access & Impact Fee Revenue

\$52,900 collected this month. YTD actuals are 105% of the FY24 total and 150% of the FY25 budget.



Cash Reserves

	Unrestricted	Restricted	Total	PY Total	Variance
Water	26,182,505	3,986,525	30,169,030	27,382,276	2,786,754
Sewer	24,319,505	3,141,332	27,460,836	23,523,499	3,937,338
Total	50,502,010	7,127,857	57,629,866	50,905,775	6,724,091

Other Financial Reporting Items

- 7% lost water (12-month rolling average)

Rogers Water Utilities
Monthly Income (Loss) comparisons

WATER	FY 2023		FY 2024		FY 2025		Cumulative	Cumulative
							Variance to PY	% Change to PY
July	\$ 606,058.75	\$ 667,444.11	\$ 593,361.69	\$ (74,082.42)				-11.1%
August	\$ 876,035.33	\$ 732,171.70	\$ 734,620.95	\$ (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	\$ 377,671.18	\$ 284,035.48				6.8%
March	\$ 210,489.19	\$ 334,526.73	\$ 42,447.92	\$ (8,043.33)				-0.2%
April	\$ 335,697.09	\$ 189,293.24	\$ 256,005.65	\$ 58,669.08				1.3%
May	\$ 434,038.10	\$ 786,428.12	\$ 335,780.82	\$ (391,978.22)				-7.2%
June	\$ 264,440.84	\$ 136,196.63	\$ 53,730.82	\$ (474,444.03)				-8.5%
YTD Income (Loss)	\$ 5,084,908.55	\$ 5,612,454.83	\$ 5,138,010.80	\$ (474,444.03)				-8.5%

Income (Loss) Before APERS Pension Adjustment	\$ 5,084,908.55	\$ 5,612,454.83	\$ 5,138,010.80
APERS Pension Adjustment	\$ 30,599.45	\$ (182,525.83)	\$ (167,366.12)
Income per Audited Financial Stmts*	\$ 5,115,508.00	\$ 5,429,929.00	\$ 4,970,644.68

Annual Budget	\$ 3,415,000.00	\$ 3,740,000.00	\$ 4,800,682.00
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*FY 2025 unaudited

SEWER	FY 2023		FY 2024		FY 2025		Cumulative	Cumulative
							Variance to PY	% Change to PY
July	\$ 593,693.29	\$ 592,016.25	\$ 602,623.48	\$ 10,607.23				1.8%
August	\$ 618,119.21	\$ 561,720.12	\$ 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	\$ 648,822.34	\$ 157,207.55				3.7%
February	\$ (101,216.06)	\$ 440,563.77	\$ 537,689.73	\$ 254,333.51				5.5%
March	\$ 318,709.84	\$ 485,250.55	\$ 382,213.26	\$ 151,296.22				3.0%
April	\$ 492,677.70	\$ 463,073.47	\$ 505,505.29	\$ 193,728.04				3.5%
May	\$ 710,512.68	\$ 990,997.66	\$ 674,689.94	\$ (122,579.68)				-1.9%
June	\$ 100,471.06	\$ (471,872.11)	\$ 58,384.92	\$ 407,677.35				6.7%
Plus one-time ARPA grant	\$ -	\$ 2,812,107.58	\$ 2,187,890.42					
YTD Income (Loss)	\$ 5,031,342.33	\$ 8,916,883.64	\$ 8,700,343.83	\$ 407,677.35				6.7%

FY Income (Loss) Before APERS Pension Adjustment	\$ 5,031,342.33	\$ 8,916,883.64	\$ 8,700,343.83
APERS Pension Adjustment	\$ 37,100.67	\$ (280,444.64)	\$ (251,169.45)
Income per Audited Financial Stmts*	\$ 5,068,443.00	\$ 8,636,439.00	\$ 8,449,174.38

Annual Budget	\$ 4,620,000.00	\$ 3,348,250.00	\$ 7,980,056.00
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*FY 2025 unaudited



Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

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	1,647,958.99	21,308,521.67	833,761.67	104.07%
Expense	15,579,278.00	15,674,078.00	1,761,594.29	16,337,876.99	(663,798.99)	104.24%
Fund: 1 - WATER Surplus (Deficit):	4,895,482.00	4,800,682.00	(113,635.30)	4,970,644.68	169,962.68	103.54%
Fund: 2 - SEWER						
Revenue	23,293,160.00	23,293,160.00	1,675,530.65	24,078,093.08	784,933.08	103.37%
Expense	15,313,104.00	15,313,104.00	1,868,315.18	15,628,918.70	(315,814.70)	102.06%
Fund: 2 - SEWER Surplus (Deficit):	7,980,056.00	7,980,056.00	(192,784.53)	8,449,174.38	469,118.38	105.88%
Report Surplus (Deficit):	12,875,538.00	12,780,738.00	(306,419.83)	13,419,819.06	639,081.06	105.00%



Rogers Water Utilities, AR

Prior-Year Comparative Income Statement Account Summary

For the Period Ending 06/30/2025

		2024-2025 June Activity	2023-2024 June Activity	June Variance Favorable / (Unfavorable)	Variance %	2024-2025 YTD Activity	2023-2024 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 1 - WATER									
Revenue									
1-4440.00	RESIDENTIAL WATER	791,983.68	819,151.75	-27,168.07	-3.32%	10,507,690.19	9,690,531.55	817,158.64	8.43%
1-4450.00	COMMERCIAL WATER	450,628.70	421,999.50	28,629.20	6.78%	5,336,256.44	4,971,707.66	364,548.78	7.33%
1-4460.00	INDUSTRIAL WATER	172,279.22	159,838.89	12,440.33	7.78%	1,866,277.69	1,661,255.87	205,021.82	12.34%
1-4470.00	HYDRANTS	1,028.90	1,205.00	-176.10	-14.61%	14,072.22	14,253.35	-181.13	-1.27%
1-4470.01	FIRE LINES	11,740.00	11,520.00	220.00	1.91%	139,175.33	134,526.11	4,649.22	3.46%
1-4470.02	LABOR SALES	12,062.31	5,323.04	6,739.27	126.61%	67,812.94	54,781.48	13,031.46	23.79%
1-4470.03	AR DEPT OF HEALTH FEE	12,295.16	12,044.07	251.09	2.08%	145,896.44	143,574.87	2,321.57	1.62%
1-4470.04	LARGE TAP FEES	0.00	525.00	-525.00	-100.00%	12,450.00	38,284.15	-25,834.15	-67.48%
1-4470.05	MACHINE TIME SALES	7,173.72	2,935.00	4,238.72	144.42%	30,702.76	25,772.91	4,929.85	19.13%
1-4470.06	HYDRANT METER RENTALS	5,012.00	4,669.00	343.00	7.35%	57,456.00	59,738.00	-2,282.00	-3.82%
1-4470.07	MISC. WATER SALES	3,407.95	6,420.74	-3,012.79	-46.92%	59,004.29	262,237.37	-203,233.08	-77.50%
1-4471.00	SERVICE CHG. INCOME	23,620.00	19,755.00	3,865.00	19.56%	237,360.00	227,440.00	9,920.00	4.36%
1-4471.05	PENALTY	38,327.00	36,259.73	2,067.27	5.70%	428,289.13	416,346.76	11,942.37	2.87%
1-4472.00	INTEREST INCOME-INVESTMNTS	53,395.20	61,533.17	-8,137.97	-13.23%	812,320.44	874,420.72	-62,100.28	-7.10%
1-4472.01	INTEREST INCOME-BANK ACCTS	21,907.27	12,514.75	9,392.52	75.05%	251,510.44	141,042.16	110,468.28	78.32%
1-4472.98	INTEREST INCOME-BOND FUNDS	3,296.16	2,912.22	383.94	13.18%	36,983.32	32,751.41	4,231.91	12.92%
1-4474.00	SALE OF ASSETS	7,530.00	0.00	7,530.00	0.00%	162.97	0.00	162.97	0.00%
1-4475.00	RENT INCOME	0.00	1,199.00	-1,199.00	-100.00%	5,044.48	14,424.00	-9,379.52	-65.03%
1-4476.00	NEW CUSTOMER FEES	6,575.00	7,750.00	-1,175.00	-15.16%	68,400.00	68,225.00	175.00	0.26%
1-4476.10	ACCESS FEES	300.00	33,000.00	-32,700.00	-99.09%	253,200.00	528,300.00	-275,100.00	-52.07%
1-4476.20	IMPACT FEES	18,700.00	99,000.00	-80,300.00	-81.11%	807,080.00	618,800.00	188,280.00	30.43%
1-4482.00	INLAND BILLING REVENUE	5,667.75	5,564.00	103.75	1.86%	67,174.50	66,296.78	877.72	1.32%
1-4485.00	MISCELLANEOUS INCOME	1,028.97	7,473.34	-6,444.37	-86.23%	104,202.09	63,305.03	40,897.06	64.60%
	Revenue Total:	1,647,958.99	1,732,593.20	-84,634.21	-4.88%	21,308,521.67	20,108,015.18	1,200,506.49	5.97%
Expense									
Department: 555 - GENERAL EXPENSES									
1-555-5251	TRAVEL AND ENT EXPENSE	0.00	1,646.63	1,646.63	100.00%	75.00	3,461.13	3,386.13	97.83%
1-555-5252	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	625.00	1,750.00	1,125.00	64.29%
1-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	0.00	0.00	0.00	0.00%	258.98	341.92	82.94	24.26%
1-555-5302	JANITORIAL EXPENSE	2,422.14	-26.00	-2,448.14	-9,415.92%	21,083.54	18,252.78	-2,830.76	-15.51%
1-555-5305	MISCELLANEOUS	3,204.95	-64,303.74	-67,508.69	-104.98%	14,761.28	6,489.41	-8,271.87	-127.47%
1-555-5306	OFFICE SUPPLIES	153.96	0.00	-153.96	0.00%	3,279.13	0.00	-3,279.13	0.00%
1-555-5307	OUTSIDE SERVICES	203,914.23	0.00	-203,914.23	0.00%	203,914.23	0.00	-203,914.23	0.00%
1-555-5330	BEAVER WATERSHED ALLIANCE	0.00	0.00	0.00	0.00%	5,124.84	0.00	-5,124.84	0.00%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		June Variance				YTD Variance			
		2024-2025	2023-2024	Favorable /	Variance %	2024-2025	2023-2024	Favorable /	Variance %
		June Activity	June Activity	(Unfavorable)		YTD Activity	YTD Activity	(Unfavorable)	
1-555-5350	UTILITIES	1,393.71	1,721.47	327.76	19.04%	27,471.47	24,500.95	-2,970.52	-12.12%
1-555-5400	ARKANSAS PUBLIC WATER FEE	12,123.60	11,730.40	-393.20	-3.35%	145,090.00	140,764.80	-4,325.20	-3.07%
1-555-5402	CUSTOMER PAYMENT FEES	37,503.33	69,133.19	31,629.86	45.75%	237,916.70	194,382.29	-43,534.41	-22.40%
1-555-5500	WATER PURCHASES	562,491.07	581,627.20	19,136.13	3.29%	6,322,840.95	5,841,341.02	-481,499.93	-8.24%
1-555-5580	EQUIP. MAINT. FEES	89.00	89.00	0.00	0.00%	1,068.00	3,468.00	2,400.00	69.20%
1-555-5581	SOFTWARE MAINTENANCE	4,987.72	-29,368.96	-34,356.68	-116.98%	83,115.12	123,026.19	39,911.07	32.44%
1-555-5600	INSURANCE-OTHER	0.00	1,694.46	1,694.46	100.00%	0.00	12,155.20	12,155.20	100.00%
1-555-5602	INSURANCE-BLDGS & CONTENTS	2,547.83	0.00	-2,547.83	0.00%	22,040.26	0.00	-22,040.26	0.00%
1-555-5650	ACCOUNTING/AUDIT EXPENSE	0.00	5,196.18	5,196.18	100.00%	19,450.00	18,500.00	-950.00	-5.14%
1-555-5651	ATTORNEY RETAINER FEES	2,455.00	1,410.00	-1,045.00	-74.11%	20,769.38	24,843.97	4,074.59	16.40%
1-555-5653	LEGAL CLAIMS-MISCELLANOUS	0.00	0.00	0.00	0.00%	4,699.12	3,790.68	-908.44	-23.97%
1-555-5700	TRUSTEE FEES	0.00	0.00	0.00	0.00%	6,800.00	6,800.00	0.00	0.00%
1-555-5701	2016 BOND INTEREST	30,495.32	31,861.98	1,366.66	4.29%	371,410.44	387,610.40	16,199.96	4.18%
1-555-5702	AMORTIZATION-2016 BONDS	-2,309.83	-2,309.83	0.00	0.00%	-27,717.96	-27,717.96	0.00	0.00%
1-555-5703	2012 BOND INTEREST	12,618.75	14,631.25	2,012.50	13.75%	159,475.00	179,975.00	20,500.00	11.39%
1-555-5704	2012 BOND REFUNDING COSTS	4,035.72	8,071.44	4,035.72	50.00%	48,428.64	48,428.64	0.00	0.00%
1-555-5705	AMORTIZATION-2012 BONDS	-199.31	-199.31	0.00	0.00%	-2,391.72	-2,391.72	0.00	0.00%
1-555-5706	2016 BOND REFUNDING COSTS	605.26	605.26	0.00	0.00%	7,263.12	7,263.12	0.00	0.00%
1-555-5707	2016 BOND INSURANCE	69.40	69.40	0.00	0.00%	832.80	832.80	0.00	0.00%
1-555-5800	DEPRECIATION	270,643.00	510,283.53	239,640.53	46.96%	3,228,831.60	3,177,563.64	-51,267.96	-1.61%
1-555-5801	AMORT OF SOFTWARE HOSTING-AZT...	0.00	-27,500.00	-27,500.00	-100.00%	0.00	0.00	0.00	0.00%
1-555-5802	AMORT OF SOFTWARE HOSTING-TYL...	0.00	-12,155.00	-12,155.00	-100.00%	0.00	0.00	0.00	0.00%
1-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	162,133.00	148,622.00	91.67%	162,132.00	162,133.00	1.00	0.00%
1-555-5850	BAD DEBTS	17,027.78	127,121.56	110,093.78	86.61%	170,053.46	157,653.31	-12,400.15	-7.87%
1-555-9100	INTEREST EXP ROU SUBSCRIPTION AS...	1,049.00	16,220.00	15,171.00	93.53%	12,588.00	16,220.00	3,632.00	22.39%
Department 555 - GENERAL EXPENSES Total:		1,180,832.63	1,409,383.11	228,550.48	16.22%	11,271,288.38	10,531,438.57	-739,849.81	-7.03%
Department: 560 - ENGINEERING									
1-560-5100	SALARIES ENGINEERING	39,987.61	-53,810.07	-93,797.68	-174.31%	480,202.67	332,933.93	-147,268.74	-44.23%
1-560-5102	CAPITALIZED COSTS	0.00	0.00	0.00	0.00%	0.00	-87,883.75	-87,883.75	-100.00%
1-560-5104	APERS-ENGINEERING	5,834.83	4,706.08	-1,128.75	-23.98%	72,486.61	59,752.58	-12,734.03	-21.31%
1-560-5105	HEALTH INSURANCE	3,382.39	13,904.40	10,522.01	75.67%	59,479.62	58,667.40	-812.22	-1.38%
1-560-5106	LIFE INSURANCE	187.45	170.26	-17.19	-10.10%	2,093.09	1,818.05	-275.04	-15.13%
1-560-5107	DISABILITY INSURANCE	104.94	92.24	-12.70	-13.77%	1,167.84	794.26	-373.58	-47.03%
1-560-5111	FICA	2,785.11	2,222.24	-562.87	-25.33%	34,637.94	30,483.23	-4,154.71	-13.63%
1-560-5251	TRAVEL EXPENSE	0.00	0.00	0.00	0.00%	633.74	656.79	23.05	3.51%
1-560-5252	TRAINING EXPENSE	982.00	0.00	-982.00	0.00%	3,958.84	2,400.06	-1,558.78	-64.95%
1-560-5305	MISCELLANEOUS	0.00	139.21	139.21	100.00%	2,189.43	817.50	-1,371.93	-167.82%
1-560-5306	OFFICE SUPPLIES	313.30	120.22	-193.08	-160.61%	2,542.84	2,626.49	83.65	3.18%
1-560-5307	OUTSIDE SERVICES	798.41	-1,176.67	-1,975.08	-167.85%	10,495.66	13,212.34	2,716.68	20.56%
1-560-5308	ASSOCIATION DUES & EXPENSE	0.00	52.00	52.00	100.00%	534.00	1,464.50	930.50	63.54%
1-560-5551	VEHICLE EXPENSE	572.45	382.55	-189.90	-49.64%	6,398.97	6,141.20	-257.77	-4.20%
1-560-5581	SOFTWARE MAINTENANCE	698.41	518.02	-180.39	-34.82%	12,145.42	8,232.11	-3,913.31	-47.54%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		2024-2025	2023-2024	June Variance		2024-2025	2023-2024	YTD Variance	
		June Activity	June Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
1-560-5601	WORKMANS COMPENSATION	523.82	173.42	-350.40	-202.05%	7,174.00	6,718.45	-455.55	-6.78%
1-560-5602	INSURANCE-BLDGS & CONTENTS	0.00	34.67	34.67	100.00%	346.70	369.24	22.54	6.10%
1-560-5603	INSURANCE-VEHICLES	33.92	33.92	0.00	0.00%	428.77	618.02	189.25	30.62%
1-560-5800	DEPRECIATION	1,058.00	2,166.66	1,108.66	51.17%	14,862.66	25,999.92	11,137.26	42.84%
1-560-5950	TRANSFER ADMIN COSTS/SEWER	0.00	0.00	0.00	0.00%	0.00	-26,800.00	-26,800.00	-100.00%
	Department 560 - ENGINEERING Total:	57,262.64	-30,270.85	-87,533.49	-289.17%	711,778.80	439,022.32	-272,756.48	-62.13%
	Department: 565 - FIELD								
1-565-5100	SALARIES FIELD	104,096.63	16,648.10	-87,448.53	-525.28%	1,205,328.19	1,027,952.89	-177,375.30	-17.26%
1-565-5102	CAPITALIZED COSTS	0.00	0.00	0.00	0.00%	0.00	-12,270.00	-12,270.00	-100.00%
1-565-5104	APERS-FIELD	14,872.30	14,482.22	-390.08	-2.69%	182,896.54	166,668.75	-16,227.79	-9.74%
1-565-5105	HEALTH INSURANCE	10,249.49	35,216.69	24,967.20	70.90%	155,929.10	142,734.09	-13,195.01	-9.24%
1-565-5106	LIFE INSURANCE	455.24	413.50	-41.74	-10.09%	5,119.51	4,473.81	-645.70	-14.43%
1-565-5107	DISABILITY INSURANCE	254.85	224.00	-30.85	-13.77%	2,852.27	1,946.31	-905.96	-46.55%
1-565-5110	UNIFORMS	1,017.62	1,561.99	544.37	34.85%	19,342.19	17,277.88	-2,064.31	-11.95%
1-565-5111	FICA	7,167.01	7,013.50	-153.51	-2.19%	88,656.44	81,026.34	-7,630.10	-9.42%
1-565-5251	TRAVEL AND TRAINING	0.00	0.00	0.00	0.00%	14,771.64	12,522.11	-2,249.53	-17.96%
1-565-5304	SAFETY EQUIPMENT	1,019.39	956.76	-62.63	-6.55%	21,194.75	20,024.12	-1,170.63	-5.85%
1-565-5305	MISCELLANEOUS	35.28	597.05	561.77	94.09%	1,481.21	3,236.28	1,755.07	54.23%
1-565-5306	OFFICE SUPPLIES	412.27	510.69	98.42	19.27%	2,722.98	3,042.61	319.63	10.51%
1-565-5307	OUTSIDE SERVICES	642.59	156.48	-486.11	-310.65%	10,713.44	6,488.28	-4,225.16	-65.12%
1-565-5308	DUES, SUBSCR, LICENSE	178.79	174.00	-4.79	-2.75%	989.09	1,154.30	165.21	14.31%
1-565-5315	CUSTOMER DAMAGE PAYMENTS	0.00	0.00	0.00	0.00%	974.87	3,551.29	2,576.42	72.55%
1-565-5350	UTILITIES	7,675.90	7,894.18	218.28	2.77%	98,771.21	95,379.96	-3,391.25	-3.56%
1-565-5551	VEHICLE MAINT.	9,970.15	1,430.43	-8,539.72	-597.00%	64,742.43	40,011.52	-24,730.91	-61.81%
1-565-5552	FIELD REPAIR AND MAINT.	28,189.94	-66,584.12	-94,774.06	-142.34%	482,338.64	356,259.15	-126,079.49	-35.39%
1-565-5553	BACKHOE	0.00	0.00	0.00	0.00%	0.00	817.34	817.34	100.00%
1-565-5555	SCADA HAND TOOLS	620.19	550.55	-69.64	-12.65%	5,651.26	5,978.92	327.66	5.48%
1-565-5557	EQUIPMENT MAINT.	247.45	670.59	423.14	63.10%	33,412.61	32,000.24	-1,412.37	-4.41%
1-565-5558	SUPPLIES, HAND TOOLS	2,601.07	430.25	-2,170.82	-504.55%	38,693.61	27,520.56	-11,173.05	-40.60%
1-565-5559	GAS AND OIL	4,804.37	4,600.11	-204.26	-4.44%	45,050.45	49,985.10	4,934.65	9.87%
1-565-5560	GENERATOR MAINTENANCE	4,150.00	0.00	-4,150.00	0.00%	6,018.52	1,155.98	-4,862.54	-420.64%
1-565-5561	BUILDING MAINT.	1,205.39	837.44	-367.95	-43.94%	22,565.86	9,427.19	-13,138.67	-139.37%
1-565-5563	WATER TOWER MAINT	11,435.58	2,907.98	-8,527.60	-293.25%	43,676.89	25,202.53	-18,474.36	-73.30%
1-565-5581	SOFTWARE MAINTENANCE	0.00	965.09	965.09	100.00%	5,679.22	4,387.23	-1,291.99	-29.45%
1-565-5601	WORKMANS COMPENSATION	1,426.11	1,085.13	-340.98	-31.42%	21,124.06	21,141.80	17.74	0.08%
1-565-5602	INSURANCE-BLDGS & CONTENTS	215.80	1,521.13	1,305.33	85.81%	10,558.10	23,035.82	12,477.72	54.17%
1-565-5603	INSURANCE-VEHICLES	872.50	0.00	-872.50	0.00%	7,690.80	0.00	-7,690.80	0.00%
1-565-5800	DEPRECIATION	16,000.00	-8,723.05	-24,723.05	-283.42%	201,166.66	92,110.21	-109,056.45	-118.40%
1-565-5870	INVENTORY WRITE-OFF	11,292.33	0.00	-11,292.33	0.00%	23,334.44	0.00	-23,334.44	0.00%
	Department 565 - FIELD Total:	241,108.24	25,540.69	-215,567.55	-844.02%	2,823,446.98	2,264,242.61	-559,204.37	-24.70%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		2024-2025	2023-2024	June Variance		2024-2025	2023-2024	YTD Variance	
		June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Department: 570 - OFFICE									
1-570-5100	SALARIES OFFICE	70,026.94	-75,262.96	-145,289.90	-193.04%	886,153.96	625,667.73	-260,486.23	-41.63%
1-570-5104	APERS-OFFICE	10,234.28	8,975.85	-1,258.43	-14.02%	131,372.45	114,266.11	-17,106.34	-14.97%
1-570-5105	HEALTH INSURANCE	4,612.17	18,111.16	13,498.99	74.53%	68,932.87	78,823.58	9,890.71	12.55%
1-570-5106	LIFE INSURANCE	193.45	194.59	1.14	0.59%	2,379.36	2,105.35	-274.01	-13.01%
1-570-5107	DISABILITY INSURANCE	96.99	105.41	8.42	7.99%	1,314.57	915.94	-398.63	-43.52%
1-570-5111	FICA	4,876.77	4,327.02	-549.75	-12.71%	64,217.75	55,212.19	-9,005.56	-16.31%
1-570-5251	TRAVEL EXPENSE	38.26	0.00	-38.26	0.00%	575.55	0.00	-575.55	0.00%
1-570-5252	TRAINING EXPENSE	1,600.00	0.00	-1,600.00	0.00%	1,797.50	1,038.06	-759.44	-73.16%
1-570-5305	MISCELLANEOUS	144.23	416.62	272.39	65.38%	2,931.30	5,685.97	2,754.67	48.45%
1-570-5306	OFFICE SUPPLIES	844.51	2,019.63	1,175.12	58.18%	9,012.67	19,866.91	10,854.24	54.63%
1-570-5307	OUTSIDE SERVICES	5,332.52	1,210.55	-4,121.97	-340.50%	17,387.74	16,890.10	-497.64	-2.95%
1-570-5308	ASSOC. DUES & EXPENSES	0.00	0.00	0.00	0.00%	1,100.44	1,412.60	312.16	22.10%
1-570-5309	POSTAGE/MAILING	15,923.97	12,276.04	-3,647.93	-29.72%	155,162.19	148,147.05	-7,015.14	-4.74%
1-570-5310	OFFICE MACHINE REPAIR	0.00	0.00	0.00	0.00%	835.39	925.14	89.75	9.70%
1-570-5311	PUBLIC RELATIONS	0.00	47.39	47.39	100.00%	5,196.66	4,058.85	-1,137.81	-28.03%
1-570-5312	ARKANSAS ONE CALL	924.75	1,750.14	825.39	47.16%	10,489.98	9,035.04	-1,454.94	-16.10%
1-570-5313	CASH LONG/SHORT	-15.94	3.96	19.90	502.53%	-232.79	-390.24	-157.45	-40.35%
1-570-5320	COMPUTER EXPENSE	152.65	878.23	725.58	82.62%	4,819.58	4,403.13	-416.45	-9.46%
1-570-5580	EQUIP. MAINT. FEES	0.00	0.00	0.00	0.00%	27.97	0.00	-27.97	0.00%
1-570-5601	WORKMANS COMPENSATION	39.11	4.43	-34.68	-782.84%	521.57	482.78	-38.79	-8.03%
1-570-5950	TRANSFER ADMIN COSTS/SEWER	0.00	0.00	0.00	0.00%	0.00	-44,375.00	-44,375.00	-100.00%
	Department 570 - OFFICE Total:	115,024.66	-24,941.94	-139,966.60	-561.17%	1,363,996.71	1,044,171.29	-319,825.42	-30.63%
Department: 990 - APERS PENSION									
1-990-9900	APERS PENSION ADJ.	167,366.12	182,525.83	15,159.71	8.31%	167,366.12	182,525.83	15,159.71	8.31%
	Department 990 - APERS PENSION Total:	167,366.12	182,525.83	15,159.71	8.31%	167,366.12	182,525.83	15,159.71	8.31%
	Expense Total:	1,761,594.29	1,562,236.84	-199,357.45	-12.76%	16,337,876.99	14,461,400.62	-1,876,476.37	-12.98%
	Fund 1 Surplus (Deficit):	-113,635.30	170,356.36	-283,991.66	-166.70%	4,970,644.68	5,646,614.56	-675,969.88	-11.97%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		2024-2025	2023-2024	June Variance		2024-2025	2023-2024	YTD Variance	
		June Activity	June Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
Fund: 2 - SEWER									
Revenue									
2-4440.00	RESIDENTIAL SEWER	945,509.99	940,249.71	5,260.28	0.56%	11,250,052.00	10,752,020.81	498,031.19	4.63%
2-4450.00	COMMERCIAL SEWER	331,484.48	315,711.87	15,772.61	5.00%	3,917,223.38	3,700,044.29	217,179.09	5.87%
2-4460.00	INDUSTRIAL SEWER	252,567.49	238,932.80	13,634.69	5.71%	2,740,817.27	2,472,328.39	268,488.88	10.86%
2-4470.02	LABOR SALES	0.00	325.00	-325.00	-100.00%	4,845.18	21,638.37	-16,793.19	-77.61%
2-4470.03	MACHINE TIME SALES	50.00	137.50	-87.50	-63.64%	7,356.51	14,648.64	-7,292.13	-49.78%
2-4471.05	PENALTY	17,431.76	16,500.54	931.22	5.64%	182,477.70	185,577.27	-3,099.57	-1.67%
2-4472.00	INTEREST INCOME-INVESTMNTS	44,713.95	77,444.33	-32,730.38	-42.26%	963,656.69	1,167,581.68	-203,924.99	-17.47%
2-4472.01	INTEREST INCOME-BANK ACCTS	5,424.75	10,297.80	-4,873.05	-47.32%	117,558.24	69,995.51	47,562.73	67.95%
2-4472.98	INTEREST INCOME-BOND FUNDS	2,580.68	2,891.52	-310.84	-10.75%	32,786.64	33,619.13	-832.49	-2.48%
2-4474.00	SALE OF ASSETS	7,163.00	0.00	7,163.00	0.00%	34,542.17	12,170.94	22,371.23	183.81%
2-4475.00	RENT INCOME	600.00	600.00	0.00	0.00%	7,200.00	7,200.00	0.00	0.00%
2-4476.00	NEW CUSTOMER FEES	7,200.00	8,705.00	-1,505.00	-17.29%	76,375.00	75,690.00	685.00	0.91%
2-4476.10	ACCESS FEES	300.00	3,600.00	-3,300.00	-91.67%	252,000.00	525,900.00	-273,900.00	-52.08%
2-4476.20	IMPACT FEES	33,600.00	161,900.00	-128,300.00	-79.25%	1,929,000.00	1,428,200.00	500,800.00	35.07%
2-4482.00	INLAND BILLING REVENUE	5,667.25	5,564.00	103.25	1.86%	67,173.25	66,315.75	857.50	1.29%
2-4485.00	MISCELLANEOUS INCOME	21,237.30	373,421.09	-352,183.79	-94.31%	2,495,029.05	3,101,318.99	-606,289.94	-19.55%
	Revenue Total:	1,675,530.65	2,156,281.16	-480,750.51	-22.30%	24,078,093.08	23,634,249.77	443,843.31	1.88%
Expense									
Department: 555 - GENERAL EXPENSES									
2-555-5251	TRAVEL AND ENT EXPENSE	0.00	1,646.64	1,646.64	100.00%	75.00	3,461.14	3,386.14	97.83%
2-555-5252	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	625.00	2,500.00	1,875.00	75.00%
2-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	0.00	0.00	0.00	0.00%	258.97	341.92	82.95	24.26%
2-555-5302	JANITORIAL EXPENSE	2,422.14	-26.00	-2,448.14	-9,415.92%	21,083.56	18,252.78	-2,830.78	-15.51%
2-555-5305	MISCELLANEOUS	3,251.52	102,975.83	99,724.31	96.84%	13,757.38	175,432.26	161,674.88	92.16%
2-555-5306	OFFICE SUPPLIES	153.97	0.00	-153.97	0.00%	3,279.18	0.00	-3,279.18	0.00%
2-555-5307	OUTSIDE SERVICES	210,038.76	0.00	-210,038.76	0.00%	210,038.76	0.00	-210,038.76	0.00%
2-555-5350	UTILITIES	1,380.71	1,643.72	263.01	16.00%	26,000.93	24,034.43	-1,966.50	-8.18%
2-555-5401	CITY FRANCHISE FEES	53,231.25	51,532.52	-1,698.73	-3.30%	637,174.04	652,729.36	15,555.32	2.38%
2-555-5402	CUSTOMER PAYMENT FEES	37,503.32	69,133.17	31,629.85	45.75%	237,916.57	194,382.21	-43,534.36	-22.40%
2-555-5580	EQUIP. MAINT. FEES	89.00	89.00	0.00	0.00%	1,068.00	3,468.00	2,400.00	69.20%
2-555-5581	SOFTWARE MAINTENANCE	4,987.73	-29,802.28	-34,790.01	-116.74%	75,707.03	118,052.76	42,345.73	35.87%
2-555-5600	INSURANCE-OTHER	0.00	138.68	138.68	100.00%	0.00	1,477.14	1,477.14	100.00%
2-555-5602	INSURANCE-BLDGS & CONTENTS	222.91	0.00	-222.91	0.00%	1,832.62	0.00	-1,832.62	0.00%
2-555-5650	ACCOUNTING/AUDIT EXPENSE	0.00	5,196.18	5,196.18	100.00%	19,450.00	18,500.00	-950.00	-5.14%
2-555-5651	ATTORNEY RETAINER FEES	6,350.00	1,670.00	-4,680.00	-280.24%	40,490.80	30,303.27	-10,187.53	-33.62%
2-555-5653	LEGAL CLAIMS-MISCELLANOUS	0.00	0.00	0.00	0.00%	4,699.13	3,790.68	-908.45	-23.97%
2-555-5700	TRUSTEE FEES	0.00	0.00	0.00	0.00%	4,000.00	4,000.00	0.00	0.00%
2-555-5800	DEPRECIATION	234,853.00	645,996.64	411,143.64	63.64%	2,762,289.35	2,702,079.90	-60,209.45	-2.23%
2-555-5801	AMORT OF SOFTWARE HOSTING-AZT...	0.00	-27,500.00	-27,500.00	-100.00%	0.00	0.00	0.00	0.00%
2-555-5802	AMORT OF SOFTWARE HOSTING-TYL...	0.00	-12,155.00	-12,155.00	-100.00%	0.00	0.00	0.00	0.00%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		2024-2025	2023-2024	June Variance		2024-2025	2023-2024	YTD Variance	
		June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
2-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	162,133.00	148,622.00	91.67%	162,132.00	162,133.00	1.00	0.00%
2-555-5850	BAD DEBTS	17,000.00	113,959.70	96,959.70	85.08%	170,000.00	146,959.70	-23,040.30	-15.68%
2-555-9100	INTEREST EXP ROU SUBSCRIPTION AS...	1,049.00	16,220.00	15,171.00	93.53%	12,588.00	16,220.00	3,632.00	22.39%
Department 555 - GENERAL EXPENSES Total:		586,044.31	1,102,851.80	516,807.49	46.86%	4,404,466.32	4,278,118.55	-126,347.77	-2.95%
Department: 560 - ENGINEERING									
2-560-5100	SALARIES ENGINEERING	41,198.64	-92,605.24	-133,803.88	-144.49%	470,291.26	278,284.65	-192,006.61	-69.00%
2-560-5102	CAPITALIZED COSTS	0.00	0.00	0.00	0.00%	0.00	-80,760.00	-80,760.00	-100.00%
2-560-5104	APERS-ENGINEERING	6,011.06	5,038.70	-972.36	-19.30%	71,051.48	60,748.88	-10,302.60	-16.96%
2-560-5105	HEALTH INSURANCE	2,254.93	7,382.30	5,127.37	69.45%	33,488.51	30,909.98	-2,578.53	-8.34%
2-560-5106	LIFE INSURANCE	75.50	69.74	-5.76	-8.26%	868.67	696.87	-171.80	-24.65%
2-560-5107	DISABILITY INSURANCE	41.96	37.76	-4.20	-11.12%	479.23	311.40	-167.83	-53.90%
2-560-5111	FICA	2,907.60	2,407.52	-500.08	-20.77%	34,301.10	29,270.24	-5,030.86	-17.19%
2-560-5251	TRAVEL EXPENSE	0.00	0.00	0.00	0.00%	325.06	656.80	331.74	50.51%
2-560-5252	TRAINING EXPENSE	182.00	0.00	-182.00	0.00%	557.30	3,343.12	2,785.82	83.33%
2-560-5305	MISCELLANEOUS	0.00	139.22	139.22	100.00%	1,663.87	605.68	-1,058.19	-174.71%
2-560-5306	OFFICE SUPPLIES	0.00	120.22	120.22	100.00%	1,645.66	2,702.03	1,056.37	39.10%
2-560-5307	OUTSIDE SERVICES	538.71	168.77	-369.94	-219.20%	4,070.30	2,416.76	-1,653.54	-68.42%
2-560-5308	ASSOCIATION DUES & EXPENSE	0.00	0.00	0.00	0.00%	427.50	215.50	-212.00	-98.38%
2-560-5551	VEHICLE EXPENSE	481.16	148.59	-332.57	-223.82%	4,140.17	3,231.19	-908.98	-28.13%
2-560-5581	SOFTWARE MAINTENANCE	698.41	740.35	41.94	5.66%	12,145.43	6,965.73	-5,179.70	-74.36%
2-560-5601	WORKMANS COMPENSATION	290.95	44.19	-246.76	-558.41%	3,699.70	3,168.31	-531.39	-16.77%
2-560-5602	INSURANCE-BLDGS & CONTENTS	0.00	34.67	34.67	100.00%	346.70	369.24	22.54	6.10%
2-560-5603	INSURANCE-VEHICLES	60.40	36.48	-23.92	-65.57%	529.22	317.62	-211.60	-66.62%
2-560-5800	DEPRECIATION	657.00	2,166.66	1,509.66	69.68%	9,193.66	25,999.92	16,806.26	64.64%
2-560-5950	TRANSFER ADMIN COSTS/WATER	0.00	0.00	0.00	0.00%	0.00	26,800.00	26,800.00	100.00%
Department 560 - ENGINEERING Total:		55,398.32	-74,070.07	-129,468.39	-174.79%	649,224.82	396,253.92	-252,970.90	-63.84%
Department: 565 - FIELD									
2-565-5100	SALARIES FIELD	133,873.97	20,418.85	-113,455.12	-555.64%	1,233,182.60	986,972.64	-246,209.96	-24.95%
2-565-5102	CAPITALIZED COSTS	0.00	0.00	0.00	0.00%	0.00	-3,097.50	-3,097.50	-100.00%
2-565-5104	APERS-FIELD	14,306.14	12,908.88	-1,397.26	-10.82%	181,363.68	159,515.49	-21,848.19	-13.70%
2-565-5105	HEALTH INSURANCE	11,940.69	42,598.99	30,658.30	71.97%	188,044.56	176,984.14	-11,060.42	-6.25%
2-565-5106	LIFE INSURANCE	503.31	464.91	-38.40	-8.26%	5,791.10	5,153.15	-637.95	-12.38%
2-565-5107	DISABILITY INSURANCE	279.75	251.76	-27.99	-11.12%	3,195.03	2,084.96	-1,110.07	-53.24%
2-565-5110	UNIFORMS	1,102.14	1,791.37	689.23	38.48%	19,246.59	19,480.79	234.20	1.20%
2-565-5111	FICA	6,688.10	6,061.20	-626.90	-10.34%	85,311.38	75,601.21	-9,710.17	-12.84%
2-565-5251	TRAVEL AND TRAINING	3,270.00	-88.00	-3,358.00	-3,815.91%	14,075.77	16,355.05	2,279.28	13.94%
2-565-5304	SAFETY EQUIPMENT	1,436.55	1,016.95	-419.60	-41.26%	24,510.32	8,037.17	-16,473.15	-204.96%
2-565-5305	MISCELLANEOUS	35.27	272.80	237.53	87.07%	3,136.55	3,517.27	380.72	10.82%
2-565-5306	OFFICE SUPPLIES	412.28	510.69	98.41	19.27%	2,618.33	3,615.38	997.05	27.58%
2-565-5307	OUTSIDE SERVICES	401.16	198.68	-202.48	-101.91%	8,781.54	10,272.91	1,491.37	14.52%
2-565-5308	DUES, SUBSCR, LICENSE	309.99	276.78	-33.21	-12.00%	425.81	1,732.88	1,307.07	75.43%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		2024-2025	2023-2024	June Variance		2024-2025	2023-2024	YTD Variance	
		June Activity	June Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
2-565-5315	CUSTOMER DAMAGE PAYMENTS	5,300.48	0.00	-5,300.48	0.00%	96,917.69	30,731.23	-66,186.46	-215.37%
2-565-5350	UTILITIES	6,412.28	6,915.60	503.32	7.28%	130,066.59	79,966.10	-50,100.49	-62.65%
2-565-5351	UTIL-GRIND STA-SW ATALANTA	547.69	238.35	-309.34	-129.78%	6,484.10	3,251.11	-3,232.99	-99.44%
2-565-5551	VEHICLE MAINT.	9,467.07	12,721.60	3,254.53	25.58%	48,553.83	60,891.00	12,337.17	20.26%
2-565-5552	FIELD REPAIR AND MAINT.	23,751.15	-25,092.56	-48,843.71	-194.65%	81,931.39	127,359.49	45,428.10	35.67%
2-565-5553	BACKHOE	0.00	0.00	0.00	0.00%	0.00	734.18	734.18	100.00%
2-565-5554	CAMERA	2.11	0.00	-2.11	0.00%	12,168.72	15,248.78	3,080.06	20.20%
2-565-5555	SCADA HAND TOOLS	824.11	550.56	-273.55	-49.69%	7,263.31	2,491.30	-4,772.01	-191.55%
2-565-5556	FLUSHTRUCKS	0.00	3,804.32	3,804.32	100.00%	24,188.18	54,576.79	30,388.61	55.68%
2-565-5557	EQUIPMENT MAINT.	4,322.35	783.93	-3,538.42	-451.37%	11,288.52	16,570.03	5,281.51	31.87%
2-565-5558	SUPPLIES, HAND TOOLS	1,368.63	711.65	-656.98	-92.32%	13,124.03	11,810.14	-1,313.89	-11.13%
2-565-5559	GAS AND OIL	3,066.79	4,809.93	1,743.14	36.24%	47,494.21	60,230.10	12,735.89	21.15%
2-565-5560	GENERATOR MAINTENANCE	4,176.27	305.32	-3,870.95	-1,267.83%	7,868.25	4,351.31	-3,516.94	-80.82%
2-565-5561	BUILDING MAINT.	1,205.40	839.68	-365.72	-43.55%	11,006.54	10,873.21	-133.33	-1.23%
2-565-5563	LIFT STATION MAINT	12,130.20	10,818.89	-1,311.31	-12.12%	33,568.06	35,919.99	2,351.93	6.55%
2-565-5581	SOFTWARE MAINTENANCE	19.16	2,054.62	2,035.46	99.07%	8,198.42	7,352.76	-845.66	-11.50%
2-565-5601	WORKMANS COMPENSATION	1,860.58	565.91	-1,294.67	-228.78%	24,636.37	22,912.43	-1,723.94	-7.52%
2-565-5602	INSURANCE-BLDGS & CONTENTS	552.07	1,619.65	1,067.58	65.91%	6,623.94	18,541.86	11,917.92	64.28%
2-565-5603	INSURANCE-VEHICLES	1,480.53	0.00	-1,480.53	0.00%	16,461.38	0.00	-16,461.38	0.00%
2-565-5800	DEPRECIATION	22,522.00	107,705.60	85,183.60	79.09%	270,745.49	300,205.60	29,460.11	9.81%
2-565-5804	AMORT OF SOFTWARE PERPETUAL LI...	1,673.00	0.00	-1,673.00	0.00%	25,095.00	15,059.00	-10,036.00	-66.64%
2-565-5870	INVENTORY WRITE-OFF	1,233.21	0.00	-1,233.21	0.00%	1,233.21	0.00	-1,233.21	0.00%
	Department 565 - FIELD Total:	276,474.43	216,036.91	-60,437.52	-27.98%	2,654,600.49	2,345,301.95	-309,298.54	-13.19%
	Department: 570 - OFFICE								
2-570-5100	SALARIES OFFICE	61,565.34	41,611.81	-19,953.53	-47.95%	759,631.86	637,861.32	-121,770.54	-19.09%
2-570-5104	APERS-OFFICE	9,008.01	8,260.41	-747.60	-9.05%	114,884.65	97,883.45	-17,001.20	-17.37%
2-570-5105	HEALTH INSURANCE	5,073.59	22,146.89	17,073.30	77.09%	85,961.17	92,786.66	6,825.49	7.36%
2-570-5106	LIFE INSURANCE	226.49	209.21	-17.28	-8.26%	2,605.99	2,245.85	-360.14	-16.04%
2-570-5107	DISABILITY INSURANCE	125.89	113.29	-12.60	-11.12%	1,437.74	1,081.24	-356.50	-32.97%
2-570-5111	FICA	4,355.00	4,002.54	-352.46	-8.81%	55,855.42	47,895.60	-7,959.82	-16.62%
2-570-5251	TRAVEL EXPENSE	38.25	0.00	-38.25	0.00%	575.54	220.00	-355.54	-161.61%
2-570-5252	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	397.50	130.00	-267.50	-205.77%
2-570-5305	MISCELLANEOUS	144.22	444.65	300.43	67.57%	2,898.43	5,685.66	2,787.23	49.02%
2-570-5306	OFFICE SUPPLIES	844.52	1,880.68	1,036.16	55.09%	7,838.93	12,797.44	4,958.51	38.75%
2-570-5307	OUTSIDE SERVICES	5,033.54	2,313.66	-2,719.88	-117.56%	16,493.83	37,314.70	20,820.87	55.80%
2-570-5308	ASSOC. DUES & EXPENSES	0.00	0.00	0.00	0.00%	1,100.44	1,781.15	680.71	38.22%
2-570-5309	POSTAGE/MAILING	15,923.97	12,276.04	-3,647.93	-29.72%	155,188.71	148,146.84	-7,041.87	-4.75%
2-570-5310	OFFICE MACHINE REPAIR	0.00	0.00	0.00	0.00%	835.40	925.15	89.75	9.70%
2-570-5311	PUBLIC RELATIONS	0.00	47.38	47.38	100.00%	3,145.67	4,058.86	913.19	22.50%
2-570-5312	ARKANSAS ONE CALL	924.75	1,750.16	825.41	47.16%	10,490.02	9,035.06	-1,454.96	-16.10%
2-570-5320	COMPUTER EXPENSE	152.66	878.26	725.60	82.62%	4,807.21	6,760.15	1,952.94	28.89%
2-570-5580	EQUIP. MAINT. FEES	0.00	0.00	0.00	0.00%	27.97	0.00	-27.97	0.00%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		2024-2025	2023-2024	June Variance		2024-2025	2023-2024	YTD Variance	
		June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
2-570-5601	WORKMANS COMPENSATION	40.71	2.87	-37.84	-1,318.47%	542.88	505.10	-37.78	-7.48%
2-570-5950	TRANSFER ADMIN COSTS/WATER	0.00	0.00	0.00	0.00%	0.00	44,375.00	44,375.00	100.00%
Department 570 - OFFICE Total:		103,456.94	95,937.85	-7,519.09	-7.84%	1,224,719.36	1,151,489.23	-73,230.13	-6.36%
Department: 591 - PCF ADMIN									
2-591-5100	SALARIES PCF	97,094.97	-73,282.42	-170,377.39	-232.49%	1,203,125.45	952,022.45	-251,103.00	-26.38%
2-591-5104	APERS-RPCF	14,138.22	13,444.76	-693.46	-5.16%	181,186.60	168,882.32	-12,304.28	-7.29%
2-591-5105	HEALTH INSURANCE	9,019.70	39,372.31	30,352.61	77.09%	159,181.05	166,503.21	7,322.16	4.40%
2-591-5106	LIFE INSURANCE	631.20	609.17	-22.03	-3.62%	7,603.79	6,140.86	-1,462.93	-23.82%
2-591-5110	UNIFORMS	1,064.02	1,154.67	90.65	7.85%	10,935.56	13,271.00	2,335.44	17.60%
2-591-5111	FICA	6,635.20	6,314.45	-320.75	-5.08%	86,069.67	79,596.61	-6,473.06	-8.13%
2-591-5251	TRAVEL AND TRAINING	0.00	0.00	0.00	0.00%	0.00	2,400.90	2,400.90	100.00%
2-591-5304	PERSONNEL SAFETY EQUIP.	114.29	0.00	-114.29	0.00%	5,647.82	6,064.48	416.66	6.87%
2-591-5305	MISCELLANEOUS	15.60	122.90	107.30	87.31%	1,216.38	2,775.66	1,559.28	56.18%
2-591-5306	OFFICE SUPPLIES & POSTAGE	528.01	1,008.87	480.86	47.66%	3,929.92	4,167.36	237.44	5.70%
2-591-5307	OUTSIDE SERVICES	777.80	0.00	-777.80	0.00%	1,591.00	3,008.03	1,417.03	47.11%
2-591-5308	PUBLICATIONS AND DUES	0.00	0.00	0.00	0.00%	12,522.35	10,750.00	-1,772.35	-16.49%
2-591-5310	OFFICE MACHINE MAINT.	0.00	0.00	0.00	0.00%	218.99	17.51	-201.48	-1,150.66%
2-591-5311	PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	430.00	0.00	-430.00	0.00%
2-591-5350	TELECOM EXPENSE	1,839.04	1,315.57	-523.47	-39.79%	18,211.33	19,100.64	889.31	4.66%
2-591-5558	MINOR EQUIPMENT	0.00	0.00	0.00	0.00%	0.00	197.08	197.08	100.00%
2-591-5583	COMPUTER EXPENSE	154.46	12,117.68	11,963.22	98.73%	7,078.52	30,024.07	22,945.55	76.42%
2-591-5601	WORKMANS COMPENSATION	1,021.36	392.38	-628.98	-160.30%	13,860.15	12,730.48	-1,129.67	-8.87%
2-591-5602	INSURANCE-BLDGS & CONTENTS	4,972.06	5,008.25	36.19	0.72%	58,357.22	52,699.82	-5,657.40	-10.74%
2-591-5603	INSURANCE-VEHICLES	152.74	0.00	-152.74	0.00%	1,795.88	0.00	-1,795.88	0.00%
2-591-5800	DEPRECIATION-WWTP	232,146.00	996,312.01	764,166.01	76.70%	2,750,439.33	3,260,478.64	510,039.31	15.64%
2-591-9112	2016 BOND INTEREST	14,900.00	19,116.67	4,216.67	22.06%	195,666.66	245,666.66	50,000.00	20.35%
2-591-9113	AMORTIZATION 2016 BONDS	-9,216.24	-9,216.24	0.00	0.00%	-110,594.88	-110,594.88	0.00	0.00%
2-591-9114	2016 BOND REFUNDING COSTS	-3,217.86	-3,217.86	0.00	0.00%	-38,614.32	-38,614.32	0.00	0.00%
2-591-9115	BOND INSURANCE	131.52	131.52	0.00	0.00%	1,709.76	1,578.24	-131.52	-8.33%
2-591-9116	2024 BOND INTEREST	4,257.03	1,440.18	-2,816.85	-195.59%	39,409.10	2,447.42	-36,961.68	-1,510.23%
2-591-9199	BOND ISSUE COSTS	0.00	0.00	0.00	0.00%	0.00	47,055.31	47,055.31	100.00%
Department 591 - PCF ADMIN Total:		377,159.12	1,012,144.87	634,985.75	62.74%	4,610,977.33	4,938,369.55	327,392.22	6.63%
Department: 592 - PCF ENVIRONMENTAL									
2-592-5251	TRAVEL & TRAINING	0.00	0.00	0.00	0.00%	3,826.85	5,549.07	1,722.22	31.04%
2-592-5305	MISCELLANEOUS	0.00	271.50	271.50	100.00%	0.00	271.50	271.50	100.00%
2-592-5306	LABORATORY SUPPLIES	0.00	0.00	0.00	0.00%	2,333.43	2,645.98	312.55	11.81%
2-592-5307	OUTSIDE SERVICES	795.87	1,905.54	1,109.67	58.23%	7,971.78	9,425.77	1,453.99	15.43%
2-592-5314	PLANT RESEARCH	0.00	0.00	0.00	0.00%	1,807.21	2,506.52	699.31	27.90%
2-592-5557	EQUIPMENT MAINT.	0.00	0.00	0.00	0.00%	603.13	600.89	-2.24	-0.37%
2-592-5558	MINOR EQUIPMENT	0.00	117.92	117.92	100.00%	869.89	1,925.45	1,055.56	54.82%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

		2024-2025	2023-2024	June Variance		2024-2025	2023-2024	YTD Variance	
		June Activity	June Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
2-592-5970	CHEMICALS	1,871.68	0.00	-1,871.68	0.00%	9,060.38	13,804.26	4,743.88	34.37%
	Department 592 - PCF ENVIRONMENTAL Total:	2,667.55	2,294.96	-372.59	-16.24%	26,472.67	36,729.44	10,256.77	27.93%
	Department: 593 - PCF OPS								
2-593-5251	TRAVEL & TRAINING	0.00	20.00	20.00	100.00%	337.80	1,203.96	866.16	71.94%
2-593-5305	MISCELLANEOUS	0.00	0.00	0.00	0.00%	97.41	74.00	-23.41	-31.64%
2-593-5306	LABORATORY SUPPLIES	0.00	0.00	0.00	0.00%	929.41	230.37	-699.04	-303.44%
2-593-5307	OUTSIDE SERVICES	0.00	1,605.00	1,605.00	100.00%	19,813.73	20,944.92	1,131.19	5.40%
2-593-5350	UTILITIES	26,823.42	63,323.88	36,500.46	57.64%	651,777.76	624,181.08	-27,596.68	-4.42%
2-593-5557	EQUIPMENT MAINT.	0.00	0.00	0.00	0.00%	0.00	4,692.31	4,692.31	100.00%
2-593-5558	MINOR EQUIPMENT	25.48	0.00	-25.48	0.00%	230.37	3,655.73	3,425.36	93.70%
2-593-5970	CHEMICALS	18,860.05	11,889.52	-6,970.53	-58.63%	123,885.72	121,117.41	-2,768.31	-2.29%
	Department 593 - PCF OPS Total:	45,708.95	76,838.40	31,129.45	40.51%	797,072.20	776,099.78	-20,972.42	-2.70%
	Department: 594 - PCF MAINTENANCE								
2-594-5251	TRAVEL & TRAINING	2,950.00	0.00	-2,950.00	0.00%	5,883.46	2,128.54	-3,754.92	-176.41%
2-594-5305	MISCELLANEOUS	565.46	550.13	-15.33	-2.79%	565.46	1,111.26	545.80	49.12%
2-594-5306	CLEANING SUPPLIES	0.00	0.00	0.00	0.00%	298.85	407.19	108.34	26.61%
2-594-5307	OUTSIDE SERVICES	9,449.00	4,884.00	-4,565.00	-93.47%	79,933.00	53,518.70	-26,414.30	-49.36%
2-594-5551	VEHICLE EXPENSE	596.28	0.00	-596.28	0.00%	2,742.83	5,336.98	2,594.15	48.61%
2-594-5557	EQUIPMENT MAINT.	50,862.42	36,208.30	-14,654.12	-40.47%	414,734.09	423,561.46	8,827.37	2.08%
2-594-5559	SUPPORT EQUIPMENT	0.00	0.00	0.00	0.00%	1,229.79	437.99	-791.80	-180.78%
2-594-5560	EQUIPMENT RENTAL	115.78	127.84	12.06	9.43%	3,251.93	1,816.21	-1,435.72	-79.05%
2-594-5561	BLDGS. & GROUNDS MAINT.	2,126.39	3,652.23	1,525.84	41.78%	15,292.84	27,291.50	11,998.66	43.96%
2-594-5562	MAINTENANCE SUPPLIES	1,448.12	59.53	-1,388.59	-2,332.59%	8,438.77	9,605.73	1,166.96	12.15%
	Department 594 - PCF MAINTENANCE Total:	68,113.45	45,482.03	-22,631.42	-49.76%	532,371.02	525,215.56	-7,155.46	-1.36%
	Department: 595 - PCF SMS DISPOSAL EXPENSE								
2-595-5251	TRAVEL & TRAINING	0.00	0.00	0.00	0.00%	100.00	195.30	95.30	48.80%
2-595-5307	OUTSIDE SERVICES	415.00	2,382.50	1,967.50	82.58%	4,270.00	8,955.69	4,685.69	52.32%
2-595-5561	WEED CONTROL	0.00	0.00	0.00	0.00%	229.90	565.46	335.56	59.34%
2-595-5970	CHEMICALS	0.00	0.00	0.00	0.00%	6,790.00	197.58	-6,592.42	-3,336.58%
2-595-5980	SLUDGE DISPOSAL COSTS	101,707.66	32,543.23	-69,164.43	-212.53%	504,331.64	519,483.30	15,151.66	2.92%
2-595-5981	SLUDGE DISPOSAL REVENUE	0.00	-4,384.66	-4,384.66	-100.00%	-37,876.50	-40,335.05	-2,458.55	-6.10%
	Department 595 - PCF SMS DISPOSAL EXPENSE Total:	102,122.66	30,541.07	-71,581.59	-234.38%	477,845.04	489,062.28	11,217.24	2.29%
	Department: 990 - APERS PENSION								
2-990-9900	APERS PENSION ADJ.	251,169.45	280,444.64	29,275.19	10.44%	251,169.45	280,444.64	29,275.19	10.44%
	Department 990 - APERS PENSION Total:	251,169.45	280,444.64	29,275.19	10.44%	251,169.45	280,444.64	29,275.19	10.44%
	Expense Total:	1,868,315.18	2,788,502.46	920,187.28	33.00%	15,628,918.70	15,217,084.90	-411,833.80	-2.71%
	Fund 2 Surplus (Deficit):	-192,784.53	-632,221.30	439,436.77	69.51%	8,449,174.38	8,417,164.87	32,009.51	0.38%
	Total Surplus (Deficit):	-306,419.83	-461,864.94	155,445.11	33.66%	13,419,819.06	14,063,779.43	-643,960.37	-4.58%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

Group Summary

Departmen...	2024-2025		June Variance		2024-2025		YTD Variance	
	June Activity	2023-2024 June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	2023-2024 YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 1 - WATER								
Revenue								
	1,647,958.99	1,732,593.20	-84,634.21	-4.88%	21,308,521.67	20,108,015.18	1,200,506.49	5.97%
Revenue Total:	1,647,958.99	1,732,593.20	-84,634.21	-4.88%	21,308,521.67	20,108,015.18	1,200,506.49	5.97%
Expense								
555 - GENERAL EXPENSES	1,180,832.63	1,409,383.11	228,550.48	16.22%	11,271,288.38	10,531,438.57	-739,849.81	-7.03%
560 - ENGINEERING	57,262.64	-30,270.85	-87,533.49	-289.17%	711,778.80	439,022.32	-272,756.48	-62.13%
565 - FIELD	241,108.24	25,540.69	-215,567.55	-844.02%	2,823,446.98	2,264,242.61	-559,204.37	-24.70%
570 - OFFICE	115,024.66	-24,941.94	-139,966.60	-561.17%	1,363,996.71	1,044,171.29	-319,825.42	-30.63%
990 - APERS PENSION	167,366.12	182,525.83	15,159.71	8.31%	167,366.12	182,525.83	15,159.71	8.31%
Expense Total:	1,761,594.29	1,562,236.84	-199,357.45	-12.76%	16,337,876.99	14,461,400.62	-1,876,476.37	-12.98%
Fund 1 Surplus (Deficit):	-113,635.30	170,356.36	-283,991.66	-166.70%	4,970,644.68	5,646,614.56	-675,969.88	-11.97%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

Departmen...	2024-2025	2023-2024	June Variance	Variance %	2024-2025	2023-2024	YTD Variance	Variance %
	June Activity	June Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Fund: 2 - SEWER								
Revenue								
	1,675,530.65	2,156,281.16	-480,750.51	-22.30%	24,078,093.08	23,634,249.77	443,843.31	1.88%
Revenue Total:	1,675,530.65	2,156,281.16	-480,750.51	-22.30%	24,078,093.08	23,634,249.77	443,843.31	1.88%
Expense								
555 - GENERAL EXPENSES	586,044.31	1,102,851.80	516,807.49	46.86%	4,404,466.32	4,278,118.55	-126,347.77	-2.95%
560 - ENGINEERING	55,398.32	-74,070.07	-129,468.39	-174.79%	649,224.82	396,253.92	-252,970.90	-63.84%
565 - FIELD	276,474.43	216,036.91	-60,437.52	-27.98%	2,654,600.49	2,345,301.95	-309,298.54	-13.19%
570 - OFFICE	103,456.94	95,937.85	-7,519.09	-7.84%	1,224,719.36	1,151,489.23	-73,230.13	-6.36%
591 - PCF ADMIN	377,159.12	1,012,144.87	634,985.75	62.74%	4,610,977.33	4,938,369.55	327,392.22	6.63%
592 - PCF ENVIRONMENTAL	2,667.55	2,294.96	-372.59	-16.24%	26,472.67	36,729.44	10,256.77	27.93%
593 - PCF OPS	45,708.95	76,838.40	31,129.45	40.51%	797,072.20	776,099.78	-20,972.42	-2.70%
594 - PCF MAINTENANCE	68,113.45	45,482.03	-22,631.42	-49.76%	532,371.02	525,215.56	-7,155.46	-1.36%
595 - PCF SMS DISPOSAL EXPENSE	102,122.66	30,541.07	-71,581.59	-234.38%	477,845.04	489,062.28	11,217.24	2.29%
990 - APERS PENSION	251,169.45	280,444.64	29,275.19	10.44%	251,169.45	280,444.64	29,275.19	10.44%
Expense Total:	1,868,315.18	2,788,502.46	920,187.28	33.00%	15,628,918.70	15,217,084.90	-411,833.80	-2.71%
Fund 2 Surplus (Deficit):	-192,784.53	-632,221.30	439,436.77	69.51%	8,449,174.38	8,417,164.87	32,009.51	0.38%
Total Surplus (Deficit):	-306,419.83	-461,864.94	155,445.11	33.66%	13,419,819.06	14,063,779.43	-643,960.37	-4.58%

Prior-Year Comparative Income Statement

For the Period Ending 06/30/2025

Fund Summary

Fund	2024-2025		June Variance		2023-2024		YTD Variance	
	June Activity	June Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
1 - WATER	-113,635.30	170,356.36	-283,991.66	-166.70%	4,970,644.68	5,646,614.56	-675,969.88	-11.97%
2 - SEWER	-192,784.53	-632,221.30	439,436.77	69.51%	8,449,174.38	8,417,164.87	32,009.51	0.38%
Total Surplus (Deficit):	-306,419.83	-461,864.94	155,445.11	33.66%	13,419,819.06	14,063,779.43	-643,960.37	-4.58%



Table with 5 columns: Account, Name, Current Year Balance, Prior Year Balance, Variance Favorable / (Unfavorable). Rows include categories like CASH-DEMAND DEPOSITS, INVESTMENTS, ACCOUNTS RECEIVABLE, DUE FROM OTHER FUNDS, OTHER CURRENT ASSETS, and RESTRICTED FUNDS.

Balance Sheet

As Of 06/30/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-0502.00	ACCESS/IMPACT FEES-SIMMONS	1,154,701.05	881,124.11	273,576.94
1-0512.14	REGIONS BANK - DEBT - 2012	616,600.29	578,459.04	38,141.25
1-0516.14	REGIONS BANK - DEBT - 2016	343,742.84	319,586.21	24,156.63
Total GLCategory 050 - RESTRICTED FUNDS:		2,587,433.16	2,483,797.55	103,635.61
GLCategory: 060 - INVENTORY				
1-0600.00	INVENTORY	912,447.38	908,229.19	4,218.19
Total GLCategory 060 - INVENTORY:		912,447.38	908,229.19	4,218.19
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
1-0800.00	OFFICE EQUIPMENT	703,684.37	660,109.49	43,574.88
1-0800.01	VEHICLES	1,131,483.46	648,027.37	483,456.09
1-0800.02	SHOP EQUIPMENT & TOOLS	48,257.16	48,257.16	0.00
1-0800.03	FIELD EQUIPMENT	1,008,716.99	961,956.39	46,760.60
1-0800.04	COMMUNICATION EQUIPMENT	33,931.97	33,931.97	0.00
1-0800.05	PUMPING EQUIPMENT	106,334.58	97,327.91	9,006.67
1-0800.08	WATER METERS	6,295,757.68	4,957,177.88	1,338,579.80
1-0800.09	WATER SERVICES	1,378,630.38	1,378,630.38	0.00
1-0800.10	WATER TOWERS	13,355,185.87	13,510,750.00	-155,564.13
1-0800.11	MAIN LINE	60,464,822.92	60,398,891.77	65,931.15
1-0800.13	STRUCTURES & PARKING LOT	1,769,727.60	1,764,481.50	5,246.10
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	69,390,375.95	65,433,483.93	3,956,892.02
1-0800.25	CONSTRUCTION IN PROGRESS	8,751,324.26	6,094,427.33	2,656,896.93
1-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-517,683.22	-475,104.49	-42,578.73
1-0800.51	ACCM DEPR-VEHICLES	-587,994.70	-539,649.18	-48,345.52
1-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-47,363.61	-47,058.73	-304.88
1-0800.53	ACCM DEPR-FIELD EQUIPMENT	-727,159.82	-670,020.27	-57,139.55
1-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-33,485.52	-29,051.66	-4,433.86
1-0800.55	ACCM DEPR-PUMPING EQUIP	-75,407.49	-69,434.95	-5,972.54
1-0800.58	ACCM DEPR-WATER METERS	-1,601,014.39	-1,336,318.71	-264,695.68
1-0800.59	ACCM DEPR-WATER SERVICE	-1,362,466.38	-1,354,338.45	-8,127.93
1-0800.60	ACCM DEPR-WATER TOWERS	-5,955,959.27	-5,770,036.86	-185,922.41
1-0800.61	ACCM DEPR-MAINLINE	-23,318,320.95	-22,074,450.53	-1,243,870.42
1-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,424,845.67	-1,362,288.22	-62,557.45
1-0800.80	ACCM DEPR-CONTRIBUTED MAIN LINE	-15,756,519.51	-14,443,742.45	-1,312,777.06
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		113,765,678.25	108,551,624.17	5,214,054.08
GLCategory: 081 - INTANGIBLE ASSETS				
1-0810.02	ROU SUBSCRIPTION ASSET	1,134,932.00	1,134,932.00	0.00
1-0810.52	ACCM AMORT-ROU SUBSCRIPTION ASSET	-714,092.00	-551,960.00	-162,132.00
Total GLCategory 081 - INTANGIBLE ASSETS:		420,840.00	582,972.00	-162,132.00
GLCategory: 090 - DEFERRED OUTFLOWS/PENSION ASSETS				
1-0900.14	DEFERRED OUTFLOWS/PENSIONS	885,776.02	1,026,394.04	-140,618.02
Total GLCategory 090 - DEFERRED OUTFLOWS/PENSION ASSETS:		885,776.02	1,026,394.04	-140,618.02
Total ** ASSETS & DEFERRED OUTFLOWS**:		163,268,208.71	141,320,379.26	21,947,829.45
Total Assets:		163,268,208.71	141,320,379.26	21,947,829.45

Liability

**** LIABILITIES & DEFERRED INFLOWS ****

GLCategory: 100 - ACCOUNTS PAYABLE

1-1100.00	ACCOUNTS PAYABLE-TRADE	1,154,872.56	1,586,791.94	431,919.38
1-1100.02	ACCOUNTS PAYABLE-ORION WASTE SOLU	447,275.61	421,194.21	-26,081.40
1-1100.06	CONTRACTOR CASH BONDS PAYABLE	5,000.00	5,000.00	0.00
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	0.00	8,938.79	8,938.79
1-1100.51	SALES/USE TAX PAYABLE	110,843.94	71,120.14	-39,723.80
1-1109.01	MISC PAYROLL DEDUCTIONS	-536.35	-286.72	249.63

Balance Sheet

As Of 06/30/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	362.31	78.54	-283.77
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,717,781.88	2,092,836.90	375,055.02
GLCategory: 120 - ACCRUED LIABILITIES				
1-1200.60	WAGES PAYABLE	111,740.44	90,478.90	-21,261.54
1-1200.65	ACCRUED VAC/SICK LEAVE	409,618.89	409,618.89	0.00
1-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT	-2,576.64	24,648.34	27,224.98
1-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	29,518.55	29,518.55	0.00
1-1200.82	ROU SUBSCRIPTION LIABILITY	218,422.00	292,960.00	74,538.00
1-1258.12	2012 BOND PREMIUM	10,363.02	12,754.74	2,391.72
1-1258.16	2016 BOND PREMIUM	300,277.68	327,995.64	27,717.96
1-1278.12	2012/2004 DEF. REFUNDING COSTS	-209,855.87	-258,284.51	-48,428.64
1-1278.16	2016/2006 DEF. REFUNDING COSTS	-78,682.85	-85,945.97	-7,263.12
1-1279.16	2016 PREPAID BOND INSURANCE	-9,020.94	-9,853.74	-832.80
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:		15,989,804.28	17,258,890.84	1,269,086.56
GLCategory: 130 - OTHER LIABILITIES				
1-1300.00	METER DEPOSITS	1,469,996.00	1,390,526.00	-79,470.00
1-1300.01	ACCESS/IMPACT FEES	25,575.00	117,625.00	92,050.00
1-1300.02	ARO DEPOSITS-UB	56,560.00	95,110.00	38,550.00
Total GLCategory 130 - OTHER LIABILITIES:		1,552,131.00	1,603,261.00	51,130.00
GLCategory: 135 - DUE TO OTHER FUNDS				
1-1350.02	DUE TO SEWER	14,688,816.23	0.00	-14,688,816.23
Total GLCategory 135 - DUE TO OTHER FUNDS:		14,688,816.23	0.00	-14,688,816.23
GLCategory: 140 - DEFERRED INFLOWS/PENSION LIABILITIES				
1-1400.00	NET PENSION LIABILITY	2,309,815.73	2,364,515.74	54,700.01
1-1400.14	DEFERRED INFLOWS/PENSIONS	94,437.93	12,989.82	-81,448.11
Total GLCategory 140 - DEFERRED INFLOWS/PENSION LIABILITIES:		2,404,253.66	2,377,505.56	-26,748.10
Total ** LIABILITIES & DEFERRED INFLOWS **:		36,352,787.05	23,332,494.30	-13,020,292.75
Total Liability:		36,352,787.05	23,332,494.30	-13,020,292.75
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
1-1900.00	CONTRIBUTED SURPLUS	76,338,107.29	72,381,215.27	3,956,892.02
1-1900.05	EARNED SURPLUS	31,286,776.40	31,286,776.40	0.00
1-2000.00	FUND BALANCE	14,319,893.29	8,673,278.73	5,646,614.56
Total GLCategory 200 - FUND BALANCE:		121,944,776.98	112,341,270.40	9,603,506.58
Total ** EQUITY **:		121,944,776.98	112,341,270.40	9,603,506.58
Total Beginning Equity:		121,944,776.98	112,341,270.40	9,603,506.58
Total Revenue		21,308,521.67	20,108,015.18	1,200,506.49
Total Expense		16,337,876.99	14,461,400.62	-1,876,476.37
Revenues Over/(Under) Expenses		4,970,644.68	5,646,614.56	-675,969.88
Total Equity and Current Surplus (Deficit):		126,915,421.66	117,987,884.96	8,927,536.70
Total Liabilities, Equity and Current Surplus (Deficit):		163,268,208.71	141,320,379.26	21,947,829.45

Balance Sheet

As Of 06/30/2025

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	2,002,399.16	742,820.49	1,259,578.67
	Total GLCategory 010 - CASH-DEMAND DEPOSITS:	2,002,549.16	742,970.49	1,259,578.67
GLCategory: 020 - INVESTMENTS				
2-0215.00	INVESTMENT-O&M	2,048,531.54	1,092,576.37	955,955.17
2-0215.01	INVESTMENT-O&M	2,033,241.44	694,232.60	1,339,008.84
2-0215.02	INVESTMENT-O&M	2,566,339.47	1,614,805.16	951,534.31
2-0215.03	INVESTMENT-O&M	5,063,860.20	0.00	5,063,860.20
2-0215.04	INVESTMENT-O&M	3,013,620.00	2,013,148.96	1,000,471.04
2-0215.05	INVESTMENT-O&M	3,000,000.00	1,103,750.61	1,896,249.39
2-0215.06	INVESTMENT-O&M	2,573,985.71	1,153,391.58	1,420,594.13
2-0215.09	INVESTMENT-O&M	0.00	560,850.05	-560,850.05
2-0215.10	INVESTMENT-O&M	0.00	2,013,148.96	-2,013,148.96
2-0215.11	INVESTMENT-O&M	0.00	1,125,308.22	-1,125,308.22
2-0215.13	INVESTMENT-O&M	0.00	1,117,468.90	-1,117,468.90
2-0215.16	INVESTMENT-O&M	0.00	1,096,375.45	-1,096,375.45
2-0215.18	INVESTMENT-O&M	0.00	1,086,428.09	-1,086,428.09
2-0215.23	INVESTMENT-O&M	0.00	836,082.02	-836,082.02
2-0215.30	INVESTMENT-O&M	0.00	2,013,148.95	-2,013,148.95
2-0215.33	INVESTMENT-O&M	0.00	781,323.45	-781,323.45
2-0215.34	INVESTMENT-O&M	2,017,376.99	2,023,521.87	-6,144.88
	Total GLCategory 020 - INVESTMENTS:	22,316,955.35	20,325,561.24	1,991,394.11
GLCategory: 030 - ACCOUNTS RECEIVABLE				
2-0300.00	ACCTS REC-CUSTOMERS	1,580,488.84	1,489,401.64	91,087.20
2-0300.05	ACCTS REC-OTHER	92,857.47	485,672.68	-392,815.21
2-0300.06	ACCOUNTS RECEIVABLE-NONBILLED	6,891.70	6,891.70	0.00
2-0300.15	ACCTS REC-UNBILLED REVENUE	843,800.00	816,000.00	27,800.00
2-0300.20	ALLOWANCE FOR BAD DEBTS	-419,814.76	-250,070.02	-169,744.74
	Total GLCategory 030 - ACCOUNTS RECEIVABLE:	2,104,223.25	2,547,896.00	-443,672.75
GLCategory: 035 - DUE FROM OTHER FUNDS				
2-0350.01	DUE FROM WATER	14,688,816.23	0.00	14,688,816.23
	Total GLCategory 035 - DUE FROM OTHER FUNDS:	14,688,816.23	0.00	14,688,816.23
GLCategory: 040 - OTHER CURRENT ASSETS				
2-0400.05	PREPAID-WORKMANS COMP	19,282.08	17,755.29	1,526.79
2-0400.10	PREPAID-INSURANCE	73,927.89	50,724.43	23,203.46
2-0400.15	PREPAID-MAINT CONTRACT	15,787.17	18,002.95	-2,215.78
	Total GLCategory 040 - OTHER CURRENT ASSETS:	108,997.14	86,482.67	22,514.47
GLCategory: 050 - RESTRICTED FUNDS				
2-0501.00	DEPRECIATION MONEY FUND	329,325.69	240,234.88	89,090.81
2-0502.00	ACCESS/IMPACT FEES-SIMMONS	1,841,994.70	1,313,543.26	528,451.44
2-0516.14	REGIONS BANK - DEBT - 2016	968,984.80	900,864.82	68,119.98
2-0524.14	ADFA - DEBT - 2024	1,026.35	323.84	702.51
	Total GLCategory 050 - RESTRICTED FUNDS:	3,141,331.54	2,454,966.80	686,364.74
GLCategory: 060 - INVENTORY				
2-0600.00	INVENTORY	147,139.81	138,185.62	8,954.19
	Total GLCategory 060 - INVENTORY:	147,139.81	138,185.62	8,954.19
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
2-0800.00	OFFICE EQUIPMENT	694,252.27	647,645.04	46,607.23
2-0800.01	VEHICLES	2,419,675.41	1,785,867.04	633,808.37
2-0800.02	SHOP EQUIPMENT & TOOLS	54,710.97	54,710.97	0.00
2-0800.03	FIELD EQUIPMENT	1,800,577.00	1,677,439.56	123,137.44
2-0800.04	COMMUNICATION EQUIPMENT	73,504.03	61,038.37	12,465.66
2-0800.08	WATER METERS	4,837,394.37	4,837,394.37	0.00

Balance Sheet

As Of 06/30/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
2-0800.12	EASEMENTS	1,141,899.28	1,141,899.28	0.00
2-0800.13	STRUCTURES & PARKING LOT	2,153,707.85	2,132,761.75	20,946.10
2-0800.14	LAND	663,254.36	663,254.36	0.00
2-0800.16	SEWER SYSTEM	50,754,149.08	50,295,481.20	458,667.88
2-0800.17	BUILDING 2ND AND PECAN	11,186.38	11,186.38	0.00
2-0800.18	POLLUTION CONTROL FAC.	71,805,971.37	71,496,743.60	309,227.77
2-0800.19	SEWER REHAB.	10,416,999.82	10,185,450.13	231,549.69
2-0800.20	CONTRIBUTED SEWER SYSTEM	57,813,710.92	55,536,874.08	2,276,836.84
2-0800.25	CONSTRUCTION IN PROGRESS	25,068,559.20	16,037,706.40	9,030,852.80
2-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-504,683.82	-461,629.66	-43,054.16
2-0800.51	ACCM DEPR-VEHICLES	-1,240,632.68	-1,409,717.27	169,084.59
2-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-53,820.41	-52,896.33	-924.08
2-0800.53	ACCM DEPR-FIELD EQUIPMENT	-1,273,107.47	-1,168,528.25	-104,579.22
2-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-65,089.13	-56,266.43	-8,822.70
2-0800.58	ACCM DEPR-WATER METERS	-1,552,332.29	-1,312,215.29	-240,117.00
2-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,580,819.33	-1,497,827.44	-82,991.89
2-0800.66	ACCM DEPR-SEWER SYSTEM	-22,015,566.11	-20,976,450.87	-1,039,115.24
2-0800.69	ACCM DEPR-BLDG 2ND PECAN	-11,185.20	-11,185.20	0.00
2-0800.70	ACCM DEPR-POLL. CONTROL	-37,142,644.98	-34,397,463.27	-2,745,181.71
2-0800.71	ACCM DEPR-SEWER REHAB	-1,714,656.01	-1,518,739.04	-195,916.97
2-0800.80	ACCM DEPR-CONTRIBUTED SEWER SYSTEI	-14,302,094.03	-13,176,253.06	-1,125,840.97
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		148,252,920.85	140,526,280.42	7,726,640.43
GLCategory: 081 - INTANGIBLE ASSETS				
2-0810.01	SOFTWARE PERPETUAL LICENSE	60,230.00	60,230.00	0.00
2-0810.02	ROU SUBSCRIPTION ASSET	1,134,932.00	1,134,932.00	0.00
2-0810.51	ACCM AMORT-SOFTWARE PERPETUAL LIC	-40,154.00	-15,059.00	-25,095.00
2-0810.52	ACCM AMORT-ROU SUBSCRIPTION ASSET	-714,092.00	-551,960.00	-162,132.00
Total GLCategory 081 - INTANGIBLE ASSETS:		440,916.00	628,143.00	-187,227.00
GLCategory: 090 - DEFERRED OUTFLOWS/PENSION ASSETS				
2-0900.14	DEFERRED OUTFLOWS/PENSION	1,327,501.99	1,565,814.54	-238,312.55
Total GLCategory 090 - DEFERRED OUTFLOWS/PENSION ASSETS:		1,327,501.99	1,565,814.54	-238,312.55
Total ** ASSETS & DEFERRED OUTFLOWS**:		194,531,351.32	169,016,300.78	25,515,050.54
Total Assets:		194,531,351.32	169,016,300.78	25,515,050.54

Liability

**** LIABILITIES & DEFERRED INFLOWS ****

GLCategory: 100 - ACCOUNTS PAYABLE				
2-1100.00	ACCOUNTS PAYABLE-TRADE	1,183,987.33	2,121,060.18	937,072.85
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	0.00	12,073.04	12,073.04
2-1109.01	MISC PAYROLL DEDUCTIONS	-2,404.15	-2,205.18	198.97
2-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	-635.97	-350.13	285.84
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,178,960.80	2,128,591.50	949,630.70
GLCategory: 120 - ACCRUED LIABILITIES				
2-1200.60	WAGES PAYABLE	190,556.43	127,087.60	-63,468.83
2-1200.65	ACCRUED VAC/SICK LEAVE	520,103.47	520,103.47	0.00
2-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT'	-2,576.61	45,894.66	48,471.27
2-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	29,518.55	29,518.55	0.00
2-1200.82	ROU SUBSCRIPTION LIABILITY	218,422.00	292,960.00	74,538.00
2-1258.16	2016 BOND PREMIUM	423,947.10	534,541.98	110,594.88
2-1278.16	2016/2007 DEF. REFUNDING GAIN	148,020.58	186,634.90	38,614.32
2-1279.16	2016 PREPAID BOND INSURANCE	-5,917.41	-7,627.17	-1,709.76
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	4,135,898.56	1,153,581.43	-2,982,317.13
Total GLCategory 120 - ACCRUED LIABILITIES:		10,127,972.67	8,617,695.42	-1,510,277.25

Balance Sheet

As Of 06/30/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
GLCategory: 130 - OTHER LIABILITIES				
2-1101.02	FSA WITHHOLDING	189.30	189.30	0.00
2-1103.01	UNITED WAY	0.00	40.00	40.00
2-1300.01	ACCESS/IMPACT FEES	41,100.00	217,625.00	176,525.00
2-1300.02	ARO DEPOSITS-UB	650.00	4,525.00	3,875.00
	Total GLCategory 130 - OTHER LIABILITIES:	41,939.30	222,379.30	180,440.00
GLCategory: 135 - DUE TO OTHER FUNDS				
2-1350.01	DUE TO WATER	14,419,076.67	23,100.80	-14,395,975.87
	Total GLCategory 135 - DUE TO OTHER FUNDS:	14,419,076.67	23,100.80	-14,395,975.87
GLCategory: 140 - DEFERRED INFLOWS/PENSION LIABILITIES				
2-1400.00	NET PENSION LIABILITY	3,605,829.27	3,719,962.26	114,132.99
2-1400.14	DEFERRED INFLOWS/PENSION	147,426.07	20,436.18	-126,989.89
	Total GLCategory 140 - DEFERRED INFLOWS/PENSION LIABILITIES:	3,753,255.34	3,740,398.44	-12,856.90
	Total ** LIABILITIES & DEFERRED INFLOWS **:	29,521,204.78	14,732,165.46	-14,789,039.32
	Total Liability:	29,521,204.78	14,732,165.46	-14,789,039.32
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
2-1900.00	CONTRIBUTED SURPLUS	64,816,357.87	62,539,521.03	2,276,836.84
2-1900.05	EARNED SURPLUS	72,452,821.60	72,452,821.60	0.00
2-2000.00	FUND BALANCE	19,291,792.69	10,874,627.82	8,417,164.87
	Total GLCategory 200 - FUND BALANCE:	156,560,972.16	145,866,970.45	10,694,001.71
	Total ** EQUITY **:	156,560,972.16	145,866,970.45	10,694,001.71
	Total Beginning Equity:	156,560,972.16	145,866,970.45	10,694,001.71
Total Revenue		24,078,093.08	23,634,249.77	443,843.31
Total Expense		15,628,918.70	15,217,084.90	-411,833.80
Revenues Over/(Under) Expenses		8,449,174.38	8,417,164.87	32,009.51
	Total Equity and Current Surplus (Deficit):	165,010,146.54	154,284,135.32	10,726,011.22
	Total Liabilities, Equity and Current Surplus (Deficit):	194,531,351.32	169,016,300.78	25,515,050.54

**WATER CASH RECEIPTS
JUN 2025**

CASH RECEIPTS	\$1,468,220.30
ACCTS RECEIVABLE OTHER	\$105,153.30
METER DEPOSITS	\$10,594.50
SERVICE CHG/PENALTIES	\$52,166.80
FEES	\$6,622.81
MISCELLANEOUS	\$16,134.99
UNAPPLIED CREDITS	\$393.82
TRASH	\$450,430.06
DEPRECIATION	\$77,254.03
TOTAL	<u>\$2,186,970.61</u>

REVENUE BILLED JUN 2025		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$700,400.86	28,636	119,915,058
RESIDENTIAL IRRIG	\$135,341.98	5,656	22,660,200
COMMERCIAL	\$448,846.72	3,298	93,588,500
INDUSTRIAL	\$159,741.07	48	44,843,500
HYDRANTS	\$1,188.58		
FIRE LINES	\$11,780.00		
ARO	\$57,877.67		716,956
PENALTY	\$38,222.00		
SERVICE CHARGE	\$23,020.00		
NEW CUSTOMER FEES	\$6,575.00		
TOTAL	<u>\$1,582,993.88</u>	<u>37,638</u>	<u>281,724,214</u>

REVENUE BILLED JUN 2024

RESIDENTIAL	\$672,680.27	27,933	121,067,700
RESIDENTIAL IRRIG	\$149,343.55	5,385	27,596,100
COMMERCIAL	\$422,455.03	3,244	90,623,000
INDUSTRIAL	\$149,239.29	47	42,969,400
HYDRANTS	\$1,218.06		
FIRE LINES	\$11,520.00		
ARO	\$187,794.14		1,416,879
PENALTY	\$36,259.73		
SERVICE CHARGE	\$19,775.00		
NEW CUSTOMER FEES	\$7,775.00		
TOTAL	<u>\$1,658,060</u>	<u>36,609</u>	<u>283,673,079</u>

INCREASE (DECREASE)	-\$75,066.19	1,029	-1,948,865
CHANGE FROM 2024	-4.5%	2.8%	-0.7%

RES/COM/IND INCR (DECR)	\$50,612.49
CHANGE FROM 2024	3.6%

PURCHASE FROM BEAVER WATER DISTRICT		
JUN 2025	\$562,491.07	336,821,000
JUN 2024	\$581,627.20	377,680,000

CITY OF ROGERS METERED CONSUMPTION	
JUN 2025	8,484,600
JUN 2024	9,316,100

**SEWER CASH RECEIPTS
JUN 2025**

CASH RECEIPTS	\$1,434,040.86
ACCTS RECEIVABLE OTHER	\$132,329.37
SERVICE CHG/PENALTIES	\$46,182.65
FEEs	\$7,506.00
MISCELLANEOUS	\$7,225.42
DEPRECIATION	\$75,475.83
	<u>\$1,702,760.13</u>

O&M	\$1,627,284.30
DEPRECIATION	\$75,475.83
	<u>\$1,702,760.13</u>

REVENUE BILLED JUN 2025		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$942,839.03	24,574	98,777,756
COMMERCIAL	\$329,137.69	2,155	54,776,200
INDUSTRIAL	\$235,218.55	33	42,413,600
ARO	\$40,700.00		
PENALTY/SURCHARGES	\$32,485.60		
NEW CUSTOMER FEES	\$7,200.00		
TOTAL	<u>\$1,587,580.87</u>	<u>26,762</u>	<u>195,967,556</u>

REVENUE BILLED JUN 2024			
RESIDENTIAL	\$910,748.43	23,886	100,478,900
COMMERCIAL	\$312,100.23	2,138	53,080,100
INDUSTRIAL	\$222,733.51	33	41,354,200
ARO	\$204,142.16		
PENALTY/SURCHARGES	\$36,795.22		
NEW CUSTOMER FEES	\$8,705.00		
TOTAL	<u>\$1,695,224.55</u>	<u>26,057</u>	<u>194,913,200</u>

INCREASE (DECREASE)	-\$107,643.68	705	1,054,356
CHANGE FROM 2024	-6.3%	2.7%	0.5%

RES/COM/IND INCR (DECR)	\$61,613.10
CHANGE FROM 2024	4.3%

**ROGERS WATER UTILITIES
SCHEDULE OF FUNDS
Jun 30, 2025**

	UNRESTRICTED	RESTRICTED					GRAND TOTAL	JUN 2024			Variance
		Meter Deposits	Debt Reserve	Access/ Impact Fees	Depreciation	TOTAL RESTRICTED		UNRESTRICTED	TOTAL RESTRICTED	GRAND TOTAL	
WATER											
Petty Cash	\$ 1,625					\$ -	\$ 1,625	\$ 1,625	-	\$ 1,625	\$ -
Checking-AP Payroll	61,352					-	61,352	101,854	-	101,854	(40,502)
Checking-CC Acct at FNB	700,116					-	700,116	976,720	-	976,720	(276,604)
Savings-Utility Money Fund	9,761,681					-	9,761,681	4,457,295	-	4,457,295	5,304,386
Savings-Depr Money Fund	-				351,391	351,391	351,391	-	174,858	174,858	176,533
Savings-O&M Money Fund	376,978					-	376,978	2,894,664	-	2,894,664	(2,517,686)
Access/Impact Fees-Simmons	-			1,154,701		1,154,701	1,154,701	-	881,124	881,124	273,577
Investments-CD's	15,280,753	1,399,092				1,399,092	16,679,845	12,704,897	3,761,423	16,466,320	213,525
Checking-Meter Deposits	-	120,998				120,998	120,998	-	529,770	529,770	(408,773)
Regions Bank-2012 Bonds	-		616,600			616,600	616,600	-	578,459	578,459	38,141
Regions Bank-2016 Bonds	-		343,743			343,743	343,743	-	319,586	319,586	24,157
TOTAL WATER	\$ 26,182,505	\$ 1,520,090	\$ 960,343	\$ 1,154,701	\$ 351,391	\$ 3,986,525	\$ 30,169,030	\$ 21,137,056	\$ 6,245,221	\$ 27,382,276	2,786,754
Minimum Reserves	40.9% 10,704,000	1,469,996	-	-	-	1,469,996	12,173,996			14,459,000	
Total Above Minimums	59.1% 15,478,505	50,094	960,343	1,154,701	351,391	2,516,529	17,995,034			12,923,276	
SEWER											
Petty Cash	\$ 150					\$ -	\$ 150	\$ 150	-	\$ 150	\$ -
Savings-Depr Money Fund	-				329,326	329,326	329,326	-	240,235	240,235	89,091
Savings-O&M Money Fund	2,002,399					-	2,002,399	742,820	-	742,820	1,259,579
Access/Impact Fees-Simmons	-			1,841,995		1,841,995	1,841,995	-	1,313,543	1,313,543	528,451
Investments-CD's	22,316,955					-	22,316,955	20,325,561	-	20,325,561	1,991,394
ADFA-2024 Bond	-		1,026			1,026	1,026	-	324	324	703
Regions Bank-2016 Bonds	-		968,985			968,985	968,985	-	900,865	900,865	68,120
TOTAL SEWER	\$ 24,319,505	\$ -	\$ 970,011	\$ 1,841,995	\$ 329,326	\$ 3,141,332	\$ 27,460,836	\$ 21,068,532	\$ 2,454,967	\$ 23,523,499	3,937,338
Minimum Reserves	37.2% 9,049,000	-	-	-	-	-	9,049,000			14,856,000	
Total Above Minimums	62.8% 15,270,505	-	970,011	1,841,995	329,326	3,141,332	18,411,836			8,667,499	
GRAND TOTAL	\$ 50,502,010	\$ 1,520,090	\$ 1,930,354	\$ 2,996,696	\$ 680,717	\$ 7,127,857	\$ 57,629,866	\$ 42,205,588	\$ 8,700,187	\$ 50,905,775	6,724,091

ROGERS WATER UTILITIES: UNACCOUNTED WATER

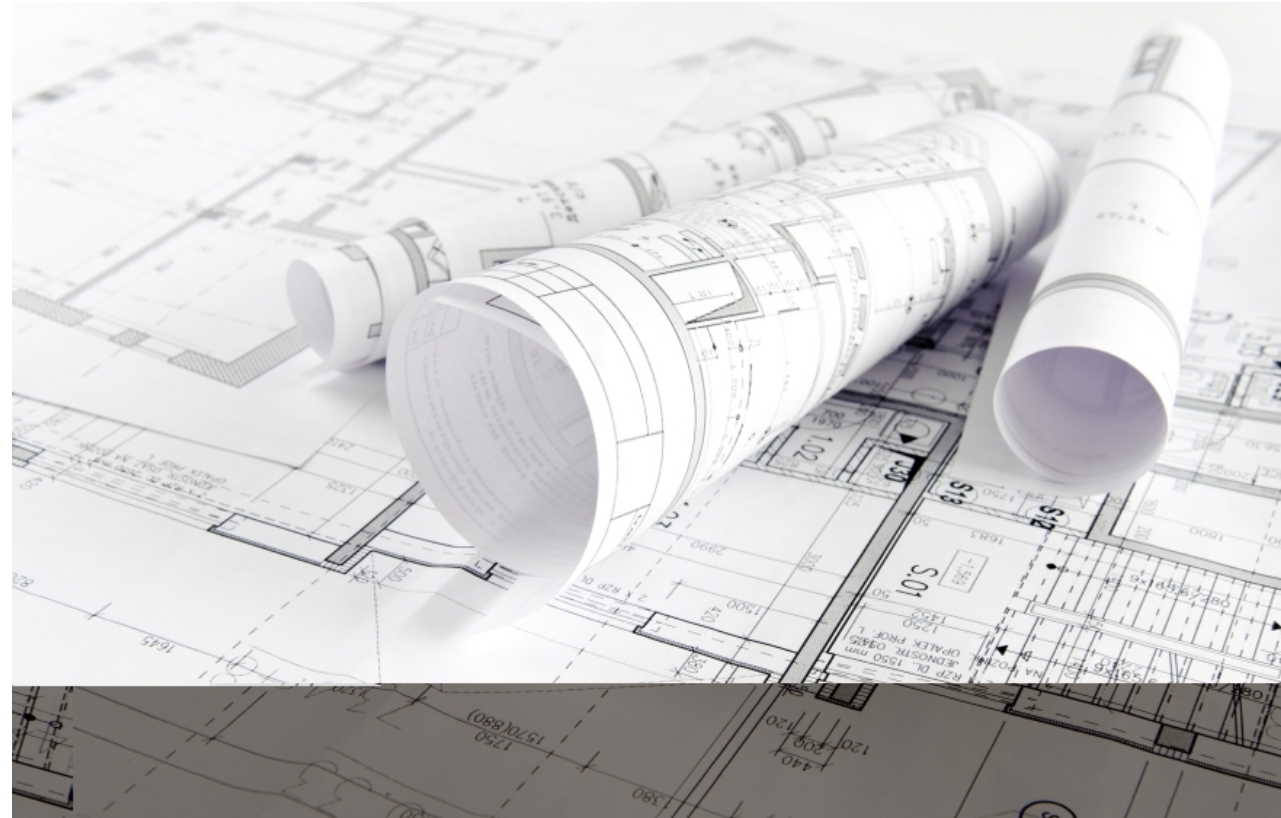
MONTH	RESIDENTIAL GALLONS	COMMERCIAL GALLONS	INDUSTRIAL GALLONS	HYDRANT MTR RENTAL GALLONS	WATER LINE BREAK GALLONS	AR BILLED METERED	MISC USAGE	TOTAL GALLONS	PURCHASED GALLONS	% LOST	LAST 12 MOS TOTAL GALLONS	LAST 12 MOS PURCHASED GALLONS	AVG. MONTH LOST WATER PRIOR 12 MOS
JUL 24	201,253,400	109,681,900	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		7,342,925	395,564,877	399,468,000	1%	3,606,104,753	3,907,919,000	8%
OCT 24	197,815,900	119,097,600	45,702,800	2,457,300	0	247,291	28,067,472	393,388,363	397,489,000	1%	3,682,963,175	3,994,166,000	8%
NOV 24	162,492,500	105,504,300	42,202,000	547,300	0	65,619	26,673,538	337,485,257	275,320,000	-23%	3,756,470,194	4,025,699,000	7%
DEC 24	119,405,800	69,036,700	42,210,800	336,349	267,373	32,708	21,824,320	253,114,050	260,357,000	3%	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	6,920,646	229,230,786	237,446,000	3%	3,779,310,440	4,029,149,000	6%
MAR 25	109,893,700	66,300,200	39,158,600	376,600	0	219,309	6,442,733	222,391,142	262,923,000	15%	3,791,259,107	4,038,158,000	6%
APR 25	114,462,200	73,926,000	40,400,000	566,200	0	93,562	3,001,061	232,449,023	271,156,000	14%	3,675,404,379	3,918,573,000	6%
MAY 25	134,734,000	80,683,600	41,017,700	1,228,500	0	184,697	3,781,490	261,629,987	313,137,000	16%	3,662,422,026	3,925,291,000	7%
JUN 25	142,575,258	93,588,500	44,843,500	638,000	7,322	71,634	3,279,400	285,003,614	336,821,000	15%	3,619,924,098	3,884,432,000	7%
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	735,794,858	450,265,600	243,113,900	3,258,740	113,855	764,807	28,045,377	1,461,357,137	1,688,493,000	13%

Engineering Report

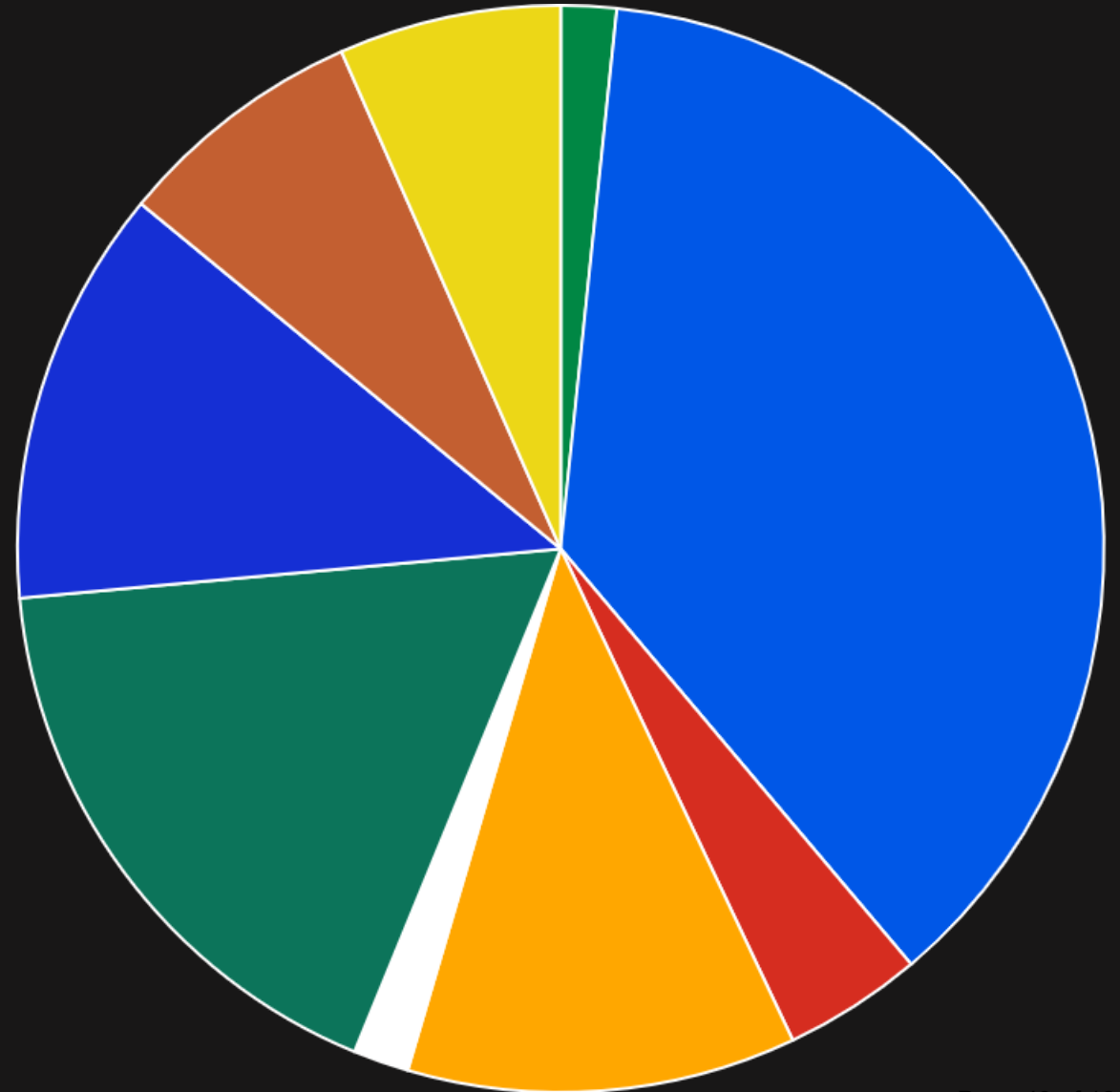
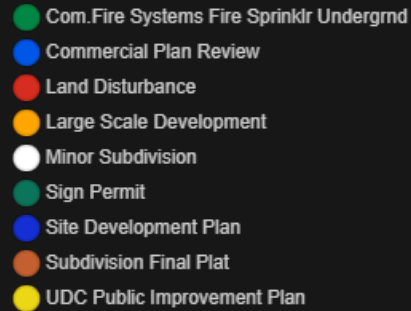
Brian Sartain, Utility Engineer
7/21/25





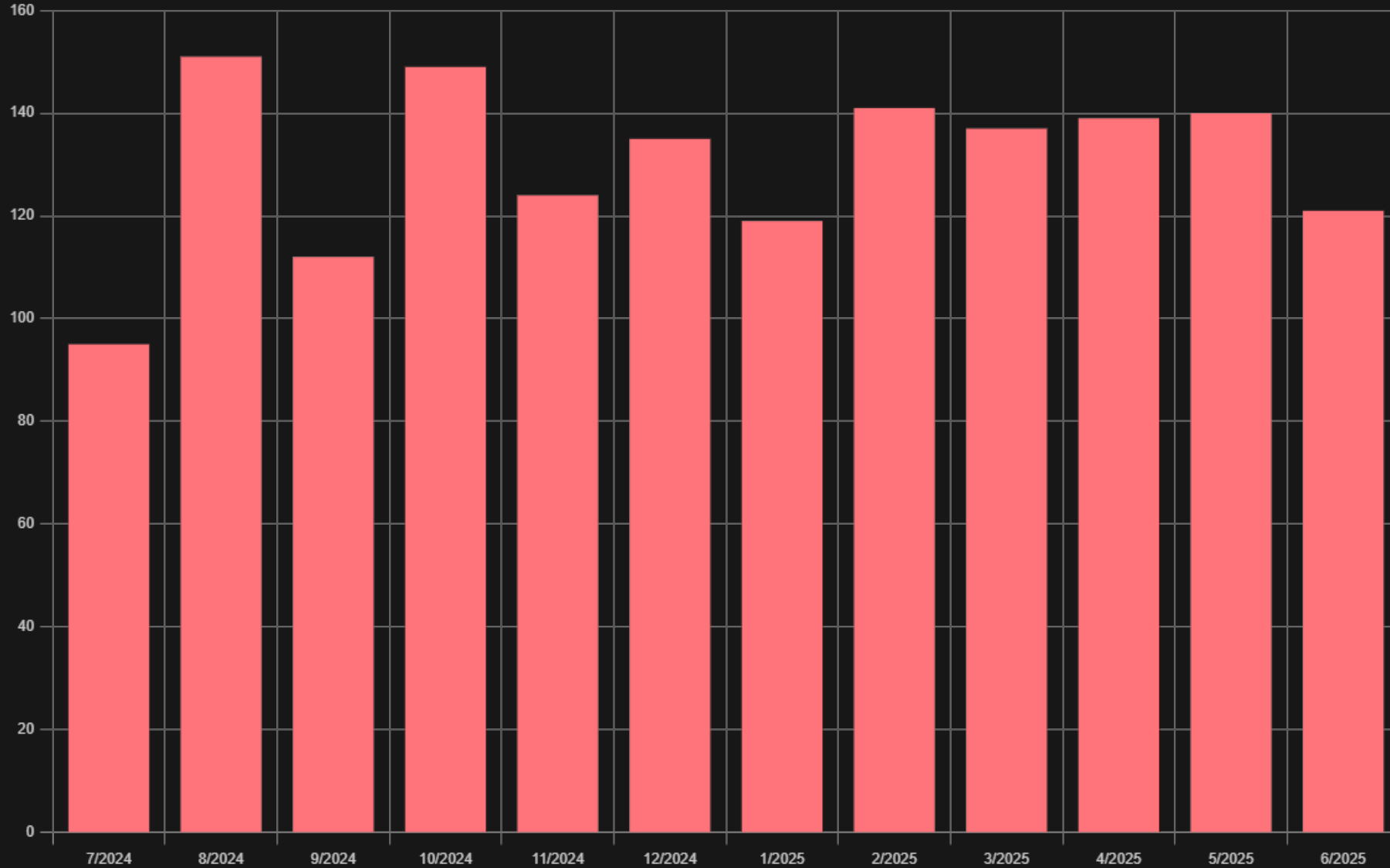
Development Plan Review – June 2025

- 45 Commercial Plans
 - 21 Sign Permits
 - 16 Site Development Plans
 - 14 Large Scale Developments
 - 10 Master Plans
 - 9 Subdivision Final Plats
 - 8 RWU Utility Extensions
 - 8 UDC Public Improvement Plans
 - 5 Land Disturbances
 - 3 Residential Townhome
 - 2 Com.Fire Systems Fire Sprinklr
 - 2 Minor Subdivisions
- 143 Plan Sets Total





Development Plan Review Trend – 12 Months



Project Status

Pre-Design / Concept

- RPCF Capacity Improvement Project
- Mt. Hebron Interconnection / Metering Station

In Design

- Sewer Flow Monitoring Plan
- Blossom Way Sewer Emergency Repairs
- Sewer Model Update
- Veterans Park / Beacon Cir. Sewer Improvements
- 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
- S. 3rd St. Reconstruction (Downtown)
- Oak St. Pedestrian Improvements (28th to 2nd)

Out to Bid

- W. Chestnut St. Waterline Improvements

Bids Received

- None

Under Construction

- 2025 Sewer Smoke Testing
- Lakewood / Biltmore Lift Station Generators
- Large meter vault rehabilitation
- 2024 Misc. Waterline Replacements
- RPCF Solids Handling Ph.II
- 5th & Walnut Intersection Improvements
- 2025 Manhole Rehab
- 2025 CIPP Sewer Rehab
- W. Poplar St. Improvements – 1st to 8th
- W. Oak St. Improvements – 52nd to Dodson

Completed

- S. 28th Place / 28th & Pleasant Grove Roundabout
- Banz Addition Sewer Replacement

Completed RWU Reviews Detail for June, 2025

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	7Brew Coffee - S 52nd	2101 S 52ND ST	6/2/2025 2:00:46PM
Commercial Plan Review	Voxy	5102 S PINNACLE HILLS PKWY	6/2/2025 1:55:13PM
Commercial Plan Review	Soho Bldg 5	4900 W Pleasant Dr	6/3/2025 9:22:02AM
Commercial Plan Review	Soho Bldg 4	4902 W Pleasant Dr	6/3/2025 9:13:38AM
Commercial Plan Review	James Avery	2203 S Promenade Blvd, # 3135	6/3/2025 8:14:12AM
Commercial Plan Review	WayStation Essential Services	1920 S 8TH ST	6/3/2025 9:31:18AM
Commercial Plan Review	Simmons Bank - 8th St. Rogers - Interior Remodel	111 N 8TH ST	6/4/2025 7:57:05AM
Commercial Plan Review	Sweet Paris Creperie & Cafe	2203 S PROMENADE BLVD #8105	6/3/2025 10:05:16AM
Commercial Plan Review	Rogers Adult Wellness	2001 W PERSIMMON ST	6/3/2025 11:53:03AM
Commercial Plan Review	Purple Cow - Rogers	3300 S PINNACLE HILLS PKWY	6/3/2025 2:59:10PM
Commercial Plan Review	WayStation Essential Services	1920 S 8TH ST	6/4/2025 9:25:45AM
Commercial Plan Review	The Melting Pot	5102 W PAULINE WHITAKER PKWY #310	6/4/2025 1:47:36PM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Maintenance Building and D	1863 W MacBeth Dr	6/5/2025 10:45:42AM
Commercial Plan Review	DUAL CITIES	403 S RAINBOW RD	6/5/2025 10:51:39AM
Commercial Plan Review	FNB of NWA 2- Story	303 S ARKANSAS ST	6/5/2025 11:10:51AM
Commercial Plan Review	VeraLux TI	2000 S 42nd St #120	6/6/2025 11:13:07AM
Commercial Plan Review	PC2 Fitness Center TI	3301 S MARKET ST, #101	6/6/2025 11:17:38AM
Commercial Plan Review	Castle Rental Jewelry	2301 W Walnut St #2	6/6/2025 11:24:18AM
Commercial Plan Review	8th Street Development	2420 S 8TH ST	6/10/2025 12:44:14PM
Commercial Plan Review	Firebirds Wood Fired Grill	1805 S 46TH ST Ste 103	6/10/2025 12:56:27PM
Commercial Plan Review	Protein House	4600 S PINNACLE HILLS PKWY #112	6/10/2025 3:17:36PM
Commercial Plan Review	Mr Wok	5400 S PINNACLE HILLS PKWY #104	6/17/2025 10:40:04AM
Commercial Plan Review	Tenant Finish Out for Paint Nail Bar	5505 W NORTHGATE RD STE 102	6/17/2025 10:45:29AM
Commercial Plan Review	PJ's Coffee of New Orleans	1803 S 46TH ST STE 101	6/17/2025 10:52:09AM
Commercial Plan Review	City of Rogers Park Restroom/Pavilion Structure	2428 W OLIVE ST	6/17/2025 11:17:05AM
Commercial Plan Review	Rogers Fire Station #4	2424 W OLIVE ST	6/17/2025 11:44:35AM
Commercial Plan Review	Castle Rental Jewelry	2301 W Walnut St #2	6/17/2025 11:57:45AM
Commercial Plan Review	Chase Bank - New Hope & Promenade: ATM	1793 S 46TH ST	6/17/2025 12:51:04PM
Commercial Plan Review	EV Charging Station	212utl N 40th St	6/18/2025 3:07:12PM
Commercial Plan Review	Walmart EV #5837.1009	5000 W PAULINE WHITAKER PKWY	6/18/2025 10:08:16AM
Commercial Plan Review	Castle Rental Jewelry	2301 W Walnut St #2	6/19/2025 7:53:34AM
Commercial Plan Review	Acambaro Mexican Restaurant	215 S 8TH ST	6/18/2025 3:16:27PM
Commercial Plan Review	HHS Team Store Infill	1114 S 5TH ST	6/19/2025 12:10:02PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	Remodel for HHS Media Center	1114 S 5TH ST	6/19/2025 8:02:53AM
Commercial Plan Review	ECR IOP	308 N 24TH ST	6/19/2025 8:05:41AM
Commercial Plan Review	Soho Bldg 4	4902 W Pleasant Dr	6/23/2025 10:27:44AM
Commercial Plan Review	Soho Bldg 5	4900 W Pleasant Dr	6/23/2025 10:29:34AM
Commercial Plan Review	Remodel - Black Crown Social	1018 N 2ND ST	6/19/2025 3:34:35PM
Commercial Plan Review	WayStation Essential Services	1920 S 8TH ST	6/23/2025 9:35:16AM
Commercial Plan Review	Burn Boot Camp	4207 S PLEASANT CROSSING BLVD	6/25/2025 10:57:02AM
Commercial Plan Review	Rogers Water Utilities Storage	521 S 2ND ST	6/26/2025 3:14:47PM
Commercial Plan Review	8th Street Development	2420 S 8TH ST	6/30/2025 10:03:22AM
Commercial Plan Review	Soho Bldg 5	4900 W Pleasant Dr	6/30/2025 10:25:58AM
Commercial Plan Review	Soho Bldg 4	4902 W Pleasant Dr	6/30/2025 10:24:52AM
Commercial Plan Review	Hair Salon	201 S 19TH ST #G	6/30/2025 4:06:07PM
Sign Permit	Un Deux Trois	5465 W NORTHGATE RD	6/2/2025 2:22:29PM
Sign Permit	Advantage solutions	4302 S JB HUNT DR	6/6/2025 11:01:46AM
Sign Permit	Pinnacle Springs	S Promenade Blvd & W New Hope Road	6/6/2025 3:28:35PM
Sign Permit	Pinnacle Springs	S Promenade Blvd & W New Hope Road	6/6/2025 3:46:21PM
Sign Permit	U Pull It	600 W PRICE LN	6/10/2025 9:30:09AM
Sign Permit	Eagle Crest Recovery	308 N 24TH ST	6/11/2025 10:04:27AM
Sign Permit	Summit at Vista - Awning Sign	1803 S 46TH ST	6/11/2025 10:03:58AM
Sign Permit	Clark Contractors Office	4886 W PAULINE WHITAKER PKWY	6/17/2025 8:07:09AM
Sign Permit	Whole Foods	1801 S 46TH ST	6/17/2025 8:32:42AM
Sign Permit	Pinnacle Springs	S Promenade Blvd & W New Hope Road	6/5/2025 4:21:51PM
Sign Permit	Big Whiskey	1787 W PLEASANT GROVE RD	6/17/2025 9:55:25AM
Sign Permit	PCB	1402 W HUDSON RD	6/17/2025 12:52:55PM
Sign Permit	Rocket Software	3721 S CHAMPIONS DR	6/18/2025 9:41:40AM
Sign Permit	Carmax	6360 S DIXIELAND RD	6/18/2025 9:52:06AM
Sign Permit	EZ Fuel Stop East Elevation	201 W Hudson Rd, Rogers, AR 72756	6/18/2025 3:11:09PM
Sign Permit	American Watersports	701 W HUDSON RD	6/23/2025 2:12:20PM
Sign Permit	Blue Ember	1723 W PLEASANT GROVE RD	6/23/2025 2:17:06PM
Sign Permit	Big Biscuit	1787 W PLEASANT GROVE RD	6/23/2025 2:14:39PM
Sign Permit	Belfor Property Restoration	6361 S OLDRIDGE PL	6/25/2025 9:51:53AM
Sign Permit	Oakdale Middle School	511 N DIXIELAND RD	6/26/2025 9:58:33AM
Sign Permit	Farmers Insurance	3108 W New Hope Rd Rogers	6/26/2025 10:00:51AM
Site Development Plan	Legends Apartments - Site Development Plan	02-00861-103	6/2/2025 12:38:37PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Site Development Plan	Locust St Apartments	430 E LOCUST ST	6/6/2025 11:55:01AM
Site Development Plan	Walnut Commons	2660 W WALNUT ST	6/13/2025 9:39:39AM
Site Development Plan	Flyway Office Building	5100 S PINNACLE HILLS PKWY	6/17/2025 2:54:28PM
Site Development Plan	2nd Street Apartments	See Parcel ID	6/17/2025 12:00:22PM
Site Development Plan	Promenade Dermatology	02-22387-000	6/19/2025 1:07:21PM
Site Development Plan	Fire Station #4 & Olive Street Park	2424 W OLIVE ST	6/18/2025 11:22:09AM
Site Development Plan	Iglesia Bautista Building Addition	1105 W CHESTNUT ST	6/6/2025 3:53:33PM
Site Development Plan	The Grove Retail	1771 W PLEASANT GROVE RD	6/19/2025 9:25:49AM
Site Development Plan	CrossFit NWA - Site Development Plan	3207 W ARAPAHO DR	6/18/2025 2:10:37PM
Site Development Plan	Pinnacle Village - Phase 2	4607 S 47TH ST	6/19/2025 4:19:22PM
Site Development Plan	Michaels, Pleasant Crossing	S PLEASANT CROSSING BLVD	6/20/2025 9:29:37AM
Site Development Plan	Michaels, Pleasant Crossing	S PLEASANT CROSSING BLVD	6/25/2025 10:02:08AM
Site Development Plan	Dyke Street Warehouse SDP	431 W DYKE RD	6/27/2025 9:10:33AM
Site Development Plan	Testing	301 W CHESTNUT ST	6/23/2025 2:56:50PM
Site Development Plan	Tyson Rogers Parking Plant Improvements	212 E ELM ST	6/27/2025 3:32:56PM
Large Scale Development	The Grove Residential Community		6/20/2025 2:49:30PM
Large Scale Development	SOHO	S CHAMPIONS DR	6/9/2025 3:20:17PM
Large Scale Development	Villas on Turtle Creek	Rogers AR	6/9/2025 11:53:42AM
Large Scale Development	Trinity Grace Church	5845 S BELLVIEW RD	6/3/2025 1:34:27PM
Large Scale Development	The Fields at Pinnacle Mixed Use Development		6/5/2025 3:05:17PM
Large Scale Development	NWA First National Bank	S ARKANSAS ST & E POPLAR ST	6/9/2025 2:23:27PM
Large Scale Development	9th Street Development - Large Scale Development Plan	W Linda Lane, Rogers AR 72758	6/5/2025 2:38:39PM
Large Scale Development	Promenade Medical Plaza Phase 1 LSD	901 S. Promenade Blvd.	6/27/2025 11:09:23AM
Large Scale Development	Honeysuckle Lane Trailer Maintenance Shop	781 Pleasant Grove Rd, Rogers, AR 72756	6/20/2025 2:42:54PM
Large Scale Development	Assembled Products 405 W Easy St	405 W EASY ST, ROGERS, AR 72756	6/18/2025 8:49:06AM
Large Scale Development	Pinnacle Village Townhouses - Phase 1	4601 S CHAMPIONS DR, ROGERS, AR 72758	6/20/2025 10:34:20AM
Large Scale Development	Rogers 1st Street Development (First Street Flats)(1st Street Fl	401 N 1st St	6/27/2025 3:20:52PM
Large Scale Development	Honeysuckle Lane Trailer Maintenance Shop	781 Pleasant Grove Rd, Rogers, AR 72756	6/24/2025 9:20:27AM
Large Scale Development	CORE Office Building	W JB HUNT DR	6/27/2025 2:23:01PM
Master Plan	Ozark United FC Preliminary Plat	3105 S SAM DAVIS RD	6/6/2025 10:06:45AM
Master Plan	Crescent View ph.3		6/9/2025 2:12:56PM
Master Plan	HENDRIX TOWNHOMES - PRELIMINARY PLAT	1017 W HENDRIX ST, ROGERS, ROGERS	6/3/2025 2:19:05PM
Master Plan	Patrick Place Subdivision	02-00828-002	6/9/2025 4:13:49PM
Master Plan	Oak Street Village	2104 W OAK ST	6/18/2025 4:18:42PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Master Plan	707 Townhomes	707 W OLIVE ST	6/19/2025 9:01:11AM
Master Plan	Pinnacle Springs Townhomes	Parcel #02-19287-002	6/19/2025 9:19:41AM
Master Plan	Dixieland Townhomes	1626 S DIXIELAND RD	6/19/2025 10:30:13AM
Master Plan	4th St. Townhomes - Preliminary Plat	921 S 4TH ST	6/25/2025 2:29:43PM
Master Plan	Patrick Place Subdivision	02-00828-002	6/27/2025 3:13:40PM
Subdivision Final Plat	4 E Timber Trail Tract Split	4 E TIMBER TRL	6/2/2025 2:32:49PM
Subdivision Final Plat	Jonas Dunnaway	2200 S DIXIELAND RD	6/9/2025 4:06:43PM
Subdivision Final Plat	Walnut Commons	2670 W WALNUT ST	6/16/2025 12:42:01PM
Subdivision Final Plat	PCC Phase 3 Lot Split Plat	4315 S PLEASANT CROSSING BLVD	6/11/2025 10:05:26AM
Subdivision Final Plat	Walnut Commons	2670 W WALNUT ST	6/20/2025 9:58:58AM
Subdivision Final Plat	Better Body Bar Lot Combination	311 S PROMENADE BLVD	6/19/2025 3:57:38PM
Subdivision Final Plat	Derek and Jessica Thomas Easement Reduction	13626 TETON LN	6/23/2025 8:53:30AM
Subdivision Final Plat	5405 S Altamonte Rd. - Easement Release	5405 S ALTAMONTE RD	6/5/2025 12:48:08PM
Subdivision Final Plat	5623 S Brighton Rd. - Easement Release	5623 S BRIGHTON RD	6/5/2025 12:27:18PM
RWU	South 4th St Water & Sewer Replacement	South 4th St Olrich to Oak / Olrich St 8th to 4th	6/3/2025 10:06:59AM
RWU	Large Meter Vault	Various	6/6/2025 4:38:46PM
RWU	Scissortail Subdivision Phase 4	278 LILLARD LN	6/5/2025 8:27:02AM
RWU	Large Meter Vault	Various	6/10/2025 2:03:23PM
RWU	Chestnut Waterline Improvements	Along W. Chestnut St. between 2nd & Arkansas St.	6/26/2025 2:28:14PM
RWU	Courtney.Austin@Craftontull.com	SE intersection on S Dixieland and W Pleasant Grove	6/17/2025 1:40:51PM
RWU	Concord Commons Commercial	Parcel 12-00311-000 Between Dixieland, Pleasant Cr	6/26/2025 5:18:43PM
RWU	michellebrockrealestate@gmail.com	4374 W PLEASANT GROVE RD	6/24/2025 9:57:50AM
UDC Public Improvement Plan	Hebron Creek		6/2/2025 1:36:30PM
UDC Public Improvement Plan	Dixieland and Olive	2127 W OLIVE ST	6/4/2025 4:18:26PM
UDC Public Improvement Plan	Well Zeal	S BELLVIEW RD	6/12/2025 9:47:11AM
UDC Public Improvement Plan	Hebron Creek		6/17/2025 3:19:44PM
UDC Public Improvement Plan	RAINBOW ROAD SUBDIVISION	S RAINBOW RD	6/17/2025 10:00:42AM
UDC Public Improvement Plan	The Grove Retail	1771 W PLEASANT GROVE RD	6/18/2025 1:58:32PM
UDC Public Improvement Plan	CrossFit NWA	3207 W ARAPAHO DR	6/27/2025 9:12:06AM
UDC Public Improvement Plan	The Grove Retail	1771 W PLEASANT GROVE RD	6/27/2025 1:35:56PM
Land Disturbance	coastalconstructiondesign@gmail.com	2701 W SAYRE LN	6/3/2025 9:38:42AM
Land Disturbance	Pinnacle Springs Building 600	1750 S OSAGE SPRINGS DR	6/12/2025 2:03:45PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Land Disturbance	PCC Phase 3	4317 S PLEASANT CROSSING BLVD	6/26/2025 5:02:32PM
Land Disturbance	The Grove Retail	1771 W PLEASANT GROVE RD	6/27/2025 9:57:47AM
Land Disturbance	7Brew Coffee - S 52nd	2101 S 52ND ST	6/30/2025 4:08:08PM
Residential Townhome Plan Review	Village on Maple (Bldg 4)	2251 W MAPLE ST	6/25/2025 1:23:40PM
Residential Townhome Plan Review	Village on Maple (Bldg 2 & 3)	2289 W MAPLE ST	6/25/2025 1:25:16PM
Residential Townhome Plan Review	Village on Maple 1 - 2301, 2303, 2305, 2307, 2309	2311 W MAPLE ST	6/25/2025 1:26:47PM
Com.Fire Systems Fire Sprinklr Undergrr	Walmart Aviation Phase 2	7 W HAMMERSCHMIDT DR	6/23/2025 2:27:10PM
Com.Fire Systems Fire Sprinklr Undergrr	Harris Bakery Underground	114 W ELM ST	6/25/2025 11:52:14AM
Minor Subdivision	Assembled Products Lot Combination	209 W EASY ST	6/12/2025 2:53:36PM
Minor Subdivision	Assembled Products Lot Combination	209 W EASY ST	6/23/2025 9:46:47AM

Rogers Pollution Control DMR Summary

2025

	Limits	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Phosphorus Mo Avg lbs/day	117	6.47	13.66	18.81	40.99	43.52	41.25						
Phosphorus 30 Day Mo Avg mg/l	1	0.09	0.18	0.25	0.39	0.39	0.40						
Phosphorus Max 7 day Avg mg/l	2	0.12	0.18	0.34	0.55	0.55	0.73						
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751					223.8	131.5						
Total Suspended Solids Mo Avg	15					1.9	1.2						
Total Suspended Solids 7 day Avg	23					2.7	2.2						
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	66.7	89.5	95.4	416.3								
Total Suspended Solids Mo Avg	20	0.9	1.2	1.3	3.7								
Total Suspended Solids 7 day Avg	30	1.1	2.6	1.4	5.4								
April	Limits												
Ammonia lbs/day Mo Avg	234				<127.22								
Ammonia Mo Avg mg/l	2.0				<1.06								
Ammonia max 7 day Avg mg/l	4.5				2.07								
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175					<36.49	<40.67						
Ammonia Mo Avg mg/l	1.5					<.32	<.40						
Ammonia max 7 day Avg mg/l	2.3					<.49	<.70						
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	<28.61	<26.82	<24.26									
Ammonia Mo Avg mg/l	3.0	<.4	<.35	<.32									
Ammonia max 7 day Avg mg/l	4.5	<.52	<.58	<.4									
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168					207.3	150.5						
CBOD Mo Avg mg/l	10					1.90	1.50						
CBOD Max 7 day Avg. mg/l	15					2.60	2.00						
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	145.4	197.9	175.8	<390.6								
CBOD Mo Avg mg/l	15	2.0	2.6	2.3	<3.6								
CBOD Max 7 day Avg. mg/l	23	2.1	3.3	2.7	<5.4								



FOG Inspection Report Monthly Summary for June 2025

- 31 known pumping services occurred this month.
- At one inspection I found the FSE's interceptor lids were not secured properly. They will need new/additional risers added and a new larger lid to properly secure it again.
- I stopped by Parlor Doughnuts to drop off RWU's "Clean Kitchen Practices" poster and see if the business owner or property owner is handling the servicing of the grease interceptor. This location has a shared grease waste line, but the grease interceptor is not being shared at this time. The business owner was not sure who was responsible. I am still waiting for a response from them.
- Melting Pot, a new fondue place, is coming to Rogers and will be taking over Wellingtons space in the One Uptown building. The grease interceptor they enter is shared with Heros coffee. I was informed at the pre-con meeting that they will be handling the service of the grease interceptor. I will go speak with them about their requirements before they open.
- Another new restaurant, The Purple Cow, is taking over The Blackberry Brasserie off Pinnacle. They are required to service the interceptor, contact me to come and verify that it is in working condition, if it is then they need to replace the green plastic lids with pickable past iron ones. I am waiting for the contractor to tell me when the interceptor is empty and ready for inspection.
- Mermaids has opened recently. I stopped by to provide them with documents and discuss their requirements for the grease interceptor. They mentioned they have an odor issue every now and then. I recommend having all the lines jetted and lines traced. Maybe a drain got covered up without anyone's knowledge and is allowing sewer gases to pass through. They were also informed to pour cooking oil down the drains. I am not sure who told them that, but I told them not to do that. It will cause more issues for them and us.
- All other inspections were routine with nothing to report.

- Paul and I collected control monitoring samples at Ozark Mountain Poultry and Southeast Poultry.
- We also did our second quarter sampling which includes sampling the influent and effluent for metals, cyanide, phenolics, low level mercury and priority pollutants. The priority pollutants include 28 volatile organics, 61 base, neutral and acid compounds, 28 pesticides and PCBs. We only have to sample for priority pollutants once a year

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



Monthly Summary of Industrial Pretreatment Activities June 2025

# of industrial control monitoring activities:	2
Industries control monitored:	Ozark Mt Poultry, Southeast Poultry
# of self monitoring reports processed:	9
# of industrial inspection activities:	0
Industries inspected:	n/a
# of short site visits:	0
Industries visited:	n/a
# of Notices of Violation:	0
Notices of Violation:	n/a

Surcharges May 2025 issued in June 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	3.802442	32.5	0.00	377.0	729.83	83.40	1,518.39	0.93	0.00	2,248.22
SE Poultry	3.899052	158.2	0.00	798.9	2,531.63	27.88	293.11	9.86	968.02	3,792.76
Tyson CNQ	5.466750	80.5	0.00	537.3	1,998.90	2.50	0.00	5.62	375.21	2,374.11
Tyson of Rogers	8.663401	47.5	0.00	407.3	1,947.42	88.5	3,715.74	3.22	0.00	5,663.16
WestRock	0.056776	140.0	0.00	1350.0	70.79	9.40	0.00	0.43	0.00	70.79
Sum \$										14,149.04

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

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

The total amount surcharged for results submitted during the 2024 – 2025 budget year is \$174,200.63 (User data submitted for eleven months).

Ozark Mt Poultry (OMP) met permit limits for the months of April and May so no violation letter was issued in June. SE Poultry had high CBOD results in May but the loading did not go over permit limits.

Amber Owens and I sampled the Influent and Effluent for metals, low level mercury, cyanide, phenolics during the first week of June. The annual requirement to sample and test for priority pollutants was also taken care of. The results were normal except that lead was at 12.8 ppb instead of less than 0.3 ppb in the effluent. 12.8 ppb is still below the water quality limit for the creek at 27.6 ppb. No priority pollutants were detected. Occasionally the effluent sampling results for metals like copper, nickel or lead can be higher than normal. I suspect this is related to equipment containing metal parts failing, repair work or new construction activities.

[\(continued on next page\)](#)

I went to the Springdale District meeting on 6/11/25 to complete my training hours. I revised the pollutant surcharging section of the City Code.

We also invited three Glad Manufacturing employees out to the wastewater plant to show them that we have tiny discs of colored plastic floating in our clarifiers and sand filters. They confirmed that it was from their plastic reclaim process and that they would check on their fine mesh drain screens at their facility.

Report prepared by Paul Burns, Pretreatment Coordinator

Pollution Control Facility Significant Events

June 2025

1. Work is continuing on the Solids Handling upgrades.
2. We finally got to inspect the diversion gate. Cleaned it up and all is working well again.
3. We are having to do a site evaluation from trace amounts of diesel found when we removed our underground storage tanks during our solids handling upgrades. We hope to have a more complete understanding of our problem and solution after the evaluation.
4. We were able to get our employee evals in for June.
5. Celebrated water professionals week with a pizza lunch.
6. We treated 398 MG in June. $30 \times 9 \text{ MGD} = 270 \text{ MG}$. So we treated about 128 MG of rainwater. The avg daily flow for the month was 13.3 MGD. These flows included 6.43" of rain over 16 events. The historical average rainfall for June is 4.21".

RESOLUTION NO. 25-24

A RESOLUTION AUTHORIZING THE PURCHASE OF SEWER FLOW MONITORING EQUIPMENT; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

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

WHEREAS there is a need to purchase certain sewer flow monitoring equipment, specifically “Raven Eye Contactless Flow Monitoring Kits” along with related equipment (“sewer flow monitoring equipment”); and

WHEREAS such sewer flow monitoring equipment is readily compatible with software already used by the RWU Engineering and Field Operations sections; and

WHEREAS such sewer flow monitoring equipment is obtained either directly from the manufacturer or from the manufacturer’s authorized distributors and soliciting bids for such equipment would likely not result in lower prices for RWU and would entail needless administrative time and expense and would therefore not be feasible or practical; and

WHEREAS such sewer flow monitoring equipment can be readily supplied by Henard Utility Products, Inc. of Searcy, Arkansas.

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 authorizes, but does not direct, the Rogers Water Utilities (“RWU”) to purchase the sewer flow monitoring equipment through Henard Utility Products Inc. of Searcy, Arkansas (“Henard”) and authorizes the expenditure of up to and including Two Hundred Thirty Five Thousand, Nine Hundred Fifty Dollars (\$235,950) plus shipping, applicable taxes, and ancillary charges, if any, for the purchase. The Superintendent of RWU, or his designated representative, is authorized to

execute any purchase orders and/or other contract documents necessary to complete the purchases contemplated herein, consistent with the authority given under this Resolution, the final form and content of any purchase order or other contract document to be approved by the Superintendent of RWU, his approval being evidenced by his signature thereon, or by the signature of his designated representative.

Section 2. For the reasons stated in the recitals above, the Commission finds that soliciting bids for the sewer flow monitoring equipment would not be feasible or practical and the Commission therefore waives the requirements of competitive bidding for purchase of the sewer flow monitoring equipment.

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

Section 4. Repeal of Conflicting 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 21st day of July 2025.

Jerry Carmichael, Chairman

ATTEST:

Brent Dobler, Acting Secretary

QUOTATION

FROM
HENARD UTILITY PRODUCTS, INC.
 P.O. Box 9238
 SEARCY, ARKANSAS 72145
 PHONE (501)268-1987 FAX (501)268-7437
 www.henardutility.com

INQUIRY NO: 61925-1

DATE 19 June 2025

TERMS 30 Days

DELIVERY TBD

PRICES ARE QUOTED F.O.B.
Shipping Point

TO **Rogers Water Utilities**

Johnny Lunsford

johnnylunsford@rwu.org

WE ARE PLEASED TO QUOTE AS FOLLOWS:

QTY.	DESCRIPTION	PRICE EA.	AMOUNT
14	TW-RAV-KIT-005 Raven Eye Contactless Flow Monitoring Kit, Includes Flow, Level Sensors	\$15,565.00	\$217,910.00
14	PT-DSU-060FT-300 RU-35 Standard Digital Pressure Sensor with Dry Box for RU-35- 30 Ft Cable Assembly, 60 Ft Depth	\$845.00	\$11,830.00
1	CU-RU-35-CTS Communication/Data Transfer Cable For RU-35, 45" Length	\$465.00	\$465.00
1	S-3PC Telogers For Windows: License	\$495.00	\$495.00
168	68886-1001 Remote Monitoring Monthly Subscription: Cellular	\$25.00	\$4,200.00
14	RM-BMIACTIVATION Remote Monitoring: RTU Provisioning One-Time Setup Fee	\$75.00	\$1,050.00
TOTAL			\$235,950.00

QUOTED BY: Alex Bunn abunn@henardutility.com

RESOLUTION NO. 25-25

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR INTERCONNECTION OF MUNICIPAL WATER SYSTEMS WITH THE CITY OF BENTONVILLE; RECOMMENDING APPROVAL OF THE AMENDMENT BY THE CITY OF ROGERS; 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 applicable law and public policy; and

WHEREAS the City of Rogers (“the City”) and the Commission are parties to that certain Agreement for Interconnection of Municipal Water Systems with the City of Bentonville, Arkansas (“the Interconnection Agreement”); and

WHEREAS the Interconnection Agreement contains certain provisions concerning the construction of additional interconnections including provisions regarding sharing of costs and joint contracting with professional services firms and contractors; and

WHEREAS in the case of the planned Mount Hebron Interconnection, it will be advantageous to vary certain terms of the Interconnection Agreement to allow for the Commission and/or RWU to contract directly with professional service firms and other contractors and to obtain certain reimbursements from the City of Bentonville; and

WHEREAS the management of RWU has requested that the Commission authorize an Amendment to the Interconnection Agreement to facilitate construction of the Mount Hebron Interconnection; and

WHEREAS the Commission, having duly considered the matter, believes that authorizing an Amendment to the Interconnection Agreement is in the best interest of RWU, the Commission, and the City.

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

Section 1. For purposes of facilitating the construction of the Mount Hebron Interconnection, the management of the Rogers Water Utilities (“RWU”) is hereby authorized to negotiate and approve the final form and content of a satisfactory Amendment to the Agreement for Interconnection of Municipal Water Systems with the City of Bentonville (“the Interconnection Agreement”). Without limiting the generality of the foregoing, said Amendment will permit the Commission and/or RWU to contract directly with professional service firms and other contractors and to receive certain reimbursements from the City of Bentonville. The management of RWU is further authorized to present the proposed Amendment to the City of Rogers for approval.

Section 2. The Chairman of the Rogers Waterworks and Sewer Commission (“the Commission”) is hereby authorized to sign the Amendment to the Interconnection Agreement on behalf of the Commission, upon passage of an appropriate, duly passed City ordinance or resolution, or both, as contemplated herein below. The Chairman is authorized to approve the final form and content of the Amendment, his approval to be evidenced by his signature thereon.

Section 3. The Commission hereby recommends to the Rogers City Council that it, by duly passed ordinance or resolution, or both, as appropriate, authorize an Amendment to the Interconnection Agreement, that the Amendment be signed by the Mayor of the City of Rogers, the City Clerk of the City of Rogers, and any other necessary official of the City of Rogers, with said officials being authorized to approve the final form and content of the Amendment, their approval being evidenced by their signatures thereon.

Section 4. The management of RWU is authorized to present a proposed ordinance or resolution, or both, as contemplated herein above, and any other necessary documents, to the Rogers City Council for approval.

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

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

PASSED AND APPROVED this 21st day of July 2025.

Jerry Carmichael, Chairman

ATTEST:

Brent Dobler, Acting Secretary

Staff requests approval of Resolution 25-25, allowing staff to negotiate the final form and content of the Agreement.

**Mt Hebron Emergency Connection
AGREEMENT**

This Development Agreement ("Agreement") is entered into by and among the City of Bentonville, Arkansas, a municipal corporation with a mailing address of 1000 SW 14th street, Bentonville, Arkansas 72712 ("Bentonville") and Rogers Water Utilities of the City of Rogers, AR a municipal corporation, having a mailing address of 601 South 2nd Street, P.O. Box 338, Rogers, Arkansas 72757, "RWU,".

WHEREAS, an emergency interconnection is needed between Rogers Water Utilities (RWU) and Bentonville Water Utilities (BWU) which is beneficial to all of the parties, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Property Development.** Bentonville and RWU agree to pay all expenses related to the construction of the metered emergency connection, according to the following cost sharing schedule:

BWU shall pay one half of all costs and expenses related to the emergency connection and metering vault including design and construction not to exceed \$200,000. BWU's and RWU's responsibilities are outlined in exhibit "A". Facility Costs Summary -1

RWU shall facilitate the design and construction of the emergency connection as shown in "Exhibit B – In-Ground Meter Vault Details. Facility costs are anticipated to include expenses for engineering design and construction. Upon payment of these expenses, RWU will transmit a reimbursement request via electronic mail to Bentonville. Bentonville shall provide RWU with reimbursement payments with a total amount not to exceed \$200,000.00 following properly supported evidence of payment by RWU.

RWU and Bentonville shall be considered as equal stakeholders during the design and construction process, and will keep each other mutually informed on a

Staff requests approval of Resolution 25-25, allowing staff to negotiate the final form and content of the Agreement.

regular basis of any potential change in the scope, status, schedule, or of the project.

Bentonville shall promptly inform RWU of any potential change requests that may affect Bentonville's ability to provide reimbursement payments under this Agreement.

Provisions of this agreement may be modified only by amendment executed by both parties.

3. **Counterparts.** This Agreement, including all attached exhibits, may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute only one agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Facsimile and email signatures shall be deemed valid on all documents related to this Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

4. **Other Acts.** Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this Agreement.

5. **Agreement Construction.** This Agreement and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Agreement and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Agreement. All headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof and should not be considered in interpreting this Agreement. In this Agreement the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, wherever it appears appropriate from the context.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, and the United States District Court for the Western District of Arkansas, Fayetteville Division, or state courts located in Benton County, Arkansas, shall be the exclusive forum for any disputes arising in connection with this Agreement. The parties mutually acknowledge and agree

Staff requests approval of Resolution 25-25, allowing staff to negotiate the final form and content of the Agreement.

they shall not raise in connection herewith and hereby waive, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction or the like in any action or suit brought in accordance with the terms of this section. **The parties acknowledge they have read and understand this clause and willingly agree to its terms.**

7. **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

8. **Time is of the Essence.** The parties specifically agree time is of the essence with regard to all provisions of this Agreement. RWU agrees to begin the design of the agreed upon improvements within 60 days of the execution of this agreement, weather and material availability permitting. Bentonville agrees to provide reimbursement payments complete its obligations within 30 days of request for reimbursement.

9. **Binding Effect.** This Agreement and the rights and obligations granted hereby shall be binding upon and inure to the benefit of the parties and their respective transferees, successors and assigns, as such succession in permitted in this Agreement.

10. **No Partnership.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

11. **Survival of Provisions.** The expiration, termination or consummation of this Agreement shall not affect the provisions, and the rights and obligations set forth therein, which by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination thereof.

12. **Authority of Signors.** The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement,

Staff requests approval of Resolution 25-25, allowing staff to negotiate the final form and content of the Agreement.

and the persons executing this agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

[Remainder of Page Intentionally Left Blank]

Staff requests approval of Resolution 25-25, allowing staff to negotiate the final form and content of the Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____ day of _____, 2025.

City of Bentonville:

By: _____
Stephanie Orman, Mayor

Rogers Water Utilities:

By: _____
Brent Dobler

Staff requests approval of Resolution 25-25, allowing staff to negotiate the final form and content of the Agreement.

EXHIBIT A

Staff requests approval of Resolution 25-25, allowing staff to negotiate the final form and content of the Agreement.

EXHIBIT B



Staff requests authorization to enter into an agreement with Garver Engineers to provide hourly services for the design of the Mt. Hebron metering station and interconnection with Bentonville, with a total amount not to exceed \$124,000, subject to approval of the amendment of the interconnection agreement with Bentonville. Staff further requests authorization to negotiate the final form and content of the Agreement.

**Agreement
For
Professional Services
Rogers Waterworks and Sewer
Commission
Project No. W01-2400754**



Contents

RECITALS	1
1. DEFINITIONS	1
2. SCOPE OF SERVICES	2
3. PAYMENT	2
4. AMENDMENTS	2
5. OWNER'S RESPONSIBILITIES	3
6. GENERAL REQUIREMENTS	3
7. INSURANCE	8
8. DOCUMENTS	8
9. INDEMNIFICATION / WAIVERS	8
10. DISPUTE RESOLUTION	9
11. TERMINATION	10
12. MISCELLANEOUS	10
13. EXHIBITS	11



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

RECITALS

WHEREAS, the Owner intends to implement infrastructure to connect to the existing Bentonville Water Utilities (BWU) 48-inch water transmission line at the existing “tee” near Mount Hebron Park located at 6174 Mount Hebron Road, which is outlined in the Rogers Water Western Corridor Alignment Study dated September 2023 (the “**Project**”). A Memorandum of Understanding is proposed between the two utilities to determine a share of construction costs and Standard Operating Procedure for shared use. Garver will prepare a design based upon a minimum viable product (MVP), as agreed upon by both BWU and RWU, to aid in creation for the MOU and to determine shared costs associated with design and construction.

The infrastructure generally includes a water line, water meters, and control valves to make the connection to the BWU Transmission Line. The water meter and control valve will be housed in a below grade structure. In addition to the MVP design plans, a site plan will be developed to plan for future water storage tanks. The scope of services below will identify the necessary components to complete the RWU Mount Hebron Emergency Connection

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

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

1. DEFINITIONS

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

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

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

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

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



2. SCOPE OF SERVICES

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

3. PAYMENT

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

4. AMENDMENTS

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



5. OWNER'S RESPONSIBILITIES

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

5.1.1. Those responsibilities set forth in Exhibit A.

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

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

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

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

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

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

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

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

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



6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All common law, statutory, and other reserved rights (including copyright) in the reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Instruments of Service**" or "**Deliverables**"), shall become the property of Owner upon delivery of the same to Owner and upon payment to Garver as provided for in this Agreement, provided however, that nothing herein shall preclude Garver from using constituent elements of the Instruments of Service or Deliverables on other projects.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Instruments of Service or Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. Except as stated hereinabove in Section 6.2.1, all intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.



6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with, as applicable, Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the



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

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



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

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

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



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

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Services. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

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

8. DOCUMENTS

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

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

9. INDEMNIFICATION / WAIVERS

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

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



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

9.1.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.1.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of coverage actually afforded by Garver's insurance policies as shown on Exhibit C of this Agreement. However, the parties agree that this Section 9.2.3. does not require Owner to make a claim against a third party, file suit against a third party, indemnify Garver, or perform any other act to limit Garver's liability to Owner and/or effectuate the limit of Garver's liability to Owner provided for in this Paragraph 9.2.3.

9.1.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement, including without limitation, Paragraph 9.1.3 above.

9.1.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Venue. Venue for any litigation arising out of or relating to this Agreement shall lie in the State or Federal Courts embracing Benton County, Arkansas. Prior to litigation being commenced, the parties shall attempt to resolve any dispute first by consultation and negotiation in good faith and a spirit of cooperation, and the parties may, by mutual agreement, engage the services of a mediator to conduct nonbinding mediation in order to resolve any dispute. However, either party may file any action or proceeding without first attempting negotiation if necessary in order to avoid application of any statute of limitation, statute of repose, or other provision of law that would foreclose the action or proceeding if not timely filed.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.



11. TERMINATION

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

12. MISCELLANEOUS

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



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

13. EXHIBITS

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

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance

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

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

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

[Signatures follow]



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

Rogers Waterworks and Sewer Commission

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: _____

Title: Water Team Leader

Date: _____

Date: _____

Attest: _____
Brent Dobler

Attest: _____
Chris Randall, PE



EXHIBIT A (SCOPE OF SERVICES)

GENERAL

Generally, the scope of services includes professional services necessary to establish an interconnect between the BWU 48-inch water transmission line at the existing “tee” near Mount Hebron Park located at 6174 Mount Hebron Road and the RWU distribution system, which is outlined in the Rogers Water Western Corridor Alignment Study dated September 2023.

A Memorandum of Understanding is proposed between the two utilities to determine a share of construction costs and Standard Operating Procedure for shared use. Garver will prepare a design based upon a minimum viable product (MVP), as agreed upon by both BWU and RWU, to aid in creation for the MOU and to determine shared costs associated with design and construction.

The infrastructure generally includes a water line, water meter, control valve, and enclosure (above or below ground) for the meter and valve. Additionally, the site and water infrastructure will be designed to accommodate future tanks on the property. Garver will provide design, permitting, bidding and construction phase services by Amendment for the improvements.

1. TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

- 1.1. Garver will prepare for and conduct a project kickoff meeting with the Owner for design. The kickoff meeting will include the following:
 - 1.1.1. Discuss project objectives, internal and external team member roles and responsibilities, communication protocols, document management protocols, and schedule.
- 1.2. Garver will develop a Project Management Plan (PMP) and Quality Assurance/Quality Control (QA/QC) Plan.
- 1.3. Garver will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

2. TASK 2 – SURVEYS

2.1. Design Surveys

Garver will provide field survey data for designing the Project, and this survey will be tied to the Arkansas State Plane North Zone. Extents of the survey include the roughly 10-acres of Rogers owned property just north of Mount Hebron Park and the southern portion of the two parcels directly north (Parcel 05-10116-000 and Parcel 05-10115-000). Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. Garver will coordinate and pay for utility locates (ARKUPS). The Scope of Services assumes that the Owner will not charge Garver for locating the Owner’s water and sewer utilities. Garver will establish up to three (3) control points for use during construction.



2.2. Property Surveys

Garver will locate existing monumentation representing right of ways and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver. The scope of services assumes up to four (4) parcels. During property surveys, Garver will perform aerial photography and coordinate FAA authorization. The aerial photography limits will be approximately 20 acres.

3. TASK 3 – GEOTECHNICAL SERVICES

Garver will coordinate with the Owner's geotechnical consultant, the Owner will pay for geotechnical services outside this agreement. Garver will stake up to five (5) geotechnical borings. The scope of services assumes the geotechnical consultant will provide a report and recommendations, including laboratory testing, subsurface conditions, groundwater, corrosivity potential (using the AWWA 10-point system), karst considerations for any sensitive features, boring logs with standard penetration values, moisture content, Atterberg limits, and gradation.

4. TASK 4 – CONCEPTUAL DESIGN

Garver will perform the following tasks for Conceptual Design:

- 4.1. Complete high-level hydraulic analysis to determine flow capacity between RWU and Bentonville Water Utilities (BWU) under various pressure conditions. Findings will be documented in a technical memorandum.
- 4.2. Complete conceptual design drawings for the improvements.
- 4.3. Garver will coordinate with Bentonville Water Utilities (BWU) to make connection to 48-inch transmission line.
- 4.4. The conceptual drawings will represent approximately 30 percent of the final construction drawings, exclude details and specifications, and will include the following:
 - a) Cover Sheet
 - b) Multi-disciplined legend and abbreviation sheets
 - c) Proposed Site Plan
 - d) Water Plan and Profile Sheets
 - e) Electrical Site Plan
 - f) Structural Plans for the meter and valve enclosure
- 4.5. Prepare an opinion of probable construction cost (OPCC). The costs will include a contingency range from -30% to +50% for construction completion.
- 4.6. Submit the conceptual drawings and OPCC to the Owner for review. Garver will conduct a workshop with the Owner to review and discuss the Conceptual Design and incorporate Owner comments into the Final Design.
- 4.7. Garver will provide one hard copy and electronic PDF copies of deliverables to the Owner.



5. TASK 5 – FINAL DESIGN

Garver will perform the following tasks for Final Design:

- 5.1. Upon receipt of Conceptual Design comments from the Owner, Garver will conduct final designs to prepare construction plans and specifications, including final construction details and quantities, special provisions, and an OPCC with a contingency range from -10 percent to +15 percent.
- 5.2. Garver will utilize standard Engineers Joint Contract Documents Committee (EJCDC) front end documents, and the Owner's legal counsel will provide legal review, including but not limited to terms and conditions and insurance requirements. The scope of services assumes that Buy American Act requirements will not be required.
- 5.3. Submit the final drawings and OPCC to the Owner for review. Garver will conduct a workshop with the Owner to review and discuss the Final Design and incorporate Owner comments.
- 5.4. Garver will provide one hard copy and electronic PDF copies of deliverables to the Owner.
- 5.5. Upon approval of the Final Design, Garver will proceed with permitting with the Arkansas Department of Health (ADH) and pay the plan review fee.
- 5.6. The scope of services assumes no permitting with the Arkansas Department of Energy and Environment (DEQ) or a storm water pollution prevention will be required. The contract documents will have provisions for erosion and sediment control.

6. TASK 6 – PROPERTY ACQUISITION DOCUMENTS

Garver will provide mapping as required for preparing Easement acquisition documents. Documentation will include an individual tract map and survey description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document for use by Garver. The Owner's standard easement document will reference the exhibits prepared by Garver. The fee for providing property acquisition documentation is based on 3 properties.

7. TASK 7 – BIDDING SERVICES

During the bidding phase of the project, Garver will:

- 7.1. Prepare and submit advertisement for bids to the Owner for publication by the Owner. The Owner will pay advertising costs outside of this agreement.
- 7.2. Provide electronic PDF construction contract documents to the Owner. Garver will provide construction contract documents to prospective bidders using Garver's on-line plan room.
- 7.3. Support the contract documents by preparing addenda as appropriate. Garver will issue addenda to prospective bidders.
- 7.4. Prepare and participate in a pre-bid meeting.
- 7.5. Attend the bid opening.
- 7.6. Evaluate bids and provide a recommendation of award.



- 7.7. Prepare construction contracts for execution by the Owner and contractor. The construction contracts will include addenda.

8. TASK 8 – RWU Future Site Layout

Garver will perform the following tasks for RWU to aid in their Future Site Layout:

- 8.1. Complete conceptual design drawings for the future water tower site based on direction from RWU.
- 8.2. This includes modeling and site plan for up to 2 alternatives for site layout.
- 8.3. The conceptual drawings will represent approximately 30 percent of the final construction drawings, exclude details and specifications, and will include the following:
 - g) Cover Sheet
 - h) Multi-disciplined legend and abbreviation sheets
 - i) Proposed Site Plan
- 8.4. Prepare an opinion of probable construction cost (OPCC). The costs will include a contingency range from -30% to +50% for construction completion.
- 8.5. Submit the conceptual drawings and OPCC to the Owner for review. Garver will conduct a workshop with the Owner to review and discuss the Conceptual Design.
- 8.6. Garver will provide one hard copy and electronic PDF copies of deliverables to the Owner.

9. TASK 9 – MOU Supporting Documentation

Garver will perform the following tasks for RWU and BWU to aid in the creation of a MOU between the two utilities:

- 9.1. Garver will prepare site layout and BIM style exhibits that will inform the intent of the minimum viable product (MVP) layout.
- 9.2. Prepare an opinion of probable construction cost (OPCC). The costs will include a 20% contingency for construction completion.
- 9.3. Garver will include 2hrs of meeting time to be split between RWU and BWU for the coordination of reviews and comments while working toward the final design.
- 9.4. Garver will provide electronic PDF copies of deliverables to the Owner.

10. EXTRA WORK

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

- a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.



- b) Submittals or deliverables in addition to those listed herein.
- c) Pavement Design beyond that furnished in the Geotechnical Report.
- d) Design of any utilities other than water.
- e) Retaining walls or other significant structural design beyond that required for valve and meter facility.
- f) Street lighting or other electrical designs beyond that required for valve and meter facility.
- g) Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- h) Construction Administration or Observation Services, except those authorized by a future amendment.
- i) Construction materials testing.
- j) Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- k) Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- l) Services after construction, such as warranty follow-up, operations support, etc.
- m) Security system for valve and meter facility.

11. SCHEDULE

<u>Phase Description</u>	<u>Calendar Days</u>
Kickoff Meeting	7 days from notice to proceed and receipt of record drawings from the Owner
Property Survey	45 days from Abstractor Record Research
Design Survey	45 days from Property Survey
Wetland and Habitat Assessment	Submit to USACE and USFWS within 30 days of Kickoff Meeting
Cultural Resource Survey	Within 60 days of SHPO Response
Geotechnical Report	60 days from Kickoff Meeting
MOU Design Documentation	60 days from completion of Design Survey, Geotechnical Report and Cultural Resource Survey
Conceptual Design	60 days from completion of MOU Design Documentation
Property Acquisition Documents	45 days from Owner's comments on Conceptual Design



Final Design

90 days from Owner's comments on
Conceptual Design



**EXHIBIT B
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Project Management and Administration	\$20,500.00	RATE SCHEDULE
Task 2 - Surveys	\$12,000.00	RATE SCHEDULE
Task 3 – Geotechnical Services	\$5,500.00	RATE SCHEDULE
Task 4 – Conceptual Design	\$20,000.00	RATE SCHEDULE
Task 5 – Final Design	\$29,500.00	RATE SCHEDULE
Task 6 – Property Acquisition Documents	\$5,500.00	RATE SCHEDULE
Task 7 – Bidding Services	\$8,500.00	RATE SCHEDULE
Task 8 – RWU Future Site Layout	\$15,000.00	RATE SCHEDULE
Task 9 – MOU Documentation	\$7,500.00	RATE SCHEDULE
TOTAL FEE	\$ 124,000.00	

The Owner will pay Garver for Services rendered at the agreed upon hourly rates for each classification of Garver’s personnel (which may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$138,000. The actual total fee may exceed this estimate, however, any amount in an excess of the estimate must first be approved by Owner by an affirmative vote of its members (Commissioners). The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2025, but shall not exceed the Consumer Price Index, and in no event shall exceed three percent (3%) of the previous year’s rates.

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

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



Exhibit B
Rogers Water Utilities
Mt Hebron Emergency Water Connection
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 140.00	RS-1	\$ 112.00
E-2	\$ 162.00	RS-2	\$ 148.00
E-3	\$ 186.00	RS-3	\$ 209.00
E-4	\$ 218.00	RS-4	\$ 287.00
E-5	\$ 265.00	RS-5	\$ 359.00
E-6	\$ 326.00	RS-6	\$ 441.00
		RS-7	\$ 493.00
Planners		Environmental Specialists	
P-1	\$ 168.00	ES-1	\$ 112.00
P-2	\$ 211.00	ES-2	\$ 141.00
P-3	\$ 262.00	ES-3	\$ 180.00
P-4	\$ 293.00	ES-4	\$ 212.00
P-5	\$ 330.00	ES-5	\$ 266.00
		ES-6	\$ 341.00
		ES-7	\$ 427.00
		ES-8	\$ 483.00
Designers		Project Controls	
D-1	\$ 127.00	PC-1	\$ 114.00
D-2	\$ 145.00	PC-2	\$ 151.00
D-3	\$ 173.00	PC-3	\$ 192.00
D-4	\$ 206.00	PC-4	\$ 246.00
D-5	\$ 254.00	PC-5	\$ 300.00
		PC-6	\$ 388.00
		PC-7	\$ 487.00
Technicians		Management / Administration	
T-1	\$ 102.00	AM-1	\$ 81.00
T-2	\$ 123.00	AM-2	\$ 103.00
T-3	\$ 150.00	AM-3	\$ 144.00
T-4	\$ 193.00	AM-4	\$ 184.00
		AM-5	\$ 225.00
		AM-6	\$ 292.00
		AM-7	\$ 374.00
		M-1	\$ 546.00
Surveyors			
S-1	\$ 62.00		
S-2	\$ 83.00		
S-3	\$ 112.00		
S-4	\$ 159.00		
S-5	\$ 201.00		
S-6	\$ 234.00		
S-7	\$ 278.00		
S-8	\$ 350.00		
2-Man Crew (Survey)	\$ 242.00		
3-Man Crew (Survey)	\$ 302.00		
2-Man Crew (GPS Survey)	\$ 298.00		
3-Man Crew (GPS Survey)	\$ 370.00		
Construction Observation			
C-1	\$ 121.00		
C-2	\$ 151.00		
C-3	\$ 184.00		
C-4	\$ 237.00		
C-5	\$ 286.00		



**EXHIBIT C
(INSURANCE)**

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

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

RESOLUTION NO. 25-26

A RESOLUTION AUTHORIZING AN ENCROACHMENT AGREEMENT WITH PINNACLE SPRINGS, LLC.; 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 applicable law and public policy; and

WHEREAS Pinnacle Springs, LLC (“Pinnacle Springs”) is requesting permission to construct certain structures and decorative elements (“encroachments”) within an RWU utility easement at the Pinnacle Springs Development in Rogers, Arkansas; and

WHEREAS pursuant to Commission Resolution No. 22-28, RWU is willing to permit the encroachments on the terms and conditions of an encroachment agreement to be entered into between RWU and Pinnacle Springs.

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 authorizes, but does not direct, the Rogers Water Utilities (“RWU”) to enter into an encroachment agreement with Pinnacle Springs, LLC and any other necessary party, and subject to receipt of any needed approval by the City of Rogers, including, without limitation, the Rogers City Council and/or any applicable Department, Board or Commission of the City of Rogers.

Section 2. The management of the Rogers Water Utilities is authorized to negotiate and approve the final title, form, and content of the encroachment agreement, said approval to be evidenced by the signature of the Superintendent of RWU thereon, or that of his designated representative.

Section 3. The management of RWU is authorized, but not directed, to seek any needed approval of the encroachment agreement from the City of Rogers, including, without limitation, the Rogers City Council and/or any applicable Department, Board or Commission of the City of Rogers.

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

Section 5. Repeal of Conflicting Resolutions- All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission in direct conflict herewith are hereby repealed to the extent of such conflict. However, the effect of this Resolution is limited to the above-referenced matter, and at the above-referenced location, and this Resolution in no way repeals any ordinance, resolution, requirement, rule, regulation, specification, or any other provision of law, and the Commission reserves all of its rights with regard to enforcement of any ordinance, resolution, requirement, rule, regulation, specification, or any other provision of law, and any and all of its other rights, none of which are waived, and all of which are reserved.

PASSED AND APPROVED this 21st day of July 2025.

Jerry Carmichael, Chairman

ATTEST:

Brent Dobler, Acting Secretary

Staff recommends approval of Resolution 25-26, and requests authorization for staff to negotiate the final form and content of the Agreement.

ENCROACHMENT AGREEMENT BETWEEN PINNACLE SPRINGS, LLC AND ROGERS WATER UTILITIES

This Encroachment Agreement (“this Agreement”) is entered into by and between Pinnacle Springs, LLC., a business corporation organized under the laws of the State of Arkansas, with its principal place of business located at 300 South Spring St. #900, Little Rock, AR (“Pinnacle Springs”) and ROGERS WATER UTILITIES, the municipal water and sewer utility of the City of Rogers, Arkansas (“RWU”), operating under the Supervision of the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas (“the Commission”), with an address of 601 S. 2nd Street, Rogers, AR 72756. Pinnacle Springs and RWU are collectively referred to herein as the Parties to this Agreement.

This Agreement is entered into by and between the Parties to provide Pinnacle Springs with certain temporary rights to build certain structures and decorative elements within the utility easement of a water main and meter vault located on property owned by Pinnacle Springs at 1803 S. 46th St., while keeping RWU’s water main line operational, accessible, and maintainable.

RECITALS

WHEREAS Pinnacle Springs is the owner of certain real property recorded with the Office of the Circuit Clerk and Ex-officio Recorder of Benton County, Arkansas, on September 29th, 2023 as “Proposed Lot 17” on a proposed lot split by Jorgensen & Associates recorded as Instrument No. L202350636.

WHEREAS the premises owned by Pinnacle Springs include those premises described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS Pinnacle Springs is requesting an exception to RWU’s policy of restricting the placement of structures and decorative elements within a utility easement; and

WHEREAS Pinnacle Springs is seeking to place structural and decorative elements related to the construction of a proposed outdoor patio area (including a decorative planters, cast stone elements, pavers, patterned concrete) and a removable modular cover that will restrict access to the meter vault within the utility easement. The encroachments, the water main, and the utility easement are shown on the Site Plan attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS RWU may permit the encroachments on a temporary basis provided that the requirements of Rogers Waterworks and Sewer Commission Resolution No. 22-28 are met.

NOW THEREFORE in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. The above recitals are substantive and incorporated herein by reference.
2. RWU hereby permits Pinnacle Springs to build and maintain the above-referenced encroachments within the Utility Easement of the water main line as shown on Exhibit “B” attached hereto, subject to Pinnacle Springs’s compliance with the terms and conditions of this Agreement and subject to Pinnacle Springs obtaining any approvals required from: (1) the City of Rogers (and/or any other applicable Department, Board or Commission of the City of Rogers), (2) any other affected utility, and (3) any other person or entity whose approval is required. Pinnacle Springs is responsible for obtaining any necessary variance or other approval required, and for complying with any applicable provision of the Code of Ordinances of the City of Rogers, and/or other applicable law.
3. RWU shall maintain full rights to, access to, and use of the water main shown on Exhibit “B”, including the removal of encroachments, if necessary, within the Utility Easement. RWU retains all of its rights to take whatever action is necessary to promptly access the water main line located therein which may include, without limitation, removing (and/or causing the removal of) any of the encroachments and any of Pinnacle Springs’s other structures, appurtenances and/or ancillary services located in the Utility Easement in accordance with the Notification Protocol discussed in Section 10 of this Agreement below. Pinnacle Springs shall cooperate with RWU in the removal of the encroachments and shall help facilitate RWU’s access to the water main and/or meter vault. RWU shall not be responsible for any damage or costs associated with the removal or reconstruction of any encroachments or of Pinnacle Springs’s other structures, appurtenances and/or ancillary services located within the Utility Easement. Pinnacle Springs will be responsible for repair or replacement of said encroachments and other structures, appurtenances and/or ancillary services at its sole cost and expense. Pinnacle Springs, on behalf of itself, its affiliates, parent company, and its successors and assigns, waives and releases any and all claims, existing now and/or arising in the future, against RWU, the Commission, and/or the City of Rogers, Arkansas concerning any action taken by RWU (and/or its successors and assigns), and/or by any other party on RWU’s behalf, to access the water main, meter vault, or any other utility lines in the event of repair or maintenance of said lines.
4. Cost of Repair. Pinnacle Springs hereby takes responsibility for all costs related to any repair and/ or replacement of the water main and related appurtenances within the meter vault and between the meter vault and back of curb at the adjacent street.
5. Regular Inspections and Maintenance. Pinnacle Springs shall retain the services of competent maintenance personnel who will be available to temporarily remove any encroachments to provide access to the meter vault for a scheduled inspection, granted RWU provides at least 24 hours notice.

6. Emergency Repairs. Pinnacle Springs shall keep on-hand at the site, accessible and available for use by RWU, any special tools required to access the meter vault. RWU may provide notice to the property maintenance personnel, but will not be required do so.
7. Additional Provisions. At its sole cost, Pinnacle Springs shall provide and maintain an electric sump pump designed to de-water any incidental stormwater that enters the meter vault. The pump discharge shall be routed to a suitable landscape drain or storm drain, and shall not be allowed to discharge into the sanitary sewer system. RWU may be granted access at any time to verify proper operation of the pump and drainage system in accordance with Paragraph 5 above.
8. Indemnification. Pinnacle Springs shall defend, indemnify and hold harmless RWU, the Commission, and/or the City from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatever nature, resulting from, arising out of, or related to this Agreement and/or the encroachments permitted by this Agreement, including, without limitation, any claims made by third parties and costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines resulting from such claims asserted by third parties. Pinnacle Springs will promptly reimburse RWU, the Commission and the City within thirty (30) days of providing documentation supporting any costs incurred by RWU, the Commission, or the City for the costs of their respective defense, including, without limitation, attorneys' fees and court costs incurred in defense of any claims asserted by third parties.
9. No Obligation of Indemnity by RWU; Tort Immunity Not Waived. The parties hereto agree that RWU has no obligation of indemnity of any type (whether contractual, equitable, or otherwise denominated) to Pinnacle Springs 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 RWU, the Commission, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.
10. No Joint Venture. This Agreement is made at arm's length between independent 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 agreements between the parties.
11. Pinnacle Springs shall remove any and all encroachments located within the Utility Easement prior to vacating the property.
12. Pinnacle Springs's responsibility for the costs of repair and/or replacement of the water line and related appurtenances as outlined in Section 4 above terminates upon Pinnacle Springs's removal of the encroachments and any other structures and appurtenances within the Utility Easement.
13. Notification Protocol. Pinnacle Springs and RWU shall establish a Notification Protocol concerning the subject matter of this Agreement which shall be signed by the parties hereto, and which may be amended from time to time by mutual agreement of the parties, their agreement being evidenced by their signatures thereon. In the event there is any conflict between this Agreement and the Notification Protocol, this Agreement shall control. The

Notification Protocol contains information relating to transmission, security, emergency response and recovery of a municipally owned utility system and shall be kept confidential by the parties hereto as permitted and/or required by law.

14.

15. This Agreement in no way repeals any ordinance, resolution, requirement, rule, regulation, specification, or any other provision of law, and RWU on behalf of itself and the Commission reserves all of its rights with regard to enforcement of any applicable ordinance, resolution, requirement, rule, regulation, specification, or any other provision of law, and any and all of its other rights, none of which are waived, and all of which are reserved.

16. Term. This Agreement begins when it is signed by both parties hereto and shall be effective on the date the second party signs the Agreement (“effective date”). Unless terminated sooner, this Agreement shall be effective for as long as the encroachments and any other structures or appurtenances belonging to Pinnacle Springs remain in the Utility Easement.

17. Termination. This Agreement may be terminated at any time in the event RWU determines, in its sole judgment and discretion, that it cannot maintain the water line with the encroachments or other structures and appurtenances belonging to Pinnacle Springs in the Utility Easement and/or the encroachments or other structures and appurtenances belonging to Pinnacle Springs threaten the integrity or operability of the water system. In the event of termination of this Agreement, Pinnacle Springs will remove the encroachments and any other structures and appurtenances belonging to it from the Utility Easement.

18. Recordation. This Agreement shall be recorded in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

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

[signature pages follow]

PINNACLE SPRINGS, LLC.

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

On this ____ day of _____, 2025, before me, a Notary Public duly commissioned, qualified and acting, within and for said County and State, appeared in person, _____, to me personally known, or satisfactorily proven, who being by me duly sworn did state that he is the _____ of **Pinnacle Springs, LLC** an Arkansas Business Corporation, that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and in behalf of said Corporation, that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and he further stated and acknowledged and that he had signed, executed and delivered said forgoing instrument for the uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office this ____ day of _____, 2025.

[SEAL]

Notary Public: _____

My Commission Expires: _____

ROGERS WATER UTILITIES

BY: _____

NAME: Brent Dobler

TITLE: Superintendent

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

On this ____ day of _____, 2025, before me, a Notary Public duly commissioned, qualified and acting, within and for said County and State, appeared in person, **Brent Dobler**, to me personally known, or satisfactorily proven, who being by me duly sworn did state that he is the **Superintendent of the Rogers Water Utilities**, the municipal water and sewer utility of the City of Rogers, Arkansas that he was duly authorized in that capacity to execute the foregoing instrument for and in the name and in behalf of said Rogers Water Utilities, that said instrument was signed on behalf of said Rogers Water Utilities by authority granted by the **Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas**, and he further stated and acknowledged that he had signed, executed and delivered said forgoing instrument for the uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office this ____ day of _____, 2025.

[SEAL]

Notary Public: _____

My Commission Expires: _____

Notary Public

My commission expires _____.

EXHIBIT "A"

Legal Description

EXHIBIT "B"

SITE PLAN

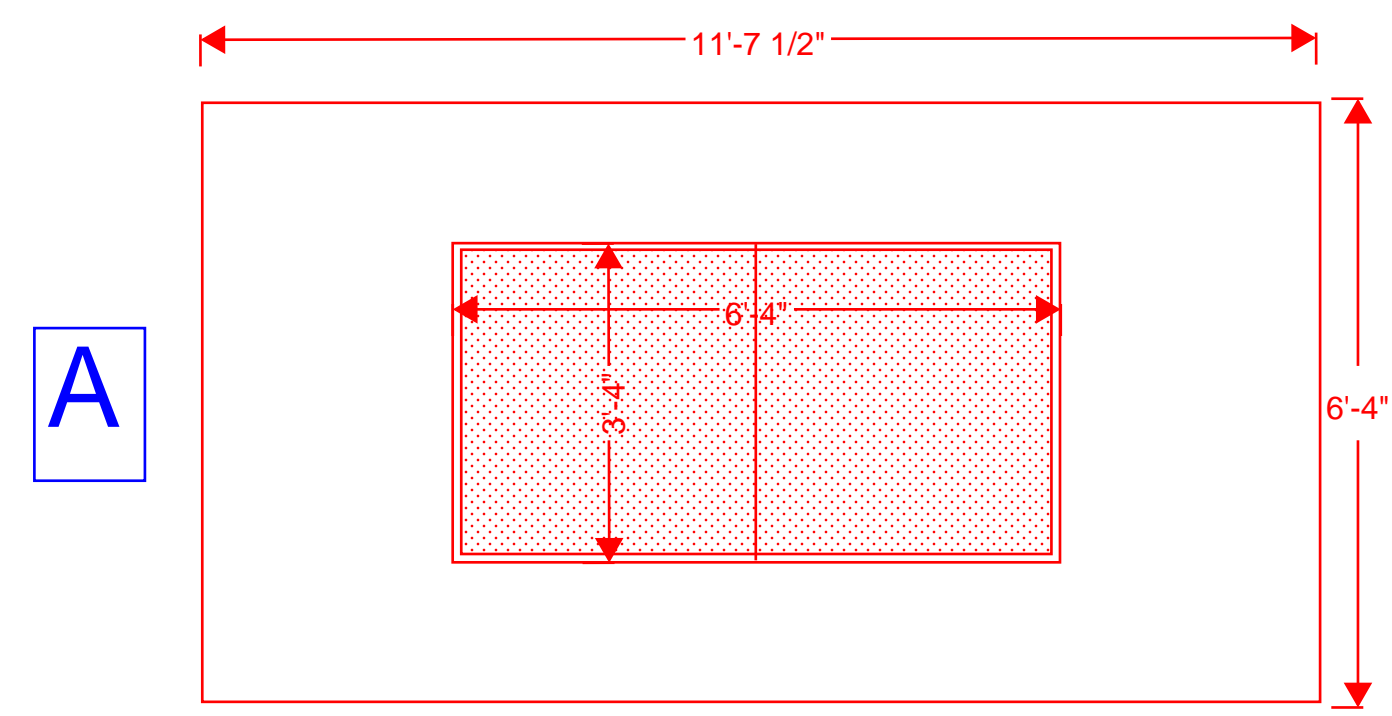
Lot A Description

A PART OF LOTS 12A, 13A AND 15, OF PINNACLE SPRINGS, ROGERS, ARKANSAS, AS SHOWN IN PLAT BOOK 2014, PAGE 171, AND A PART OF LOT 14, OF PINNACLE SPRINGS, ROGERS, ARKANSAS, AS SHOWN IN PLAT BOOK 2013, PAGE 371, ALL BEING ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, PINNACLE SPRINGS, AS SHOWN IN PLAT BOOK 2014, PAGE 171, AND RUNNING THENCE N89°59'37"E 56.88 FEET; THENCE S54°49'39"E 40.39 FEET; THENCE S75°05'33"E 134.78 FEET; THENCE N35°10'21"E 18.91 FEET; THENCE S55°06'19"E 33.09 FEET; THENCE N34°54'04"E 139.56 FEET; THENCE S55°05'56"E 169.50 FEET; THENCE S34°54'04"W 4.68 FEET; THENCE S55°05'56"E 5.88 FEET; THENCE S34°54'04"W 12.14 FEET; THENCE S55°05'56"E 11.67 FEET; THENCE N34°54'04"E 16.82 FEET; THENCE S55°05'56"E 26.29 FEET; THENCE N35°15'10"E 87.99 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 113.06 FEET, AN ARC LENGTH OF 18.57 FEET, AND WHOSE LONG CHORD BEARS N42°53'55"W 18.55 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 86.04 FEET, AN ARC LENGTH OF 23.27 FEET, AND WHOSE LONG CHORD BEARS N47°16'10"W 23.20 FEET; THENCE N55°05'56"W 215.24 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 70.50 FEET, AN ARC LENGTH OF 10.23 FEET, AND WHOSE LONG CHORD BEARS N35°50'27"W 10.22 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 5.50 FEET, AN ARC LENGTH OF 8.63 FEET, AND WHOSE LONG CHORD BEARS N84°58'24"W 7.77 FEET; THENCE S50°03'08"W 13.51 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 182.50 FEET, AN ARC LENGTH OF 47.76 FEET, AND WHOSE LONG CHORD BEARS N47°36'07"W 47.62 FEET; THENCE N55°05'56"W 22.38 FEET; THENCE N34°54'04"E 47.00 FEET; THENCE S55°05'56"E 2.00 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 10.50 FEET, AN ARC LENGTH OF 16.49 FEET, AND WHOSE LONG CHORD BEARS N79°54'04"E 14.85 FEET; THENCE N34°54'04"E 6.33 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 4.50 FEET, AN ARC LENGTH OF 7.07 FEET, AND WHOSE LONG CHORD BEARS N10°05'56"W 6.36 FEET; THENCE N55°05'56"W 14.00 FEET; THENCE N34°54'04"E 99.00 FEET; THENCE S55°05'56"E 14.00 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 4.50 FEET, AN ARC LENGTH OF 7.07 FEET, AND WHOSE LONG CHORD BEARS N79°54'04"E 6.36 FEET; THENCE N34°54'04"E 10.00 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 4.50 FEET, AN ARC LENGTH OF 7.07 FEET, AND WHOSE LONG CHORD BEARS N10°05'56"W 6.36 FEET; THENCE N55°05'56"W 14.00 FEET; THENCE N34°54'04"E 179.76 FEET; THENCE N78°02'09"E 190.13 FEET TO THE WESTERN RIGHT OF WAY OF PROMENADE BOULEVARD, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 5

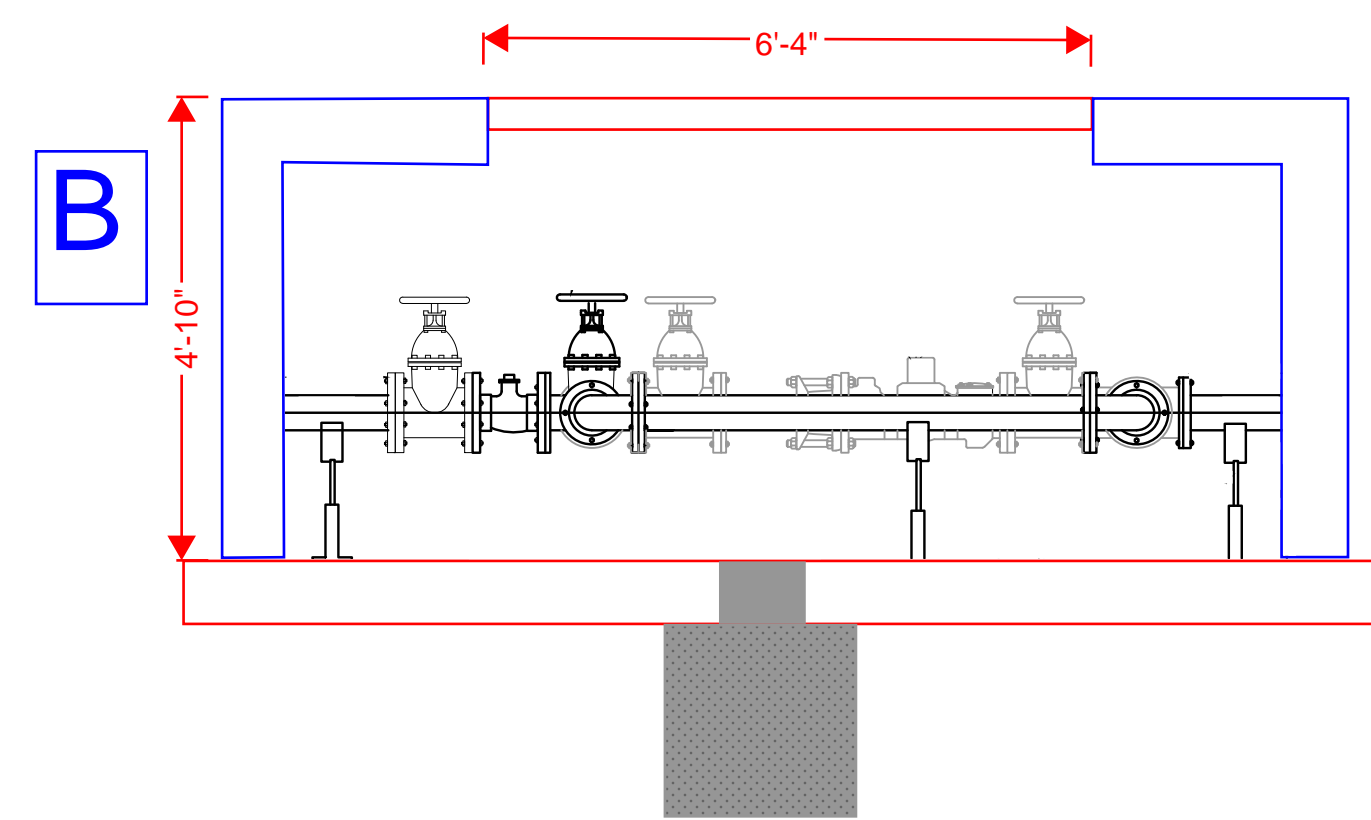
COURSES: ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 766.20 FEET, AN ARC LENGTH OF 73.79 FEET, AND WHOSE LONG CHORD BEARS S17°35'12"E 73.76 FEET; S20°20'44"E 327.22 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 650.00 FEET, AN ARC LENGTH OF 277.09 FEET, AND WHOSE LONG CHORD BEARS S08°07'59"E 274.99 FEET; S14°53'14"W 144.10 FEET; S08°28'36"W 121.13 FEET TO THE NORTHERN RIGHT OF WAY OF NEW HOPE ROAD, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 3 COURSES: S89°24'35"W 115.32 FEET; N88°13'37"W 220.47 FEET; N73°07'00"W 134.69 FEET TO THE EASTERN RIGHT OF WAY OF SOUTH 46TH STREET, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES: N02°13'49"E 52.23 FEET; ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 140.00 FEET, AN ARC LENGTH OF 140.93 FEET, AND WHOSE LONG CHORD BEARS N26°36'26"W 135.05 FEET; N55°26'42"W 42.13 FEET; ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 289.02 FEET, AN ARC LENGTH OF 174.33 FEET, AND WHOSE LONG CHORD BEARS N72°43'32"W 171.70 FEET; S89°59'37"W 97.41 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 211.01 FEET, AN ARC LENGTH OF 179.99 FEET, AND WHOSE LONG CHORD BEARS N65°34'11"W 174.58 FEET; THENCE LEAVING SAID RIGHT OF WAY N89°59'37"E 187.44 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 9.22 ACRES, MORE OR LESS.

SAID TRACT BEING SHOWN AS "PROPOSED LOT 17" ON PROPOSED LOT SPLIT BY JORGENSEN & ASSOCIATES RECORDED AS INSTRUMENT NO. L2023 501936.

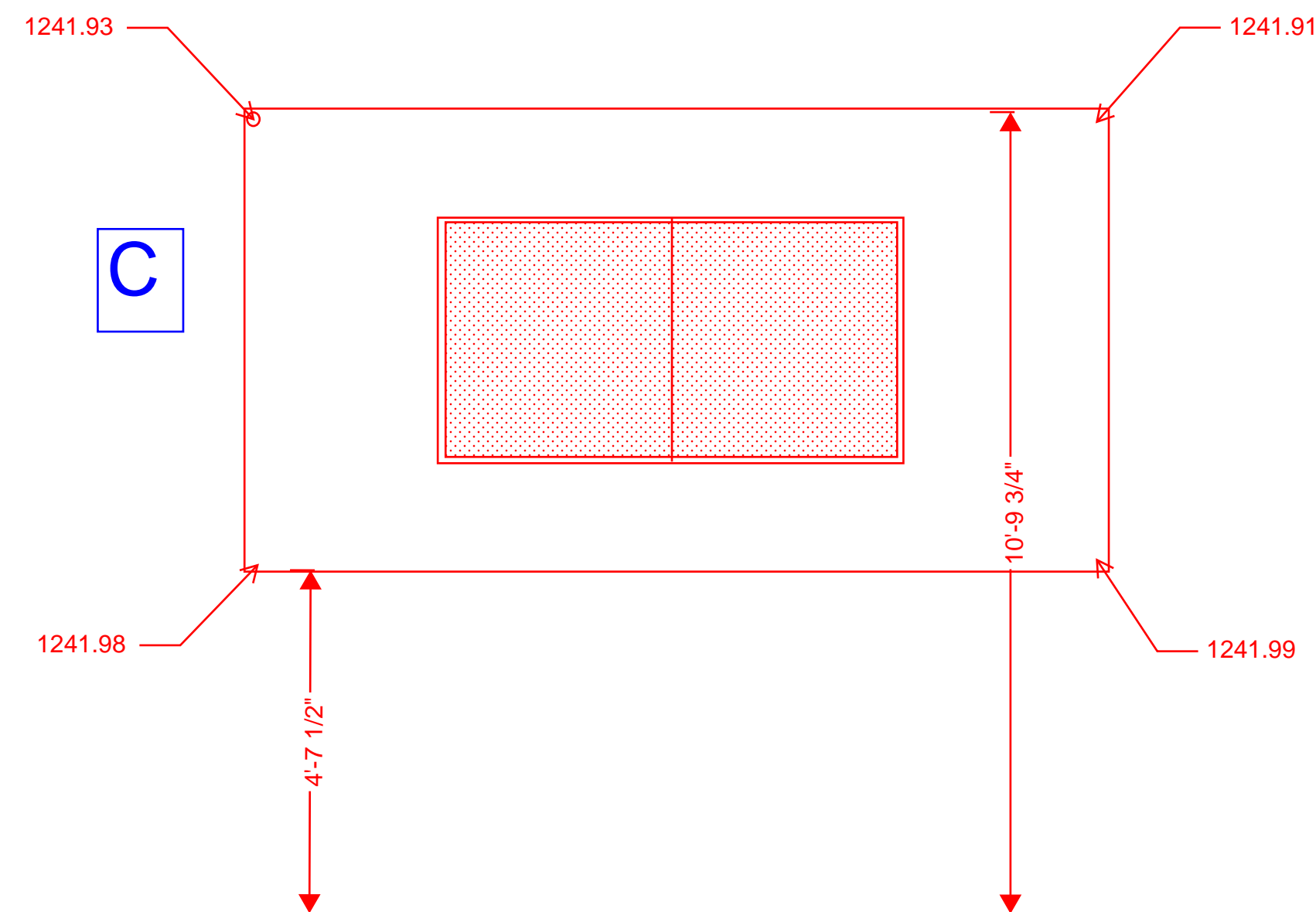
Current



A



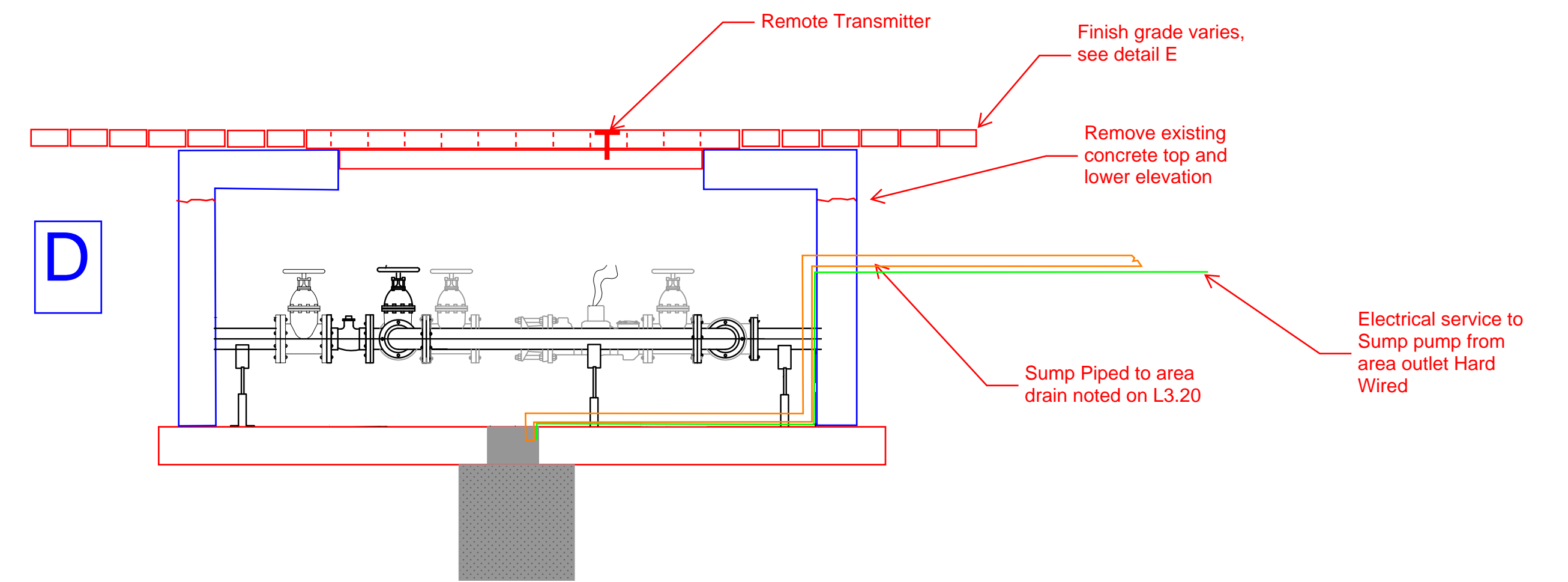
B



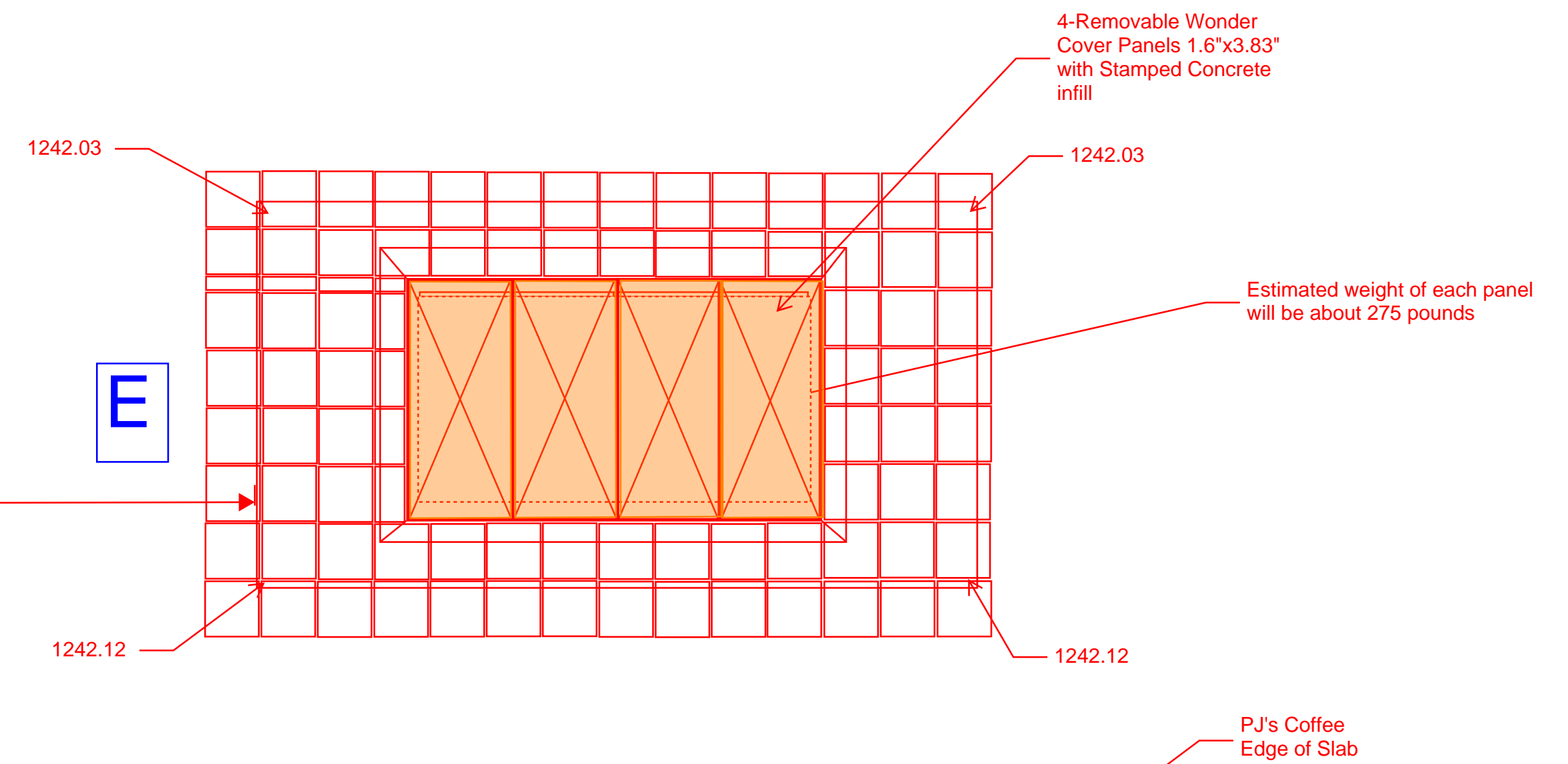
C



Proposed

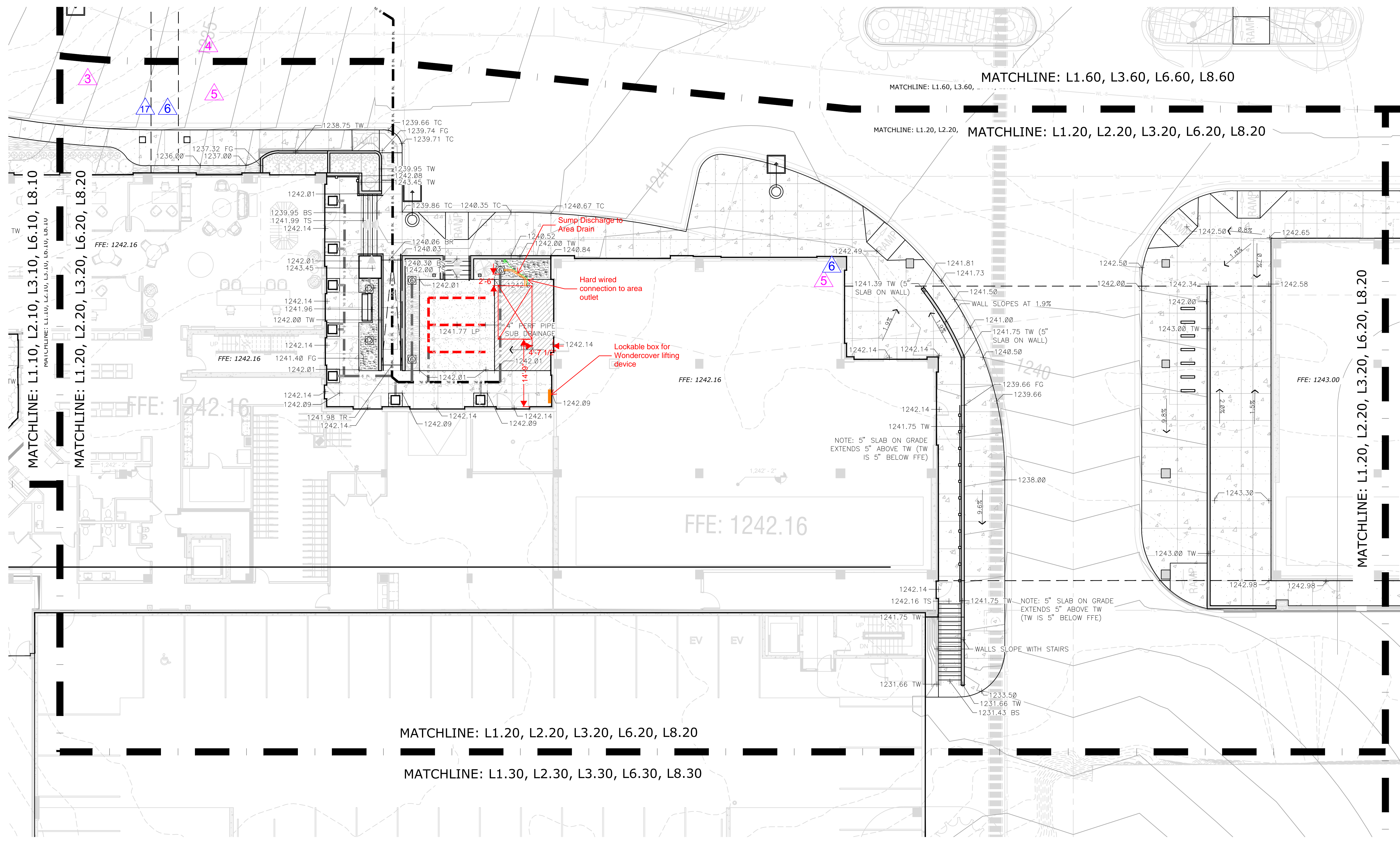


D



E

1242.16 FFE



GRADING + DRAINAGE:

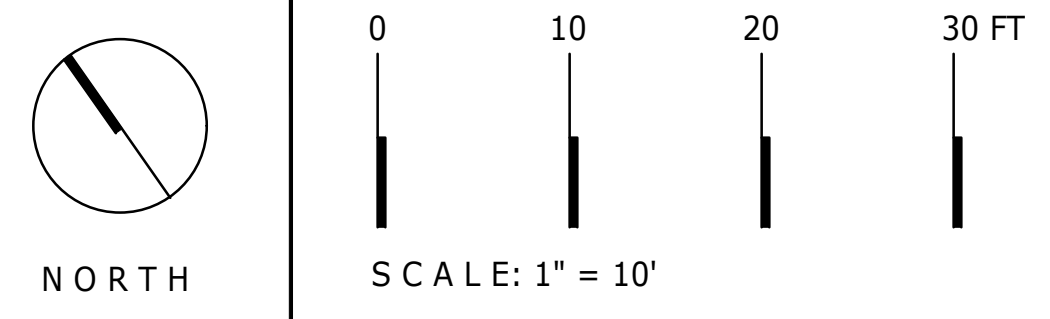
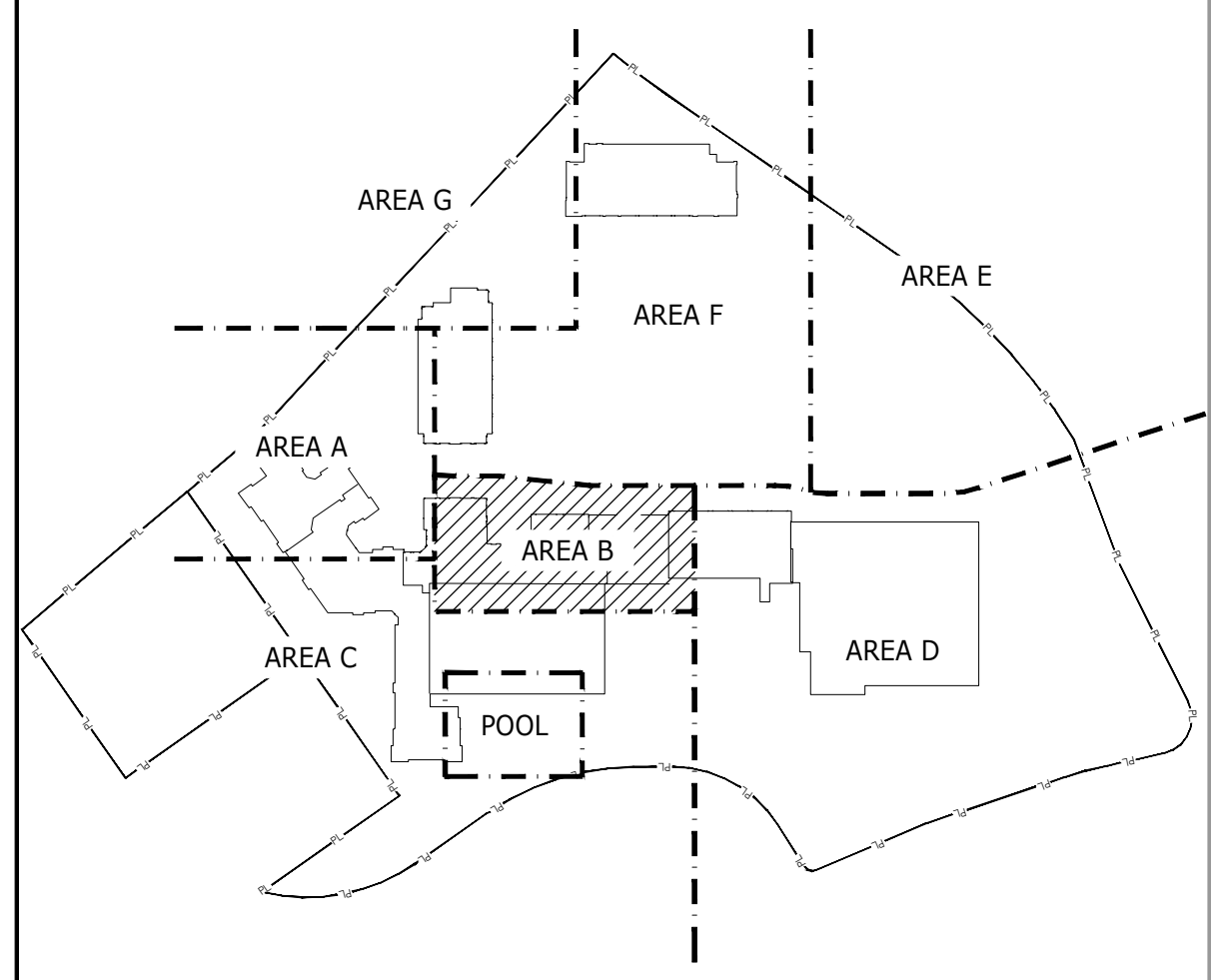
SYMBOL	MATERIAL	REFERENCE
	STAIR STEP	NA
	FFE STEP	NA
	APPROXIMATE DRAINAGE FLOW DIRECTION	NA
	DRAIN SADDLE	NA
	4" TRENCH DRAIN	10/L4.00
	4" DRAIN PIPE	NA
	6" DRAIN PIPE	NA
	8" DRAIN PIPE	NA
	4" PERFORATED PIPE	NA
	6" AREA DRAIN	7/L4.00
	12" AREA DRAIN	8/L4.00
	9" BRASS DECK DRAIN	NA
FG	FINISHED GRADE	NA
TCP	TOP OF COPING (POOL)	NA
FG	BOTTOM OF WALL*	NA
LP	LOW POINT	NA
TD	TOP OF DRAIN OR INVERT IN	NA
TW	TOP OF WALL	NA
DS	DOWNSPOUT	NA

* BOTTOM OF WALL IS NOT EQUAL TO TOP OF FOOTING (TF)

NOTES:

- SEE CIVIL FOR MAJOR SITE GRADING WORK AND PROPOSED SITE DRAINAGE. THESE PLANS ARE FOR FINE AESTHETIC GRADING AND DRAINAGE ONLY.
- TOPOGRAPHIC, BOUNDARY, AND UTILITY INFORMATION WAS TAKEN FROM AUTOCAD FILES PREPARED BY OTHERS, SEE COVER SHEET FOR SURVEYOR AND CIVIL ENGINEER'S CONTACT.
- ALL NUMERICAL ELEVATIONS ARE TO TOP OF ELEMENT OR FINISHED GRADE UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL IDENTIFY ALL CONFLICTS BETWEEN EXISTING CONDITIONS AND PROPOSED ELEMENTS AND MAKE ADJUSTMENTS AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE. THE OWNER OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE MINOR CHANGES IN THE LAYOUT OR ELEVATION AT NO ADDITIONAL COST TO THE OWNER.
- THIS PLAN REQUIRES LANDSCAPE MICRO-DRAINAGE. THE CONTRACTOR SHALL ENSURE THAT ALL PIPE IS SLOPED AT 1% OR GREATER FOR POSITIVE DRAINAGE. ALL AREA DRAINS SHALL BE ADJUSTED FOR FINAL GRADES. SEE SHEET L4.00 FOR TYPICAL DETAILS.
- ALL LANDSCAPE DRAINS SHALL HAVE ATRIUM GRATE-TYPE COVERS AND SHALL BE CONCEALED WITH DECORATIVE ROCK. SEE DETAIL 5/L4.00 FOR ROCK TYPE.
- ALL WALKS SHALL HAVE A CROSS SLOPE OF 3/16" TO 1/4" PER FOOT (1.5%-1.9%). SLOPES THAT EXCEED 1.9% DO NOT MEET THE A.D.A. AND WILL BE REJECTED.
- POOL DECKS MUST SLOPE AWAY FROM POOL AT 1% MINIMUM AND A 1.9% MAXIMUM. SEATING AREAS NOT PART OF THE ADA ROUTE MAY EXCEED 2% IN LIMITED AREAS.
- BOCCO COURTS, PERMEABLE STONE PATIO AREAS, AND/OR ARTIFICIAL TURF SHALL BE UNDER-DRAINED WITH A 4" PERFORATED FRENCH DRAIN TIED TO LANDSCAPE MICRO-DRAINAGE SYSTEM.
- CONTRACTOR SHALL CONNECT MICRO-DRAINAGE SYSTEM TO EXISTING STORM SEWER. IF NO DETAIL IS PROVIDED BY THE CIVIL FOR JUNCTION CONNECTIONS, CONTRACTOR SHALL UTILIZE THE RECOMMENDATION INCLUDED ON SHEET L4.00 OR PROVIDE SHOP DRAWING FOR APPROVAL OF THIS CONNECTION.

SITE KEY:



DYNAMIK DESIGN

5801 PEACHTREE DUNWOODY RD.
 BUILDING SUITE 250
 ATLANTA, GA 30328
 TELEPHONE: 678-506-8830
 DYNAMIKDESIGN.COM

CONSULTANT:

b+c STUDIO

1320 Edwards Industrial Blvd, Suite A100
 Atlanta, Georgia 30318
 Tel: 478.929.7911 | www.bccstudio.com

SEAL:

JOEL BOWMAN
 LICENSED LANDSCAPE ARCHITECT
 ARKANSAS

PROJECT NUMBER: S/JC

W. NEW HOPE RD.
 ROGERS, AR 72758

SIC VENTURES
 1115 HOWELL MILL RD. STE. 330
 ATLANTA, GA 30318

PINNACLE SPRINGS

CLIENT:

△	DRAWING RELEASE	DATE
	DESIGN DEVELOPMENT	11.04.2022
	GMP PERMIT SET	02.10.2023
1	IPC REVISIONS	04.28.2023
	IPC SET	04.28.2023
3	ASI 02	12.15.2023
4	ASI 03	02.29.2024
6	ASI 05	05.31.2024
17	ASI 17	02.21.2025

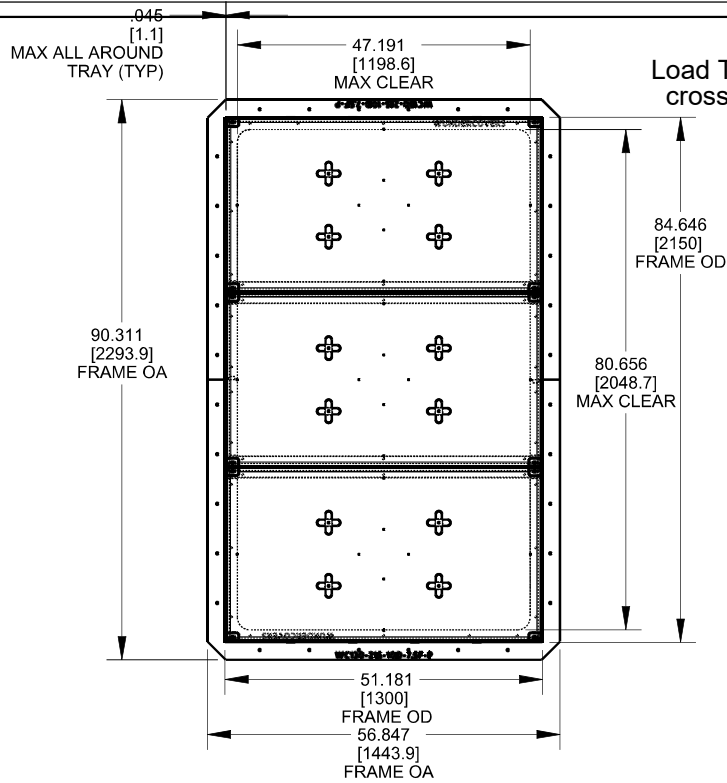
ISSUED FOR CONSTRUCTION

TITLE:

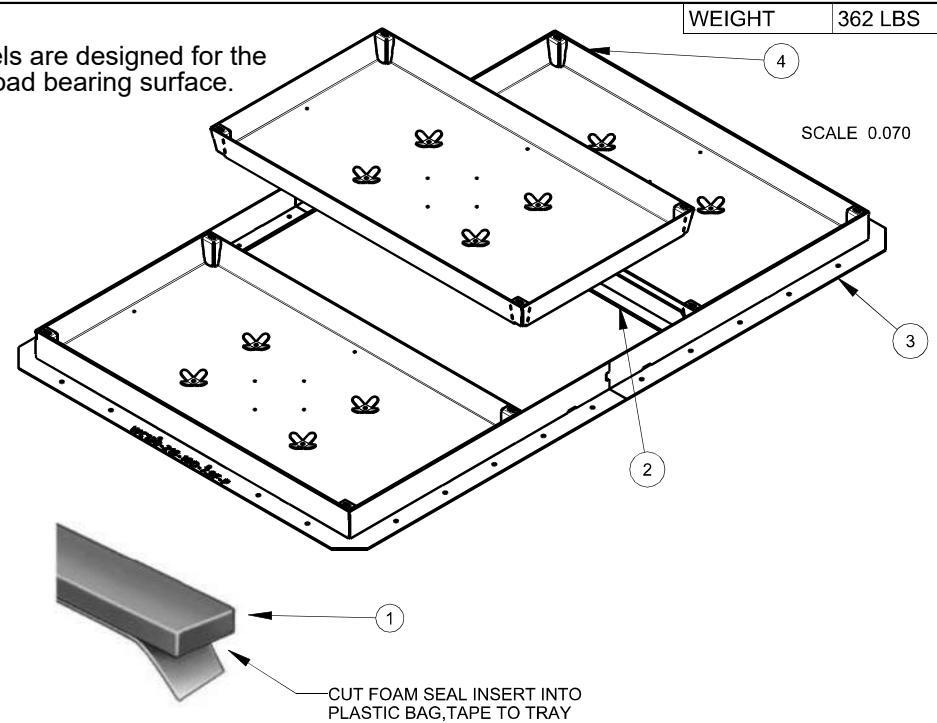
'AREA B' GRADING AND DRAINAGE PLAN

SHEET NUMBER:

L3.20



Load Transfer Beam (LTB) models are designed for the cross beam to be resting on a load bearing surface.



Installation Notes:
 For sand fill, Pedestrian load only, use landscape fabric in bottom of tray over weep holes.
 To prevent brick spalling, H20 Vehicle loading, use a concrete base under the pavers and concrete polymeric sand inbetween the pavers.
 If concrete fill: Pour tray when in the frame, with wire mesh.
 Protect lifting points.
 Add foam strip to inside of frame, 1" below top, after installation, concrete has cured.
 Mounting with 3/8" x 3" bolts in 0.4375" holes.

PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
4	3	HSA57-2664	TRAY WLDMNT
3	2	HSA57-2663	FRAME, WELDMNT
2	2	HSA57-2662	BEAM, LTB
1	40 FT	8694K135	3" WIDE EPDM, ADH BACK

NOTES:

1. VIEWS NOT NOTED WITH UNIQUE SCALE ARE SHEET SCALE. SEE DRAWING TITLE BLOCK FOR SCALE.

2. UNDIMENSIONED GEOMETRY CONTROLLED BY CAD FILE OF SAME NUMBER

DIMENSIONS IN INCHES U.N.O.
 ALL DIMENSIONS OD U.N.O.

TOLERANCE OF DIMENSIONS

DECIMAL

X.XXXX ± 0.010
 X.XXX ± 0.030
 X.XX ± 0.060

FRACTIONAL ± 1/8

ANGULAR ± 1°

HSA54-0609

130 x 215cm WunderCover

DRAWN:

A.CALDWELL

DATE:

2025-06-18

CUST PART ID:

WC130-215-10D-7.5F-P

MATERIAL:

STEEL, 50KSI

FINISH:

HOT DIP GALVANIZE

WunderCovers®
 All Rights Reserved

SHEET SCALE:
 0.050

SHEET SIZE:
 B

SHEET:

2 / 4

DATE	REV	INIT	DESCRIPTION
REVISION HISTORY			

Highway Safety Group - WunderCover: WunderLift Kit



500 lbs (227 kg) capacity

Highway Safety Group - WunderCover: WunderLift Kit



Custom WunderCover or Generic J-hooks



Stores in 12x14x37" area

Weight: 55 lbs

800 Main St, Suite 205

Holden, MA 01520

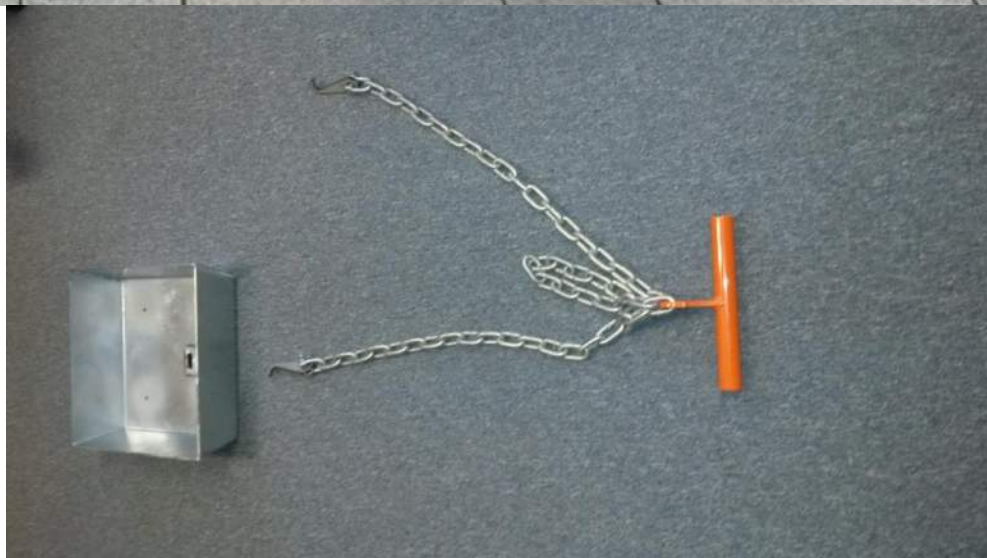
508.829.2112

Highway Safety Group - WunderCover: WunderLift Kit



Easy to Lift: One
person up to 0.5m²,
Two people up to 1 m²

[Click Here for Video](#)



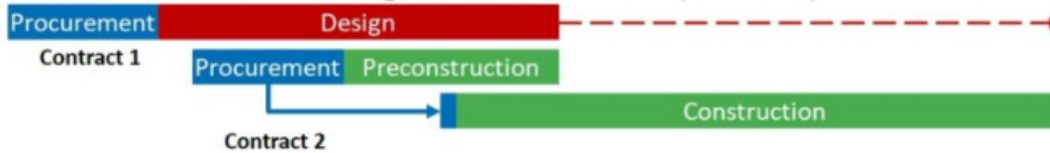
Value Added Opportunities Created by CMAR and PDB



Design-Bid-Build (DBB)



Construction Management at Risk (CMAR)



Opportunity

- ✓ Accelerate Schedule
- ✓ ~~Risk Transfer~~
- ✓ Collaboration
- ✓ Construction Input
- ✓ Insight into Cost

Progressive Design Build (PDB)



Opportunity

- ✓ Accelerate Schedule
- ✓ Risk Transfer
- ✓ Collaboration
- ✓ Construction Input
- ✓ Insight into Cost

Figure – Both CMAR and PDB offer value added opportunities over traditional DBB, but PDB provides opportunity to transfer additional risk

With increased collaboration, CMAR helps to mitigate risks but essentially offers a risk profile similar to a DBB project. In implementing a CMAR project, the owner contracts for engineering and construction under two separate agreements:

1. A contract is executed for engineering and services during construction.
2. A contract is executed for preconstruction services and construction.
 1. The contractor provides input into design, evaluates work sequencing and constructability, develops and maintains a project cost model and schedule, and submits a price to construct the project (Phase 1).
 2. The owner has the option to accept the price and move forward with the contractor to construct the project (Phase 2) or can “off-ramp” the contractor.

Staff recommends the Construction Management at Risk (CMAR) delivery method for the upcoming Rogers Pollution Control Facility expansion project.

Staff requests authorization to issue a Request for Qualifications (RFQ) to begin the selection process.

RESOLUTION NO. 25-27

A RESOLUTION APPROVING THE PURCHASE OF CERTAIN TRUCK BODIES; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; 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 applicable law and public policy; and

WHEREAS there is a need to purchase two truck service bodies and one platform body (“the truck bodies”) that are compatible with three recently purchased 2024 Ram 5500 Tradesman cab and chassis (“the vehicles”) to be used by the Field Operations Section; and

WHEREAS Dealers Truck Equipment Co., LLC (“Dealers”) of Little Rock, AR provides truck bodies to the Landers Chrysler, Dodge, Jeep, Ram Dealership in Little Rock, Arkansas (“Landers”), the dealership from which the vehicles were recently purchased; and

WHEREAS Dealers has in its inventory and can readily provide the compatible truck bodies; and

WHEREAS soliciting bids for the truck bodies would be unlikely to result in cost savings to RWU and would entail unnecessary delay and needless administrative expense; and

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

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

Section 1. The Rogers Waterworks and Sewer Commission (“the Commission”) hereby authorizes the Rogers Water Utilities (“RWU”) to purchase the truck bodies from Dealers and authorizes the expenditure of up to and including One Hundred Twenty Seven Thousand, Two Hundred Twelve Dollars and fifty seven cents (\$127,212.57) plus shipping, any applicable taxes, and ancillary charges, if any, for the purchase of the truck bodies. The Superintendent of RWU, or his designated representative, is authorized to execute any purchase orders and other contract

documents necessary to complete the purchase, consistent with the authority given under this Resolution, the final form of any purchase order or other contract document to be approved by the Superintendent of RWU, his approval being evidenced by his signature thereon, or by the signature of his designated representative.

Section 2. For the reasons stated in the recitals above, the Commission hereby determines that an exceptional situation exists such that seeking the truck bodies through competitive bidding is not feasible or practical and hereby waives the requirements of competitive bidding for the purchase of the truck bodies.

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

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

PASSED AND APPROVED this 21st day of July 2025.

Jerry Carmichael, Chairman

ATTEST:

Brent Dobler, Acting Secretary

Dealers Truck Equipment Co., LLC
Little Rock, AR

July 9th, 2025

Contact: Rogers Water

Phone:

Email:

We are pleased to provide the following quote:

- **Knapheide 6132D54-2 crane reinforced service body:**
- 133.25" long body with 54" floor, 2 vertical and 1 horizontal door per side, 14 gauge body, compartments are 40" high and 20" deep, standard shelving package, slam tailgate, rotary style paddle latches, LED surface mounted S/T/T and marker lights, mud flaps, interior and exterior painted single stage white
- Workbench bumper with 20" work surface, lockable storage, (2) built-in steps and (2) vise plates; spray on bed liner
- Manual outrigger assembly integrated into rear bumper with 21K hitch
- Headache rack
- PTO, tandem pump, oil, hoses and fittings, 36 gallon hydraulic tank mounted in front of bulkhead protected plumbed to hydraulic hose reel
- Twin hydraulic hose reel mounted on street side rear

- **Autocrane EHC-3PRX-FM electric/hydraulic crane:** power rotation, power elevation, power extension 7' to 11' and manual extension 11' to 15', FM wireless remote control; (3,200# max lifting capacity @ 3')
- Boom rest
- Spring work to crane side

Total: \$54,003

Price without options:

Options:

- | | |
|-----------------------------------|--------|
| 1. 2 grab handles at rear | \$ 150 |
| 2. Spray on bed liner in bed area | \$ 725 |

- | | |
|---|----------|
| 3. Spray on bed liner front rock guard area | \$ 200 |
| 4. Broom holder at front rock guard area | \$ 185 |
| 5. Tool basket installed on streetside compartment | \$ 1,200 |
| 6. Stryker Go Light Mounted on Headache Rack | \$ 560 |
| 7. (6) maxima Amber/ white strobe lights (2) mounted in grill area,
(2) mounted on rear of head rack and (2) mounted at rear wired to an | \$ 750 |

TOTAL PRICE WITH OPTIONS \$57,773.00

Chassis: RAM 5500 84" CA
Vin:3C7WRNBL1RG294220

Signature: _____

Date: _____

Dealers Truck Equipment Co., LLC
Little Rock, AR

July 9th, 2025

Contact: Rogers Water-Crane Truck **Without Hydraulic Tank**

Phone

Email:

We are pleased to provide the following quote:

- **Knapheide 6132D54-2 crane reinforced service body:**
- 133.25" long body with 54" floor, 2 vertical and 1 horizontal door per side, 14 gauge body, compartments are 40" high and 20" deep, standard shelving package, slam tailgate, rotary style paddle latches, LED surface mounted S/T/T and marker lights, mud flaps, interior and exterior painted single stage white
- Workbench bumper with 20" work surface, lockable storage, (2) built-in steps and (2) vise plates; spray on bed liner
- Manual outrigger assembly integrated into rear bumper with 21K rated hitch
- Headache rack

- **Autocrane EHC-3PRX-FM electric/hydraulic crane:** power rotation, power elevation, power extension 7' to 11' and manual extension 11' to 15', FM wireless remote control; (3,200# max lifting capacity @ 3')
- Boom rest
- Spring work to crane side

Total: \$42,489
Price without options:

Options:

- | | |
|---|--------|
| 1. 2 grab handles at rear | \$ 150 |
| 2. Spray on bed liner in bed area | \$ 725 |
| 3. Spray on bed liner front rock guard area | \$ 200 |
| 4. Broom holder at front rock guard area X2 | \$ 185 |

- | | |
|---|----------|
| 5. Tool basket installed on streetside compartment | \$ 1,200 |
| 6. Stryker Go Light Mounted on Headache Rack | \$ 560 |
| 7. (6) maxima Amber/ white strobe lights (2) mounted in grill area,
(2) mounted on rear of head rack and (2) mounted at rear wired to an | \$ 750 |

Price with listed options

\$ 46,259.00

Chassis: RAM 550 84" CA
Vin:3C7WRNBL7RG294223

Signature: _____

Date: _____



Truck Equipment Co., LLC.
 6601 I-30 Little Rock, AR 72209
 501-568-9000
www.dealerstruck.com

EQUIPMENT QUOTATION

From: BJ HARRIS-Joe Bridges

Date: 7/15/2025

Attn: Rogers Water-Adam Peterson

12' CM PLATFORM BODY	
12" CM PLATFORM BODY	PRICE ✓
<ul style="list-style-type: none"> • 12' LONG CM PLATFORM BODY <ul style="list-style-type: none"> - Welded bulkhead with plasma cut "easy view" window grill - 1/8" Treadplate floor - External stake pockets with rub rails on 3 sides - LED marker lights - Install chassis supplied OEM factory taillight - Mud flaps with anti-sail brackets - Powder coated black and installed - 20K Pintle hitch plate with ICC bumper Stryker GO LIGHT Side Camera to be installed and placed after build Billed Later (6)Maxima Amber/ White Strobe lights (2) mounted in grill area, (2) mounted on rear of head rack and (2) mounted at rear wired in. • Install customer supplied Wachs Maintenance System skid assembly on platform • Skid fully assembled self-contained and fueled by tank on skid. Install 42x18x18 under-mount box curbside, front under platform. • Install (2) 42x18x18 and (1) 24x18x18 on top streetside platform • Install 42x18x18 undermounted box streetside front under platform • Will leave 30' gap front Drivers Side for Customer to have storage for concrete valve sleeves. Customer will provide customization for this. 	<p>\$21,175.00X</p>
<p>Options: (Only options marked with X are included in total price)</p> <ul style="list-style-type: none"> • Install Factory Camera 	<p>\$165.00_X</p>

Dealers

Model: Ram 5500

VIN: 3C7WRNBL5RG294219

Comments:

Sub-total:

Tax (8.625)

Total:

\$21,340.00

\$1,840.57

\$23,180.57

Signature: _____ Date: _____

****We must have signed quote before order to be processed!*



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
 (847) 537-8800 | Fax (847) 520-1147
 turnvalves.com

Quotation

Page 1 of 2

TO: **Adam Peterson**
 Maintenance Supervisor
 Rogers Water Utilities
 601 S First
 Rogers, AR 72756

Date: 7/15/2025
 Quotation Number: GL239148
 Payment Terms: Net 30
 Shipping Terms: FCA Origin
 Valid Through: 9/13/2025
 Estimated Ship Date: See Below

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-54 Standard LX (Diesel) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger. *** TC-100 removed from package/price per customer request***	1	EA	90,800.00		90,800.00
2	79-430-20 Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	2,495.00	100.0%	0.00

Subtotal 90,800.00
Motor Freight 3,500.00
Total (USD) \$94,300.00

~IMPORTANT~

Pricing does NOT include SALES TAX!!! SALES TAX will be added on when then the PO is ready. We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order when purchasing. Certain items may not have SHIPPING included until the item is ready to be purchaed.

To place an order:
 Leanne Sanchez
 Inside Sales Rep
 847-484-2611
 leanne.sanchez@ehwachs.com

For questions, technical support, or for rental availibility:
 George Lovecchio
 Regional Account Manager
 615-691-0751
 george.lovecchio@ehwachs.com



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

Page 2 of 2

TO: **Adam Peterson**

Date: 7/15/2025
Quotation Number: GL239148

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

See additional tariff related Terms and Conditions at ehwachs.com.