



**ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA
MAY 18, 2026
4:00 PM**

AGENDA

CALL TO ORDER:

PUBLIC FORUM:

ACTION ON MINUTES:

1. Minutes from April 20, 2026 Water and Sewer Commission Meeting

REPORTS:

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

OLD BUSINESS:

NEW BUSINESS:

1. Architectural Services Proposal for Field Operations Facility - T. Tripodi
2. Engineering Proposal for Industrial Area Water Service Expansion (East) - T. Tripodi
3. Veteran's Park/Beacon Circle Sewer Easement Acquisition - T. Tripodi
4. Bid Results/Road Bore 8th & Hudson - C. Bailey
5. Selection of Construction Manager at Risk for RPCF - B. Sartain
6. Resolution 26-13 Designating Authorized Signatories - J. Sigmon
7. FY 2027 Budget Proposal - J. Sigmon
8. Resolution 26-14 Organizational Representative for Eminent Domain Proceedings for the Western Corridor Transmission Line Project - R. Frazier

ADJOURN:

Rogers Waterworks and Sewer Commission
April 20, 2026
Minutes

The Rogers Waterworks and Sewer Commission held its monthly meeting at 4:00 PM, April 20, 2026, at the Rogers Water Utilities Administration Building located at 601 S 2nd Street.

Present were Commissioners Paige Sulzemeier, Derek Morgan, Kathy McClure, Jene' Huffman-Gilreath and Chairman Jerry Carmichael. Rogers Water Utilities staff present were Aaron Short, Jered Sigmon, Brian Sartain, Jennifer Hoffman, Todd Beaver, Jerry Roegner, Debbie Putman, Johnny Lunsford and Brent Dobler. Robert Frazier with the Frazier Law Firm was in attendance. Nate Ernest and Grant Goings were in attendance from Garney Construction.

Chairman Carmichael called the meeting to order at 4:00 PM. He then opened the Public Forum. With no participants, he then closed the Public Forum.

Chairman Carmichael then called for action on the minutes from the March 16, 2026, Water and Sewer Commission meeting. Commissioner Huffman-Gilreath made a motion to approve the minutes from March 16, 2026. Commissioner McClure 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 March 2026 was up 1.6% from March of 2025 at \$1,388,878. Fiscal year total net income in the Water department was \$5,636,376 at 57% of Budget. Water consumption was up 7.9% at 215,985,969 gallons. Residential/Commercial/Industrial consumption was up 5.8% year over year. The percentage of Fiscal Year Passed is 75%. Water revenues are 67% of budget and expenses are 73% of budget. Capital spend is 41% at \$4,396,283.

The Sewer department billed revenue for the month of March 2026 is up 12.6% from March 2025 at \$1,854,452. Fiscal year total net income in the Sewer department was \$7,991,058 at 86% of Budget. Sewer consumption was up 8.4% from March of 2025 at 195,133,900 gallons. Residential/Commercial/Industrial consumption was up 18.8% year over year. The percentage of Fiscal Year Passed is 75%. Sewer revenues are at 78% of budget and expenses are at 73% of budget. Capital spend is 40% at \$19,252,186.

Unrestricted cash reserves for March 2026 in Water are \$28,562,418 and in Sewer are \$28,436,126. Restricted funds in Water are \$2,931,586 and in Sewer are \$1,407,238. Total restricted and unrestricted cash reserves are \$61,337,367. Impact and access fees collected in March 2026 totaled \$172,700. YTD actuals are 42% of FY25 total and 27% of the FY26 budget. The twelve-month rolling average for unaccounted for water stands at 9.2%.

Chairman Carmichael then recognized Brian Sartain to present the Engineering Reports. Brian began by discussing how RWU is streamlining the New Meter Service application process with a goal of being able to set a new meter within 5-7 business days from the date of an application. He then gave an update on the RPCF solids handling facility which now shows the two dryers in place. The project is on schedule. He then went over the list of large contracts that are upcoming, including the selection of the CMAR for the RPCF Capacity Improvements. He

ended his presentation by going over the current project status information and development plan trends.

Chairman Carmichael then recognized Todd Beaver to present the Rogers Pollution Control Facility reports. Todd stated that the Phosphorus is looking good, but the plant struggled with weak filters this month due to experiencing higher industrial loading as can be seen on the surcharge billing. Overall, the plant was operating well within all imposed limits. Construction coordination has been high between the fiber and dryer projects. He then spoke about some of the maintenance items we have experienced this year, specifically the grinder pumps in front of the centrifuge units and how he made decisions between re-building and replacement. The plant was able to hire a former employee that returned to the area after moving out of state that results in an employee that is immediately productive. The plant treated 377.7 MG in March including approximately 98.7 MG of I&I. The average daily flow for the month was 12.2 MGD. These flows included 5.21" of rain over 8 events. The historical average rainfall for March is 3.5".

Chairman Carmichael then recognized Brian Sartain to present the bid results for the Sewer Improvements - Chateau Drive to 24th Street project. After presenting a map of the proposed construction area and the issue this project will address, he presented the bid summary. RWU received three bids. Although staff has not had experience working with the low bidder, their qualifications appear to be in order, and the City of Bentonville provided an overall positive assessment of recent work performed on a significant waterline relocation project. Commissioner Sultemeier and Carmichael requested that RWU remain in constant contact with the residents that are affected. Staff recommends the award of the bid for Sewer Improvements – Chateau Dr. to 24th St. to On Point Excavation, LLC in the amount of \$953,613.08. Commissioner Jene' Huffman-Gilreath made a motion, seconded by Commissioner Sultemeier. All in favor, motion carried.

Chairman Carmichael then recognized Jered Sigmon to present the renewal of Property Insurance for RWU. This insurance is provided by Cincinnati Insurance, and the agent is The ANKR group, formerly Rogers Insurance. After minor updates (reductions) from last year's property list, the quote was slightly lower than last year's. This is the third year of a three-year rate lock. RWU staff recommends approval of property insurance renewal with The ANKR Group for \$94,248 with a \$10,000 deductible and with optional earthquake coverage costing \$7,588 for a combined premium of \$101,836. Commissioner Jene' Huffman-Gilreath made a motion, seconded by Commissioner McClure. All in favor, motion carried.

Chairman Carmichael then recognized Johnny Lunsford to present RESOLUTION 26-12 A RESOLUTION AUTHORIZING THE PURCHASE OF ITRON TEMETRA ADVANCED METERING INFRASTRUCTURE (AMI) SOFTWARE, SERVICES AND RELATED EQUIPMENT; WAIVING COMPETITIVE BIDDING; AUTHORIZING RELATED AGREEMENTS; AND FOR OTHER PURPOSES. Mr. Lunsford explained that RWU currently utilizes Itron Field Collection Services (FCS) software. This software is being phased out by Itron and is being replaced with new software known as Temetra. United Systems is the sole source distributor for Itron Water Products in the State of Arkansas. This new software is a cloud-based service and will allow RWU customers to access a portal to see their historical daily usages and many other items such as high usage alerts. The cost of the initial software transition is \$47,985 and the annual subscription charge is \$22,968.75. Commissioner Huffman-Gilreath made a motion to approve RESOLUTION 26-12 A RESOLUTION AUTHORIZING THE PURCHASE OF ITRON TEMETRA ADVANCED METERING INFRASTRUCTURE (AMI) SOFTWARE, SERVICES AND RELATED EQUIPMENT; WAIVING COMPETITIVE BIDDING; AUTHORIZING RELATED

AGREEMENTS; AND FOR OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 26-12 passed.

Chairman Carmichael then stated that his two-year term as Chair of the Water and Sewer Commission officially ends at the end of this meeting. The Commission needs to decide on a new Chair to serve for the next two years. Commissioner McClure nominated Commissioner Huffman-Gilreath to be the Chair of the Rogers Water and Sewer Commission for the next two years. Seconded by Commissioner Sultemeier. All in favor, motion carries. Commissioner Jene' Huffman-Gilreath is the new Water and Sewer Commission Chairman and will begin her service at the regular May meeting.

Chairman Carmichael then thanked Commissioner Huffman-Gilreath for her willingness to serve as well as all the other Commissioners for their willingness as well. He then asked for a motion to adjourn, Commissioner Huffman-Gilreath made a motion, seconded by Commissioner McClure. The meeting was adjourned at 4:50 pm.

Respectfully submitted,

Brent Dobler, Acting Secretary
File: rwwsmin042026

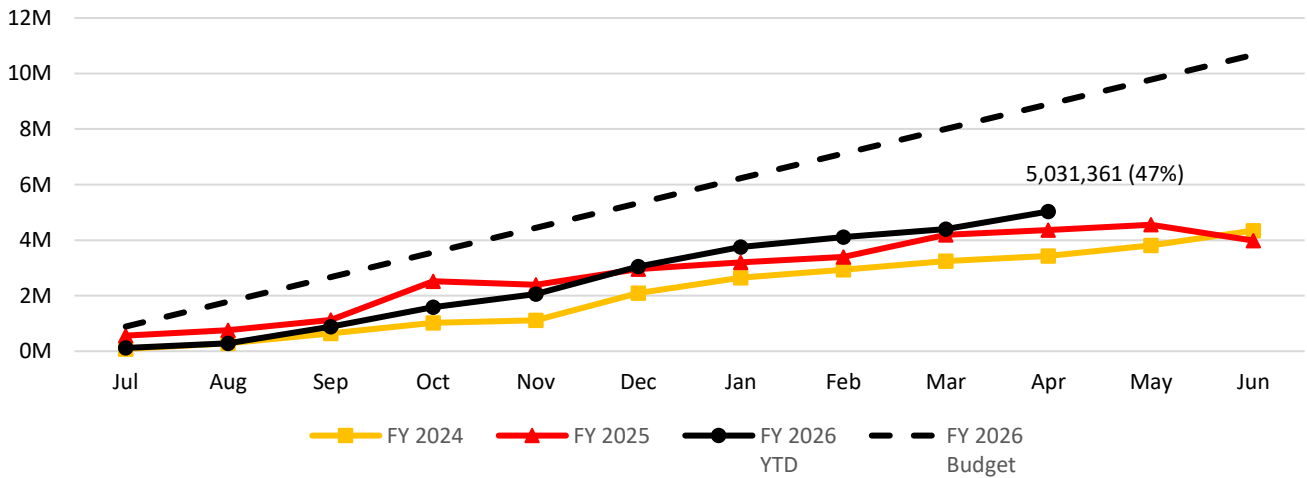
May 18, 2026

To: The Rogers Water and Sewer Commission
 From: Jered Sigmon, Controller
 Re: April 2026 Financial Information

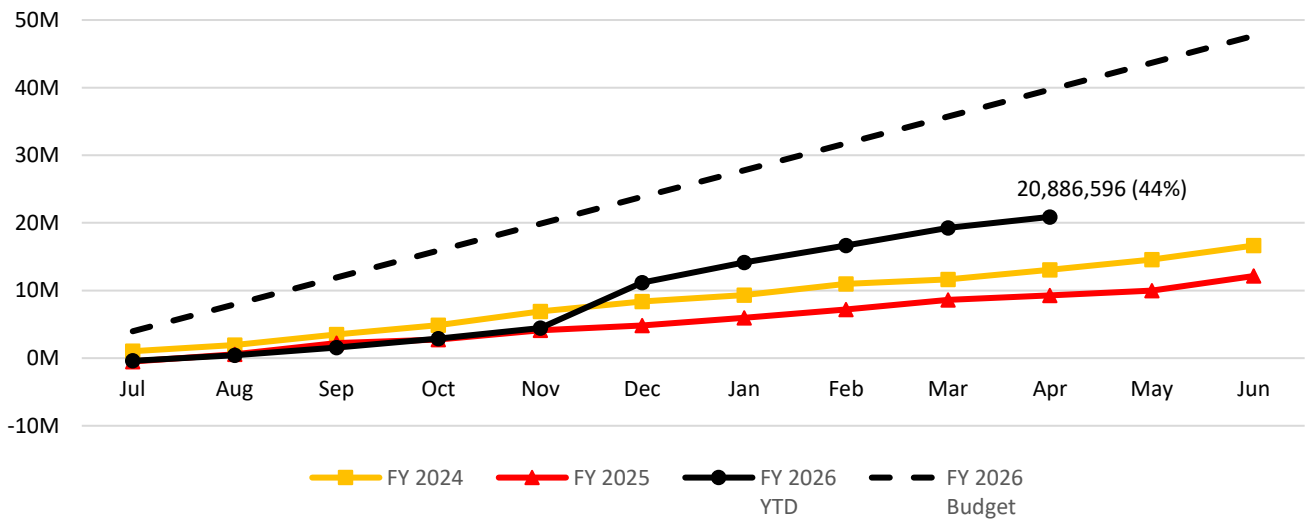
Actuals vs Budget

	% FY Passed	Revenues	Expenses	Capital	Capital Outlay
Water	83%	75%	83%	47%	\$5,031,361
Sewer	83%	87%	81%	44%	\$20,886,596

Water Capital Outlay (% of Budget)



Sewer Capital Outlay (% of Budget)



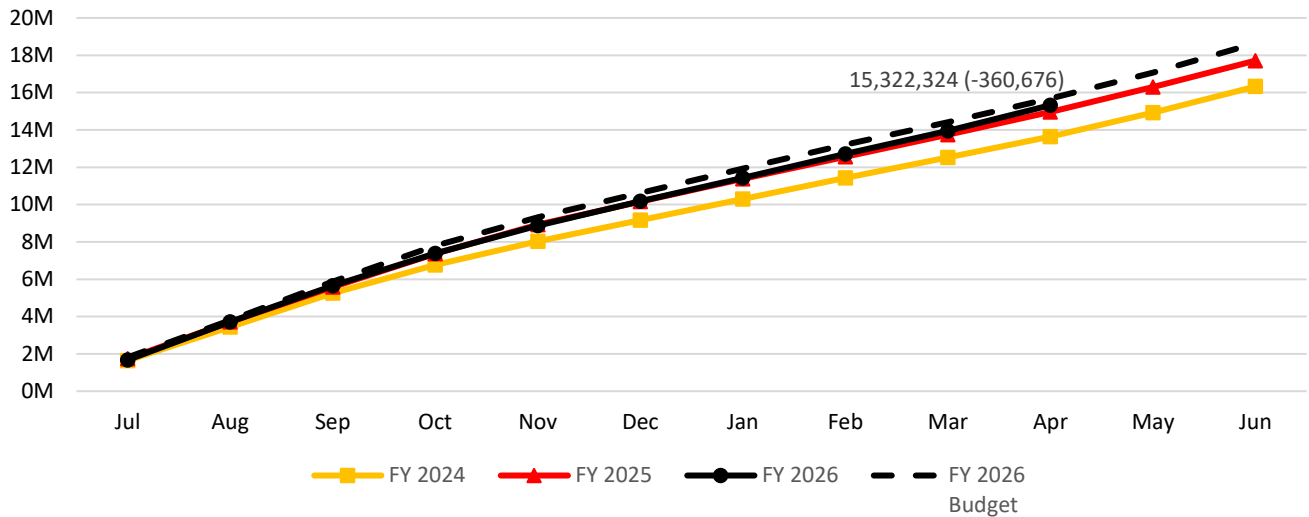
Billed Revenue and Consumption

Water billed revenue includes \$192K billed to City of Bentonville.

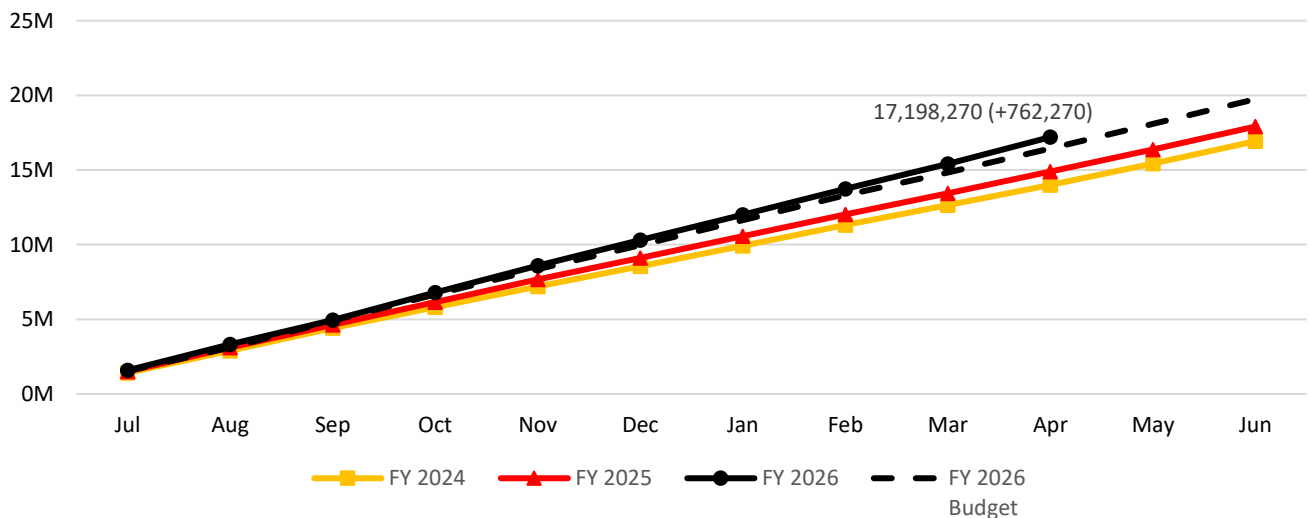
Water consumption includes 105,956,800 gallons passed through to City of Bentonville.

Apr 2026	Billed Revenue Current Month	Billed Revenue YOY % Change	Res/Comm/Ind YOY % Change	Consumption Current Month	Consumption YOY % Change
Water	\$1,855,279	32.3%	12.4%	360,196,878	57.0%
Sewer	\$2,107,830	25.2%	23.0%	202,699,300	8.1%

Water Billed Consumption (+/- Var. from Budget)

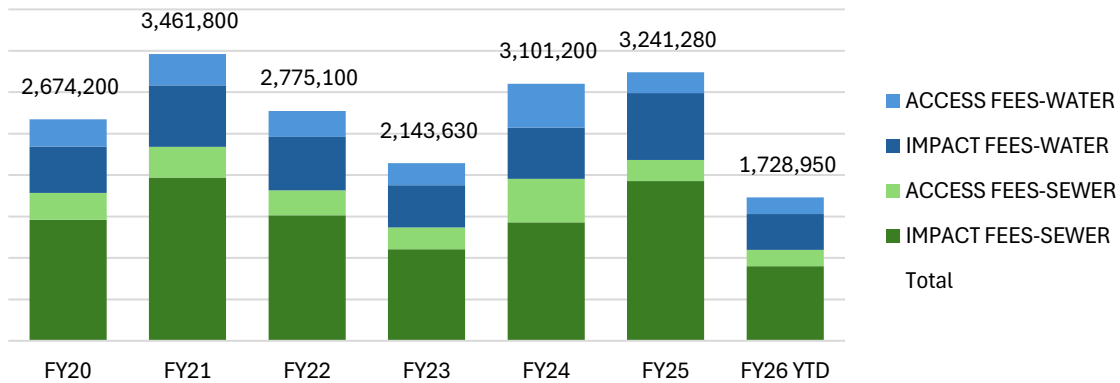


Sewer Billed Consumption (+/- Var. from Budget)



Access & Impact Fee Revenue

\$382,000 recorded this month. YTD actuals are 53% of the FY25 total and 35% of the FY26 budget.

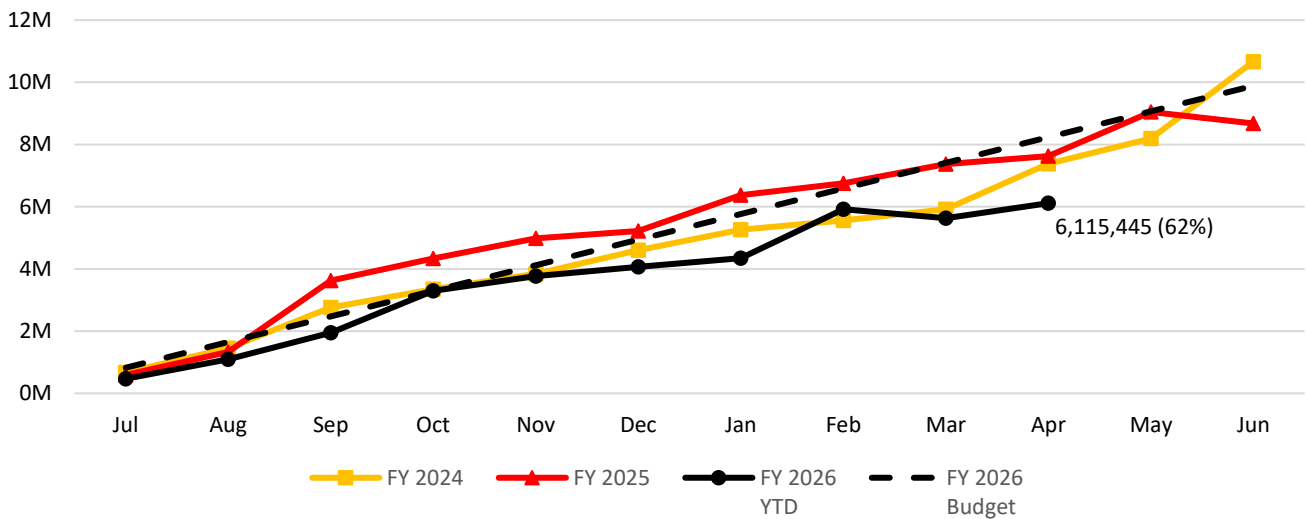


YTD Income (Loss)

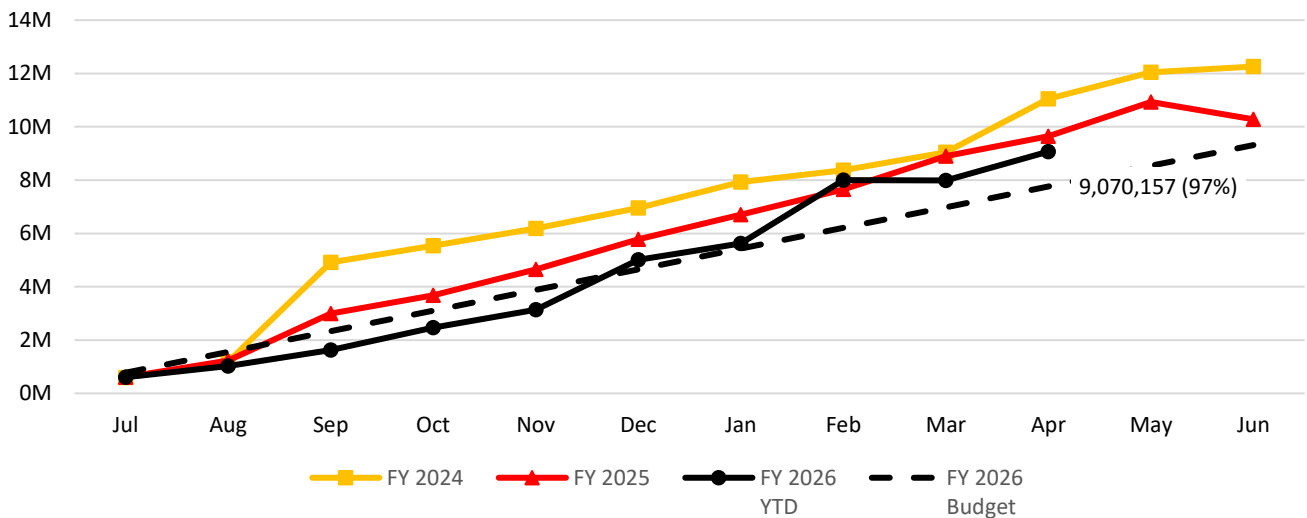
Water increased by \$478K

Sewer increased by \$1.1M

Water Net Income (% of Budget)



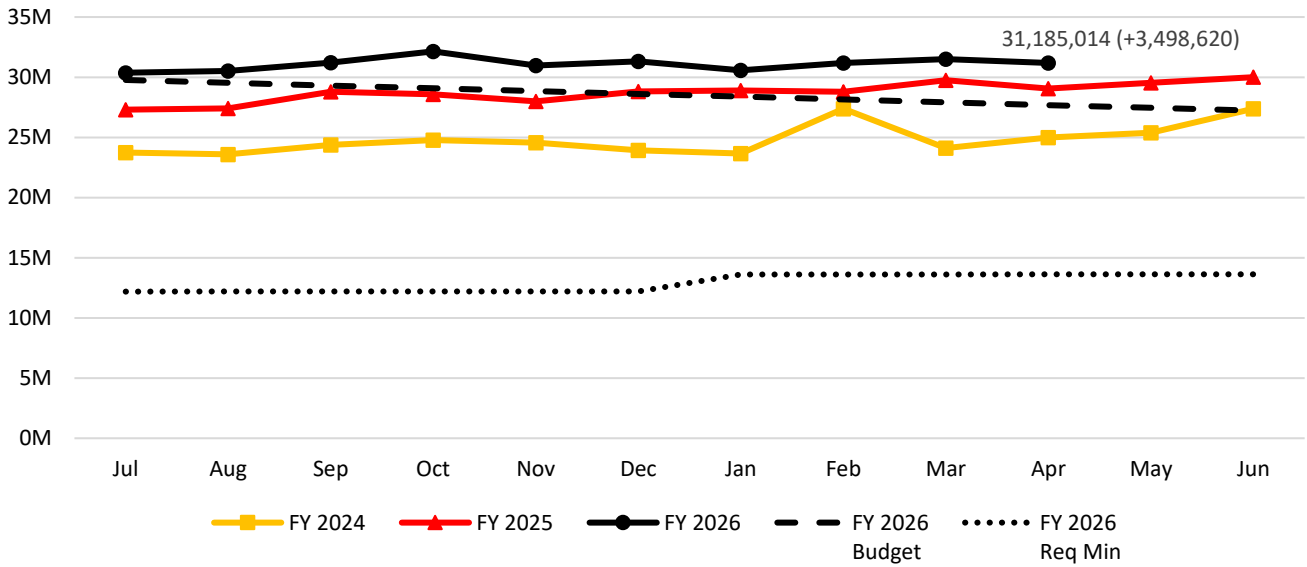
Sewer Net Income (% of Budget)



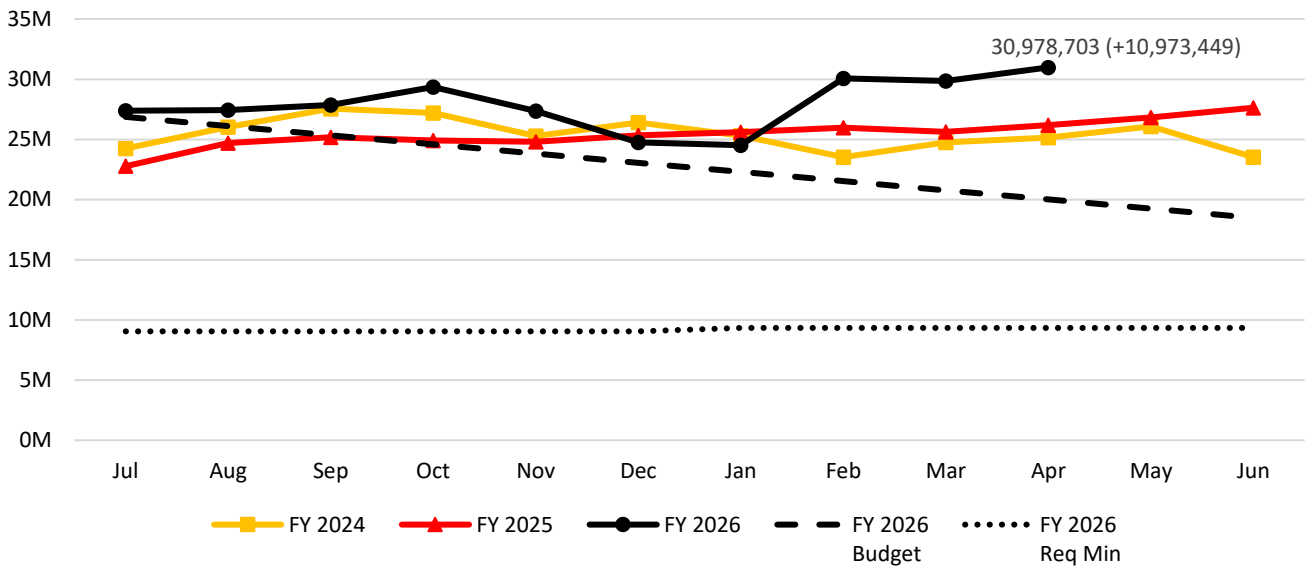
Cash Reserves

	Unrestricted	Restricted	Total
Water	27,907,934	3,277,080	31,185,014
Sewer	29,137,443	1,841,260	30,978,703
Total	57,045,378	5,118,340	62,163,717

Water Reserves (+/- Var. from Budget)



Sewer Reserves (+/- Var. from Budget)





Rogers Water Utilities, AR

Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 04/30/2026

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 1 - WATER						
Revenue	23,287,500.00	27,464,500.00	2,120,657.98	20,654,080.56	(6,810,419.44)	75.20%
Expense	17,546,212.00	17,575,612.00	1,642,393.74	14,538,635.52	3,036,976.48	82.72%
Fund: 1 - WATER Surplus (Deficit):	5,741,288.00	9,888,888.00	478,264.24	6,115,445.04	(3,773,442.96)	61.84%
Fund: 2 - SEWER						
Revenue	23,739,700.00	26,263,700.00	2,523,309.34	22,879,833.80	(3,383,866.20)	87.12%
Expense	16,916,720.00	16,949,820.00	1,444,211.08	13,809,677.25	3,140,142.75	81.47%
Fund: 2 - SEWER Surplus (Deficit):	6,822,980.00	9,313,880.00	1,079,098.26	9,070,156.55	(243,723.45)	97.38%
Report Surplus (Deficit):	12,564,268.00	19,202,768.00	1,557,362.50	15,185,601.59	(4,017,166.41)	79.08%



Prior-Year Comparative Income Statement Account Summary

For the Period Ending 04/30/2026

		2025-2026 April Activity	2024-2025 April Activity	April Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 1 - WATER									
Revenue									
1-4440.00	RESIDENTIAL WATER	804,087.67	693,072.03	111,015.64	16.02%	9,011,192.57	8,928,628.57	82,564.00	0.92%
1-4450.00	COMMERCIAL WATER	397,368.34	380,589.40	16,778.94	4.41%	4,597,787.16	4,481,495.01	116,292.15	2.59%
1-4460.00	INDUSTRIAL WATER	170,214.11	145,689.08	24,525.03	16.83%	1,713,343.95	1,547,009.16	166,334.79	10.75%
1-4470.00	HYDRANTS	1,205.00	1,200.00	5.00	0.42%	11,759.59	11,833.32	-73.73	-0.62%
1-4470.01	FIRE LINES	13,640.00	11,680.00	1,960.00	16.78%	122,380.00	115,735.33	6,644.67	5.74%
1-4470.02	LABOR SALES	13,286.61	7,973.93	5,312.68	66.63%	44,501.57	47,493.93	-2,992.36	-6.30%
1-4470.03	AR DEPT OF HEALTH FEE	12,422.80	12,260.30	162.50	1.33%	123,947.02	121,294.65	2,652.37	2.19%
1-4470.04	LARGE TAP FEES	0.00	875.00	-875.00	-100.00%	13,475.00	12,175.00	1,300.00	10.68%
1-4470.05	MACHINE TIME SALES	7,037.50	1,217.50	5,820.00	478.03%	34,442.73	20,040.95	14,401.78	71.86%
1-4470.06	HYDRANT METER RENTALS	4,242.00	4,669.00	-427.00	-9.15%	39,179.00	47,264.00	-8,085.00	-17.11%
1-4470.07	MISC. WATER SALES	5,677.95	3,737.30	1,940.65	51.93%	43,223.95	49,327.84	-6,103.89	-12.37%
1-4471.00	SERVICE CHG. INCOME	20,110.00	19,915.00	195.00	0.98%	198,690.00	190,920.00	7,770.00	4.07%
1-4471.05	LATE FEES AND CHARGES	36,142.16	26,581.38	9,560.78	35.97%	351,933.16	350,089.31	1,843.85	0.53%
1-4472.00	INTEREST INCOME-INVESTMNTS	64,074.12	65,984.92	-1,910.80	-2.90%	608,651.89	685,305.27	-76,653.38	-11.19%
1-4472.01	INTEREST INCOME-BANK ACCTS	29,203.02	22,396.74	6,806.28	30.39%	276,804.04	206,420.18	70,383.86	34.10%
1-4472.98	INTEREST INCOME-BOND FUNDS	2,145.65	2,508.06	-362.41	-14.45%	26,758.07	30,827.55	-4,069.48	-13.20%
1-4474.00	SALE OF ASSETS	0.00	0.00	0.00	0.00%	10,915.00	-7,710.03	18,625.03	241.57%
1-4475.00	RENT INCOME	0.00	0.00	0.00	0.00%	0.00	5,044.48	-5,044.48	-100.00%
1-4476.00	NEW CUSTOMER FEES	5,875.00	6,400.00	-525.00	-8.20%	59,450.00	55,400.00	4,050.00	7.31%
1-4476.10	ACCESS FEES	66,300.00	6,600.00	59,700.00	904.55%	198,300.00	205,200.00	-6,900.00	-3.36%
1-4476.20	IMPACT FEES	87,800.00	65,100.00	22,700.00	34.87%	431,850.00	719,180.00	-287,330.00	-39.95%
1-4482.00	TRASH BILLING REVENUE	5,769.00	5,677.25	91.75	1.62%	57,330.75	55,830.50	1,500.25	2.69%
1-4485.00	MISCELLANEOUS INCOME	195,346.38	4,885.84	190,460.54	3,898.21%	220,811.13	98,383.57	122,427.56	124.44%
1-4490.00	CONTRIBUTED CAPITAL	178,710.67	0.00	178,710.67	0.00%	2,457,353.98	0.00	2,457,353.98	0.00%
	Revenue Total:	2,120,657.98	1,489,012.73	631,645.25	42.42%	20,654,080.56	17,977,188.59	2,676,891.97	14.89%
Expense									
Department: 555 - GENERAL EXPENSES									
1-555-5252	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	250.00	625.00	375.00	60.00%
1-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	67.53	0.00	-67.53	0.00%	352.93	175.50	-177.43	-101.10%
1-555-5302	JANITORIAL EXPENSE	121.09	317.35	196.26	61.84%	17,615.11	17,020.25	-594.86	-3.50%
1-555-5303	EMPLOYEE RECOGNITION	0.00	0.00	0.00	0.00%	832.68	0.00	-832.68	0.00%
1-555-5305	MISCELLANEOUS	37.94	2,610.99	2,573.05	98.55%	1,688.18	9,421.72	7,733.54	82.08%
1-555-5306	OFFICE SUPPLIES	1,217.79	1,193.49	-24.30	-2.04%	8,666.09	1,256.74	-7,409.35	-589.57%
1-555-5307	OUTSIDE SERVICES	42,200.00	0.00	-42,200.00	0.00%	42,320.00	0.00	-42,320.00	0.00%

Prior-Year Comparative Income Statement

For the Period Ending 04/30/2026

		2025-2026	2024-2025	April Variance		2025-2026	2024-2025	YTD Variance	
		April Activity	April Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
1-555-5330	BEAVER WATERSHED ALLIANCE	0.00	0.00	0.00	0.00%	5,000.00	5,124.84	124.84	2.44%
1-555-5350	UTILITIES	1,702.19	1,968.09	265.90	13.51%	26,184.62	24,466.99	-1,717.63	-7.02%
1-555-5400	ARKANSAS PUBLIC WATER FEE	12,780.80	0.00	-12,780.80	0.00%	128,201.20	108,719.20	-19,482.00	-17.92%
1-555-5402	CUSTOMER PAYMENT FEES	14,024.67	12,343.16	-1,681.51	-13.62%	211,806.53	187,851.87	-23,954.66	-12.75%
1-555-5500	WATER PURCHASES	736,992.62	452,830.52	-284,162.10	-62.75%	5,837,214.45	5,237,411.09	-599,803.36	-11.45%
1-555-5557	EQUIPMENT MAINTENANCE	41.09	89.00	47.91	53.83%	420.68	890.00	469.32	52.73%
1-555-5581	SOFTWARE MAINTENANCE	8,750.19	14,292.44	5,542.25	38.78%	94,544.24	70,591.48	-23,952.76	-33.93%
1-555-5602	INSURANCE-BLDGS & CONTENTS	2,547.83	1,694.46	-853.37	-50.36%	25,478.30	16,944.60	-8,533.70	-50.36%
1-555-5650	ACCOUNTING/AUDIT EXPENSE	0.00	0.00	0.00	0.00%	23,750.00	19,450.00	-4,300.00	-22.11%
1-555-5651	ATTORNEY RETAINER FEES	3,010.00	2,820.00	-190.00	-6.74%	24,555.95	16,181.94	-8,374.01	-51.75%
1-555-5653	LEGAL CLAIMS-MISCELLANOUS	0.00	0.00	0.00	0.00%	10,000.00	4,699.12	-5,300.88	-112.81%
1-555-5700	TRUSTEE FEES	0.00	2,800.00	2,800.00	100.00%	4,000.00	6,800.00	2,800.00	41.18%
1-555-5701	2016 BOND INTEREST	30,495.32	30,495.32	0.00	0.00%	304,953.16	310,419.84	5,466.68	1.76%
1-555-5702	2016 BOND AMORTIZATION	-2,309.83	-2,309.83	0.00	0.00%	-23,098.30	-23,098.30	0.00	0.00%
1-555-5703	2012 BOND INTEREST	12,618.75	12,618.75	0.00	0.00%	126,187.50	134,237.50	8,050.00	6.00%
1-555-5704	2012 BOND REFUNDING COSTS	4,035.72	4,035.72	0.00	0.00%	40,357.20	40,357.20	0.00	0.00%
1-555-5705	2012 BOND AMORTIZATION	-199.31	-199.31	0.00	0.00%	-1,993.10	-1,993.10	0.00	0.00%
1-555-5706	2016 BOND REFUNDING COSTS	605.26	605.26	0.00	0.00%	6,052.60	6,052.60	0.00	0.00%
1-555-5707	2016 BOND INSURANCE	69.40	69.40	0.00	0.00%	694.00	694.00	0.00	0.00%
1-555-5800	DEPRECIATION	289,658.00	270,643.00	-19,015.00	-7.03%	2,990,502.45	2,687,545.60	-302,956.85	-11.27%
1-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	13,511.00	0.00	0.00%	135,110.00	135,110.00	0.00	0.00%
1-555-5850	BAD DEBTS	42,500.00	0.00	-42,500.00	0.00%	118,892.34	152,924.16	34,031.82	22.25%
1-555-9100	INTEREST EXP ROU SUBSCRIPTION AS...	732.00	1,049.00	317.00	30.22%	7,320.00	10,490.00	3,170.00	30.22%
	Department 555 - GENERAL EXPENSES Total:	1,215,210.05	823,477.81	-391,732.24	-47.57%	10,167,858.81	9,180,369.84	-987,488.97	-10.76%
	Department: 560 - ENGINEERING								
1-560-5100	SALARIES ENGINEERING	41,947.90	41,962.93	15.03	0.04%	450,628.18	398,315.08	-52,313.10	-13.13%
1-560-5104	APERS-ENGINEERING	5,792.24	5,815.17	22.93	0.39%	65,988.34	60,794.38	-5,193.96	-8.54%
1-560-5105	HEALTH INSURANCE	6,056.72	5,012.46	-1,044.26	-20.83%	52,335.93	50,896.80	-1,439.13	-2.83%
1-560-5106	LIFE INSURANCE	161.29	179.09	17.80	9.94%	1,809.43	1,712.07	-97.36	-5.69%
1-560-5107	DISABILITY INSURANCE	97.55	108.19	10.64	9.83%	1,025.55	952.94	-72.61	-7.62%
1-560-5111	FICA	2,696.95	2,775.28	78.33	2.82%	32,932.85	29,056.45	-3,876.40	-13.34%
1-560-5251	TRAVEL EXPENSE	150.80	251.68	100.88	40.08%	471.59	598.74	127.15	21.24%
1-560-5252	TRAINING EXPENSE	315.00	229.00	-86.00	-37.55%	2,661.17	1,319.00	-1,342.17	-101.76%
1-560-5305	MISCELLANEOUS	75.62	0.00	-75.62	0.00%	537.30	2,189.43	1,652.13	75.46%
1-560-5306	OFFICE SUPPLIES	-102.47	0.00	102.47	0.00%	2,367.47	2,127.06	-240.41	-11.30%
1-560-5307	OUTSIDE SERVICES	60.00	417.66	357.66	85.63%	1,439.15	8,678.78	7,239.63	83.42%
1-560-5308	ASSOCIATION DUES	0.00	87.00	87.00	100.00%	189.00	283.50	94.50	33.33%
1-560-5350	TELECOM EXPENSE	802.57	0.00	-802.57	0.00%	5,676.91	0.00	-5,676.91	0.00%
1-560-5551	VEHICLE EXPENSE	422.84	530.35	107.51	20.27%	5,571.13	4,938.39	-632.74	-12.81%
1-560-5581	SOFTWARE MAINTENANCE	232.56	465.86	233.30	50.08%	7,567.49	10,767.59	3,200.10	29.72%
1-560-5601	WORKMANS COMPENSATION	587.52	523.82	-63.70	-12.16%	5,944.23	6,126.36	182.13	2.97%
1-560-5602	INSURANCE-BLDGS & CONTENTS	0.00	34.67	34.67	100.00%	0.00	346.70	346.70	100.00%

Prior-Year Comparative Income Statement

For the Period Ending 04/30/2026

		2025-2026	2024-2025	April Variance		2025-2026	2024-2025	YTD Variance	
		April Activity	April Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
1-560-5603	INSURANCE-VEHICLES	33.92	33.92	0.00	0.00%	540.62	360.93	-179.69	-49.79%
1-560-5800	DEPRECIATION	1,372.00	1,058.00	-314.00	-29.68%	10,918.55	12,746.66	1,828.11	14.34%
	Department 560 - ENGINEERING Total:	60,703.01	59,485.08	-1,217.93	-2.05%	648,604.89	592,210.86	-56,394.03	-9.52%
	Department: 565 - FIELD								
1-565-5100	SALARIES FIELD	119,453.33	107,824.78	-11,628.55	-10.78%	1,135,239.76	996,687.70	-138,552.06	-13.90%
1-565-5102	CAPITALIZED COSTS	0.00	0.00	0.00	0.00%	-19,894.33	0.00	19,894.33	0.00%
1-565-5104	APERS-FIELD	16,204.07	14,804.27	-1,399.80	-9.46%	173,638.52	153,235.50	-20,403.02	-13.31%
1-565-5105	HEALTH INSURANCE	-3,982.31	14,227.54	18,209.85	127.99%	138,861.53	130,919.49	-7,942.04	-6.07%
1-565-5106	LIFE INSURANCE	22,997.63	434.94	-22,562.69	-5,187.54%	27,349.65	4,194.18	-23,155.47	-552.09%
1-565-5107	DISABILITY INSURANCE	306.58	262.74	-43.84	-16.69%	2,744.89	2,330.38	-414.51	-17.79%
1-565-5110	UNIFORMS	2,090.30	1,409.36	-680.94	-48.32%	25,161.56	16,419.53	-8,742.03	-53.24%
1-565-5111	FICA	7,710.26	7,143.60	-566.66	-7.93%	83,721.62	74,282.74	-9,438.88	-12.71%
1-565-5251	TRAVEL EXPENSE	1,855.42	2,407.16	551.74	22.92%	13,487.28	12,980.36	-506.92	-3.91%
1-565-5304	SAFETY EQUIPMENT	1,445.53	1,216.39	-229.14	-18.84%	13,615.03	16,810.35	3,195.32	19.01%
1-565-5305	MISCELLANEOUS	194.35	332.45	138.10	41.54%	651.40	1,445.93	794.53	54.95%
1-565-5306	OFFICE SUPPLIES	115.26	241.36	126.10	52.25%	4,625.78	2,033.42	-2,592.36	-127.49%
1-565-5307	OUTSIDE SERVICES	471.19	97.01	-374.18	-385.71%	6,194.93	8,912.68	2,717.75	30.49%
1-565-5308	ASSOCIATION DUES	0.00	0.00	0.00	0.00%	1,626.91	759.50	-867.41	-114.21%
1-565-5315	CUSTOMER DAMAGE PAYMENTS	1,700.63	0.00	-1,700.63	0.00%	1,700.63	974.87	-725.76	-74.45%
1-565-5350	UTILITIES	7,160.39	8,958.28	1,797.89	20.07%	74,088.92	83,189.38	9,100.46	10.94%
1-565-5551	VEHICLE MAINT.	5,281.11	657.78	-4,623.33	-702.87%	61,905.90	49,487.55	-12,418.35	-25.09%
1-565-5552	FIELD REPAIR AND MAINT.	30,867.24	20,596.00	-10,271.24	-49.87%	401,275.23	421,956.23	20,681.00	4.90%
1-565-5555	SCADA HAND TOOLS	0.00	107.79	107.79	100.00%	790.78	3,277.26	2,486.48	75.87%
1-565-5557	EQUIPMENT MAINTENANCE	270.60	928.10	657.50	70.84%	18,066.81	26,496.69	8,429.88	31.81%
1-565-5558	SUPPLIES, HAND TOOLS	1,162.89	4,842.85	3,679.96	75.99%	29,570.94	32,377.14	2,806.20	8.67%
1-565-5559	GAS AND OIL	6,262.08	4,005.56	-2,256.52	-56.33%	38,242.69	36,421.92	-1,820.77	-5.00%
1-565-5560	GENERATOR MAINTENANCE	0.00	958.67	958.67	100.00%	3,080.91	985.93	-2,094.98	-212.49%
1-565-5561	BUILDING MAINT.	1,826.98	685.41	-1,141.57	-166.55%	21,291.65	19,753.85	-1,537.80	-7.78%
1-565-5563	WATER TOWER MAINT	2,672.14	1,966.90	-705.24	-35.86%	19,669.20	13,921.31	-5,747.89	-41.29%
1-565-5581	SOFTWARE MAINTENANCE	586.79	1,640.25	1,053.46	64.23%	9,510.22	5,679.22	-3,831.00	-67.46%
1-565-5601	WORKMANS COMPENSATION	2,338.45	1,426.11	-912.34	-63.97%	19,138.93	18,271.84	-867.09	-4.75%
1-565-5602	INSURANCE-BLDGS & CONTENTS	215.80	1,012.65	796.85	78.69%	2,158.00	10,126.50	7,968.50	78.69%
1-565-5603	INSURANCE-VEHICLES	872.50	1,271.86	399.36	31.40%	9,467.71	5,945.80	-3,521.91	-59.23%
1-565-5800	DEPRECIATION	22,057.00	16,000.00	-6,057.00	-37.86%	221,371.38	169,166.66	-52,204.72	-30.86%
1-565-5870	INVENTORY WRITE-OFF	0.00	0.00	0.00	0.00%	9,823.24	0.00	-9,823.24	0.00%
	Department 565 - FIELD Total:	252,136.21	215,459.81	-36,676.40	-17.02%	2,548,177.67	2,319,043.91	-229,133.76	-9.88%
	Department: 570 - OFFICE								
1-570-5100	SALARIES OFFICE	75,685.39	92,470.43	16,785.04	18.15%	768,669.65	742,491.77	-26,177.88	-3.53%
1-570-5104	APERS-OFFICE	10,407.23	11,655.71	1,248.48	10.71%	114,103.16	110,912.59	-3,190.57	-2.88%
1-570-5105	HEALTH INSURANCE	8,730.87	7,544.27	-1,186.60	-15.73%	74,238.81	57,361.22	-16,877.59	-29.42%
1-570-5106	LIFE INSURANCE	241.94	204.68	-37.26	-18.20%	2,201.77	1,964.69	-237.08	-12.07%

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For the Period Ending 04/30/2026

		2025-2026	2024-2025	April Variance		2025-2026	2024-2025	YTD Variance	
		April Activity	April Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
1-570-5107	DISABILITY INSURANCE	125.42	123.64	-1.78	-1.44%	1,210.89	1,091.91	-118.98	-10.90%
1-570-5111	FICA	4,935.60	6,500.25	1,564.65	24.07%	56,281.70	54,468.59	-1,813.11	-3.33%
1-570-5251	TRAVEL EXPENSE	0.00	312.29	312.29	100.00%	517.82	312.29	-205.53	-65.81%
1-570-5252	TRAINING EXPENSE	367.50	112.50	-255.00	-226.67%	1,367.50	197.50	-1,170.00	-592.41%
1-570-5305	MISCELLANEOUS	0.00	127.29	127.29	100.00%	208.36	2,589.76	2,381.40	91.95%
1-570-5306	OFFICE SUPPLIES	208.77	1,935.74	1,726.97	89.21%	4,799.23	7,933.90	3,134.67	39.51%
1-570-5307	OUTSIDE SERVICES	414.33	1,963.42	1,549.09	78.90%	5,650.57	11,992.94	6,342.37	52.88%
1-570-5308	ASSOCIATION DUES	0.00	0.00	0.00	0.00%	3,088.50	1,100.44	-1,988.06	-180.66%
1-570-5309	POSTAGE/MAILING	12,917.41	10,518.21	-2,399.20	-22.81%	129,147.88	125,511.73	-3,636.15	-2.90%
1-570-5311	PUBLIC RELATIONS	268.77	15.50	-253.27	-1,634.00%	5,306.16	4,890.56	-415.60	-8.50%
1-570-5312	ARKANSAS ONE CALL	0.00	944.70	944.70	100.00%	6,604.98	8,657.58	2,052.60	23.71%
1-570-5313	CASH LONG/SHORT	-17.32	-46.00	-28.68	-62.35%	-332.49	-228.65	103.84	45.41%
1-570-5557	EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00%	427.05	27.97	-399.08	-1,426.81%
1-570-5601	WORKMANS COMPENSATION	58.56	39.11	-19.45	-49.73%	502.61	443.35	-59.26	-13.37%
	Department 570 - OFFICE Total:	114,344.47	134,421.74	20,077.27	14.94%	1,173,994.15	1,131,720.14	-42,274.01	-3.74%
	Expense Total:	1,642,393.74	1,232,844.44	-409,549.30	-33.22%	14,538,635.52	13,223,344.75	-1,315,290.77	-9.95%
	Fund 1 Surplus (Deficit):	478,264.24	256,168.29	222,095.95	86.70%	6,115,445.04	4,753,843.84	1,361,601.20	28.64%

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For the Period Ending 04/30/2026

		2025-2026 April Activity	2024-2025 April Activity	April Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 2 - SEWER									
Revenue									
2-4440.00	RESIDENTIAL SEWER	1,104,582.56	905,720.23	198,862.33	21.96%	10,661,820.11	9,367,392.54	1,294,427.57	13.82%
2-4450.00	COMMERCIAL SEWER	411,268.51	339,293.41	71,975.10	21.21%	3,870,554.35	3,261,790.04	608,764.31	18.66%
2-4460.00	INDUSTRIAL SEWER	274,289.52	215,795.71	58,493.81	27.11%	2,665,895.24	2,272,459.63	393,435.61	17.31%
2-4470.02	LABOR SALES	3,298.47	0.00	3,298.47	0.00%	9,824.77	4,661.99	5,162.78	110.74%
2-4470.03	MACHINE TIME SALES	7,727.82	0.00	7,727.82	0.00%	10,384.52	7,256.51	3,128.01	43.11%
2-4471.05	LATE FEES AND CHARGES	14,718.21	14,759.44	-41.23	-0.28%	174,086.94	151,498.21	22,588.73	14.91%
2-4472.00	INTEREST INCOME-INVESTMNTS	76,548.33	89,134.08	-12,585.75	-14.12%	728,577.19	808,057.66	-79,480.47	-9.84%
2-4472.01	INTEREST INCOME-BANK ACCTS	15,714.51	3,793.71	11,920.80	314.23%	136,017.36	105,188.99	30,828.37	29.31%
2-4472.98	INTEREST INCOME-BOND FUNDS	1,780.08	2,062.80	-282.72	-13.71%	24,381.13	27,836.69	-3,455.56	-12.41%
2-4474.00	SALE OF ASSETS	0.00	0.00	0.00	0.00%	6,500.00	27,379.17	-20,879.17	-76.26%
2-4475.00	RENT INCOME	600.00	600.00	0.00	0.00%	6,000.00	6,000.00	0.00	0.00%
2-4476.00	NEW CUSTOMER FEES	6,540.00	7,200.00	-660.00	-9.17%	67,080.00	61,765.00	5,315.00	8.61%
2-4476.10	ACCESS FEES	66,300.00	6,600.00	59,700.00	904.55%	197,100.00	204,000.00	-6,900.00	-3.38%
2-4476.20	IMPACT FEES	161,600.00	169,000.00	-7,400.00	-4.38%	901,700.00	1,725,600.00	-823,900.00	-47.75%
2-4482.00	TRASH BILLING REVENUE	5,769.00	5,676.75	92.25	1.63%	57,330.75	55,829.75	1,501.00	2.69%
2-4485.00	MISCELLANEOUS INCOME	36,482.93	254,457.26	-217,974.33	-85.66%	340,815.30	2,405,026.86	-2,064,211.56	-85.83%
2-4490.00	CONTRIBUTED CAPITAL	336,089.40	0.00	336,089.40	0.00%	3,021,766.14	0.00	3,021,766.14	0.00%
	Revenue Total:	2,523,309.34	2,014,093.39	509,215.95	25.28%	22,879,833.80	20,491,743.04	2,388,090.76	11.65%
Expense									
Department: 555 - GENERAL EXPENSES									
2-555-5252	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	250.00	625.00	375.00	60.00%
2-555-5300	SECURITY ALARM FEES	0.00	0.00	0.00	0.00%	1,667.15	0.00	-1,667.15	0.00%
2-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	67.54	0.00	-67.54	0.00%	352.94	175.50	-177.44	-101.11%
2-555-5302	JANITORIAL EXPENSE	121.08	317.35	196.27	61.85%	15,946.97	17,020.27	1,073.30	6.31%
2-555-5303	EMPLOYEE RECOGNITION	0.00	0.00	0.00	0.00%	779.30	0.00	-779.30	0.00%
2-555-5305	MISCELLANEOUS	61.97	2,618.12	2,556.15	97.63%	2,244.91	10,274.21	8,029.30	78.15%
2-555-5306	OFFICE SUPPLIES	1,217.80	1,193.52	-24.28	-2.03%	8,666.21	1,256.77	-7,409.44	-589.56%
2-555-5307	OUTSIDE SERVICES	42,200.00	0.00	-42,200.00	0.00%	115,305.50	0.00	-115,305.50	0.00%
2-555-5350	UTILITIES	1,605.34	1,375.83	-229.51	-16.68%	24,798.88	23,022.64	-1,776.24	-7.22%
2-555-5401	CITY FRANCHISE FEES	63,959.32	52,213.90	-11,745.42	-22.49%	613,775.25	531,061.49	-82,713.76	-15.58%
2-555-5402	CUSTOMER PAYMENT FEES	14,024.67	12,343.16	-1,681.51	-13.62%	211,806.49	187,851.76	-23,954.73	-12.75%
2-555-5557	EQUIPMENT MAINTENANCE	41.09	89.00	47.91	53.83%	1,205.06	890.00	-315.06	-35.40%
2-555-5581	SOFTWARE MAINTENANCE	8,750.21	14,292.45	5,542.24	38.78%	94,273.46	65,723.52	-28,549.94	-43.44%
2-555-5602	INSURANCE-BLDGS & CONTENTS	222.91	138.68	-84.23	-60.74%	2,229.10	1,386.80	-842.30	-60.74%
2-555-5650	ACCOUNTING/AUDIT EXPENSE	0.00	0.00	0.00	0.00%	23,750.00	19,450.00	-4,300.00	-22.11%
2-555-5651	ATTORNEY RETAINER FEES	2,670.00	4,912.55	2,242.55	45.65%	33,474.12	28,317.38	-5,156.74	-18.21%
2-555-5653	LEGAL CLAIMS-MISCELLANOUS	640.00	0.00	-640.00	0.00%	4,598.56	4,699.13	100.57	2.14%
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	247,969.00	234,853.00	-13,116.00	-5.58%	2,537,696.37	2,292,583.35	-245,113.02	-10.69%
2-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	13,511.00	0.00	0.00%	135,110.00	135,110.00	0.00	0.00%

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				April Variance				YTD Variance	
		2025-2026	2024-2025	Favorable /	Variance %	2025-2026	2024-2025	Favorable /	Variance %
		April Activity	April Activity	(Unfavorable)		YTD Activity	YTD Activity	(Unfavorable)	
2-555-5850	BAD DEBTS	42,500.00	0.00	-42,500.00	0.00%	119,000.00	153,000.00	34,000.00	22.22%
2-555-9100	INTEREST EXP ROU SUBSCRIPTION AS...	732.00	1,049.00	317.00	30.22%	7,320.00	10,490.00	3,170.00	30.22%
Department 555 - GENERAL EXPENSES Total:		440,293.93	338,907.56	-101,386.37	-29.92%	3,958,250.27	3,486,937.82	-471,312.45	-13.52%
Department: 560 - ENGINEERING									
2-560-5100	SALARIES ENGINEERING	45,372.40	43,153.73	-2,218.67	-5.14%	445,339.48	385,932.14	-59,407.34	-15.39%
2-560-5104	APERS-ENGINEERING	6,314.33	6,011.06	-303.27	-5.05%	68,291.96	59,029.36	-9,262.60	-15.69%
2-560-5105	HEALTH INSURANCE	3,486.02	3,341.64	-144.38	-4.32%	35,625.25	27,766.63	-7,858.62	-28.30%
2-560-5106	LIFE INSURANCE	99.41	74.86	-24.55	-32.79%	854.43	716.24	-138.19	-19.29%
2-560-5107	DISABILITY INSURANCE	55.54	42.64	-12.90	-30.25%	474.49	394.63	-79.86	-20.24%
2-560-5111	FICA	3,043.35	2,907.60	-135.75	-4.67%	33,202.93	28,485.90	-4,717.03	-16.56%
2-560-5251	TRAVEL EXPENSE	150.80	251.70	100.90	40.09%	471.58	325.06	-146.52	-45.07%
2-560-5252	TRAINING EXPENSE	315.00	202.80	-112.20	-55.33%	655.45	352.80	-302.65	-85.79%
2-560-5305	MISCELLANEOUS	75.62	0.00	-75.62	0.00%	526.87	1,663.87	1,137.00	68.33%
2-560-5306	OFFICE SUPPLIES	-102.47	0.00	102.47	0.00%	1,344.71	1,630.53	285.82	17.53%
2-560-5307	OUTSIDE SERVICES	60.00	157.96	97.96	62.02%	1,659.66	3,372.82	1,713.16	50.79%
2-560-5308	ASSOCIATION DUES	0.00	87.00	87.00	100.00%	131.80	177.00	45.20	25.54%
2-560-5350	TELECOM EXPENSE	354.31	0.00	-354.31	0.00%	3,029.22	0.00	-3,029.22	0.00%
2-560-5551	VEHICLE EXPENSE	596.03	313.61	-282.42	-90.05%	5,535.33	3,591.14	-1,944.19	-54.14%
2-560-5581	SOFTWARE MAINTENANCE	232.56	465.86	233.30	50.08%	7,587.49	10,767.60	3,180.11	29.53%
2-560-5601	WORKMANS COMPENSATION	530.07	290.95	-239.12	-82.19%	4,116.72	3,117.80	-998.92	-32.04%
2-560-5602	INSURANCE-BLDGS & CONTENTS	0.00	34.67	34.67	100.00%	0.00	346.70	346.70	100.00%
2-560-5603	INSURANCE-VEHICLES	60.40	84.32	23.92	28.37%	604.00	408.42	-195.58	-47.89%
2-560-5800	DEPRECIATION	1,324.00	657.00	-667.00	-101.52%	12,738.23	7,879.66	-4,858.57	-61.66%
Department 560 - ENGINEERING Total:		61,967.37	58,077.40	-3,889.97	-6.70%	622,189.60	535,958.30	-86,231.30	-16.09%
Department: 565 - FIELD									
2-565-5100	SALARIES FIELD	105,504.69	100,782.79	-4,721.90	-4.69%	1,040,799.85	1,000,305.86	-40,493.99	-4.05%
2-565-5102	CAPITALIZED COSTS	0.00	0.00	0.00	0.00%	-16,236.62	0.00	16,236.62	0.00%
2-565-5104	APERS-FIELD	14,242.17	14,200.07	-42.10	-0.30%	159,875.48	153,224.20	-6,651.28	-4.34%
2-565-5105	HEALTH INSURANCE	20,049.45	17,569.18	-2,480.27	-14.12%	176,309.81	157,876.80	-18,433.01	-11.68%
2-565-5106	LIFE INSURANCE	546.74	499.07	-47.67	-9.55%	5,143.02	4,774.95	-368.07	-7.71%
2-565-5107	DISABILITY INSURANCE	305.46	284.27	-21.19	-7.45%	2,850.69	2,631.01	-219.68	-8.35%
2-565-5110	UNIFORMS	2,129.14	1,784.46	-344.68	-19.32%	26,753.18	16,272.18	-10,481.00	-64.41%
2-565-5111	FICA	6,701.87	6,637.97	-63.90	-0.96%	78,286.07	72,082.26	-6,203.81	-8.61%
2-565-5251	TRAVEL EXPENSE	1,690.35	4,753.04	3,062.69	64.44%	10,269.97	9,589.27	-680.70	-7.10%
2-565-5304	SAFETY EQUIPMENT	1,445.53	1,391.24	-54.29	-3.90%	15,551.11	19,367.27	3,816.16	19.70%
2-565-5305	MISCELLANEOUS	194.35	203.87	9.52	4.67%	592.04	3,101.28	2,509.24	80.91%
2-565-5306	OFFICE SUPPLIES	115.28	241.37	126.09	52.24%	3,086.96	1,928.75	-1,158.21	-60.05%
2-565-5307	OUTSIDE SERVICES	471.21	293.72	-177.49	-60.43%	7,611.71	7,222.22	-389.49	-5.39%
2-565-5308	ASSOCIATION DUES	0.00	0.00	0.00	0.00%	1,462.60	115.82	-1,346.78	-1,162.82%
2-565-5315	CUSTOMER DAMAGE PAYMENTS	0.00	0.00	0.00	0.00%	4,054.83	83,918.97	79,864.14	95.17%
2-565-5350	UTILITIES	7,920.87	7,642.76	-278.11	-3.64%	79,080.07	117,110.17	38,030.10	32.47%

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		2025-2026	2024-2025	April Variance		2025-2026	2024-2025	YTD Variance	
		April Activity	April Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
2-565-5351	UTIL-GRIND STA-SW ATALANTA	0.00	536.15	536.15	100.00%	528.67	5,301.85	4,773.18	90.03%
2-565-5551	VEHICLE MAINT.	8,210.80	1,508.46	-6,702.34	-444.32%	44,699.79	37,983.92	-6,715.87	-17.68%
2-565-5552	FIELD REPAIR AND MAINT.	4,671.22	5,634.22	963.00	17.09%	102,372.17	50,715.43	-51,656.74	-101.86%
2-565-5554	CAMERA	13,943.78	35.32	-13,908.46	-39,378.43%	37,029.17	11,892.86	-25,136.31	-211.36%
2-565-5555	SCADA HAND TOOLS	37.47	691.72	654.25	94.58%	4,050.35	4,685.40	635.05	13.55%
2-565-5556	FLUSHTRUCKS	5,464.57	2,198.61	-3,265.96	-148.55%	104,618.86	23,846.10	-80,772.76	-338.73%
2-565-5557	EQUIPMENT MAINTENANCE	1,533.00	743.48	-789.52	-106.19%	7,452.50	5,555.94	-1,896.56	-34.14%
2-565-5558	SUPPLIES, HAND TOOLS	4,038.30	1,873.48	-2,164.82	-115.55%	28,749.77	11,093.88	-17,655.89	-159.15%
2-565-5559	GAS AND OIL	7,639.05	4,481.43	-3,157.62	-70.46%	55,923.98	40,008.85	-15,915.13	-39.78%
2-565-5560	GENERATOR MAINTENANCE	0.00	2,077.33	2,077.33	100.00%	7,773.40	3,691.98	-4,081.42	-110.55%
2-565-5561	BUILDING MAINT.	755.80	345.61	-410.19	-118.69%	13,049.98	8,770.78	-4,279.20	-48.79%
2-565-5563	LIFT STATION MAINT	894.27	911.46	17.19	1.89%	29,167.89	19,485.79	-9,682.10	-49.69%
2-565-5581	SOFTWARE MAINTENANCE	1,426.78	1,640.25	213.47	13.01%	26,373.07	8,179.26	-18,193.81	-222.44%
2-565-5601	WORKMANS COMPENSATION	2,770.33	1,860.58	-909.75	-48.90%	23,847.63	20,915.21	-2,932.42	-14.02%
2-565-5602	INSURANCE-BLDGS & CONTENTS	552.07	551.98	-0.09	-0.02%	5,520.70	5,519.80	-0.90	-0.02%
2-565-5603	INSURANCE-VEHICLES	1,480.53	1,441.94	-38.59	-2.68%	15,556.18	13,500.32	-2,055.86	-15.23%
2-565-5800	DEPRECIATION	35,269.00	22,522.00	-12,747.00	-56.60%	422,378.03	219,398.00	-202,980.03	-92.52%
2-565-5804	AMORT OF SOFTWARE PERPETUAL LI...	1,673.00	1,673.00	0.00	0.00%	16,730.00	21,749.00	5,019.00	23.08%
2-565-5870	INVENTORY WRITE-OFF	0.00	0.00	0.00	0.00%	4,462.89	0.00	-4,462.89	0.00%
	Department 565 - FIELD Total:	251,677.08	207,010.83	-44,666.25	-21.58%	2,545,775.80	2,161,815.38	-383,960.42	-17.76%
	Department: 570 - OFFICE								
2-570-5100	SALARIES OFFICE	67,072.57	64,636.80	-2,435.77	-3.77%	658,648.10	633,146.01	-25,502.09	-4.03%
2-570-5104	APERS-OFFICE	9,318.26	8,959.88	-358.38	-4.00%	100,720.95	96,887.29	-3,833.66	-3.96%
2-570-5105	HEALTH INSURANCE	10,165.51	7,518.69	-2,646.82	-35.20%	79,306.75	73,086.94	-6,219.81	-8.51%
2-570-5106	LIFE INSURANCE	248.52	224.58	-23.94	-10.66%	2,364.45	2,148.72	-215.73	-10.04%
2-570-5107	DISABILITY INSURANCE	138.85	127.92	-10.93	-8.54%	1,312.36	1,183.93	-128.43	-10.85%
2-570-5111	FICA	4,489.76	4,330.97	-158.79	-3.67%	49,038.15	47,154.76	-1,883.39	-3.99%
2-570-5251	TRAVEL EXPENSE	0.00	312.29	312.29	100.00%	852.85	312.29	-540.56	-173.10%
2-570-5252	TRAINING EXPENSE	367.50	112.50	-255.00	-226.67%	1,367.50	197.50	-1,170.00	-592.41%
2-570-5305	MISCELLANEOUS	0.00	127.29	127.29	100.00%	230.38	2,556.89	2,326.51	90.99%
2-570-5306	OFFICE SUPPLIES	208.76	1,935.73	1,726.97	89.22%	4,912.31	6,925.52	2,013.21	29.07%
2-570-5307	OUTSIDE SERVICES	414.34	1,963.44	1,549.10	78.90%	4,933.80	11,398.01	6,464.21	56.71%
2-570-5308	ASSOCIATION DUES	0.00	0.00	0.00	0.00%	3,110.50	1,100.44	-2,010.06	-182.66%
2-570-5309	POSTAGE/MAILING	12,917.41	10,518.21	-2,399.20	-22.81%	129,147.86	125,538.26	-3,609.60	-2.88%
2-570-5311	PUBLIC RELATIONS	268.74	15.50	-253.24	-1,633.81%	3,900.91	2,839.55	-1,061.36	-37.38%
2-570-5312	ARKANSAS ONE CALL	0.00	944.70	944.70	100.00%	6,605.02	8,657.62	2,052.60	23.71%
2-570-5557	EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00%	427.05	27.97	-399.08	-1,426.81%
2-570-5601	WORKMANS COMPENSATION	51.44	40.71	-10.73	-26.36%	485.21	461.46	-23.75	-5.15%
	Department 570 - OFFICE Total:	105,661.66	101,769.21	-3,892.45	-3.82%	1,047,364.15	1,013,623.16	-33,740.99	-3.33%
	Department: 591 - PCF ADMIN								
2-591-5100	SALARIES PCF	106,928.53	109,349.59	2,421.06	2.21%	1,047,213.90	1,005,921.44	-41,292.46	-4.10%

Prior-Year Comparative Income Statement

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		2025-2026	2024-2025	April Variance		2025-2026	2024-2025	YTD Variance	
		April Activity	April Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
2-591-5104	APERS-RPCF	14,710.47	14,335.43	-375.04	-2.62%	161,272.48	153,247.56	-8,024.92	-5.24%
2-591-5105	HEALTH INSURANCE	15,471.74	14,201.96	-1,269.78	-8.94%	140,791.94	137,160.30	-3,631.64	-2.65%
2-591-5106	LIFE INSURANCE	658.50	665.83	7.33	1.10%	6,652.34	6,295.06	-357.28	-5.68%
2-591-5110	UNIFORMS	1,077.86	820.93	-256.93	-31.30%	10,575.53	9,077.52	-1,498.01	-16.50%
2-591-5111	FICA	6,860.23	7,359.90	499.67	6.79%	75,445.78	72,967.79	-2,477.99	-3.40%
2-591-5251	TRAVEL EXPENSE	739.00	0.00	-739.00	0.00%	1,647.35	0.00	-1,647.35	0.00%
2-591-5304	PERSONNEL SAFETY EQUIP.	0.00	0.00	0.00	0.00%	6,055.61	4,788.93	-1,266.68	-26.45%
2-591-5305	MISCELLANEOUS	0.00	171.30	171.30	100.00%	279.64	1,069.31	789.67	73.85%
2-591-5306	OFFICE SUPPLIES & POSTAGE	269.44	370.48	101.04	27.27%	2,948.48	3,134.23	185.75	5.93%
2-591-5307	OUTSIDE SERVICES	0.00	188.00	188.00	100.00%	152.69	813.20	660.51	81.22%
2-591-5308	ASSOCIATION DUES	0.00	60.00	60.00	100.00%	10,621.00	12,522.35	1,901.35	15.18%
2-591-5311	PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	0.00	430.00	430.00	100.00%
2-591-5350	TELECOM EXPENSE	1,256.58	1,126.83	-129.75	-11.51%	11,912.02	15,249.68	3,337.66	21.89%
2-591-5557	EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00%	327.53	218.99	-108.54	-49.56%
2-591-5558	MINOR EQUIPMENT	0.00	0.00	0.00	0.00%	416.09	0.00	-416.09	0.00%
2-591-5581	SOFTWARE MAINTENANCE	0.00	0.00	0.00	0.00%	10,207.05	0.00	-10,207.05	0.00%
2-591-5601	WORKMANS COMPENSATION	1,434.07	1,021.36	-412.71	-40.41%	12,744.36	11,817.43	-926.93	-7.84%
2-591-5602	INSURANCE-BLDGS & CONTENTS	4,972.06	4,841.31	-130.75	-2.70%	49,720.60	48,413.10	-1,307.50	-2.70%
2-591-5603	INSURANCE-VEHICLES	152.74	138.54	-14.20	-10.25%	1,690.11	1,490.40	-199.71	-13.40%
2-591-5800	DEPRECIATION-WWTP	245,291.00	232,146.00	-13,145.00	-5.66%	2,162,765.83	2,286,147.33	123,381.50	5.40%
2-591-9112	2016 BOND INTEREST	14,900.00	14,900.00	0.00	0.00%	149,000.00	165,866.66	16,866.66	10.17%
2-591-9113	2016 BOND AMORTIZATION	-9,216.24	-9,216.24	0.00	0.00%	-92,162.40	-92,162.40	0.00	0.00%
2-591-9114	2016 BOND REFUNDING COSTS	-3,217.86	-3,217.86	0.00	0.00%	-32,178.60	-32,178.60	0.00	0.00%
2-591-9115	BOND INSURANCE	131.52	131.52	0.00	0.00%	1,446.72	1,315.20	-131.52	-10.00%
2-591-9116	2024 BOND INTEREST	19,532.31	3,848.18	-15,684.13	-407.57%	99,956.05	31,247.00	-68,709.05	-219.89%
	Department 591 - PCF ADMIN Total:	421,951.95	393,243.06	-28,708.89	-7.30%	3,839,502.10	3,844,852.48	5,350.38	0.14%
	Department: 592 - PCF ENVIRONMENTAL								
2-592-5251	TRAVEL EXPENSE	0.00	2,933.70	2,933.70	100.00%	786.48	3,826.85	3,040.37	79.45%
2-592-5306	LABORATORY SUPPLIES	0.00	272.08	272.08	100.00%	7,590.49	1,908.05	-5,682.44	-297.81%
2-592-5307	OUTSIDE SERVICES	1,998.84	950.00	-1,048.84	-110.40%	11,075.85	7,175.91	-3,899.94	-54.35%
2-592-5314	PLANT RESEARCH	0.00	200.00	200.00	100.00%	400.00	1,807.21	1,407.21	77.87%
2-592-5557	EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00%	465.38	603.13	137.75	22.84%
2-592-5558	MINOR EQUIPMENT	0.00	0.00	0.00	0.00%	543.09	869.89	326.80	37.57%
2-592-5970	CHEMICALS	184.63	1,923.53	1,738.90	90.40%	9,222.65	6,946.38	-2,276.27	-32.77%
	Department 592 - PCF ENVIRONMENTAL Total:	2,183.47	6,279.31	4,095.84	65.23%	30,083.94	23,137.42	-6,946.52	-30.02%
	Department: 593 - PCF OPS								
2-593-5251	TRAVEL EXPENSE	0.00	0.00	0.00	0.00%	252.80	337.80	85.00	25.16%
2-593-5305	MISCELLANEOUS	0.00	0.00	0.00	0.00%	0.00	97.41	97.41	100.00%
2-593-5306	LABORATORY SUPPLIES	0.00	0.00	0.00	0.00%	0.00	929.41	929.41	100.00%
2-593-5307	OUTSIDE SERVICES	1,645.00	0.00	-1,645.00	0.00%	24,678.47	19,671.73	-5,006.74	-25.45%
2-593-5350	UTILITIES	68,806.95	66,191.06	-2,615.89	-3.95%	655,742.16	551,920.28	-103,821.88	-18.81%

Prior-Year Comparative Income Statement

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		April Variance				YTD Variance			
		2025-2026	2024-2025	Favorable /	Variance %	2025-2026	2024-2025	Favorable /	Variance %
		April Activity	April Activity	(Unfavorable)		YTD Activity	YTD Activity	(Unfavorable)	
2-593-5558	MINOR EQUIPMENT	0.00	0.00	0.00	0.00%	4,250.76	204.89	-4,045.87	-1,974.65%
2-593-5970	CHEMICALS	12,555.80	15,959.25	3,403.45	21.33%	116,384.73	99,115.83	-17,268.90	-17.42%
Department 593 - PCF OPS Total:		83,007.75	82,150.31	-857.44	-1.04%	801,308.92	672,277.35	-129,031.57	-19.19%
Department: 594 - PCF MAINTENANCE									
2-594-5251	TRAVEL EXPENSE	3,890.41	565.66	-3,324.75	-587.76%	9,510.90	733.46	-8,777.44	-1,196.72%
2-594-5306	CLEANING SUPPLIES	0.00	298.85	298.85	100.00%	197.63	298.85	101.22	33.87%
2-594-5307	OUTSIDE SERVICES	2,490.43	1,445.40	-1,045.03	-72.30%	70,144.32	67,978.62	-2,165.70	-3.19%
2-594-5551	VEHICLE EXPENSE	353.22	252.58	-100.64	-39.84%	6,205.33	1,883.17	-4,322.16	-229.52%
2-594-5557	EQUIPMENT MAINTENANCE	25,166.20	22,383.66	-2,782.54	-12.43%	364,298.61	337,617.78	-26,680.83	-7.90%
2-594-5559	SUPPORT EQUIPMENT	0.00	0.00	0.00	0.00%	0.00	1,229.79	1,229.79	100.00%
2-594-5560	EQUIPMENT RENTAL	938.22	71.28	-866.94	-1,216.25%	5,725.91	3,028.60	-2,697.31	-89.06%
2-594-5561	BLDGS. & GROUNDS MAINT.	4,632.29	516.65	-4,115.64	-796.60%	23,743.60	12,159.85	-11,583.75	-95.26%
2-594-5562	MAINTENANCE SUPPLIES	1,011.35	121.48	-889.87	-732.52%	5,273.10	6,990.65	1,717.55	24.57%
Department 594 - PCF MAINTENANCE Total:		38,482.12	25,655.56	-12,826.56	-50.00%	485,099.40	431,920.77	-53,178.63	-12.31%
Department: 595 - PCF SMS DISPOSAL EXPENSE									
2-595-5251	TRAVEL EXPENSE	1,419.96	0.00	-1,419.96	0.00%	1,629.96	100.00	-1,529.96	-1,529.96%
2-595-5306	SUPPLIES	0.00	0.00	0.00	0.00%	1,270.84	0.00	-1,270.84	0.00%
2-595-5307	OUTSIDE SERVICES	0.00	1,625.00	1,625.00	100.00%	3,719.55	3,855.00	135.45	3.51%
2-595-5561	WEED CONTROL	0.00	0.00	0.00	0.00%	142.32	0.00	-142.32	0.00%
2-595-5970	CHEMICALS	0.00	0.00	0.00	0.00%	0.00	6,790.00	6,790.00	100.00%
2-595-5980	SLUDGE DISPOSAL COSTS	41,130.37	61,889.68	20,759.31	33.54%	512,036.78	365,251.88	-146,784.90	-40.19%
2-595-5981	SLUDGE DISPOSAL REVENUE	-3,564.58	-3,808.53	-243.95	-6.41%	-38,696.38	-34,087.22	4,609.16	13.52%
Department 595 - PCF SMS DISPOSAL EXPENSE Total:		38,985.75	59,706.15	20,720.40	34.70%	480,103.07	341,909.66	-138,193.41	-40.42%
Expense Total:		1,444,211.08	1,272,799.39	-171,411.69	-13.47%	13,809,677.25	12,512,432.34	-1,297,244.91	-10.37%
Fund 2 Surplus (Deficit):		1,079,098.26	741,294.00	337,804.26	45.57%	9,070,156.55	7,979,310.70	1,090,845.85	13.67%
Total Surplus (Deficit):		1,557,362.50	997,462.29	559,900.21	56.13%	15,185,601.59	12,733,154.54	2,452,447.05	19.26%

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Group Summary

Departmen...	2025-2026 April Activity	2024-2025 April Activity	April Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
Fund: 1 - WATER								
Revenue								
	2,120,657.98	1,489,012.73	631,645.25	42.42%	20,654,080.56	17,977,188.59	2,676,891.97	14.89%
Revenue Total:	2,120,657.98	1,489,012.73	631,645.25	42.42%	20,654,080.56	17,977,188.59	2,676,891.97	14.89%
Expense								
555 - GENERAL EXPENSES	1,215,210.05	823,477.81	-391,732.24	-47.57%	10,167,858.81	9,180,369.84	-987,488.97	-10.76%
560 - ENGINEERING	60,703.01	59,485.08	-1,217.93	-2.05%	648,604.89	592,210.86	-56,394.03	-9.52%
565 - FIELD	252,136.21	215,459.81	-36,676.40	-17.02%	2,548,177.67	2,319,043.91	-229,133.76	-9.88%
570 - OFFICE	114,344.47	134,421.74	20,077.27	14.94%	1,173,994.15	1,131,720.14	-42,274.01	-3.74%
Expense Total:	1,642,393.74	1,232,844.44	-409,549.30	-33.22%	14,538,635.52	13,223,344.75	-1,315,290.77	-9.95%
Fund 1 Surplus (Deficit):	478,264.24	256,168.29	222,095.95	86.70%	6,115,445.04	4,753,843.84	1,361,601.20	28.64%

Prior-Year Comparative Income Statement

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Departmen...	2025-2026	2024-2025	April Variance	Variance %	2025-2026	2024-2025	YTD Variance	Variance %
	April Activity	April Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
Fund: 2 - SEWER								
Revenue								
	2,523,309.34	2,014,093.39	509,215.95	25.28%	22,879,833.80	20,491,743.04	2,388,090.76	11.65%
Revenue Total:	2,523,309.34	2,014,093.39	509,215.95	25.28%	22,879,833.80	20,491,743.04	2,388,090.76	11.65%
Expense								
555 - GENERAL EXPENSES	440,293.93	338,907.56	-101,386.37	-29.92%	3,958,250.27	3,486,937.82	-471,312.45	-13.52%
560 - ENGINEERING	61,967.37	58,077.40	-3,889.97	-6.70%	622,189.60	535,958.30	-86,231.30	-16.09%
565 - FIELD	251,677.08	207,010.83	-44,666.25	-21.58%	2,545,775.80	2,161,815.38	-383,960.42	-17.76%
570 - OFFICE	105,661.66	101,769.21	-3,892.45	-3.82%	1,047,364.15	1,013,623.16	-33,740.99	-3.33%
591 - PCF ADMIN	421,951.95	393,243.06	-28,708.89	-7.30%	3,839,502.10	3,844,852.48	5,350.38	0.14%
592 - PCF ENVIRONMENTAL	2,183.47	6,279.31	4,095.84	65.23%	30,083.94	23,137.42	-6,946.52	-30.02%
593 - PCF OPS	83,007.75	82,150.31	-857.44	-1.04%	801,308.92	672,277.35	-129,031.57	-19.19%
594 - PCF MAINTENANCE	38,482.12	25,655.56	-12,826.56	-50.00%	485,099.40	431,920.77	-53,178.63	-12.31%
595 - PCF SMS DISPOSAL EXPENSE	38,985.75	59,706.15	20,720.40	34.70%	480,103.07	341,909.66	-138,193.41	-40.42%
Expense Total:	1,444,211.08	1,272,799.39	-171,411.69	-13.47%	13,809,677.25	12,512,432.34	-1,297,244.91	-10.37%
Fund 2 Surplus (Deficit):	1,079,098.26	741,294.00	337,804.26	45.57%	9,070,156.55	7,979,310.70	1,090,845.85	13.67%
Total Surplus (Deficit):	1,557,362.50	997,462.29	559,900.21	56.13%	15,185,601.59	12,733,154.54	2,452,447.05	19.26%

Prior-Year Comparative Income Statement

For the Period Ending 04/30/2026

Fund Summary

Fund	2025-2026		April Variance		2025-2026		YTD Variance	
	April Activity	2024-2025 April Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	2024-2025 YTD Activity	Favorable / (Unfavorable)	Variance %
1 - WATER	478,264.24	256,168.29	222,095.95	86.70%	6,115,445.04	4,753,843.84	1,361,601.20	28.64%
2 - SEWER	1,079,098.26	741,294.00	337,804.26	45.57%	9,070,156.55	7,979,310.70	1,090,845.85	13.67%
Total Surplus (Deficit):	1,557,362.50	997,462.29	559,900.21	56.13%	15,185,601.59	12,733,154.54	2,452,447.05	19.26%



Table with 5 columns: Account, Name, Current Year Balance, Prior Year Balance, Variance Favorable / (Unfavorable). Rows include Fund: 1 - WATER Assets, GLCategory: 010 - CASH-DEMAND DEPOSITS, GLCategory: 020 - INVESTMENTS, GLCategory: 030 - ACCOUNTS RECEIVABLE, GLCategory: 035 - DUE FROM OTHER FUNDS, GLCategory: 040 - OTHER CURRENT ASSETS, GLCategory: 050 - RESTRICTED FUNDS, GLCategory: 060 - INVENTORY, and GLCategory: 080 - PROPERTY PLANT & EQUIPMENT.

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-0800.01	VEHICLES	1,389,111.92	1,131,483.46	257,628.46
1-0800.02	SHOP EQUIPMENT & TOOLS	48,257.16	48,257.16	0.00
1-0800.03	FIELD EQUIPMENT	1,050,986.06	1,007,261.62	43,724.44
1-0800.04	COMMUNICATION EQUIPMENT	33,931.97	33,931.97	0.00
1-0800.05	PUMPING EQUIPMENT	106,334.58	106,334.58	0.00
1-0800.08	WATER METERS	6,816,286.93	6,226,059.98	590,226.95
1-0800.09	WATER SERVICES	1,378,630.38	1,378,630.38	0.00
1-0800.10	WATER TOWERS	13,355,185.87	13,355,185.87	0.00
1-0800.11	MAIN LINE	69,154,793.90	61,369,206.94	7,785,586.96
1-0800.13	STRUCTURES & PARKING LOT	1,843,855.39	1,769,727.60	74,127.79
1-0800.14	LAND	273,619.89	273,619.89	0.00
1-0800.15	EASEMENTS	1,044,031.70	462,045.70	581,986.00
1-0800.20	CONTRIBUTED MAIN LINE	71,974,125.93	68,306,128.23	3,667,997.70
1-0800.25	CONSTRUCTION IN PROGRESS	2,618,804.11	7,785,031.68	-5,166,227.57
1-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-558,605.97	-510,153.22	-48,452.75
1-0800.51	ACCM DEPR-VEHICLES	-766,104.38	-577,792.70	-188,311.68
1-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-47,570.11	-47,301.61	-268.50
1-0800.53	ACCM DEPR-FIELD EQUIPMENT	-760,685.23	-723,234.85	-37,450.38
1-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-32,347.23	-32,043.52	-303.71
1-0800.55	ACCM DEPR-PUMPING EQUIP	-82,065.52	-74,573.49	-7,492.03
1-0800.58	ACCM DEPR-WATER METERS	-1,529,508.20	-1,554,760.39	25,252.19
1-0800.59	ACCM DEPR-WATER SERVICE	-1,366,824.35	-1,360,648.38	-6,175.97
1-0800.60	ACCM DEPR-WATER TOWERS	-6,223,907.83	-5,902,425.27	-321,482.56
1-0800.61	ACCM DEPR-MAINLINE	-24,415,410.53	-23,097,118.95	-1,318,291.58
1-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,481,682.49	-1,414,387.67	-67,294.82
1-0800.80	ACCM DEPR-CONTRIBUTED MAIN LINE	-16,977,480.79	-15,545,157.51	-1,432,323.28
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		117,592,036.26	113,117,661.87	4,474,374.39
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	-849,202.00	-687,070.00	-162,132.00
Total GLCategory 081 - INTANGIBLE ASSETS:		285,730.00	447,862.00	-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**:		153,974,323.88	158,289,276.79	-4,314,952.91
Total Assets:		153,974,323.88	158,289,276.79	-4,314,952.91

Liability

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

GLCategory: 100 - ACCOUNTS PAYABLE

1-1100.00	ACCOUNTS PAYABLE-TRADE	1,295,326.50	861,334.74	-433,991.76
1-1100.02	ACCOUNTS PAYABLE-ORION WASTE SOLU	478,633.83	452,898.42	-25,735.41
1-1100.06	CONTRACTOR CASH BONDS PAYABLE	5,000.00	5,000.00	0.00
1-1100.20	FEDERAL INC TAX WITHHELD	-15.47	-15.47	0.00
1-1100.21	FICA W/HELD	-20.72	-20.72	0.00
1-1100.30	STATE INC TAX WITHHELD	5,943.47	6,718.36	774.89
1-1100.51	SALES/USE TAX PAYABLE	123,783.76	98,754.58	-25,029.18
1-1109.01	MISC PAYROLL DEDUCTIONS	-271.12	-296.81	-25.69
1-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	474.80	5,406.53	4,931.73
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,908,855.05	1,429,779.63	-479,075.42

GLCategory: 120 - ACCRUED LIABILITIES

1-1200.60	WAGES PAYABLE	99,539.80	81,230.35	-18,309.45
1-1200.65	ACCRUED VAC/SICK LEAVE	423,947.00	409,618.89	-14,328.11
1-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT	0.00	-122.27	-122.27
1-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	0.00	29,518.55	29,518.55
1-1200.82	ROU SUBSCRIPTION LIABILITY	153,137.00	230,845.00	77,708.00
1-1258.12	2012 BOND PREMIUM	8,369.92	10,761.64	2,391.72
1-1258.16	2016 BOND PREMIUM	277,179.38	304,897.34	27,717.96

Balance Sheet

As Of 04/30/2026

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
1-1278.12	2012/2004 DEF. REFUNDING COSTS	-169,498.67	-217,927.31	-48,428.64
1-1278.16	2016/2006 DEF. REFUNDING COSTS	-72,630.25	-79,893.37	-7,263.12
1-1279.16	2016 PREPAID BOND INSURANCE	-8,326.94	-9,159.74	-832.80
1-1280.12	LONG-TERM BONDS - 2012	3,615,000.00	4,445,000.00	830,000.00
1-1280.16	LONG-TERM BONDS - 2016	10,340,000.00	10,765,000.00	425,000.00
Total GLCategory 120 - ACCRUED LIABILITIES:		14,666,717.24	15,969,769.08	1,303,051.84
GLCategory: 130 - OTHER LIABILITIES				
1-1300.00	METER DEPOSITS	1,537,161.00	1,451,896.00	-85,265.00
1-1300.01	ACCESS/IMPACT FEES	159,975.00	79,100.00	-80,875.00
1-1300.02	ARO DEPOSITS-UB	58,320.00	57,760.00	-560.00
Total GLCategory 130 - OTHER LIABILITIES:		1,755,456.00	1,588,756.00	-166,700.00
GLCategory: 135 - DUE TO OTHER FUNDS				
1-1350.02	DUE TO SEWER	460,486.89	11,314,438.10	10,853,951.21
Total GLCategory 135 - DUE TO OTHER FUNDS:		460,486.89	11,314,438.10	10,853,951.21
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 **:		21,195,768.84	32,680,248.37	11,484,479.53
Total Liability:		21,195,768.84	32,680,248.37	11,484,479.53
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
1-1900.00	CONTRIBUTED SURPLUS	72,381,215.27	75,253,859.57	-2,872,644.30
1-1900.05	EARNED SURPLUS	31,286,776.40	31,286,776.40	0.00
1-2000.00	FUND BALANCE	22,995,118.33	14,319,893.29	8,675,225.04
Total GLCategory 200 - FUND BALANCE:		126,663,110.00	120,860,529.26	5,802,580.74
Total ** EQUITY **:		126,663,110.00	120,860,529.26	5,802,580.74
Total Beginning Equity:		126,663,110.00	120,860,529.26	5,802,580.74
Total Revenue		20,654,080.56	17,977,188.59	2,676,891.97
Total Expense		14,538,635.52	13,223,344.75	-1,315,290.77
Revenues Over/(Under) Expenses		6,115,445.04	4,753,843.84	1,361,601.20
Total Equity and Current Surplus (Deficit):		132,778,555.04	125,614,373.10	7,164,181.94
Total Liabilities, Equity and Current Surplus (Deficit):		153,974,323.88	158,294,621.47	-4,320,297.59

***Warning: Account Authorization is turned on. Please run the Unauthorized Account Listing Report to see if you are out of balance due to missing accounts ***

Balance Sheet

As Of 04/30/2026

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	6,577,129.49	1,289,508.86	5,287,620.63
	Total GLCategory 010 - CASH-DEMAND DEPOSITS:	6,577,279.49	1,289,658.86	5,287,620.63
GLCategory: 020 - INVESTMENTS				
2-0215.00	INVESTMENT-O&M	3,134,408.17	2,026,415.36	1,107,992.81
2-0215.01	INVESTMENT-O&M	5,018,525.25	2,010,092.01	3,008,433.24
2-0215.02	INVESTMENT-O&M	2,640,458.33	2,538,935.98	101,522.35
2-0215.03	INVESTMENT-O&M	2,013,039.84	5,007,398.34	-2,994,358.50
2-0215.04	INVESTMENT-O&M	3,108,594.76	2,093,281.71	1,015,313.05
2-0215.05	INVESTMENT-O&M	2,001,293.05	0.00	2,001,293.05
2-0215.06	INVESTMENT-O&M	2,643,844.34	2,546,804.85	97,039.49
2-0215.10	INVESTMENT-O&M	0.00	2,093,281.71	-2,093,281.71
2-0215.30	INVESTMENT-O&M	0.00	2,093,281.68	-2,093,281.68
2-0215.34	INVESTMENT-O&M	2,000,000.00	2,000,000.00	0.00
	Total GLCategory 020 - INVESTMENTS:	22,560,163.74	22,409,491.64	150,672.10
GLCategory: 030 - ACCOUNTS RECEIVABLE				
2-0300.00	ACCTS REC-CUSTOMERS	1,954,955.33	1,597,690.45	357,264.88
2-0300.05	ACCTS REC-OTHER	69,408.04	88,028.51	-18,620.47
2-0300.06	ACCOUNTS RECEIVABLE-NONBILLED	0.00	6,891.70	-6,891.70
2-0300.15	ACCTS REC-UNBILLED REVENUE	843,800.00	816,000.00	27,800.00
2-0300.20	ALLOWANCE FOR BAD DEBTS	-417,664.34	-402,869.03	-14,795.31
	Total GLCategory 030 - ACCOUNTS RECEIVABLE:	2,450,499.03	2,105,741.63	344,757.40
GLCategory: 035 - DUE FROM OTHER FUNDS				
2-0350.01	DUE FROM WATER	460,486.89	11,314,438.10	-10,853,951.21
	Total GLCategory 035 - DUE FROM OTHER FUNDS:	460,486.89	11,314,438.10	-10,853,951.21
GLCategory: 040 - OTHER CURRENT ASSETS				
2-0400.00	ACCRUED INTEREST	72,000.00	82,000.00	-10,000.00
2-0400.05	PREPAID-WORKMANS COMP	38,287.44	25,709.28	12,578.16
2-0400.10	PREPAID-INSURANCE	17,802.18	19,844.79	-2,042.61
2-0400.15	PREPAID-MAINT CONTRACT	48,444.26	35,753.35	12,690.91
	Total GLCategory 040 - OTHER CURRENT ASSETS:	176,533.88	163,307.42	13,226.46
GLCategory: 050 - RESTRICTED FUNDS				
2-0501.00	DEPRECIATION MONEY FUND	463,473.80	186,507.46	276,966.34
2-0502.00	ACCESS/IMPACT FEES-SIMMONS	603,772.81	1,565,663.74	-961,890.93
2-0516.14	REGIONS BANK - DEBT - 2016	772,365.93	743,834.85	28,531.08
2-0524.14	ADFA - DEBT - 2024	1,647.37	697.87	949.50
	Total GLCategory 050 - RESTRICTED FUNDS:	1,841,259.91	2,496,703.92	-655,444.01
GLCategory: 060 - INVENTORY				
2-0600.00	INVENTORY	179,948.29	165,436.39	14,511.90
	Total GLCategory 060 - INVENTORY:	179,948.29	165,436.39	14,511.90
GLCategory: 080 - PROPERTY PLANT & EQUIPMENT				
2-0800.00	OFFICE EQUIPMENT	736,669.61	694,922.27	41,747.34
2-0800.01	VEHICLES	2,580,425.80	2,481,594.16	98,831.64
2-0800.02	SHOP EQUIPMENT & TOOLS	54,710.97	54,710.97	0.00
2-0800.03	FIELD EQUIPMENT	2,217,499.03	1,768,263.71	449,235.32
2-0800.04	COMMUNICATION EQUIPMENT	73,504.03	73,504.03	0.00
2-0800.08	WATER METERS	4,045,822.15	4,837,394.37	-791,572.22
2-0800.12	EASEMENTS	1,158,599.28	1,141,899.28	16,700.00
2-0800.13	STRUCTURES & PARKING LOT	2,227,428.66	2,138,007.85	89,420.81
2-0800.14	LAND	663,254.36	663,254.36	0.00
2-0800.16	SEWER SYSTEM	57,248,362.77	51,252,481.71	5,995,881.06
2-0800.17	BUILDING 2ND AND PECAN	11,186.38	11,186.38	0.00
2-0800.18	POLLUTION CONTROL FAC.	71,921,732.27	71,798,857.09	122,875.18

Balance Sheet

As Of 04/30/2026

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
2-0800.19	SEWER REHAB.	20,280,529.38	10,398,743.76	9,881,785.62
2-0800.20	CONTRIBUTED SEWER SYSTEM	59,679,656.06	57,201,911.41	2,477,744.65
2-0800.25	CONSTRUCTION IN PROGRESS	29,216,702.14	22,976,823.69	6,239,878.45
2-0800.50	ACCM DEPR-OFFICE EQUIPMENT	-546,595.21	-497,019.82	-49,575.39
2-0800.51	ACCM DEPR-VEHICLES	-1,540,741.45	-1,272,489.79	-268,251.66
2-0800.52	ACCM DEPR-SHOP EQUIP/TOOLS	-54,352.87	-53,638.41	-714.46
2-0800.53	ACCM DEPR-FIELD EQUIPMENT	-1,384,116.77	-1,261,663.75	-122,453.02
2-0800.54	ACCM DEPR-COMMUNICATION EQUIPME	-61,312.56	-61,643.13	330.57
2-0800.58	ACCM DEPR-WATER METERS	-1,363,287.08	-1,512,108.29	148,821.21
2-0800.63	ACCM DEPR-STRUCTURE/PARK	-1,656,105.21	-1,566,955.33	-89,149.88
2-0800.66	ACCM DEPR-SEWER SYSTEM	-22,929,801.41	-21,823,346.11	-1,106,455.30
2-0800.69	ACCM DEPR-BLDG 2ND PECAN	-11,186.38	-11,185.20	-1.18
2-0800.70	ACCM DEPR-POLL. CONTROL	-39,454,972.76	-36,680,384.98	-2,774,587.78
2-0800.71	ACCM DEPR-SEWER REHAB	-2,071,691.21	-1,685,088.01	-386,603.20
2-0800.80	ACCM DEPR-CONTRIBUTED SEWER SYSTEI	-15,301,544.07	-14,117,064.03	-1,184,480.04
Total GLCategory 080 - PROPERTY PLANT & EQUIPMENT:		165,740,375.91	146,950,968.19	18,789,407.72
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	-56,884.00	-36,808.00	-20,076.00
2-0810.52	ACCM AMORT-ROU SUBSCRIPTION ASSET	-849,202.00	-687,070.00	-162,132.00
Total GLCategory 081 - INTANGIBLE ASSETS:		289,076.00	471,284.00	-182,208.00
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**:		201,603,125.13	188,932,844.69	12,670,280.44
Total Assets:		201,603,125.13	188,932,844.69	12,670,280.44

Liability

** LIABILITIES & DEFERRED INFLOWS **				
GLCategory: 100 - ACCOUNTS PAYABLE				
2-1100.00	ACCOUNTS PAYABLE-TRADE	1,606,488.76	701,189.99	-905,298.77
2-1100.20	FEDERAL INC TAX WITHHELD	0.00	-584.97	-584.97
2-1100.21	FICA W/HELD	0.00	-1,401.44	-1,401.44
2-1100.30	STATE INC TAX WITHHELD	8,277.16	8,473.31	196.15
2-1109.01	MISC PAYROLL DEDUCTIONS	-2,446.70	-2,061.01	385.69
2-1109.02	DENTAL & SUPPLEMENTAL INS WITHHELD	-225.67	8,877.90	9,103.57
Total GLCategory 100 - ACCOUNTS PAYABLE:		1,612,093.55	714,493.78	-897,599.77
GLCategory: 120 - ACCRUED LIABILITIES				
2-1200.60	WAGES PAYABLE	134,322.40	111,928.19	-22,394.21
2-1200.65	ACCRUED VAC/SICK LEAVE	469,006.00	520,103.47	51,097.47
2-1200.80	SOFTWARE HOSTING ARRANGEMENT-CIT	0.00	-122.23	-122.23
2-1200.81	SOFTWARE HOSTING ARRANGEMENT-TYL	0.00	29,518.55	29,518.55
2-1200.82	ROU SUBSCRIPTION LIABILITY	153,137.00	230,845.00	77,708.00
2-1258.16	2016 BOND PREMIUM	331,784.70	442,379.58	110,594.88
2-1278.16	2016/2007 DEF. REFUNDING GAIN	115,841.98	154,456.30	38,614.32
2-1279.16	2016 PREPAID BOND INSURANCE	-4,602.21	-6,311.97	-1,709.76
2-1280.16	LONG-TERM BONDS - 2016	3,155,000.00	4,470,000.00	1,315,000.00
2-1280.24	LONG-TERM BONDS - 2024	18,062,508.70	3,290,680.45	-14,771,828.25
Total GLCategory 120 - ACCRUED LIABILITIES:		22,416,998.57	9,243,477.34	-13,173,521.23
GLCategory: 130 - OTHER LIABILITIES				
2-1101.02	FSA WITHHOLDING	0.00	189.30	189.30
2-1300.01	ACCESS/IMPACT FEES	234,440.00	182,800.00	-51,640.00
2-1300.02	ARO DEPOSITS-UB	325.00	1,100.00	775.00
Total GLCategory 130 - OTHER LIABILITIES:		234,765.00	184,089.30	-50,675.70

Balance Sheet

As Of 04/30/2026

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
GLCategory: 135 - DUE TO OTHER FUNDS				
2-1350.01	DUE TO WATER	0.00	11,134,004.37	11,134,004.37
Total GLCategory 135 - DUE TO OTHER FUNDS:		0.00	11,134,004.37	11,134,004.37
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 **:		28,017,112.46	25,016,463.23	-3,000,649.23
Total Liability:		28,017,112.46	25,016,463.23	-3,000,649.23
Equity				
** EQUITY **				
GLCategory: 200 - FUND BALANCE				
2-1900.00	CONTRIBUTED SURPLUS	62,539,521.03	64,204,558.36	-1,665,037.33
2-1900.05	EARNED SURPLUS	72,452,821.60	72,452,821.60	0.00
2-2000.00	FUND BALANCE	29,523,513.49	19,291,792.69	10,231,720.80
Total GLCategory 200 - FUND BALANCE:		164,515,856.12	155,949,172.65	8,566,683.47
Total ** EQUITY **:		164,515,856.12	155,949,172.65	8,566,683.47
Total Beginning Equity:		164,515,856.12	155,949,172.65	8,566,683.47
Total Revenue		22,879,833.80	20,491,743.04	2,388,090.76
Total Expense		13,809,677.25	12,512,432.34	-1,297,244.91
Revenues Over/(Under) Expenses		9,070,156.55	7,979,310.70	1,090,845.85
Total Equity and Current Surplus (Deficit):		173,586,012.67	163,928,483.35	9,657,529.32
Total Liabilities, Equity and Current Surplus (Deficit):		201,603,125.13	188,944,946.58	12,658,178.55

***Warning: Account Authorization is turned on. Please run the Unauthorized Account Listing Report to see if you are out of balance due to missing accounts ***

**WATER CASH RECEIPTS
APR 2026**

CASH RECEIPTS	\$1,329,634.35
ACCTS RECEIVABLE OTHER	\$173,724.68
METER DEPOSITS	\$7,135.00
LATE FEES AND CHARGES	\$42,008.96
NEW CUSTOMER FEES	\$5,579.14
MISCELLANEOUS	\$9,736.16
UNAPPLIED CREDITS	\$1,582.59
TRASH	\$455,194.98
DEPRECIATION	\$69,897.46
TOTAL	<u><u>\$2,094,493.32</u></u>

REVENUE BILLED APR 2026		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$733,814.28	28,811	117,527,100
RESIDENTIAL IRRIG	\$85,144.75	5,757	9,927,300
COMMERCIAL	\$398,132.80	3,371	80,325,900
INDUSTRIAL	\$170,038.40	48	45,387,400
HYDRANTS	\$1,205.00		
FIRE LINES	\$13,640.00		
ARO	\$391,276.52		107,029,178
LATE FEES AND CHARGES	\$36,142.16		
SERVICE CHARGE	\$20,010.00		
NEW CUSTOMER FEES	\$5,875.00		
TOTAL	<u><u>\$1,855,278.91</u></u>	<u><u>37,987</u></u>	<u><u>360,196,878</u></u>

REVENUE BILLED APR 2025

RESIDENTIAL	\$644,845.66	28,544	108,351,600
RESIDENTIAL IRRIG	\$62,233.47	5,543	6,110,600
COMMERCIAL	\$380,960.53	3,277	73,926,000
INDUSTRIAL	\$145,673.65	48	40,400,000
HYDRANTS	\$1,213.58		
FIRE LINES	\$11,680.00		
ARO	\$103,433.54		659,762
LATE FEES AND CHARGES	\$26,581.38		
SERVICE CHARGE	\$19,315.00		
NEW CUSTOMER FEES	\$6,400.00		
TOTAL	<u><u>\$1,402,336.81</u></u>	<u><u>37,412</u></u>	<u><u>229,447,962</u></u>

INCREASE (DECREASE)	\$452,942.10	575	130,748,916
CHANGE FROM 2025	32.3%	1.5%	57.0%

RESIDENTIAL	13.8%	0.9%	8.5%
RESIDENTIAL IRRIG	36.8%	3.9%	62.5%
COMMERCIAL	4.5%	2.9%	8.7%
INDUSTRIAL	16.7%	0.0%	12.3%
<u>RES/COMM/IND</u>	<u>12.4%</u>	<u>1.5%</u>	<u>10.7%</u>

ARO	278.3%		16122.4%
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PURCHASE FROM BEAVER WATER DISTRICT

APR 2026*		\$736,992.62	404,941,000
APR 2025		\$452,830.52	271,156,000

*Includes \$192,841 (105,956,800 gallons) billed to City of Bentonville.

CITY OF ROGERS METERED CONSUMPTION

APR 2026	5,455,400
APR 2025	3,297,700

**SEWER CASH RECEIPTS
APR 2026**

CASH RECEIPTS	\$1,602,232.90
ACCTS RECEIVABLE OTHER	\$245,391.43
LATE FEES AND CHARGES	\$49,500.21
NEW CUSTOMER FEES	\$6,390.00
MISCELLANEOUS	\$935.64
DEPRECIATION	\$84,328.05
	<u>\$1,988,778.23</u>

O&M	\$1,904,450.18
DEPRECIATION	\$84,328.05
	<u>\$1,988,778.23</u>

REVENUE BILLED APR 2026		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$1,116,235.24	24,739	101,037,600
COMMERCIAL	\$414,200.59	2,207	58,672,500
INDUSTRIAL	\$274,188.31	34	42,989,200
ARO	\$251,756.01		
LATE FEES AND CHARGES	\$44,910.14		
NEW CUSTOMER FEES	\$6,540.00		
TOTAL	<u>\$2,107,830.29</u>	<u>26,980</u>	<u>202,699,300</u>

REVENUE BILLED APR 2025		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$909,530.92	24,471	93,045,000
COMMERCIAL	\$341,953.53	2,143	55,551,600
INDUSTRIAL	\$215,451.73	34	38,836,300
ARO	\$183,331.24		
LATE FEES AND CHARGES	\$26,559.26		
NEW CUSTOMER FEES	\$7,200.00		
TOTAL	<u>\$1,684,026.68</u>	<u>26,648</u>	<u>187,432,900</u>

INCREASE (DECREASE)	\$423,803.61	332	15,266,400
CHANGE FROM 2025	25.2%	1.2%	8.1%

RESIDENTIAL	22.7%	1.1%	8.6%
COMMERCIAL	21.1%	3.0%	5.6%
INDUSTRIAL	27.3%	0.0%	10.7%
RES/COMM/IND	23.0%	1.2%	8.1%

ARO	37.3%
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**ROGERS WATER UTILITIES
SCHEDULE OF FUNDS
Apr 30, 2026**

	UNRESTRICTED	RESTRICTED					TOTAL RESTRICTED	GRAND TOTAL	APR 2025			Variance
		Meter Deposits	Debt Reserve	Access/ Impact Fees	Depreciation				UNRESTRICTED	TOTAL RESTRICTED	GRAND TOTAL	
WATER												
Petty Cash	\$ 2,125					\$ -	\$ 2,125	\$ 1,625	\$ 1,625	\$ 500		
Checking-AP Payroll	189,218					-	189,218	57,754	57,754	131,464		
Checking-CC Acct at FNB	612,192					-	612,192	1,218,517	1,218,517	(606,325)		
Savings-Utility Money Fund	9,480,502					-	9,480,502	8,174,462	8,174,462	1,306,040		
Savings-Depr Money Fund					520,691	520,691	520,691		216,814	216,814	303,877	
Savings-O&M Money Fund	118,155					-	118,155	616,879	616,879	(498,724)		
Access/Impact Fees-Simmons				348,203		348,203	348,203		1,000,255	1,000,255	(652,052)	
Investments-CD's	17,505,743	1,442,761				-	1,442,761	15,539,348	1,382,829	16,922,177	2,026,327	
Checking-Meter Deposits		189,163					189,163		111,317	111,317	77,846	
Regions Bank-2012 Bonds	-		496,258				496,258		474,623	474,623	21,634	
Regions Bank-2016 Bonds	-		280,004				280,004		269,792	269,792	10,211	
TOTAL WATER	\$ 27,907,934	\$ 1,631,924	\$ 776,261	\$ 348,203	\$ 520,691	\$ 3,277,080	\$ 31,185,014	\$ 25,608,584	\$ 3,455,630	\$ 29,064,214	2,120,800	
Minimum Reserves	43.3% 12,086,000	1,537,161	-	-	-	1,537,161	13,623,161			12,155,896		
Total Above Minimums	56.7% \$ 15,821,934	\$ 94,763	\$ 776,261	\$ 348,203	\$ 520,691	\$ 1,739,919	\$ 17,561,853			\$ 16,908,318		
SEWER												
Petty Cash	\$ 150					\$ -	\$ 150	\$ 150	\$ 150	\$ -		
Savings-Depr Money Fund					463,474	463,474	463,474		186,507	186,507	276,966	
Savings-O&M Money Fund	6,577,129					-	6,577,129	1,289,509	1,289,509	5,287,621		
Access/Impact Fees-Simmons				603,773		603,773	603,773		1,565,664	1,565,664	(961,891)	
Investments-CD's	22,560,164					-	22,560,164	22,409,492	-	22,409,492	150,672	
ADFA-2024 Bond			1,647				1,647		698	698	950	
Regions Bank-2016 Bonds			772,366				772,366		743,835	743,835	28,531	
TOTAL SEWER	\$ 29,137,443	\$ -	\$ 774,013	\$ 603,773	\$ 463,474	\$ 1,841,260	\$ 30,978,703	\$ 23,699,151	\$ 2,496,704	\$ 26,195,854	4,782,849	
Minimum Reserves	32.0% 9,334,000	-	-	-	-	-	9,334,000			9,049,000		
Total Above Minimums	68.0% \$ 19,803,443	\$ -	\$ 774,013	\$ 603,773	\$ 463,474	\$ 1,841,260	\$ 21,644,703			\$ 17,146,854		
GRAND TOTAL	\$ 57,045,378	\$ 1,631,924	\$ 1,550,274	\$ 951,976	\$ 984,165	\$ 5,118,340	\$ 62,163,717	\$ 49,307,735	\$ 5,952,334	\$ 55,260,069	6,903,648	

PURCHASED WATER UNACCOUNTED FOR

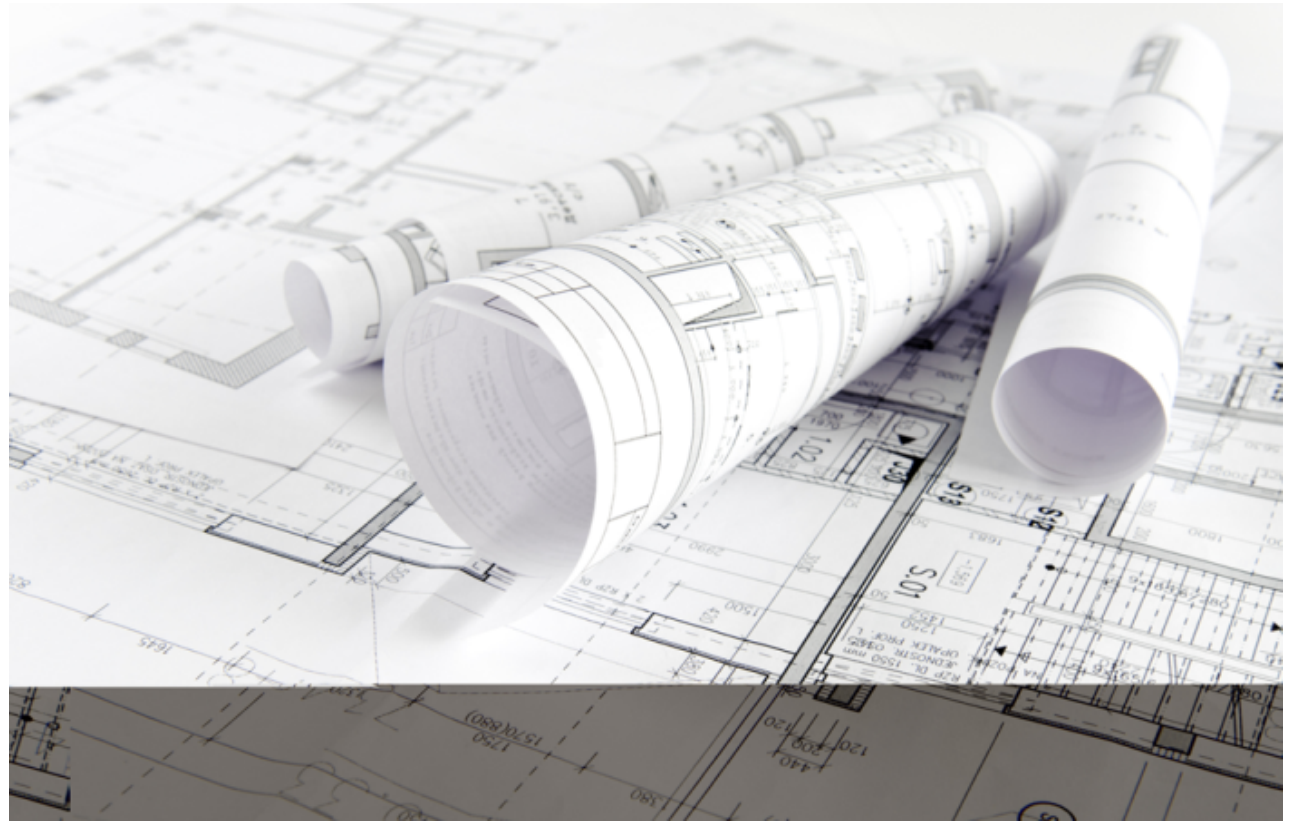
MONTH YEAR	PURCHASED WATER UNACCOUNTED FOR			HYDRANT	WATER	ARO	MISC	TOTAL	PURCHASED	MONTHLY	LAST 12 MOS	LAST 12 MOS	12-MO
	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	MTR RENTAL	LINE BREAK	BILLED				UNACCOUNTED	TOTAL	PURCHASED	ROLLING AVG
	GALLONS	GALLONS	GALLONS	GALLONS	GALLONS	METERED	USAGE	GALLONS	GALLONS	FOR WATER	GALLONS	GALLONS	UNACCOUNTED
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	13.6%	3,792,118,692	4,045,555,000	6.3%
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	3.5%	3,779,310,440	4,029,149,000	6.2%
MAR 25	109,893,700	66,300,200	39,158,600	376,600	-	219,309	6,442,733	222,391,142	262,923,000	15.4%	3,791,259,107	4,038,158,000	6.1%
APR 25	114,462,200	73,926,000	40,400,000	566,200	-	93,562	3,001,061	232,449,023	271,156,000	14.3%	3,675,404,379	3,918,573,000	6.2%
MAY 25	134,734,000	80,683,600	41,017,700	1,228,500	-	184,697	3,781,490	261,629,987	313,137,000	16.4%	3,662,422,026	3,925,291,000	6.7%
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	15.4%	3,619,924,098	3,884,432,000	6.8%
JUL 25	173,091,502	106,414,000	46,920,700	928,203	1,500	215,602	2,826,779	330,398,286	410,296,000	19.5%	3,588,736,771	3,871,668,000	7.3%
AUG 25	221,702,400	129,986,500	54,894,300	714,800	85,102	34,509	1,684,329	409,101,940	436,931,000	6.4%	3,580,409,911	3,868,354,000	7.4%
SEP 25	201,749,100	132,567,100	50,939,900	1,348,000	-	51,603	1,401,366	388,057,069	372,870,000	-4.1%	3,572,902,103	3,841,756,000	7.0%
OCT 25	168,803,700	114,640,500	48,183,000	624,300	24,000	171,512	2,559,494	335,006,506	350,184,000	4.3%	3,514,520,245	3,794,451,000	7.4%
NOV 25	135,456,100	94,375,400	48,392,400	742,200	8,865	57,774	1,377,603	280,410,342	267,592,000	-4.8%	3,457,445,330	3,786,723,000	8.7%
DEC 25	115,719,700	74,905,100	43,020,900	434,300	1,000	89,945	2,580,551	236,751,496	264,077,000	10.3%	3,441,082,776	3,790,443,000	9.2%
JAN 26	115,831,600	70,500,100	39,455,200	326,800	277,884	165,837	4,024,570	230,581,991	270,168,000	14.7%	3,441,012,182	3,793,601,000	9.3%
FEB 26	117,918,000	75,261,100	38,194,600	420,400	14,244	68,043	14,965,397	246,841,784	254,277,000	2.9%	3,458,623,180	3,810,432,000	9.2%
MAR 26	106,988,700	82,380,100	43,354,400	375,300	-	34,406	1,633,111	234,766,017	276,189,000	15.0%	3,470,998,055	3,823,698,000	9.2%
APR 26	127,454,400	80,325,900	45,387,400	853,603	93,700	106,081,875	927,045	361,123,923	404,941,000	10.8%	3,599,672,955	3,957,483,000	9.0%
MAY 26								-	-				
JUN 26								-	-				
JUL 26								-	-				
AUG 26								-	-				
SEP 26								-	-				
OCT 26								-	-				
NOV 26								-	-				
DEC 26								-	-				

ANNUAL TOTALS

1996	1,033,147,700	378,946,600	646,243,600				40,833,456	2,099,171,356	2,374,167,000	11.6%			
1997	1,017,742,400	335,996,200	695,610,300				68,958,900	2,118,307,800	2,388,301,000	11.3%			
1998	1,177,425,800	346,184,000	694,663,700				68,430,958	2,286,704,458	2,519,861,000	9.3%			
1999	1,165,475,900	370,893,600	627,120,700				45,076,413	2,208,566,613	2,485,559,000	11.1%			
2000	1,194,969,900	390,911,800	574,602,400				58,711,543	2,219,195,643	2,493,792,000	11.0%			
2001	1,202,600,800	403,707,700	579,445,500				51,102,682	2,236,856,682	2,503,182,000	10.6%			
2002	1,233,191,500	441,953,900	613,014,500				80,165,443	2,368,325,343	2,622,997,000	9.7%			
2003	1,277,794,600	495,897,700	601,934,800				68,067,878	2,443,694,978	2,749,160,000	11.1%			
2004	1,274,534,100	499,435,200	608,668,100				93,809,002	2,476,446,402	2,772,906,000	10.7%			
2005	1,422,636,600	558,104,400	602,642,000				126,300,558	2,709,683,558	3,022,519,000	10.4%			
2006	1,499,064,700	617,313,100	596,850,100				144,167,033	2,857,394,933	3,178,011,000	10.1%			
2007	1,383,481,700	622,496,900	599,424,900				176,409,977	2,781,813,477	3,109,083,000	10.5%			
2008	1,273,620,400	594,752,700	603,791,900				152,922,688	2,625,087,688	2,953,139,000	11.1%			
2009	1,315,205,700	580,440,100	521,371,600				135,666,469	2,552,683,869	2,787,670,000	8.4%			
2010	1,443,799,600	638,199,600	516,194,000				96,577,502	2,694,770,702	3,022,614,000	10.8%			
2011	1,517,844,800	663,668,200	530,469,800				78,272,859	2,790,255,659	3,127,474,000	10.8%			
2012	1,688,130,600	760,644,700	491,108,500				99,329,864	3,039,213,664	3,355,086,000	9.4%			
2013	1,494,327,200	702,752,000	431,137,100				94,617,419	2,722,833,719	3,102,856,000	12.2%			
2014	1,480,643,800	698,320,800	397,758,200				75,320,430	2,652,043,230	3,043,700,000	12.9%			
2015	1,501,611,900	688,970,600	383,107,000				83,742,677	2,657,432,177	3,124,838,000	15.0%			
2016	1,505,181,300	740,265,900	415,037,400				85,587,177	2,746,071,777	3,256,967,000	15.7%			
2017	1,535,436,100	813,428,400	437,697,600				76,968,233	2,863,530,333	3,369,048,000	15.0%			
2018	1,624,960,900	836,002,900	413,984,900				105,889,347	2,980,838,047	3,521,110,000	15.3%			
2019	1,486,422,600	806,846,600	423,280,300				153,815,217	2,870,364,717	3,439,437,700	16.5%			
2020	1,713,595,800	820,770,600	434,621,800				104,783,943	3,073,772,143	3,645,564,000	15.7%			
2021	1,695,648,100	887,558,800	472,881,100				397,111,756	3,453,199,756	3,927,080,000	12.1%			
2022	1,820,144,761	988,664,100	491,817,500				278,664,535	3,579,290,896	3,902,219,000	8.3%			
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	5.9%			
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	6.4%			
2025	1,752,317,360	1,103,154,200	535,465,100	8,050,543	234,322	1,385,752	40,475,499	3,441,082,776	3,790,443,000	9.2%			
2026 YTD	468,192,700	308,467,200	166,391,600	1,976,103	385,828	106,350,161	21,550,123	1,073,313,715	1,205,575,000	11.0%			

Engineering Report

Brian Sartain, Utility Engineer
5/18/26



Chateau Sewer Main Construction

- The pre-construction meeting with the contractor was held on 5/14. The contractor had already performed site reconnaissance attempting to identify and head off any potential issues or conflicts.
- RWU staff has spoken directly to homeowners that will be most impacted (i.e. backyard work)
- Notices were left for other properties nearby who may be impacted with this project. Notices include tentative construction schedule, what to expect, references to our GIS website, and staff contact information.
- The contractor will continue to verify existing utility locations this week and construction is scheduled to begin May 25th.



Public GIS Map Showing Proposed Improvements

RPCF Solids Handling

Dryer assembly continues, along with exterior elevated tubular drag conveyance platforms, building HVAC, plumbing, electrical, and site paving. The new septage receiving station was also installed. We're still waiting on a few pieces and parts of the dryer / boiler components which is of concern, but has not yet affected the overall project schedule.

RWU requested some simple, low-cost options to “dress up” the large sheet metal wall facing Rainbow Rd. CHC and the design team collaborated on the design below using perforated aluminum panels to break up the large wall and add architectural interest:



West Face of Existing Building



Proposed Rendering

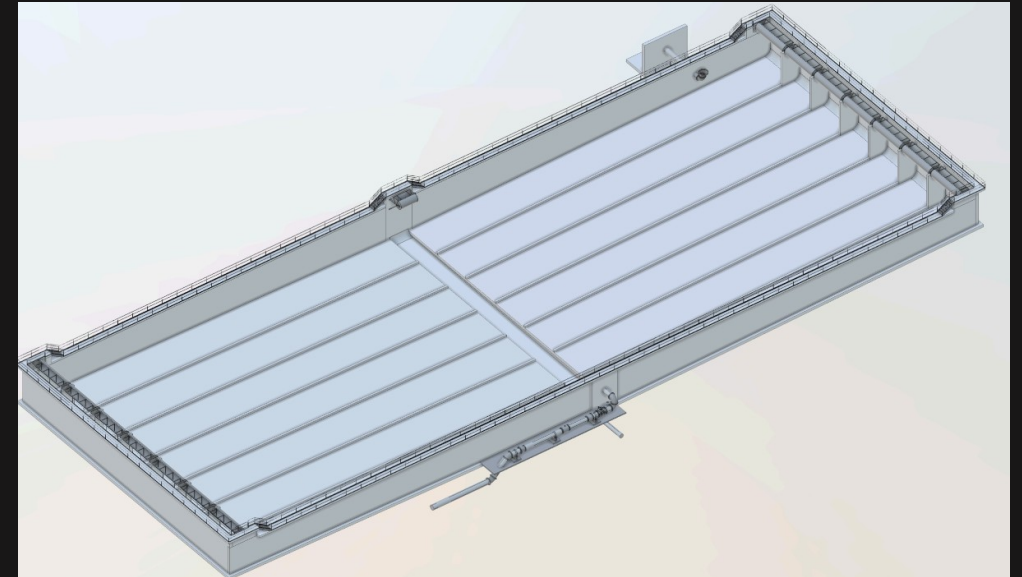


RPCF Improvements Design Status

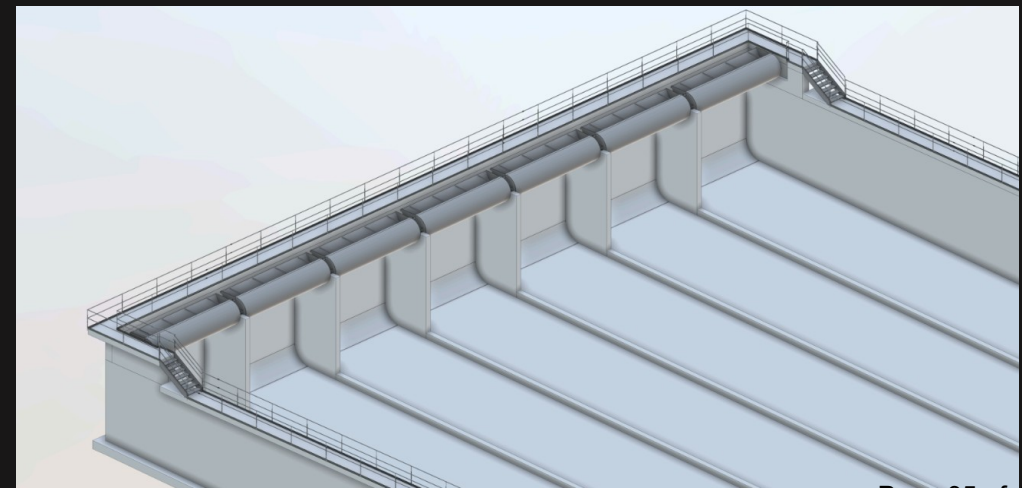
The last couple of months have mainly been focused on data collection (survey, geotechnical, process equipment research, etc.) but Freese & Nichols has made good headway on some preliminary design elements. Our staff is also in the process of odor sampling and UV Transmittance sampling at the filter effluent channel to provide a design basis to FNI.

Package 1 – Peak Flow Basin / Hydraulic Improvements is scheduled to begin construction in the first quarter of 2027. With a 6 month review period for ADEQ, the design team is working quickly to complete a Package 1 regulatory review set by early August to keep us on-track.

Package 2 – Preliminary / Tertiary / Disinfection Improvements will begin construction in late 2027. The regulatory review set of plans for this portion of the project is scheduled to be completed in February / March of 2027, roughly coinciding with the start of construction for Package 1.



Self-cleaning EQ Basin design with integrated flushing lanes and tipping buckets





Project Status

Pre-Design / Concept

- RWU Field Operations Facility
- Arkansas St. Waterline Extension
- Hwy 94N Waterline Improvements
- Water Master Plan Update

In Design

- Walnut St. Sewer Main Extension – 1st to 2nd St.
- Aerial Sewer Main Stream Crossing
- Mt. Hebron Interconnection / Metering Station
- RPCF Capacity Improvement Project
- Sewer Model Update
- Veterans Park / Beacon Cir. Sewer Improvements
- ArDOT – Hwy 112 Widening
- Western Corridor Water Transmission Main
- Blossom Way Sewer (Pauline Whitaker to Dixieland)
- Blossom Way Trib 2 Sewer Improvements
- SCADA Redeployment

Out to Bid

- None

Bids Received

- 8th & Hudson Waterline Loop – Highway Bore

Under Construction

- Sanitary Sewer Improvements – Chateau Dr. to 24th St.
- Hwy 12 E Waterline Replacement
- Blossom Way Sewer Emergency Repairs
- Sewer Flow Meters
- Large meter vault rehabilitation
- RPCF Solids Handling Ph.II
- 2025 CIPP Sewer Rehab
- S. 4th St. Water & Sewer Improvements
- Blossom Way Sewer Lining (Emergency Repair)

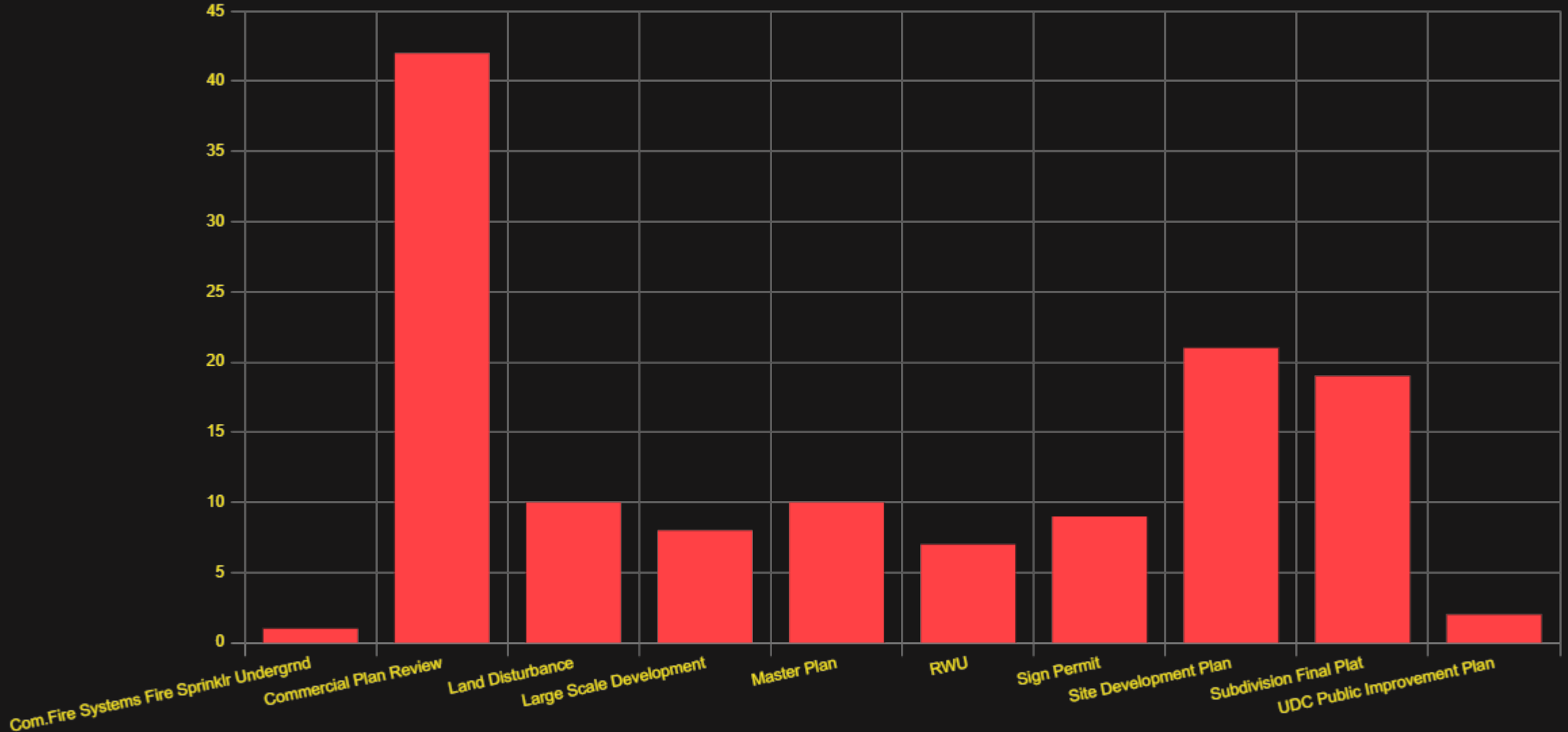
Completed

- S. 12th St. Sewer Main Extension



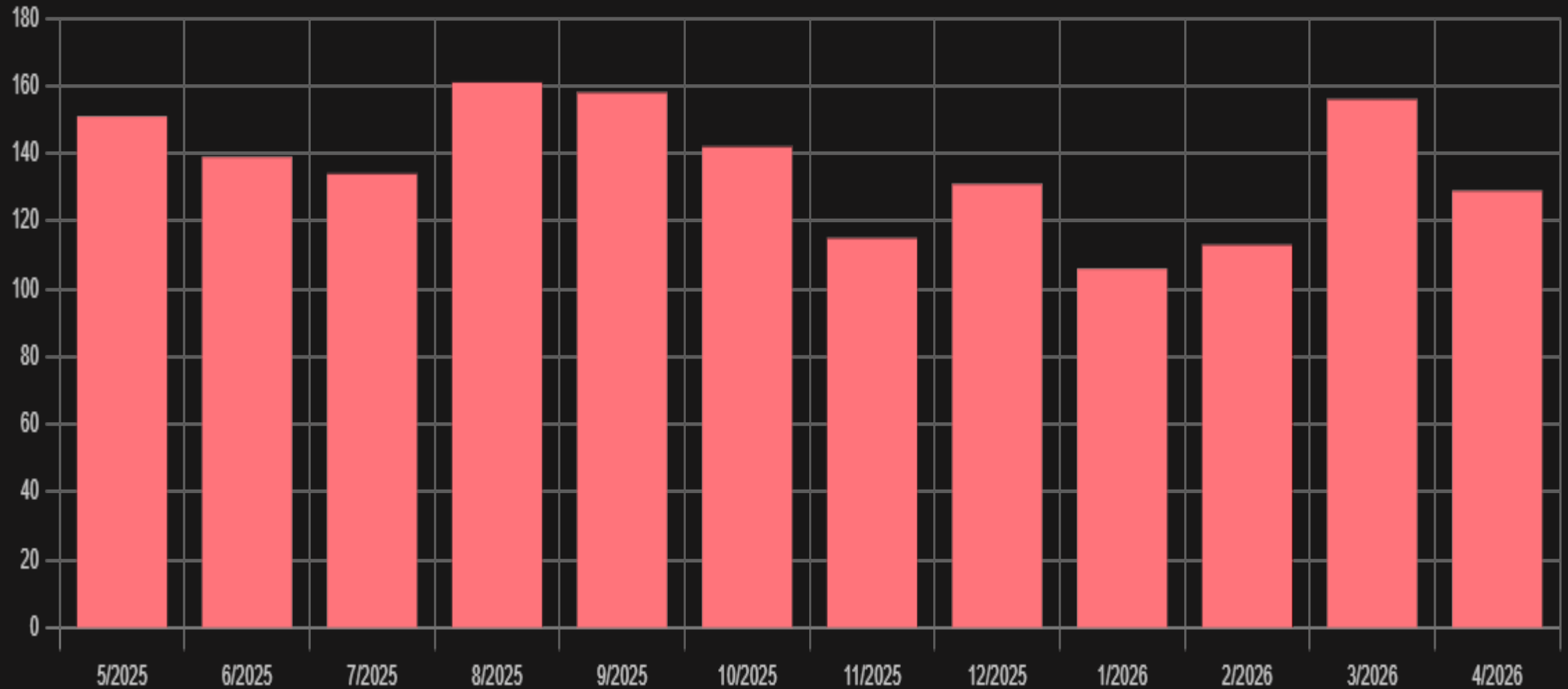
Development Plans – April 2026

Engineering staff reviewed a total of 129 sets of plans.





Development Plan Review Trends – April 2026



Completed RWU Reviews Detail for April, 2026

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	520 W Poplar Commercial Plan Review	520 W POPLAR ST	4/1/2026 9:40:37AM
Commercial Plan Review	Posh Pilates -White box for #103	2530 S Pinnacle Hills Pkwy #103	4/1/2026 11:38:24AM
Commercial Plan Review	PITCHING ACADEMY	2420 S 8th St #104	4/1/2026 1:18:50PM
Commercial Plan Review	Las Palmas	200 W POPLAR ST	4/2/2026 8:33:18AM
Commercial Plan Review	Wingstop - Rogers	1771 W PLEASANT GROVE RD #102	4/2/2026 9:34:19AM
Commercial Plan Review	Home Depot 8445 Rogers Arkansas Tool Rental Center Remod	1701 S 46th St	4/3/2026 9:13:05AM
Commercial Plan Review	United Industries	1603 N 35TH ST	4/3/2026 3:54:54PM
Commercial Plan Review	Garman TI	2109 S 31st St #101	4/3/2026 3:58:57PM
Commercial Plan Review	Poplar Mancia	803 W POPLAR ST	4/6/2026 3:46:52PM
Commercial Plan Review	Bonner Addition	402 S METRO PKWY	4/6/2026 4:06:30PM
Commercial Plan Review	5211 Village Parkway Renovation	5211 W Village Pkwy	4/10/2026 10:18:56AM
Commercial Plan Review	So Fresh Restaurant	5505 W Northgate Rd #110	4/7/2026 9:39:53AM
Commercial Plan Review	Vista Summit EV Chargers Parking Garage	1801 S 46th St	4/7/2026 2:28:31PM
Commercial Plan Review	Barnes Job	2600 W Hudson Rd	4/7/2026 2:53:24PM
Commercial Plan Review	RCM Tenant Infill	4206 S JB HUNT DR #120	4/8/2026 9:23:20AM
Commercial Plan Review	3-0415 McDonald's Plan Review	1609 W New Hope Rd	4/8/2026 4:30:22PM
Commercial Plan Review	Salon 54	1800 S 52nd St #101	4/14/2026 8:09:46AM
Commercial Plan Review	The Think Tank - TI	2111 S 31st St #105	4/9/2026 11:57:33AM
Commercial Plan Review	Farmers Insurance	303 N 3RD ST	4/10/2026 10:05:25AM
Commercial Plan Review	Gorditos Resaurant	1724 S 8TH ST #101	4/13/2026 8:54:08AM
Commercial Plan Review	Posh Pilates -White box for #103	2530 S Pinnacle Hills Pkwy #103	4/13/2026 11:35:05AM
Commercial Plan Review	White Box for Suite 104	2530 S PINNACLE HILLS PKWY #104	4/15/2026 10:42:54AM
Commercial Plan Review	Michael Shrock	2003 W Town West Dr	4/16/2026 12:39:52PM
Commercial Plan Review	520 W Poplar Commercial Plan Review	520 W POPLAR ST	4/14/2026 2:07:59PM
Commercial Plan Review	PITCHING ACADEMY	2420 S 8th St #104	4/17/2026 2:21:02PM
Commercial Plan Review	Bonner Addition	402 S METRO PKWY	4/16/2026 9:08:11AM
Commercial Plan Review	Elite Entries TI	6361 S Oldridge Pl #104	4/17/2026 7:59:08AM
Commercial Plan Review	Tiny Fins	529 N 46TH ST #A	4/16/2026 3:24:39PM
Commercial Plan Review	5211 Village Parkway Renovation	5211 W Village Pkwy	4/17/2026 9:28:12AM
Commercial Plan Review	700 N 13th Ste #C	700 N 13th St #C	4/17/2026 3:25:17PM
Commercial Plan Review	Rogers Walmart Automation Remodel	5000 W Pauline Whitaker Pkwy	4/20/2026 9:20:49AM
Commercial Plan Review	Hollister	2203 S Promenade Blvd Ste 5100	4/20/2026 11:13:50AM
Commercial Plan Review	Walnut Commons	202 S 24th St	4/23/2026 8:58:42AM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	operations@nwaproclad.com	300 S 8th St	4/21/2026 1:28:17PM
Commercial Plan Review	Serotonin TI	1803 S 46th St #136	4/23/2026 8:24:16AM
Commercial Plan Review	ARBRA Clinic and OBS	901 S PROMENADE BLVD #107	4/29/2026 11:18:47AM
Commercial Plan Review	559 n 13th	559 N 13TH ST	4/29/2026 10:57:21AM
Commercial Plan Review	Poplar Mancia	803 W POPLAR ST	4/29/2026 11:40:20AM
Commercial Plan Review	operations@nwaproclad.com	300 S 8th St	4/29/2026 2:49:34PM
Commercial Plan Review	Gorditos Resaurant	1724 S 8TH ST #101	4/30/2026 3:30:35PM
Commercial Plan Review	Eskay Office TI	2101 S 31st St #104	4/30/2026 3:37:49PM
Site Development Plan	3505 S 55th St	3505 S 55TH ST	4/3/2026 8:35:53AM
Site Development Plan	West Oak Development	4505 W OAK ST	4/3/2026 2:28:29PM
Site Development Plan	ROG Hangar Apron	1029 W HAPPY TRAILS DR	4/8/2026 1:29:04PM
Site Development Plan	MANA Health Addition	3730 S PINNACLE HILLS PKWY	4/9/2026 4:18:51PM
Site Development Plan	Mobius Learning Academy	5537 S BELLVIEW RD	4/7/2026 4:31:11PM
Site Development Plan	Mulberry Development PIP	415 W MULBERRY ST, ROGERS, ROGERS	4/6/2026 4:12:25PM
Site Development Plan	Rogers Facilities Maintenance Building	2300 N ARKANSAS ST	4/9/2026 4:09:06PM
Site Development Plan	28th and Olive Development (Lanning)	2729 W. Olive Street	4/10/2026 3:45:43PM
Site Development Plan	Humane Society Spay & Neuter Clinic	405 E Nursery Rd, Rogers, AR 72758	4/10/2026 3:28:50PM
Site Development Plan	CrossFit NWA	3207 W ARAPAHO DR	4/10/2026 11:48:10AM
Site Development Plan	Massco Dental Expansion	1506 N 2ND ST	4/16/2026 9:46:09AM
Site Development Plan	Synchros Coffee	W New Hope Road, Parcel Number 02-13147-000	4/17/2026 11:47:06AM
Site Development Plan	Carbon Hill	504 S B ST	4/17/2026 9:39:34AM
Site Development Plan	Prestwick	2430 S 26TH ST	4/20/2026 3:52:07PM
Site Development Plan	McDonalds - 30415 SDP	1607 W NEW HOPE RD	4/27/2026 1:47:40PM
Site Development Plan	Froud Warehouse	W Bekaert Dr	4/23/2026 3:18:42PM
Site Development Plan	Trails on Walnut	02-00861-011	4/24/2026 11:04:20AM
Site Development Plan	Mulberry Development PIP	415 W MULBERRY ST, ROGERS, ROGERS	4/28/2026 9:05:33AM
Site Development Plan	MANA Health Addition	3730 S PINNACLE HILLS PKWY	4/29/2026 4:27:03PM
Site Development Plan	Herren Meadows Public Improvement Plan	6303 W SHORES AVE	4/30/2026 3:21:01PM
Site Development Plan	3505 S 55th St	3505 S 55TH ST	4/24/2026 3:40:09PM
Subdivision Final Plat	Lot Split_Pinnacle Springs_Lot 17	1801 S 46TH ST	4/3/2026 8:17:11AM
Subdivision Final Plat	East Pearl Street Lot Splits	523 E PEARL ST	4/3/2026 10:16:04AM
Subdivision Final Plat	701 S. Brookside Ct. Setback and ESMT Plat	701 S BROOKSIDE CT	4/1/2026 10:26:42AM
Subdivision Final Plat	William & Erin Gingles Lot Line Adjustment	641 N E ST	4/1/2026 1:39:42PM
Subdivision Final Plat	Paige Fadden Easement Release	6913 west balmoral drive	4/2/2026 4:04:00PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Subdivision Final Plat	Mendez-Anderson Final Plat	1029 S B ST	4/10/2026 8:01:20AM
Subdivision Final Plat	Brandl Champions LLA	26 S MISSION HILLS CIR	4/2/2026 9:19:45AM
Subdivision Final Plat	Mulberry Development Lot Split	415 W MULBERRY ST	4/16/2026 8:03:14AM
Subdivision Final Plat	Kristene Nelson Property Line Adjustment	3501 S POPE RD	4/15/2026 7:43:20AM
Subdivision Final Plat	Arch & Craft Lot Split	1112 W POPLAR ST	4/10/2026 8:10:55AM
Subdivision Final Plat	4th Street Townhomes Final Plat	921 S 4TH ST	4/20/2026 9:22:26AM
Subdivision Final Plat	Patrick Sbarra Property Line Adjustment	633 e sky mountain drive	4/10/2026 10:00:38AM
Subdivision Final Plat	Paige Fadden Easement Release	6913 west balmoral drive	4/22/2026 11:07:59AM
Subdivision Final Plat	Jeffrey & Melissa Allen Lot Split	710 S 6TH ST	4/22/2026 11:15:09AM
Subdivision Final Plat	3219 W. Seneca Rd	3219 W SENECA RD	4/22/2026 12:50:07PM
Subdivision Final Plat	Southern Hills Business Park Easement Plat	3709 W SOUTHERN HILLS BLVD	4/24/2026 3:47:31PM
Subdivision Final Plat	26-1106 Diaz Lot Combo (Nunez)	1014 S J ST	4/23/2026 1:33:29PM
Subdivision Final Plat	McDonalds New Hope Easement Plat	1609 W NEW HOPE RD	4/22/2026 2:07:41PM
Subdivision Final Plat	28 W Champions ER	28 W CHAMPIONS BLVD	4/23/2026 1:43:05PM
Land Disturbance	floodplain	917 W WALNUT ST	4/3/2026 8:36:57AM
Land Disturbance	Park 5 - Lot 18	5809 S 65th St	4/2/2026 8:39:18AM
Land Disturbance	New Heights Church Grading Permit	2125	4/17/2026 3:21:06PM
Land Disturbance	ROG Hangar Apron Construction	1034 W HAPPY TRAILS DR	4/20/2026 11:01:01AM
Land Disturbance	rbarker@bblbuildingco.com	4030 W LANGMEAD DR	4/21/2026 1:21:06PM
Land Disturbance	rbarker@bblbuildingco.com	4104 W LANGMEAD DR	4/21/2026 1:22:09PM
Land Disturbance	rbarker@bblbuildingco.com	4100 W LANGMEAD DR	4/21/2026 1:22:45PM
Land Disturbance	rbarker@bblbuildingco.com	4108 W LANGMEAD DR	4/21/2026 1:23:38PM
Land Disturbance	APT102	2120 S DIXIELAND RD #102	4/29/2026 8:32:44AM
Land Disturbance	415 W. Mulberry Street Development	415 W MULBERRY ST, ROGERS, ROGERS	4/30/2026 3:24:26PM
Master Plan	24th St Tiny Homes	N 24th St	4/3/2026 1:35:16PM
Master Plan	Bellview Development	5320 S BELLVIEW RD	4/7/2026 9:17:09AM
Master Plan	701 W Hudson Rd - Master Plan	701 W HUDSON RD	4/3/2026 1:58:46PM
Master Plan	Pier 6 Master Plan	Parcel 02-02087-480	4/3/2026 2:13:35PM
Master Plan	Dowers Subdivision Master Plan	3880 S OLD WIRE RD	4/15/2026 8:54:20AM
Master Plan	Bellview Development	5320 S BELLVIEW RD	4/17/2026 4:31:41PM
Master Plan	Argento at Venture Park	5972 W VENTURE PARK BLVD	4/15/2026 9:33:55AM
Master Plan	Prestwick	2430 S 26TH ST	4/15/2026 8:38:24AM
Master Plan	Home Depot Expansion	1701 S 46TH ST	4/3/2026 2:55:23PM
Master Plan	21st. Street Property - Master Plan	2140 S 21ST ST	4/27/2026 9:17:02AM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Sign Permit	VEG ER for Pets	1805 S 46TH ST	4/8/2026 9:17:47AM
Sign Permit	Arisa Health	401 S 40TH ST	4/8/2026 8:36:09AM
Sign Permit	Pure The Salon and Spa	2530 S PINNACLE HILLS PKWY	4/9/2026 11:38:54AM
Sign Permit	Move H Ross Salon channel letter	1601 W WALNUT ST	4/13/2026 4:20:23PM
Sign Permit	The Visionaries	3800 S JB HUNT DR	4/14/2026 1:36:31PM
Sign Permit	Color & Ink	2301 W WALNUT ST	4/17/2026 4:17:25PM
Sign Permit	Velvet Sunrise	3704 W WALNUT ST	4/21/2026 11:49:32AM
Sign Permit	Velvet Sunrise	3704 W WALNUT ST	4/23/2026 8:41:20AM
Sign Permit	Mcgraw Realtor	203 W WOOD ST	4/29/2026 8:37:32AM
Large Scale Development	Founder's East (The Visionary)	3300 S JB Hunt Dr	4/2/2026 1:37:02PM
Large Scale Development	Shane Tyson's Place	02-00867-000	4/6/2026 3:33:50PM
Large Scale Development	The Fields at Pinnacle Mixed Use Development	5401 W NORTHGATE RD	4/15/2026 4:22:34PM
Large Scale Development	Founder's East (The Visionary)	3300 S JB Hunt Dr	4/14/2026 8:40:04AM
Large Scale Development	Hotel Vin Fields @ Pinnacle Lot 3	Rogers AR 72758	4/17/2026 11:02:38AM
Large Scale Development	37th Street Townhomes	W CEDAR CIR	4/24/2026 7:55:11AM
Large Scale Development	The Fields at Pinnacle Mixed Use Development	5401 W NORTHGATE RD	4/23/2026 4:02:36PM
Large Scale Development	Founder's East (The Visionary)	3300 S JB Hunt Dr	4/24/2026 10:27:12AM
RWU	2026 Airport Water Flow Improvement	2250 N 8TH ST	4/7/2026 3:38:01PM
RWU	Sanitary Sewer Improvements - Chateau Terrace/Country Club	105 S RIFE DR	4/17/2026 2:10:29PM
RWU	2800 Hudson Low Pressure Sewer Revision	W BEKAERT DR	4/1/2026 10:08:52AM
RWU	Boundless Grace Baptist Family Life	222 Little Flock Drive, Rogers, AR 72756	4/9/2026 1:35:15PM
RWU	Concord Street Lowell Ar	W PLEASANT GROVE RD/CONCORD ST	4/22/2026 4:14:49PM
RWU	Concord Commons Commercial	Parcel 12-00311-000 Between Dixieland, Pleasant Cr	4/14/2026 2:43:51PM
RWU	Empire Townhomes - Lowell	1626 EMPIRE ST	4/30/2026 3:59:40PM
Variance	Sisti - Backyard Studio	4905 S INGLEWOOD RD	4/1/2026 11:29:54AM
Variance	Brendan Wallace Variance Request	6504 S 36TH ST	4/1/2026 12:21:01PM
Variance	Kennametal Fence	205 N 13TH ST	4/1/2026 1:23:20PM
Variance	Kennametal Fence	205 N 13TH ST	4/2/2026 4:06:06PM
UDC Public Improvement Plan	Bellview Development	5320 S BELLVIEW RD	4/2/2026 3:28:25PM
UDC Public Improvement Plan	Walnut Commons	2660 W WALNUT ST	4/16/2026 1:48:19PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Com.Fire Systems Fire Sprinklr Undergr	Church of Jesus Christ of Latter-day Saints Church Bldg	5042 S Bellview Rd	4/22/2026 3:24:02PM
Small Scale Development	First Baptist Church Soccer Concessions	3364 W PLEASANT GROVE RD	4/20/2026 8:47:58AM



**FUTURE SITE OF ROGERS
WATER UTILITES FIELD
OPERATIONS FACILITY**

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Sixth-Eighteenth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Rogers Water Utilities
601 S 2nd Street
Rogers, AR 72756
479-621-1142

and the Architect:
(Name, legal status, address, and other information)

WER Northwest Arkansas, PLLC
545 West Center Street
Fayetteville, AR 72701
479-966-4477

for the following Project:
(Name, location, and detailed description)

Rogers Water Utilities Field Operations Facility
Parcel 02-01643-000, West Oak Street
Rogers, AR 72758

A Facility for the Rogers Water Utilities to house the Field Operations division and associated vehicles and equipment. The Facility will consist of an Ops building housing private offices, cubicles, a training room, meeting rooms, and locker room with restrooms. It will also consist of buildings to house the vehicles and equipment used by RWU including both heated/ventilated bays and unheated covered bays, a parts warehouse, and fabrication shop. Site development with utilities and approximately 64 parking spots and vehicle circulation will be provided, as well as on-site stormwater detention.

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

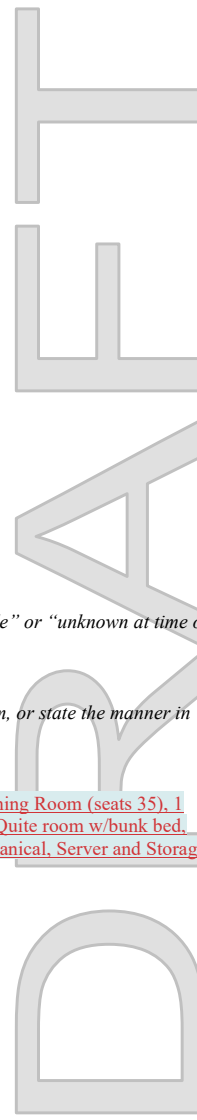
§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

- 1. Employee Parking (64 spots)
- 2. Ops Building: 5 Private Offices, 10 Cubicles, 10 Partitioned Workstations, 1 Training Room (seats 35), 1 Meeting Room, 1 Conference Room, Break Room (seats 36), Outdoor patio area, Quiet room w/bunk bed, Men's Room w/64 lockers/3 showers, Unisex Room w/12 lockers/1 shower, Mechanical, Server and Storage Rooms
- 3. Heated Bays 60'x18' (12)
- 4. Covered Bays 60'x15' (5)
- 5. Wash Bay 60'x25'
- 6. Covered Bays 30'x15' (6)
- 7. Fab Shop 40'x40'
- 8. Parts Warehouse 36'x54'
- 9. Roll-Off Dumpster Pad
- 10. Fleet Truck Parking 9'x19' (23)
- 11. On-Call Parking 9'x19' (3)
- 12. Detention Pond
- 13. Future Expansion (identified on Site Plan)

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public

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and private utilities and services; legal description of the site, etc.)

Parcel 02-01643-000, West Oak Street
Rogers, AR 72758

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$10,000,000 to \$12,000,000

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Approx 12 month design

.2 Construction commencement date:

Approx 12 months from date of execution of this document

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

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§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

None

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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(List name, address, and other contact information.)

Brian Sartain
Travis Tripodi
601 S 2nd Street
Rogers, AR 72756

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§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

- .2 Land Surveyor:

TBD

- .3 Geotechnical Engineer:

TBD

- .4 Civil Engineer:

Halff
2407 SE Cottonwood St #1
Bentonville, AR 72712
479-273-2209

- .3.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

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John Langham
112 W. Center Street Suite 410
Fayetteville, AR 72701
479-651-3233

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Tatum Smith Welcher
3100 S Market Street #202
Rogers, AR 72758

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

.4 Land Surveyor & Civil Engineer:

Half
2407 SE Cottonwood St #1
Bentonville, AR 72712

§ 1.1.12.2 Consultants retained under Supplemental Services:

None

§ 1.1.13 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial

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Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

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§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the

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Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall

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incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's

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services under this Agreement unless the Owner and the Architect amend this Agreement. The term “Contractor” as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has

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progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided, not applicable)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Architect
§ 4.1.1.4 Measured drawings	Not Applicable
§ 4.1.1.5 Existing facilities surveys	Not Applicable
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11-9 Architectural interior design	Architect
§ 4.1.1.12-10 Value analysis	Architect
§ 4.1.1.13-11 Cost estimating	Not Provided (CM)
§ 4.1.1.14-12 On-site project representation	Not Provided
§ 4.1.1.15-13 Conformed documents for construction	Architect
§ 4.1.1.16-14 As-designed record drawings	Not Provided (CM)
§ 4.1.1.17-15 As-constructed record drawings	Not Provided (CM)
§ 4.1.1.18-16 Post-occupancy warranty walk evaluation	Architect
§ 4.1.1.19-17 Facility support services	Not Provided
§ 4.1.1.20-18 Tenant-related services	Not Applicable
§ 4.1.1.21-19 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22-20 Telecommunications/data design	Not Provided
§ 4.1.1.23-21 Security evaluation and planning	Not Provided
§ 4.1.1.24-22 Commissioning	Not Provided
§ 4.1.1.23-25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26-24 Historic preservation	Not Applicable
§ 4.1.1.27-25 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28-26 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	
§ 4.1.1.27 Civil engineering & Landscape Design	Architect
§ 4.1.1.28 Boundary and Topo Survey	Architect
§ 4.1.1.29 Drainage Analysis	Architect
§ 4.1.1.30 Grinder Pump Station Design	Architect
§ 4.1.1.31 SWPPP	Architect

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify

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the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.1 Assistance with Selection of Construction Manager: Review of CM RFQs, participation in CM Interviews.

§ 4.1.1.3 Multiple Preliminary Designs: Multiple preliminary designs within the context of the Owner's provided program during the Schematic Design Phase.

§ 4.1.1.6 Site evaluation and planning: Evaluation of the site for placement of building, parking and paving.

§ 4.1.1.7 Building Information Model management responsibilities: Architect will utilize AutoDesk Revit to produce design documents for this project. Architect will not manage Building Information Model for Construction Purposes.

§ 4.1.1.9 Architectural interior design: Selection of all interior finishes for the project including paint, flooring, wallcovering, ceiling treatment, floor base.

§ 4.1.1.10 Value analysis: Architect's assistance to the Construction Manager to provide options for building elements to reduce cost.

§ 4.1.1.13 Conformed documents for construction: Architect's incorporation of all revisions made during the Bidding & Negotiation Phase into a conformed Construction Document set.

§ 4.1.1.16 Post-occupancy warranty walk: Architect's walk of the project approximately 11 months after substantial completion to provide a list of warranty items to the Construction Manager.

§ 4.1.1.25 Furniture, furnishings, and equipment design: Layout, design, and selection of Owner's furniture, kitchen equipment, and other non-fixed equipment. Architect will work with a local furniture supplier to provide design and selection of furniture.

§ 4.1.1.27 Civil Engineering:

Civil project understanding

Half understands that you want us to provide engineering services for the purpose of developing the new Rogers Water Utilities Field Operations Facility at parcel 02-01643-000 on the south side of Oak Street in Rogers, AR. Based on our correspondence and preliminary due diligence, we understand the following regarding the project's facts and objectives:

1. The property is currently zoned T2 Rural. It is assumed that rezoning the property will not be required and rezoning efforts are excluded from our scope.
2. The proposed improvements consist of an approximate 8,400 square-foot building with office space, training room and break room, various service bays, water and sewer service, electrical service, telecommunications service, stormwater infrastructure and associated vehicle parking.
3. It is understood that the project will be designed and permitted in one phase. The conceptual plan identifies an area of the site as "Future Expansion". This proposal will cover design and permitting the proposed site only. Any provisions for future expansions will be excluded from our scope.
4. Half will collect boundary and topographic survey data to be utilized for design of the site improvements.
5. Based on the City's GIS, there is an 8" water main running along the north side of Oak Street. Additionally, it is assumed that the existing water system has sufficient capacity for the proposed facility and any water models, analyses and reports are excluded from this scope.
6. Based on the City's GIS there is an 8" sewer main on the north side of Oak Street. Per our discussions, it is assumed that a grinder pump station will be needed to provide sanitary sewer service to this facility. Additionally, it is assumed that the existing sanitary sewer system has sufficient capacity for the proposed facility and any sewer models, analyses and reports are excluded from this scope.
7. The City will require a drainage design and report demonstrating that the new improvements will meet the City drainage requirements.

Meetings & Coordination

Team Meetings have been budgeted to include ten (10) meetings in total with WER and the City of Rogers/RWU

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throughout various stages of the site design. These meetings are assumed to be 1-hour in length and consist of as follows. Team meetings with WER include the project kick-off, concept plan review, 30% plan review, 60% plan review, 90% plan review, and 100% plan/pre-bid review. City meetings include a concept meeting, pre-application meeting, and Development Working Group meeting.

–Conceptual Planning

Halfff will prepare and provide up to three (3) conceptual site plans based upon the conceptual building footprint. The concepts will not include designed infrastructure other than a conceptual layout. Rough grading will be evaluated to confirm that the concept is functional. Any additional conceptual planning will require additional fees.

Civil Construction Drawings

Halfff will prepare Civil Construction Drawings for the development, prepared to City’s Development standards. Halfff will prepare a preliminary design plan set to obtain City of Rogers and RWU approval. This plan set will include the following sheets:

- Cover Sheet – Indicating development name, page index, vicinity map, contact information, and other standard notes.
- General Notes Sheet – Providing general guidance for Site, Utility, and Grading information for the contractor and developer.
- Grading Plan – Showing the existing contours and proposed contours at a 1’ interval across the site. The contours will also show the proposed stormwater mitigation features.
- Erosion Control Plan – Providing guidance to the contractor on where to place BMPs to mitigate silt runoff from the site. This will include construction entrance location, concrete washout, SWPPP Mailbox, Job Trailer location, and silt fence placement.
- Drainage Plan – Providing locations of estimated stormwater inlets, junction boxes, Flared End Sections, and pipe sizes to convey runoff from the site to the stormwater mitigation features.
- Stormwater Sewer Profiles – Providing vertical information, cover treatment, pipe sizes, pipe material, slopes of pipe and crossings of known utilities.
- Utility Plan – Providing routing of the onsite utilities. This will include underground Electric, Sewer, and Water Lines.
- Water Main Profiles – Providing vertical information, cover treatment, fittings, pipe material, and crossings of known utilities. Please note that water service profiles will not be provided.
- Sanitary Sewer Force Main Profiles – Providing vertical information, cover treatment, fittings, pipe material and crossings of known utilities.
- Landscape Plan – Halfff shall also prepare a Landscape Plan that meets code minimum requirements per the City of Rogers landscape regulations. If the project requires enhanced landscape design (beyond code minimum), additional fees will apply.
- Detail Sheets – Various standard site related details will be provided to aid the contractor in constructing the plans. Details may include sidewalk, asphalt, and concrete sections, storm drainage structures, tree planting details, utility installation details, City and/or State details.

Additionally, Halfff will prepare and evaluate truck turn models to provide a navigable site for semi-truck deliveries. If required, Halfff will submit Plans to the Arkansas Department of Health (ADH) upon approval of the development plans by the City.

Bid Phase Services

Bid phase services for construction will include Halfff providing WER original copies of approved Civil Construction Drawings, and Civil technical specifications to WER for its assembly and distribution for contractor bidding. Halfff will answer contractor questions during bidding period and issue addendums, if necessary.

Construction Phase Services

Construction phase services will include attending pre-construction meetings with the City of Rogers and RWU, periodic construction observation for all public improvements as required by the City of Rogers, RWU, and/or ADH, addressing contractor RFIs, reviewing material submittals provided by the contractor, and as-built survey of the appurtenance required by the City for closeout documents, etc. The budget presented below is only an estimate based on the size and scale of project.

Halfff will prepare Record Drawings as well as prepare necessary close-out documents for the City. Halfff will coordinate with you and/or the contractor so the appropriate party can provide required documentation as needed for closeout

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§ 4.1.1.28 Boundary and Topo Survey:

Halff will conduct a boundary and topographic survey on Benton County, Arkansas, parcel 02-01643-000. The boundary survey will identify and demarcate the limits of the referenced parcel and will locate or set any missing boundary corners.

A survey control network will be established and adjusted. Topographic data will be collected on a 50-foot grid where terrain allows. All visible and relevant ground features necessary to generate an accurate Digital Terrain Model (DTM) will be captured. All above ground appurtenances will be located and accessible manholes on site including invert elevations will be collected. A one-call locate request will be submitted and any utilities located at the time of the survey will be mapped. Project location is shown on "Exhibit A"

Halff will utilize a third-party title company to perform an easement and title search on the referenced parcels. The fee for this title search is included within the overall survey fee for this phase. All easements and rights-of-way identified through the title search will be located and shown on the resulting survey.

Halff will provide a signed and sealed boundary and topographic plat.

§ 4.1.1.29 Drainage Analysis:

Halff will perform a drainage analysis for the development, to size the drainage infrastructure associated with the development to address the minimum standards noted and required by the City of Rogers, including water quality.

Halff will prepare a pre-developed drainage map and a post-developed drainage map showing the delineation of the drainage basins impacting the development. Halff will use this data to prepare a model using Hydraflow to understand development impacts and to size the detention basin(s) and include the analysis in the Drainage Report.

Halff will prepare an inlet area map to delineate drainage areas flowing to the proposed curb inlets and will prepare a model using StormCAD to size the curb inlets and pipe sizes. The StormCAD report will be included in the Drainage Report.

The Drainage Report will be prepared showing that detention and water quality features are sized for the development. Drainage design and report will be prepared to meet City's minimum design standards and submitted to the City for review and approval during the Site Development Review period.

§ 4.1.1.30 Grinder Pump Station Design:

Halff will design a grinder pump station and force main to provide sanitary sewer service to the facility. The force main will be designed to tie into a manhole along the north side of Oak Street. The grinder pump station and force main will be designed based upon sanitary sewer flow data provided by WER or the MEP. Additionally, Halff will prepare a Basis of Design to include design calculations, grinder pump brand, model and size, system curves, operating point and associated materials. Specifications for the grinder pump system will be provided as part of Bid Phase Services.

§ 4.1.1.31 SWPPP:

Halff will with prepare the project Stormwater Pollution Prevention Plan (SWPPP) and submit to Arkansas Department of Environmental Quality (ADEQ). Halff will coordinate with you to assist the City with obtaining the Notice of Coverage for the project contractors oversight and administration.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.1.2 Programming (already provided): Program information already provided by the Owner as listed in Section

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1.1.1 Owner's program for the Project.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the

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services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two (2) visits to the site, per month, by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The

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Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising

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out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

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.1 Termination Fee:

Mutually Agreed to fee for Services already performed

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Mutually Agreed to fee for Services already performed plus 20%

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Six and One Half (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

- § 4.1.1.1 Assistance with Selection of Construction Manager: As part of Basic Services, Section 11.1
- § 4.1.1.3 Multiple Preliminary Designs: As part of Basic Services, Section 11.1
- § 4.1.1.6 Site evaluation and planning: As part of Basic Services, Section 11.1.
- § 4.1.1.7 Building Information Model management responsibilities: As part of Basic Services, Section 11.1
- § 4.1.1.9 Architectural interior design: As part of Basic Services, Section 11.1
- § 4.1.1.10 Value analysis: As part of Basic Services, Section 11.1
- § 4.1.1.13 Conformed documents for construction: As part of Basic Services, Section 11.1
- § 4.1.1.16 Post-occupancy warranty walk: As part of Basic Services, Section 11.1
- § 4.1.1.25 Furniture, furnishings, and equipment design: 10% of the Purchase Cost of FF&E items, if requested by Owner
- § 4.1.1.27 Civil Engineering: \$112,750
- § 4.1.1.28 Boundary and Topo Survey: \$16,000
- § 4.1.1.29 Drainage Analysis: \$12,200
- § 4.1.1.30 Grinder Pump Station Design: \$6,000
- § 4.1.1.31 SWPPP: \$3,000 Lump Sum

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the

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Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As negotiated between Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>20</u> percent (<u> </u> %)
Design Development Phase	<u>20</u> percent (<u> </u> %)
Construction Documents Phase	<u>40</u> percent (<u> </u> %)
Construction Phase	<u>20</u> percent (<u> </u> %)
<hr/>	
Total Basic Compensation	one hundred percent (100.00 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall ~~not~~ be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Attached as Exhibit A

Employee or Category	Rate (\$0.00)
-----------------------------	----------------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

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- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project, if in excess of 8 renderings at the completion of each phase and one virtual walk-through at the conclusion of the Construction Document Phase;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – Hourly Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number if required)



WER ARCHITECTS
 NORTHWEST ARKANSAS OFFICE
 545 W Center Street, Fayetteville, AR 72701
 479-966-4477 | werarch.com

Summary of Proposal

Date: March 13, 2026
To: Brian Sartain, Travis Tripodi, Rogers Water Utilities
From: John Langham, WER Architects
Re: Rogers Water Utilities Field Operations Facility – Summary of Proposal for Services

Thank you for this opportunity to summarize a proposal of services for the Rogers Water Utilities Field Operation Facility. This facility will be an approximately 8,000 square foot office building with approximately 17,500 square feet of associated heated vehicle storage, and approximately 9,000 square feet of unheated vehicle bays.

The following is a summary of Architectural and Engineering fees based upon the following format for compensation as outlined in the proposed AIA B133 Standard Form of Agreement between Owner and Architect, Construction Manager as Constructor:

- **A/E Basic Services:** Architectural Planning and Design Services, Interior Design, MEP/FP Engineering, Structural Engineering: 6.5% of Construction Cost
- **FF&E Design:** Furniture Fixtures and Equipment Design: 10% of FF&E Purchase Cost
- **Civil Engineering & Associated Services:** Civil Engineering, Boundary and Topo Survey, Drainage Analysis, Grinder Pump Station Design, SWPPP: Lump Sum

The following fees would be associated with a \$10,000,000 construction cost and a \$200,000 FF&E purchase cost for those items:

- **A/E Basic Services:** \$10,000,000 x 6.5% = \$650,000
- **FF&E Design:** \$200,000 x 10% = \$20,000
- **Civil Engineering & Associated Services:** \$149,950

The full scope of services to be provided can be found in the AIA B133 Agreement. Thank you for the opportunity to summarize the services and fees and please let us know if you have any questions.

Sincerely,

WER Northwest Arkansas

John Langham, AIA
 Principal
 479-651-3233 cell
 479-966-4477 office
 jlangham@werarch-nwa.com

Staff recommends approval of the design services agreement with WER Architects , with the total (hourly services or lump sum) amount not to exceed (\$1,019,950.00). Staff further requests authorization to negotiate the final form and content of the agreement.

Industrial Area Service Expansion East



**Project 10:
Industrial Area Water Service Expansion East**

This project is for professional services associated with the design of approximately 8500 linear feet of 12" water main line for Rogers Water Utilities in the following 2 phases



2600 NE 11th Street, Suite 300
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Anna Stamps, PE, CFM

I. PROJECT DESCRIPTION

This project shall include professional services associated with the design of approximately 8500 linear feet of 12" watermain line for Rogers Water Utilities in the following 2 phases:

- Phase 1 Improvements
 - Beginning approximately at E. Union Street, where the N Arkansas Street Roundabout projects plans to end, the project will extend an estimated 3400 LF north to the James R Welco Rogers Recycling Center where it shall connect into existing Rogers Water Infrastructure, an estimated 450' south of W. Stave Mill Road. The watermain alignment will generally be located on the east side of the existing N. Arkansas Street alignment.
- Phase 2 Improvements
 - Beginning approximately 150' North of W. Stave Mill Road, the project will extend an estimated 5100' north to Speedway Rd/Hammerschmidt Dr. where it shall tie into existing Rogers Water Utility infrastructure. The watermain alignment will generally be located on the east side of the existing N. Arkansas Street alignment. This project will include an 8-inch crossing from the new 12" watermain along N. Arkansas that will cross the ARKMO Railroad and Hwy 62 and tie into the existing 12" DIP near Old Quarry Road. The total linear footage of this crossing is estimated to be approximately 300'.

II. SCOPE OF BASIC SERVICES

A. Construction Documents

The scope will include watermain design plan production, permitting, utility coordination, and bidding administration up to, and including, bid tabulation and letter of recommendation of the apparent low bidder. Construction documents will include cover sheet, overall utility layout sheet, water plan and profile sheets, water detail sheets, special detail sheets, and RWU details. CEI to submit construction documents to RWU for review at 30%, 60%, and final design plans stages. CEI will compile Phase 1 and Phase 2 into separate plan sets unless otherwise directed by Rogers Water Utility.

CEI to submit to ADH to get design approval and will address ADH comments for approval. CEI to prepare quantities and cost estimate for the RWU's use. Cost estimate to be submitted with 30%, 60%, and final signed plans. Fees include the preparation of bid forms, measurement and payment sections, and support during the bidding process. CEI will not be administering bidding.

The engineer will be responsible for the coordination with franchise utilities for relocation of mains and services, but not necessarily the design thereof. CEI will assist utility companies in plans for relocation within ROW to avoid as many conflicts as possible.

The engineer will be responsible for preparing permit documentation for the ARMO Railroad crossing permit. The engineer will not be responsible for coordinating directly with the Railroad. Fees are included to cover these items.

The engineer will be responsible for preparing permit documentation for an ArDOT permit and will be responsible for coordinating directly with ArDOT's permitting officer. Fees are included to cover these items.

Shall the linear footage of the project increase from what is stated in project description, additional funds will be required.

Fees..... \$ **229,515.00 (HNTE)**
Reimbursable Expenses \$ **1,000.00**

B. Topographic and Boundary Survey

CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Current scope is to survey the east side of the road and pavement edge for anticipated placement of waterline. If placement of waterline changes, and West side of the road is needed, additional funds will be needed at that time. Topographic Survey will include all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client.

Boundary monuments will be identified as found in the field to determine the location of pertinent boundary lines and rights-of-ways nearest to survey area. Field crews will recon monuments and a 50-year current deed and easement search will be ordered. This survey does not constitute a full boundary survey to meet Arkansas State Minimum Standards. Missing monuments will not be set, and all work will be supervised by a licensed surveyor.

Fees..... \$ **57,000 (HNTE)**

Reimbursable Expenses

The scope of services listed above is intended as fee only and does not include reimbursable expenses such as mileage, application fees, reprographics, etc. See Section V of this agreement for an explanation of additional reimbursable expenses that may be incurred during production of project documents and permitting approval.

Estimated Fees \$ **4,500**

C. Easement and ROW Documents (20 Exhibits)

CEI shall provide an exhibit & description for the proposed easement. CEI will not be responsible to draft the easement verbiage for the document to be recorded but will provide an exhibit depicting the proposed easement and legal description describing the location of the easement. Currently assuming 20 affected properties (half of the project), if more easements and documents are needed as project progresses, additional funds will be needed.

Fees..... \$ **20,000 (HNTE)**

D. Project As-Builts

After construction has been completed, CEI will perform as-built survey to capture all items necessary to complete record drawings in accordance with RWU Standards and Specifications as issued in March of 2026. Engineer to develop as-built construction drawings and CAD files to be submitted to RWU for their use.

Fees..... \$ **15,000 (HNTE)**

III. SCOPE OF ADDITIONAL SERVICES (AS REQUIRED)

A. Utility Locate Survey

CEI will provide location of underground utilities. CEI will seek underground utilities for structures visible from the work area. CEI will use a combination of underground detecting equipment to locate the utilities. CEI will mark the utilities on the surface using pin flags, paint or other means. The client shall provide as-builts plans and notify CEI of any utilities within the work area with no surface features or structures. Pot holing the site is not included, but can be provided at an additional cost, if required.

Fees..... \$ 4,500 (HNTE)

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. This retainer shall be held and then applied to the final bill of this project. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. Existing meter/service locations and sizes
2. As-built information
3. Future watermain and development plans

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)

- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

<u>ARKANSAS (02-18-26)</u>	
Officer / Branch Manager	\$ 245.00
Department Manager	\$ 235.00
Client Sector Leader	\$ 225.00
Senior Project Manager	\$ 225.00
Program Manager	\$ 215.00
Project Manager	\$ 200.00
Assistant Project Manager	\$ 160.00
Senior Project Engineer	\$ 220.00
Project Engineer	\$ 190.00
Assistant Project Engineer	\$ 150.00
Civil Designer	\$ 140.00
Registered Landscape Architect	\$ 175.00
Lead Landscape Designer	\$ 140.00
Landscape Designer	\$ 135.00

Project Surveyor	\$ 185.00
Assistant Project Surveyor	\$ 145.00
Survey Project Manager	\$ 180.00
Assistant Survey Project Manager	\$ 140.00
Sr. Survey Party Chief	\$ 130.00
Survey Party Chief	\$ 105.00
Survey Technician	\$ 115.00
Field Specialist	\$ 95.00
Senior Project Designer	\$ 175.00
Project Designer	\$ 140.00
CAD Designer	\$ 120.00
CAD Technician	\$ 105.00
Construction Manager	\$ 160.00
Construction Observer	\$ 120.00
Land Acquisition Manager	\$ 175.00
Land Acquisition Agent	\$ 145.00
Project Coordinator	\$ 135.00
Program Assistant	\$ 100.00
Administrative Assistant	\$ 85.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VII. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VIII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same

locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

ARTIFICIAL INTELLIGENCE DISCLOSURE

In the performance of professional services, CEI may utilize software tools or applications that incorporate artificial intelligence or machine learning technologies. Any such tools are used solely as aids to efficiency, analysis, and information support.

All professional services, judgments, recommendations, and deliverables are developed under the responsible charge of qualified professionals and are subject to CEI's established quality assurance and quality control procedures.

The use of artificial intelligence does not replace or supersede professional judgment, does not alter the applicable standard of care, and does not relieve CEI of its professional responsibilities or obligations to the Client.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto

and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client shall indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

IX. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
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Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
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DESIGN FEE ESTIMATION - N. ARKANSAS STREET EXTENSION

PHASE	LF OF 12" WATERLINE	CONSTRUCTION COST/LF	LF OF 8" WATERLINE	CONSTRUCTION COST/LF	TOTAL ESTIMATED COST
ONE	3400	\$195.00	0	\$150.00	\$663,000.00
VALVES & FITTINGS (5%)					\$33,150.00
CONTINGENCY (20%)					\$139,230.00
CONSTRUCTION SUBTOTAL					\$835,380.00
PHASE ONE - DESIGN DOCUMENT FEES (10%)					\$83,538.00
TWO	5100	\$195.00	300	\$150.00	\$1,039,500.00
VALVES & FITTINGS (5%)					\$51,975.00
CONTINGENCY (20%)					\$218,295.00
CONSTRUCTION SUBTOTAL					\$1,309,770.00
DESIGN DOCUMENT FEES (10%)					\$130,977.00
ARDOT BORE PERMIT					\$10,000.00
RR BORE PERMIT					\$5,000.00
PHASE TWO - DESIGN FEES SUBTOTAL					\$145,977.00

SUMMARY PROFESSIONAL FEES

Subtotal Design Fees (Phase 1 +2)	\$229,515.00
Design Reimbursables	\$1,000.00
Survey Fees	\$57,000.00
Survey Reimbursables	\$4,500.00
ROW Documents	\$20,000.00
As-Built Documents	\$15,000.00

TOTAL PROFESSIONAL FEES \$327,015.00

Staff recommends approval of the design services agreement with CEI, with the total hourly services amount not to exceed \$327,015.00. Staff further requests authorization to negotiate the final form and content of the agreement.

**Rogers Water Utilities
Veterans Park & Beacon Circle Sewer Rehab**

1.0 Easement Acquisition Scope of Work

Contract Land Staff, LLC (CLS), offers the information herein for consideration by Rogers Water Utilities (Client) to utilize CLS in connection with right-of-way services for the Veterans Park & Beacon Circle Sewer Rehab project. For this Scope of Work, it is assumed that there will be approx. 6 Easement Parcels. CLS will perform the following services:

1.1 Project Management

a. Communication

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

b. File Management

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

c. Administration

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



CONTRACT LAND STAFF, LLC considers photocopying, first-class postage, telephone, facsimile and cellular communication charges as a normal component of our overhead. These charges are included in the stated hourly rates. Out-of-pocket expenses including travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%). Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by three percent (3%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services.

CONTRACT LAND STAFF, LLC may submit monthly invoices for the professional services rendered based on the hourly rate schedule provided above. Substantial changes in the required scope of work may result in the revision of the proposed fees.

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



1.2 Appraisal Services

- a. CLS will, through its sub-consultant (Appraiser), provide a real estate appraisal report for 5 parcels, prepared by an appraiser selected by CLS and approved by the Client. Fees for appraisal services will be billed to the Client.
- b. Notices
 - i. The Appraiser will prepare and conduct personal pre-appraisal contact with the property owner or their designated representative and offer an opportunity to accompany the appraiser on the inspection of the subject property.
 - ii. The CLS acquisition agent or project manager will accompany the appraiser during the inspection.
- c. Appraisal Report
 - i. The appraiser will prepare an appraisal report for each parcel to be acquired.
 - ii. This report will conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
 - iii. As necessary, prepare a written notification to the Client of any environmental concerns associated with the right of way to be acquired that could require environmental remediation.

1.3 Appraisal Waivers

- a. CLS will research and prepare an Appraisal Waiver on 1 residential parcel and deliver to the client a completed waiver valuation consistent with Arkansas Department of Transportation guidelines. Veterans

1.4 Acquisition Services

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



- f. CLS will prepare and maintain a contact log for each parcel.
- g. CLS will ensure that all parties sign conveyance documents and that the acquisition paperwork is transmitted to the Client.
- h. CLS will record all conveyance documents with the governing county and provide copies to the Client.
- i. The Rogers Water Utilities will instruct CLS on its policy regarding the subordination or release of existing liens. Recording fees or fees charged by financial institutions to process subordinations or lien releases will be paid directly by the Client.
- j. CLS will transmit all electronic closeout files to the Client at the project's close.

1.5 Condemnation Support Services (Pre-Hearing Support)

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

1.6 Additional Services

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



**Rogers Water Utilities
Veterans Park & Beacon Circle Sewer Rehab
Fee Estimate as of 5/1/26**

Hourly Rates by Category of Personnel

Project Manager	(PM)	\$150.00
Sr. Right of Way Agent	(SRA)	\$135.00
GIS Technician	(GIS)	\$110.00
Right of Way Technician	(RT)	\$110.00

CONTRACT LAND STAFF, LLC considers photocopying, first class postage, telephone, facsimile and cellular communication charges as a normal component of our overhead. These charges are included in the stated hourly rates.

	<u>Hours</u>	<u>Rates</u>	<u>Totals</u>
EASEMENT ACQUISITION PHASE			
Project Management			
Contract Administration/Project oversight/attend project meetings, Quality control, subconsultant coordination (estimate 3 hours per parcel)	18	(PM)	<u>\$2,700.00</u>
Appraisal Services (Sub-Consultant) O'Brien Right of Way Valuation			
Coordinate & obtain Appraisal Reports from O'Brien Right of Way Valuation, attend appraisal inspections, transmit reports to Client.			\$4,500.00
Estimated Number of Parcels		5	
Total Estimate for Appraisal Services			<u>\$22,500.00</u>
Appraisal Waiver (CLS)			
Prepare appraisal waiver for residential property			\$1,200.00
Estimated Number of Parcels		1	
Total Estimate for Appraisal Waivers			<u>\$1,200.00</u>
Negotiation Services			
Set up parcel files, print appraisals, draft offer letters, create offer pkgs	2	(RT)	\$220.00
Set up CLS Link/create acquisition drawings, manage database	2	(GIS)	\$220.00
Negotiate acquisition of parcel (Offers, Counteroffers, Payment Packages, Coordinate Closing, Review Docs)	20	(SRA)	\$2,700.00
File closeout	1	(RT)	\$110.00
Total Per Parcel			<u>\$3,250.00</u>
Estimated Number of Parcels		6	
Total Estimate for Negotiations			<u>\$19,500.00</u>
Reimbursable Expenses			
Project Mileage	1200	\$0.67	\$804.00
Recording Fees	6	\$50.00	\$300.00
Postage/Certified or Priority Mail	6	\$25.00	\$150.00
Total Reimbursable Expenses			<u>\$1,254.00</u>
Preliminary Condemnation Support			
Draft Condemnation Package	1	(RT)	\$330.00
Estimated Number of Condemnation Files		3	
Total Condemnation Support			<u>\$990.00</u>
TOTAL ESTIMATE NOT TO EXCEED FOR ALL SERVICES			<u>\$48,144.00</u>

**Engineering Staff recommends approval of the
easement acquisition service proposal from
Contract Land Staff in the amount of \$44,144.00**

Bid Tabulation for Boring Services on the 2026 Airport Water Flow Improvements Project	
Engineer's Estimate	\$ 60,000.00
Hickman Trenching Company	\$ 76,800.00
Simon Ground Works	\$ 55,800.00
Superman Boring	No response
Big M Ranch Inc.	Unable
Tomahawk Boring	Unable

Engineering Staff is recommending to accept the bid from Simon Ground Works for the boring services in the amount of \$55,800.00



Selection of Construction Manager / General Contractor for RPCF Improvement Project

A selection committee composed of RWU Administration, Engineering, and RPCF staff evaluated qualifications from three respondents to service as Construction Manager/General Contractor for the Rogers Pollution Control Facility Improvement Project, a large wastewater plant improvement project valued at approximately \$120M.

The Project is to be designed and constructed in two phases using the CM/GC delivery method:

- Phase I preconstruction services encompass constructability reviews, value engineering, estimating, and scheduling activities. Phase I is completed when there is agreement on the Project schedule and a guaranteed maximum price (GMP) - usually when the design is approximately 60% to 90% complete.
- Phase II construction services, in which the CM/GC assumes the general contractor role, encompass further design review, procurement of subcontractors and vendors, self-performance of certain elements of the construction (where permitted and at the Owner's discretion), and full construction and commissioning.

Selection Committee Scoring Results	Crossland Heavy	Flintco	Garney
Company Profile & Key Firms	18.8	18	17.4
Key Personnel & Team Structure	17.6	16.4	17
Relevant Project Experience	18	15.4	17.2
Project Approach	17	17.4	16.2
Interview	17.2	19.2	16.8
Total Score:	88.6	86.4	84.6

It is the recommendation of the selection committee to award the contract to Crossland Heavy Contractors. If approved by Commission, staff will move forward with contract negotiations with CHC and return to seek approval of the negotiated terms of the CM/GC Agreement.

PART 1 EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Rogers Pollution Control Facility Improvements project represents a major investment in treatment capacity, operational reliability, and long-term service to Rogers Water Utilities and the surrounding community. This project includes phased improvements that begin with early work to expand the FEB and release critical long-lead equipment, followed by the larger facility expansion that includes major process, structural, electrical, and operational upgrades. The scale of the work, the need to maintain active plant operations, and the importance of schedule and budget control call for a Construction Manager/General Contractor with local experience, strong self-performance capabilities, and a disciplined collaborative delivery process. **This Executive Summary provides a concise overview of Crossland Heavy Contractors' qualifications, team, experience, and project approach.**

CMAR Profile

Established in 1993, Crossland Heavy Contractors is a proven heavy civil and environmental contractor focused on complex infrastructure work. Ranked among ENR's Top Environmental Firms, CHC self-performs more than 70 percent of its work, allowing stronger control over quality, safety, schedule, and production. Water and wastewater work represents a significant portion of our portfolio, and our Arkansas team brings deep regional familiarity, strong local supplier and subcontractor relationships, and a long-standing presence in Northwest Arkansas. That local foundation supports faster mobilization, more informed planning, and practical decision-making grounded in current market conditions and experience.

Our profile is also strengthened by a strong safety culture and meaningful community presence. Crossland Heavy's EMR and days-away-from-work injury rates continue to perform below industry averages, reflecting a culture built around planning ahead, stopping unsafe acts, and maintaining accountability on every project. In Northwest Arkansas, our team remains actively involved with local industry and community organizations, reinforcing our investment in the region and the people it serves.



Experienced Project Team

The Rogers Pollution Control Facility Improvements project will be led by a team structured to support both Phase I Preconstruction and Phase II Construction. Ron Edmond will serve as Project Director, providing executive oversight and maintaining alignment with RWU's priorities throughout the life of the project. Ryan Adler will provide oversight of preconstruction activities, while Garrett Street will lead Phase I planning, estimating, constructability review, and GMP development. Cole Rink will serve as Senior Project Manager, managing budget, schedule, contracts, and overall coordination, and Carter Rice will serve as Construction Manager, leading field execution and maintaining alignment with project goals. Matt Zimmerman will serve as Site Superintendent, directing daily work activities and coordinating CHC crews, suppliers, and subcontractors in the field.

Supporting this leadership team are Brandon Bentley as Chief Estimator, Jordan Jenisch as Bid Manager, Doug Spear as Quality Control Manager, Doug Westervelt as Safety Manager, and Bill Hagenburger as Commissioning and Startup Manager. Together, this team brings experience in collaborative delivery, treatment facility construction, cost development, field coordination, quality, safety, and startup planning. Key firms also strengthen the team, including Oil Capital Electric and Prime Controls, whose work in electrical systems, instrumentation, and controls brings added value to a project with significant operational and electrical complexity.

EXECUTIVE SUMMARY CONTINUED

Proven Experience on Similar Infrastructure

Crossland Heavy's recent experience reflects the same type of collaborative planning, phased execution, equipment procurement, and operational coordination required for this project. The Bentonville WWTP Improvements CMAR project demonstrates our ability to deliver major wastewater expansion work within a constrained footprint while managing complex process equipment, deep excavation, and active facility operations. The Lincoln Water Systems WTP CMAR projects highlight our ability to support large infrastructure expansions with major process equipment, electrical work, and coordinated preconstruction services. The Decatur WWTP Progressive Design-Build Expansion shows comparable experience with new headworks, influent pumping, electrical improvements, and targeted capacity expansion. Our Western Corridor Transmission Main and Western Corridor Pump Station projects further demonstrate disciplined GMP development, value analysis, and cost control on major utility infrastructure.

Across these projects, Crossland Heavy has shown the ability to build reliable GMPs, remove cost through value analysis, maintain budget clarity, and support competitive procurement. Recent equipment procurement experience in Bentonville and Decatur included major bid packaging for screening, UV, grit removal, and pumping systems with broad vendor participation and no sole-sourced equipment, giving our team relevant, current experience that directly supports this project's equipment-heavy scope.

Collaborative CM/GC Delivery

Our approach to this project is grounded in collaboration from day one. During Phase I, CHC will work alongside RWU and Freese and Nichols to provide constructability reviews, value engineering, cost modeling, risk evaluation, work packaging, procurement planning, and site logistics input. We recommend bi-weekly meetings through GMP development to maintain alignment on design progress, risk, budget, schedule, and quality. This structure promotes informed decision-making and allows issues to be addressed early, when adjustments are most effective.

CHC's cost development process is open-book and organized by work package and GMP structure. We tie contingency to known risks, maintain visibility into cost progression, and track decisions through active project controls. Our value engineering process is focused on practical opportunities that support budget and schedule goals, including site logistics and mobilization strategy, sequencing around critical existing infrastructure, early site investigations, and use of recent local cost data to keep design aligned with current market conditions.

Structured Project Approach

Our project approach is centered on understanding the unique demands of the RPCF site and building a plan that supports safe execution, operational continuity, and efficient delivery. That includes phased GMP development, early release of long-lead equipment, strategic procurement planning, detailed site logistics, and strong coordination around plant access and traffic flow. Our site logistics planning reflects floodplain constraints, active operations, and public safety considerations, while our procurement approach is shaped by recent local experience purchasing comparable treatment equipment through competitive bid packaging. Throughout construction, our team will focus on schedule control, clear communication, disciplined quality management, safety leadership, and startup planning that supports a smooth turnover to operations.

Closing

Crossland Heavy Contractors is prepared to serve as a reliable CM/GC partner for the Rogers Pollution Control Facility Improvements project. With strong local roots, a team built around this work, recent experience on comparable infrastructure, and a collaborative process focused on budget clarity, schedule control, and operational awareness, we are ready to help Rogers Water Utilities deliver this important project with confidence.

SECTION 1

EXECUTIVE SUMMARY

Rogers Pollution Control Facility Improvements

Executive Summary

Success on the Rogers Pollution Control Facility (RPCF) Improvements project means delivering critical upgrades quickly while maintaining continuous plant operations and avoiding cost surprises. We understand that the success of this project depends not only on constructing new facilities, but on doing so within an active treatment plant where maintaining operations, managing risk, and coordinating construction activities with plant staff are critical to protecting reliable service for the community.

As Construction Manager at Risk (CMAR), Flintco's role is to integrate preconstruction expertise with the design efforts of Freese and Nichols, ensuring that every decision made during design directly supports predictable, low-risk outcomes in the field. Our approach is built around three pillars: Collaboration, Strong Execution, and Proactive Risk Management.

Our Experience

Flintco is a full service construction management and general contracting firm that is celebrating its 75th year operating in Arkansas. Flintco is well versed in CMAR projects, completing almost \$2 billion in CMAR work in Arkansas alone. The company is supported as part of the Alberici family of companies by Alberici Constructors and CAS Constructors, who's experience will be leveraged through our their personnel who will work on your facility. The Flintco team brings together local experience and expertise in CMAR and decades of wastewater infrastructure experience, ultimately providing RWU with the right team to deliver this project.

Collaboration

Effective collaboration is not incidental to this project; it is the mechanism by which cost, schedule, and operational risk are controlled. Flintco will establish a clear communication and decision-making framework from project kickoff, aligned with Rogers Water Utilities' (RWU) preferences and workflows.

Communication & Decision-Making Structure

An initial project alignment workshop will bring together RWU, Freese and Nichols, plant operations staff, and the Flintco team to define shared goals, confirm priorities, and set expectations for coordination. Throughout design and construction, regular working sessions focused on constructability, phasing, and operational impacts will keep plant operators actively involved so that solutions reflect real-world facility conditions.

Stakeholder Engagement

A stakeholder mapping effort early in the project will define communication channels, update frequency, and coordination strategies for plant staff, community members, and regulatory bodies, ensuring concerns are addressed proactively rather than reactively.

CMAR Tools & Methods

Flintco leverages a purpose-built technology stack with established processes to provide RWU with cost certainty, schedule confidence, and operational protection at every stage of the project.

Method/Process	How it Protects RWU
Project Alignment Workshop	Brings RWU, Freese and Nichols, plant operations staff, and Flintco together at project outset to define shared goals, confirm priorities, and establish the communication and decision-making framework before design advances.
Open-Book Cost Modeling	A live, iterative cost model is built from concept design and reconciled at every milestone (5%, 30%, 60%, 90%, GMP). RWU reviews costs at the line-item level, enabling early course corrections and eliminating end-of-design surprises.
Risk Identification Workshops	Structured sessions with all key stakeholders to surface cost, schedule, permitting, and operational risks early, when the ability to influence outcomes is highest. Results feed directly into an active risk register and contingency model.
Constructability Reviews	At each design stage, Flintco's preconstruction team evaluates how proposed solutions will be built within an active facility, refining sequencing, reducing complexity, and identifying cost optimization opportunities before documents are finalized.
Early Trade Partner Engagement	Subcontractors and suppliers are brought in before the 30% design milestone to validate design assumptions and provide real market pricing. This improves GMP accuracy and increases competitive participation at bid.
MOPO Planning	Maintenance of Plant Operations plans are developed collaboratively with plant operators and the design team during preconstruction. Each phase of work is mapped against operational constraints, shutdown windows, and bypass requirements before construction begins.
Stakeholder Mapping	A formal process to identify all affected parties, plant staff, regulatory agencies, and the community, and define appropriate communication channels, update frequency, and coordination protocols for the life of the project.

Open Book Cost Model

Cost management begins at concept design. Flintco maintains a live cost model that is reconciled at every design milestone (5%, 30%, 60%, 90%, GMP). RWU will review the project cost model and all supporting vendor and subcontractor quotes, allowing you to fully understand how the project cost is developing. Risk-based contingency, developed from an active risk register, decreases as design certainty increases.

Early Trade Partner Engagement

Flintco engages trade partners before the 30% design milestone to validate design assumptions, identify constructability improvements, and develop competitive bid packages. RWU participates in final subcontractor and vendor selection, ensuring full visibility into how the overall project cost is assembled and allows you to pick the most qualified firms to participate in this project.

Early Work Packages

Where RWU's operational needs demand it, the project will be structured to allow early work packages that advance critical elements such as the peak flow basin, secondary treatment improvements and electrical gear; while design continues on remaining phases. This strategy reduces overall project duration and delivers relief to plant operations sooner.

Proactive Risk Management

Risk identification begins during early design, when the ability to influence outcomes is highest. Flintco will facilitate risk identification workshops with RWU and Freese and Nichols, producing an active risk register that tracks probability, impact, and planned mitigation strategies across cost, schedule, plant operations, and permitting.

Constructability reviews at each design stage evaluate how proposed solutions can be built within an active facility, allowing the team to refine sequencing and reduce complexity before work begins. Mitigation strategies are embedded directly into the schedule and cost model, not treated as a separate exercise.

Strong Execution

Maintain Continuous Plant Operations

The facility operates 24 hours a day, 365 days a year. Flintco will develop detailed phasing and sequencing plans during preconstruction, in close coordination with plant operations staff, to identify all required tie-ins, shutdown windows, and bypass solutions before construction begins. Where necessary, temporary systems will maintain treatment continuity during transitions.

Critical Tie-In Management

Each tie-in will be planned in advance with plant operators, and the design and construction teams, documenting isolation points, step-by-step procedures, estimated outage durations, and multi-

step contingency strategies. Critical activities will be scheduled during low-flow periods to minimize operational risk.

Hydraulic Sequencing & Commissioning

Flintco will facilitate collaborative sequencing workshops to map flow routing through each construction phase. Basin improvements will be phased to maintain treatment capacity, and a structured commissioning plan; including dry testing, wet testing, and operator training; will ensure systems perform as intended from day one.

Our Commitment to RWU

Every decision Flintco makes during preconstruction is evaluated against RWU's priorities: keeping the plant running, delivering the project on budget, and completing critical improvements as quickly as possible. The tools, methods, and collaborative structures described in this approach are not hypothetical; they are the standards that have been honed over years of experience and ones we hold ourselves to on every project. We look forward to putting them to work for Rogers Water Utilities.

“The project team excelled at collaborating to achieve a common goal while honoring the contributions of all stakeholders. Through partnering meetings, shared trailer space, and ongoing coordination, the team maintained a collaborative mindset and stayed focused on project success.”

- Pat Rogers, P.E.
Vice President, Hazen & Sawyer



PART 1
EXECUTIVE
SUMMARY

INTRODUCTION: FLOWING FORWARD WITH PURPOSE

RWU is undertaking the RPCF Improvements to proactively strengthen critical infrastructure, maintain regulatory compliance, and support continued growth and resilience for the City of Rogers and the surrounding NWA communities. Garney, a 100% employee owned contractor with more than 65 years of experience ***focused solely on water and wastewater infrastructure***, submits this SOQ to partner with RWU under a collaborative CM/GC delivery model.

Garney is uniquely qualified to support RWU in achieving these goals through ***a collaborative CM/GC delivery approach that emphasizes early contractor involvement, transparent cost development, and disciplined execution***. Garney brings a proven history of delivering complex improvements within active treatment facilities—where compliance, reliability, and public trust are critical to project success.

This SOQ reflects ***a shared commitment to flowing forward—delivering reliable, adaptable solutions while maintaining uninterrupted plant operations and long-term environmental stewardship.***

The following information is provided:

PART TWO – CM/GC PROFILE (p. 7-10)

General Information	Local Community Involvement
Office Locations	Safety
CM/GC Legal Structure	Key Firms
Location	Summary of Supporting Financial and Company Documentation

PART THREE – PROJECT TEAM STRUCTURE & KEY PERSONNEL (p. 11-15)

Project Team Structure	Key Personnel Experience and Qualifications
Scope, Services, and Responsibilities of the CM/GC	Integration of CM/GC Personnel
Reporting Relationships and Responsibilities During Phases I & II	Unique Benefits of Project Team

PART FOUR – RELEVANT PROJECT EXPERIENCE (p. 16-27)

Project Team Performance History and Experience
Relevant Projects
Summary Table

PART FIVE – PROJECT APPROACH (p. 28-46)

Getting Started	GMP Development & Contingencies
Project Methodology and Workflow	Contractor and Supplier Selection
Project Team Communication	Safety Considerations
Power BI-Enabled Project Management and Collaboration	Construction Approach and Phasing Strategy
Constructability and Value Engineering Strategy	Unique Project Aspects
Risk Management	Maintaining Plant Operations During Construction
Preliminary Risk Register	Commissioning and Start-up
Early Procurement and Supply Chain Strategy	Community Considerations

APPENDIX A – SUPPORTING FINANCIAL & COMPANY DOCUMENTATION (p. 47-76)

APPENDIX B – RESUMES (p. 77-94)

APPENDIX C – DRAFT CM/GC CONTRACT COMMENTS (p. 95)

EXPERIENCED AND FORWARD-FOCUSED CM/GC PARTNER

Over the past two decades, Garney has delivered more than 300 CM/GC and CMAR projects totaling approximately \$8 billion, including extensive work upgrading operating wastewater treatment facilities while maintaining continuous, compliant operations. ***This experience directly aligns with RWU's objectives for the RPCF Improvements—where cost certainty, schedule reliability, and maintenance of plant operations (MOPO) must remain central throughout design and construction.***

Garney's technical experience spans all facets of advanced wastewater treatment, including coarse and fine screening, grit removal, lift stations, peak flow management, hydraulic improvements, tertiary filtration, UV disinfection, odor control, electrical systems, and SCADA integration. ***Our organizational structure is purpose-built to support CM/GC delivery through open-book cost modeling, early procurement strategies, and proactive risk management—tools that enable informed decision making as projects evolve.***

INTERSECTION OF PRESENT NEEDS AND FUTURE PERFORMANCE

The RPCF Improvements must respond to immediate operational and regulatory needs while establishing a flexible foundation for future treatment demands. ***Garney's experience delivering phased construction, early work packages, and multiple GMPs allows RWU to address urgency without sacrificing long-term performance or cost transparency.***

The project will be delivered in two primary phases:

- **Peak Overflow Basin and Existing Hydraulic Improvements**—providing near term capacity and regulatory protection during wet weather events.
- **New Preliminary and Final Treatment Construction**—supporting future growth, resilience, and system flexibility.

By leveraging early contractor involvement during Phase I preconstruction, Garney will work collaboratively with RWU and Freese and Nichols (FNI) to refine constructability, improve sequencing, identify value adding alternatives, and reduce risk prior to GMP establishment. ***This approach supports RWU's objective of developing reliable, well defined GMPs that reflect real-time market conditions and operational constraints.***

INTEGRATED AND ADAPTIVE PROJECT TEAM

Garney's proposed project team is structured as an integrated, adaptive unit that supports continuity from preconstruction through commissioning and start-up. ***Key personnel***—including Joey Perell, DBIA (Project Director), Wade Pierpoint (Project Manager), Madi Fitzpatrick (Preconstruction Specialist), and Kevin Sullivan, CHST, DBIA (Preconstruction/Construction Manager)—***bring deep CM/GC experience, regional knowledge, and a demonstrated record of collaboration with municipal utilities and Freese and Nichols (FNI).***



Joey Perell, DBIA; Wade Pierpoint; Madi Fitzpatrick; and Kevin Sullivan, CHST, DBIA

Roles and responsibilities will evolve across Phase I and Phase II to ensure ***accountability, knowledge transfer, and momentum*** are maintained as the project progresses from design support and GMP development into construction, commissioning, and turnover. ***This continuity allows the team to flow forward seamlessly—from concept through operation—while maintaining alignment with RWU's priorities for safety, quality, schedule, and public stewardship.***

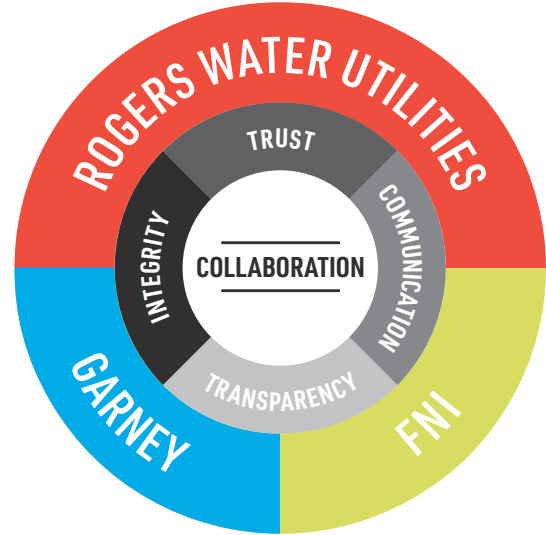
SAFETY, RELIABILITY, AND STEWARDSHIP

Safety and reliability are foundational to progress. Garney's strong safety culture—supported by a comprehensive corporate safety program, site specific planning, and dedicated regional safety leadership—ensures that improvements are delivered responsibly while protecting RWU staff, the public, and the environment. **With an EMR of 0.56, well below the industry average, Garney integrates safety into constructability reviews, scheduling, and pricing decisions at every stage of CM/GC delivery.**

Working within an active treatment facility requires diligence, planning, and respect for ongoing operations. Garney's experience in planning and executing complex tie-ins, deep excavations, and phased construction under MOPO constraints ensures that **treatment performance and regulatory compliance remain uncompromised throughout construction.**

PRINCIPLES OF COLLABORATION

True collaboration can only be achieved through these four principles:



WHY GARNEY?

Garney's depth of CM/GC experience, integrated project team, and disciplined, collaborative approach directly support RWU's vision of **flowing forward**. Our proven ability to manage cost, schedule, and risk—while maintaining continuous plant operations—allows RWU to advance critical improvements with confidence.

By combining early collaboration, transparent cost development, proactive procurement, and adaptive execution, Garney will help RWU deliver infrastructure improvements that expand what is possible—today and **flowing forward into the future.**



RESOLUTION NO. 26-13

A RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES FOR DEPOSITORIES FOR THE ROGERS WATERWORKS AND SEWER COMMISSION AND THE ROGERS WATER UTILITIES; 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 make updates to signature cards for the Commission and RWU’s depositories.

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

Section 1. This Resolution authorizes and designates the officials who can sign for withdrawal of Commission and/or RWU funds from any Commission and/or RWU account with any depository bank. Any such prior resolutions are hereby rescinded and revoked.

Section 2. Only the officials designated in this Resolution shall henceforth be, and hereby are, authorized to execute checks, drafts, or other instruments for withdrawal of Commission and/or RWU funds, for such purposes as may be properly approved by the Commission and/or the Superintendent of RWU, as applicable.

Section 3. The authorized officials, any two of whom shall be authorized to jointly sign such drafts, checks, and other instruments for withdrawal of Commission and/or RWU funds are the following persons:

Name	Title
Greg Hines	Mayor of the City of Rogers
Casey Wilhelm	Director of Finance of the City of Rogers
Jené Huffman-Gilreath	Chairman of the Rogers Waterworks and Sewer Commission
Brent Dobler	Superintendent of the Rogers Water Utilities and Acting Secretary of the Rogers Waterworks and Sewer Commission
Jered Sigmon	Controller, Rogers Water Utilities
Jennifer Hoffman	Human Resources Manager, Rogers Water Utilities
Brian Sartain	Utility Engineer, Rogers Water Utilities

Section 4. The designation and authorization given herein shall apply to Arvest Bank, Bank OZK, BOK Financial, Huntington National Bank, Centennial Bank, Chambers Bank, First National Bank of Fort Smith (First National Bank of Northwest Arkansas), First Western Bank, Regions Bank, Simmons Bank, and any other bank that is or becomes an authorized depository of the Commission and/or RWU.

Section 5. The above-named banks, and any other authorized depository of the Commission and/or RWU, to which a signed and certified copy of this Resolution is delivered shall be entitled to rely upon this Resolution until said bank or depository shall receive notice of a change in said designated officials, or in the authority granted said officials, respectively.

Section 6. The management of RWU is authorized and directed to execute any documents, and facilitate the execution of any documents, necessary to effectuate the intent of this Resolution expressed herein.

Section 7. 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 8. 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 18th day of May 2026.

Jené Huffman-Gilreath, Chairman

ATTEST:

Brent Dobler, Acting Secretary

Proposed Budget Fiscal Year 2027

May 18, 2026



Highlights

- Revenues benefitting from adopted rate increases eff 7/1/2026
- More conservative revenue estimates for access & impact fees
- Infrastructure-heavy capital budget
- Construction begins on PCF capacity improvement project
- Mid-year issuance of additional long-term Sewer debt
- Responsible employee pay increases for merit and COLA
- Strengthened investment in employee training
- Cash reserves above the required minimums

Water Revenues

WATER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
Operating	22,417,500	20,131,600	22,174,800	(242,700)	-1.1%
Other	5,047,000	4,137,915	5,297,000	250,000	5.0%
Total	27,464,500	24,269,515	27,471,800	7,300	0.0%

Operating revenues

- Include the adopted Water rate increases effective July 1.
- Higher consumption revenues are more than offset by a reduced budget for impact fees.

Other revenues

- Government grants (ArDOT) budgeted at \$1.35M.
- Contributed capital budget reduced by ~\$1.2M.
- Interest income holding steady ~\$900K.

Water Expenses

WATER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
Operating	17,054,142	16,715,712	18,356,660	1,302,518	7.6%
Other	522,470	605,948	474,200	(48,270)	-66.7%
Total	17,576,612	17,321,659	18,830,860	1,254,248	7.1%

WATER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
General Expense	12,325,915	12,022,283	13,328,712	1,002,797	8.1%
Engineering	801,380	792,276	783,720	(17,660)	-2.2%
Field	3,034,312	3,085,851	3,201,701	167,389	5.5%
Office/IT	1,415,005	1,421,249	1,516,727	101,722	7.2%
Total	17,576,612	17,321,659	18,830,860	1,254,248	7.1%

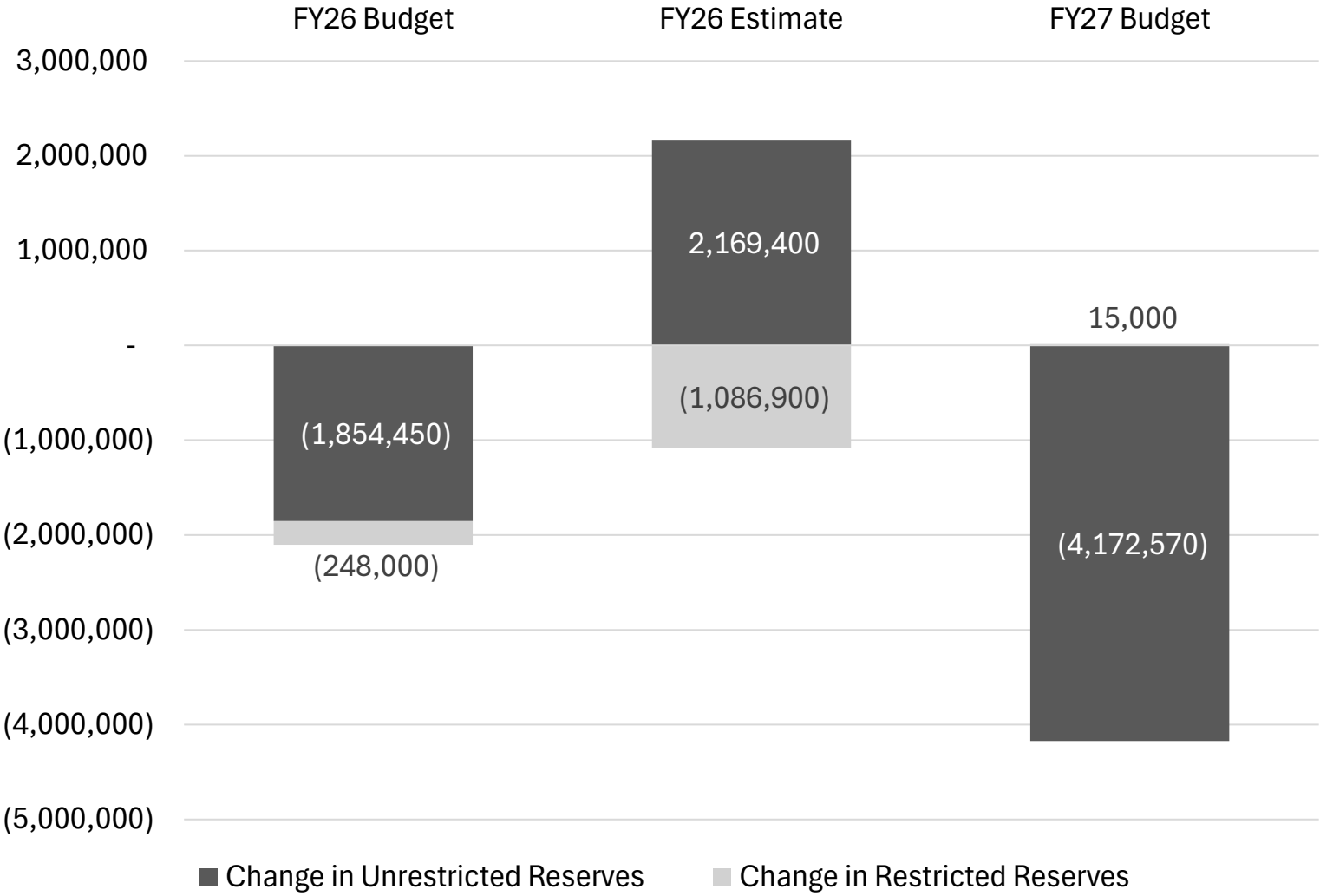
WATER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
Salaries	2,755,000	2,803,374	2,821,850	66,850	2.4%
Benefits	1,020,350	1,061,785	1,200,463	180,113	17.7%
Non-Personnel	13,801,262	13,456,500	14,808,547	1,007,285	7.3%
Total	17,576,612	17,321,659	18,830,860	1,254,248	7.1%

Water Income

WATER	FY26 Budget	FY26 Estimate	FY27 Budget	\$ Chg	% Chg
Operating Revenues	22,417,500	20,131,600	22,174,800	(242,700)	-1.1%
Operating Expenses	17,054,142	16,715,712	18,356,660	1,302,518	7.6%
Operating Income	5,363,358	3,415,888	3,818,140	(1,545,218)	-28.8%

WATER	FY26 Budget	FY26 Estimate	FY27 Budget	\$ Chg	% Chg
All Revenues	27,464,500	24,269,515	27,471,800	7,300	0.0%
All Expenses	17,576,612	17,321,659	18,830,860	1,254,248	7.1%
Chg in Net Position	9,887,888	6,947,856	8,640,940	(1,246,948)	-12.6%

Water Change in Cash Reserves



Water Cash Reserves vs Minimums

FY 2026	Water Unrestricted	Water Restricted	Water Total
Reserves at 6/30/26 (Estimated)	28,184,211	2,899,021	31,083,232
2026 Minimum Reserves (Adopted)	12,086,000	1,507,466	13,593,466
Above (Below) Minimum	16,098,211	1,391,555	17,489,766

FY 2027	Water Unrestricted	Water Restricted	Water Total
Reserves at 6/30/27 (Budgeted)	24,011,641	2,914,021	26,925,662
2027 Minimum Reserves (Estimated)	12,756,000	1,508,000	14,264,000
Above (Below) Minimum	11,255,641	1,406,021	12,661,662

Change in Reserves	(4,172,570)	15,000	(4,157,570)
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Sewer Revenues

SEWER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
Operating	22,853,700	22,469,300	25,508,000	2,654,300	11.6%
Other	3,410,000	3,106,400	2,353,000	(1,057,000)	-31.0%
Total	26,263,700	25,575,700	27,861,000	1,597,300	6.1%

Operating revenues

- Include the adopted Sewer rate increases effective July 1.
- Higher consumption revenues partially offset by a reduced budget for impact fees.

Other revenues

- Reduced interest income as we anticipate not reinvesting maturing CDARS.
- Contributed capital budget reduced by ~\$500K.

Sewer Expenses

SEWER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
Operating	16,663,718	16,544,069	17,907,941	1,244,223	7.5%
Other	287,102	187,995	2,360,269	2,073,167	722.1%
Total	16,950,820	16,732,064	20,268,210	3,317,390	19.6%

SEWER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
General Expense	4,830,905	4,837,925	5,242,852	411,947	8.5%
Engineering	763,630	753,470	851,304	87,674	11.5%
Field	3,066,028	3,075,584	3,199,245	133,217	4.3%
Office/IT	1,291,905	1,265,910	1,396,623	104,718	8.1%
PCF	6,998,352	6,799,175	9,578,186	2,579,834	36.9%
Total	16,950,820	16,732,064	20,268,210	3,317,390	19.6%

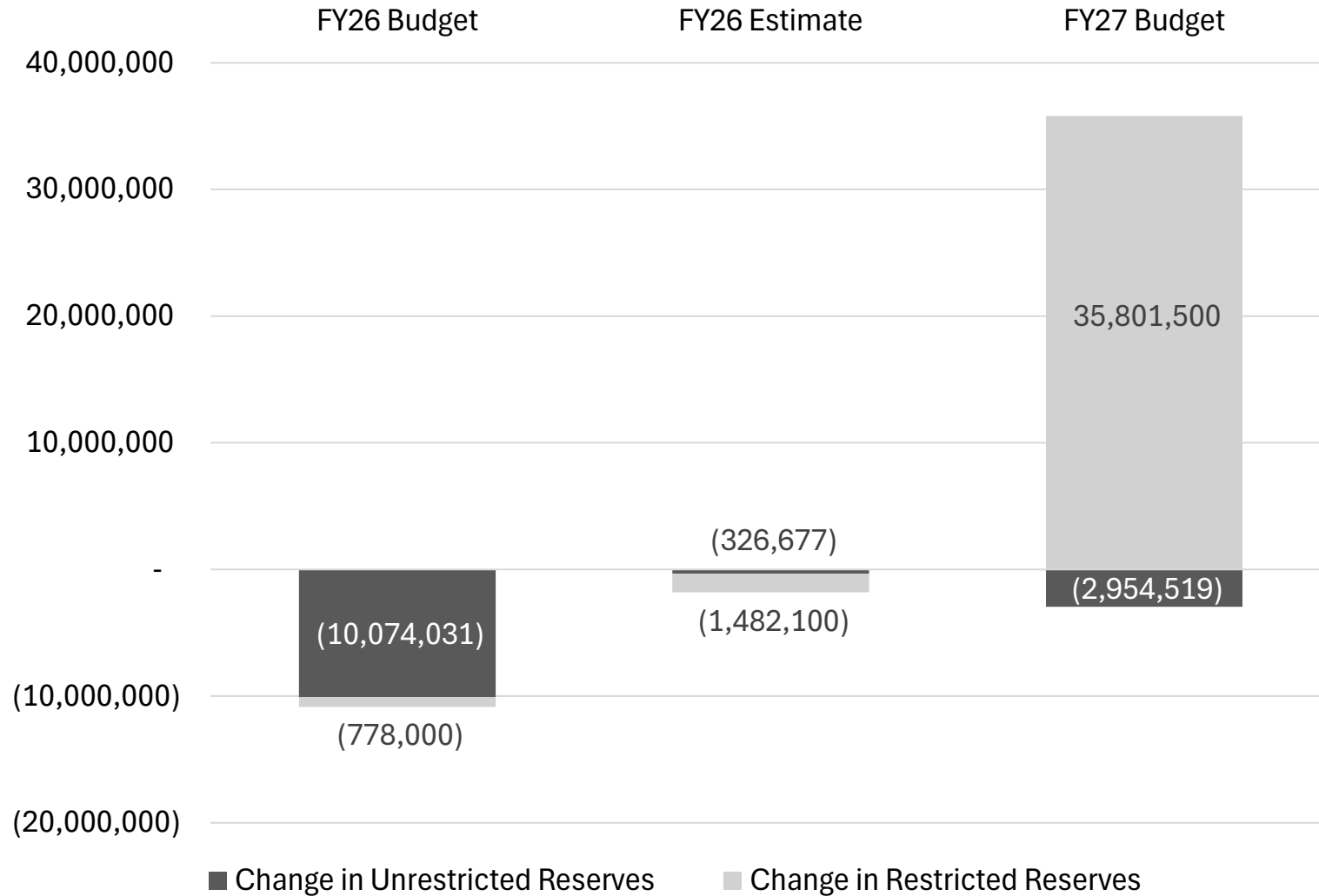
SEWER	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg	% Chg
Salaries	3,966,900	3,806,594	4,095,550	128,650	3.2%
Benefits	1,501,400	1,514,351	1,783,381	281,981	18.8%
Non-Personnel	11,482,520	11,411,119	14,389,279	2,906,759	25.3%
Total	16,950,820	16,732,064	20,268,210	3,317,390	19.6%

Sewer Income

SEWER	FY26 Budget	FY26 Estimate	FY27 Budget	\$ Chg	% Chg
Operating Revenues	22,853,700	22,469,300	25,508,000	2,654,300	11.6%
Operating Expenses	16,663,718	16,544,069	17,907,941	1,244,223	7.5%
Operating Income	6,189,982	5,925,231	7,600,059	1,410,077	22.8%

SEWER	FY26 Budget	FY26 Estimate	FY27 Budget	\$ Chg	% Chg
All Revenues	26,263,700	25,575,700	27,861,000	1,597,300	6.1%
All Expenses	16,950,820	16,732,064	20,268,210	3,317,390	19.6%
Chg in Net Position	9,312,880	8,843,636	7,592,790	(1,720,090)	-18.5%

Sewer Change in Cash Reserves



Sewer Cash Reserves vs Minimums

FY 2026	Sewer Unrestricted	Sewer Restricted	Sewer Total
Reserves at 6/30/26 (Estimated)	24,162,024	1,659,135	25,821,159
2026 Minimum Reserves (Adopted)	9,334,000	-	9,334,000
Above (Below) Minimum	14,828,024	1,659,135	16,487,159

FY 2027	Sewer Unrestricted	Sewer Restricted	Sewer Total
Reserves at 6/30/27 (Budgeted)	21,207,505	37,460,635	58,668,140
2027 Minimum Reserves (Estimated)	10,177,000	-	10,177,000
Above (Below) Minimum	11,030,505	37,460,635	48,491,140

Change in Reserves	(2,954,519)	35,801,500	32,846,981
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Capital Projects

Capital Outlay by Category	Water		Sewer		Combined	
RWU System Projects	\$	10,606,500	\$	16,323,200	\$	26,929,700
PCF Capacity Impr, Ph. I		-		20,634,500		20,634,500
PCF Solids Handling, Ph. II		-		10,834,623		10,834,623
Contributed Capital		3,000,000		2,000,000		5,000,000
City Street Projects		1,100,000		600,000		1,700,000
Meters		900,000		-		900,000
Communication Equip		50,000		745,000		795,000
Field Equip		135,500		293,477		428,977
PCF Other		-		392,000		392,000
Office Equip		104,200		84,200		188,400
Vehicles		84,000		42,000		126,000
FY27 Budget	\$	15,980,200	\$	51,949,000	\$	67,929,200
FY26 Budget	\$	14,849,500	\$	50,179,900	\$	65,029,400
FY26 Estimate	\$	8,965,800	\$	33,216,800	\$	42,182,600

5-Year CIP (Infrastructure Projects)

Capital Outlay Est.	FY26 Bud.	FY26 Est.	FY27 Bud.	FY28	FY29	FY30	FY31
Water	8,101,500	5,927,766	11,706,500	28,311,000	18,294,000	13,601,000	15,569,000
Sewer	45,792,400	31,176,890	48,392,323	65,907,000	66,770,000	34,728,000	11,876,000

New Debt Est.	FY26 Bud.	FY26 Est.	FY27 Bud.	FY28	FY29	FY30	FY31
Water	-	-	-	31,000,000	-	-	-
Sewer	-	-	60,000,000	78,000,000	-	-	-

Capital Outlay includes:

- City street projects
- RWU system projects
- PCF improvements

Does not include:

- Contributed capital
- Other capital projects (machinery, equipment, etc.)

Debt Service

WATER	Bal at 6/30/26	New Issues	FY27 Principal	FY27 Interest	Bal at 6/30/27
2012 Series	3,615,000	-	855,000	111,563	2,760,000
2016 Series	10,340,000	-	440,000	340,144	9,900,000
Total	13,955,000	-	1,295,000	451,707	12,660,000

SEWER	Bal at 6/30/26	New Issues	FY27 Principal	FY27 Interest	Bal at 6/30/27
2016 Series	3,155,000	-	1,365,000	98,900	1,790,000
2024 Series	20,493,570	10,752,680	784,976	270,466	30,461,274
2027 Series	-	60,000,000	-	1,415,000	60,000,000
Total	23,648,570	70,752,680	2,149,976	1,784,366	92,251,274

- Principal & Interest shown here reflect cash payments to be made during FY27.
- 2024 Series: New issues resulting from continued draws (reimbursement) and capitalized interest.
- 2027 Series: Budget anticipates mid-year revenue bond issue for a portion of the additional long-term debt called for by the rate study completed 2025.

Personnel

WATER	FY 2026 Positions	FY 2027 Positions	Change
Engineering	7	7	-
Field	20	20	-
Office	9	9	-
Total	36	36	-

SEWER	FY 2026 Positions	FY 2027 Positions	Change
Engineering	5	5	-
Field	21	21	-
Office	10	10	-
PCF	17	18	1
Total	53	54	1

Change Factors	Effective	Budget Impact
New Positions (none)	NA	\$ -
Market Study Adjustments	Jul 2026	11,700
0.5% Merit Pay	Jul 2026	14,600
3.0% COLA	Jan 2027	48,300
Budget Impact (Salaries & Benefits)		\$ 74,600

Change Factors	Effective	Budget Impact
Plant Ops Tech 1 (new)	Oct 2026	\$ 64,900
Market Study Adjustments	Jul 2026	17,400
0.5% Merit Pay	Jul 2026	21,100
3.0% COLA	Jan 2027	71,300
Budget Impact (Salaries & Benefits)		\$ 174,700

Summary of FY 2027 Proposed Budget

FY27 Accrual Basis	Water	Sewer
Revenues	27,471,800	27,861,000
Expenses	(18,830,860)	(20,268,210)
Change in Net Position	8,640,940	7,592,790

FY27 Cash Basis	Water	Sewer
Operating Revenues	22,174,800	25,853,000
Operating Expenses	(19,422,664)	(33,587,950)
Capital Improvements	(7,456,000)	(27,125,694)
Debt Service	(1,746,706)	(2,519,375)
Bond Proceeds	-	70,599,000
Government Grants	1,350,000	-
Other Cash In (Out)	943,000	(372,000)
Chg in Restricted Reserves	(15,000)	(35,801,500)
Chg in Unrestricted Reserves	4,172,570	2,954,519
Balanced	-	-



Annual Budget Fiscal Year 2027

**Proposed
5/18/2026**

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Rogers Water Department
Cash Basis
FY 27 Budget

	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	% Chg from FY26 Bud	
<u>Operating Revenues</u>					
Residential Water	\$ 11,183,000	\$ 10,647,000	\$ 11,791,000	5.4%	
Commercial Water	5,577,000	5,490,000	5,960,000	6.9%	
Industrial Water	1,882,000	2,026,000	2,070,000	10.0%	
Access/Impact/New Customer Fees	2,488,000	706,100	1,066,000	-57.2%	
Miscellaneous Income	1,056,500	1,024,400	1,046,800	-0.9%	
Service Charge	231,000	238,100	241,000	4.3%	
Total Operating Revenues	\$ 22,417,500	\$ 20,131,600	\$ 22,174,800	-1.1%	
<u>Operating Expenses</u>					
General Expense	\$ 7,979,734	\$ 7,454,918	\$ 8,681,116	8.8%	
Engineering Expense	786,480	779,276	770,720	-2.0%	
Field Expense	2,778,012	2,810,353	2,929,901	5.5%	
Office Expense	1,415,005	1,421,249	1,516,727	7.2%	
Capital Projects-Funded Depreciation	6,132,750	2,898,600	5,524,200	-9.9%	(W-4)
Total Operating Expenses	\$ 19,091,981	\$ 15,364,396	\$ 19,422,664	1.7%	
<u>Other</u>					
Interest Income	\$ (862,000)	\$ (1,089,000)	\$ (939,000)	8.9%	
Sale of Assets	(8,000)	(10,915)	(8,000)	0.0%	
Debt Service (Principal & Interest)	1,751,419	1,751,419	1,746,706	-0.3%	
Trustee Fees	6,800	4,000	4,000	-41.2%	
ArDOT Grant (Hwy 112 Waterline Relocation)	-	-	(1,350,000)		
Capital Projects - Additions & Improvements	8,716,750	6,067,200	10,456,000	20.0%	(W-4)
Capital Projects - Contributed Mainline	(4,177,000)	(3,038,000)	(3,000,000)	-28.2%	(W-4)
Restricted Reserves					
Transfer to Restricted for Depreciation	1,164,000	1,007,000	1,109,000	-4.7%	
Use of Reserves Restricted for Depreciation	(1,100,000)	(1,100,000)	(1,200,000)	9.1%	
Transfer to Restricted for Access/Impact/New	2,488,000	706,100	1,066,000	-57.2%	
Use of Reserves Restricted for Access/Impact/New	(2,800,000)	(1,700,000)	(960,000)	-65.7%	
Total Other	\$ 5,179,969	\$ 2,597,804	\$ 6,924,706	33.7%	
Change in Unrestricted Reserves*	\$ (1,854,450)	\$ 2,169,400	\$ (4,172,570)		(R-1)
Change in Restricted Reserves	(248,000)	(1,086,900)	15,000		(R-1)
Change in Total Water Reserves	\$ (2,102,450)	\$ 1,082,500	\$ (4,157,570)		(R-1)

* Total Operating Revenues less Total Operating Expenses & Total Other

**Rogers Water Department
Accrual Basis
FY 27 Budget**

Account	Operating Revenues	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
1-4440.00	Residential Water	\$ 11,183,000	\$ 10,647,000	\$ 11,791,000	\$ 608,000	5.4%
1-4450.00	Commercial Water	5,577,000	5,490,000	5,960,000	383,000	6.9%
1-4460.00	Industrial Water	1,882,000	2,026,000	2,070,000	188,000	10.0%
1-4470.00	Hydrants	15,000	14,100	14,000	(1,000)	-6.7%
1-4470.01	Fire Lines	135,000	145,000	135,000	-	0.0%
1-4470.02	Labor Sales	45,000	41,600	45,000	-	0.0%
1-4470.03	AR Dept of Health Fee	147,000	148,700	154,000	7,000	4.8%
1-4470.04	Large Tap Fees	20,000	18,000	20,000	-	0.0%
1-4470.05	Machine Time Sales	26,000	36,500	30,000	4,000	15.4%
1-4470.06	Hydrant Meter Rentals	60,000	46,600	55,000	(5,000)	-8.3%
1-4470.07	Misc Water Sales	70,000	50,100	60,000	(10,000)	-14.3%
1-4471.00	Service Charge Income	231,000	238,100	241,000	10,000	4.3%
1-4471.05	Late Fees and Charges	457,000	421,100	450,000	(7,000)	-1.5%
1-4475.00	Rent Income	-	-	-	-	-
1-4476.00	New Customer Fees	65,000	71,400	66,000	1,000	1.5%
1-4476.10	Access Fees	59,000	176,000	60,000	1,000	1.7%
1-4476.20	Impact Fees	2,364,000	458,700	940,000	(1,424,000)	-60.2%
1-4482.00	Trash Billing Revenue	67,000	68,700	68,000	1,000	1.5%
1-4485.00	Miscellaneous Income	14,500	34,000	15,800	1,300	9.0%
	Operating Revenues	\$ 22,417,500	\$ 20,131,600	\$ 22,174,800	\$ (242,700)	-1.1%
	Operating Expenses	\$ 17,054,142	\$ 16,715,712	\$ 18,356,660	\$ 1,302,518	7.6%
	Operating Income before APERS Liability Adj.	\$ 5,363,358	\$ 3,415,888	\$ 3,818,140	\$ (1,545,218)	-28.8%

Account	Other Revenues	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
1-4472.00	Interest Income-Investments	\$ 642,000	\$ 726,100	\$ 662,000	\$ 20,000	3.1%
1-4472.01	Interest Income-Bank Accts	191,000	330,100	250,000	59,000	30.9%
1-4472.98	Interest Income-Bond Funds	29,000	32,800	27,000	(2,000)	-6.9%
1-4474.00	Sale of Assets	8,000	10,915	8,000	-	0.0%
1-4486.00	Government Grants	-	-	1,350,000	1,350,000	-
1-4490.00	Contributed Capital	4,177,000	3,038,000	3,000,000	(1,177,000)	-28.2%
	Other Revenues	\$ 5,047,000	\$ 4,137,915	\$ 5,297,000	\$ 250,000	5.0%
	Other Expenses	\$ 522,470	\$ 605,948	\$ 474,200	\$ (48,270)	-9.2%
	Other Revenues (Expenses)	\$ 4,524,530	\$ 3,531,967	\$ 4,822,800	\$ 298,270	6.6%
	Budgeted Change in Net Position	\$ 9,887,888	\$ 6,947,856	\$ 8,640,940	\$ (1,246,948)	-12.6%

**Rogers Water Department
Expense Detail
FY 27 Budget**

Account	Expense	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
<u>GENERAL EXPENSE</u>						
1-555-5251	TRAVEL EXPENSE	\$ -	\$ -	\$ -	\$ -	
1-555-5252	TRAINING EXPENSE	-	250	6,500	6,500	
1-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	260	381	510	250	96.2%
1-555-5302	JANITORIAL EXPENSE	24,700	23,325	29,870	5,170	20.9%
1-555-5303	EMPLOYEE RECOGNITION	-	1,110	4,000	4,000	
1-555-5305	MISCELLANEOUS	4,400	3,273	3,500	(900)	-20.5%
1-555-5306	OFFICE SUPPLIES	10,000	9,931	10,000	-	0.0%
1-555-5307	OUTSIDE SERVICES	150,000	160	500,000	350,000	233.3%
1-555-5308	ASSOCIATION DUES	-	-	250	250	
1-555-5330	BEAVER WATERSHED ALLIANCE	5,000	6,667	5,000	-	0.0%
1-555-5350	UTILITIES	34,200	32,643	35,000	800	2.3%
1-555-5400	ARKANSAS PUBLIC WATER FEE	147,000	153,894	154,000	7,000	4.8%
1-555-5402	CUSTOMER PAYMENT FEES	279,000	269,000	322,000	43,000	15.4%
1-555-5500	WATER PURCHASES	6,988,000	6,743,000	7,318,000	330,000	4.7%
1-555-5557	EQUIPMENT MAINTENANCE	1,080	506	500	(580)	-53.7%
1-555-5581	SOFTWARE MAINTENANCE FEES	176,774	114,392	123,886	(52,888)	-29.9%
1-555-5600	INSURANCE-OTHER	-	-	7,500	7,500	
1-555-5602	INSURANCE-BLDGS & CONTENTS	30,570	30,574	30,600	30	0.1%
1-555-5650	ACCOUNTING/LEGAL EXPENSE	23,750	23,750	25,000	1,250	5.3%
1-555-5651	ATTORNEY RETAINER FEES	35,000	28,728	35,000	-	0.0%
1-555-5653	LEGAL CLAIMS-MISCELLANOUS	35,000	13,333	35,000	-	0.0%
1-555-5654	EMPLOYEE PRACTICE CLAIMS	35,000	-	35,000	-	0.0%
1-555-5700 *	TRUSTEE FEES	6,800	4,000	4,000	(2,800)	-41.2%
1-555-5701 *	2016 BOND INTEREST	354,610	354,610	337,210	(17,400)	-4.9%
1-555-5702 *	2016 BOND AMORTIZATION	(27,718)	(27,718)	(27,718)	-	0.0%
1-555-5703 *	2012 BOND INTEREST	134,825	134,825	106,575	(28,250)	-21.0%
1-555-5704 *	2012 BOND REFUNDING COSTS	48,249	48,429	48,429	180	0.4%
1-555-5705 *	2012 BOND AMORTIZATION	(2,392)	(2,392)	(2,392)	-	0.0%
1-555-5706 *	2016 BOND REFUNDING COSTS	7,263	7,263	7,263	-	0.0%
1-555-5707 *	2016 BOND INSURANCE	833	833	833	-	0.0%
1-555-5800	DEPRECIATION	3,448,800	3,599,600	3,754,500	305,700	8.9%
1-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	162,132	162,132	162,132	-	0.0%
1-555-5850	BAD DEBTS	204,000	204,000	252,000	48,000	23.5%
1-555-5860 *	LOSS ON DISPOSITION OF ASSETS	-	73,000	-	-	
1-555-9100	INTEREST EXP ROU SUBSCRIPTION ASSET	8,779	8,784	4,764	(4,015)	-45.7%
		\$ 12,325,915	\$ 12,022,283	\$ 13,328,712	\$ 1,002,797	8.1%
<u>ENGINEERING EXPENSE</u>						
1-560-5100	SALARIES ENGINEERING	\$ 539,400	\$ 544,907	\$ 506,950	\$ (32,450)	-6.0%
1-560-5102	CAPITALIZED COSTS	-	-	-	-	
1-560-5104	APERS-ENGINEERING	82,600	80,261	77,700	(4,900)	-5.9%
1-560-5105	HEALTH INSURANCE	59,700	69,862	99,049	39,349	65.9%
1-560-5106	LIFE INSURANCE	1,700	2,198	1,978	278	16.4%
1-560-5107	DISABILITY INSURANCE	900	1,237	1,243	343	38.1%
1-560-5111	FICA	43,000	40,315	38,800	(4,200)	-9.8%
1-560-5251	TRAVEL EXPENSE	2,500	428	1,000	(1,500)	-60.0%
1-560-5252	TRAINING EXPENSE	3,000	3,128	3,000	-	0.0%
1-560-5305	MISCELLANEOUS	800	616	800	-	0.0%
1-560-5306	OFFICE SUPPLIES	3,500	3,293	3,500	-	0.0%
1-560-5307	OUTSIDE SERVICES	7,000	1,839	2,000	(5,000)	-71.4%
1-560-5308	ASSOCIATION DUES	1,500	252	500	(1,000)	-66.7%
1-560-5350	TELECOM EXPENSE	5,100	6,499	6,500	1,400	
1-560-5551	VEHICLE EXPENSE	6,000	6,864	7,000	1,000	16.7%
1-560-5581	SOFTWARE MAINTENANCE	22,300	9,780	12,400	(9,900)	-44.4%
1-560-5601	WORKMANS COMPENSATION	6,980	7,121	7,500	520	7.4%
1-560-5603	INSURANCE-VEHICLES	500	676	800	300	60.0%
1-560-5800	DEPRECIATION	14,900	13,000	13,000	(1,900)	-12.8%
		\$ 801,380	\$ 792,276	\$ 783,720	\$ (17,660)	-2.2%
<u>FIELD EXPENSE</u>						
1-565-5100	SALARIES FIELD	\$ 1,317,800	\$ 1,354,382	\$ 1,365,720	\$ 47,920	3.6%
1-565-5102	CAPITALIZED COSTS	-	(19,894)	-	-	
1-565-5104	APERS-FIELD	201,900	209,913	209,200	7,300	3.6%
1-565-5105	HEALTH INSURANCE	199,000	210,224	282,996	83,996	42.2%
1-565-5106	LIFE INSURANCE	5,600	5,803	5,400	(200)	-3.6%
1-565-5107	DISABILITY INSURANCE	3,100	3,251	3,415	315	10.2%
1-565-5110	UNIFORMS	22,000	30,762	25,000	3,000	13.6%
1-565-5111	FICA	100,800	101,348	104,500	3,700	3.7%
1-565-5251	TRAVEL EXPENSE	15,000	15,509	10,000	(5,000)	-33.3%

**Rogers Water Department
Expense Detail
FY 27 Budget**

Account	Expense	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
1-565-5252	TRAINING EXPENSE	-	-	5,000	5,000	
1-565-5304	SAFETY EQUIPMENT	20,000	16,226	20,000	-	0.0%
1-565-5305	MISCELLANEOUS	2,000	609	1,500	(500)	-25.0%
1-565-5306	OFFICE SUPPLIES	5,000	6,014	5,500	500	10.0%
1-565-5307	OUTSIDE SERVICES	11,000	7,632	8,000	(3,000)	-27.3%
1-565-5308	ASSOCIATION DUES	3,000	2,169	2,500	(500)	-16.7%
1-565-5315	CUSTOMER DAMAGE PAYMENTS	500	-	500	-	0.0%
1-565-5350	UTILITIES	100,000	89,238	100,000	-	0.0%
1-565-5551	VEHICLE MAINT.	54,000	75,500	60,000	6,000	11.1%
1-565-5552	FIELD REPAIR AND MAINT.	450,000	493,877	450,000	-	0.0%
1-565-5553	BACKHOE	2,000	-	-	(2,000)	-100.0%
1-565-5555	SCADA HAND TOOLS	5,000	1,054	5,000	-	0.0%
1-565-5557	EQUIPMENT MAINTENANCE	35,000	23,728	30,000	(5,000)	-14.3%
1-565-5558	SUPPLIES, HAND TOOLS	38,000	37,877	38,000	-	0.0%
1-565-5559	GAS AND OIL	50,000	42,641	50,000	-	0.0%
1-565-5560	GENERATOR MAINTENANCE	9,000	4,108	7,000	(2,000)	-22.2%
1-565-5561	BUILDING MAINT.	20,000	25,953	20,000	-	0.0%
1-565-5563	WATER TOWER MAINT	20,000	22,663	25,000	5,000	25.0%
1-565-5564	SCADA MAINTENANCE	-	-	5,000	5,000	
1-565-5581	SOFTWARE MAINTENANCE	52,242	11,898	46,730	(5,512)	-10.6%
1-565-5601	WORKMANS COMPENSATION	22,580	23,818	29,290	6,710	29.7%
1-565-5602	INSURANCE-BLDGS & CONTENTS	2,590	2,590	2,150	(440)	-17.0%
1-565-5603	INSURANCE-VEHICLES	10,900	11,460	12,500	1,600	14.7%
1-565-5800	DEPRECIATION	256,300	262,400	271,800	15,500	6.0%
1-565-5870 *	INVENTORY WRITE-OFF	-	13,098	-	-	
		\$ 3,034,312	\$ 3,085,851	\$ 3,201,701	\$ 167,389	5.5%
OFFICE EXPENSE						
1-570-5100	SALARIES OFFICE	\$ 897,800	\$ 923,979	\$ 949,180	\$ 51,380	5.7%
1-570-5102	CAPITALIZED COSTS IT	-	-	-	-	
1-570-5104	APERS-OFFICE	137,600	138,261	145,400	7,800	5.7%
1-570-5105	HEALTH INSURANCE	89,500	95,829	127,348	37,848	42.3%
1-570-5106	LIFE INSURANCE	2,500	2,613	2,670	170	6.8%
1-570-5107	DISABILITY INSURANCE	1,400	1,447	2,084	684	48.9%
1-570-5110	UNIFORMS	450	-	1,080	630	140.0%
1-570-5111	FICA	68,600	68,461	72,600	4,000	5.8%
1-570-5251	TRAVEL EXPENSE	940	530	1,500	560	59.6%
1-570-5252	TRAINING EXPENSE	1,570	1,400	2,705	1,135	72.3%
1-570-5305	MISCELLANEOUS	2,000	278	1,000	(1,000)	-50.0%
1-570-5306	OFFICE SUPPLIES	15,000	6,121	15,000	-	0.0%
1-570-5307	OUTSIDE SERVICES	23,800	6,982	7,760	(16,040)	-67.4%
1-570-5308	ASSOCIATION DUES	2,755	4,118	3,130	375	13.6%
1-570-5309	POSTAGE/MAILING	154,000	154,974	169,100	15,100	9.8%
1-570-5310	OFFICE MACHINE REPAIR	1,000	-	-	(1,000)	-100.0%
1-570-5311	PUBLIC RELATIONS	5,000	6,717	5,000	-	0.0%
1-570-5312	ARKANSAS ONE CALL	10,200	8,807	10,000	(200)	-2.0%
1-570-5313	CASH LONG/SHORT	-	(315)	-	-	
1-570-5557	EQUIPMENT MAINTENANCE	400	427	430	30	7.5%
1-570-5601	WORKMANS COMPENSATION	490	621	740	250	51.0%
		\$ 1,415,005	\$ 1,421,249	\$ 1,516,727	\$ 101,722	7.2%
OPERATING EXPENSES		\$ 17,054,142	\$ 16,715,712	\$ 18,356,660	\$ 1,302,518	7.6%
* OTHER EXPENSES		522,470	605,948	474,200	(48,270)	-66.7%
TOTAL WATER DEPT BUDGET		\$ 17,576,612	\$ 17,321,659	\$ 18,830,860	\$ 1,254,248	7.1%

**Rogers Water Department
Capital Projects
FY 27 Budget**

Dept	Water Acct	Category	Project	Additions & Improvements	Funded Depreciation
Field	1-0800.03	Field Equip	(2) Ground Penetrating Radars for each Locate Truck	\$ 80,000	\$ -
Field	1-0800.03	Field Equip	MC4Pro Mobile Collector for Meter Reading		36,500
Field	1-0800.03	Field Equip	Automatic Gate @ Lilac		16,000
Field	1-0800.03	Field Equip	Drives for Water and Sewer Pumps		3,000
Field	1-0800.08	Meters	Meters	500,000	400,000
Field	1-0800.03	Office Equip	Install Kohler at Training Center		7,700
Field	1-0800.01	Vehicles	(2) Dodge Ram 1500 Truck Repl (Locate Truck, Meter Reader)		84,000
Infr	1-0800.11	City Street Projects	Street Projects (Other)	550,000	550,000
Infr	1-0800.20	Contributed Capital	Contributed Capital	3,000,000	
Infr	1-0800.11	RWU System Projects	Western Transmission Main Construction	3,000,000	
Infr	1-0800.11	RWU System Projects	Western Transmission Main Easement Acquisition	1,000,000	
Infr	1-0800.11	RWU System Projects	4th Street Water & Sewer Replacement - Olrich to Oak	600,000	600,000
Infr	1-0800.11	RWU System Projects	Field Operations Facility Improvements	400,000	
Infr	1-0800.11	RWU System Projects	Industrial Area Water Improvements (East)	300,000	
Infr	1-0800.11	RWU System Projects	Western Transmission Main (Engineering)	300,000	
Infr	1-0800.11	RWU System Projects	Hwy 94N - Industrial Area Water Improvements (West)	250,000	250,000
Infr	1-0800.11	RWU System Projects	8th Street Loop	150,000	
Infr	1-0800.11	RWU System Projects	Mt. Hebron Interconnection / Metering Station	150,000	
Infr	1-0800.11	RWU System Projects	Development Participation (General)	104,000	
Infr	1-0800.11	RWU System Projects	Hwy 12 Waterline - Linville Rd to Bridge (Construction)		1,628,500
Infr	1-0800.11	RWU System Projects	Hwy 112 Waterline Relocation (Construction)		1,200,000
Infr	1-0800.11	RWU System Projects	Misc Water Replacement Projects		500,000
Infr	1-0800.11	RWU System Projects	Hwy 12 Waterline - Linville Rd to Bridge (Design)		100,000
Infr	1-0800.11	RWU System Projects	Misc Water Rehab - Field		50,000
Infr	1-0800.11	RWU System Projects	Hwy 112 Waterline Relocation (Design)		20,000
Infr	1-0800.11	RWU System Projects	Water Tank Inspection and Maintenance		4,000
IT/Office	1-0800.04	Communication Equip	SCADA Redeployment - Design and Implementation	50,000	
IT/Office	1-0800.00	Office Equip	Security Cameras	20,000	
IT/Office	1-0800.00	Office Equip	Automatic Door Operator for Lobby	2,000	
IT/Office	1-0800.00	Office Equip	Replacement PCs (14)		26,000
IT/Office	1-0800.00	Office Equip	Replacement FortiSwitches (2)		24,000
IT/Office	1-0800.00	Office Equip	Pneumatic Drive-Thru System Replacement		8,500
IT/Office	1-0800.00	Office Equip	Replacement iPads (12)		6,000
IT/Office	1-0800.00	Office Equip	Networking Equipment - Access Points		5,000
IT/Office	1-0800.00	Office Equip	Printer Replacements (5)		5,000
Total Capital Outlay				\$ 10,456,000	\$ 5,524,200

Capital Outlay by Dept

Eng	\$ -	\$ -
IT/Office	72,000	74,500
Field	580,000	547,200
Infr	9,804,000	4,902,500
Total	\$ 10,456,000	\$ 5,524,200

Capital Outlay by Category

City Street Projects	\$ 550,000	\$ 550,000
Communication Equip	50,000	-
Contributed Capital	3,000,000	-
Field Equip	80,000	55,500
Meters	500,000	400,000
Office Equip	22,000	82,200
RWU System Projects	6,254,000	4,352,500
Vehicles	-	84,000
Total	\$ 10,456,000	\$ 5,524,200

**Rogers Water Department
Personnel
FY 27 Budget**

	FY 2026 Salaries Budget	FY 2027 Salaries Budget	FY 2026 Positions	FY 2027 Positions
Engineering	\$ 539,400	\$ 506,950	7	7
Field	1,317,800	1,365,720	20	20
Office	897,800	949,180	9	9
Total	<u>\$ 2,755,000</u>	<u>\$ 2,821,850</u>	<u>36</u>	<u>36</u>

Budget impact of proposed salary adjustments:

Effective Date	Market Adj. 7/1/2026	Merit 7/1/2026	COLA 1/1/2027
Salaries	\$ 9,500	\$ 11,900	\$ 39,300
Benefits	2,200	2,700	9,000
Total	<u>\$ 11,700</u>	<u>\$ 14,600</u>	<u>\$ 48,300</u>

Market Adjustment: Budget incorporates proposed changes to pay scales resulting from market study performed by third-party consultant. Employees below 85% of the new pay scale midpoints may be brought up to that level (considered starting pay).

Merit Increase: 0.5% proposed for FY27, lower than typical due to a higher-than-expected COLA (2.8%) effective 1/1/2026 and another higher-than-average COLA projected for 1/1/2027.

Cost of Living Adjustment: RWU follows the lead of the City of Rogers. Budget incorporates a 3.0% COLA projected for 1/1/2027.

**Rogers Sewer Department
Cash Basis
FY 27 Budget**

	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	% Chg from FY26 Bud
<u>Operating Revenues</u>				
Residential Sewer	\$ 12,512,000	\$ 12,768,000	\$ 14,793,000	18.2%
Commercial Sewer	4,309,000	4,585,000	5,107,000	18.5%
Industrial Sewer	2,922,000	3,168,000	3,526,000	20.7%
Interest Income	878,000	1,059,900	345,000	-60.7%
Access/Impact/New Customer Fees	2,635,000	1,241,900	1,574,000	-40.3%
Miscellaneous	475,700	706,400	508,000	6.8%
Total Operating Revenues	\$ 23,731,700	\$ 23,529,200	\$ 25,853,000	8.9%
<u>Operating Expenses</u>				
General Expense	\$ 1,486,994	\$ 1,357,309	\$ 1,565,256	5.3%
Engineering Expense	750,530	738,270	836,104	11.4%
Field Expense	2,663,052	2,545,357	2,682,745	0.7%
Office Expense	1,291,905	1,265,910	1,396,623	8.1%
Pollution Control Expense	3,917,850	4,060,231	4,283,917	9.3%
Capital Projects-Funded Depreciation	18,524,230	13,137,000	22,823,306	23.2%
Total Operating Expenses	\$ 28,634,561	\$ 23,104,077	\$ 33,587,950	17.3%
<u>Other</u>				
Interest Income	\$ (878,000)	\$ (1,059,900)	\$ (345,000)	-60.7%
Sale of Assets	(8,000)	(6,500)	(8,000)	0.0%
Debt Service (Principal & Interest)	1,467,500	1,467,500	2,519,375	71.7%
ANRC Bond Draws	(23,768,000)	(16,211,000)	(10,599,000)	-55.4%
Other Bond Proceeds	-	-	(60,000,000)	
Other Bond Issue Costs	-	-	721,000	
Trustee Fees	4,000	4,000	4,000	0.0%
Capital Projects - Additions & Improvements	31,655,670	20,079,800	29,125,694	-8.0%
Capital Projects - Contributed Sewer System	(2,524,000)	(2,040,000)	(2,000,000)	-20.8%
Restricted Reserves				
Transfer Other Bond Proceeds to Restricted			60,000,000	
Use of Restricted Other Bond Proceeds			(24,195,500)	
Transfer to Restricted for Depreciation	1,187,000	1,176,000	1,293,000	8.9%
Use of Reserves Restricted for Depreciation	(1,200,000)	(1,100,000)	(1,340,000)	11.7%
Transfer to Restricted for Access/Impact/New	2,635,000	1,241,900	1,574,000	-40.3%
Use of Reserves Restricted for Access/Impact/New	(3,400,000)	(2,800,000)	(1,530,000)	-55.0%
Total Other	\$ 5,171,170	\$ 751,800	\$ (4,780,431)	-192.4%
Change in Unrestricted Reserves*	\$(10,074,031)	\$ (326,677)	\$ (2,954,519)	(R-1)
Change in Restricted Reserves	(778,000)	(1,482,100)	35,801,500	(R-1)
Change in Total Sewer Reserves	\$(10,852,031)	\$ (1,808,777)	\$ 32,846,981	(R-1)

* Total Operating Revenues less Total Operating Expenses & Total Other

**Rogers Sewer Department
Accrual Basis
FY 27 Budget**

Account	Operating Revenues	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
2-4440.00	Residential Sewer	\$ 12,512,000	\$ 12,768,000	\$ 14,793,000	\$ 2,281,000	18.2%
2-4450.00	Commercial Sewer	4,309,000	4,585,000	5,107,000	798,000	18.5%
2-4460.00	Industrial Sewer	2,922,000	3,168,000	3,526,000	604,000	20.7%
2-4470.02	Labor Sales	13,000	8,700	13,000	-	0.0%
2-4470.03	Machine Time Sales	13,000	3,500	10,000	(3,000)	-23.1%
2-4471.05	Late Fees and Charges	209,000	212,500	215,000	6,000	2.9%
2-4475.00	Rent Income	7,200	7,200	7,200	-	0.0%
2-4476.00	New Customer Fees	73,000	80,700	74,000	1,000	1.4%
2-4476.10	Access Fees	59,000	174,400	60,000	1,000	1.7%
2-4476.20	Impact Fees	2,503,000	986,800	1,440,000	(1,063,000)	-42.5%
2-4482.00	Trash Billing Revenue	67,000	68,700	68,000	1,000	1.5%
2-4485.00	Miscellaneous Income	166,500	405,800	194,800	28,300	17.0%
	Operating Revenues	\$ 22,853,700	\$ 22,469,300	\$ 25,508,000	\$ 2,654,300	11.6%
	Operating Expenses	\$ 16,663,718	\$ 16,544,069	\$ 17,907,941	\$ 1,244,223	7.5%
	Operating Income Before APERS Liability Adj.	\$ 6,189,982	\$ 5,925,231	\$ 7,600,059	\$ 1,410,077	22.8%
Account	Other Revenues	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
2-4472.00	Interest Income-Investments	\$ 746,000	\$ 869,400	\$ 131,000	\$ (615,000)	-82.4%
2-4472.01	Interest Income-Bank Accts	105,000	160,400	190,000	85,000	81.0%
2-4472.98	Interest Income-Bond Funds	27,000	30,100	24,000	(3,000)	-11.1%
2-4474.00	Sale of Assets	8,000	6,500	8,000	-	0.0%
2-4486.00	Government Grants	-	-	-	-	
2-4490.00	Contributed Capital	2,524,000	2,040,000	2,000,000	(524,000)	-20.8%
	Other Revenues	\$ 3,410,000	\$ 3,106,400	\$ 2,353,000	\$ (1,057,000)	-31.0%
	Other Expenses	\$ 287,102	\$ 187,995	\$ 2,360,269	\$ 2,073,167	722.1%
	Other Revenues (Expenses)	\$ 3,122,898	\$ 2,918,405	\$ (7,269)	\$ (3,130,167)	-100.2%
	Budgeted Change in Net Position	\$ 9,312,880	\$ 8,843,636	\$ 7,592,790	\$ (1,720,090)	-18.5%

Rogers Sewer Department
Expense Detail
FY 27 Budget

Account	Expense	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
GENERAL EXPENSE						
2-555-5251	TRAVEL EXPENSE	\$ -	\$ -	\$ -	\$ -	
2-555-5252	TRAINING EXPENSE	-	250	6,500	6,500	
2-555-5300	SECURITY ALARM FEES	-	2,223	-	-	
2-555-5301	NEWSPAPER, RADIO, PUBLICATIONS	260	381	510	250	96.2%
2-555-5302	JANITORIAL EXPENSE	24,700	21,101	29,870	5,170	20.9%
2-555-5303	EMPLOYEE RECOGNITION	-	1,039	4,000	4,000	
2-555-5305	MISCELLANEOUS	4,400	2,911	3,500	(900)	-20.5%
2-555-5306	OFFICE SUPPLIES	10,000	9,931	10,000	-	0.0%
2-555-5307	OUTSIDE SERVICES	125,000	97,474	50,000	(75,000)	-60.0%
2-555-5308	ASSOCIATION DUES	-	-	250	250	
2-555-5350	UTILITIES	32,300	30,925	35,000	2,700	8.4%
2-555-5401	CITY FRANCHISE FEES	702,060	725,800	831,260	129,200	18.4%
2-555-5402	CUSTOMER PAYMENT FEES	279,000	269,000	322,000	43,000	15.4%
2-555-5557	EQUIPMENT MAINTENANCE	1,080	1,552	500	(580)	-53.7%
2-555-5581	SOFTWARE MAINTENANCE FEES	176,774	114,031	131,686	(45,088)	-25.5%
2-555-5600	INSURANCE-OTHER	-	-	7,500	7,500	
2-555-5602	INSURANCE-BLDGS & CONTENTS	2,670	2,675	2,680	10	0.4%
2-555-5650	ACCOUNTING/LEGAL EXPENSE	23,750	31,667	25,000	1,250	5.3%
2-555-5651	ATTORNEY RETAINER FEES	35,000	41,072	35,000	-	0.0%
2-555-5653	LEGAL CLAIMS-MISCELLANEOUS	35,000	5,278	35,000	-	0.0%
2-555-5654	EMPLOYEE PRACTICE CLAIMS	35,000	-	35,000	-	0.0%
2-555-5700 *	TRUSTEE FEES	4,000	4,000	4,000	-	0.0%
2-555-5800	DEPRECIATION	2,965,000	3,101,700	3,206,700	241,700	8.2%
2-555-5803	AMORT OF ROU SUBSCRIPTION ASSET	162,132	162,132	162,132	-	0.0%
2-555-5850	BAD DEBTS	204,000	204,000	300,000	96,000	47.1%
2-555-5860 *	LOSS ON DISPOSITION OF ASSETS	-	-	-	-	
2-555-9100	INTEREST EXP ROU SUBSCRIPTION ASSET	8,779	8,784	4,764	(4,015)	-45.7%
		\$ 4,830,905	\$ 4,837,925	\$ 5,242,852	\$ 411,947	8.5%
ENGINEERING EXPENSE						
2-560-5100	SALARIES ENGINEERING	\$ 527,000	\$ 533,289	\$ 591,910	\$ 64,910	12.3%
2-560-5102	CAPITALIZED COSTS	-	-	-	-	
2-560-5104	APERS-ENGINEERING	80,800	82,637	90,700	9,900	12.3%
2-560-5105	HEALTH INSURANCE	59,700	48,984	70,749	11,049	18.5%
2-560-5106	LIFE INSURANCE	2,000	1,007	1,780	(220)	-11.0%
2-560-5107	DISABILITY INSURANCE	600	559	1,555	955	159.2%
2-560-5111	FICA	40,300	40,213	45,300	5,000	12.4%
2-560-5251	TRAVEL EXPENSE	2,500	428	1,000	(1,500)	-60.0%
2-560-5252	TRAINING EXPENSE	3,000	454	3,000	-	0.0%
2-560-5305	MISCELLANEOUS	800	602	800	-	0.0%
2-560-5306	OFFICE SUPPLIES	3,000	1,930	2,000	(1,000)	-33.3%
2-560-5307	OUTSIDE SERVICES	4,000	2,133	2,500	(1,500)	-37.5%
2-560-5308	ASSOCIATION DUES	1,000	176	500	(500)	-50.0%
2-560-5350	TELECOM EXPENSE	2,000	3,567	3,500	1,500	75.0%
2-560-5551	VEHICLE EXPENSE	3,500	6,586	7,000	3,500	100.0%
2-560-5581	SOFTWARE MAINTENANCE	16,300	9,807	6,400	(9,900)	-60.7%
2-560-5601	WORKMANS COMPENSATION	3,230	5,177	6,610	3,380	104.6%
2-560-5603	INSURANCE-VEHICLES	800	725	800	-	0.0%
2-560-5800	DEPRECIATION	13,100	15,200	15,200	2,100	16.0%
		\$ 763,630	\$ 753,470	\$ 851,304	\$ 87,674	11.5%
FIELD EXPENSE						
2-565-5100	SALARIES FIELD	\$ 1,415,400	\$ 1,247,060	\$ 1,323,540	\$ (91,860)	-6.5%
2-565-5102	CAPITALIZED COSTS	-	(16,237)	-	-	
2-565-5104	APERS-FIELD	216,800	194,178	202,800	(14,000)	-6.5%
2-565-5105	HEALTH INSURANCE	204,500	230,378	311,296	106,796	52.2%
2-565-5106	LIFE INSURANCE	6,900	6,128	5,464	(1,436)	-20.8%
2-565-5107	DISABILITY INSURANCE	2,100	3,394	3,515	1,415	67.4%
2-565-5110	UNIFORMS	21,000	32,832	25,000	4,000	19.0%
2-565-5111	FICA	108,300	95,446	101,300	(7,000)	-6.5%
2-565-5251	TRAVEL EXPENSE	15,000	11,439	10,000	(5,000)	-33.3%
2-565-5252	TRAINING EXPENSE	-	-	5,000	5,000	
2-565-5304	SAFETY EQUIPMENT	20,000	18,807	20,000	-	0.0%
2-565-5305	MISCELLANEOUS	4,000	530	1,000	(3,000)	-75.0%
2-565-5306	OFFICE SUPPLIES	5,000	3,962	5,000	-	0.0%
2-565-5307	OUTSIDE SERVICES	11,000	9,521	10,000	(1,000)	-9.1%
2-565-5308	ASSOCIATION DUES	2,000	1,950	2,500	500	25.0%
2-565-5315	CUSTOMER DAMAGE PAYMENTS	25,000	5,406	25,000	-	0.0%
2-565-5350	UTILITIES	130,000	94,879	100,000	(30,000)	-23.1%

Rogers Sewer Department
Expense Detail
FY 27 Budget

Account	Expense	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
2-565-5351	UTIL-GRIND STA-SW ATALANTA	6,000	705	3,000	(3,000)	-50.0%
2-565-5551	VEHICLE MAINT.	41,300	48,652	40,000	(1,300)	-3.1%
2-565-5552	FIELD REPAIR AND MAINT.	175,000	130,268	175,000	-	0.0%
2-565-5553	BACKHOE	2,000	-	-	(2,000)	-100.0%
2-565-5554	CAMERA	12,000	30,781	20,000	8,000	66.7%
2-565-5555	SCADA HAND TOOLS	5,000	5,351	5,000	-	0.0%
2-565-5556	FLUSHTRUCKS	30,000	132,206	30,000	-	0.0%
2-565-5557	EQUIPMENT MAINTENANCE	12,000	7,893	10,000	(2,000)	-16.7%
2-565-5558	SUPPLIES, HAND TOOLS	15,000	32,949	20,000	5,000	33.3%
2-565-5559	GAS AND OIL	50,000	64,380	55,000	5,000	10.0%
2-565-5560	GENERATOR MAINTENANCE	10,000	10,365	10,000	-	0.0%
2-565-5561	BUILDING MAINT.	15,000	16,392	15,000	-	0.0%
2-565-5563	LIFT STATION MAINT	25,000	37,698	25,000	-	0.0%
2-565-5564	SCADA MAINTENANCE	-	-	5,000	5,000	
2-565-5581	SOFTWARE MAINTENANCE	29,742	33,262	57,680	27,938	93.9%
2-565-5601	WORKMANS COMPENSATION	22,890	29,391	34,850	11,960	52.2%
2-565-5602	INSURANCE-BLDGS & CONTENTS	6,620	6,625	6,700	80	1.2%
2-565-5603	INSURANCE-VEHICLES	18,500	18,768	19,100	600	3.2%
2-565-5800	DEPRECIATION	382,900	504,200	516,500	133,600	34.9%
2-565-5804	AMORT OF SOFTWARE PERPETUAL LICENSE	20,076	20,076	-	(20,076)	-100.0%
2-565-5870 *	INVENTORY WRITE-OFF	-	5,951	-	-	
		\$ 3,066,028	\$ 3,075,584	\$ 3,199,245	\$ 133,217	4.3%
<u>OFFICE EXPENSE</u>						
2-570-5100	SALARIES OFFICE	\$ 787,900	\$ 788,767	\$ 840,680	\$ 52,780	6.7%
2-570-5102	CAPITALIZED IT COSTS	-	-	-	-	
2-570-5104	APERS-OFFICE	120,700	121,870	128,800	8,100	6.7%
2-570-5105	HEALTH INSURANCE	99,500	102,831	141,498	41,998	42.2%
2-570-5106	LIFE INSURANCE	3,300	2,821	2,327	(973)	-29.5%
2-570-5107	DISABILITY INSURANCE	1,000	1,565	1,663	663	66.3%
2-570-5110	UNIFORMS	500	-	1,080	580	116.0%
2-570-5111	FICA	60,300	59,398	64,300	4,000	6.6%
2-570-5251	TRAVEL EXPENSE	1,040	865	1,500	460	44.2%
2-570-5252	TRAINING EXPENSE	2,000	1,400	2,705	705	35.3%
2-570-5305	MISCELLANEOUS	2,000	307	1,000	(1,000)	-50.0%
2-570-5306	OFFICE SUPPLIES	15,000	6,271	15,000	-	0.0%
2-570-5307	OUTSIDE SERVICES	24,800	6,026	7,760	(17,040)	-68.7%
2-570-5308	ASSOCIATION DUES	2,755	4,147	3,130	375	13.6%
2-570-5309	POSTAGE/MAILING	154,000	154,974	169,100	15,100	9.8%
2-570-5310	OFFICE MACHINE REPAIR	1,000	-	-	(1,000)	-100.0%
2-570-5311	PUBLIC RELATIONS	5,000	4,843	5,000	-	0.0%
2-570-5312	ARKANSAS ONE CALL	10,200	8,807	10,000	(200)	-2.0%
2-570-5557	EQUIPMENT MAINTENANCE	400	427	430	30	7.5%
2-570-5601	WORKMANS COMPENSATION	510	590	650	140	27.5%
		\$ 1,291,905	\$ 1,265,910	\$ 1,396,623	\$ 104,718	8.1%
<u>POLLUTION CONTROL ADMINISTRATION</u>						
2-591-5100	SALARIES PCF	\$ 1,236,600	\$ 1,253,714	\$ 1,339,420	\$ 102,820	8.3%
2-591-5102	CAPITALIZED COSTS	-	-	-	-	
2-591-5104	APERS-RPCF	189,500	195,416	205,200	15,700	8.3%
2-591-5105	HEALTH INSURANCE	169,100	182,593	254,697	85,597	50.6%
2-591-5106	LIFE INSURANCE	5,700	7,992	5,071	(629)	-11.0%
2-591-5107	DISABILITY INSURANCE	1,700	-	3,286	1,586	93.3%
2-591-5110	UNIFORMS	12,500	12,664	13,500	1,000	8.0%
2-591-5111	FICA	94,600	91,447	102,500	7,900	8.4%
2-591-5251	TRAVEL EXPENSE	25,000	1,211	7,500	(17,500)	-70.0%
2-591-5252	TRAINING EXPENSE	-	-	2,500	2,500	
2-591-5304	PERSONNEL SAFETY EQUIP.	10,000	8,074	1,000	(9,000)	-90.0%
2-591-5305	MISCELLANEOUS	1,000	373	4,000	3,000	300.0%
2-591-5306	OFFICE SUPPLIES & POSTAGE	4,000	3,572	8,000	4,000	100.0%
2-591-5307	OUTSIDE SERVICES	8,000	204	15,000	7,000	87.5%
2-591-5308	ASSOCIATION DUES	15,000	14,161	500	(14,500)	-96.7%
2-591-5311	PUBLIC RELATIONS	1,000	-	1,000	-	0.0%
2-591-5350	TELECOM EXPENSE	18,500	14,207	16,000	(2,500)	-13.5%
2-591-5557	EQUIPMENT MAINTENANCE	500	437	-	(500)	-100.0%
2-591-5558	MINOR EQUIPMENT	-	555	-	-	
2-591-5581	SOFTWARE MAINTENANCE	17,970	13,609	15,130	(2,840)	-15.8%
2-591-5601	WORKMANS COMPENSATION	13,320	15,612	18,090	4,770	35.8%
2-591-5602	INSURANCE-BLDGS & CONTENTS	59,660	59,665	64,210	4,550	7.6%

Rogers Sewer Department
Expense Detail
FY 27 Budget

Account	Expense	FY 2026 Budget	FY 2026 Estimate	FY 2027 Budget	\$ Chg from FY26 Bud	% Chg from FY26 Bud
2-591-5603	INSURANCE-VEHICLES	2,000	2,050	2,200	200	10.0%
2-591-5800	DEPRECIATION-WWTP	2,797,400	2,560,900	2,938,000	140,600	5.0%
2-591-9112 *	2016 BOND INTEREST	143,733	178,800	89,800	(53,933)	-37.5%
2-591-9113 *	2016 BOND AMORTIZATION	(110,595)	(110,595)	(110,595)	-	0.0%
2-591-9114 *	2016 BOND REFUNDING COSTS	(38,614)	(38,614)	(38,614)	-	0.0%
2-591-9115 *	BOND INSURANCE	1,578	1,754	1,578	-	0.0%
2-591-9116 *	2024 BOND INTEREST	287,000	146,700	424,100	137,100	47.8%
2-591-9117 *	2027 BOND INTEREST	-	-	1,415,000	1,415,000	
2-591-9199 *	BOND ISSUE COSTS	-	-	575,000	575,000	
		\$ 4,966,152	\$ 4,616,500	\$ 7,373,073	\$ 2,406,921	48.5%
<u>ENVIRONMENTAL SERVICES</u>						
2-592-5251	TRAVEL EXPENSE	\$ 4,250	\$ 1,049	\$ 3,000	\$ (1,250)	-29.4%
2-592-5252	TRAINING EXPENSE	-	-	1,500	1,500	
2-592-5305	MISCELLANEOUS	-	-	-	-	
2-592-5306	LABORATORY SUPPLIES	8,000	10,121	9,000	1,000	12.5%
2-592-5307	OUTSIDE SERVICES	12,000	12,103	13,500	1,500	12.5%
2-592-5314	PLANT RESEARCH	25,000	533	25,000	-	0.0%
2-592-5557	EQUIPMENT MAINTENANCE	1,200	621	1,200	-	0.0%
2-592-5558	MINOR EQUIPMENT	3,000	724	3,000	-	0.0%
2-592-5970	CHEMICALS	15,000	12,051	15,000	-	0.0%
		\$ 68,450	\$ 37,201	\$ 71,200	\$ 2,750	4.0%
<u>OPERATIONS EXPENSE</u>						
2-593-5251	TRAVEL EXPENSE	\$ 3,000	\$ 337	\$ 2,000	\$ (1,000)	-33.3%
2-593-5252	TRAINING EXPENSE	-	-	1,500	1,500	
2-593-5305	MISCELLANEOUS	-	-	-	-	
2-593-5306	LABORATORY SUPPLIES	1,200	-	1,200	-	0.0%
2-593-5307	OUTSIDE SERVICES	26,000	30,711	27,500	1,500	5.8%
2-593-5350	UTILITIES	680,000	782,580	800,000	120,000	17.6%
2-593-5557	EQUIPMENT MAINTENANCE	5,000	-	5,000	-	0.0%
2-593-5558	MINOR EQUIPMENT	12,000	5,668	12,000	-	0.0%
2-593-5970	CHEMICALS	135,000	138,439	135,000	-	0.0%
		\$ 862,200	\$ 957,735	\$ 984,200	\$ 122,000	14.1%
<u>MAINTENANCE EXPENSE</u>						
2-594-5251	TRAVEL EXPENSE	\$ 3,250	\$ 7,494	\$ 4,000	\$ 750	23.1%
2-594-5252	TRAINING EXPENSE	-	-	2,500	2,500	
2-594-5305	MISCELLANEOUS	1,000	-	-	(1,000)	-100.0%
2-594-5306	CLEANING SUPPLIES	1,500	264	1,500	-	0.0%
2-594-5307	OUTSIDE SERVICES	65,000	90,205	70,000	5,000	7.7%
2-594-5551	VEHICLE EXPENSE	5,000	7,803	6,000	1,000	20.0%
2-594-5557	EQUIPMENT MAINTENANCE	405,000	452,177	405,000	-	0.0%
2-594-5559	SUPPORT EQUIPMENT	1,200	-	-	(1,200)	-100.0%
2-594-5560	EQUIPMENT RENTAL	4,000	6,384	4,000	-	0.0%
2-594-5561	BLDGS. & GROUNDS MAINT.	25,000	25,482	25,000	-	0.0%
2-594-5562	MAINTENANCE SUPPLIES	8,000	5,682	8,000	-	0.0%
		\$ 518,950	\$ 595,490	\$ 526,000	\$ 7,050	1.4%
<u>SMS DISPOSAL EXPENSE</u>						
2-595-5251	TRAVEL EXPENSE	\$ 1,000	\$ 600	\$ 3,000	\$ 2,000	200.0%
2-595-5252	TRAINING EXPENSE	-	-	2,000	2,000	
2-595-5305	MISCELLANEOUS	-	-	-	-	
2-595-5306	SUPPLIES	1,500	1,250	7,500	6,000	400.0%
2-595-5307	OUTSIDE SERVICES	13,500	5,200	6,000	(7,500)	-55.6%
2-595-5558	MINOR EQUIPMENT	-	-	-	-	
2-595-5561	WEED CONTROL	600	200	213	(387)	-64.5%
2-595-5970	CHEMICALS	200	-	-	(200)	-100.0%
2-595-5980	SLUDGE DISPOSAL COSTS	600,000	623,000	645,000	45,000	7.5%
2-595-5981	SLUDGE DISPOSAL REVENUE	(34,200)	(38,000)	(40,000)	(5,800)	17.0%
		\$ 582,600	\$ 592,250	\$ 623,713	\$ 41,113	7.1%
OPERATING EXPENSES		\$ 16,663,718	\$ 16,544,069	\$ 17,907,941	\$ 1,244,223	7.5%
* OTHER EXPENSES		287,102	187,995	2,360,269	2,073,167	722.1%
TOTAL SEWER DEPT BUDGET		\$ 16,950,820	\$ 16,732,064	\$ 20,268,210	\$ 3,317,390	19.6%

**Rogers Sewer Department
Capital Projects
FY 27 Budget**

Dept	Sewer Acct	Category	Project	Additions & Improvements	Funded Depreciation
Field	2-0800.03	Field Equip	Minor Equipment	\$ 50,000	\$ -
Field	2-0800.03	Field Equip	Generator @ Lost Springs	48,267	
Field	2-0800.03	Field Equip	Generator @ Breckenridge	44,210	
Field	2-0800.03	Field Equip	Proteus CCTV Boat for Large Lines	25,000	
Field	2-0800.03	Field Equip	New Safety Confine Space Entry Set-up	10,000	
Field	2-0800.03	Field Equip	Large Lift Station Pumps		65,000
Field	2-0800.03	Field Equip	Mini Lift Station Panels		24,000
Field	2-0800.03	Field Equip	Mini Lift Station Lids		15,000
Field	2-0800.03	Field Equip	Drives for Water and Sewer Pumps		12,000
Field	2-0800.03	Office Equip	Install Kohler at Training Center		7,700
Field	2-0800.01	Vehicles	Dodge Ram 1500 Crew Cab Replacement		42,000
Infr	2-0800.16	City Street Projects	Street Projects (Other)	300,000	300,000
Infr	2-0800.20	Contributed Capital	Contributed Capital	2,000,000	
Infr	2-0800.16	RWU System Projects	Blossom Way - Pauline Whitaker to Dixieland	3,000,000	
Infr	2-0800.16	RWU System Projects	Tyson to Veterans Park Sewer Main Improvements	2,500,000	2,500,000
Infr	2-0800.16	RWU System Projects	Development Part. (Pine St Lift Station & Force Main)	600,000	
Infr	2-0800.16	RWU System Projects	Sewer Improvements - Chateau to 24th	500,000	500,000
Infr	2-0800.16	RWU System Projects	Field Operations Facility Improvements	400,000	
Infr	2-0800.16	RWU System Projects	Osage Creek Sanitary Sewer Rehab	250,000	250,000
Infr	2-0800.16	RWU System Projects	Lift Station Generators	104,000	
Infr	2-0800.16	RWU System Projects	Development Participation (General)	104,000	
Infr	2-0800.16	RWU System Projects	Sanitary Sewer Maintenance Contracts		4,160,000
Infr	2-0800.16	RWU System Projects	4th Street Water & Sewer Replacement - Olrich to Oak		800,000
Infr	2-0800.16	RWU System Projects	Blossom Way Sewer Emergency Repair		500,000
Infr	2-0800.16	RWU System Projects	Sanitary Sewer Smoke Testing		83,200
Infr	2-0800.16	RWU System Projects	Sanitary Sewer Flow Monitoring		52,000
Infr	2-0800.16	RWU System Projects	Misc Sewer Rehab - Field		20,000
IT/Office	2-0800.04	Communication Equip	SCADA Redeployment - Design and Implementation	745,000	
IT/Office	2-0800.00	Office Equip	Automatic Door Operator for Lobby	2,000	
IT/Office	2-0800.00	Office Equip	Replacement PCs (14)		26,000
IT/Office	2-0800.00	Office Equip	Replacement FortiSwitches (2)		24,000
IT/Office	2-0800.00	Office Equip	Pneumatic Drive-Thru System Replacement		8,500
IT/Office	2-0800.00	Office Equip	Replacement iPads (12)		6,000
IT/Office	2-0800.00	Office Equip	Networking Equipment - Access Points		5,000
IT/Office	2-0800.00	Office Equip	Printer Replacements (5)		5,000
PCF	2-0800.18	PCF Capacity Impr, Ph. I	RPCF Capacity Improvements - Phase 1	6,000,000	6,000,000
PCF	2-0800.18	PCF Capacity Impr, Ph. I	RPCF Capacity Improvements - Engineering	4,317,250	4,317,250
PCF	2-0800.18	PCF Other	Minor Equipment		130,000
PCF	2-0800.18	PCF Other	Train 4 150HP Spare Gearbox		90,000
PCF	2-0800.18	PCF Other	Muffin Monster Spare Grinder		40,000
PCF	2-0800.19	PCF Other	In-situ Chemsan NH3-N Analyzer-Train or Eff		40,000
PCF	2-0800.18	PCF Other	Train 4 5HP Mixer Gearbox Spare		20,000
PCF	2-0800.18	PCF Other	LabConco Flask Scrubber Dishwasher		18,000
PCF	2-0800.18	PCF Other	5 MG EQ Basin Gate Repair		17,000
PCF	2-0800.18	PCF Other	Chemical Building Door Replacements		12,000
PCF	2-0800.18	PCF Other	BOD Low-Temp Incubator		10,000
PCF	2-0800.18	PCF Other	Clarifier 2 and 4 Tipping Weir Rebuilds		9,000
PCF	2-0800.18	PCF Other	Handheld DO Meter		2,500
PCF	2-0800.18	PCF Other	BOD DO Meter		2,000
PCF	2-0800.18	PCF Other	Sonicating Bath		1,500
PCF	2-0800.18	PCF Solids Handling, Ph. II	RPCF Solids Handling Ph. II - Construction	6,553,342	2,184,447
PCF	2-0800.18	PCF Solids Handling, Ph. II	RPCF Solids Handling Ph. II - Equipment	822,625	274,208
PCF	2-0800.18	PCF Solids Handling, Ph. II	RPCF Solids Handling Ph. II - Design/Inspection	750,000	250,000
Total Capital Outlay				\$ 29,125,694	\$ 22,823,306

Capital Outlay by Dept

Eng	\$ -	\$ -
IT/Office	747,000	74,500
Field	177,477	165,700
PCF	18,443,217	13,417,906
Infr	9,758,000	9,165,200
Total	\$ 29,125,694	\$ 22,823,306

Capital Outlay by Category

City Street Projects	\$ 300,000	\$ 300,000
Communication Equip	745,000	-
Contributed Capital	2,000,000	-
Field Equip	177,477	116,000
Office Equip	2,000	82,200
PCF Capacity Impr, Ph. I	10,317,250	10,317,250
PCF Solids Handling, Ph. II	8,125,967	2,708,656
PCF Other	-	392,000
RWU System Projects	7,458,000	8,865,200
Vehicles	-	42,000
Total	\$ 29,125,694	\$ 22,823,306

**Rogers Sewer Department
Personnel
FY 27 Budget**

	FY 2026 Salaries Budget	FY 2027 Salaries Budget	FY 2026 Positions	FY 2027 Positions	
Engineering	\$ 527,000	\$ 591,910	5	5	
Field	1,415,400	1,323,540	21	21	(1)
Office	787,900	840,680	10	10	
Pollution Control	1,236,600	1,339,420	17	18	(2)
Total	\$ 3,966,900	\$ 4,095,550	53	54	

(1) Reported as 22 positions for FY26, but the new SCADA Supervisor position was not a net addition since it replaced the Technical Manager position.

(2) One new full-time position: Plant Operations Technician 1 (budgeted hire date of 10/1/2026)

Budget impact of proposed salary adjustments:

Effective Date	Market Adj. 7/1/2026	Merit 7/1/2026	COLA 1/1/2027
Salaries	\$ 14,100	\$ 17,200	\$ 58,000
Benefits	3,300	3,900	13,300
Total	\$ 17,400	\$ 21,100	\$ 71,300

Market Adjustment: Budget incorporates proposed changes to pay scales resulting from market study performed by third-party consultant. Employees below 85% of the new pay scale midpoints may be brought up to that level (considered starting pay).

Merit Increase: 0.5% proposed for FY27, lower than typical due to a higher-than-expected COLA (2.8%) effective 1/1/2026 and another higher-than-average COLA projected for 1/1/2027.

Cost of Living Adjustment: RWU follows the lead of the City of Rogers. Budget incorporates a 3.0% COLA projected for 1/1/2027.

**Rogers Water Utilities
Summary of Budgeted Change in Reserves
Through June 30, 2027**

	Water			Sewer			Total Reserves
	Unrestricted Reserves	Restricted Reserves	Total Water Reserves	Unrestricted Reserves	Restricted Reserves	Total Sewer Reserves	
6/30/25 Actual	\$ 26,014,811	\$ 3,985,921	\$ 30,000,732	\$ 24,488,701	\$ 3,141,235	\$ 27,629,936	\$ 57,630,668
Fiscal Year 2026 Estimate	\$ 2,169,400	\$ (1,086,900)	\$ 1,082,500	\$ (326,677)	\$ (1,482,100)	\$ (1,808,777)	\$ (726,277)
6/30/26 Estimate	\$ 28,184,211	\$ 2,899,021	\$ 31,083,232	\$ 24,162,024	\$ 1,659,135	\$ 25,821,159	\$ 56,904,391
Minimum Reserves calculated at 12/31/25	\$ 12,086,000	\$ 1,507,466	\$ 13,593,466	\$ 9,334,000	\$ -	\$ 9,334,000	\$ 22,927,466
6/30/26 Estimate in excess of minimum at 12/31/25	\$ 16,098,211	\$ 1,391,555	\$ 17,489,766	\$ 14,828,024	\$ 1,659,135	\$ 16,487,159	\$ 33,976,925
Fiscal Year 2027 Budget	\$ (4,172,570)	\$ 15,000	\$ (4,157,570)	\$ (2,954,519)	\$ 35,801,500	\$ 32,846,981	\$ 28,689,411
6/30/27 Budget	\$ 24,011,641	\$ 2,914,021	\$ 26,925,662	\$ 21,207,505	\$ 37,460,635	\$ 58,668,140	\$ 85,593,802
Minimum Reserves estimated at 12/31/26	\$ 12,756,000	\$ 1,508,000	\$ 14,264,000	\$ 10,177,000	\$ -	\$ 10,177,000	\$ 24,441,000
6/30/27 Budget in excess of minimum at 12/31/26	\$ 11,255,641	\$ 1,406,021	\$ 12,661,662	\$ 11,030,505	\$ 37,460,635	\$ 48,491,140	\$ 61,152,802

RESOLUTION NO. 26-14

A RESOLUTION APPOINTING AN ORGANIZATIONAL REPRESENTATIVE FOR EMINENT DOMAIN PROCEEDINGS FOR THE WESTERN CORRIDOR TRANSMISSION LINE PROJECT; AUTHORIZING FILING OF EMINENT DOMAIN PROCEEDINGS; 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 on October 20, 2025, the Commission passed its Resolution No. 25-31 which authorizes RWU to purchase easements and rights of way for the Western Corridor Transmission Line Project (“the Project”) in a total amount up to and including the budgeted amount of \$1,500,000; and

WHEREAS it may be necessary in some cases to acquire easements and rights of the way, or other property interests, for the Project through eminent domain proceedings; and

WHEREAS there is a need to appoint an organizational representative to review, approve, and verify under oath the contents of various pleadings, motions, discovery responses, and other documents to be filed and served in eminent domain proceedings on behalf of the Commission and RWU and to serve as an organizational representative to testify on behalf of the Commission and RWU; and

WHEREAS Brent Dobler, the Superintendent of the Rogers Water Utilities and Acting Secretary of the Commission, in consultation with Utility Engineer, Brian Sartain, is familiar with the facts and matters at issue pertaining to acquisition of easements and rights of way for the Project and is well suited to serve as an organizational representative for the Commission and RWU in eminent domain proceedings.

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

Section 1. Brent Dobler, the Superintendent of the Rogers Water Utilities and Acting Secretary of the Commission, is hereby appointed as an organizational representative for the Commission and RWU in any eminent domain proceedings pertaining to the Western Corridor

Transmission Project, and is authorized, on behalf of the Commission and RWU, and in consultation with legal Counsel for the Commission and RWU, and the Utility Engineer, to review, approve, and verify under oath, as may be needed, the contents of pleadings, motions, briefs, discovery responses, and various other documents to be filed and served in eminent domain proceedings on behalf of the Commission and RWU.

Section 2. Mr. Dobler may also serve as an organizational deponent under Rule 30(b)(6) of the applicable Rules of Civil Procedure and, in consultation with legal counsel for the Commission and RWU, may appoint other Rule 30(b)(6) representatives to testify on behalf of the Commission and RWU.

Section 3. Mr. Dobler, in consultation with legal counsel for the Commission and RWU, and the Utility Engineer, is authorized to approve the filing, on behalf of the Commission and RWU, any eminent domain proceeding which may in his judgement be required for the Western Corridor Transmission Line Project, and to acquire through the proceeding any easements, rights of way, and/or other property interests, to deposit and pay sums for the reasonable value of any easements and rights of way, and/or other property interests, to be acquired in the eminent domain proceeding and any damages that may assessed against the Commission and RWU in the proceeding, consistent with the authorization given under Resolution No. 25-31 and/or by other Commission authorization/appropriation, and to approve any pleadings, motions, or other documents asserting claims concerning the rights of RWU and the Commission under applicable law. Mr. Dobler is further authorized to approve the filing, on behalf of RWU and the Commission, any pleadings, motions, or other documents defending against purported claims asserted by any property owner and is authorized to engage in further negotiations, on behalf of the Commission and RWU, with any property owner to attempt to obtain easements and rights of way, and/or other property interests, and to resolve purported claims, without eminent domain proceedings or to resolve any eminent domain proceeding once commenced.

Section 4: In connection with any eminent domain proceeding contemplated herein, Mr. Dobler is authorized to obtain any needed assistance or authorization from the City of Rogers, including, without limitation, the Rogers City Council, and/or any applicable department, office, board or commission of the City of Rogers.

Section 5. Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 6. Repeal of Conflicting Provisions: All resolutions or orders of the Commission, or parts of resolutions or orders of the Commission that are in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this 18th day of May 2026.

Jené Huffman-Gilreath, Chairman

ATTEST:

Brent Dobler, Acting Secretary